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June 30, 1976

July 1, 1974 - June 30, 1976

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 School

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Carson City - Crystal Area Schools
Carson City, Michigan 48811

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MASTER AGREEMENT
CARSON CITY-CRYSTAL AREA SCHOOLS
July 1, 1974 - June 30, 1976

1. This agreement entered into this 12th day of August, 1974, 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

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right to make final decisions WITHIN THE TERMS OF THIS AGREEMENT, relating to the following:

(1) The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

(2) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

(3) To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

(4) The means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

(5) Class schedules, the hours of instruction, and the duties responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

(4) ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to Act 379, of the Public Acts of 1965, the Board hereby agrees that teachers shall have the right to organize, join and support the

3. Association for the purpose of engaging in collective negotiations and other
 4. lawful activities.
-
1. B. The Board and Association agree to abide by Act 379 of the Public
 2. Acts of 1965 and all amendments thereto and all the applicable laws and
 3. statutes pertaining to teachers rights and responsibilities. The Board
 4. further agrees that it shall not directly or indirectly discourage or deprive
 5. or coerce any teacher in the enjoyment of their rights granted to them under
 6. the law.
-
1. C. Nothing contained herein shall be construed to prevent any individual
 2. teacher from presenting a grievance and having the grievance adjusted with-
 3. out intervention of the Association, if the adjustment is not inconsistent with
 4. the terms of this Agreement, provided that the Association has been given
 5. the opportunity to be present at such adjustment.
-
1. D. The Association shall have permission to use school buildings
 2. and facilities at reasonable hours for meetings, in accordance with existing
 3. Board policy. Teachers bulletin boards, typewriters, duplicating equipment,
 4. and other established media of communication shall be made available to the
 5. Association. Telephone facilities shall be made available to teachers for
 6. their reasonable use.
-
1. E. Duly authorized representatives of the Association shall have the
 2. right to transact official Association business on school property with the
 3. permission of the principal of the building, provided that this shall not inter-
 4. fere with or interrupt normal school operation. No Association, Board, or
 5. Administrative positions on matters relating to Supervisor-Teacher or
 6. Board-Association relationship shall be discussed in the hearing of students.
-
1. F. The Board agrees to furnish to the Association, in response to
 2. reasonable requests and consult with the Association President or his
 3. designees, on new tax programs, construction programs, or major revis-
 4. ions of instructional educational policies which are under consideration and
 5. the Association shall be given the opportunity to advise the Board with respect
 6. to said matters. Original records must be examined in the office of the school.
 7. All decisions of the Board shall be final.
-
1. G. The Board shall furnish to the Association, five (5) written copies of
 2. all newly adopted Board policies.
-
1. H. Each teacher shall have the right, upon request to the Superintendent,
 2. to review the contents of his own personal file, excluding confidential college
 3. materials. A representative of the Association may, at the teacher's request,
 4. accompany this teacher in this review. Each teacher's personal file shall
 5. contain the following minimum items of information, or such information
 6. shall be easily accessible upon request:
7. 1. Annual TE report and required medical information
 8. 2. All teacher evaluation reports

9. 3. Copies of annual contracts
10. 4. Teacher's certificate OR A COPY
11. 5. Letter of recommendation GIVEN DURING THE TEACHER'S
12. TENURE IN THE SYSTEM
13. 6. A transcript of academic records
14. 7. Tenure recommendations
15. 8. Record of voluntary extra-curricular activities
16. 9. Record of sick leave and personal leave updated at the end
17. of each semester.

18. Photostatic copies of the teacher's academic records and teaching certificate
 19. shall be made for the personnel file, returning the original copies to the
 20. teacher.

1. I. 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.

(5) TEACHING CONDITIONS

1. A. The parties recognize that the availability of optimum school facil-
2. ities for both student and teacher is desirable. It is also acknowledged that
3. the primary duty and responsibility of the teacher is to educate, and that the
4. organization of the school and the school day should be directed to insuring
5. that the energy of the teacher is primarily utilized to this end.

1. B. Education is not or shall ever be, a status quo or complacent situation.
2. The parties recognize that innovations should be brought into the educational
3. planning. The Board agrees to attempt to observe and maintain class size
4. subject to space availability, installation of experimental or innovative pro-
5. grams, budgetary limitations and availability of teachers or necessary funds.

