

4439

6/30/99

MASTER AGREEMENT

BETWEEN THE

CARSON CITY - CRYSTAL AREA SCHOOLS

EDUCATION ASSOCIATION

AND THE

CARSON CITY - CRYSTAL AREA SCHOOLS

BOARD OF EDUCATION

July 1, 1998 to June 30, 1999

DISTRICT MISSION

The Carson City - Crystal Area School District is committed to providing an equal opportunity for each student to attain her / his full potential socially, emotionally, physically and academically in a safe and positive environment; thus enabling all students to learn, achieve and succeed in today's ever-changing world.

*Carson City - Crystal Area Schools*



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ARTICLE 1  
AGREEMENT

- 1.1 This Agreement is entered into this September 17, 1998 by and between the Carson City-Crystal Area Schools (hereinafter called the "Board") and the Carson City - Crystal Educational Association (hereinafter called the "Association").

ARTICLE 2  
RECOGNITION

- 2.1 The Board hereby recognizes the Association as the sole exclusive bargaining representative, as defined in section 11 of 1965 PA 379, for all certified teaching personnel under contract, including speech therapist, social worker, guidance counselors and media specialist; but excluding Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Athletic Director, Technology Director, substitutes for teachers absent, and all non-certified personnel. The term "teacher" when used hereinafter in this agreement, shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.
- 2.2 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.
- 2.3 New teachers employed by the Board for a regular teaching assignment shall have at least a bachelor's degree from an accredited college or university and a provisional, permanent, or continuing certificate. A vocationally certified person may be an exception mutually agreed upon by the Board and the Association. In the event no degree and certified candidates apply, a non-degree person may be hired until this position can be filled by a certified teacher.

ARTICLE 3  
RIGHTS OF THE BOARD

- 3.1 Except as modified by the specific terms of this agreement, the Board retains all rights and powers to manage the school district and to direct its employees. The Association recognizes these management rights as conferred by the laws and Constitution of the State of Michigan and as inherent in the rights and responsibilities to manage the school district. For purposes of illustration only such rights include:
- 3.1a The right to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
- 3.1b The right 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.

- 3.1c The right 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.
  - 3.1d The right to establish the means and methods of instruction including interactive telecommunications instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature. With respect to interactive telecommunications instruction, this shall not deprive the association of the right to negotiate regarding class size and frequency of course offerings.
  - 3.1e The right to establish class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect thereto, non teaching activities and the terms and conditions of employment.
  - 3.1f The right to deduct from a teacher's salary amounts owed by the teacher to the Board due to mistaken overpayments or amounts contributed by the Board to the Member Investment Plan Fund created by 1985 PA 91 on behalf of the teacher. (A repayment schedule for mistaken overpayments shall be mutually arranged.)
- 3.2 The exercise of the foregoing powers, rights and authority by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, including sex harassment policies, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this agreement, and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- 3.3 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.
- 3.3a Notwithstanding anything contained in this agreement, it is understood and agreed that the Board shall have the right to take whatever steps may be necessary in order to comply with, and satisfy its obligations under, the Americans with Disabilities Act (ADA) or other similar legislation.
  - 3.3b Notwithstanding anything contained in this agreement, the Board shall have the right to implement decisions made by a site-based decision making committee. The Superintendent shall meet and discuss the decision(s) with the CCCEA Executive Board before implementation.

- 3.4 When used in this agreement, the term "Board" shall include the Board of Education and its administrative employees.

#### ARTICLE 4 ASSOCIATION RIGHTS

- 4.1 The Association shall have permission to use school buildings and facilities at reasonable hours for meetings, in accordance with existing Board policy. Teachers' bulletin boards, typewriters, duplicating equipment, and other established media of communication shall be made available to teachers for their reasonable use. The Association shall reimburse the Board for expenses related to use of paper and long distance charges.
- 4.2 Duly authorized representatives of the Association shall have the right to transact official Association business on school property with the permission of the principal of the building, provided that this shall not interfere with or interrupt normal school operation. No Association, Board, or administrative positions on matters relating to supervisor-teacher or Board-Association relationship shall be discussed in the hearing of students by the Board, Board members or teachers.
- 4.3 Upon reasonable request from the Association President or designee, the Board agrees to furnish to the Association any information pertaining to construction programs, new tax programs and proposed major revisions in instructional policies. The Association shall be given the opportunity to advise the Board with respect to said matters prior to the making of final decision. The Association recognizes original records will be examined in the confines of the school office and further recognizes all decisions by the board will be final.
- 4.4 The Association shall be furnished five (5) copies of the Board Policy Manual and any newly adopted policies or amendments and these shall be placed in each principal's office.
- 4.5 Unless a bona fide occupational qualification (BFOQ) exists, the provisions of this agreement and wages, hours, terms and conditions of the employee shall be applied without regard to gender, race, creed, religion, color, national origin, age, marital status, residency, disability, or membership in or association with the activities of any recognized employee organization.

#### ARTICLE 5 TEACHER RIGHTS

- 5.1 A teacher shall have the right to review the contents of all personnel files and records, excluding initial references, and materials exempt by law, of the district pertaining to said

teacher, originating after initial employment and to have a representative of the Association accompany him / her in such review. An appointment shall be made to review a personnel file, and the Superintendent or his designee shall be present during the review.

- 5.2 Any complaint directed toward a teacher shall be immediately called to the teacher's attention.
- 5.2a The complaining party shall be encouraged to first attempt to resolve the problem directly with the teacher. Any complaint dealing with violation of law shall be immediately referred to the Superintendent.
- 5.2b At the request of either or both the complainant and the teacher, the building principal shall attempt to arrange a conference between all parties concerned in order to resolve the problem.
- 5.2c No disciplinary action shall be taken upon any complaint directed toward a teacher, nor shall any notice thereof be included in the teacher's personnel file or evaluation, unless the matter with the name of the complainant is reported in writing to the teacher within 10 days of the complaint.
- 5.2d A teacher may submit a written notation regarding any material, including complaints, placed in his / her personnel file, which shall be attached to the referred material. If a teacher believes material in the file to be erroneous, he / she may request the material to be corrected or removed. If the teacher proves to the Principal that the material is erroneous, it shall be removed from the file or corrected. When a teacher is requested to sign material to be placed in the file, such signature shall be understood to indicate his / her awareness of the material, but shall not be interpreted to mean agreement with the content of the material.
- 5.3 Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is consistent with the terms of this agreement, provided that the Association has been given the opportunity to be present at such adjustment.
- 5.4 No teacher shall be disciplined or reprimanded arbitrarily or capriciously, nor shall they be reduced in rank or compensation without just cause. All information forming the basis for disciplinary action (place, approximate date and time, and circumstances) will be made available to the teacher and Association. Names of the complainant (s) will also be given if needed to defend against the allegation (s) the disciplinary action is based upon.
- 5.5 Upon request, a teacher shall at all times be entitled to have a representative of the Association present when he / she is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for



such representation is made, no action shall be taken with respect to the teacher until such representation is present.

- 5.6 The Board shall notify teachers, on or before October 1 of each calendar year, of the number of paid leave days they had accrued at the beginning of that school year. The Association shall notify the Board, on or before September 10 of each calendar year, of the identity of all building representatives.
- 5.7 Bargaining unit members not covered by the Teacher Tenure Act (e.g. Social Workers) shall, upon commencement of employment, be required to serve a probationary period for their first four (4) years of employment with the Board.
- 5.7a Any bargaining unit member not covered by the Michigan Tenure Act hired by the Board as a result of decentralization of services provided by the Montcalm Area Intermediate School District shall not be required to serve the probationary period mentioned above, provided the bargaining unit member was employed by the Montcalm Area Intermediate School District at least four (4) years.
- 5.7b The just cause provisions of this contract pertaining to the dismissal of teachers (including individuals not covered by the tenure act) shall not apply during the probationary period.

## ARTICLE 6 TEACHING CONDITIONS

- 6.1 The parties recognize that the availability of optimum school facilities for both student and teacher is desirable. It is also acknowledged that the primary duty and responsibility of the teacher is to educate, and that the organization of the school and the school day should be directed to insuring that the energy of the teacher is primarily utilized to this end. The Association agrees that teachers must be in attendance and absent only when necessary, in order to achieve the level of education which is desired. Class interruptions shall be kept to a minimum ( e.g., avoiding sending parents to classrooms to confer with teachers while classes are in session).
- 6.2 The Board agrees to observe and maintain class size, subject to space availability, installation of experimental or innovative programs, budgetary limitations and availability of teachers or necessary funds.
- 6.3 The Board recognizes that appropriate texts, reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teacher profession. Teachers may submit requests for teaching supplies, materials, and equipment to be used during the next school year. Emergency or special project materials may be



requested at any time and shall be requested in writing through the building principal to the Superintendent, and if need be, to the Board for approval. The Board agrees to make available in each school or building adequate word processing/computer facilities to aid teachers in the preparation of instructional material.

