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MASTER AGREEMENT

negotiated, ratified and signed by the

Carson City-Crystal Area Board of Education

and the

Carson City-Crystal Education Association

Carson City - Crystal Area Board of Education

MEA
1216 Kendale
E. Lansing, MI

48823

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MASTER AGREEMENT
CARSON CITY-CRYSTAL AREA SCHOOLS
1971-72

1. This agreement entered into this 11th day of October, 1971, by and
2. between the school district Carson City-Crystal Area (hereinafter called the
3. "BOARD") and the Carson City-Crystal Education Association (hereinafter
4. called the "ASSOCIATION").

(1) PURPOSE AND INTENT

1. WHEREAS, the Board and the Association recognize and declare
2. that providing a quality education for the children of Carson City-Crystal
3. Area Schools is their mutual aim and that the character of such education
4. depends predominately upon the quality and morale of the teaching service,
5. and

6. WHEREAS, the members of the teaching profession are particularly
7. qualified to assist in formulating policies and programs designed to im-
8. prove educational standards, and

9. WHEREAS, the Board has a statutory obligation, pursuant to the
10. Public Employment Relations Act, Act 379 of the Michigan Public Acts of
11. 1965, to bargain with the duly elected representative of its teaching per-
12. sonnel with respect to hours, wages, terms and conditions of employment,
13. and

14. WHEREAS, the parties have reached certain understandings which
15. they desire to confirm in this Agreement,

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

(2) RECOGNITION

1. A. The Board hereby recognizes the Association as the sole and
2. exclusive bargaining representative, as defined in Section 11 of Act 379,
3. P. A. of 1965, for all certified teaching personnel under contract, but
4. excluding: Superintendent, Assistant Superintendents, Principals, Assistant
5. Principals, Business Manager, Director of Guidance Director of Community
6. School Program, Director of Vocational Education, Nurses and all non-
7. certified personnel. The term "teacher" when used hereinafter in this
8. Agreement, shall refer to all professional employees represented by the
9. Association in the bargaining or negotiating unit as above defined, and
10. references to male teachers shall include female teachers.

1. B. The Board agrees not to negotiate with any teacher's organization
2. other than the Association for the duration of the agreement.

(3) RIGHTS OF THE BOARD

1. A. The Board, on its own behalf and on behalf of the electors of the
2. district, hereby retains and reserves unto itself, without limitation, all
3. powers, rights, authority, duties and responsibilities conferred upon and
4. vested in it by the laws and the Constitution of the State of Michigan, and of
5. the United States, including, but without limiting the generality of the fore-
6. going, the right to make final decisions WITHIN THE TERMS OF THIS
7. AGREEMENT, relating to the following:
8. (1) The executive management and administrative control of the
9. school system and its properties and facilities, and the
10. activities of its employees;
11. (2) To hire all employees and subject to the provisions of law, to
12. determine their qualifications, and the conditions for their con-
13. tinued employment, or their dismissal or demotion; and to
14. promote, and transfer all such employees;
15. (3) To establish grades and courses of instruction, including
16. special programs, and to provide for athletic, recreational
17. and social events for students, all as deemed necessary or ad-
18. visable by the Board;
19. (4) The means and methods of instruction, the selection of text-
20. books and other teaching materials, and the use of teaching
21. aids of every kind and nature;
22. (5) Class schedules, the hours of instruction, and the duties
23. responsibilities, and assignments of teachers and other employ-
24. ees with respect thereto, and non-teaching activities, and the
25. terms and conditions of employment.
1. B. The exercise of the foregoing powers, right, authority, duties and
2. responsibilities by the Board, the adoption of policies, rules, regulations
3. and practices in furtherance thereof, and the use of judgment and discretion
4. in connection therewith shall be limited only by the specific and express terms
5. of this agreement and then only to the extent such specific and express terms
6. hereof are in conformance with the Constitution and laws of the State of
7. Michigan, and the Constitution and laws of the United States.
1. C. Nothing contained herein shall be considered to deny or restrict the
2. Board of its rights, responsibilities, and authority under the Michigan
3. General School Laws or any other national, state, county, district, or
4. local laws or regulations as they pertain to education.

(4) ASSOCIATION AND TEACHER RIGHTS

1. A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby
2. agrees that every employee of the Board, except those excluded by Section
3. (2) "A" of this agreement, shall have the right freely to organize, join and

4. support the Association for the purpose of engaging in collective bargaining
5. or negotiation and other concerted activities for mutual aid and protection.
6. As a duly elected body exercising governmental power under color of law
7. of the State of Michigan, the Board undertakes and agrees that it will not
8. directly or indirectly discourage or deprive or coerce any teacher in the
9. enjoyment of any rights conferred by Act 379 or other laws of Michigan
10. or the Constitutions of Michigan and the United States; that it will not
11. discriminate against any teacher with respect to hours, wages or any terms
12. or conditions of employment by reason of his membership in the Association,
13. his participation in any activities of the Association or collective professional
14. negotiations with the Board; or his institution of any grievance or complaint
15. under this Agreement or otherwise with respect to any terms or conditions
16. of employment.

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

1. C. Nothing contained herein shall be construed to prevent any individual
2. teacher from presenting a grievance and having the grievance adjusted
3. without intervention of the Association, if the adjustment is not inconsistent
4. with the terms of this Agreement, provided that the Association has been
5. given the opportunity to be present at such adjustment.

1. D. The Association shall have the permission to use school buildings
2. and facilities at reasonable hours for meetings. Teachers bulletin boards,
3. typewriters, duplicating equipment, and other established media of communi-
4. cation shall be made available to the Association. Telephone facilities
5. shall be made available to teachers for their reasonable use.

1. E. The Board agrees to furnish to the Association in response to
2. reasonable requests available information and consult with them about
3. matters concerning the financial resources of the district, tentative
4. budgetary requirements and allocations, five (5) written copies of all
5. new Board policies which affect teachers and students and such other
6. information as will assist the Association in developing intelligent, accurate
7. informed and constructive programs on behalf of teachers and their students,
8. together with information which may be necessary for the Association to
9. process any grievance or complaint.

1. F. A teacher is entitled to full rights of citizenship.

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

1. H. The Board, through its appointed P. E. S. C. members, will attempt
2. to inform and consult with the Association at P. E. S. C. meetings on all
3. major fiscal, budgetary or tax programs, construction programs, or major

4. revisions of educational policy, which are proposed or under consideration
5. and the Association shall be given opportunity to advise the Board with
6. respect to said matters prior to their adoption and/or general publication.

(5) TEACHING CONDITIONS

1. A. The parties recognize that the availability of optimum school
2. facilities for both student and teacher is desirable to insure the high
3. quality of education that is the goal of both the teacher and the Board. It
4. is also acknowledged that the primary duty and responsibility of the teacher
5. is to educate, and that the organization of the school and the school day
6. should be directed to insuring that the energy of the teacher is primarily
7. utilized to this end.

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

1. C. The Board recognizes that appropriate texts, library reference
2. facilities, maps and globes, laboratory equipment, audio-visual equipment,
3. art supplies, athletic equipment, current periodicals, standard tests and
4. questionnaires, and similar materials are the tools of the teaching profession.
5. Teachers will normally be asked in May of each year to submit requests
6. for teaching supplies, materials, and equipment to be used during the next
7. school year. Emergency or special project materials may be requested
8. at any time and shall be requested in writing through the building Principal
9. to the Superintendent, and if need be to the Board for approval. Projects
10. which are not approved through this procedure may be submitted to the
11. Professional Educational Study Committee for further consideration, and
12. if deemed a worthy project, may be returned to the Board with further
13. justification and a recommendation that it be reconsidered by that group.

