MASTER AGREEMENT

BETWEEN THE

CARSON CITY - CRYSTAL AREA SCHOOLS

EDUCATION ASSOCIATION

AND THE

CARSON CITY - CRYSTAL AREA SCHOOLS

BOARD OF EDUCATION

July 1, 2026-June 30, 2029

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ARTICLE 1
AGREEMENT

1.1 This Agreement is entered into this September 5, 2017 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 II of 1965 PA 379, for all certificated teaching personnel under contract, including the following ancillary staff: speech therapist, social worker, guidance counselors and District Advocacy Advisor; 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.

2.2 The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

2.3 The Board and the Association recognize the importance of new teachers having at least a bachelor's degree and a provisional, permanent or continuing teaching certificate.

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.

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 over payments shall be mutually arranged.)

3.2 The exercise of the foregoing powers, rights and authority by the Board, the adoption of 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 policies, rules, regulations and practices in furtherance thereof, including sexual harassment policies, and the 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 CC-CEA Executive Board before implementation.

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, computers, 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 Board Policy Manual is part of the school district's website (www.carsoncity.k12.mi.us).

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.

4.6 All employees in the bargaining unit are "bargaining unit members." Association members are those that pay membership dues.

4.7 The Association represents all employees in the bargaining unit and all bargaining unit members are governed by this agreement and entitled to the benefits of this Agreement.

4.8 Each bargaining unit member can freely choose to become a member of the Association, or to not become a member of the Association. Membership is not a condition of employment; an employee cannot and will not be terminated because the employee chooses to not join the Association.

4.9 Neither the Board nor the Association will discriminate against any employee because the employee chooses to become an Association member or chooses not to become an Association member.

4.10 The Board and the Association will not tolerate harassment or discrimination against any employee who chooses to become an association member or chooses not to become an association member. An employee determined to have harassed and/or discriminated against a colleague because that colleague chose to become an association member or chose to not become an association member will be subject to appropriate corrective/disciplinary action.

4.11 The district shall provide the Association with the names and contact information (full name, home telephone number, address, position and building) of all new hires in the bargaining unit within five (5) business days of hire date.

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.

5.1a In the event the Administration receives a Freedom of Information Act (FOIA) request for the file(s) of any Teacher(s), or any portion thereof, the Administration shall notify the Teacher and provide the Teacher with a copy of the FOIA request. Further, if the Teacher so requests he/she will be able to review the documents prior to being sent or provided a copy of the documents at the Board's discretion.

5.2 Any complaint directed toward a teacher shall be called to the teacher's attention within a reasonable period of time, in any event no later than three (3) working days.

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 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 Superintendent of Schools 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 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.

5.5 Probationary teachers are afforded the rights as outlined under the Teacher Tenure Act.

5.6 A teacher shall have the right and responsibility to review the Board Policy Manual at the Carson City-Crystal Area Schools' website (www.carsoncity.k12.mi.us). Teachers are especially required to be aware of the following policies: pertaining to sexual harassment, corporal punishment, conflict of interest, etc.

5.7 Discharge and Discipline

5.7a Just Cause:

No bargaining unit employee shall be disciplined without reasonable and just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges; nonrenewal of probationary bargaining unit members, including bargaining unit members deemed to be in a period of probation under the Michigan Teachers' Tenure Act; or other actions of disciplinary nature. Any such discipline, or adverse evaluation of a bargaining unit employee's performance, shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards, and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. This paragraph does not limit any reasonable and just cause rights attributable to the failure to properly comply with the annual evaluation requirements and provisions of this Agreement that are not governed by the Michigan Teachers' Tenure Act.

5.7b Progressive Discipline:

A program of progressive discipline shall be followed. The following progression of discipline for each unrelated incident shall be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

1. Oral/Written warning
2. Written reprimand
3. One-day suspension without pay
4. Three days suspension without pay
5. Discharge.

No suspension shall adversely affect any other rights or benefits under this Agreement. The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

5.7c No Applicability to Evaluation Scoring: In the event a bargaining unit employee is disciplined and receives one of the forms of Progressive Discipline defined above, that employee shall not in any way subsequently be evaluated in their annual evaluation performance for the same incident.

5.7d Association Representation: The employer shall offer Association representation to the bargaining unit employee in any case where an allegation has been made against the employee by a parent, student, or colleague that is the subject of the meeting or if the administration suspects the employee may have committed some offense. The Association representative shall be informed of the subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the employee has forty-eight (48) to seventy-two (72) hours to secure a representative. If an employee is offered representation and declines, they must sign a waiver of that right and may revoke that waiver and insist on representation at any time.

5.7e Personnel File:

A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the employee's Personnel File.

All discipline or complaints, as defined in Sections B and F, that is four (4) years or older shall be expunged from the personnel file except as limited by any existing laws.

5.7f Complaints:

No material, including but not limited to student, parental, or school personnel complaints originating after initial employment, will be placed in a bargaining unit employee's personnel file unless the bargaining unit employee has had an opportunity to review the material. Complaints against the bargaining unit employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit employee's file, the affected employee shall review, and sign said material. Such signature shall be understood to indicate awareness of the material, but in no instance shall said signature

be interpreted to mean agreement with the content of the material. If the bargaining unit employee believes the material placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit employee's personnel file.

Complaints, as defined in this Section, shall not be usable for the purposes of annual teacher performance evaluations unless the complaint is substantiated but not used as any basis of disciplinary action and a part of any additional ongoing incidences of a substantially related nature.

