

**Professional Negotiations Agreement**

**Between**

**Caro Board of Education**

**and**

**Caro Education Association**



**July 1, 2011 thru June 30, 2013**

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**PROFESSIONAL NEGOTIATIONS AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION  
AND  
THE CARO EDUCATION ASSOCIATION/MEA/NEA, INC.**

This Agreement is entered into this first day of July, 2011 by and between the Board of Education of Caro Community Schools, of Caro, Michigan, hereinafter called the "Board" and the Caro Education Association/MEA/NEA, Inc. of Caro, Michigan, hereinafter called the "Association".

The Board and Association recognize and declare that providing a quality education for the children of Caro Community Schools is their mutual aim and the character of such education is greatly influenced by the quality and morale of the teaching staff.

The Board recognizes that the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards.

The Association recognizes that the Board has the final responsibility for establishing policies for the district.

It is the intent and purpose of this Agreement to assure mutually beneficial working and economic relationships between the parties hereto, and to provide an orderly means of resolving any misunderstandings or differences which may arise herein, and to set forth within this document the full agreement between the parties concerning wages, hours, terms and other conditions of employment.

Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by Emergency Manager. (This clause is included in this agreement because it is legally required by state law. The Association did not agree to this provision. In signing this agreement, the union does not agree or acknowledge that this provision is binding on the association. The association reserves all rights to assert that this clause is unenforceable.)

**ARTICLE 1  
RECOGNITION**

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel whether under contract, either verbal or written, on leave, hourly or class rate basis, employed or who become employed during the duration of this agreement by the Board as their primary employer; including personnel on tenure or probation, classroom teachers, adult education teachers, guidance counselors, certificated librarians, school psychologists, consultants, social workers, speech and hearing therapists, teachers of home-bound or hospitalized, other special education personnel, nurses and substitute teachers serving in the same position for one hundred and fifty (150) days or longer.
- B. The term "teacher" when used in the Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined; reference to male teachers shall include female teachers.
- C. Excluded from the Association are: All full or part-time supervisory, executive or administrative personnel; business manager; athletic director if assigned evaluator, hiring and firing responsibilities or other supervisory duties within the meaning of PERA; Title I director, curriculum coordinator; adult and special education directors, aides, para-professionals and others employed in positions not requiring teaching certification; noon period supervisors and/or noon period personnel that are not members of the bargaining unit; substitute teachers; office and clerical personnel; bus drivers and bus mechanics and other transportation personnel; custodial, maintenance and operation personnel.
- D. The Board agrees not to negotiate with or recognize any teachers' organization other than Caro Education Association/MEA/NEA, Inc. for the duration of this Agreement.

**ARTICLE 2**

## TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every eligible teacher of the District shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the United States or the Constitutions of Michigan and the United States: that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective negotiations with the Board or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teachers or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such teacher.
- C. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights they may have under the Michigan General School Laws, Tenure Act, or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. The Board agrees that it will in no way discriminate against or between teachers because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or place of residence.
- E. All communications obtained by a teacher in confidence during the course of their professional duties which if disclosed to other persons might result in substantial and irreparable harm to the student involved need not, except with the consent of said teachers, be disclosed to anyone, including but not limited to any school administrator, parent or guardian, unless said disclosure is required by law. In addition, the refusal to reveal such information shall not be considered cause for discipline or dismissal, nor may any reference to such a refusal become part of any personnel record unless such refusal is made in bad faith by the teacher.
- F. The teachers agree to abide by Board of Education policies - unless otherwise provided in this agreement. Board of Education policies shall be submitted to teachers in writing.
- G. A teacher shall have the right to review the contents of all records of the district pertaining to said teacher, excluding pre-employment reference materials and to have a representative of the Association present with them, but in any instance only in the presence of the custodian of said records. Other examination of a teacher's file(s) shall be limited to supervisory personnel and advocates of the Board who hold client privilege. Each file shall contain a record indicating who has reviewed it and the date reviewed. The foregoing shall exclude secretarial or clerical search for information.
- H. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The teacher may submit a written notation regarding any material including complaints and the same shall be attached to the file copy of the material in question. If the teacher believes the material to be placed in their file is inappropriate or in error, the teacher may request the material be corrected or expunged from their file, whichever is appropriate. A teacher may invoke the grievance procedure if said teacher is grieved by the ultimate action taken. When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate their awareness of the material, but shall not be interpreted to mean agreement with the content of the material.
- I. During the period of a teacher's employment and thereafter, they shall have and retain all property and copyright interests in and to any book, lesson plans, article, publication, motion picture, filmstrip, recording, musical composition, curricular outline, teaching materials, or other creative or copyright work, written, composed, created or devised by such teacher.