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 for
6. teaching supplies, materials, and equipment to be used during the next school
7. year. Emergency or special project materials may be requested at any time
8. and shall be requested in writing through the building Principal to the Super-
9. intendent, and if need be to the Board for approval.

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 teacher
3. of the class in which the book is to be used or by the majority of the depart-
4. ment members and must proceed through the following steps with the written
5. approval or disapproval by:

6. (1) Department wishing to use the book

7. (2) A professional educational committee consisting of members of
8. Carson City-Crystal Education Association.
9. (3) A textbook committee whose membership consists of three lay
10. people, two ministers, and two teachers of the district, shall be
11. recommended by the presidents of the Association and of the
12. Board, and final appointment made by the Board.
13. (4) Board of Education.
14. The person submitting a book for consideration may withdraw it at
15. any time, prior to step 3.
16. Books not provided by the school district shall first be approved by
17. the parent before use on an individual basis.
1. E. The parties recognize 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 activities, other than instruction, in either a
4. co-curricular status or an extra-curricular status. The parties recognize
5. that co-curricular activities are a part thereof and supplemental to the
6. instructional program and therefore are a necessary part of the individual's
7. total educational growth.
1. F. 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 will retain this responsibility.
1. G. 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.
1. H. 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.
1. I. The Board shall make available in each school a lunch room with
2. restroom and lavatories facilities primarily for teacher use, which shall
3. be reserved for use as a staff lounge. The parties agree that these facilities
4. will not be diminished from conditions existing at the execution of this con-
5. tract. Smoking shall be controlled by existing fire marshall regulations.
6. Facilities for coffee and other light refreshments shall be made available
7. in the staff lounge at no expense to the Board.
1. J. The Board shall provide a teacher reference library in each school
2. in the district and include therein all texts which are reasonably requested
3. by the teachers of that school.
1. K. The Board during the course of the school year shall provide up to
2. two (2) smocks for art and home economics teachers, laboratory coats for

3. laboratory science teachers, shop coats for vocational and industrial arts
4. teachers.

1. L. Off street parking shall be provided, maintained, and identified for
2. teacher use during the school day.

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

1. O. A teacher who becomes aware of an alleged or what may be a hazard
2. to safety within the school building or on the school premises, shall take
3. precautionary action, and inform the building principal who shall act to have
4. the alleged safety hazard alleviated or eliminated before teacher and students
5. are required to return to the area.

(6) TEACHING ASSIGNMENTS, HOURS AND CLASS LOAD

1. A. The school year shall consist of not more than one hundred eighty-
2. one (181) days held in session and 186 work days.

1. B. The scheduled working day for all teachers shall not exceed 7 3/4
2. hours except on staff meeting days when the working day is extended to
3. allow time for meetings. All teachers shall report to their first hour classes
4. at least fifteen minutes before the tardy bell. All teachers shall remain in
5. their assigned classrooms at least fifteen minutes following the dismissal
6. of classes and shall remain in their respective buildings until the end of the
7. working day unless otherwise specified by the administration. Teachers will
8. be released twice a month immediately after final student dismissal for
9. Carson City-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, arrange-
6. ments are to be made with the building administrator. Assignments to a super-
7. vised study period shall be considered a teaching period. Lunch periods and
8. the time immediately before and after school shall not be considered prepara-
9. tion 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 an
2. effective educational program, the parties agree that the class size should
3. 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. Superintendent unless he feels that conditions (e.g. lack of
22. student-teaching stations) warrant 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. I. 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.

1. L Junior and senior high school teachers may be assigned one (1) week
2. each school year to serve as monitors of a seventh period. Seventh periods
3. will commence five minutes after school dismissal each day and will continue
4. for forty (40) minutes.

5. Students may be assigned to this period for disciplinary or other
6. reasons as follows:

7. (1) The principal or assistant principal may assign students for
8. truancy.

9. (2) Assignment may result as the solution of a "Procedure" action.

(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 or new position in any teaching or administra-
2. tive position in the district shall occur, the Board will advise the Association,
3. and post said position in each school building. Any teacher may apply for
4. such vacancy. In filling such vacancy, the Board agrees to give due weight
5. to the professional background and attainments of all applicants, the length of
6. time that each has been in the school system of the district and other relevant
7. factors, with the Board making the final decision within its best judgment.