5.7g Assaults & Property Loss/Damage

Any case of assault upon a bargaining unit employee shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit employee, when possible, to prevent injury. The Employer will reimburse the bargaining unit employee for the cost of legal counsel to advise the bargaining unit employee of their rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities. The Employer shall reimburse any bargaining unit employee during the course of one (1) school fiscal year for damages to or destruction or loss of the bargaining unit employee's vehicle, clothing and/or personal items, provided such damage, destruction or loss occurred on school premises or while on a school-sponsored activity and was not occasioned by the negligence of the bargaining unit employee. The amount reimbursed shall equal the cost of the damage incurred.

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 ensuring 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, laboratory equipment, technology equipment, art supplies, athletic equipment, current periodicals, standard tests, 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 building computer facilities and copy machines 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.

6.7 Off street parking shall be provided and maintained for teacher use during the school day.

6.8 Any Education Association member assigned to manage the media center shall not be used to supervise classes sent to the media center because of an absent teacher.

6.9 The media center shall be used primarily as a resource center.

6.10 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 their position in writing.

6.11 The Board of Education agrees teachers will not be assigned non-instructional duties (e.g., playground and lunchroom supervision).

6.12 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 administrative position (Principal, AD, etc.) shall be considered to be an administrator, and shall not be a member of the bargaining unit.

6.13 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 The scheduled working day for all teachers shall not exceed 7.75 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 ten (10) minutes before classes begin and shall remain in the building at least five (5) minutes following dismissal of classes. 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. With the staff resources available an effort will be made to allow elementary teachers not less than one (1) thirty (30) minute preparation period each day and for secondary teachers one (1) period of planning daily. — The normal weekly teaching load shall consist of not more than thirty-five (35) 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 Crossover teachers shall have the equivalent of the high school or middle School preparation time. In the event scheduling conflicts require a crossover teacher to have a schedule where they do not receive a full preparation time, the crossover teacher shall be entitled to additional compensation. The maximum compensation to which a crossover teacher shall be entitled pursuant to this provision is five percent (5%) of their maximum shall be paid in the event the additional time is at least thirty (30) minutes and shall be prorated in the event the additional time is less than thirty (30) minutes.

7.2b If a secondary teacher volunteers to teach an additional class period for the school year on their prep, they shall be compensated the fractional amount of one/total number of class periods in a school day.

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 non-tenured 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 employ or 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 calendar year and one (1) afternoon of parent contact time per calendar year, 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 an extra day per semester for conferences with the board providing a substitute teacher for those days.

7.6 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 non-tenured assignments and shall not be obligatory, but shall be with the consent of the teacher. All activities not included in this definition are to be considered extra-curricular.

7.7 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.

7.8 A teacher who does not intend to return for the ensuing school year shall notify the Board in writing as soon as possible. A teacher who retires effective the end of the school year and who submits his/her letter by January 31st of that year shall receive an incentive payment of $1000. A teacher who retires effective the end of the school year and who submits his/her letter by April 1st of the year shall receive an incentive payment of $500.

7.9 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.

7.10 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.

7.11 The counselors at the high school and middle school level will receive a $500 off the salary schedule payment and will work an additional five (5) days prior to the reporting time of certified staff as a condition of employment in the counselor job category.

7.12 Teachers will be readily available no more than once a month, not to exceed sixty (60) minutes, for a staff meeting. Teachers shall be notified at least two days prior to the date of the meeting. All teachers are required to plan accordingly to ensure attendance. Teachers that are a leader of a club/organization or a coach of an athletic team shall make adjustments to practice schedules to attend said meeting.

ARTICLE 8
CLASS SIZE

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.

8.1a The Board will attempt not to exceed each teacher's class load to no more than 30 students, except: (1) in traditional large group instruction (e.g. band & physical education); (2) in experimental classes where teachers have voluntarily agreed in writing to exceed this number.

8.1b. In the event when in grades 6-12, anytime the number enrolled exceeds 30 the teacher shall receive a daily stipend of $3.50 per student per hour; in grades 4-5 anytime the number enrolled exceeds 28, in grades 3 anytime the number enrolled exceeds 25 & in Kindergarten and grades 1-2 anytime enrolled exceeds 20; the teacher shall receive a daily stipend of ($8.50 for 1 or 2 over, $13.50 for 3 or 4 over, $16.00 for greater than 4 over). It is the responsibility of the teacher to submit a list of such classes on a monthly basis but no later than the 15th of each succeeding month. Days in which school is not in session; which include but are not limited to, professional development, weather related closings, and health associated closings, teachers shall not report those days on the excessive class size form. Teachers may not turn in excessive class size forms for the first three weeks of the first semester. This will allow administration to make necessary adjustments in balancing the schedule.

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 can remove a student from class because of inappropriate behavior in accordance with the Board policy (Board Policy 5610 appendix B).

9.3 Any case of employment-related assault upon a teacher shall be reported immediately to the Superintendent 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. Money owed by the teacher may be payroll deducted. 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. Breaches of discipline shall be promptly reported to the offending teacher. Association president or his designee shall be notified. The Board has the right to require doctor certification of illness or injuries if an employee is absent more than three (3) consecutive days or if there is a pattern of absenteeism or if there is other reason to suspect abuse of sick leave.

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.

10.4 Each teacher shall recognize that he/she is a role model for students and should dress, including grooming & hygiene, in a manner befitting a professional. Employees' manner and dress shall at all times be appropriate to the activity of the moment and the environments in which they teach. Attire shall be such as to maintain dignity and respect.