- J. The Board specifically recognizes the rights of the teachers appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the grievance procedure provisions of this Agreement, and the Board and Association agree to be bound by any lawful order or award thereof.
- K. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association, either on or off school premises.
- L. Prior to 6:00 PM, the Association and its members may use school building facilities without cost on school days for meetings. The principal of the building in question will be notified twenty-four (24) hours in advance of the time and place for all such meetings and he will designate the room or rooms to be used. All requests for building use after 6:00 PM and on weekends for meetings of the Association member shall conform to Board policies and such use shall be without cost to the Association. Association meetings shall not be held during regularly scheduled school hours.
- M. The Board agrees to furnish to the Association without cost, one (1) copy of any information pertinent to collective bargaining and contract maintenance. The information required must be specified in writing. Original records are to be examined only at the office of the Superintendent. When information is requested for contract maintenance, time limits in the grievance procedure shall be held in abeyance until such information is provided or it is determined by proper authority that the information need not be provided.

### **ARTICLE 3 BOARD RIGHTS**

The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitutions of the State of Michigan and the United States: provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement which are not violative of said laws and constitutions; including but not limited to the following:

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during said employees' working hours;
- B. To hire all teachers, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their suspensions, dismissals or demotions and to promote and transfer all such employees;
- C. 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;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the duties and responsibilities of teachers;
- F. To determine program reductions, elimination of staff positions and any other action required to balance the school district budget.

### **ARTICLE 4 SENIORITY, LAYOFF AND RECALL**

- A. The word "Layoff" shall mean a necessary reduction in the work force due to decreased student enrollment, elimination of program or shortage of revenue. The Board shall make a reasonable attempt to avoid unnecessary reduction in the work force during the school year. In the event layoffs are imminent, the Association shall be notified prior to public action, but subsequent to notification to the individual teachers affected.
- B. The Board and the Association shall agree on a seniority list no later than thirty (30) days following the ratification of this agreement. In the event a seniority list cannot be agreed to, the Board shall establish the list, which may be subject to the grievance procedure. Every October 30 and April 30 thereafter, a seniority

list shall be prepared by the Board. All teachers shall be ranked on the list in the order of their last date of hire in the district as a teacher. Adjustments to seniority ranking as provided for in other Articles of this Agreement shall be made semi-annually on October 30 and April 30.

C. Definition of Seniority:

1. One (1) year seniority shall be defined as the number of teacher days in the negotiated calendar. Persons working less than full time shall acquire seniority on a pro-rata basis - six (6) hours being equal to one work day.
2. In no case shall a teacher acquire more than one year seniority in a 12 month period from July 1 to June 30 of the following year.
3. No extra-curricular duties will qualify for seniority.
4. Full-time teachers forced to take a part-time position shall continue to accrue full seniority as if they were full time until they refuse or fail to respond to a written offer of a full-time position.

