

MASTER AGREEMENT
between
the
CARROLLTON PUBLIC SCHOOLS
and
CARROLLTON EDUCATION ASSOCIATION

2012-2014

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AGREEMENT

PREAMBLE

This Agreement enter into this _____ day of _____, 2012 by and between the Board of Education of the Carrollton Public Schools, Carrollton, Michigan, hereinafter referred to as the "School Board", and the Carrollton Education Association, hereinafter called the "Association", affiliated with the Michigan Education Association and the National Education Association.

WITNESSETH

WHEREAS the School Board and the Association recognize and declare that providing a quality education for the children of the Carrollton Public School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teachers, administrators, School Board members and non-instructional employees, and

WHEREAS the School Board and the Association have a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment for teachers, and

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

ARTICLE 1 – RECOGNITION

- A. The School Board recognizes the Association as the exclusive bargaining representative for all members of the unit which includes: all regularly employed certified teachers under contract, including Omni teachers, school psychologists, school social workers; coordinators, counselors excluding other personnel employed by the Board of Education, specifically, Superintendent of Schools, Assistant Superintendent, principals, assistant principals, directors, holders of non-certified positions and daily substitute teachers. If a teacher is shared with another school district, the districts and the Association shall meet and discuss the salary, benefits, hours and other contract provisions of the teacher.
- B. Throughout this Agreement, the term "teacher" shall designate all members of the "bargaining unit."
- C. The Association agrees to maintain its eligibility to represent all teachers by admitting persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status, disability and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.

- D. The bargaining rights granted herein to the Association shall not be granted or extended to any competing teacher organization or any individual teacher during the life of this Agreement.
- E. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon, and the Agreement contained in this Contract were arrived at after the free exercise of such rights and opportunities. The terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties.
- F. This Agreement shall supersede any rules, regulations or practices of the School 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 teachers contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the School Board.
- G. If the Board of Education elects to engage in negotiating during the school day with the Association, teachers involved shall be released from regular duties without loss of salary.

ARTICLE 2 - AGENCY SHOP AND PAYROLL DEDUCTION

- A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477 and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall

have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

- C. The following procedure in all cases of non-payment of the service fee shall be as follows:
 - 1) The Association shall notify the bargaining unit member of the noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filled with the Board in the event compliance is not affected.
 - 2) If the bargaining unit member fails to remit the service fee or authorize deduction of same, the Association may request the Board make such deduction pursuant to paragraph F. above.
 - 3) The board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with the opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
 - 4) Payroll deduction made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member.

- D. Due to certain requirements established in recent court decisions, the Association represents that the amount of the service fee charged to non-members, along with other information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

- E. The Board agrees that the Administration will check off dues hereunder from each covered employee on each pay period and remit same once a month to the designated official of the Association.

- F. The Association agrees to indemnify and save the Board harmless from any form of liability that may arise out of or by reason of the Board's or system's compliance with the provisions of this Article.

- G. All deductions of Association dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.

ARTICLE 3 – DEFINITION OF RESPONSIBILITIES AND RIGHTS

- A. The School Board specifically recognizes the right of its teachers to appropriately invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.

- B. The School Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting, the generality of the foregoing; the management and control of school properties, facilities, grades and course of instruction, athletic and recreational programs, methods of instruction, materials used for instruction and selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel, except where expressly and in specific terms limited by the provisions of this Agreement.
- C. The School 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 shall not direct, instigate, participate in, encourage or support any strike or boycott or picketing by any group against the School Board.
- D. Teachers shall be informed of a telephone number they may call by 6:40 AM to report their unavailability for work. Whenever possible, teachers should give the maximum amount of notice when they become aware that they will not be available to work. Those teachers who fail to call in before 6:40 AM may be docked half a day's pay. Temporary vacancies about which sufficient notice is not given or where emergency conditions make the scheduling of a substitute impractical shall be covered by reassignment of the available staff. (After two administrative requests per teacher within a school year, reassignment will be compensated at the schedule B hourly rate) as equitably as possible. Teachers needing to report ill after 6:40 AM must also notify their building principal or administrator.
- E. When the teacher does not have students under his direct jurisdiction, a teacher may, without loss of pay, but during the school day, discuss a problem concerning working conditions with the Administration.
- F. The Board shall make available in each school, whenever and wherever possible, adequate lunchroom, restroom and lavatory facilities exclusively for staff use and at least one room, reasonably furnished, which shall be reserved for use as a staff lounge. Students shall be excluded from the lounge.
- G. Adequate telephone facilities shall be made available to teachers for their reasonable use.
- H. The teacher shall supervise students who are under their jurisdiction.
- I. No restrictions shall be placed upon the freedom of teachers to use their own time for gainful employment or other activities insofar as it does not interfere with satisfactory performance of their school duties.

- J. The School Board and its Administrative Agents and the Association agree not to discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status or because of membership or activities of the Association which is affiliated with the M.E.A. and N.E.A.
- K. The parties also agree that any teacher proven to be engaged in any subversive activities or associated with any group whose purpose is to undermine or disrupt the established written programs and/or policies of the School Board, the laws or Constitution of the State of Michigan or the United States of America shall be subject to disciplinary action. The action will not be taken up as a grievance unless the C.E.A. believes the teacher is not engaged in these activities or associated with such a group.
- L. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Exempt from above are college references and references from prior employment.

ARTICLE 4 – ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Bulletin boards, mailboxes and other established media of communication shall be made available to the Association and its members before and after school or during their lunch period. All notices must be signed by a representative of the C.E.A. and a copy will be furnished to the building principal. These notices may not contain any personal attacks on any member of the Board of Administration. No association work is to be performed during teaching or conference periods. This does not prohibit the Association representative from discussing grievances with the Administration.
- B. The Association shall have the right to use school buildings but shall make requests through normal channels for room clearance and permission. Permission to use said rooms shall not be unreasonably withheld.
- C. The School Board agrees to furnish to the Association, in response to written requests, information to which it is legally entitled as may be necessary for the Association to process grievances or to prepare for collective bargaining. The Association agrees to pay the school district the cost for the duplication of any such information. The school district shall not perform any research on behalf of the Association.
- D. The School Board agrees to furnish the C.E.A. reasonable information which they are legally entitled to concerning the financial resources of the district. The School Board will not do any research for the Association, and the Association shall pay the reasonable cost incurred by the School Board in furnishing the information.
- E. The Association shall be allocated twenty (20) days per school year. These days are non-accumulating. At least five (5) of the days shall be used for professional development conferences. A minimum of five (5) days advance notice must be presented to the building principal (this requirement may be waived by the Superintendent). An additional ten (10) Association days shall be allocated for use by the Association President. Use of these days shall be determined by mutual

agreement between the Association President and the building Principal. District costs for substitutes hired for Association days and the employees' retirement costs will be paid for by the Association.