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 level; lower elementary, upper elementary, middle school and 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 in-service programs. Teachers shall be required to attend in-service 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 recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution of the State of Michigan and of the United States of America, along with 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
EVALUATIONS/MENTORS

13.1 Probationary teachers will be assigned one or more mentor teachers. The Superintendent, or his/her designee may use master teachers, college professors or retired teachers as the mentor or mentors. Tenured employees shall be considered first and shall reserve the right to decline the said assignment. The Superintendent, or his/her designee, will attempt to match mentees and mentors (same department, same discipline, same building, etc.). The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and confidential information in a non-threatening fashion so as to implement a quality teacher induction program. The mentor(s) and mentee will keep records of meetings, including but not limited to, date of meetings, discussion, future meeting topics, ect. The employee serving as a mentor shall not participate in the supervision or evaluation of the mentee.

13.1a The mentor teacher assignment shall be for one (1) year subject to review by the mentor teacher and the mentee after one (1) semester. The assignment may be renewed up to three (3) years. A mentee shall be assigned to a different mentor teacher at any time such request is made by either the mentee or the mentor teacher. There will be one (1) mentee teacher per one (1) mentor.

13.2 Beginning with the 2024-2025 school year the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. Specific performance goals identified by the teacher to improve their effectiveness in the upcoming school year.

2. An evaluation of the teacher's job performance with timely and constructive feedback.

3. Clear approaches to measuring student growth with relevant data on student growth.

4. Multiple rating categories that take into account student growth and assessment data or student learning objective metrics that have been negotiated with the Association.
5. The use of student growth and assessment data or student learning objective metrics as 20% of the year-end evaluation determination.

    a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.

    b. The teacher, at their discretion, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.

    c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

6. A negotiated year-end evaluation form that utilizes other objective criteria for 80% of the year-end evaluation determination.

13.3 Process: The negotiated Performance Evaluation system, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" are attached and included in this Agreement in Appendix C.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

    a. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation. If no notification is provided by September 30 of each year, that teacher shall not be evaluated.

    b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teachers will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.

    c. The observation must include a review of pupil engagement in the lesson that is observed.

d. In order to ensure 1.b and 1.c above, the observation shall be no less than thirty (30) minutes.

e. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.

f. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Post-observation" feedback form contained in Appendix C.

g. There shall be at least 2 classroom observations of a teacher in each school year the teacher is evaluated that are conducted at least 60 days apart. The first observation shall occur no later than December 15 of each school year.

h. There shall be no unscheduled observations.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

    a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than April 30 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

3. Teachers who work less than 60 days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP (received a "minimally effective", "ineffective" prior to July 1, 2024, or "needing support", or "developing" rating thereafter, and/or 1st year teachers) shall be provided the following:

    a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.

    b. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.

    c. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B.1 above and completed no later than February 1, that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

    d. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

13.4 Rights of Tenured Teachers:

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

    a. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within 30 calendar days after the teacher is informed of the rating and a meeting with the superintendent shall be held no later than five (5) days after receipt of the request for review. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.
    i. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.
    ii. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

13.5 Training on evaluation system, tools, and reporting forms:

1. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled Professional Development time, training to all teachers on the evaluation system, reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years as approved by the MDE and witnessed by an Association representative that minimally includes all of the following:

    a. A clear and consistent set of evaluation criteria that all evaluators can use when assessing teacher performance consistent with the evaluation system and forms included in Appendix C.

    b. Clear expectations for what evaluators should look for when assessing teacher performance, including key behaviors and practices that are associated with effective teaching as included in the negotiated evaluation system and tools.

    c. Training on the evaluation process itself, including how to conduct classroom observations, collect data, and analyze results.

    d. Calibration exercises that help evaluators practice using the evaluation criteria and establish consistency in the evaluator's evaluations.

    e. Ongoing support for evaluators, including feedback from administrators and Association designated teachers to help them improve their skills and ensure they are consistently applying the evaluation criteria.

ARTICLE 14
SCHOOL CALENDAR

14.1 The school calendar shall be set according to the 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 at a reasonable time. When the Carson City-Crystal Area Schools are closed to students due to emergency conditions, teachers shall not be required to report for duty or work from home 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 or to satisfy state requirements regarding pupil instructional time. 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 to be made up at the end of the school year or mutually agreed day(s) between the Superintendent and the Association.

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 All teachers will have twelve (12) days of paid time off credited to them on the first day they teach at the beginning of each school year. Unused paid time off may be accumulated to a maximum of one hundred (100) days. Any accumulated paid time off in excess of the maximum 100 days will be paid for at a rate of $50 per accumulated paid time off, at the beginning of each school year. Teachers that have taken three (3) or fewer sick days will receive $1000 off salary schedule payment at the end of the year. Teachers that have taken five (5) or fewer sick days will receive $500 off salary schedule payment at the end of the year. Those that use more than five (5) days will not be compensated. Employees attending up to two (2) school events/trips during the school day, as a CC-C parent chaperone will not be required to utilize paid time off to attend. Employees shall be allowed to use a family day, as listed in the District substitute request process. 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.

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 ten (10) 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; and (5) other reasons as provided by law. 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 The parties agree that there may be personal conditions or circumstances, which may require teacher absenteeism for personal reasons.

1.) Teachers desiring to use 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.