- 6.4 Textbooks which are desired to be used in the classroom, or assigned reading, shall be reviewed and / or approved by the curriculum committee. Supplemental material may be approved by the building principal.
- 6.5 The parties recognize that a school program is composed of all school activities rather than of only the instructional classes. Therefore, the Board places all school activities, other than instruction, in either a co-curricular status or an extra-curricular status. The parties recognize that co-curricular activities are a part thereof and supplemental to the instructional program and, therefore, are a necessary part of the individual's total educational growth.
- 6.6 The Board shall make available in each school a staff workroom with a refrigerator. Restroom facilities primarily for teacher use shall be made available. The parties agree that these facilities will not be diminished from conditions existing at the execution of this contract. Facilities for coffee and other light refreshments shall be made available in the staff workroom at no expense to the Board.
- 6.7 The Board shall provide a teacher reference library in each school in the district.
- 6.8 The Board, during the course of the school year, shall provide up to two (2) smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial arts teachers.
- 6.9 Off street parking shall be provided and maintained for teacher use during the school day.
- 6.10 The media specialist shall not be used to supervise classes sent to the media center because of an absent teacher.
- 6.11 The media center shall be used primarily as a resource center.
- 6.12 A teacher who becomes aware of what may be a hazard to safety within the school building or on the school premises shall take precautionary action and inform the building principal. The building principal shall investigate and shall not require teachers and students to return to the area until he / she has determined the hazard will not jeopardize them. Teachers who disagree with the principal may request the principal to state his / her position in writing.
- 6.13 The Board of Education agrees, to engage on a full time basis, not less than one

paraprofessional per building to relieve teachers of specific duties not classified as instructional (e.g., playground and lunchroom supervision, copying papers, answering phones when the secretary is at lunch).

- 6.14 A bargaining unit member shall not supervise other bargaining unit members except in staff positions of Title I Director or Preschool Director, in which case they shall have no responsibility for evaluations. If a building administrator is absent a half day or more, a bargaining unit member may be asked to assume administrative duties, in which case the Board shall provide a substitute.

Anyone hired in a part-time line administrative position (Principal, AD, etc.) shall be considered to be an administrator, and shall not be a member of the bargaining unit.

- 6.15 Should an incident arise that is sensitive in nature, bargaining unit members may discuss building problems/complaints with the Superintendent in an effort to reach a resolution. Teachers should make every effort to solve the problems in house before involving the Superintendent.

#### ARTICLE 7 TEACHING ASSIGNMENTS AND HOURS

- 7.1 Unless necessary to satisfy laws or regulations related to hours of student instruction, the scheduled working day for all teachers shall not exceed 7 3/4 hours, except on staff meeting days, when the working day is extended to allow time for meetings. All teachers shall report to their first teaching assignment at least fifteen (15) minutes before classes begin, unless they are performing job related functions. All teachers shall remain in the building at least fifteen (15) minutes following dismissal of classes, unless they are performing job related functions. Teachers will be released twice a month immediately after final student dismissal for Carson City-Crystal Education Association meetings.
- 7.2 Teachers shall be given the equivalent of five (5) unassigned preparation periods per week. The normal weekly teaching load shall consist of not more than twenty eight (28) instruction hours, unless a greater number of instruction hours are necessary in order to satisfy State laws and regulations pertaining to hours of instruction.
- 7.2a The regularly scheduled high school (9-12) day shall consist of six periods. A secondary teacher shall teach no more than five (5) of six periods. An "experimental schedule" (i.e. block scheduling, etc.) may require a variation of the school day. An "experimental schedule" must be mutually agreed upon by the Association and the Board.
- 1.) For grades 6-12, no teacher will be assigned more than four different preparations without teacher and Association approval. Exceptions to this

will be fine arts and vocational education. (Fine arts and vocational education include business, physical education, art, shop, agriculture classes, foreign language, band, home economics, word processing and technology.)

2.) Definitions:

"Interactive TV" - teaching of students via a two-way interactive television system;

"Originating Site" - the location where the teacher is physically present;

"Remote Site" - the location where class instruction is being received via television;

"Class Size" - total students at remote and originating sites.

3.) The ITV teacher will be responsible for course content, material selection, instruction, testing, evaluation and management of students at originating and remote sites. The remote sites, however, are ultimately responsible for the behavior and assume any potential liability for students in the remote classroom.

4.) Assignments to ITV classes shall be voluntary.

5.) If enrollment in a regularly scheduled high school class falls below 12, the teacher may be offered an opportunity to teach the class via the Interactive Television Network in lieu of canceling the class. A high school student may not enroll in an ITV class that is also a regularly scheduled HS class until teaching assignments are determined.

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

7.4 All extracurricular activities are nontenured assignments and shall be on a strictly voluntary basis, such as supervision at athletic events ( i.e., ticket sellers, timekeepers and scorekeepers), chaperoning, organizational sponsors, P.T.A. attendance, etc. Compensation for some of these activities will be provided as set forth in Schedule "B" of this agreement. Failure to reemploy teachers in extra duty positions cannot be interpreted as discipline, suspension, demotion, or discharge and shall not be the subject of a grievance under this contract.

- 7.5 Parent-teacher conferences. Other than time already provided at the beginning and close of the school day and / or arranged at a mutually agreeable time, teachers undertake the obligation of one (1) night per semester, immediately preceding the day of parent-teacher conferences, unless otherwise agreed at the building level, as part of the conditions of employment. Kindergarten teachers with more than 20 students shall be given a extra day per semester for conferences with the board providing a substitute teacher for those days.
- 7.6 Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor fields of study except temporarily and for good cause, and the Association shall be notified in each instance. Exceptions may be made for teachers who have been previously employed by the Carson City-Crystal Area Schools in assignments outside their major or minor field of study. All such assignments shall be subject to the approval of the teacher. In the event this section conflicts with Article 23, 23.2b, this section shall prevail.
- 7.7 All teachers shall be given written notice of their tentative teaching assignment for the forthcoming year no later than May 15th. In the event that changes in such an assignment are proposed, all teachers affected shall be notified promptly and consulted at least ten (10) business days prior to written notification. Said consultation should be written and signed by the teacher and the administrator. In no event will changes in teacher assignment be made later than the fifteenth (15th) day of August preceding the commencement of the school year, unless an emergency situation requires the same, and the Association shall be notified in each instance. Approval for such changes will be sought from the teacher.
- 7.8 Any assignments in addition to the normal teaching schedule during the regular school year (i.e. adult education courses, driver education, extra duties enumerated in schedule "B", summer school courses, etc.) are nontenured assignments and shall not be obligatory, but shall be with the consent of the teacher. If teachers of equal qualifications apply, preferences in making such assignments will be given to tenured teachers regularly employed in the district. All activities not included in this definition are to be considered extra-curricular.
- 7.9 A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board, or participating in any professional grievance negotiations, including mediation, shall be released from regular duties without loss of salary, unless he has been previously suspended by the Board.
- 7.10 Teachers may be hired to serve as monitors of an administratively-set detention period. Detention periods shall be scheduled either at noon, after school or on Saturday.
- 7.11 Teachers will not be asked by administrators to accept students for in-school suspension or to supervise a student for behavioral problems.

- 7.12 A teacher who does not intend to return for the ensuing school year shall notify the Board in writing as soon as possible.
- 7.13 The Board and Association agree that volunteering to attend job related or extra class activities benefits the school district and students. Teachers shall be expected to participate in such activities.
- 7.14 It shall be the obligation of teachers to satisfy State laws or regulations pertaining to professional development training, certification requirements and continuing education requirements. The board shall not be obligated to pay for expenses related to these requirements or provide teachers with extra compensation for satisfying such requirements unless there is a written advanced agreement to do so.