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 provided in section 7. Any
7. teacher who shall be transferred to a supervisory or executive position
8. within the school system, and shall later return to a teaching position shall
9. have all the rights and benefits as though all his employment had been served
10. as a teacher.

(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 employment related assault upon a teacher shall be reported
2. immediately to the Board by the teacher. The Board shall provide legal coun-
3. sel to advise the teacher of his rights and obligations in connection with hand-
4. ling of the incident by law enforcement and judicial authorities in case such
5. action is warranted unless such teacher is adjudged guilty by a court of com-
6. petent jurisdiction (Michigan District, or Circuit Court). The Board will not
7. be financially responsible after the decision of the first court if the teacher is
8. adjudged guilty.

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.
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. 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
 3. for any infraction of discipline or delinquency in professional performance.

4. When 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. E. No teacher shall be disciplined, reprimanded, reduced in rank or
2. compensation, arbitrarily or capriciously. All information forming the basis
3. for disciplinary action will be made available to the teacher and Association.

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

1. G. 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.

1. F. The Association recognizes that abuses of sick leave or other leaves,
2. chronic tardiness or absence, willful deficiencies in professional performance,
3. or other violations of discipline by a teacher reflect adversely upon the teach-
4. ing profession and create undesirable conditions in the school system.
5. Breaches of discipline shall be promptly reported to the offending teacher and
6. to the Association's president or his designee.

(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. F. 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. E. 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 coordina-
4. tion. During other months of the school, teachers undertake the obligation of
5. attending one after school or evening departmental meeting for this purpose,
6. unless otherwise notified by the department chairman. The meetings referred
7. to 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 first Friday of
2. September, September 6, 1974, and shall continue to be issued on or before
3. every second Friday thereafter for a total of twenty-one (21) pays. Teachers
4. shall have the alternative of receiving their salaries equally distributed over
5. the twelve month period for a total of twenty-six (26) pays.

1. B. 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. C. Any teacher who is not a member of the Association in good standing
2. or who does not make application for membership within thirty (30) days from
3. the date of commencement of teaching duties, shall, as a condition of employ-
4. ment, pay as a Service Fee to the Association an amount of the dues uniformly
5. required of members of the exclusive bargaining representative, provided,
6. however, that the teacher may authorize payroll deduction for such fee in the
7. same manner as provided in Item B above. In the event that a teacher shall
8. not pay such Service Fee directly to the Association or authorize payment
9. through payroll deductions, as provided in Item B, the Board may cause the
10. termination of employment of such teacher. The parties expressly recognize
11. that the failure of any teacher to comply with the provisions of this section is
12. just and reasonable cause for discharge from employment, since the establish-
13. ment of said Service Fee is herewith deemed to be the sum required to insure
14. that non-members pay their proportionate share of the costs of obtaining and
15. administering the benefits to be received hereunder.

16. 1. The procedure in all cases of discharge for violation of this
17. article shall be as follows:

18. a. The Association shall notify the teacher of non-compliance
19. by certified mail, return receipt requested. Said notice
20. shall detail the non-compliance and shall provide ten (10)
21. days for compliance, and shall further advise the recipient
22. that a request for discharge may be filed with the Board in
23. the event compliance is not effected.

24. b. If the teacher fails to comply, the Association shall file
25. charges in writing, with the Board, and shall request termina-
26. tion of the teacher's employment. A copy of the notice of non-
27. compliance and proof of service shall be attached to said
28. charges.

29. c. The Board, only upon receipt of said charges and request for
30. termination, shall conduct a hearing on said charges at the
31. expense of the Association, and to the extent that said teacher
32. is protected by the provisions of the Michigan Tenure of
33. Teachers Act, all proceedings shall be in accordance with
34. said Act. In the event of compliance at any time prior to
35. discharge, charges may be withdrawn. The Association,
36. in the processing of charges, agrees not to discriminate be-
37. tween various persons who may have refused to pay the Pro-
38. fessional Dues and/or Service Fee.

39. 2. With respect to all sums deducted by the Board pursuant to author-
40. ization of the employee, whether for Professional Dues or Service
41. Fee, the Board agrees promptly to disburse said sums to the
42. Association.