15.1f In case of extreme and unusual illness, the Association's Executive Board and the Superintendent will meet for the purpose of reviewing requests and can only move forward through mutual agreement before 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 15.1 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 the process to report unavailability for work. If possible and circumstances permit, this execution should be made the night before. If not, the communication must be made prior to 6:00 a.m. Once a teacher has reported unavailability, he/she is relinquished duties for the day.

15.4 At the beginning of every school year, the Association shall be credited with eleven (11) 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 their 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.

16.2 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 their intention to return to the school system.

16.3 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.

16.4 A military leave of absence shall be granted in accordance with state and federal law. 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.

16.5 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.

16.6 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.

16.7 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.

16.8 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 hereunder will not be eligible for any other form of compensation or monetary benefit for the duration of this leave.

16.9 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 of 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.

16.10 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.

16.11 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 (I) 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. The Board may request, in writing, certification of disability, signed by a physician.

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.) 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.

5.) 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.

16.12 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 thirty (30) days prior to the requested beginning date of leave, submit a written request for leave to the Board of Education.

3.) 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.

4.) 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 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.
17.3 If a bargaining unit member receives an ineffective or minimally effective rating on his/ her year end evaluation, he/ she will be required to attend ten (10) hours of District provided and/or approved professional development. Professional development must be completed before the end of the following school year. The employee will be reimbursed any fees to attend off-site professional development.

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. Salaries will be prorated for part-time employees. The formula for this calculation is: Percent of full time X salary on step = yearly salary. Example: Teacher A is on BA Step 6 and scheduled for 4 hours per day. BA Step 6 = $40,227.

18.2 Longevity will be based on the years of service, as a teacher, to the Carson City-Crystal School District. Teachers will receive a percentage based on their steps and years of service within the district. Payments will be made in June. The following will be the schedule used:

Years of Service:	Percentage:
15-19	3%
20-24	4%
25-29	5%
30+	6%

18.3 Academic and Athletic coaches co-curricular responsibilities will be compensated as set forth in Schedule "B" which is attached to and incorporated in this agreement.

18.3a Coaches will be given up to 5 years' experience for previous coaching experience. Experience must have been in interscholastic athletics in an accredited public or private school. Experience needs to be at the same level and must be in the same sport.

18.3b College coaching, summer recreation league, AAU or intramural coaching will not be counted toward 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. They 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 the first five (5) years and may be given an additional ten (10) years of teaching experience in an accredited public or private school, not to exceed a total of fifteen (15) years.

18.6 In a case where one half (1/2) years' 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 All teachers may volunteer or be assigned temporary substitute teaching assignments during their scheduled preparation period and will be paid at the certified hourly rate for each period not to exceed sixty (60) minutes. Bargaining unit members outside of the assignment of a classroom teacher will also be compensated at the assigned rate. When splitting classrooms in grades Pre K-5, teachers may volunteer or be assigned temporary substitute teaching assignments and will be paid a substitute teacher rate of pay for their day's coverage.

18.11 For the duration of this this contract, teachers who elect district provided health insurance for the full year beginning September 1 (unless a position is vacated and filled, the amount will then be pro-rated using the hire date), will be entitled to a stipend payable once per year in a separate payment, in January for the following amounts-- single coverage $450.00, two-person coverage $825.00, full family coverage $1150.00.

18.12 In any event the school year is interrupted by circumstances beyond the district's control, there may be modifications made to Schedule B. Pay adjustments must be mutually agreed upon between the Superintendent and the Association.

ARTICLE 19
INSURANCE

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

19. 1a The portion of the premium CC-C EA members must pay shall be deducted from payroll.

19.1b The Board will pay 100% of the premium for insurance other than health insurance.
Each year the Board of Education will determine the outcome of CAP or 80/20,

Health: Blue Cross Blue Shield of Michigan

Option 1- Simply Blue HSA 1400/0%
Qualified High Deductible Health Plan
$1400/$2800 Aggregate Deductible; 0% Coinsurance

Option 2- Simply Blue HSA 2500/0%
Qualified High Deductible Health Plan
$2500/$5000 Embedded Deductible; 0% Coinsurance

Option 3- Simply Blue HSA 2500/20%
Qualified High Deductible Health Plan
$2500/$5000 Embedded Deductible; 20% Coinsurance

Note: Each plan must have at least 1 employee enrolled in order to be implemented and remain active throughout the plan year.

Pak A-Employees electing health insurance:

Long Term Disability: Principal Financial Group
66 2/3%
$4,000 Maximum Monthly Income Benefit
$6,000 Maximum Monthly Salary
90 Calendar Days - Modified Fill
Maternity Coverage
Pre-existing Condition Waiver

	Full Freeze / Freeze on Offsets Alcoholism/Drug - 2 yr. Limitation Mental/Nervous - 2 yr. Limitation
Negotiated Life:	$25,000 life and AD & D
Vision:	EyeMed Option 3 Gold 12/12/12; No Copay Exam; $130 Allowance
Dental:	100/80/80/80: $1500Maximum for C1ass1, 11 and 111. $2500 Maximum lifetime for Class IV

PAK B-For employees not electing health insurance:

Long Term Disability:	Same as above
Negotiated Life:	Principal Financial Group $25,000 with AD & D
Vision:	EyeMed Option 3 Gold 12/12/12; No Exam Copay; $130 Allowance
Dental AND Self-Funded Dental:	100 / 80 / 80/ 80: $1,500 Maximum for Class 1, 11 and 111; $2500 Maximum lifetime for Class IV

19.2 Those employees selecting PAK B are entitled to a $ 130-monthly cash option under the district approved Cafeteria Plan. The cash-in-lieu of health insurance stipend paid to employees who do not receive health insurance shall be $200 per month.