1. D. New books which are desired to be used in the classroom or assigned
2. reading to other than individual students shall be recommended by the
3. teacher of the class in which the book is to be used or by the majority of
4. the department members and must proceed through the following steps
5. with written approval or disapproval by:

6. (1) Department wishing to use the book.
7. (2) A professional education committee consisting of members
8. of Carson City-Crystal Education Association.
9. (3) A textbook review committee selected by P. E. S. C.

10. (4) Board of Education.

11. The persons submitting a book for consideration may withdraw
12. it at any time.

13. Books not provided by the school district shall first be approved
14. by the parent before use on an individual basis.

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

1. F. The Board recognizes that a school program is composed of all
2. school activities rather than of only the instructional classes. Therefore,
3. the Board places all school oriented activities, other than instruction, in
4. either a co-curricular status or an extra-curricular status. The Board
5. recognizes that co-curricular activities are a part thereof and supple-
6. mental to the instructional program and therefore are a necessary part
7. of the individual's total educational growth.

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

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

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

1. J. The Board shall make available to each school adequate lunch room,
2. restroom and lavatories facilities primarily for teacher use, and at least
3. one room appropriately furnished which shall be reserved for use as a staff
4. lounge. Smoking shall be controlled by existing fire marshall regulations.
5. Facilities for coffee and other light refreshments shall be made available
6. in the staff lounge.

1. K. The Board and the Association mutually recognize the importance
2. of continuous use of adequate teaching reference material in maintaining
3. a high level of professional performance. In furtherance of that recognition,
4. the Board shall provide a teacher reference library in each school in the
5. district and include therein all texts which are reasonably requested by the
6. teachers of that school.

1. L. The Board shall provide smocks for art and home economics teachers,
2. laboratory coats for laboratory science teachers, shop coats for vocational
3. and industrial arts teachers.

1. M. Adequate off street parking facilities shall be provided, properly
2. maintained, and identified exclusively for teacher use.

1. N. As the Librarian is a resource person, she shall not be used to
2. supervise classes sent to the Library because of an absent teacher.

1. O. The Library shall be used primarily as a resource center.

1. P. Teachers shall not be required to work under unsafe or
2. hazardous conditions or to perform tasks which endanger their health,
3. safety or well being.

(6) TEACHING ASSIGNMENTS, - HOURS AND CLASS LOAD

1. A. The school year shall consist of not more than one hundred eighty-
2. two (182) days held in session.

1. B. All teachers shall report to their respective assigned buildings at
2. eight (8) A. M. and to their first hour classes at least fifteen minutes before
3. the tardy bell. All teachers shall remain in their assigned classrooms at
4. least fifteen minutes following the dismissal of classes and until three
5. forty-five (3:45) P. M. in their respective buildings unless otherwise specified
6. by the administration. Teachers will be released twice a month immediately
7. after final student dismissal for the purpose of attendance at Carson City-
8. Crystal Education Association meetings.

1. C. Teachers shall be given the equivalent of five (5) unassigned
2. preparation hours per week. The normal weekly teaching load shall consist
3. of not more than twenty seven (27) instruction hours. Preparation time shall
4. be used at the professional discretion of the teacher while in the school
5. building. Should business require a teacher to leave the building, arrangements
6. are to be made with the building administrator. Assignment to a supervised
7. study period shall be considered a teaching period. Lunch periods and the
8. time immediately before and after school shall not be considered preparation
9. time. If a teacher shall be contracted to teach more than the normal five
10. (5) hours a day teaching load as set forth in this section, he shall receive
11. additional compensation at the rate of one-sixth (1/6) the teacher's annual
12. base salary while so assigned. No such extra assignment shall be made for
13. any teacher without the agreement of the Executive Board of the Association.

1. D. Because the student-teacher ratio is an important aspect of
2. an effective educational program, the parties agree that the class size
3. should be lowered wherever possible.

4. To further this objective:

5. (1) The student-teacher ratio shall not exceed a ratio of
6. 28 students to one teacher on a system wide basis, grades
7. K through 12. For purposes of determining this ratio, each
8. aide shall represent a deduction of 10 students from the
9. annual fall membership school district enrollment report.

10. (2) The Board will attempt to limit each teacher's class
11. load to no more than 28 students, except: (a) in traditional
12. large group instruction (e. g. band, gym), (b) and in experimental
13. classes where teachers have voluntarily agreed in writing to
14. exceed this number. For purposes of determining this ratio,
15. an aide may receive a value of 10 students if she is working
16. with the teacher.

17. (3) If a teacher's class load exceeds this ratio, he is en-
18. couraged to see his building principal in order to alleviate
19. the matter if possible. If a teacher's class load exceeds
20. this ratio by more than 20%, he may file a complaint with the
21. Professional Education Study Committee unless he feels that
22. conditions (e. g. lack of student-teaching stations) warrant
23. attention at some lesser number.

1. E. All teachers shall be entitled to a duty-free uninterrupted lunch
2. period of not less than thirty (30) minutes per day. Following this period,
3. junior and senior high school teachers will be expected to be in their
4. classroom or hallway station until the next class period begins.

1. F. All extra-curricular activities shall be on a strictly voluntary
2. basis: such as supervision at athletic events (i. e. ticket sellers, time-
3. keepers and score keepers), chaperoning, organizational sponsors, P. T. A.
4. attendance, etc. Compensation for some of these activities will be provided
5. as set forth in Schedule "B" of this agreement.

1. G. Parent-Teacher conferences: Other than time already provided
2. at the beginning and close of the school day and/or arranged at a mutually
3. agreeable time, teachers undertake the obligation of two (2) nights per
4. semester as part of the conditions of employment.

1. H. Teachers shall not be assigned outside the scope of their
2. teaching certificates and their major or minor fields of study except
3. temporarily and for good cause, and the Association shall be so notified
4. in each instance. All such assignments shall be subject to the approval
5. of the teacher.

1. J. All teachers shall be given written notice of their teaching
2. assignment for the forthcoming year no later than the preceding first
3. day of June. In the event that changes in such assignment are proposed,
4. all teachers affected shall be notified promptly and consulted. In no
5. event will changes in teacher assignment be made later than the fifteenth

6. (15th) day of August preceding the commencement of the school year,
7. unless an emergency situation requires the same, and the Association
8. shall be so notified in each instance. All such changes are subject to the
9. approval of the teacher.

1. J. Any assignments in addition to the normal teaching schedule during
2. the regular school year, including adult education courses, driver education,
3. extra duties enumerated in schedule "B", and summer school courses,
4. shall not be obligatory but shall be with the consent of the teacher. If
5. teachers of equal qualifications apply, preference in making such assignments
6. will be given tenure teachers regularly employed in the district. All activi-
7. ties not included in this definition are to be considered extra-curricular.

1. K. A teacher engaged during the school day in negotiating in behalf
2. of the Association with any representative of the Board or participating in
3. any professional grievance negotiation, including mediation, shall be
4. released from regular duties without loss of salary unless he has been
5. previously suspended by the Board.

(7) VACANCIES AND PROMOTIONS

1. A. The Board shall make every attempt to fill all teaching vacancies
2. with qualified personnel. Teachers with less than a bachelor's degree
3. from an accredited college or university will be employed only under emer-
4. gency conditions.

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

1. C. Any teacher wishing to be notified of vacancies occurring throughout
2. the summer will submit three (3) self-addressed, stamped envelopes to
3. the Board. It will be the responsibility of the Board to notify these teachers
4. in the event of any summer vacancies; such notification to be given as soon
5. as vacancy occurs. Such vacancy will remain open for a period of seven
6. (7) days after mailing of notice.

(8) TRANSFERS

1. Since the frequent transfers of teachers from one school to another
2. is disruptive of educational processes and interferes with optimum teacher
3. performance, the parties agree that unrequested transfers of teachers are
4. to be minimized and avoided whenever possible. In the event that transfers
5. of teachers appear to be necessary, lists of available positions in other
6. schools shall be posted in the same manner as provided in section 7. Any

7. teacher who shall be transferred to a supervisory or executive position and
8. shall later return to a teacher status shall be entitled to retain such rights
9. as he may have had under this Agreement prior to such transfer to super-
10. visory or executive status.