43. 3. The Association agrees to indemnify and save the Board, and
44. include each individual school board member, harmless against
45. any and all claims, demands, costs, suits, or other forms of
46. liability including back pay and all court or administrative agency
47. costs that may arise out of or by reason of action by the Board for
48. the purpose of complying with this section.

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 in
2. Schedule "A" which is attached to and incorporated in this Agreement. The
3. base salary for degree teachers for the 1974-75 school year shall be \$8440
4. with participation in the non-contributory retirement program as passed by
5. the legislature (HB5882). Such salary schedule shall remain in effect during
6. the first year (1974-75) 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 1974-75 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 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.	25	-	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 received twelve (12) 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 six (6) 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. Pursuant to the authority set forth in Section 617 of the School Code
2. of 1955, as amended, the Board agrees to furnish full family health insurance,
3. Blue Cross-Blue Shield MVF2 with Master Medical or MESSA Super Med Two
4. package for each full time teacher up to \$50.00 per month.
1. B. Any teacher not covered by health insurance offered by the Board may
2. elect to apply a maximum of \$20.00 a month for the year on any type of MEA
3. insurance offered, and subscribed to by the teacher. In the event of any
4. litigation for damages or judgments arising in connection with the inter-
5. pretation or enforcement of this clause, the Board agrees to indemnify and
6. hold the Association harmless.
1. C. Teachers shall receive the above benefits on a full 12 month basis with
2. the following exceptions: Teachers commencing employment for the Board
3. after the start of the school year shall receive a pro-rated portion of this
4. insurance benefit. Teachers leaving the employment of the Board during the
5. school year shall forfeit this benefit as of the last day of the last full calendar
6. month of employment.

(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 Admini-
18. stration and approved by the Board.
19. (3) Five (5) consecutive duty days because of death and funeral in
20. the immediate family per incident (spouse, child, grandchild, parent,

21. brother, sister, grandparents, mother-in-law, father-in-law).
22. (4) Attendance at the funeral of a close friend or relative not to
23. exceed one (1) day.
24. (5) The parties agree there may be personal conditions of circum-
25. stances which may require teacher absenteeism for personal reasons.
26. The parties agree that not to exceed two (2) days in any one (1) con-
27. tractual year may be used under the following conditions:
28. a. This leave shall be used only in situations of urgency for the
29. purpose of conducting personal business which is impossible to
30. transact on the weekend, after school hours or during vacation
31. periods.
32. b. Teachers desiring to use such leave shall submit their request
33. on the application form (provided by the Board) at least five (5)
34. working days in advance of the anticipated absence - except in
35. cases of emergency; in such cases, the teacher shall apply as
36. soon as possible. This form must be filed with the principal or
37. immediate supervisor. The general reason shall be briefly ex-
38. plained on the form.
39. c. Such leave shall not be used for seeking other employment,
40. rendering services, or working either with or without remunera-
41. tion for themselves or for anyone else, for religious purposes, for
42. unauthorized meetings, conventions or workshops, for fishing, for
43. hunting, or other recreational activities. It is further understood
44. such leave shall not be granted for the first or last day of the
45. school year or on the first working days preceding or following a
46. vacation period or holiday (exceptions: graduation exercises for
47. the teacher, wife, son or daughter; honors convocations honoring
48. the teacher and/or military departure of a spouse or child.
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 wirtten 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 and the Association will reimburse the Board for the substitute
7. pay.

(19) EMERGENCY SCHOOL CLOSINGS

1. When the Carson City-Crystal Area Schools are closed to students due
2. to emergency conditions, teachers shall not be required to report for duty,
3. nor shall they suffer loss of salary.