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

19.3 Part-time teachers are eligible for a prorated amount of provided Health Insurance or a prorated amount of the $130 monthly cash option under the district approved Cafeteria Plan. The prorated 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 other than FMLA, 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 employees 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.

19.7 The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in Blue Cross, the deductible will automatically adjust to meet the federal minimum requirement.

ARTICLE 20
PAYROLL DEDUCTIONS

20.1 Paychecks shall be issued bi-weekly over a twelve (12) month period for a total of 26 pays.

20.2 The Board will also authorize payroll deductions, upon written request of a teacher, for personal or charitable purposes to the extent deemed reasonable by the Board and within the limitations set by available office personnel and equipment.

20.2a Upon receipt of authorized payroll deductions for Association dues and contributions to the Association, the Employer shall transmit these payments to the Michigan Education Association via provided ACH within 10 days of when the payroll deductions took place. Any legal deductions shall be withheld through payroll, as agreed upon between the Association and the District and memorialized in writing.

20.3 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.

20.4 403 (B) Plans. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in allowing the employees to choose from investment alternatives to assist them in achieving their retirement savings goal. The investment providers named in the 403(B) plan document as appropriate under IRS

regulations are a result of meeting the needs of all employees. All providers are subject to change under the plan document. The current investment providers are:

Prudential Asset Mgmt	**Transamerica Fund**	**The Legend Group**
First Investors Corp	**Variable Annuity Life Insurance**	**Paradigm Equities**
Gleaner Life Insurance Society	**Plan Member Services**	**AXA Equitable**

The third party administrator is:
TSA Consulting Group, Inc.
Attn: Participant Services
PO Box 4037
Fort Walton Beach, FL 32549-4037 Phone 1-888-796-3786
Website www.tsacg.com/individual/plan-sponsor/michigan/carson-city-crystal-schools/

ARTICLE 21
GRIEVANCE PROCEDURE

***See attached letter for Prohibited subjects of bargaining that are not subject to the 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 the same.

If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing and proceed within five (5) 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 (I) 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 (I) 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 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

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

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

21.5a They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

21.5b They 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 They shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide.

21.5d They 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 grievance 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
SENIORITY/VACANCIES/LAYOFF/RECALL

22.1 Seniority of personnel:

22.1a 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.

1) No later than thirty (30) days following the ratification of this agreement, and by September 30 thereafter, the employer shall prepare a seniority list.

2) The seniority list shall be published and mailed or delivered to each bargaining unit employee by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of that same year; Otherwise, the seniority list will be considered final for that school year. Should there be disagreement by November 1 of the school year, the Board and Association shall submit the issue

to Expedited Arbitration under the rules of the American Arbitration Association for determination of the final seniority list.

3) The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed in Article 22.4.

22.1b The following procedure shall be utilized to break ties in seniority:
In the event of more than one (1) teacher beginning employment on the same date, seniority will be determined by the drawing of names. During the first week of school, teachers who were hired by the Board on the same date will meet in the superintendent's office along with the EA representative. A neutral party (the Board President or his/her designee may act as the neutral party) will draw the names. Teachers whose names are drawn first will be placed on the seniority list in that order.

22.1c Leaves of absence granted in accordance with the provisions of the Master Agreement shall not constitute an interruption in continuous service.

1) All seniority is lost when employment is severed by resignation, retirement, discharge for cause, or transfer to a non-bargaining unit position for more than one (1) year; However, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

22.1d Credit given for outside teaching experience in another school district shall not be considered for the purpose of accumulating seniority.

22.2 Certification and Qualification of Personnel:

22.2a The term "certified" shall mean the teacher is certified for the position as defined by the State Board of Education.

22.3 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.

22.3 Vacancies:

22.3a Definition of "Vacancy":

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days.

Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

22.3b Notification (Posting) of Vacancies and Application:

Vacancies occurring within the bargaining unit, including newly created positions, shall be provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least ten (10) school days prior to being filled. Bargaining unit employees may apply for such positions by submitting an e-mail of interest to the personnel office. Said positions shall be filled in accordance with the procedure outlined in Section C below.

22.3c Awarding of Vacancies:

Internal qualified applicants shall be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in this section.

The most qualified and adequately certified internal applicant shall be awarded the position. "Most Qualified" shall be determined as follows:

1) Employees awarded the position must have been rated as "effective". In the event no internal employee meets this criterion, then this requirement shall not apply.

2) If two or more employees equally meet the above standard, then the position shall be awarded to the employee with the most length of service within the bargaining unit, as defined by their Seniority List ranking.

22.4 Layoff and Recall

22.4a It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

1) Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified and qualified teachers to replace them as allowed by law.

2) If reduction is still necessary, then tenured teachers will be laid off in the inverse order of qualification as defined in Article 22.3c, providing that such teachers who are retained are adequately certified for the positions they are to fill. If more qualified (per Article 22.3c) teacher(s) are not

available to staff programs to be continued, then the teacher(s) with the next highest qualification may be retained to fill those positions.

22.4b After a reduction of teachers, as outlined above, if there are teaching positions that are created and/or vacant, laid-off teachers who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off teachers, and the vacancy or vacancies shall be filled by the most adequately qualified (per Article 22.3c).