- F. The Association will notify the Superintendent as to who shall serve as officers and representatives within thirty (30) days after taking office. Any changes in the above will be made known to the Superintendent one (1) day prior to becoming effective.

ARTICLE 5 - PROFESSIONAL GRIEVANCE PROCEDURE

- A. Definition of a grievance: A grievance shall mean a complaint by a teacher in the bargaining unit regarding a violation, misinterpretation or an inequitable application of a specific provision of this Agreement. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure, provided, however, that nothing contained herein will deprive any teacher of any legal right which he/she presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- B. The term "teacher" may include any individual or group of teachers who are members of the bargaining unit.
- C. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- D. The term "days" when used in this section shall, except where otherwise indicated, mean working school days during the school year and days when the Superintendent's office is open during the summer. The parties may by mutual agreement extend any of the time limits set forth in this Article.
- E. The primary purpose of this procedure is to secure, at the lowest step possible, suitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any step of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration.
- F.
 - 1. **STEP ONE**
A teacher who feels he/she has a grievance shall first take the matter up verbally with the principal or a designated administrative representative within ten (10) working days following the date the teacher became aware of the act or condition which he/she feels is the basis for his/her grievance. The teacher may appear alone or he/she may be accompanied by a C.E.A. representative at the teacher's option.
 - 2. **STEP TWO**
If the matter is not resolved, the teacher shall reduce the grievance to writing, specifying the section or sections of the contract he/she alleges is violated and the events that caused the alleged violation and the remedy sought. The written

grievance will be presented to the principal within fifteen (15) working days following the date the teacher became aware of the act or condition which he/she feels is the basis for his/her grievance. Within five (5) working days of the receipt of the written grievance, the Administration shall attempt to arrange a conference. The teacher may appear alone or he/she may be accompanied by a C.E.A. representative at the teacher's option. The Administrator will make his/her answer known within five (5) working days of the conference. If the administrator fails to answer the grievance within five (5) working days of the conference, it automatically goes to the next step of the procedure. If the grievance is not appealed within five (5) working days from the last answer, the last answer shall be final.

3. STEP THREE

The grievance may be presented to the Superintendent of Schools within the five (5) working days of the Step Two answer. The Superintendent of Schools shall designate at least three (3) persons, who may include himself/herself to represent the administration. The chairperson of the Grievance Committee shall designate at least three (3) persons who may include himself, as an Ad Hoc Committee to represent the Association. Within five (5) working days after receipt of the written grievance by the Superintendent, these two (2) representative groups shall convene a meeting within ten (10) working days to consider the problem and arrive at an equitable solution. If the answer given by the Board does not settle the grievance the Association must within five (5) working days notify the Board in writing that the grievance has been submitted for arbitration.

4. STEP FOUR

If the Association is not satisfied with the disposition of the grievance in Step Three, the parties will mutually agree upon an impartial arbitrator within five (5) working days or else submit the grievance for arbitration to the American Arbitration Association in accordance with its rules and regulations which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed by the other party. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Past practice may be used as evidence, but may not be the sole basis of or the justification for the Arbitrator's decision. Both Parties agree to be bound by the award of the Arbitrator. The fees and expenses of the Arbitrator shall be shared equally by both the Board and the Association. Each party shall pay the expenses it incurs for such Arbitration.

- G. Any party involved may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or another person, provided, however, that any teacher may in no event be represented by an officer, agent or other representative any teachers' organization other than the Association.

The arbitrator shall have no authority to rule on:

1. Layoff/recall assignments or the filling of vacancies.
2. Discipline/discharge.
3. Evaluations.
4. Extra-curricular positions.

5. Where there is alternative state or federal administrative agency.
6. Back pay more than ten (10) days prior to the filing of the grievance.
7. Prohibited subjects of bargaining.

H.

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of the procedures set forth herein. Forms shall be available from the Association representative.
3. The Association agrees that any teacher who has initiated action with the Tenure Commission shall have abandoned the grievance procedure in this Agreement.
4. Only the resolution of one incident may be submitted to an arbitrator at one time. This clause does not prohibit an arbitrator from hearing a class of grievances or ruling on the arbitrate of an issue and then the issue.
5. It is specifically understood that the grievance procedure contained in this Agreement requires the Association advocacy beyond Level I.

ARTICLE 6 – RETIREMENT

- A. If a teacher has completed ten (10) or more years of service in the Carrollton School System, he/she will be paid for one-half (1/2) of all accumulated sick days (not to exceed the number of sick days set forth in Article 12 – COMPENSABLE LEAVES, paragraph B.) at the current daily substitute teacher rate if the teacher terminates his employment through retirement under the provisions of the state retirement act.
- B. Employees intending to retire at the end of the school year are requested to give the District advance notification in writing at the earliest possible date. Employees who notify the district by February 1st of their intent to retire at the end of the school year will receive a one time early notice bonus of six hundred (\$600) dollars.
- C. Employees who notify the District after February 1st but before April 1st of their intent to retire at the end of the school year will receive a one time early notice bonus of three hundred (\$300) dollars.

ARTICLE 7 – VACANCIES & TRANSFERS

- A. Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.

- B. The School Board and this Association reaffirm the School Board's exclusive authority to select and employ new professional personnel in the District and to provide for the filling of vacancies and the granting of promotions. Whenever any vacancy in a teaching position in the district shall occur, including adult education programs which require a certified instructor, the School Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building at least ten (10) days. A possible vacancy caused by the fulfillment of the position will be posted five (5) days.
- C. Any teacher may apply for such vacancy. The seniority of a bargaining unit member who accepts an administrative position will be frozen at their current level. No additional seniority as a CEA unit member will accrue.
- D. Notice of vacancies which occur when school is not in session shall be sent to the President of the Association.
- E. Tentative teaching assignments for the ensuing school year shall be tendered to the teacher prior to the end of the current school year. The tentative assignment shall include at the elementary, the grade level(s); at the 6-12 level, the subject(s) to be taught. Changes in assignments shall only be made after the person has been notified in writing.

ARTICLE 8 – PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take prompt and reasonable steps to assist the teacher with respect to such pupil.
- B. Any case of assault upon a teacher shall be promptly reported to the administration. If any teacher is assaulted or sued in connection with the normal teaching and/or supervision of students assigned to him/her, the Board shall provide legal counsel and render assistance to the teacher in his/her defense, provided said teacher was performing his/her duties in accordance with state and federal rules, laws and regulations and the Board of Education's policies.
- C. Any case of threatened violence upon a teacher shall be, when deemed necessary, reported to the Administration who will advise the teacher of his/her rights and obligations with respect to such threatened assault and render assistance to prevent a recurrence of the episode.
- D. Any complaints, which are justifiable in the opinion of the Administration, directed toward a teacher shall be promptly called to the teacher's attention for clarification. A teacher shall be notified of a complaint from an outside source if that complaint will result in disciplinary action to the teacher.