D. Where computation of seniority credits find two or more teachers with the same last date of hire in the Caro Community School system, the following criteria shall be applied in the order listed to establish an individual seniority credit ranking:

1. Total prior semesters/trimesters of certificated service in the Caro Community Schools. If still tied;
2. Total years previous classroom teaching experience. If still tied;
3. Total semester hours academic credit acquired post B.A. or B.S.. If still tied;
4. Total prior number of days as a substitute teacher in Caro Community Schools (documentation must be provided). If still tied;
5. Total prior years experience as an Adult Education Teacher in the Caro Community Schools. This experience shall not accumulate in addition to regular classroom experience during an academic year, but will constitute experience in the Caro Community Schools when the Teacher was not also employed as a regular classroom teacher. If still tied;
6. Lottery.

E. The seniority list shall be posted conspicuously in all buildings of the district by November 15 and May 15 of each school year. Revisions and updates of the seniority list shall also be posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.

F. All seniority is lost when employment is severed by resignation, retirement or discharge for cause; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.

G. Teachers who shall be transferred to supervision or administration and shall later return to teacher status, shall be credited only with their accrued seniority prior to transfer and shall not accrue seniority credit while an administrator or supervisor. Any administrator hired from the teachers seniority list after July 1, 1992 shall be able to return to teacher status only when there is an available position for which they are certified and deemed highly qualified as defined by the State.

H. Seniority shall continue to accumulate when teachers are on military leave. Seniority shall not accrue during sabbatical, study, parental, health or Association leave in excess of six weeks; however, teachers on such leave shall retain seniority and all rights and benefits held prior to commencement and including the first six (6) weeks of the leave.

I. The following procedures will be followed when teachers are laid off:

1. A teacher will not be laid off during a semester/trimester except to allow for the return of another more senior teacher from leave.

2. Teachers shall receive at least fifteen (15) calendar days notice prior to their effective date of layoff unless it can be reasonably determined prior to that time that a teacher will be laid off. In that event, the earliest possible notice of layoff will be given to the teacher.
  3. Probationary teachers shall be laid off first, unless there is no tenured teacher certified and deemed highly qualified as defined by the State to perform the duties of the position.
  4. Then, beginning with the most senior teacher on the seniority list, each teacher shall be placed in an assignment in the following order of priority:
    - a. Current assignment; if not available, then
    - b. Another grade or assignment in any building for which they are certified and deemed highly qualified as defined by the State provided that only the least senior teacher in an area of certification shall be displaced. If a choice of building, grade or department is possible because more than one teacher is displaced, the teacher's choice shall be honored.
    - c. If no position is available in any grade/department for which the teacher is certified and deemed highly qualified as defined by the State, in any building, the teacher will then be laid off.
    - d. This Section I, 4, shall be subordinate to Article 13 transfers.
  5. Involuntary transfers shall be made to insure retention of the most senior teachers.
  6. In the event of the elimination of a classroom, the least senior teacher on the district seniority list involved in that grade level will be transferred.
- J. Laid off teachers shall be recalled to the first vacancy for which they are certified/licensed and deemed highly qualified as defined by the State in reverse order of layoff, provided the Board knows the vacancy shall be of at least sixty (60) teacher days in duration. All laid off teachers shall be recalled immediately upon the resolution of any circumstance which may have precipitated the reduction in staff. A request by a person on staff for a voluntary transfer to a vacancy may be granted provided that such a transfer does not exclude the last laid off teacher from recall.
- K. Laid off teachers shall be considered laid off until they are reinstated in the District. Refusal of an offer from the Board to take a position comparable in compensation to the one from which they were laid off and for which the laid off teacher is certified/licensed and deemed highly qualified as defined by the State, or failure to respond within fourteen (14) calendar days of receipt of a written offer from the Board, shall be cause for termination.
- L. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
- M. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein which accrued prior to layoff. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.
- N. Laid off teachers shall, upon application, be granted priority status on the District substitute teacher list.
- O. Insurance protection provided in this agreement shall be available to a teacher laid off under this Article according to terms specified in COBRA. The teachers must pay the monthly group rate premiums in advance of the due date to the Central Office. The terms of coverage will be as determined by the carrier. Teachers laid off at the end of a school year shall be entitled to a full insurance protection through the following September 30th. Teachers laid off at the end of the first semester/trimester of a school year shall be entitled to full insurance protection through the following March 31st.
- P. Changes in a laid off teacher's post graduate hours after the school year following layoff shall not permit the teacher to be advanced on the seniority list until recalled.