22.4c The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the teachers. Teachers being laid off shall receive a 60-calendar day notice in writing before the effective date of layoff for layoffs during the summer months and no less than one (1) full semester for layoffs during the school year.

22.4d The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

22.4e The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

22.4f Definitions:

1) Certification – Adequately certified shall be defined as holding the required certificates, endorsements, licenses, and/or approvals required by law to serve in the position assigned. Further, it is the teacher's responsibility to file such certificates, endorsements, licenses, with the Board. The certification status of a teacher on file with the district shall be considered conclusive for all purposes under this Agreement.

   The teacher shall provide written notice to the Board and Association of any change to their certificates, endorsements, or licenses after the original filing of the same with the district. This shall include notice of any additional endorsements, certificates, or renewals, as well as expirations, revocations, and any limitations thereon.

2) Qualification – Teachers shall be considered qualified for positions for which they possess the appropriate adequate certification. Further, their degree of "qualified" status for any position in the district shall be determined by the process outlined in Article 22.3c.

22.4g A teacher refusing an offer of recall to a position for which the teacher is adequately certified and most qualified per Article 22.3c and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the teacher is under contract with a different Michigan School District at the time of recall. In such cases, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, he/she shall be deemed to have voluntarily quit as set forth above.

22.4h Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 19 until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy,

ARTICLE 23
NEGOTIATIONS PROCEDURES

23.1 By June 1, the parties shall meet for the purpose of opening negotiations, setting ground rules and exchanging their proposals in the form they wish to see them adopted.

23.2 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.

23.3 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.

23.4 If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employee Relations Act (PERA).

ARTICLE 24
NO STRIKE CLAUSE

24.1 The Board and the Association subscribe to the principle that differences 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 25
MISCELLANEOUS PROVISIONS

25.1 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, terms or condition of the agreement, by either party, shall not constitute a precedent in the future enforcement of its terms and conditions.

25.2 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.

25.3 The provisions herein contained and including Schedules "A", "B", "C", "D", Appendix "A", Appendix "B", Appendix "C" and Letter of Understanding constitutes the entire agreement between parties.

25.4 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.

25.5 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.

25.6 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.

25.7 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.

25.8 All eligible teachers retiring from the Carson City-Crystal Area Schools shall be compensated for unused accumulated sick days as follows:

25.8.1 Those with at least fifteen (15) years of certified teaching in the CC-C District shall be given thirty ($30) dollars per day for all unused, accumulated sick days.

25.8.2 Those with at least twenty (20) years of certified teaching in the CC-C District shall be given forty ($40) dollars per day for all unused, accumulated sick days.

25.8.3 Those with at least twenty-five (25) years of certified teaching in the CC-C district shall be given fifty ($50) dollars per day for all unused, accumulated sick days.

Payments made under this provision shall be made to the said employee no later than September 30th of the following school year.

SCHEDULE A

2026-2027 9**% increase**

	BA	MA	MA+15	MA+30
1	44,551.86	48,790.23	49,685.06	50,574.80
2	46,625.80	51,060.45	51,992.26	52,925.34
3	48,790.23	53,436.49	54,409.08	55,385.51
4	51,060.45	55,917.04	56,939.34	57,961.65
5	53,436.49	58,517.42	59,588.16	60,655.09
6	55,917.04	61,238.90	62,358.08	63,479.81
7	58,517.42	64,087.84	65,258.02	66,429.45
8	61,238.90	67,066.80	68,293.06	69,518.03
9	64,087.84	70,187.26	71,468.32	72,751.94
10	67,066.80	73,447.93	74,794.00	76,133.70
15	70,187.26	76,861.56	78,272.64	79,678.64
20	73,447.93	80,439.62	81,911.90	83,380.35
25	76,861.56	84,180.86	85,723.25	87,259.24

2027-2028 2**% increase**

	BA	MA	MA+15	MA+30
1	45,442.90	49,766.04	50,678.76	51,586.30
2	47,558.31	52,081.66	53,032.10	53,983.85
3	49,766.04	54,505.22	55,497.26	56,493.22
4	52,081.66	57,035.38	58,078.13	59,120.89
5	54,505.22	59,687.77	60,779.93	61,868.19
6	57,035.38	62,463.68	63,605.24	64,749.41
7	59,687.77	65,369.59	66,563.18	67,758.04

8	62,463.68	68,408.13	69,658.92	70,908.39
9	65,369.59	71,591.00	72,897.69	74,206.98
10	68,408.13	74,916.89	76,289.88	77,656.37
15	71,591.00	78,398.79	79,838.09	81,272.21
20	74,916.89	82,048.42	83,550.14	85,047.95
25	78,398.79	85,864.48	87,437.71	89,004.43

2028-2029 **1% increase**

	BA	MA	MA-15	MA+30
1	45,897.33	50,263.70	51,185.54	52,102.16
2	48,033.90	52,602.48	53,562.43	54,523.69
3	50,263.70	55,050.27	56,052.24	57,058.15
4	52,602.48	57,605.74	58,658.91	59,712.10
5	55,050.27	60,284.65	61,387.73	62,486.87
6	57,605.74	63,088.32	64,241.30	65,396.90
7	60,284.65	66,023.29	67,228.81	68,435.62
8	63,088.32	69,092.21	70,355.51	71,617.48
9	66,023.29	72,306.91	73,626.67	74,949.05
10	69,092.21	75,666.06	77,052.78	78,432.94
15	72,306.91	79,182.78	80,636.47	82,084.94
20	75,666.06	82,868.90	84,385.64	85,898.43
25	79,182.78	86,723.13	88,312.09	89,894.47