(9) STUDENT DISCIPLINE AND TEACHER PROTECTION

1. A. It is recognized that discipline problems are less likely to
2. occur in classes which are well taught and where a high level of student
3. interest is maintained. It is likewise recognized that when discipline
4. problems occur, they may most constructively be dealt with by encourage-
5. ment, praise and emphasis upon the child's desirable characteristics. A
6. teacher may use such force as is necessary to protect himself from attack,
7. to prevent injury to another student, and to maintain discipline.

1. B. A teacher may exclude a pupil from one class period when the
2. grossness of the offense, the persistence of the misbehavior or the disruptive
3. effect of the violation makes the continued presence of the student in the class-
4. room intolerable. In such cases, the teacher will send pupil to the Principal's
5. office and furnish the Principal, as promptly as his teaching obligations will
6. allow, full particulars of the incident in writing.

1. C. Any case of assault upon a teacher in a school oriented situation
2. shall be promptly reported to the Board or its designated representative.
3. The Board will provide legal counsel to advise the teacher of his rights and
4. obligations with respect to such assault and shall promptly render reasonable
5. assistance to the teacher in connection with handling of the incident by law
6. enforcement and judicial authorities.

1. D. If any teacher is sued as a result of any justifiable action taken by
2. the teacher while in pursuit of his employment, the Board will provide legal
3. counsel and render all necessary assistance to the teacher in his defense.

1. E. Time lost by a teacher in connection with any incident mentioned
2. in this Article shall not be charged against the teacher unless he is proven
3. guilty in a court of law.

(10) ACADEMIC FREEDOM

1. A. The parties seek to educate young people in the democratic
2. tradition, to foster a recognition of individual freedom and social responsi-
3. bility, to inspire meaningful awareness of and respect for the Constitutions
4. of the State of Michigan and the United States of America, and the Bill of
5. Rights, and to instill appreciation of the values of individual personality.
6. It is recognized that these democratic values can best be transmitted in
7. an atmosphere which is free from censorship and artificial restraints upon
8. free inquiry and learning, and in which academic freedom for teacher and
9. student is encouraged.

1. B. Academic freedom shall be guaranteed to teachers, and no
2. special limitations, other than those imposed by budget and the school
3. code of the state of Michigan at its latest revision, shall be placed upon
4. study, investigation, presenting and interpreting facts and ideas concerning
5. man, human society, the physical and biological world and other branches of
6. learning subject to accepted standards of professional responsibility set
7. forth in the Code of Ethics of the Carson City-Crystal Education Association
8. (See Appendix "F").

1. C. Freedom of individual expression for both teachers and students
2. will be encouraged and fair procedures will be developed to safeguard the
3. legitimate interests of the schools and to exhibit by appropriate examples
4. the basic objectives of a democratic society.

(11) TEACHER EVALUATION

1. A. The performance of all teachers is subject to a continuing process of
2. evaluation to be conducted by the Administration and also by Department
3. Chairmen for members of their respective departments and Cluster Leaders
4. for teachers in their respective Clusters.

1. B. The teacher and the Association shall be notified of the results of
2. all such evaluations by either oral or written communication within a reason-
3. able length of time after the evaluation has been completed.

1. C. No later than March 15th of each probationary year the final written
2. evaluation reports will be furnished to the Superintendent covering each
3. probationary teacher. In the event a probationary teacher is not continued
4. in employment, the Board will advise the teacher of the reasons therefor
5. in writing with a copy to the Association and provide for a hearing where
6. requested.

1. D. Each teacher shall have the right upon request to review the contents
2. of his own personnel file, excluding personal credentials. A representative
3. of the Association may be requested to accompany the teacher in such review.
4. Each teacher's personal file shall contain the following minimum items of
5. information or such information shall be easily accessible upon request:

6. (1) Annual TB report and required medical information
7. (2) All teacher evaluation reports
8. (3) Copies of annual contracts
9. (4) Teacher's Certificate
10. (5) Letters of recommendation
11. (6) A transcript of academic records
12. (7) Tenure recommendation
13. (8) Record of voluntary extra-curricular activities
14. (9) Record of sick leave and personal leave updated at the end
15. of each semester.

16. Photostatic copies of the teachers academic records and teaching certificate
17. shall be made for the personnel file, returning the original copies to the
18. teacher.

1. E. A teacher shall at all times be entitled to have present a representa-
2. tive of the Association when he is being reprimanded, warned or disciplined for
3. any infraction of discipline or delinquency in professional performance. When
4. a request for such representation is made, no action shall be taken with
5. respect to the teacher until such representative of the Association is present.

1. F. No teacher shall be disciplined, reprimanded, reduced in rank or
2. compensation or deprived of any professional advantage without just cause.
3. All information forming the basis for disciplinary action will be made avail-
4. able to the teacher and Association.

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

1. H. Teachers shall be expected to exercise reasonable care with respect
2. to the safety of pupils and property, but shall not be individually liable,
3. except in the case of gross negligence or gross neglect of duty, for any
4. damage or loss to person or property.

(12) PROFESSIONAL BEHAVIOR

1. A. Teachers are expected to comply with reasonable rules, regulations,
2. and directions from time to time adopted by the Board or its representatives
3. which are not inconsistent with the provisions of this Agreement, provided
4. that a teacher may reasonably refuse to carry out an order which threatens
5. physical safety or well-being or is professionally demeaning.

1. B. The Board recognizes that the Code of Ethics of the Carson City-
2. Crystal Education Association is considered by the Association and its
3. membership to define acceptable criteria of professional behavior. The
4. Association shall accept its share of responsibility to deal with ethical
5. problems in accordance with the terms of the Code of Ethics of the Carson
6. City-Crystal Education Association.

1. C. The Association recognizes that abuses of sick leave or other
2. leaves, chronic tardiness or absence, willful deficiencies in professional
3. performance, or other violations of discipline by a teacher reflect adversely
4. upon the teaching profession and create undesirable conditions in the
5. school system. Alleged breaches of discipline or the Code of Ethics of
6. the Carson City-Crystal Education Association shall be promptly reported
7. to the offending teacher and to the Association. The Association will notify
8. the Administration and use its best efforts to correct breaches of professional
9. behavior by any teacher and, in appropriate cases, may institute proceedings
10. against the offending teacher.

(13) PROFESSIONAL IMPROVEMENT

1. A. The parties support the principle of continuing training for
2. teachers, participation by teachers in professional organizations in the
3. areas of their specializations, leaves for work on advanced degrees or
4. special studies and participation in community educational projects.

1. B. All professional members of the faculty must successfully
2. complete no less than six (6) semester hours of professional course work
3. from an accredited college or university every three (3) years before ad-
4. vancement on the adopted salary schedule. Any credit earned in excess
5. of this requirement may be applied at a future time. Any professional
6. employee not gaining further education according to this agreement shall
7. not advance on the salary schedule until successful completion of this
8. requirement. It is the responsibility of each teacher to notify the Business
9. Office and submit proof that this provision has been complied with.

1. C. The administration of the school district shall waive college course
2. work and credit when evidence has been submitted to the Board of Education
3. that students will directly benefit from such experiences that the instructor
4. has undertaken. Examples might possibly be, but not limited to, an educa-
5. tional trip abroad or to distant parts of the country, unusual or unique work
6. experiences. This substitution for course work may be granted variable
7. credit up to an accumulative six (6) semester hours.