(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 one (1) year 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 one (1) year 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 consecutive years and after his
6. returning to the school district he shall be placed at the same position on the
7. 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 one (1) year shall be granted to any teacher
2. upon application for the purpose of serving as an officer of the Association or
3. on its staff.
1. E. A leave of absence not to exceed one (1) year shall be granted to
2. any teacher upon application for the purpose of campaigning for, or serving
3. in, a public office.
1. F. A leave of absence without pay shall be granted for up to one year for
2. the purpose of maternity or adoption. It may be renewable annually upon
3. approval of the Board. The application for such leave shall be received by
4. the Superintendent no later than sixty (60) calendar days prior to the effective
5. date of such leave and shall include a statement of the exact date on which the
6. teacher wishes to terminate her teaching.
7. (1) The teacher may continue teaching as long as she can continue her
8. regularly assigned responsibilities. The Board may require a Doctor's
9. statement to this effect.
10. (2) A teacher on leave under the above conditions wishing to return to
11. duty shall file a written request with the Superintendent at least sixty
12. (60) calendar days prior to the date she wishes to return to teaching or
13. prior to the end of the leave.
14. The Board shall not be required to return the Tenure teacher to employ-
15. ment except at the beginning of the semester. The probationary teacher
16. shall be returned when a position for which she is certified and qualified
17. is available. The teacher may be required to furnish a physician's
18. statement indicating that her health permits her to resume the full
19. responsibility of teaching.
20. (3) The leave for the adoption of a child shall begin at a mutually
21. agreed upon time between the Board and the teacher.
22. (4) If a teacher does not comply with the above conditions, the right
23. to such a leave and/or the right to return, may be denied by the Board.
1. G. Any teacher desiring an unpaid short-term leave of absence (less than
2. 6 working days) shall apply in writing to the Board stating the purpose and the
3. proposed duration of such leave. The Board shall consider the request at its
4. next regularly scheduled meeting following receipt of the teacher's application
5. for leave. The Board will notify the teacher of its decision in writing within
6. seven (7) calendar days after its consideration of the request. In case of
7. emergency the teacher may request in writing an unpaid short-term leave of
8. absence from the Superintendent who shall act as the Board's designee. The
9. Superintendent will notify the teacher within twenty four (24) hours of his
10. decision.
1. H. If the Board has approved a short-term leave of absence (less than 6
2. working days) for a teacher, then said teacher's insurance benefits under this

3. agreement shall continue in full force and effect for the duration of this leave.
4. It is expressly understood that said teacher taking leave hereunder will not
5. be eligible for any other form of compensation or monetary benefit for the
6. duration of this leave.

(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.
-
1. B. Cluster leaders at Carson City Elementary shall be appointed by
 2. the administration with duties defined by the administrator.

(23) REDUCTION IN PERSONNEL

1. A. Seniority of Personnel
-
2. (1) New employees hired into the unit shall be considered as proba-
 3. tionary employees as prescribed by the Tenure Act.
-
4. (2) The term seniority as hereinafter used shall be length of continu-
 5. ous service with the Carson City-Crystal School District.
-
6. (3) Leaves of absence granted in accordance with the provisions of
 7. the Master Agreement shall not constitute an interruption in
 8. continuous service.
-
9. (4) Credit given for outside teaching experience in another school
 10. district shall not be considered for the purpose of accumulating
 11. seniority.
-
12. (5) Any teacher who is granted tenure shall have seniority from the
 13. last day of hire.
-
1. B. Certification and Qualification of Personnel
-
2. (1) Seniority within the school system shall first be determined by
 3. Certification as approved by the Michigan Department of Education.
-
4. (2) Seniority shall secondly be determined by the qualification of years
 5. of continuous employment in the Carson City Schools.

1. C. Necessary Reduction of Personnel

2. (1) The Board and the Association realize that education, to a large
3. degree, depends upon the financial resources available to the
4. Board as provided by the local public and the State of Michigan,
5. and in accordance with this realization, understands that in some
6. instances it may be economically necessary to reduce the educa-
7. tional program and subsequently the staff when funds are not
8. available.
9. (2) It is hereby specifically recognized that it is within the sole dis-
10. cretion of the Board of Education to reduce the educational pro-
11. gram and the staff when economic necessity dictates.
12. (3) All notices of layoff shall be issued no later than 5 calendar days
13. after the annual June School Election preceding any school year.
14. (4) In order to promote an orderly reduction in personnel when the
15. educational program is curtailed, the following procedure shall
16. be used:
17. a. Probationary employees shall be laid off first where any
18. teacher who has acquired any seniority and whose position has
19. been curtailed is certified and qualified to perform the services
20. of the probationary teacher.
21. b. In the event seniority teachers must be laid off, layoff shall
22. be determined by the following order:
23. 1. Seniority as determined by the length of continuous serv-
24. ice in the Carson City-Crystal Schools. Such seniority
25. shall be determined by an individual's most recent date of
26. hire. Consideration will also be given to the length of
27. service a teacher may have in grade levels K-6 and by
28. subject matters taught in grades 7-12.
29. 2. The education of the teacher as defined by possession of
30. academic degrees, attendance at professional conferences
31. or workshops, or any scholarly contribution by the teach-
32. er to his respective field.
33. 3. The job skill and efficiency of the teacher shall be deter-
34. mined by a review of the teacher's personnel file.
35. (5) Procedure for Review and Appeal
36. a. The proposed layoff list shall be delivered to the Association
37. President prior to notification of affected employees.