SCHEDULE B ACADEMICS

Position	Title	
Class Sponsor	9th	$487
Class Sponsor	10th	$487
Class Sponsor	11th	$1,218
Class Sponsor	12th	$1,218
Drama	(Play Production)	$731
Music	Director	$5,844
National Honor Society	High School	$974
National Honor Society	Middle School	$974
Student Council	High School	$1,461
Student Council	Middle School	$487
Student Council	Upper Elementary	$487
Student Council	Lower Elementary	$487
Yearbook Advisor	High School	$2,435
Yearbook Advisor	MS/UE	$487
Yearbook Advisor	Lower Elementary	$487
Curriculum Representative (5)		$1,461
Mentor		$500
Certified Hourly Rate		$30
FFA		$1800
Talent Review		$487
Academic Coach	Forensics	$731.00
Academic Coach	Model Un	$731.00
Academic Coach	Quiz Bowl	$731.00
Academic Coach	Science Olympiad	$731.00
Academic Coach	Writing Team	$731.00
DSIT		$45

SCHEDULE B ATHLETICS

Position	Sport	Gender	Years of Experience 1-4/5+
HC-Varsity	Basketball	Boys	4634/6088
HC-Varsity	Basketball	Girls	4634/6088
HC-Varsity	Football	Boys	4634/6088
HC-Varsity	Baseball	Boys	4450/5844
HC-Varsity	Softball	Girls	4450/5844
HC-Varsity	Wrestling #	Boys	4450/5844
HC-Varsity	Bowling	Co-Ed	3152/4140
HC-Varsity	Cross Country	Boys	2966/3896
HC-Varsity	Cross Country	Girls	2966/3896
HC-Varsity	Soccer	Girls	3152/4140
HC-Varsity	Track	Boys	3708/4870
HC-Varsity	Track	Girls	3708/4870
HC-Varsity	Volleyball	Girls	4450/5844
HC-Varsity	Golf	Co-Ed	2966/3896
HC- JV	Football	Boys	3152/4140
HC-JV	Basketball	Girls	3152/4140
HC-JV	Basketball	Boys	3152/4140
HC-JV	Baseball	Boys	2781/3653
HC-JV	Softball	Girls	2781/3653
HC-JV	Volleyball	Girls	2781/3653
HC-Varsity	Cheerleading	Girls	2225/2922
HC-Varsity	Clay Target	Co-Ed	2225/2922
HC-Varsity	Pom Pon	Girls	2410/3166
Varsity-Assistants	Bowling	Girls	2410/3166
Varsity-Assistants	Football	Boys	2410/3166
Varsity-Assistants	Football	Boys	2410/3166
Middle School	Basketball	Boys	1483/1948
Middle School	Basketball	Girls	1483/1948
Middle School	Track*	Co-Ed	1483/1948
Middle School	Cross Country	Co-Ed	1483/1948
Middle School	Volleyball	Girls	1483/1948
Middle School	Wrestling	Boys	1483/1948

*If exceeds 30 athletes, add a second coach at the Middle School pay rate: 1483/1948
#If exceeds 15 athletes, add an assistant at the Varsity Assistant rate: 2410/3166

Schedule D: GRIEVANCE REPORT FORM

GRIEVANCE #_____ SCHOOL DISTRICT_____

GRIEVANCE REPORT

DISTRIBUTION OF FORM:
1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate:

Building Assignment Name of Grievant Date Field

_____

LEVEL I

A. Date Cause of Grievance Occurred:
B.
1. Statement of Grievance:
_____
2. Contract Provision Violated:
_____
3. Relief Sought:
_____

_____
Signature/Date

C. Disposition by Principal:

_____
_____

_____
Signature/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:

_____

_____

C. Position of Grievant and/or Association:

_____

***If additional space is needed in reporting Sections B I & 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 i 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.

Appendix B

Policy

BOARD OF EDUCATION
CARSON CITY-CRYSTAL AREA SCHOOLS
STUDENTS 5610 / page 1 of 2

EMERGENCY REMOVAL. SUSPENSION AND EXPULSION OF NONDISABLED STUDENTS

A student may be removed from the classroom, suspended or expelled for persistent disobedience or gross misconduct. A student may not be expelled or excluded from the regular school program based on pregnancy status.

In recognition of the negative impact on a student's education, the Board encourages the District's administrators to view suspensions, particularly those over ten (10) days, and permanent expulsions as discipline of last resort, except where these disciplines are required by law (Policy 5610.01). Alternatives to avoid or to improve undesirable behaviors should be explored when possible prior to implementing or requesting a suspension or expulsion.

The Board of Education recognizes that exclusion from the educational programs of the District, whether by suspension or expulsion, is the most severe sanction that can be imposed on a student in this District and one that cannot be imposed without due process since exclusion deprives a child of the right to an education. The Board also recognizes that it may be necessary for a teacher to remove a student from class for conduct which is disruptive to the learning environment, and that such removals are not subject to a prior hearing, provided said removal is for a period of less than twenty-four (24) hours. However, if an emergency removal may result in a suspension, then due process must be ensured.

For purposes of this policy, "suspension" shall be either short-term (not more than ten (10) days) or long-term suspension (for more than ten (10) days but less than permanent expulsion) of a student from a regular District program.

Such suspension may take place within as well as outside the District facilities.