1. D. The Board may agree to provide, upon application, all or part of
2. the necessary funds for teachers who desire to attend selected professional
3. conferences and Michigan Department of Education Curriculum Committee
4. meetings. Travel, meals, lodging and registration fee shall be deemed
5. appropriate expenses of the Board, as well as the cost of the substitute
6. teacher needed to relieve the participant. A teacher attending such confer-
7. ences and meetings shall be granted sufficient leave time to attend without
8. loss of compensation. Teachers will, upon request, submit a report re-
9. garding such conferences.

1. E. At the request of the Association, or on the Board's initiative,
2. arrangements may be made for after-school courses, workshops, confer-
3. ences and programs designed to improve the quality of instruction. Every
4. effort will be made to obtain people of the highest qualifications to parti-
5. cipate in the presentation of such programs.

(14) PROFESSIONAL RESPONSIBILITIES - EDUCATIONAL CONFERENCES

1. A. Both the Board of Education and the Association agree that program
2. planning improvements and curriculum coordination are extremely important
3. in fulfilling the needs of individual students and providing the best possible
4. educational program for all students. Also, both parties are aware that in
5. recent years both the scope of educational subject matter and the range of
6. possibilities in curriculum planning and innovations has greatly increased.
7. And, correspondingly, the time necessary for planning and coordinating
8. curriculum change has also greatly increased.

1. B. Therefore, in order to further this important educational goal,
2. as sufficient "banked" hours are accumulated, in-service days may be
3. scheduled for the purpose of departmental planning and curriculum coordination.
4. During other months of the school, teachers undertake the obligation of attend-
5. one after school or evening departmental meeting for this purpose, unless

6. otherwise notified by the department chairman. The meetings referred to
7. above are in addition to the building and general meetings of the faculty
8. for which attendance is also required.

(15) PAYROLL, DUES, ASSESSMENTS, AND OTHER DEDUCTIONS

1. A. Paychecks shall be issued commencing on the second Friday of
2. September, September 10, 1971, and shall continue to be issued on or
3. before every second Friday thereafter for a total of twenty (20) pays.
4. Teachers shall have the alternative of receiving their salaries equally
5. distributed over the twelve month period for a total of twenty-six (26) pays.

1. B. All teachers as a condition of continued employment shall have the
2. option of either:
 3. (1) Within thirty days of the beginning of their first full year's
 4. contract of employment and each subsequent school year hereunder,
 5. teachers may sign and deliver to the business office an assign-
 6. ment authorizing deduction of membership dues or assessments
 7. of the Association or representation fee (including the National
 8. Education Association and the Michigan Education Association)
 9. upon such conditions as the Association and the Board of Education
 10. shall establish. Such sum shall be deducted as dues from the
 11. regular salaries of all teachers making such assignment of wages
 12. and shall be remitted not less frequently than monthly to the Associ-
 13. ation accompanied by a list of teachers from whom the deductions
 14. have been made, or

 15. (2) Within thirty days of the beginning of their first full year's
 16. contract of employment and each subsequent school year hereunder,
 17. the teacher may pay the full membership dues to the Association
 18. without a payroll deduction, or

 19. (3) Within two months of the beginning of their first full year's
 20. contract of employment and each subsequent school year hereunder,
 21. the teacher shall make payment to the Association a representation
 22. fee equivalent to the dues and assessments of the Association
 23. (including the NEA and MEA). However, such teacher shall also
 24. have the option of payroll deduction as described in paragraph (1).
 25. In the event the representation fee shall not be paid, the Board,
 26. upon receiving a signed statement from the Association indicating
 27. the teacher has failed to comply with this condition, shall immediately
 28. notify said teacher his services shall be discontinued at the end of
 29. the current semester. The Board shall terminate the employment
 30. of any teacher who has not paid his representation fee by the end of
 31. current semester. The refusal of said teacher to contribute fairly
 32. to the costs of negotiation and administration of this and subsequent
 33. agreements is recognized as just and reasonable cause for termination
 34. of employment.

1. C. The Board will also authorize payroll deductions, upon written
2. request of a teacher, for personal or charitable purposes in addition to
3. Association dues to the extent deemed reasonable by the Board and within
4. the limitations set by available office personnel and equipment.

1. D. The Board shall not be liable to the Association by reason of the
2. requirements of this Agreement for the remittance or payment of any sum
3. other than that constituting actual deductions made from salaries earned
4. by teachers and the Board's monthly contribution toward payment of the
5. teacher's insurance premium.

(16) PROFESSIONAL COMPENSATION

1. A. The salaries of teachers covered by this Agreement are set forth
2. in Schedule "A" which is attached to and incorporated in this Agreement. The
3. Base salary for degree teachers shall be \$7,440. Such salary schedule shall
4. remain in effect during the one-year term of this Agreement.

1. B. Co-curricular responsibilities will be compensated for by a
2. percentage basis on the number of years experience in the activity in
3. which compensation is being paid as set forth in Schedule "B" which is
4. attached to and incorporated in this Agreement. Computation will be
5. made by multiplying the percentage factor for the activity by the basic
6. salary (number of years experience in the activity) on the salary schedule.
7. Credit for up to five (5) years of previous experience in an activity will be
8. given incoming teachers to the school system. Instructors who are either
9. promoted or demoted within an activity will retain their years of experience.

10. Example: A teacher on the 3rd step of the salary schedule with no
11. prior experience in the activity will be placed on "0" step for the specific
12. activity on the salary schedule. Each additional year of experience the
13. teacher gains in the specific activity will progress him one step on the salary
14. schedule. Exceptions to this agreement are 11th-12th grade sponsors.

1. C. The teaching experience records of all teachers returning to the
2. system under terms of this Agreement shall be reviewed and adjusted, if
3. need be, to allow full credit on the salary schedule for previous years of
4. teaching experience outside the school district, not to exceed a total of
5. five (5) years, two (2) of which may be for pre-degree teaching experience.

6. Contracts will be issued to all teachers, after the necessary adjust-
7. ments have been made, and the teacher's signature on the Board's copy of
8. the 1971-72 teaching contract will indicate that the two parties are in com-
9. plete agreement as to the teacher's proper placement on the salary schedule
10. and credit for previous teaching experience will henceforth not be recognized
11. as a legitimate basis for a grievance by that teacher.

1. D. All teachers newly employed shall be given full credit on the salary
2. schedule for previous years of teaching outside the school district, not to
3. exceed a total of five (5) years, two of which may be for pre-degree teaching
4. experience.

1. E. In a case where one-half (1/2) year's service is involved, credit
2. for a full year shall be allowed.

1. F. In the event teachers volunteer as chaperones for spectator
2. buses to high school varsity contests, payment will be made on a one-way
3. mileage basis for not less than one chaperone per spectator bus according
4. to the following schedule:

5.	1	-	24 miles	\$ 5.00
6.	24	-	49 miles	6.00
7.	50	-	74 miles	7.00
8.	75	-	99 miles	8.00
9.	100 + miles			.10 per mile

1. G. Increments become effective September 1 of each year and advance-
2. ment under the salary schedule shall be automatic as of September 1 follow-
3. ing completion of required academic or professional courses. Horizontal
4. advancement under the salary schedule shall be automatic as of the begin-
5. ning of the semester following completion of required academic or pro-
6. fessional courses.

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

1. I. Teachers shall receive eight (8) cents a mile travel allowance
2. for use of their private automobiles while on authorized school business.

1. J. Junior and senior high school teachers may volunteer or be
2. assigned temporary substitute teaching assignments during their scheduled
3. preparation period and will be paid at the rate of five (5) dollars for each
4. period not to exceed sixty (60) minutes, to which they volunteer or are
5. assigned. Such assignment shall be on a rotating basis so that all teachers
6. within the building are included in the duty schedule. An assignment
7. schedule shall be set up so each high school and junior high school teacher
8. shall have only one day of each week designated for assigned substitute duty.
9. Under normal circumstances, teachers assigned substitute duties will be
10. notified of such assignments before the close of the first class period of the
11. morning session. Exchanges in this schedule will be the responsibility of
12. the teacher so assigned. A form, in duplicate, shall be provided by the
13. office for all substitute assignments.