#### ARTICLE 8 CLASS SIZE LANGUAGE

- 8.1 Because the student classroom teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible. Counselors and media specialists shall not be used when calculating the ratios described below.
- 8.1a The Board will limit each teacher's class load to no more than 30 students, except: (1) in traditional large group instruction (e.g. band, gym); (2) in experimental classes where teachers have voluntarily agreed in writing to exceed this number.
- 8.1b In grades 6-12, anytime the number enrolled exceeds 30, the teacher shall receive a daily stipend of \$1.00 per student per hour. In grades 2-5, anytime the number enrolled exceeds 30, the Board shall provide a paraprofessional. In grade 1, anytime the number enrolled equals or exceeds 25, the Board shall provide a paraprofessional. In kindergarten, anytime the number enrolled equals or exceeds 20, the Board shall provide a paraprofessional.

#### ARTICLE 9 STUDENT DISCIPLINE AND TEACHER PROTECTION

- 9.1 It is the Board's position to abide by the State of Michigan's law regarding corporal punishment. That law is found in appendix A. In the event that physical force is used, the teacher shall file a written report with the appropriate office within two (2) school days, if reasonably possible.
- 9.2 A teacher may exclude a pupil from one class period when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher



will send the pupil to the principal's office and furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The teacher shall be advised of the administrator's conclusions at or before the time the student is returned to the teacher's class.

- 9.3 Any case of employment-related assault upon a teacher shall be reported immediately to the Board by the teacher. The Board shall provide the teacher with an opportunity to receive a single consultation with legal counsel, at Board expense, so that the teacher may be advised of his/her rights and obligations in connection with the handling of the incident by law enforcement and judicial authorities.
- 9.4 If any teacher is sued as a result of any justifiable action taken by the teacher in the course of, and while in pursuit of his/her employment, the Board will render all necessary assistance to the teacher in his/her defense. Assistance shall include providing legal counsel unless legal counsel is provided or available through insurance. The providing of legal counsel and/or assistance shall not constitute assumption of liability for any judgment against the teacher.
- 9.5 If a teacher must be absent from school in connection with any incident mentioned in this article to consult with attorneys, law enforcement and / or judicial authorities, or attend court hearings, time lost by the teacher shall not be charged against the teacher unless the teacher is found to be guilty or liable in a court of law. This shall not limit a teacher's right to use sick leave for personal illness or disability resulting from incidents mentioned in this article.
- 9.6 On a case-by-case basis, the Board will consider requests for reimbursement or insurance deductible payments from teachers for loss or damage to personal property which occurs on school premises or an off campus function while the teacher is participating in extracurricular duties.

#### ARTICLE 10 PROFESSIONAL BEHAVIOR

- 10.1 Teachers shall comply with reasonable rules, regulations and directions, from time to time adopted by the Board or its representatives, which are not inconsistent with the provisions of this agreement.
- 10.2 The Association recognizes that abuses of sick leave or other leaves, chronic tardiness, willful deficiencies in professional performance, or other violations of discipline by a teacher, reflect adversely upon the teaching profession, and create undesirable conditions in the school system. The above are recognized to constitute cause for disciplinary action. Breaches of discipline shall be promptly reported to the offending teacher. Notification to the Association president or his designee shall be at the discretion of the offender.

- 10.3 Teachers shall exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable to the Board for any damage or loss to person or property, unless there is gross negligence or gross neglect of duty.

ARTICLE 11  
CURRICULUM COMMITTEE

- 11.1 The Board and Association agree to establish a curriculum committee.
- 11.1a The committee shall consist of one teacher from each building. This shall include one teacher from the middle school and one teacher from the high school. The members of the committee shall be elected by the teachers of a particular building for a one year term. The number of administrative members shall not exceed bargaining unit members. The Board and Association may mutually agree to change the composition of the curriculum committee.
- 11.1b The committee shall consider and make recommendations to the Superintendent regarding programs, policies, methods and materials affecting the nature and design of the instructional program of the district. Items to be considered shall be developed by the committee and the Superintendent, with input from the various discipline areas.
- 11.1c Meetings shall be conducted on a regular basis. The Superintendent and committee shall decide the time and place for meetings. From time to time there may be a need for additional meetings during the regular school day. To attend such meetings approved by the Superintendent, curriculum committee members shall be given release time.
- 11.1d Unless a Curriculum Director is hired by the board, or appointed by the superintendent, a chair shall be selected by a vote of said committee.
- 11.1e Teachers serving on the curriculum committee shall be paid in accordance with Schedule B.
- 11.2 Teachers shall be given an opportunity to provide input to the curriculum committee regarding professional development through inservice programs. Teachers shall be required to attend inservice programs unless excused by the Superintendent or, in the case of emergencies, the Superintendent's designee.



ARTICLE 12  
ACADEMIC FREEDOM

- 12.1 The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution of the State of Michigan and the United States of America, and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the teacher and student is encouraged. It is also recognized that the Board has rights regarding classroom activities involving direction of both teachers and students.
- 12.2 Academic freedom shall be guaranteed to teachers, and no special limitations, other than those imposed by budget and laws such as the School Code of the State of Michigan at its latest revision, shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world and other branches of learning, subject to the normally accepted Board rights and accepted standards of professional responsibility.
- 12.3 Freedom of individual expression for teachers will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE 13  
TEACHER EVALUATIONS

- 13.1 The performance of all teachers is subject to a continuing process of evaluation to be conducted by the administration. The administration may retain specialists with expertise in a particular area to assist in the evaluation process. The Association President and the building representative shall have the right to review and make recommendations regarding the evaluation form utilized in the building prior to use. These evaluations will be completed by April 15 of each year.
- 13.2 Tenured teachers shall be evaluated at least once every three (3) years and probationary teachers shall be evaluated at least annually. Teachers shall be provided individualized development plans in accordance with the Michigan Teachers Tenure Act.
- 13.3 The administration will discuss classroom visitations with teachers within ten (10) school days after the visitations. Perceived problems and means for improvement will be discussed so that teachers will be aware of administration expectations.

- 13.4 A copy of any written reports of classroom visitations and evaluations will be provided to the teacher within twenty (20) school days. If a problem is referred to in the report, the suggested solution will also be included and will be discussed with the teacher. The evaluator and teacher will sign the report and a space will be provided for the teacher to add comments, if there is disagreement on the report.
- 13.5 If there is a further problem with the evaluation, the teacher may ask the Association to represent him or her.
- 13.6 No later than April 15 of each probationary year, the final written evaluation reports will be furnished to the Superintendent, covering each probationary teacher. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons for its action in writing, with a copy to the Association, and the teacher shall have the right to make a private presentation to a committee of the Board to request reconsideration. Involved administrators shall be entitled to attend. Said teacher shall have the right to have association representation present. This section shall not be construed to provide probationary employees with protections over and above the protections provided by other sections of this contract, law and the literal language of this section.
- 13.7 Evaluations are to be used to appraise teachers about their performance. Evaluations may offer constructive criticism to address problem areas or concerns and to give praise for positive attributes. Evaluations shall not be used to impose disciplinary action. No reference to previous disciplinary action shall be included in an evaluation unless there continues to be concerns regarding the problem (s) addressed by the discipline.
- 13.8 Tenured teachers may volunteer to serve as mentors for one or more beginning teachers. If there are insufficient tenured teachers available, the Board may use college professors or retired teachers as mentors. The Board will attempt to match mentees and mentors ( same department, same discipline, same building, etc.).

#### ARTICLE 14 SCHOOL CALENDAR

- 14.1 For the term of this agreement, the school calendar shall be set forth as in Schedule C. Except as otherwise provided by this article or required by law, there shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.
- 14.2 When school shall be closed because of inclement weather, all teachers shall be notified by a telephone fan-out system no later than 6:45 a.m., or at a reasonable time thereafter. At least one local radio station shall also be notified. When the Carson City-Crystal Area

Schools are closed to students due to emergency conditions, teachers shall not be required to report for duty nor shall they suffer loss of salary.

- 14.3 The school district shall be entitled to reschedule any days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction, or if it is necessary to reschedule to receive full State Aid. Teachers will receive their regular pay for days which are canceled, but shall work on any rescheduled days with no additional compensation. Such days shall be rescheduled on days designated in the calendar for make up days. After dates designated in the calendar for make up days are utilized, such days shall be rescheduled to be made up at the end of the school year.
- 14.4 No after-school activities involving teachers shall be scheduled on the second Wednesday of each month. The time will be set aside for the Association District meeting.