For purposes of this policy, unless otherwise defined in Federal and/or State law and Policy 5610.01, "expulsion" shall be the permanent exclusion of a student from the schools of this District. Students who are expelled permanently may petition for reinstatement under the provisions stipulated in Policy 5610.01

The Superintendent may recommend to the Board a long-term suspension or that a student be expelled.

In all cases resulting in short-term suspension, long-term suspension, or expulsion, appropriate due process rights described in Policy 5611 must be observed. The special education director shall check to make sure the student is not classified as disabled under Section 504.

No student, otherwise eligible for attendance, shall be excluded from a District program unless that student has substantially interfered with the maintenance of good order and/or the educational environment, or unless it is necessary to protect that student's or other students' physical or emotional safety and well-being.

A student may be removed from a class, subject, or activity for one (1) day by his/her teacher for certain conduct as specified in the Code of Conduct, or the student may be given a short-term suspension by the Superintendent or the principal. A student so removed will be allowed to attend other classes taught by other teachers during the term of the one (1) day removal. A student removed from the same class for ten (10) days will receive a due process hearing for each suspension beyond ten (10) days, consistent with required due process for long-term suspensions.

The Board designates the Superintendent as its representative at any hearings regarding the appeal of a suspension.

The Superintendent shall develop administrative guidelines to implement this policy which shall include:

A. promulgation of standards of behavior to all students in accordance with Board policy on student discipline;
B. procedures that ensure due process;
C. provision for make-up work at home, when appropriate;
D. regulations regarding student records which require that:
   1. all records of suspension be expunged if a student is found innocent of charges made against him/her;

   2. records of disciplinary suspension be expunged in accordance with Board policy on student records.

M.C.L.A., 380.1301, 380.1309, 380.1311
20 U.S.C. 3351
State Board of Education, Resolution to Address School Discipline Issues Impacting Student Outcomes, Adopted June 12, 2012

Revised 12/8/97
Revised 8/00
Revised 2/9/09
Revised 7/8/13
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Letter of Agreement between the Carson City-Crystal Area
Schools Board of Education and the Carson City- Crystal Area
Schools Education Association
Ancillary Staff
Discipline, Rights, Assignment, Evaluation, Unpaid Leave,
Vacancy, and Staff Reduction

Social workers, non-teaching guidance counselors, speech pathologists, and media specialists are not tenure teachers subject to the Michigan Teacher Tenure Act. Therefore, these ancillary staff members will have the following rights:

No disciplinary action shall be taken upon any complaint directed toward the ancillary staff member, nor shall any notice thereof be included in the ancillary staff's personnel file or evaluation, unless the matter with the name of the complainant is reported in writing within two calendar weeks. If the complaint involves an activity prohibited by law the Board may delay its report until an investigation is completed; if it is believed that making the report will jeopardize the investigation.

No ancillary staff member shall be disciplined or reprimanded without just cause, nor shall they be reduced in 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 ancillary staff member and Association. Names of the complainant(s) will also be given if needed to defend against the allegations(s) the disciplinary action is based upon.

Ancillary staff members shall, upon commencement of employment, be required to serve a probationary period for their first five (5) years of employment with the Board.

> Ancillary staff 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 mentioned probationary period, provided the ancillary staff member was employed by the Montcalm Area Intermediate School District at least five (5) years.
>
> Just cause provisions shall not apply during the probationary period.

In no event will changes in 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 ancillary staff member.

Ancillary staff will not be asked by administrators to accept students for in-school suspension or to supervise a student for behavioral problems.

Evaluations will be completed by April 15 of each year.

Perceived problems and means for improvement will be discussed so the ancillary staff member will be aware of administration expectations.

If there is a further problem with the evaluation, the ancillary staff member may ask the Association to represent him or her.

A copy of any report/evaluation will be provided to the ancillary staff member 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 ancillary staff member. The evaluator and ancillary staff member will sign the report and a space will be provided for the ancillary staff member to add comments, if there is disagreement on the report.

Evaluations are to be used to appraise ancillary staff 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 unless there continues to be concern regarding the problem(s) addressed by the discipline or the previous disciplinary action occurred during the same school year as the evaluation.

In cases of unpaid leaves of absence, reinstatement ancillary shall be to the staff member's former position or to a similar position which is vacant.

In filling vacancies in teaching, ancillary staff 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 vacant positions from within the current ancillary staff before any external postings.

Notices of layoff shall be issued thirty (30) calendar days prior to the effective date of layoff.

If social worker, non-teaching guidance counselor, speech pathologist, and media specialist obtain tenure as a classroom teacher, the ancillary staff member shall be subject to the provisions under the Michigan Teacher Tenure Act and are subject to limitations set forth under the collective bargaining agreement.

Social Workers and Speech Pathologists that have completed 50 or more hours toward their Masters degree will start at Masters plus 15 on the salary schedule. Upon completion of a full year's employment, the employee will receive 1/3 of an Ancillary Staff Bonus: $10,000 over three (3) years.

ARTICLE 26
DURATION OF AGREEMENT

Commencing on July 1, 2026 and ending June 30, 2029

This agreement shall be effective as of July 1, 2026 and shall continue in effect until the 30th day of June 2029. 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:
CARSON CITY-CRYSTAL
EDUCATION ASSOCIATION:

Samantha K. Jensen, EA Chief Negotiator

CARSON CITY-CRYSTAL AREA SCHOOLS:
John Sattler, Superintendent