(17) INSURANCE

1. A. The Board agrees to make supplemental payments on Hospitalization
2. and Surgical Insurance premiums on one policy for each teacher subscribing
3. to Michigan Blue-Cross - Blue Shield Hospital Surgical Insurance or M. E. A.
4. Super Med Care Protection up to a maximum of fourteen (14) dollars a month
5. for a period of twelve (12) months commencing with the September 1971
6. premium. In the event the teacher is head of the household and the spouse
7. is not employed by the Board, the Board's supplemental payment on the
8. above mentioned premium will be twenty-five (25) dollars each month.

1. F. In the event both husband and spouse are full-time teachers in the
2. district, the supplemental payment by the Board may be applied on either
3. individual subscriber premiums up to a maximum of fourteen (14) dollars a
4. month for each policy or combined and applied toward premiums on a joint
5. or family policy up to a maximum of thirty (30) dollars a month for the year.

1. C. Any teacher on the staff may elect not to have the Board supplement
2. payments for the above mentioned health and accident insurance and the
3. Board, upon request, will apply a maximum of fourteen (14) dollars a month
4. for the year on any other type of M. E. A. insurance which is offered and
5. subscribed to by the teacher.

(18) SICK AND BUSINESS LEAVE

1. A. First year probationary teachers shall have six (6) days of sick leave
2. allowance credited to them at the beginning of each school year and will earn
3. the remaining five (5) days of sick leave on the basis of one (1) working day
4. for each month or portion of a month taught during the first five (5) months
5. of the school year. All other teachers will have eleven (11) days of sick
6. leave allowance credited to them at the beginning of each school year.
7. Unused sick leave allowance may be accumulated to a maximum of one
8. hundred (100) days.

9. Sick leave may be used for the following:

10. (1) Personal illness or injury which renders the teacher unfit
11. for service.

12. (2) Serious illness, injury, or hospitalization of a member of the
13. teacher's household which necessitates the teacher's absence from
14. school. Sick leave used under this provision shall be limited to
15. an accumulative total not to exceed five (5) days in any one (1)
16. contractual year. Exceptions to this yearly time limitation may be
17. granted in special cases, if arrangements are made with the Ad-
18. ministration and approved by the Board.

19. (3) Five (5) consecutive duty days because of death and funeral
20. in the immediate family per incident (spouse, child, grandchild,
21. parent, brother, sister, grandparents, mother-in-law, father-in-
22. law).

23. (4) Attendance at the funeral of a close friend or relative not to
24. exceed one (1) day.

25. (5) Personal business not to exceed two (2) days in any one (1)
26. contractual year when it is not possible to arrange such business
27. for non-duty hours and arrangements for such leave have been made
28. with the administration as far in advance as possible and at least
29. twenty-four (24) hours in advance. Business leave may not be used
30. to seek or engage in any form of employment, for recreation, for
31. extended vacations, or for Association business.

1. B. Any teacher who is absent because of injury or disease incurred
2. while working for the Board and compensable under the Michigan Workmen's
3. Compensation law shall receive from the Board of Education the difference
4. between the allowance under the Workmen's Compensation law and his regular
5. salary for the duration of the school fiscal year with no subtraction of sick
6. leave.

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

1. D. Teachers shall be informed of a telephone number they must call
2. before 7:00 a. m. to report unavailability for work. Once a teacher has
3. reported unavailability, it shall be the responsibility of the administration
4. to arrange for a substitute teacher.

1. E. At the beginning of every school year, the Association shall be
2. credited with two (2) days of business leave allowance to be used by teachers
3. who are officers or representatives of the Association, such use to be at
4. the discretion of the Association. The Association agrees to notify the Board
5. no less than forty-eight (48) hours in advance of the date for the intended use
6. of said leave.

(19) IMPRACTICABLE DRIVING CONDITIONS

1. No teacher shall suffer loss of salary for time lost because of
2. impracticable driving conditions. Impracticable driving conditions will be
3. determined as roads deemed so by cancellation of bus runs on the roads
4. involved. When the schools are closed to students due to the above condi-
5. tions, teachers shall not be required to report for duty.

(20) JURY DUTY OR SUBPOENAED WITNESS

1. A teacher who serves on Jury Duty or as a subpoenaed witness,
2. and is not the defendant, will be paid the difference between his pay for
3. jury duty or witness fee and his regular pay.

(21) UNPAID LEAVES OF ABSENCE

1. A. A leave of absence of up to two (2) years shall be granted to any
 2. teacher, upon application, for the purpose of participating in exchange
 3. teaching programs in other states, territories or countries; foreign or
 4. military teaching programs; the Peace Corps, Teacher's Corps or Job Corps
 5. as a full-time participant in such program; or a cultural travel or work
 6. program related to his professional responsibilities; provided said teacher
 7. states his intention to return to the school system. Upon return from such
 8. leave, a teacher shall be placed at the same position on the salary schedule
 9. as he would have been had he taught in the district during such period.
-
1. B. A leave of absence of up to two (2) years shall be granted to any
 2. teacher, upon application, for the purpose of engaging in full-time study at
 3. an accredited college or university reasonably related to his professional
 4. responsibilities. The Board may approve such leaves for any teacher WHO
 5. HAS SERVED IN THE SYSTEM SEVEN (7) OR MORE YEARS and after his
 6. returning to the school district he shall be placed at the same position on
 7. the salary schedule as he would have been had he taught in the district during
 8. such period.
-
1. C. A military leave of absence shall be granted to any teacher who shall
 2. be inducted for military duty in any branch of the armed forces of the United
 3. States. Upon return from such leave, a teacher shall be placed at the same
 4. position on the salary schedule as he would have been had he taught in the
 5. district during such period.
-
1. D. A leave of absence of up to two (2) years shall be granted to any
 2. teacher upon application for the purpose of serving as an officer of the
 3. Association or on its staff.
-
1. E. A leave of absence not to exceed two (2) years shall be granted to
 2. any teacher upon application for the purpose of campaigning for, or serving
 3. in, a public office.
-
1. F. Maternity leave of up to eighteen (18) months shall be granted a
 2. tenure teacher. A leave shall commence not later than the end of the eighth (8)
 3. month of pregnancy. The teacher shall be re-employed at the beginning
 4. of the first regular semester, upon sixty (60) day notice of her intent and
 5. submission of a favorable medical report from a qualified physician.

(22) DEPARTMENT CHAIRMEN AND CLUSTER LEADERS

1. A. Any department of the junior and senior high school, having four
 2. or more teachers, may each year recommend one teacher to be department
 3. chairman. Each of these departments shall each year have a department
 4. chairman appointed from among their members by the Administration. The
 5. department chairman shall exercise the coordination of programs and mater-
 6. ials and shall serve as instructional liason between the teachers of the depart-
 7. ment and the school administration. Such chairman shall not be considered
 8. an administrative employee. Compensation shall be based upon a fixed
 9. minimum set forth in the co-curricular salary schedule and a variable com-
 10. pensation for extended duties as agreed upon by the chairman and the Admin-
 11. istration.
-
1. B. Cluster leaders at Carson City Elementary shall be appointed by
 2. the administration with duties defined by the administrator.