- E. The Board will establish a fund, not to exceed a total of eighteen hundred (\$1,800) dollars in any school year, for loss or damage or destruction while on duty in the school of personal property of a kind normally worn or brought into the school building, when the teacher has in no way been negligent, to the extent that such loss is not covered by any insurance. The term "personal property" shall not include cash in any form. The terms "loss", "damage" and "destruction" shall not cover the effects of wear, tear and/or use. Teachers who bring personal property into school for classroom use will be reimbursed for damage or loss or destruction only if permission is received in writing from the principal to bring such property into school. The amount of liability accepted by the school must also be indicated in writing, not to exceed the amount mentioned above.
- F. All teachers shall be entitled to have a representative of the Association present during any disciplinary action by any Administrator when the teacher feels such representation is necessary.
- G. The Board agrees to furnish each teacher a copy of the rules, regulations and policies which the teacher is expected to enforce and/or follow. The Board will further agree to provide each teacher a copy of any changes and/or modifications thereto.
- H. All visitors to the classroom are expected to have the approval of the principal. Teachers shall be notified by the principal when visitors are approved. The district shall place signs at all entrances to the school buildings directing visitors to the school office. The administration will not permit visitors to disrupt the learning process. Visitors will not be permitted to film or tape record the class without the approval of the teacher and principal.
- I. The parties recognize the importance of a proper learning environment. To this end the parties agree to jointly work to reduce unauthorized presence in District buildings. The Board will take steps to inform visitors to sign in at building offices, provide suggestions and advice to teachers in dealing with the problem through either staff meetings or professional development time, and work to develop a system of accountability.

The teachers, an important link in this process, will provide hall supervision before and after school and during passing periods.

ARTICLE 9 – SCHEDULES, HOURS AND ASSIGNMENTS

- A.
 - 1. The school calendar shall consist of one hundred eighty (180) new teacher workdays, and one hundred seventy-nine (179) work days for teachers that shall consist of one hundred seventy (170) student session days, and five (5) teacher work days, two (2) of which shall be before the first student day, and one (1) day of orientation for new teachers. Teacher in-service shall be provided within the 179 teacher session days and shall be counted toward student instructional time. The parties agree that we will meet at least the 548 hour requirement for kindergarten and 1,098 hour requirement for all other grades at no additional cost to the District. The District will follow

State guidelines on “act of God” days. Teachers may be required by the Administration to work two (2) evening conference sessions which will be counted toward one of the five workdays mentioned above. Attendance on the teacher workday in January shall be optional provided a teacher has completed all of his/her obligations for the first semester.

2. The planning and conducting of the in-service education of all professional teaching staff will be implemented by the following process:
 - North Central Accreditation Committee will bring ideas to the Community and School Advisory Group.
 - Recommendations are then brought to the Labor Management Committee

Recommendations are then brought to the Board of Education for final approval.

- B. Changes in working hours are subject to change by mutual consent of both parties.
 1. The normal work day for teachers shall not exceed seven (7) hours and forty (40) minutes per day.
 2. Within the 7 hour and 40 minute teaching work day, each teacher (K-12) shall be guaranteed to a thirty (30) minute uninterrupted lunch hour, at least a forty-five (45) minute continuous conference/planning period or a normal class period whichever is greater and at least 35 minutes continuous conference/planning period for reduced days within the student instruction day. Teachers shall report to their assigned station fifteen (15) minutes prior to the beginning of the regular student day and shall remain at the assigned station at least fifteen (15) minutes after the last class of the day. Exception to those regulations shall be only with the permission of the building administrator.
 3. Excluding “early bird classes” and absent split sessions, classes will not start prior to 7:15 AM nor extend beyond 4:15 PM.
- C. All teachers shall be entitled to a duty-free uninterrupted lunch period no less than thirty (30) minutes. The remainder of the lunch period may be assigned duties on a rotating basis.
- D. Teachers shall not be responsible for supervising lunch recess. Teachers may at the teacher’s option take their class on a recess break of not more than twenty (20) minutes per day.
- E.
 1. Recognizing the importance of maintaining a reasonable pupil-teacher ratio, the parties agree that every reasonable effort will be made to maintain a 25-1 ratio in K-5; a 30-1 ratio in 6 -12; and state guidelines in special services; music and physical education classes are excluded from the ratios. In figuring ratios, only classroom teachers in each category (K-5, 6-8, 9-12, and special services) will be used. Every effort will be made to keep the number of pupils per day for a teacher with five (5) teaching periods from exceeding one hundred fifty (150) and a teacher with six (6) teaching periods from exceeding one hundred eighty (180) pupils.
 2. A committee shall be established consisting of two (2) administrative representatives and two (2) teachers. The committee shall meet when class sizes have been determined after the beginning of each marking

period/quarter. Complaints concerning class sizes will be dealt with at that time. This committee shall make every reasonable effort to settle class size questions. Some possible solutions may include, but are not limited to:

- a) Rotating teachers of like qualifications in like stations, i.e. reassigning staff;
- b) Curriculum adjustments;
- c) Involving teachers in scheduling and rescheduling or assigning and reassigning of students;
- d) Distributing or redistributing loads equitably by level, subject, quarter, or semester;
- e) Employing additional professional staff or the employment of aides, at the discretion of the Board. The recommendation of the committee shall be reduced to writing, with the Board and the Association representatives each receiving a copy.

All pupil-teacher ratios will be leveled no later than the 15th day of class of each semester.