38. b. Upon request of the Association President, or his designee,
39. the Superintendent of Schools shall arrange for a review of
40. the effects of such layoff. The request for such review shall
41. be made in writing within 7 calendar days of the date of the
42. proposed list.
43. c. If the Association is not satisfied with the Superintendent's
44. review, it may make a written request for a hearing with the
45. Board of Education within 7 calendar days after the date of
46. the above review.
47. d. The Board shall call such a hearing within 7 calendar days of
48. the filing of the request by the Association.
1. D. Recall of Personnel
2. (1) Seniority teachers shall be recalled in inverse order of layoff
3. for new positions for which they are certified and qualified.
4. (2) The recall list shall be maintained by the Board for a period not
5. to exceed 2 years. Thereafter, a teacher shall lose his right to
6. recall, unless renewed in writing by the teacher annually.

(24) 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.

(25) 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. E. 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, will 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.

(26) 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 to 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.

(27) NEGOTIATION PROCEDURES

1. A. Between January 1, 1975 and January 30, 1975 the Association may
2. provide the Board with an outline of Association goals to be considered for
3. the forthcoming negotiations.
1. B. 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. C. 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. After ratification by both parties their representa-
8. tives shall attach their signatures to the ratified agreement within a reason-
9. able time after ratification.
1. D. For the 1975-76 school year the negotiation procedure shall be as
2. follows. The calendar will be negotiated. In addition, both the Board and
3. the Association will be allowed to open three (3) articles or appendices each.
1. E. 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.

(28) 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", "B", "C" and "D" constitute the entire Agreement
3. between the parties.
1. C. This Agreement shall supersede any rules, regulations or practices
2. of the Board which shall be contrary to or inconsistent with its terms. It
3. shall likewise supersede any contrary or inconsistent terms contained in
4. any individual teacher contracts heretofore in effect. All future individual
5. teacher contracts shall be made expressly subject to the terms of this
6. Agreement.
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.

(29) DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1974 and shall
2. continue in effect until the 30th day of June, 1976, except as provided under
3. Section 27 - D. This Agreement shall not be extended orally and it is ex-
4. pressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date ratified 8-12-74

EDUCATION ASSOCIATION

Nancy J. Malinowski President
Margery Wilson Secretary

NEGOTIATING COMMITTEE

Nancy J. Malinowski Chairman
Bob J. Jazette Negotiator
Frank Kolenda Negotiator

BOARD OF EDUCATION

Robert Bellgowan President
Flora D. J. Jazette Vice President

Eldon Litwin Secretary
Arthur J. Jazette Treasurer
William J. Jazette Trustee

CARSON CITY-CRYSTAL AREA SCHOOLS

1974-75

SALARY SCHEDULE

SCHEDULE "A"

YEAR	%	BACHELOR'S	%	MASTER'S	%	+15	%	+30	%	+45	%	+60
		\$		\$		\$		\$		\$		\$
0	1.0000	8,440	1.0800	9,115	1.0950	9,242	1.1100	9,368	1.1300	9,537	1.1500	9,706
1	1.0400	8,778	1.1232	9,480	1.1390	9,613	1.1544	9,743	1.1753	9,920	1.1961	10,095
2	1.0817	9,130	1.1649	9,832	1.1856	10,006	1.2065	10,183	1.2273	10,358	1.2480	10,533
3	1.1232	9,480	1.2168	10,270	1.2325	10,402	1.2481	10,534	1.2688	10,709	1.2897	10,885
4	1.1649	9,832	1.2688	10,709	1.2845	10,841	1.3000	10,972	1.3208	11,148	1.3417	11,324
5	1.2168	10,270	1.3105	11,061	1.3313	11,236	1.3655	11,525	1.3728	11,586	1.3937	11,763
6	1.2688	10,709	1.3625	11,500	1.3833	11,675	1.4040	11,850	1.4249	12,026	1.4560	12,289
7	1.3208	11,148	1.4352	12,113	1.4560	12,289	1.4769	12,465	1.4977	12,641	1.5289	12,904
8	1.3729	11,587	1.4872	12,552	1.5030	12,685	1.5288	12,903	1.5601	13,167	1.5809	13,343
9	1.4456	12,201	1.5600	13,166	1.5809	13,343	1.6017	13,518	1.6223	13,692	1.6536	13,956
10	1.5080	12,728	1.6327	13,780	1.6536	13,956	1.6744	14,132	1.6950	14,306	1.7265	14,572