(23) PROFESSIONAL EDUCATIONAL STUDY COMMITTEE

1. A. There is hereby established a Professional Educational Study
 2. Committee consisting of not more than five (5) representatives appointed
 3. by the Board, and five (5) representatives appointed by the Association.
-
1. B. The P. E. S. C. shall meet once a month at a time deemed convenient
 2. and proper, during the regular school year and at other times deemed
 3. necessary by the majority of the members. P. E. S. C. meetings shall be
 4. automatically canceled during the time contract negotiations are in progress
 5. and may be canceled by mutual consent of the Association Chairman and
 6. Superintendent with such cancelation being agreed upon at least twenty-four
 7. (24) hours in advance of the scheduled meeting.
-
1. C. Meetings shall be for a period of time not to exceed two (2) hours
 2. unless an extension of the time limit is mutually agreed upon by the two
 3. parties.
-
1. D. Subjects of study may include, but are not to be limited to,
 2. teaching techniques, courses of study, textbooks, curriculum guides,
 3. pupil testing and evaluation, philosophy and educational goals of the
 4. district, research and experimentation, educational specifications for
 5. buildings and the prevention of formal grievances based on insufficient
 6. information or misunderstandings.
-
1. E. Teachers with unresolved instructional or contractual problems
 2. may request and be granted a hearing before the committee. Such hearings
 3. shall be properly documented and forwarded, with recommendations, from
 4. the P. E. S. C. to the Board.
-
1. F. The purpose of these committee meetings is to provide a direct two-
 2. way means of communication between the Board and the Association for their
 3. mutual benefit. Association representatives will be provided copies of the
 4. monthly school Board meeting agenda on the Thursday preceding the second
 5. Monday of each month. Minutes of the most recent P. E. S. C. will be for-
 6. warded to Board members with their copy of the agenda.

1. G. The P. E. S. C. may appoint such joint professional study sub-
2. committees as are deemed necessary.

(24) REDUCTIONS IN PERSONNEL - ANNEXATIONS AND CONSOLIDATIONS OF DISTRICTS

1. A. To the full extent permitted by law, this Agreement shall be binding
 2. upon the Board and its successor personnel and upon any school district into
 3. which or with which this district shall be merged or combined.
-
1. B. In the event this district shall be combined with one or more district,
 2. the Board will use its best efforts to assure the continued employment of its
 3. teachers in such consolidated district.
-
1. C. Should substantial and unforeseen changes in student population
 2. or other conditions make necessary a general reduction in the number of
 3. teachers employed by the Board, the Board will retain, as nearly as
 4. possible, those teachers with permanent teaching certificates having the
 5. longest service in the district. The Board will further use their best
 6. efforts to assist all teachers terminated for lack of duty to secure employ-
 7. ment in adjacent school district upon terms and conditions as nearly
 8. comparable as possible.

(25) SCHOOL CALENDAR

1. A. For the term of this Agreement, the school calendar shall be set
 2. forth as in Appendix "A". There shall be no deviation from or change in
 3. the school calendar except by mutual agreement of the Board and the
 4. Association.
-
1. B. When school shall be closed because of inclement weather, all
 2. teachers shall be notified by the telephone fan-out system no later than 7:00
 3. A.M. or at a reasonable time thereafter. At least one local radio station
 4. shall also be notified. On such days teachers shall not be required to be in
 5. attendance and shall suffer no loss of pay.
-
1. C. No after school activities involving teachers shall be scheduled
 2. on the second Wednesday of each month. The time will be set aside for
 3. the Association District meeting.

(26) PROFESSIONAL GRIEVANCE PROCEDURE

(Grievance forms may be obtained from the Association's building representative.)

1. A. If an individual teacher has a personal complaint which he desires
2. to discuss with his building principal, he is free to do so without recourse
3. to the formal grievance procedure.

1. B. Alleged violations which have occurred more than thirty (30) days
2. prior to the time written grievance proceedings are initiated will not be
3. considered as a proper basis for a grievance, and no action will be taken
4. on such matters.

1. C. No formal grievance shall be adjusted without prior notification
2. to the Association and opportunity provided for an Association representative
3. to be present at the hearing, nor shall any adjustment of a grievance be incon-
4. sistent with the terms of this Agreement.

1. D. The time limits provided in this section shall be strictly observed,
2. but may be extended by written agreement of the parties. In the event a
3. grievance is filed, after May 15th of any year, and strict adherence to the
4. time limits may result in hardship to any party, the Board shall use its
5. best efforts to process such grievance prior to the end of the school term
6. or as soon thereafter as possible.

1. E. Copies of the written Grievance Report and the action taken at each
2. step thereafter will be promptly forwarded to the Grievant, the Association,
3. the building Principal, and the Superintendent.

1. F. Any teacher or group of teachers with an alleged grievance or
2. questions of interpretation arising under this Agreement, or supplemental
3. agreements thereto, shall present the matter to the Administration and
4. have it processed as set forth below:

STEP ONE (1) BUILDING PRINCIPAL (VERBAL)

1. If a teacher (or group of teachers) believes he has a grievance,
2. he shall discuss the alleged grievance with his building Principal or refer
3. the grievance to the Association's Building Representative who shall
4. accompany, and represent, the teacher in an informal discussion of the
5. matter with the Principal in an effort to resolve the grievance.

STEP TWO (2) BUILDING PRINCIPAL (WRITTEN)

1. (1) If, as a result of the informal discussion with the building
2. Principal, a grievance still seems to exist, the grievant may
3. invoke the formal written grievance procedure on the form set
4. forth in Appendix "C", clearly indicating the provision or pro-
5. visions alleged to have been violated, and adequately setting forth
6. the facts pertaining to the alleged violation, signed by the grievant
7. and a representative of the Association, and present it to the
8. building Principal.

1. (2) Within three (3) school days of receipt of the grievance, the
2. Principal shall meet with the grievant and Association representative
3. in a second effort to resolve the grievance.

1. (3) The Principal shall indicate his answer to the grievance in
2. writing within three (3) school days after such meeting.

1. (4) The grievance not appealed in writing from the answer at the
2. second (2nd) step of the grievance procedure within three (3) school
3. days after such answer shall be considered settled on the basis of
4. the last answer and not subject to further review.

STEP THREE (3) SUPERINTENDENT (WRITTEN)

1. (1) If the Principal's answer is not satisfactory, the grievance may
2. be referred by endorsement to the Superintendent.

1. (2) Within five (5) school days the Superintendent or his designee
2. shall meet with the grievant and not more than two (2) Association
3. representatives in a further effort to resolve the grievance.

1. (3) The Superintendent or his designee shall indicate his answer
2. to the grievance in writing within five (5) school days after such
3. meeting.

1. (4) The grievance not appealed in writing from the answer at the
2. third (3rd) step of the grievance procedure within five (5) school
3. days after such answer shall be considered settled on the basis of
4. the last answer and not subject to further review.

STEP FOUR (4) BOARD OF EDUCATION (WRITTEN)

1. (1) If the Superintendent's answer to the grievance is not
2. satisfactory to the grievant and/or Association and the Association
3. believes that the matter should be carried further, it may refer it
4. by endorsement to the Board for further review.

1. (2) The Board, no later than its next regular meeting or two (2)
2. calendar weeks, whichever shall be later, may hold a hearing on
3. the grievance, review such grievance in executive session, or
4. give such other consideration as it shall deem appropriate.

1. (3) An answer to the grievance in writing by the Board shall be
2. made no later than seven (7) calendar days thereafter.

1. (4) Any grievance not appealed in writing from an answer at the
2. fourth (4th) step of the grievance procedure within seven (7)
3. calendar days after such answer shall be considered settled on
4. the basis of the last answer and not subject to further review.

STEP FIVE (5) MEDIATION

1. (1) If the Board's disposition of the grievance is not satisfactory
2. and the Association believes the matter should be carried further,
3. the Association will notify the Board in writing of its decision.

1. (2) After such notification, the parties will promptly submit the
2. grievance to mediation before an impartial mediator selected by
3. the parties. If the parties cannot agree as to the mediator, he
4. shall be selected by the Michigan Labor Mediation Board in accord-
5. ance with its rules which shall likewise govern the mediation hearing.