- F. Teachers will not be responsible for clerical work in regard to lunch.
- G. Each teacher at the Middle School and Senior High School level will be expected to sponsor either a class or a club or to assist in the operation of two (2) athletic events, plays, concerts, or recreation nights as part of his/her contractual duties.
- H.
 1. The date of regular faculty/school improvement meetings shall be established prior to the start of each semester for faculty/school improvement meetings to be held two (2) times per month. All faculty members will attend said meetings for their entire length unless excused in advance by the Building Administrator or immediate supervisor. Faculty/school improvement meetings shall be held after school or at times agreed to by the faculty of a building and the administrator. The Administration shall endeavor to keep meetings to no more than thirty (30) minutes in duration. In the event ending the meeting within thirty (30) minutes necessitates a continuation on another date, the staff will be given the option of continuing or returning another day. Special meetings may be called at the discretion of the Administrator. An agenda will be published prior to regular faculty/school improvement meetings and may be announced prior to or at special meetings. Teachers wishing to have items placed on the agenda must notify the Administrator prior to the meeting. Meetings will not be unnecessarily prolonged.
 2. A schedule of weekly district activities will be published each Friday.
 3. On the first work day, the Administration shall keep staff meeting(s) time to under three (3) hours.
- I. Those teachers assigned to the Hartley Nature Camp who spend two and one-half (2 ½) days with the students at said camp shall have the equivalent one and one half (1 ½) days of compensatory time. Compensatory time is to be pro-rated at the same ratio if the length of camp differs from two and one half (2 ½) days.
- J. The (2) or three (3) vacation days scheduled in April and/or May, as per negotiated calendar, shall be used to make up school cancellations which exceed those

allowed and defined by the State of Michigan as “Act of God Days”, Required make-up days shall begin with the second scheduled vacation day, then the first scheduled vacation day and the third scheduled vacation day. If it becomes necessary to make up more than the two (2) or three (3) days allotted above, the scheduling of additional days shall be negotiated with the Association prior to May 1st. If no agreement is reached, the days will be added to the end of the year.

- K. Bargaining unit members shall have their schedules altered to accommodate certain meetings. This shall occur in the following priority:
 - 1. Altered schedule on said meeting day not to exceed a normal working day.
 - 2. Compensatory time is mutually agreed upon days as close as possible to the scheduled meeting date.
 - 3. In the event that steps 1 and 2 above cannot be implemented, those individuals shall be given compensation when they are required by the Administration to attend more than fifteen (15) hours of EPPC, IEP and/or IEPC meetings beyond the normal seven (7) hour-forty minute work day in a quarter. The compensation rate shall be the teacher’s per diem rate, prorated by the hour.

- L. Classroom teachers shall be notified at least five (5) days in advance of any I.E.P.C. meeting, provided the Administration is aware of said meeting seven (7) days in advance.

ARTICLE 10 – COMPENSATION

- A. Annual salaries shall be computed from Appendix A attached hereto, which is incorporated in and made part of this Agreement.

- B. Teachers required to drive personal automobiles in the course of their employment or otherwise using their automobile in service to the district shall be reimbursed at the Board adopted rate, using the IRS rate as a guideline. The district shall provide one form on which all personnel shall file for reimbursement.

- C. **PAYROLL PROCEDURES**
 - 1. Payroll checks will be issued bi-weekly to all teachers, except as elsewhere provided.
 - 2. Contractual salaries will be divided by twenty-two (22) to determine the gross bi-weekly amount except those teachers who request a division of twenty-six on appropriate forms furnished by the Administration. Employees may change from twenty-six (26) pays to a lump sum payoff if requested by May 19th. Payment shall be made to employees less withholding tax and any other tax required by federal, state, or local governmental agencies.
 - 3. Teachers shall have the right to have deductions from their pay for city income tax, the credit union and annuities. One company, mutually agreed upon, will handle the distribution of annuity funds.
 - 4. Deduction of membership dues shall be made beginning in September. The Association shall inform the School Board at the beginning of each school year as to the total amount of said dues and the monthly deduction.

5. Any subsequent change initiated in writing by the teacher will be billed to the teacher at the rate of \$1.00 per item change. Any change for which the School Board is legally responsible shall be paid by the School Board.
 6. If a teacher who is absent on account of sickness, leave of absence for any other reason does not have sufficient earnings due him/her for that period, no deduction shall be made. The Association will arrange collection of dues for that period directly with the teacher.
- D. The School Board will provide an insurance policy without cost to the teacher for public liability and accident coverage in an amount of not less than one million (\$1,000,000) dollars for each accident in the course of their work as provided for in the policy, until determined unnecessary by legislative, executive or judicial branches of state or federal government.
 - E. Teachers who are requested to attend workshops, seminars, conferences, or district study committees requested by the administration or similar events suggested by the teacher and approved by the Superintendent or designee during regularly scheduled vacation periods will be paid according to the Schedule B hourly rate for "Approval Conferences during vacation periods".
 - F. If a teacher shall teach more than the normal teaching load as set forth in Article 10 SCHEDULES, HOURS AND ASSIGNMENTS, he/she shall receive additional compensation at the rate of eight (8%) percent of his/her yearly salary per full semester, four (4%) percent of yearly salary per full quarter. (Partial quarter's work, as described in this Article, will not be compensated.) Teachers who teach "block schedules" shall be paid eight percent (8%) if they teach an overload for both the "A" and "B" schedules. Teachers teaching only the "A" or the "B" schedule shall be paid four percent (4%) overload.
 - G. In the event the Board closes the schools and lays off all its employees, it is understood that there is no obligation to pay the balance of the salary listed above, salaries being pro-rated based on the time worked, but all fringe benefits will continue to the end of the semester.
 - H. Student-teacher fees given to the school district by universities or colleges which are intended to go to the teacher will be given to the teacher.
 - I. In the event the Board of Education shall consider a Department Head Program, the compensation, if any will be bargained with the Association.

ARTICLE 11 – COMPENSABLE LEAVES OF ABSENCE

- A. In the event that an employee is disabled through an injury or illness covered by Worker's Compensation, the employee must use his or her sick days, and the teacher's sick days shall be reduced proportionately so as to provide one hundred (100%) percent pay in coordination with Worker's Compensation Insurance. The employee may elect to reserve ten (10) sick days to be used upon return to work.