#### ARTICLE 15 PAID LEAVE

- 15.1 First year probationary teachers and teachers who have no accumulated sick leave shall have eight (8) days of sick leave allowance credited to them on the first day they teach at the beginning of each school year, and will earn the remaining four (4) days of sick leave on the basis of one (1) sick day for each month or portion of a month taught during the first four (4) months of the school year. All other teachers will have twelve (12) days of sick leave allowance credited to them on the first day they teach at the beginning of each school year. Unused sick leave allowance may be accumulated to a maximum of one hundred (100) days. Any accumulated sick leave days in excess of the maximum 100 days will be paid for at a rate of \$15 per accumulated sick day, at the beginning of each school year. Teachers shall be compensated under the district-approved Cafeteria Plan. Paid leave may be used for the following;
- 15.1a Personal illness or disability--a teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include all disabilities caused or contributed to by pregnancy, miscarriage, abortion or child birth.
- 15.1b Serious illness, injury or hospitalization of a member of the teacher's family, which necessitates the teacher's absence from school. Family shall be defined as, mother, father, spouse, children, brother, sister, grandparents, grandchild, mother-in-law, father-in-law. Paid leave used under this provision shall be limited to an accumulated total, not to exceed twelve (12) days in any contractual year unless the Board exercises its right under the Family and Medical Leave Act (FMLA) to require a teacher to utilize accumulated paid leave in such circumstances.
- FMLA leave may only be used for the following reasons: (1) serious health condition of the employee; (2) to care for the employee's spouse, child or parent

with a serious health condition; (3) birth of a child of the employee, in order to care for that child; (4) placement of a child with the employee for adoption or foster care and to care for the newly placed child.

Exceptions of this yearly time limitation shall be granted in special cases, if arrangements are made with the administration and approved by the Superintendent.

- 15.1c Five (5) consecutive duty days because of death and funeral in the immediate family, per incident (immediate family shall be defined as spouse, child, grandchild, parent, brother, sister, grandparents, mother-in-law, father-in-law).
- 15.1d Attendance at the funeral of a close friend or relative, not to exceed two (2) days per death.
- 15.1e To take a teacher's wife to the hospital to give birth and to take the wife and newborn child home.
- 15.1f The parties agree that there may be personal conditions or circumstances which may require teacher absenteeism for personal reasons. The parties agree that not to exceed two (2) of the sick days in any contractual year may be used under the following conditions.
  - 1.) Teachers desiring to use such leave shall submit their request on the application form, provided by the Board, at least five (5) working days in advance of the anticipated absence, except in cases of emergency; in such cases, the teacher shall apply as soon as possible. This form must be filed with the principal or immediate supervisor.
  - 2.) Personal days will be approved on a "first come-first served basis". No more than eight (8) teachers may utilize personal days on any given date. Emergency requests may also be granted.
  - 3.) Those teachers requesting personal days for November 14, 16, 17, and/or 18 will be selected by a district wide lottery if more than eight (8) apply.
- 15.1g In case of extreme and unusual illness, the Association's Executive Board and the Superintendent will meet for the purpose of establishing a bank of sick leave days to be used by a teacher with extreme or unusual illness of self or immediate family.
  - 1.) Sick bank days are accrued by voluntary donations of sick leave from individual teachers. Teachers may be asked to donate up to two (2) days per incident.

- 2.) The use of sick bank days will terminate at the point at which the involved teacher is eligible for long term disability, Workers' Disability Compensation or other payments.
  - 3.) Any sick days not used for said incident will be placed into a reserve for another extreme or unusual illness by an Association member.
  - 4.) The provisions of 15.1g are not subject to the provisions of the Grievance Procedure.
- 15.2 Any teacher who is absent because of injury or disease incurred while working for the Board and compensable under the Workers' Disability Compensation Act, shall receive from the Board of Education the difference between the allowance under the Workers' Disability Compensation Act and his regular salary for the duration of the school fiscal year, with no subtraction of sick leave.
- 15.3 Teachers shall be informed of a telephone number they must call to report unavailability for work. If possible and circumstances permit, this call should be made the night before. If not, the call must be made prior to 7:00 a.m. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. In the event a teacher is unavailable for work and school is canceled due to inclement weather, the teacher will not be charged a sick day if said teacher worked the day preceding or following the canceled day.
- 15.4 At the beginning of every school year, the Association shall be credited with ten (10) days of business leave allowance, to be used by teachers who are officers or representatives of the Association, such use to be used at the discretion of the Association. The Association agrees to notify the Board no less than forty-eight (48) hours in advance of the date for the intended use of said leave, and the Association will reimburse the Board for the substitute pay including FICA and retirement.
- 15.5 A teacher who serves on a jury will be paid the difference between his pay for jury duty and his regular pay.
- 15.6 A teacher who is subpoenaed as a witness in a court case not involving a labor/management dispute will be paid the difference between his witness fee and his regular pay. This shall not apply to cases covered by Article 9 of this contract, and is specifically subject to Article 9 section 9.5.
- 15.7 Upon written approval of the building principal, bargaining unit members may be granted leave for the following purpose:



- 15.7a Visitation to view other instructional techniques or programs.
- 15.7b Conferences, workshops or seminars conducted by colleges, universities, or other educational organizations.

ARTICLE 16  
UNPAID LEAVES OF ABSENCE

- 16.1 Leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs; provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period. Leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of a cultural travel or work program related to his professional responsibilities, provided the teacher states his/her intention to return to the school system.
- 16.2 A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of engaging in full-time study at an accredited college or university reasonably related to his professional responsibilities. The Board may approve such leaves for any teacher who has served in the system seven (7) or more consecutive years and after his returning to the school district he shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- 16.3 A military leave of absence shall be granted to any teacher who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.
- 16.4 A leave of absence of up to one (1) year shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff.
- 16.5 A leave of absence not to exceed one (1) year shall be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. This section shall not apply to a State of Michigan Senate Office or House of Representatives Office.
- 16.6 Any teacher desiring an unpaid short-term leave of absence (less than 20 working days) shall apply in writing to the Board stating the purpose and the proposed duration of such leave. The Board shall consider the request at its next regularly scheduled meeting following receipt of the teacher's application for leave. The Board will notify the teacher of its decision in writing within seven (7) calendar days after its consideration of the request. In case of an emergency the teacher may request in writing an unpaid short-term

leave of absence from the Superintendent who shall act as the Board's designee. The Superintendent will notify the teacher within twenty-four (24) hours of his decision.

- 16.7 If the Board has approved a short-term leave of absence (less than 20 working days) for a teacher, then said teacher's insurance benefits under this agreement shall continue in full force and effect for the duration of this leave. It is expressly understood that said teacher taking leave here-under will not be eligible for any other form of compensation or monetary benefit for the duration of this leave.
- 16.8 A teacher who is unable to teach because of personal illness or disability, and who has exhausted all paid leave available, shall be granted, upon written request, a leave of absence without pay for the duration of such illness or disability, not to exceed one (1) year or until the end of the semester, and the leave may be renewed each semester upon request by the teacher, in writing. The Board may request, in writing, certification of illness or disability, signed by a physician. Leave granted pursuant to this section shall count toward leave to which the teacher may be entitled under the FMLA.
- 16.9 Upon written request of a teacher, the Board may grant a leave of absence for a period not to exceed one year subject to renewal at the will of the Board. Said leave shall be without salary, without fringe benefits, and with no loss of previously accumulated seniority. Said teacher shall be hired back at a position for which he/she is certified and qualified.

#### 16.9a Disability Leave

- 1.) A teacher who is disabled and who has either exhausted his/her sick leave or who opts not to utilize his/her sick leave for the period of disability, shall be granted an unpaid disability leave for a period not to exceed one (1) year, renewable at the discretion of the Board. Leave granted pursuant to this section shall count toward leave to which the teacher may be entitled under the FMLA. The Board reserves the right under the FMLA to require a teacher to use his/her accumulated sick leave.
- 2.) In order to provide for continuity within the classroom between pupil and teacher, the teacher who anticipates a disability shall, within sixty (60) days of the requested beginning date of leave (except in the case of emergency), submit a written request for leave to the Board of Education. The written request shall specify the date that the teacher desires to commence leave as well as a statement by his/her physician that there is no medical reason why the teacher cannot continue to perform services until the beginning date of the leave. The Board reserves the right to require the teacher to furnish medical evidence from his/her physician in the event a question arises as to the teacher's ability to perform his/her teaching duties.
- 3.) The teacher shall be eligible to return from disability leave upon filing a



physician's statement (or in the case of mental disability, a psychiatric statement) that he/she is physically (mentally) fit for full-time employment. The Board shall have the right to have the teacher examined for a second opinion, by a physician agreed upon by the employee and the Board (for mental disability, a psychiatrist), at the Board's expense. The teacher may request a prospective termination date of the leave of absence at the time of request for the leave.