(27) UNJUST DISCHARGE

1. If any teacher for whom a grievance is sustained shall be found
2. to have been unjustly discharged, he shall be reinstated with full reimburse-
3. ment of all professional compensation lost. If he shall have been found to
4. have been improperly deprived of any professional compensation or advan-
5. tage, the same or its equivalent in money shall be paid to him.

(28) NEGOTIATION PROCEDURES

1. A. Between February 1st and February 15th, the parties shall initiate
2. negotiation for the purpose of entering into a successor agreement for the
3. forthcoming year.

1. B. Neither party in any negotiations shall have any control over
2. the selection of the negotiating or bargaining representatives of the
3. other party. The parties mutually pledge that their representatives will
4. be clothed with all necessary power and authority to make proposals, con-
5. sider proposals, and make concessions in the course of negotiations. Both
6. parties agree to submit the final agreement for ratification to their appro-
7. priate governing bodies on the same calendar date. After ratification by
8. both parties their representatives shall attach their signatures to the
9. ratified agreement within a reasonable time after ratification.

1. C. There shall be four (4) signed copies of the Agreement for purposes
2. of record. One copy shall be retained by the Board, one copy by the Super-
3. intendent, and two by the Association.

(29) MISCELLANEOUS PROVISIONS

1. A. This Agreement shall constitute the full and complete commitments
2. between both parties and may be altered, changed, added to, deleted from
3. or modified only through the voluntary mutual consent of the parties in
4. written and signed amendments to this Agreement.

1. B. The provisions herein contained and including Schedules "A", "B",
2. and Appendices "A", "B¹", "B²", "C", "D", "E" and "F" constitute the
3. entire Agreement between the parties.

1. C. This Agreement shall supersede any rules, regulations or
2. practices of the Board which shall be contrary to or inconsistent with
3. its terms. It shall likewise supersede any contrary or inconsistent
4. terms contained in any individual teacher contracts heretofore in effect.
5. All future individual teacher contracts shall be in the form provided in
6. Appendix "B¹" or "B²" and shall be made expressly subject to the terms of
7. this Agreement. The provisions of this Agreement shall be incorporated
8. into and be considered part of the established policies of the Board.

1. D. This Agreement shall not be interpreted or applied to deprive
2. teachers of professional advantages heretofore enjoyed unless expressly
3. stated herein.

1. E. If any provision of this Agreement or any application of the
2. Agreement to any employee or group of employees shall be found contrary
3. to law, then such provision or application shall not be deemed valid and
4. subsisting except to the extent permitted by law, but all other provisions
5. or applications shall continue in full force and effect.

1. F. Copies of this Agreement shall be printed, or otherwise reproduced
2. within thirty (30) days after the Agreement is signed, at the expense of the
3. Board and presented to all teachers now employed or hereafter employed
4. by the Board.

(30) DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1971 and shall
2. continue in effect until the 30th day of June, 1972. This Agreement
3. shall not be extended orally and it is expressly understood that it shall
4. expire on the date indicated.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date signed 10-11-71

EDUCATION ASSOCIATION

By Frank Kenda
Its President

By Sally Pithamel
Its Secretary

By Frank Kenda
Chairman, Negotiating Committee

By Alice Buskirk
Negotiating Committeeman

By Bruce Tosken
Negotiating Committeeman

BOARD OF EDUCATION

By Thomas O'Connell
Its President

By Robert Bellagowan
Its Vice President

By R. Byron Hoge
Its Secretary

By Arthur Kuntze
Its Treasurer

By Stanley S. Schaffer
Trustee

CARSON CITY-CRYSTAL AREA SCHOOLS

1971-72

SALARY SCHEDULE

SCHEDULE "A"

YEAR	%	BACHELOR'S	%	MASTER'S	%	+15	%	+30	%	+45	%	+60
		\$		\$		\$		\$		\$		\$
0	1.0000	7,440	1.0800	8,035	1.0950	8,147	1.1100	8,258	1.1300	8,407	1.1500	8,556
1	1.0400	7,738	1.1232	8,357	1.1390	8,474	1.1544	8,589	1.1753	8,744	1.1961	8,899
2	1.0817	8,048	1.1649	8,667	1.1856	8,821	1.2065	8,976	1.2273	9,131	1.2480	9,285
3	1.1232	8,357	1.2168	9,053	1.2325	9,170	1.2481	9,286	1.2688	9,440	1.2897	9,595
4	1.1649	8,667	1.2688	9,440	1.2845	9,557	1.3000	9,672	1.3208	9,827	1.3417	9,982
5	1.2168	9,053	1.3105	9,750	1.3313	9,905	1.3655	10,159	1.3728	10,214	1.3937	10,369
6	1.2688	9,440	1.3625	10,137	1.3833	10,292	1.4040	10,446	1.4249	10,601	1.4560	10,833
7	1.3208	9,827	1.4352	10,678	1.4560	10,833	1.4769	10,988	1.4977	11,143	1.5289	11,375
8	1.3729	10,214	1.4872	11,065	1.5030	11,182	1.5288	11,375	1.5601	11,607	1.5809	11,762
9	1.4456	10,756	1.5600	11,607	1.5809	11,762	1.6017	11,917	1.6223	12,070	1.6536	12,303
10	1.5080	11,220	1.6327	12,149	1.6536	12,303	1.6744	12,458	1.6950	12,611	1.7265	12,845

YEAR

%

NON-DEGREE

\$

0	.9500	7,068
1	.9880	7,351
2	1.0297	7,661
3	1.0712	7,970
4	1.1129	8,280
5	1.1544	8,589

CARSON CITY-CRYSTAL AREA SCHOOLS
1971-72
CO-CURRICULAR COMPENSATION
SCHEDULE "B"

Audio-Visual Director	3%	Music Director, Instr.	10%
Baseball - Head Coach	6%	School Paper Advisor	2%
Baseball - Jr. Varsity	3%	Special Ed Instructor	4%
Basketball - Head Coach	10%	Student Council Advisor	3%
Basketball - Jr. Varsity	6%	Track - Head Coach	5%
Basketball - Freshman	5%	Track - Ass't Coach	3%
Basketball - Jr. High or 2% + 2%	4%	Wrestling Coach - or with Ass't 5% + 3%	6%
Basketball - Girls or 3 1/2% + 2 1/2%	6%	Yearbook Advisor	3%
Cheerleader Sponsor	2%	Department Chairman	2-7% **
*Class Sponsors (2) Jr.	2%		
*Class Sponsors (2) Sr.	2%	*Computed on teacher's base salary. No experience factor.	
Club Sponsors	1%		
Cluster Leader	7%	**See Appendix E	
Cross Country Coach	4%		
Dramatics Coach	3%		
Debate Coach	2%		
Football - Head Coach	9%		
Football - Ass't Coach	5%		
Football - Jr. Varsity	5%		
Football - Jr. Varsity Ass't	4%		
Forensics Coach	2%		
Golf Coach	4%		

APPENDIX "A"

CARSON CITY-CRYSTAL AREA SCHOOLS

SCHOOL CALENDAR

1971-72

		<u>Days of Work</u>	<u>Days of Session</u>
August 30	Pre-School Conference		
31	First day for students	2	1
September 6	Labor Day vacation	21	21
October		21	21
November 15	Deer Hunting vacation		
25-26	Thanksgiving vacation	19	19
December 23	Christmas vacation begins	16	16
January 3	School reconvenes		
14	Semester ends - No school for students - Records day	21	20
February 3	Parent-Teacher Conferences - No school for students	21	20
March 31	Start Easter Vacation	22	22
April 10	School reconvenes	15	15
May 29	Memorial Day vacation	22	22
June 4	Baccalaureate		
June 7	Last day for students		
7	Commencement		
8	Records Day - No students	6	5
		<hr/>	<hr/>
		186	182

APPENDIX "B1"

NAME OF SCHOOL _____

(CONTINUING CONTRACT--SALARY NOTICE)

Name _____

Date _____

You are hereby notified that the _____ school year
will commence _____ and will consist of _____ days.