- B. All teachers shall receive sick leave credit at the rate of twelve (12) days per school year and the full allowance for each year shall be credited at the beginning of each year. Unused sick leave shall be cumulative to one hundred thirty-five (135) days. In the event a teacher is absent 4 or more consecutive days or an established pattern of absenteeism has developed, a conference shall be held with the teacher and, at the teacher's option, an Association representative. If the results of the conference are satisfactory, no further action will be taken at that time. If the Administration is dissatisfied with the result of the conference, the teacher will be notified in writing that for the duration of the school year or if the pattern overlaps school years (specific time stated), all future sick days must be supported with a doctor's statement.
1. Any bargaining unit member who has not reached the 135 sick day maximum and has used only three (3) or less days of personal or sick leave will receive \$50.00 for each remaining day not to exceed \$300.00. Any unit member who utilizes more than three (3) days and has not reached the 135 maximum will not be eligible for the \$50.00 per day pay out. All teachers will have their remaining days accumulate toward the 135.
 2. Teachers who have reached the 135 day maximum will receive \$50.00 for each unused sick day beyond 135 that was not used in a particular year. This payment cannot exceed \$400.00.
- C. Any teacher who does not complete his contract year will have his/her cumulative sick leave tabulated in proportion to the unexpired school calendar. Excessive sick days that have been used will be deducted at this current contract rate.
- D. Any teacher whose personal illness extends beyond the period compensated shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to one (1) year. Extensions may be granted at the discretion of the Board of Education. Upon return from leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if available. In order to return from leave, a written notice shall be given thirty (30) days in advance of return. The granting of such leave shall not interrupt seniority for purpose of layoff and recall only.
- E. Leaves of absence with pay, chargeable against the teacher's allowance, shall be granted by the building principal if the following conditions exist:
1. Personal illness, accident or injury, the teacher may use all or any portion of his or her accumulated sick days to recover from his or her own illness, accident or injury. (Intentional and/or voluntary disabilities are excluded).
 2. Illness in the immediate family (define immediate family as the teacher, spouse, child, mother and father, and also included is anyone else living in the same household as the teacher), three (3) days per illness; additional time may be granted by the building principal.
 3. Three (3) days when emergency family illness requires the teacher to make arrangements for necessary medical or nursing care. The immediate family is defined as spouse, child, father, mother, brother, sister, grandparents, grandchildren of employee or spouse. Additional time may be granted by the building principal.
 4. Death in the immediate family, the teacher may take a maximum of three (3) days per death. Additional time may be granted by the building principal.

The immediate family shall be defined as spouse, child, father, mother, brother, sister, grandparents, grandchildren of employee or spouse.

5. Attendance at a ceremony awarding a degree to the staff member providing the institution requires attendance.
 6. Teachers may request one (1) day of their sick leave allowance for personal business which cannot normally be handled outside school hours, such as, but not limited to, medical, dental, legal, banking appointments, college graduations or funerals. Application for such absence must be made in writing stating the reasons for such absence and the request is subject to approval of the Principal. The request must be made three (3) days in advance of the date requested except in the case of emergency. Personal leave will not be granted the day immediately preceding or the day immediately following a holiday vacation period or the first or last day of the school year. In case of extreme hardships, exceptions may be made by the Building Principal.
 - a.) Teachers requesting time provided under the provision, above shall receive a prompt response within no more than twenty-four (24) hours following receipt of the request by the building principal.
 7. Upon three (3) days advance notice, teachers may request four (4) personal days to be deducted from their sick leave for any reason. If, for any reason, 15% of the regular teachers in grades K-5 or 6-8 or 9-12 are absent, this clause cannot be invoked for that particular group. This section will be subject to the grievance procedure if the personal day is denied.
 - a.) Teachers requesting time provided under the paragraph above shall receive a prompt response within no more than twenty-four (24) hours following receipt of the request by the building principal, provided, however, time requested before and after holidays, vacations, breaks, the first and last days of school is excluded and shall only be responded to after attempts are made to locate sufficient substitutes.
 8. To the extent that absence from work is compensated by Worker's Compensation, a teacher absent from work because of communicable diseases such as SARS, meningitis, mumps, scarlet fever, measles or chickenpox shall not be charged with sick leave, if the disease causing such absence is shown to be present in the school at the time contracted by said teacher. To the extent that any absence not compensable by Worker's Compensation, sick leave may be used.
- F. Leaves of absence with pay, not chargeable against the teacher's allowance, shall be granted by the building principal for the following reasons:
1. An employee who serves on jury duty shall be paid the full amount he/she would have earned for each day in which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work up to a limit of sixty (60) days in any one school year, provided the employee turns over to the employer the amount received for jury duty on the days when the employee would have otherwise been undertaking regular assigned work in the district.
 2. Approved visitation at other schools or for attending educational conferences, including association educational conferences, which have been approved in advance by the teacher's principal. If the Board approves a conference but does not elect to reimburse any portion of said

conference, a teacher may be permitted to go to the conference at his/her expense and the Board will not deduct the day or charge the teacher for the substitute.

3. Time necessary to take the selective service physical examination, not to exceed two (2) days. There may be exceptions to this.

ARTICLE 12 - NON-COMPENSABLE LEAVES OF ABSENCE

- A. Leaves of absence for tenure teachers, with increment but without pay, shall be granted upon application by April 15th for the following purposes: (the Superintendent may grant a later application.)

1. Study related to the teacher's certificate/licensed field of study or to meet eligibility requirements for a certificate/endorsement/license other than that held by the teacher.
2. Study, research of special teaching assignment involving probable advantage to the school system.
3. Full-time participation in the Peace Corps, up to a maximum of two (2) years.
4. Sabbatical leaves will be granted for a period of one (1) year. Total shall not exceed five (5%) percent of the staff per any one year.

All requests listed above must be made in writing on the form provided by the administration with all necessary information included. Requests listed above are subject to the approval of the Superintendent of Schools. The granting of such leave shall not interrupt seniority for purposes of layoff and recall only.

- B. Leaves of absence without pay or increment shall be granted upon application for the reasons stated below, and the teacher shall be returned to the same or similar position, if a vacancy exists. Application to return from one of the leaves mentioned below shall be filed with the Superintendent's office no later than March 15th preceding the September in which the teacher wishes to return, and no later than November 1st, if he/she wishes to return at the beginning of the second semester. The granting of such leave shall not interrupt seniority for purposes of layoff and recall only.

1. A leave of absence for up to twelve (12) months without pay shall be granted to any teacher for the purpose of child care. Said leave shall commence upon the request of the teacher or his/her doctor. The leave request must specify the intended date of return. Reinstatement shall be to the teacher's former position or a similar position. The leave may be extended at the discretion of the Board of Education. In the event of a miscarriage or death of the object child of the leave of absence, the leave may be terminated upon the request of the teacher within thirty (30) days advanced notice. The granting of such leave shall not interrupt seniority for the purposes of layoff and recall only.
2. Officers of the Teachers' Association or those appointed to its staff, shall upon proper application and/or ninety (90) days notice, be given leave for the period of one (1) contract year for the purpose of performing duties for the Association.
3. Elected officials to a public office shall be granted leave by semester to serve in that public office, limited for no longer than two (2) years after the leave is granted. This applies only to tenured teachers.