- Q. Additions to a laid off teacher's certification following a layoff shall allow the laid off teacher to bump a less senior teacher. Such bumping shall occur only at the beginning of the following school year. Teachers who intend to re-qualify under this provision shall notify the Association and the Board of that intent prior to the end of the school year. Proof of enrollment and/or course completion shall be furnished to the Board six (6) weeks prior to the opening of the fall term.

**ARTICLE 5**  
**PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- A. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) calendar days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a Service Fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event 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, MSA 17.277 (7) and at the request of the Association deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. Such moneys shall be remitted to the Association or its designee no later than twenty (20) calendar days following deduction.

The 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 non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
  2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph A above.
  3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an 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 deductions 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 so affected.
- 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-Administrative Procedures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association 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 thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- C. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required 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 the payment or non-payment of the representation fee by non-members shall be activated thirty (30) calendar days following the Association's notification to non-members of the fee for that given school year.
- D. The Association will certify at least annually to the District, fifteen (15) calendar days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) calendar days prior to the date of the first payroll deduction for service fees, the amount of said professional fees and the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. Further the Association agrees to timely notify the District in the event a Court order is entered restraining the Association from implementing its policy regarding objections to political-ideological expenditures. If as a result of notice that such an order has been entered, the District intends to suspend involuntary wage deductions under this Article, it shall give timely notice to the Association.



- E. The deduction of membership dues and agency fees shall be as nearly as possible an equal amount to be deducted from twenty (20) consecutive pays beginning the first pay in September. The Board agrees to promptly remit to the Association all monies so deducted accompanied by a list of teachers from whom the deductions have been made. Provided, it shall be the responsibility of the Association to annually update the roster of individuals for whom membership or agency fee deductions are to be made, not later than two (2) weeks prior to the second payroll date in September. Changes in the roster due to staff employed after the opening of the school year shall be forwarded to the Board within thirty (30) days of date of hire or return.
- F. The Board shall also make payroll deductions upon written authorization from teachers for annuities, credit union, charitable donations, or any other plans or programs jointly approved by the Association and the Board. (moved from Article 6)
- G. The Association shall indemnify and save the Caro Community Schools, its Board of Education, individual Board members, and employees harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with the Association security/agency shop provision of this Article. The Association shall, when any of the aforementioned is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association's security/agency shop provisions under this Article.
- H. The Caro Board of Education is authorized to make deductions from a teacher's payroll check if an overpayment is made. The teacher will be notified in advance and the amount of the deduction will be equal to the amount per check of the overpayment. The deductions will be made for the same number of pays over which the overpayments were made. In the event that a teacher's employment is to cease prior to the recouping of 100% of the overpayment, the superintendent may adjust the repayment schedule to insure reimbursement. Deviations from this language may occur with mutual agreement of the superintendent and the teacher involved.

**ARTICLE 6  
COMPENSATION**

- A. The salaries of the teachers covered by this Agreement are set forth in Schedule A-1, 2, 3, which is incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Salaries shall be paid in 26 installments, with the first payment to take place on the Friday of the second week of work, see Schedule A-1, 2, 3, and continuing every other Friday thereafter until the 26th installment shall have been paid.
- C. The salary schedule is based upon the teaching day, load and year as described in Articles 6 and 7 of this Agreement. Whenever a teacher is requested to serve in a replacement, relief, or special duty capacity, such extra time (hourly basis) shall be noted by the Supervising Principal. Prior to the last pay in June, an accounting of all such extra service time shall be made. All such time served in excess of three (3) hours shall be paid at an hourly rate equal to the extra class rate as explained in Schedule A2, divided by the number of scheduled days of instruction. Principals will avoid all such special duty whenever possible. Teachers may elect to relieve another teacher for special occasions without a time accounting whenever such an arrangement is mutually agreed upon by the teachers involved and the principal or some other designated person.
- D. When a teacher's absences from work are not covered by the applicable sections of Article 14 or Article 15, deductions from said teacher's salary shall be made according to the following formula:
  - Step #1: Total contracted wage divided by the actual number of teacher work days equals average daily rate.
  - Step #2: Average daily rate multiplied by the number of days absent equals total deduction to be made.