- 4.) Reinstatement shall be to the teacher's former position or to a similar position for which he/she is qualified and certified.
- 5.) Reinstatement will commence upon the date set by the Board which shall not be later than the first day of the semester following the date the teacher was declared eligible for reinstatement. It is understood that the foregoing shall not supersede provisions for layoff or other provisions of law or this contract.
- 6.) The teacher may request in writing to the Board, an extension of leave taken under this article. Extension of leave will be at the discretion of the Board.
- 7.) Upon reinstatement, the teacher taking leave hereunder will be entitled to accrued experience and sick leave accumulated prior to the start of said leave. Any teacher completing over 50% of the class days in any year during which leave commences or ends, shall be given credit on the salary schedule and sick leave for that year.

#### 16.9b Child Care Leave

- 1.) An unpaid leave of absence may be granted to a teacher for the purpose of child care in the immediate family. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. Leave granted pursuant to this section may count toward any FMLA leave to which the teacher may be entitled.
- 2.) In order to provide for continuity within the classroom between pupil and teacher, the teacher shall, at least sixty (60) days prior to the requested beginning date of leave, submit a written request for leave to the Board of Education.
- 3.) Reinstatement shall be to the teacher's former position or to a similar position for which he/she is qualified and certified.
- 4.) Reinstatement will commence upon the date set by the Board. It is understood that the foregoing shall not supersede provisions for layoff or

other provisions of law or this contract. Conditions may exist whereby the Board may reinstate the person making the request at an earlier date than originally requested.

- 5.) The teacher may request in writing to the Board, an extension of leave taken under this article. Extension of leave will be at the discretion of the Board.
- 6.) Upon reinstatement, the teacher taking leave hereunder will be entitled to accrued experience and sick leave accumulated prior to the start of said leave. Any teacher completing over 50% of the class days in any year during which leave commences or ends, shall be given credit on the salary schedule and sick leave for that year.

#### ARTICLE 17

#### PROFESSIONAL IMPROVEMENT - EDUCATIONAL CONFERENCES

- 17.1 The parties support the principles of continuing training for teachers, participation by teachers in professional organizations in the areas of their specializations, leaves for work on advanced degrees or special studies and participation in community educational projects.
- 17.2 The Board shall treat an SBCEU (State Board Continuing Education Unit) as being the equivalent of professional work from an accredited college or university (one SBCEU equals 1/3 semester hour) where the cost of the SBCEU has been paid by the teacher. If the SBCEU is obtained during the normal work day, the teacher must pay for the substitute teacher hired for the time devoted to obtain the SBCEU(s). The SBCEU must be approved by the Superintendent in advance.
- 17.3 The Board may agree to provide, upon application, all or part of the necessary funds for teachers who desire to attend selected professional conferences and Michigan Department of Education Curriculum Committee meetings. Travel, up to two hundred fifty (250) miles, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences.

#### ARTICLE 18

#### PROFESSIONAL COMPENSATION

- 18.1 The salaries of teachers covered by this agreement are set forth in Schedule "A" which is attached to and incorporated in this agreement.

- 18.2 Longevity pay will be paid to teachers on the 15th, 20th, and 25th step.
- 18.3 Co-curricular responsibilities will be compensated for by a percentage basis on the number of years experience in this District in the activity, up to 7 years (step 0-6) on the BA schedule. Compensation shall be paid as set forth in Schedule "B" which is attached to and incorporated in this agreement. Instructors who are either promoted or demoted within an activity will retain their years of experience.
- 18.4 All teachers returning to this district under the terms of this agreement shall be given full credit on the salary schedule for previous years of experience at Carson City-Crystal. He/she will also be given credit on the salary schedule for previous years of teaching experience in an accredited public or private school, not to exceed a total of five (5) years.
- 18.5 All teachers newly employed will be given full credit on the salary schedule for previous years of teaching experience in an accredited public or private school, not to exceed a total of five (5) years.
- 18.6 In a case where one half (1/2) year's service is involved, credit for a full year shall be allowed.
- 18.7 Increments become effective at the beginning of each school year and advancement under the salary schedule shall be automatic as of the first pay of the school year. Horizontal advancement under the salary schedule shall be automatic as of the beginning of the semester following completion of graduate credit or hours approved by the Superintendent. If approval is denied the decision can be appealed to a committee consisting of an Association Building Representative, an appointee (other than the Superintendent) from the Curriculum Committee, and the building principal. Teachers will receive advancement under the salary schedule only if proof of course completion is furnished to the Board by September 30 for the first semester and January 30 for the second semester. Should the institution fail to provide documentation in a timely manner, advancement on the salary schedule shall be retroactive upon receipt of documentation.
- 18.8 A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in professional grievance procedures, including mediation, shall be released from regular duties without loss of salary.
- 18.9 Teachers shall receive the current allowable IRS rate for travel allowance for use of their private automobiles while on authorized school business.
- 18.10 Teachers may volunteer or be assigned temporary substitute teaching assignments during their scheduled preparation period and will be paid at the rate of fifteen (15) dollars for each period not to exceed sixty (60) minutes. Any teacher substituting during their prep

period may, at their option, be credited with one period of comp time; in grades 9-12, five periods of comp time equals one compensatory day; in grades 6-8, six periods of comp time equal one compensatory day. Elementary teachers subbing for specials will be credited with comp time for time subbed (i.e. 1/2 hour subbing equals 1/2 hour comp time), with 5 hours of subbing equalling one compensatory day.

Compensatory days will be treated the same as personal days, except they must be applied for at least three (3) days in advance. Compensatory days may not be taken during the last fifteen (15) days of a school year. At the end of a school year unused compensatory time earned by subbing not equivalent to a compensatory day shall be paid at the hourly rate.

18.10a Such assignment shall be on a rotation basis so that all teachers within the building are included in the duty schedule. An assignment schedule shall be set up so each high school and middle school teacher shall have only one day of each week designated for assigned substitute duty. Under normal circumstances, teachers assigned substitute duties will be notified of such assignments before the close of the first class period of the morning session. Exchanges in this schedule will be the responsibility of the teacher so assigned. A form, in duplicate, shall be provided by the office for all substitute assignments. Teachers who are relieved of a class because of assemblies, field trips, athletic contests, etc., shall not be paid when substituting for another teacher. The administrator will strive to obtain a substitute teacher when two (2) or more hours are needed.

## ARTICLE 19 INSURANCE

19.1 The Board agrees to furnish health insurance for each full time teacher. Each full time teacher is eligible for one of the following MESSA PAK programs:

PAK A - For employees electing health insurance

Health: Super Care I  
(Includes \$5,000 AD&D Basic Term Life)

Long Term Disability 66 2/3%  
\$4,000 Maximum Monthly Income Benefit  
\$6000 Maximum Eligible Monthly Salary  
100 Calendar Days - Modified Fill  
Maternity Coverage  
Preexisting Condition Waiver  
Freeze on Offsets  
Alcoholism/Drug - 2 yr. limitation

	Mental/Nervous - 2 yr. limitation
Negotiated Life	\$25,000 AD & D
Vision	VSP 3
Dental	80 / 80 / 80 : \$2,000 with Adult Ortho (\$1000 Maximum Class I & II)

Plan B - For employees not electing health insurance

Long Term Disability	Same as above
Negotiated Life	\$25,000 with AD & D
Vision	VSP - 3
Dental	80 / 80 / 80 : \$2,000 with Adult Ortho (\$1000 Maximum Class I & II)

The Board agrees to pay the deductible \$100 for full family and \$50.00 for single subscriber. The deductible will be reimbursed when the staff member turns in MESSA deduction worksheets or a MESSA letter equal to or greater than the deductible. All receipts must be submitted by a member and be submitted at one time. The Board establishes September 30 as the deadline for submission.

19.2 Those employees selecting MESSA Plan B are entitled to a \$120 monthly cash option under the district approved Cafeteria Plan.

19.2a Anyone choosing to have payroll deduction for annuities must use one of the twelve presently approved annuity companies.

19.3 Part-time teachers are eligible for a pro-rated amount of MESSA Super Care I Health Insurance (not PAK A) or a pro-rated amount of the \$120 monthly cash option under the district approved Cafeteria Plan. The pro-rated amount of dollars is directly correlated to the pro-rated teaching time as compared to a full-time teacher.