4. Because of mental or physical illness, it may sometimes be necessary for the Board to place a teacher on involuntary sick leave. In such cases, the Board may, at its own expense, require a teacher to submit to a mental or physical examination by an appropriate specialist or specialists to determine whether involuntary sick leave is warranted. To assist the Board in determining whether a teacher should be required to submit to such an examination, a committee consisting of the Superintendent, the principal of the building concerned and the President of the C.E.A. This Committee will be convened in closed session at the call of the Superintendent, shall consider the reasons for or against requiring a mental or physical exam of the teacher concerned and shall report back to the Board its findings in executive session. Any teacher whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one (1) year. Further extensions may be granted at the will of the Board. Upon return from the leave, a teacher may be assigned to the same or similar position providing a vacancy exists.
5. A voluntary general purpose leave may be granted for a period of up to one (1) year upon application by the teacher and approval of the Board of Education. Seniority shall continue to be credited; however, increment credit shall not be granted. A teacher returning from a general purpose leave shall be returned to the same or similar position (in line with seniority at the expiration of the leave). Upon the teacher's or Board's request and their mutual agreement, the leave may be extended yearly, thereafter, for up to a total of five (5) years. This applies only to tenured teachers.
6. A voluntary part-time leave may be granted for a period of one (1) year upon application by the teacher and approval of the Board of Education. Application for this part-time leave shall be made no later than April 15 to the Superintendent. While the teacher is employed on a part-time basis full seniority and increment shall be granted. The teacher shall receive pro-rated compensation and benefits as stated in Article 18 – FRINGE BENEFITS, (A) (last sentence) for a "less than full time employee". Upon return from the part time leave the teacher shall be returned to the same or similar position. Upon the teacher's request to the Board and their mutual agreement, the part-time leave may be extended yearly thereafter for up to a total of five (5) years. Notification of return to full time or requests for an extension of the part-time leave shall be made no later than March 15 to the Superintendent.

ARTICLE 13 – PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves, work on advanced degrees or special studies and participation in community education projects.
- B. At the request of the Association or on the School Board's initiative, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain

people of the highest qualifications to participate in the presentation of such program. All teachers desiring to attend shall be allowed to do so.

ARTICLE 14 – LAYOFF AND RECALL

A. LAYOFFS:

1. Definitions:
 - a. Certified: A teacher holding a State of Michigan recognized valid teaching certificate or certification accepted or approved by the Michigan Department of Education. A teacher will be considered certified for only those areas listed on his/her teaching certificate or certification accepted or approved by the Michigan Department of Education and any additional areas a college or university verifies as of November 10th or March 10th of each year.
 - b. Seniority List: A list of bargaining unit members (active and laid off) based on length of teaching service in this district and including the following information:
 - 1) Majors\Minors\Endorsements
 - 2) Degrees\Certification
 - 3) Hire Date
 - 4) Tenure\Probation
 - 5) Status (teaching, layoff, leaves)
 - c. The Association will be given a copy of the master class schedule each year.
 - d. Beginning with the 2008-09 school year, seniority shall be based upon the first day of work minus any leave time during which seniority did not accumulate.
2. Procedure:

In the event of a layoff, the following procedures shall be followed:

 - a. A district-wide seniority list of bargaining unit member shall be established and agreed upon between the parties within thirty (30) days of the signing of this contract. The date which controls length of service shall be the first day of work commencing a period of continuous employment, including authorized leaves, to the date of such reduction. The Association will be notified of any subsequent change in the seniority list as soon as they become known.
 - d. Lottery: When two or more teachers have the same seniority, their position on the seniority list shall be determined by drawing lots. Association and Board representatives shall conduct the lottery and the results shall be written down and signed. Teacher involved shall be provided with an opportunity to be present.
 - c. Thirty (30) days' notice shall be given prior to discontinuance of service whenever possible.
 - d. Teachers laid off shall not have their length of service broken and shall accumulate seniority. Sick leave shall be frozen for use upon return.
3. Miscellaneous Conditions:
 - a. Copies of the list of "layoff" and "recall" correspondence will be sent to the president of the C.E.A.

- b. An employee who fails to report for work upon notice of recall from layoff shall have his/her seniority terminated. Notice of recall shall be sent by registered letter to the employee's last known address. It shall be the responsibility of the individual teacher to keep the Board informed as to his/her correct address. Any employee who fails to report upon receipt of recall notice shall be recorded as an involuntary quit except that if the employee is teaching in another school system, the employee must report as soon as he/she completes or is released from his/her contract or if the employee is sick or pregnant, they will be placed on leave until they are able to return. Seniority shall also be terminated in the event of resignation, quit, or discharge.
- c. If the procedure results in any part-time positions, the teachers so affected will receive proportionate salary and fringe benefits and will accrue seniority at the same rate as full-time teachers.

ARTICLE 15– MISCELLANEOUS PROVISIONS

- A. Copies of the Agreement shall be printed at the expense of the School Board and presented to all teachers now employed or hereafter employed by the School Board.
- B. No contract shall be submitted to a teacher for his/her signature until the contract has been signed by the School Board or its representative.
- C. A joint Labor and Management Committee shall be established. A maximum of six (6) representatives for each party shall be allowed unless the parties mutually agree to have additional representatives at the meetings. The committee shall meet once a month during the school year. The committee shall meet to discuss any problems not presently the subject of any grievances.
- D. The parties will confer from time to time for the purpose of improving the selection and use of educational tools, and the Board will undertake to implement all joint decisions made by its representatives and the Association. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- E. If any portion of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.
- F. If an emergency financial manager is appointed by the state under PA 4 of 2011, 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 Employment Relations Act (PERA).

ARTICLE 16 – FRINGE BENEFITS

- A. The School Board agrees to pay for MESSA PAK insurance for each member of the Association. MESSA PAK A (for employees electing health insurance) includes health (Choices II including \$5,000 Basic Term life, \$10/\$20 Rx Co-Pay, \$100/\$200 Deductible) Long-Term Disability (66 2/3 %), \$5,000 maximum, 90 Calendar Days-Straight Wait, Pre-Existing Condition Waiver, Freeze on Offsets, Maternity Coverage, Alcohol/Drug, Mental/Nervous, Waiver of Health Premium; Negotiated Life (\$45,000 AD & D); Vision (VSP-3 Plus); Dental (80/80/80/80: \$2,500 (Class I,II, and III) \$2,000 (Class IV)).
- B. MESSA PAK Plan B (for employees not electing health insurance) includes: Long-Term Disability (Same as Plan A); Negotiated Life (\$50,000 AD &D); Vision (VSP-3 Plus); Dental (Same as Plan A) and cash in lieu of premiums paid pursuant to a valid IRS Section 125 Cafeteria Plan on the following scale:

1-7 participants	\$1,000
8-10 participants	\$2,500
11-13 participants	\$4,000
14 and above participants	\$5,000

In the event a member leaves employment prior to completing the school year, their cash in lieu payment may be prorated.

- C. Employees working at least half time but less than full time will be eligible for their choice of one of the following options:
 - a. Health Insurance
 - b. MESSA Plan B – without the cash in lieu
 - c. Cash in lieu of premiums
- D. The district shall contribute 80% of the medical insurance premium and the employee the remaining 20%.