Your salary will be _____, payable
in ²⁰/₂₆ payments starting _____

SALARY COMPUTATION:

Degree or Semester Hours	_____	
Base Salary		\$ _____
Years Credit		
Within System	_____	\$ _____
Outside System	_____	\$ _____
Professional Growth		
Increment Hours	_____	\$ _____
Extra Duty Assignment		
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
TOTAL		\$ _____

Signature _____

Please sign and return to office by _____

I hereby ^{accept}/_{decline} the appointment for the year _____

Signature _____



PROBATIONARY TEACHER
CONTRACT OF EMPLOYMENT

This Agreement Made this day, _____ 19____ between _____

Legal Name of School District

hereinafter called the District, and _____

hereinafter called the Teacher. For the school year _____

WITNESSETH:

- CERTIFICATION**—It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
- EMPLOYMENT AND DUTIES**—Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract.
- TENURE ACT**—The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended).
- COMPENSATION**—The District agrees to pay a basic annual salary as a Teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
- EXTRA DUTIES**—It is understood between the parties that a Contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
- SICK LEAVE**—The Teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
- PROBATIONARY STATUS**—The Teacher is herewith retained on a PROBATIONARY basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended), said probationary period of _____ duration. Continuing Tenure is not herein afforded to the Teacher at this time, but is specifically withheld pending satisfactory performance during the probationary period.
- The Provisions of this contract are subject to the terms and conditions to be determined in the master agreement if developed, between the _____ and the Board of Education.

9. **CONTRACT AND FINANCIAL INFORMATION:**

Base Annual Salary \$ _____

Length of Contract	Starting Date	Termination Date

_____ \$ _____

_____ \$ _____

_____ \$ _____

Said sum (total salary) shall be paid in equal installments, the first payment to be made about _____ 19____ with subsequent payments to be made as follows:

TOTAL SALARY \$ _____

IN WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.

TEACHER

BOARD OF EDUCATION

Signature _____

Print or type name _____

Address _____

APPENDIX "C"
GRIEVANCE REPORT FORM

9/26/67

Grievance # _____ School District _____ <p style="text-align: center;">GRIEVANCE REPORT</p> Submit to Principal in Duplicate	<p style="text-align: center;"><u>Distribution of Form</u></p> 1. Superintendent 2. Principal 3. Association 4. Teacher		
<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

Signature	Date

C. Disposition by Principal _____

Signature of Principal	Date

D. Position of Grievant and/or Association _____

Signature	Date

STEP II

A. Date Received by Superintendent or Designee _____

If additional space is needed in reporting Sections B1 & 2 of Step I, attach an additional sheet.

(Note: Continued on reverse side)

APPENDIX "C"

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator Date of Decision

NOTE: All provisions of Article _____ of the Agreement dated _____, 196____, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

AREAS OF TEACHER EVALUATION

1. PERSONAL QUALITIES

Personal appearance
Reliable
Punctual
Maintains good health
Emotionally stable
Uses initiative, creativity
Voice-effectiveness, utilization
Sense of humor
Poise, self-confidence
Attempts to correct weaknesses
Shows good judgment, tact
Enthusiastic

2. PROFESSIONAL QUALITIES AND ATTITUDES

Is ethical
Adheres to administrative policies
Accepts and uses suggestions
Seeks help when needed
Participation in advanced training
Participation in in-service meetings

3. TEACHER-STAFF RELATIONSHIP

Cooperative
Accepts share of responsibilities
Expresses own professional convictions
Respects opinions of others
Shares ideas and materials

4. TEACHER-PARENT RELATIONSHIP

Works understandingly and cooperatively with parents

5. INSTRUCTIONAL AND GUIDANCE SKILLS

Knowledge of subject matter
Uses available resource materials
Evidence of lesson plans
Presentation, with enthusiasm, appropriate methods
Uses audio-visual equipment effectively
Provides for learning differences, needs
Provides for emotional, physical, social differences
Appears to motivate students' interest
Encourages self-discipline
Rapport -- teacher-student, commands respect
Provides individual counseling

CARSON CITY-CRYSTAL AREA SCHOOLS

APPENDIX "E"

VARIABLE CO-CURRICULAR PAY FOR DEPARTMENT CHAIRMEN

2% - 7%

I BASIC DUTIES - 2%

1. Non-tenure teacher evaluation
2. Calling and chairing department meetings
3. Speaking for department on necessary occasions
4. Submitting proposals and recommendations for department for the next year

II POSSIBLE EXTENDED DUTIES: 0% - 5%

1/2% for each

1. Developing, extending, and adjusting curriculum
2. Examining and propagating information applicable to the department
3. Working with other departments to provide overlapping, relevant projects for students
4. Working on book selection, where relevant
5. Developing a professional and student resource center for the department
6. Developing a plan for in-service meetings relevant to the department needs
7. Evaluating all teachers in department and overall role of department
8. Working for community acceptance and understanding of department and curriculum
9. Work counseling students to extend interest and work within the field
10. Working with teachers, students, and administrators to solve student problems in the department and set standards for the department
11. Developing, implementing and evaluating new methods for teaching in the area
12. Working during summer months to be sure the program for the coming year is properly set up, and that new teachers understand their role and position in the department
13. Other duties mutually agreeable to both chairman and administration

- III The proposed plan for each of these selected extended duties is to be submitted by the department chairmen, to the administration to be validated and then implemented by the chairman. This will allow for many variations in methods as to how any of these twelve duties will be carried out.

- IV If there is any question as to whether the proposed plan has been carried out as approved, the matter can be appealed through the Professional Educational Studies Committee.

APPENDIX "F"

CODE OF ETHICS

of the

CARSON CITY-CRYSTAL EDUCATION ASSOCIATION

PREAMBLE

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

PRINCIPLE I

Commitment to the Student

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator -

1. Shall deal justly and considerately with each student.
2. Shall not, without just cause, restrain the student from independent action in his pursuit of learning, and shall not, without just cause, deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.

6. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny his benefits under any program, nor grant any discriminatory consideration or advantage.
7. Shall not use professional relationships with students for private advantage.
8. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
9. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.
10. Shall conduct conferences with or concerning students in an appropriate place and manner.
11. Shall refrain from commenting unprofessionally about a student or his home.
12. Shall inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
13. Shall seek constantly to improve learning facilities and opportunities.

PRINCIPLE II

Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator -

1. Shall share the responsibility for improving the educational opportunities for all.
2. Shall 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.

3. Shall not knowingly distort or misrepresent the facts concerning educational matters in direct and indirect public expressions.
4. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
5. Shall use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
7. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
8. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgment, nor offer any favor, service or thing of value to obtain special advantage.
9. Shall recognize that each educational institution may have a person authorized to interpret its official policies and acknowledge the right and responsibility of the public to participate in the formulation of educational policy.

PRINCIPLE III

Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his 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, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to the profession, the educator -

1. Shall recognize that a profession must accept responsibility for the conduct of its members and understand that his own conduct may be regarded as representative.
2. Shall participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.

3. Shall accord just and 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.
4. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
5. Shall cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
6. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
7. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.
8. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
9. Shall make appropriate use of time granted for professional purposes.
10. Shall interpret and use the writing of others and the findings of educational research with intellectual honesty.
11. Shall maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypothesis.
12. Shall not misrepresent his professional qualifications.
13. Shall not knowingly distort evaluations of colleagues.
14. Shall not discriminate on grounds of race, color, creed, or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.

PRINCIPLE IV

Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligations to professional employment practices, the educator -

1. Shall apply for or accept a position of responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
5. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
6. Shall not accept a position when so requested by the appropriate professional organization.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.