19.4 Teachers shall receive the above benefits on a full 12 month basis, with the following exceptions: teachers commencing employment for the Board after the start of the school year shall receive a prorated portion of this insurance benefit. Teachers leaving the employment of the Board or commencing an unpaid leave during the school year, shall forfeit this benefit as of the last day of the last full calendar month of employment.



- 19.5 The Board's obligation regarding the insurance provided in this article is to provide payment toward the cost of the insurance. The Board shall have no liability in the event a dispute arises over whether certain claims and disabilities are covered by the insurance. All insurance coverage is to be effective on the date the insurance carrier accepts employee for coverage. The Board shall not be responsible for coverage for any time the employee is not enrolled by the carrier unless non enrollment is due to the negligence of the Board. The Board agrees to provide the insurance programs set forth in this article within the underwriting rules and regulations, as set forth by the carriers in the master contract held by the policyholder. Teachers may begin or alter benefit programs only to the extent allowed by the enrollment periods specified by the company involved.
- 19.6 Teachers who have Board provided term life insurance, as provided through the health insurance plan, have a 30 day conversion right upon termination of employment. Any teacher electing his/her rights of conversion, in order to keep his/her term life insurance in force, must contact the insurance carrier within thirty (30) days of his/her last day of employment.

#### ARTICLE 20 PAYROLL, DUES, ASSESSMENTS, AND OTHER DEDUCTIONS

- 20.1 Paychecks shall be issued by the second Friday after the start of school and shall continue to be issued on or before every second Friday thereafter for a total of twenty-one (21) pays. Teachers who have elected to be paid a total of twenty-one (21) pays shall receive their last check on the regularly scheduled pay date. Teachers shall have the alternative of receiving their salaries equally distributed over the twelve month period for a total of twenty-six (26) pays. Notifications as to the number of pays shall be in the business office by the Friday after school starts. If paychecks are issued prior to the required date, this shall not be considered to constitute a precedent.
- 20.2 The Board will also authorize payroll deductions, upon written request of a teacher, for personal or charitable purposes in addition to Association dues to the extent deemed reasonable by the Board and within the limitations set by available office personnel and equipment. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional Dues or Service Fee, the Board agrees promptly to disburse said sums to the Association.
- 20.3 Each bargaining unit member shall, as a condition of employment: (1) Join the CCCEA on or before thirty (30) days from the date of commencement of duties; (2) Pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy.

The Service Fee shall not exceed the amount of association dues collected from

association members. The bargaining unit member may authorize payroll deductions for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477 and MSA 17.277 (7), and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amount, as nearly as may be, from the paychecks of each bargaining unit member. Moneys to be deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Candidates interviewing for vacancies shall be informed that professional dues and/or Service Fee to the Association is a condition of employment.

- 20.3a With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for Professional dues or Service Fee, the Board agrees promptly to disburse said sums to the Association.
  - 20.3b The Association agrees to indemnify and save the school district, Board, Board members and administrators harmless against any and all claims, demands, costs, suits or other forms of liability, including attorney fees, back pay, and all court or administrative agency costs that may arise out of or by reasons of action by the Board for the purpose of complying with this section.
- 20.4 The Board shall not be liable to the Association by reason of the requirements of this agreement for the remittance or payment of any sum other than that constituting actual deductions made from salaries earned by teachers and the Board's monthly contribution toward payment of the teacher's insurance premium.

## ARTICLE 21 GRIEVANCE PROCEDURE

- 21.1 A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- 21.2 The term "days" as used herein shall mean days in which school is in session during the academic year and days that the school district's business office is open during the summer months between academic years.
- 21.3 Written grievances as required herein shall contain the following:
  - 21.3a It shall be signed by the grievant or grievants.
  - 21.3b It shall be specific.



- 21.3c It shall contain a synopsis of the facts giving rise to the alleged violation.
- 21.3d It shall cite the section or subsection of this contract alleged to have been violated.
- 21.3e It shall contain the date of the alleged violation.
- 21.3f It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- 21.4 LEVEL ONE - A teacher alleging a violation of the express provisions of this contract shall within fifteen (15) days of its alleged occurrence submit the grievance on the proper form (see schedule D) and orally discuss the grievance with his/her principal in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

LEVEL TWO - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the principal in the building where the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent with the Superintendent or his designated agent.

LEVEL THREE - Upon proper application as specified in Level Two, the Board shall within thirty (30) days of application allow the teacher or the Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than one (1) month after the initial hearing. The Board may, at its discretion, designate a committee of its members to fulfill its obligation at Level Three. A copy of the written

decision of the Board shall be forwarded to the Superintendent for permanent filing, the principal in the building in which the grievance arose, the grievant, and the secretary of the Association.

**LEVEL FOUR** - Individual teachers shall not have the right to process a grievance at Level Four.

21.4a If the Association is not satisfied with the disposition of the grievance at Level Three, it may refer the matter to binding arbitration by providing the Board with written notification of its desire to go to binding arbitration. The written notification must be provided to the Board within ten (10) days after the decision of the Board. If the parties cannot agree on an arbitrator within ten (10) days after the Association's written notification to the Board and the Association still desires to refer the matter to binding arbitration, the Association shall file a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration must be filed within twenty (20) days of the aforementioned written notification by the Association to the Board. The arbitrator shall then be selected in accordance with the rules of the American Arbitration Association, which shall likewise govern the arbitration proceedings.

21.4b Neither party may raise a new defense or ground at Level Four not previously raised or disclosed.

21.4c The following are excluded from Binding Arbitration:

- 1.) The termination of services of or failure to re-employ any probationary employees;
- 2.) Any matter involving content of teacher evaluation (except matters pertaining to referral to previous discipline in violation of article 13, section 13.8);
- 3.) Any matter which can be appealed to the tenure commission;
- 4.) Any matter dealing with negotiations;
- 5.) Any disciplinary action taken by the Board against a teacher, provided that the procedure set forth in this article has been complied with and does not involve suspension without pay by the district. Therefore, if the arbitrator finds no violations of a procedural nature by the Board, the arbitrator has no power to reverse or modify said disciplinary action.

21.5 Powers of the arbitrator are subject to the following limitations:

- 21.5a He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
- 21.5b He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
- 21.5c He shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide.
- 21.5d He shall not hear any grievance previously barred from the scope of the grievance procedure.
- 21.5e More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties.
- 21.5f Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- 21.5g Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.
- 21.6 The fees and expenses of the arbitrator shall be shared at the rate of 50% for the Association and 50% for the Board. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- 21.7 Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the time limits specified, or leave the employ of the Board (except by a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- 21.8 The Association shall have no right to initiate a grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon.
- 21.9 All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or participating association representative is to be at his assigned teaching station.
- 21.10 The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any

year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- 21.11 Notwithstanding the expiration of this agreement, any claim or grievance based upon a violation which occurred before the expiration of this agreement, may be processed through the grievance procedure until resolution.

## ARTICLE 22 VACANCIES, PROMOTIONS, AND TRANSFERS

- 22.1 Vacancies in teaching, administrative, and coaching positions shall be posted on a designated bulletin board in each school building and the Association will be advised of the vacancies. Vacancies occurring during the period when school is in session shall be posted internally at least five (5) calendar days prior to being filled. Bargaining unit members may apply for such positions by submitting a written application to the personnel office.

- 22.2 In filling vacancies in teaching and administrative positions the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time that each has been employed by the school district, and other relevant factors. An attempt will be made to fill teaching positions from within the current staff before any external posting.

In filling vacancies in coaching positions, if teachers of equal qualifications apply, preferences will be given to tenured teachers regularly employed in the district. The Board shall make the final decision within its best judgment.

- 22.3 Any teacher wishing to be notified of vacancies in teaching positions occurring throughout the summer will submit five (5) self-addressed, stamped envelopes to the Board. It will be the responsibility of the Board to notify these teachers in the event of any summer vacancies, such notification to be given as soon as a vacancy occurs. Such vacancy will remain open for a period of ten (10) calendar days after mailing of notice. A five (5) calendar day waiting period is required during the time commencing August 1 to August 15. Any letters from faculty members received prior to the vacancy occurrence will be given full consideration in filling the vacancy. No waiting period is required during the period of time commencing August 15 of each year, ending on Friday of the first full week of each school year.