Employees shall contribute 20% of the insurance premium for Plan B.

The employees' contribution shall be subject to payroll deduction.

ARTICLE 17 – PROCEDURE FOR APPEAL OF STUDENT GRADE

- A. The superintendent, a board member, assistant superintendent, principal, assistant principal, guidance director, administrator, teacher or any other person shall not be permitted to change a grade given to a pupil by a teacher unless the grade change is made in compliance with the following procedure.
- B. DEFINITIONS – As used in this procedure, the following terms shall be defined as specified below.
 - 1. GRADE – The letter or numeric evaluation given a pupil by a teacher on any written or oral tasks or the composite letter or numeric evaluation given a pupil by a teacher for a grading period.

2. STUDENT – A pupil enrolled in the school district who is eighteen (18) years of age or older or the parent(s) or legal guardian of a student who is under the age of eighteen (18) years.
 3. SUPERINTENDENT – The Superintendent of Schools for the school district or the person designated by the Superintendent to act on his or her behalf.
 4. REVIEW PANEL – A panel composed of two (2) administrators appointed by the superintendent and two (2) teachers appointed by the Carrollton Education Association (C.E.A.) prior to September 15 of each school year. The two (2) teacher members serving on a grade appeal panel shall be from the building within which the dispute arose, i.e. elementary, middle or high school. Therefore, the Association shall name two (2) teachers and an alternate from each building to serve on the grade appeal panel if needed. If the teacher member of the panel is the teacher whose grade is being appealed, the alternate will then serve on the panel.
- C. A student seeking a grade change shall submit to the principal within ten (10) school days after receipt of notice of the grade a written request for grade change stating the reasons for the proposed grade change.
1. Within five (5) school days of receipt of the request, the principal shall submit the request to the teacher and meet with the teacher to review the request.
 2. Within five (5) school days of the meeting, the teacher shall submit to the principal a written response to the request, unless the teacher concurs in writing with the grade change.
 3. The principal shall within five (5) school days of receipt of the teacher's response notify the student that the teacher has concurred and that the grade has been changed or provide the students with a copy of the teacher's response and inform the student that in order to seek further review the student must submit to the principal a written request for review by the review panel within ten (10) school days.
- D. Within ten (10) days of receipt of request for review by the review panel, the principal shall notify the teachers, the student and the review panel of the time, date and place of the review panel meeting, which meeting shall occur not less than seven (7) nor more than thirty (30) days after receipt of the request for review.
- E. The review panel shall meet at the time, date and place designated by the principal.
- F. At the review panel meeting:
1. The teacher shall state the reason for the grade, provide a copy of any written procedure pursuant to which the grade was determined and state the educational rationale for the grade.
 2. The student shall state the reasons for the request for the change. Such written information as may be deemed appropriate by the chair person will be accepted for review by the review panel.
 3. The student, the teacher and their advocates, if any, shall be excused.
 4. The review panel shall determine whether the grade as issued conforms to district policy and determine by majority vote whether or not to change the grade.
- G. The review panel shall reduce its decision to writing stating a brief summary of the reasons for its decision.

- H. The decision shall be communicated, in writing, to the teacher and the student as soon as practical.
- I. After the review panel renders a decision, an appeal may be made to the superintendent by either part no later than ten (10) school days after receipt of the notice of decision of the panel.
- J. The Superintendent shall review the decision upon any appeal in a timely manner. This review may include another hearing, a re-examination of documents, or any other procedure to insure a fair appeal. Should the Superintendent's decision be unsatisfactory to either party, an appeal to the Board of Education can be made within thirty (30) days after receipt of the Superintendent's decision.
- K. The Board of Education shall set a time, date and place to meet to hear the objections to the grade change. The teacher and student may be present at this meeting.
- L. The Board shall rule on the appeal at an open meeting of the Board of Education but it shall not identify the student or teacher by name and it shall comply with the requirement of the Family Rights and Privacy Act of 1974, as amended, with regard to the confidentiality of student records.
- M. The Board shall direct the Superintendent to furnish written notification to the teacher and the student of its decision which decision shall be final and binding on the teacher and the student.

ARTICLE 18 – DURATION

This Agreement shall be effective as of _____, 2012, and shall continue until _____, 2014.

This Agreement is the complete agreement between the parties and replaces in every respect any other agreement between the parties.

CARROLLTON
BOARD OF EDUCATION

CARROLLTON
EDUCATION ASSOCIATION

President

President

Secretary

Member of Bargaining Committee

Superintendent

Date: _____

Date: _____

**APPENDIX "A"
K-12 TEACHERS ONLY**

SALARY SCHEDULE 2012-2013					
STEP	BA	BA+20	MA	MA+15	EDS
1.0	34,842	35,626	38,327	38,950	40,118
2.0	36,306	37,109	39,939	40,585	41,804
3.0	37,831	38,667	41,617	42,662	43,559
4.0	39,420	40,292	43,362	44,068	45,388
5.0	41,076	41,986	45,186	45,916	47,293
6.0	42,802	43,746	47,081	47,845	49,282
7	44,599	45,586	49,059	49,857	51,350
8	46,470	47,498	51,119	51,948	53,506
9	48,423	49,494	53,267	54,130	55,755
10	50,456	51,572	55,504	56,405	58,097
11	52,575	53,740	57,835	58,775	60,536
12	54,784	55,997	60,264	61,243	63,079
13	57,086	58,349	62,795	63,815	65,401
14	59,481	60,799	65,432	66,494	68,490
15	62,282	63,662	68,516	69,628	71,715
16-19 103% of 15	64,150	65,572	70,571	71,715	73,867
20-24 106% OF 15	66,021	67,482	72,627	73,805	76,017
25 & Up 109% OF 15	67,888	69,393	74,682	75,893	78,169

For the 2012-2013 school year only, Employees on steps in 2011-2012 will receive 1.5 steps from the 2010-2011 school year step. Employees will also be paid lane and longevity increases as earned.

Employees, as of June 1, 2013, not eligible for step or longevity increases, shall be paid \$1,400 in a lump sum off schedule payment in June, 2013.

Any step or longevity increase shall be prospective as of November 12, 2012.

For the 2012-2013 school year:

1. Step, longevity and lane change increases;
2. For employees not eligible for such increases:

- a. if the Fall, 2013 student headcount is 1,640 or more (K-12), Employees will be paid \$1,400 off schedule in a lump sum.
- b. if the Fall, 2013 student headcount is less than 1,640 (K-12), Employees will be paid \$700 off schedule in a lump sum.

Such amounts will be paid to those employed as of June 1, 2014 and will be paid in June, 2014.