THIS SCHEDULE INCLUDES THE PARTICIPATION IN THE NEW NON-CONTRIBUTORY RETIREMENT PROGRAM AS STATED IN HB 5888.

CARSON CITY-CRYSTAL AREA SCHOOLS
CO-CURRICULAR COMPENSATION
SCHEDULE "B"
1974-75

Cheerleader Sponsor	2%	<u>BOYS ATHLETICS (Cont'd.)</u>	
*Class Sponsor (2) Jr.	2%	Cross Country	6%
*Class Sponsor (1) Sr.	2%	Football - Head Coach	10%
Cluster Leaders	7%	Football - Assistant (2)	6%
Debate	2%	Football - JV	6%
Department Chairman	2%	Football - JV Assistant	5%
Dramatics	3%	Golf	5%
F. H. A.	1%	Track - Head Coach	7%
Forensics	2%	Track - Assistant	4%
Instrumental Music Director	10%	Track - Jr. High	3%
National Honor Society	1%	Wrestling Coach - Head	7%
Special Ed. Instructor	4%	Wrestling Assistant	4%
Student Council Advisor	3%	<u>GIRLS ATHLETICS</u>	
Yearbook Advisor	3%	Basketball - Head Coach	8%
Building Trades Advisor	5%	Basketball JV	5%
<u>BOYS ATHLETICS</u>		Basketball - 7 & 8 or 1% & 1%	2%
Baseball - Head Coach	7%	Basketball - 5 & 6 or .5% & .5%	1%
Baseball - JV	4%	Softball	3%
Basketball - Head Coach	10%	Track	3%
Basketball - JV	6%	Volleyball	2%
Basketball - Freshmen	5%		
Basketball - 7 & 8 or 3% & 3%	6%	*Computed on teacher's base salary. No experience factor.	
Basketball - 5 & 6 or .5% & .5%	1%		

APPENDIX "A"
CARSON CITY-CRYSTAL AREA SCHOOLS
SCHOOL CALENDAR
1974-75

			<u>Days of Work</u>	<u>Days of Session</u>
August	26	Pre-School Conference		
	27	First day for students	5	4
September	2	Labor Day recess	20	20
October	4	End of 1st marking period	23	23
November	8	Parent-Teacher Conferences		
		No school for students		
	14	End of 2nd marking period		
	15	Fall recess		
	28-29	Thanksgiving recess	18	17
December	23	Christmas recess begins	15	15
January	6	School reconvenes		
	16	Semester ends		
	17	Records day - No students	<u>10</u>	<u>9</u>
			91	88
January	20	Second semester begins	10	10
February	28	End of 4th marking period	20	20
March	24	Start Spring recess	16	16
	31	School reconvenes		
April	18	End of 5th marking period	22	22
May	26	Memorial Day recess	21	21
June	1	Baccalaureate		
	5	Commencement		
	5	Last day for students		
	6	Records day - No students	<u>5</u>	<u>4</u>
			94	93
			<u> </u>	<u> </u>
		TOTAL	185	181

APPENDIX "B"

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

APPENDIX "C"

GRIEVANCE REPORT FORM

Grievance # _____ School District _____			Distribution of Form 1. Superintendent 2. Principal 3. Association 4. Teacher
GRIEVANCE REPORT			
Submit to Principal in Duplicate			
<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. Contract Provision Violated _____

3. 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.

APPENDIX "C"

B. Disposition of Superintendent or Designee _____

_____	_____
Signature	Date

C. **Position of Grievant and/or Association** _____

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 _____, 19____, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

CARSON CITY-CRYSTAL AREA SCHOOLS

APPENDIX "D"

CO-CURRICULAR PAY FOR DEPARTMENT CHAIRMEN - 2%

I. BASIC DUTIES

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