- 22.4 Since the frequent transfers of teachers from one school to another is disruptive of educational processes and interferes with optimum teacher performances, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner provided in paragraphs 22.1 and 22.3, above. Any teacher who shall be transferred on or after October 10, 1978, to a

supervisory or executive position within the school system, and shall later return to a teaching position shall have all the rights and benefits, except seniority earned as an administrator, as though all his employment has been served as a teacher.

- 22.5 Upon request, a teacher who is transferred or unsuccessfully applies for a vacancy will be told the reason (s) why in writing.

## ARTICLE 23 REDUCTION IN PERSONNEL

### 23.1 Seniority of personnel

23.1a The term "seniority" as hereinafter used shall be length of continuous teaching service since the last date of hire with the Carson City-Crystal School District. Notwithstanding Section 22.4 of this contract, administrative service of administrators employed during 1980-81 school year shall also be counted.

23.1b Leaves of absence granted in accordance with the provisions of the Master Agreement shall not constitute an interruption in continuous service.

23.1c Credit given for outside teaching experience in another school district and time spent while on layoff status shall not be considered for the purpose of accumulating seniority. A layoff shall not be deemed to constitute a break in continuous teaching service.

### 23.2 Certification and Qualification of Personnel

A teacher's seniority will be evaluated only for those positions for which he is properly certified by the Michigan Department of Education at the time staff reductions are to be determined.

23.2a The term "certified" shall mean the teacher is certified for the position as defined by the State Board of Education.

23.2b For the purposes of this article the term "qualified" shall mean that the teacher has a major or minor in the subject (s) to be taught. The Board may make exceptions for up to two (2) classes of the assignment or to allow a teacher to teach a subject previously taught by the teacher in the Carson City-Crystal Area Schools within three (3) years from the effective date of the layoff.

### 23.3 Necessary Reduction of Personnel

23.3a The Board and the Association realize that education, to a large degree, depends upon the financial resources available to the Board as provided by the local public



and the State of Michigan, and in accordance with this realization, understands that in some instances it may be economically necessary to reduce the educational program and staff when funds are not available.

- 23.3b It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and the staff when economic necessity dictates.
- 23.3c Notices of layoff shall be issued thirty (30) calendar days prior to the effective date of layoff.
- 23.3d During times of economic necessity, an Association member may apply for voluntary layoff for a period of one year, providing said member taking voluntary layoff prevents the layoff of another bargaining unit member. At the end of the year, the teacher taking voluntary layoff shall be reinstated to a position for which he is qualified. Such voluntary layoff shall not cause a violation in other sections of the Master Agreement. Voluntary layoff entitles the laid-off employee to the same rights and benefits as any laid off employee.

Tenure teachers on layoff shall accrue seniority during layoff for a maximum of one year. If recalled, the teacher will move up on the seniority list, but not on the salary schedule.

If more than one teacher applies for voluntary layoff, the higher seniority receives priority.

#### 23.4 Layoff Procedure

In order to promote an orderly reduction in personnel when the educational program is curtailed, the following procedure shall be used.

- 23.4a In the event that lay-offs are required, probationary teachers with the lowest seniority must be laid off first. Such layoffs will be done on a district-wide basis, provided other probationary teachers or tenured teachers are qualified and certified to perform the services.
- 23.4b In the event tenured teachers must be laid off, the Board shall retain tenured teachers with the greatest seniority, provided they are certified and qualified to teach the available positions.
  - 1.) Seniority as determined by section 23.1a of this article. Such seniority shall be determined by an individual's most recent date of hire. To determine seniority status, the starting date will be considered the first day of teaching after the individual's contract date.

- 2.) The education of the teacher as defined by possession of academic degrees, attendance at professional conferences or workshops, or any scholarly contribution by the teacher to his respective field.
- 3.) The length of service a teacher may have in grade levels K-6 and by subject matters taught in grades 7-12.
- 4.) Flip of a coin by the School Board President; called by the Association President.

It is understood by both parties that the order of layoff described in section 23.4 above shall be strictly adhered to. The layoff procedure set forth above shall be subject to the Michigan Teacher's Tenure Act.

### 23.5 Procedure for Review and Appeal

- 23.5a The proposed layoff list shall be delivered to the Association President prior to notification of affected employees.
- 23.5b Upon request of the Association President or his designee, the Superintendent of Schools shall arrange for a review of the effects of such layoff. The request for such review shall be made in writing within fourteen (14) calendar days of the date of the proposed list.
- 23.5c If the Association is not satisfied with the Superintendent's review, it may make a written request for a hearing with the Board of Education within seven (7) calendar days after the date of the above review.
- 23.5d The Board shall call such a hearing within seven (7) calendar days of the filing of the request by the Association.
- 23.5e If the Board's decision is found unsatisfactory by the Association, the problem may go to binding arbitration.

### 23.6 Recall of Personnel

Laid off teachers shall be recalled to vacancies on the basis of seniority, provided the more senior teachers are certified and qualified for the vacancy or vacancies to be filled. Notice of recall shall be by certified mail return receipt requested to the teacher's last known address or the letter may be hand delivered. It shall be the responsibility of the teacher to keep the Board informed of his/her current address. The Board's obligations regarding recall of a teacher shall be fully satisfied if the notice of recall is sent to the teacher's last known address. The teacher will have ten (10) days to indicate his/her desire to accept or



reject an offer of recall and the ten (10) days shall commence running on the date the notice of recall is received. In the event a teacher does not respond within the ten (10) day period, the teacher shall forfeit his/her rights to the position and his/her name shall be placed at the bottom of the seniority (recall) list. In the event it is determined that a teacher's refusal of recall constitutes an abandonment of his/her employment, the Board may commence steps to terminate the teacher's employment. A teacher's right to recall and all right to continued employment shall terminate in the event the teacher is not recalled within three (3) years of the effective date of layoff.

- 23.7 When determining whether a teacher is certified and qualified for a position, the Board shall rely upon the information contained in the teacher's personnel file. In the layoff process, the certifications and qualifications shall be those on file at the time the notification of layoff is sent. In the recall process, the certification and qualifications shall be those on file at the time the notice of recall is sent. It is the teacher's duty to make sure the Board's records are correct and to notify the Board in writing of any inaccuracies or changes.

#### ARTICLE 24 NEGOTIATIONS PROCEDURES

- 24.1 By June 1 the parties shall meet for the purpose of opening negotiations, setting of ground rules and exchanging their proposals in the form they wish to see them adopted.
- 24.2 Neither party in any negotiations shall have control over the selection of the negotiators of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies. After ratification by both parties their representatives shall attach their signatures to the ratified agreement within a reasonable time after ratification.
- 24.3 There shall be four (4) signed copies of the agreement for purposes of record. One copy shall be retained by the Board, one copy by the Superintendent, and two by the Association.

#### ARTICLE 25 NO STRIKE CLAUSE

- 25.1 The Board and the Association subscribe to the principle that difference shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

ARTICLE 26  
MISCELLANEOUS PROVISIONS

- 26.1 This contract constitutes the sole and existing agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the contract. The waiver of a breach, term or condition of the agreement, by either party, shall not constitute a precedent in the future enforcement of its terms and conditions.
- 26.2 This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendments to this agreement.
- 26.3 The provisions herein contained and including Schedules "A", "B", "C", "D", and Appendix "A" constitutes the entire agreement between parties.
- 26.4 This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this agreement.
- 26.5 If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 26.6 Copies of this agreement shall be printed, or otherwise reproduced within thirty (30) days after the agreement is signed, at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- 26.7 Unless medically impossible for the first ten (10) school days of an absence, teachers shall provide in writing all lesson plans required by the principal in order to mainstream curricula continuity through the substitute.
- 26.8 All eligible teachers retiring from the Carson City-Crystal Area Schools shall be compensated for unused accumulated sick days as follows:
- 26.8.1 Those with at least fifteen (15) years of certified teaching in the CC-C District shall be given twenty (\$20) dollars per day for all unused, accumulated sick days.

26.8.2 Those with at least twenty (20) years of certified teaching in the CC-C District shall be given thirty (\$30) dollars per day for all unused, accumulated sick days.

Payments made under this provision shall be made to the said employee no later than the first pay date of the following school year.

To receive such compensation the employee must notify the Board of their intent to retire by August 1, unless extenuating circumstances change the status of the employee.