APPENDIX “B”

Schedule B appointments shall be continuing unless the appointee to the position resigns or is removed for failure to adequately complete the assignment. People conducting Appendix B activities must have a signed contract rider on file in the Superintendent’s office before beginning the activity. It is understood that the following amounts will be paid only if the activity is conducted primarily after normal school hours. The amounts specified for each activity shall not apply to students should students be used to conduct specific functions listed in Schedule B. The percentage of pay for the positions on Appendix B varies according to the hired individual’s experience in that activity. Teachers with zero experience to less than two (2) years experience will get the percent indicated of step 1 of the Bachelor’s scale. Employees with two (2) years experience but less than four (4) will get the percent indicated of Step 3 of the Bachelor’s scale. Employees with four (4) years experience but less than six (6) will get the percent indicated of Step 5 of the Bachelor’s scale. Employees with six (6) or more years experience will get the percent indicated of Step 7 of the Bachelor’s scale.

POSITION	PERCENT
Athletic Director	15.0 For after school duties
Varsity Wrestling	13.5
JV Wrestling	8.0
MS Wrestling	5.0
Head Football	13.5
Assistant Football	8.0
Head JV Football	7.5
Assistant JV Football	6.5
Freshman Football	6.5
Freshman Assistant Football	5.5
Eighth Grade Football	6.0
Assistant Eighth Grade Football	5.0
Seventh Grade Football	5.0
Assistant Seventh Grade Football	5.0
Head Basketball	13.5
JV Basketball	8.0
Freshman Basketball	7.0
Assistant Freshmen Basketball	5.0
Eighth Grade Basketball	6.0
Seventh Grade Basketball	5.0
Co-Ed Head Track	12.0
Co-Ed Assistant Track	7.0
Boys or Girls Head Track	9.5
Middle School Track	6.0
Assistant Middle School Track	4.0
Cross Country	6.0
Golf	6.0
Head Baseball	9.5
JV Baseball	6.5
Middle School Baseball	5.0
Soccer Coach	8.0
High School Softball (Girls)	9.5
JV Softball	6.5
Middle School Softball (Girls)	5.0
Head Volleyball (Girls)	13.5
JV Volleyball (Girls)	8.0
Freshman Volleyball	7.0
Middle School Volleyball	5.0
Head Cheerleading - High School	7.0 For the year
Assistant H.S. & M.S. Cheerleading	6.0 For the year
Debate	4.0
Forensics	3.0
Newspaper	3.0

Yearbook	
With a class	3.0
Without a class	5.0
Drama (per production)	
With a class	2.0
Without a class	3.0
Musical (per production)	
With a class	3.0
Without a class	4.0
Spanish Dance	
With a class	3.0
Without a class	6.0
Technical Director for each production	
Music	\$300.00
Set	\$300.00
Costumes	\$300.00
Choreography	\$300.00
Lighting	\$300.00
Sound	\$300.00
Middle School Yearbook	\$200.00
Middle School Student Advisor	4.0 If assigned to teacher
Senior Class Advisor	4.0
Junior Class Advisor	4.0
Sophomore Class Advisor	4.0
Freshman Class Advisor	4.0
Student Senate (if assigned to a teacher)	4.0
Academic Track Coordinator	4.0
Academic Track Coach (per responsibility)	\$100.00
Career Fair Coordinator	\$300.00
Spelling Bee Coordinator	3.0%
Science Olympiad Coordinator	3.0%
National Honor Society	\$300.00
High School Choir	6.0%
Middle School Choir	4.0%
Current Band Director-HS Band	13.5%
Current Band Director-MS Band	8.0%
(New hire will revert to HS Band 10% and MS Band 6%)	

The assignment of class advisor will only be with the teachers consent.

All Appendix "B" percentages of the Bachelors scale for extra-curricular positions shall remain as printed in the 2001-2002 contract. Positions paid hourly rate shall be increased the same percentages as Appendix "A" Salary Schedules.

Hourly Rates	
Sumr. School	24.18
Driv. Training	24.18
Adult Ed.	24.18
Tutor-Certified	24.18
Approved Conf. During Vacation Periods	24.18

Carrollton teachers shall be given first priority for the above hourly position.

CARROLLTON EDUCATION ASSOCIATION

LETTER OF UNDERSTANDING

Creation of a Sick Leave Bank

The parties hereby agree to create a Sick Leave Bank for use by the signatory parties. Teachers, administrators, the Superintendent, Director of Finance, Facilities Manager, Food Service Director, Athletic Director, Administrative Assistant to the Superintendent, Accounting and Benefits Clerk, Payroll and Payable Specialist and Head Cook will be asked to voluntarily contribute a day to the sick bank.

In order to withdraw a day(s) from the bank, a member must have contributed at least one (1) day within the last two (2) school years.

When a member of the above listed positions medical circumstances cause them to use up all of the accumulated sick leave and at least an additional five (5) consecutive scheduled work days, they may apply in writing to the Superintendent to use days from the sick bank. The granted days shall be used for the five (5) days needed after the accumulated sick leave has been exhausted to qualify for the bank. A maximum of fifteen (15) days will be allowed per member per year. If a member qualifies and the days exist within the bank, the use of the bank may not be denied. A confidential record of days donated and days used will be maintained and copies made available to the Presidents of the Carrollton Education Association and the Administrator's Association of Carrollton.

When the number of accumulated days in the bank drop below twelve (12), the Superintendent shall notify the Presidents of the CEA, AAC, and the holders of the listed individual positions so that a request for additional days may be made.

This Letter of Understanding and the Sick Leave Bank are not subject to the grievance procedure.

Signed:

Dated: _____

Carrollton Education Association

Administrator's Association of Carrollton

Superintendent

Director of Finance

Facilities Manager

Food Services Director

Administrative Assistant -/Superintendent

Athletic Director

Head Cook

Accounting and Benefits Clerk

Payroll Specialist

Payable Specialist

MEMORANDUM OF UNDERSTANDING

**BETWEEN THE
CARROLLTON EDUCATION ASSOCIATION
AND THE
CARROLLTON BOARD OF EDUCATION**

The McKinney Homeless Grant is a program sponsored through the Carrollton Adult Education Program for the homeless students in Saginaw and surrounding area. Carrollton Public Schools is the fiscal agent for the program. The tutors, both certified and non-certified, are not members of the Carrollton Education Association. Appendix B, Hourly Rates will be as listed below:

Tutors, Certified	\$16.92
Tutors, Non-certified	\$13.90

This will allow the McKinney Homeless Grant to be able to comply with their budget that was sent to the Department of Education.

For the Association:

President

Date

For the District:

Dr. Craig Douglas,
Superintendent

Date