Schedule A  
1998-99

STBP	Bachelor's		Master's		Master's + 15		Master's + 30	
	PERCENT OF BASE	WAGE SCALE	PERCENT OF BASE	WAGE SCALE	PERCENT OF BASE	WAGE SCALE	PERCENT OF BASE	WAGE SCALE
0	1.0000	26286	1.0952	28788	1.1152	29314	1.1352	29840
1	1.0465	27508	1.1461	30126	1.1671	30678	1.1880	31228
2	1.0952	28788	1.1994	31527	1.2213	32103	1.2432	32679
3	1.1461	30126	1.2552	32994	1.2781	33596	1.3010	34198
4	1.1994	31527	1.3135	34527	1.3375	35158	1.3615	35788
5	1.2552	32994	1.3746	36133	1.3997	36793	1.4248	37452
6	1.3135	34527	1.4385	37812	1.4648	38504	1.4911	39195
7	1.3746	36133	1.5054	39571	1.5329	40294	1.5604	41017
8	1.4385	37812	1.5754	41411	1.6042	42168	1.6330	42925
9	1.5054	39571	1.6487	43338	1.6788	44129	1.7089	44920
10	1.5754	41411	1.7253	45351	1.7569	46182	1.7884	47010
15	1.6487	43338	1.8055	47459	1.8386	48329	1.8716	49197
20	1.7253	45351	1.8895	49667	1.9241	50577	1.9586	51484
25	1.8055	47459	1.9774	51978	2.0136	52929	2.0497	53878

S

**SCHEDULE B  
ATHLETICS**

Baseball - Varsity	9%
Baseball - Junior Varsity	6%
Baseball - Freshman	3.5%
Basketball - Varsity (2)	10%
Basketball - Junior Varsity (2)	7%
Basketball - Freshman (2)	6%
Basketball - Junior High (4)	3%
Basketball - Junior High "B" Team (4) (if team members are > 20)	3%
Cross Country	9%
Cross Country - Junior High	3%
Football - Varsity	10%
Football - Assistant	7%
Football - Head J.V.	7%
Football - Assistants (1)	6%
Football - Head Freshman	6%
Football - Assistant (1)	6%
Football - Assistant (1)	6%
Golf	9%
Golf - Junior Varsity	4%
Softball - Varsity	9%
Softball - Junior Varsity	6%
Softball - Freshman	3.5%
Track - (1)	12%
Track - (2)	9%
Track - Assistant- (2)	6%
Track - Junior High (2)	3%
Volleyball - Varsity	10%
Volleyball - Junior Varsity	6%
Volleyball - Freshman	4.5%
Volleyball - Junior High (2)	3%
Volleyball - Junior High "B" Team (2) (if team members are > 20)	3%
Wrestling - Head Coach	10%



Wrestling - Assistant	6%
Wrestling - Junior High (1)	3%
Cheerleader - Fall Sports	
Varsity	5%
Junior Varsity	4%
Cheerleader - Winter Sports	
Varsity	5.5%
Junior Varsity	4%
Junior High (2)	2%
Pom Pon	6%

**SCHEDULE B 1  
ACADEMICS**

Class Sponsor - Freshman	1%
Class Sponsor - Sophomore	1%
Class Sponsor - Junior	3%
Class Sponsor - Senior	3%
Curriculum Representative (5)	3%
CSAA Academic Competition	1%
District Coordination Council (5)	1%
Drama (Play Production)	1%
Future Farmers of America	2%
Future Homemakers of America	2%
Hourly Certified Rate	\$16.00
Instrumental Music Director	10%
ITV (Per Semester Per Class)	\$500.00
Mentor Teacher	\$350.00
National Honor Society	2%
Odyssey of the Mind	1%
Quiz Bowl	\$300.00
Student Council - High School	3%
Student Council - Middle School	1%
Student Council - Elementary	.5%
Yearbook Advisor - High School	5%
Yearbook Advisor - Middle School	1%

**SCHEDULE C  
1998-99 SCHOOL CALENDAR**

		Student Days
August 21	Staff - Newly Hired Teachers & Mentors	
August 24	Staff Only (1/2 Meetings, 1/2 Work in Rooms)	
August 25	Students - Full Day	5
September 4	No School	
September 7	No School - Labor Day	20
October 7	No School - County In-Service	
October 23	End of First Marking Period	21
	Parent-Teacher Conference "Window" - Oct. 5 - Nov. 6	
November 26-27	Thanksgiving Break	19
Dec. 18-21-22	Exams	
December 22	End of 1st Semester - Last Day Before Christmas Early Dismissal at 1:00 for Records	16
January 4	School Resumes	20
February 24	No School - County In-Service	19
	Parent-Teacher Conference "Window" - Feb. 23-March 19	
March 11	End of 3rd Marking Period	23
April 2	No School - Good Friday	
April 5-9	No School - Spring Break	
April 12	School Resumes	16
May 31	No School - Memorial Day	20
May 28	Graduation	
May 28-June 1-2	Exams	
June 2	End of Second Semester - Last Day	
June 3	No Students - Teacher Records' Day	2
	Total Student Days	181
	Teacher Work Days	185

\*Adjust Ending-Exam-Record Days if make-up days are required.

SCHEDULE "D"  
GRIEVANCE REPORT FORM

GRIEVANCE # \_\_\_\_\_

GRIEVANCE REPORT

Submit to Principal in Duplicate

SCHOOL DISTRICT  
DISTRIBUTION OF FORM:

1. Superintendent
2. Principal
3. Association
4. Teacher

Building	Assignment	Name of Grievant	Date Filed
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LEVEL 1

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 / Date

D. Position of Grievant and / or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature / Date

LEVEL II

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

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

\_\_\_\_\_  
Signature / Date

C. Position of Grievant and / or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature / Date



LEVEL III

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Final Disposition by Board \_\_\_\_\_

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

\_\_\_\_\_  
Signature / Date

C. Position of Grievant and / or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature / Date

\*\* If additional space is needed in reporting Sections B 1 & 2 of Step II, attach an additional sheet.\*\*

Appendix A

ANTI-CORPORAL PUNISHMENT LAW  
P.A. 520, 1988  
EFFECTIVE MARCH 30, 1989

Section 1. Section 1312 of Act No. 451 of the Public Acts of 1976, being section 3890.1312 of the Michigan Compiled Laws, is amended to read as follows:

Sec. 1312 (1) As used in this section, "corporal punishment" means the deliberate infliction of physical pain by any means upon the whole or any part of a pupil's body as a penalty or punishment for a pupil's offense.

(2) A person employed by or engaged as a volunteer or contractor by a local or intermediate school board shall not threaten to inflict, inflict, or cause to be inflicted corporal punishment upon any pupil. However, the person, within the scope of his or her responsibilities, may use such reasonable physical force as may be necessary to:

- (a) Protect himself, herself, the pupil, or others from immediate physical injury.
- (b) Obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
- (c) Protect property from physical damage.

(3) A person employed by or engaged as a volunteer or contractor by a local or intermediate school board who exercises necessary reasonable physical force upon a pupil as described in subsection (2) use of that physical force as provided in Act No. 170 of the Public Acts of 1964, being sections 691.1401 to 691.1415 of the Michigan Compiled Laws.

(4) A person who violates subsection (2) may be appropriately disciplined by his or her school board.

(5) A local or intermediate school board shall approve and cause to be distributed to each employee, volunteer, and contractor a list of alternatives to the use of corporal punishment. Upon request, the department of education shall provide assistance to schools in the development and adoption of such a list.

(6) Any resolution, bylaw, rule, policy, ordinance, or other authority permitting corporal punishment is void.

Article 27  
DURATION OF AGREEMENT

Commencing on July 1, 1998 and ending June 30, 1999


This agreement shall be effective as of July 1, 1998, and shall continue in effect until the 30th day of June 1999. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

DATE RATIFIED: September 17, 1998

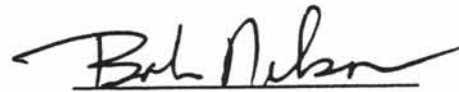
CARSON CITY-CRYSTAL  
EDUCATION ASSOCIATION

  
Kathy Hoeksema, Negotiator

  
Bruce Tasker, Negotiator

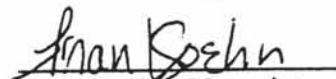
  
T. Ann Cunningham, Negotiator

CARSON CITY-CRYSTAL  
AREA SCHOOLS

  
Bob Nelson, Negotiator

  
George Demenov, Negotiator

  
John Ratu, Negotiator

  
Fran Koehn, Negotiator