Sample: Contracted salary - \$18,500.; Number of teacher days - 185; Daily rate - \$18,500. divided by 185 equals \$100.00; Number of days absent: 4; Deduction: 4 x \$100.00 equals \$400.00.

- E. Individual teacher contracts shall be made subject to the terms and conditions of the Master Agreement. Teachers hired for 150 work days or more in the same position will be issued individual contracts which will be subject to the Master Agreement.
- F. Teachers shall be given up to a maximum of three (3) years credit on the salary schedule for outside teaching experience in any school district in the State of Michigan or any other teaching experience in a school district accredited by a recognized accrediting agency. Teachers who have fractions of experience equaling one-half or over will be placed on the next higher step.
- G. Increments become effective at the beginning of the fall semester/trimester and advancement under the salary schedule shall be automatic as of the beginning of each semester/trimester following completion of required academic or professional courses. Extra hours and degrees must be established ten (10) calendar days prior to the beginning of the following semester/trimester. (If adjustment has not been made for courses taken, adjustment will be made when grades or proof of work have been submitted.)
- H. Teachers working less than full time shall be entitled to a proportional share of fringe benefits if a proportional share is available through, and provided by, the negotiated insurance carrier.
- I. If a teacher's schedule shall necessitate driving his car from one school building to another, he will be reimbursed at the rate established by Board policy.
- J. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal will not be penalized in loss of pay, leave days or other benefits for absence due to such service, provided a statement from the court certifying the days of service is filed with the Board. The individual will remit to the Board the amount of compensation received for such duty from the court.
- K. Teachers teaching only part of a year or part of each day in a year shall be paid pro-rata on the salary schedule in direct proportion to the ratio of time served compared to the total school time in that year.
- L. Paychecks will be placed in teachers' mailboxes by 3:15 PM of each scheduled payday.

## **ARTICLE 7 DUTY ASSIGNMENTS**

- A. The starting time and dismissal time for students shall be as follows:
  - 1. Grades K-12 between 7:30 AM and 4:15 PM.
  - 2. The above times shall be waived if financing or enrollment problems require split sessions or time changes.
- B. Hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester/trimester, but shall in no event be longer than the foregoing.
- C. A full time teaching day shall consist of a total of 7 1/4 continuous hours of total time. The Board may deviate from the continuous hours language by mutual agreement with the teacher. Such time will include instruction, preparation and lunch time per each scheduled school day. The 7 1/4 hours of total time shall be scheduled by the supervisory principal between the hours of 7:30 AM and 4:15 PM. Teachers are to be in their assigned area five (5) minutes before the morning classes begin, during their class period, and remain five (5) minutes after their afternoon classes. Teachers recognize that they are to be in their rooms and are responsible for them for the time specified in the contract. During assemblies or special activities, teachers are to remain with their assigned group. However, emergencies or requests may constitute an exception and the Principal or Superintendent may grant exceptions upon requests.
- D. The teachers' work year will not exceed the number of scheduled work days as determined in the negotiated calendar. Scheduled work days shall include: those days when students are in attendance; orientation days at the beginning of the school year for all teachers, conference and curriculum days, record days which may occur at mid-year, and/or the close of the school year, and any other days on which

teacher's attendance is required. In no case shall the scheduled instruction days be less than 180, regardless of school starting or ending dates previously established. The Board of Education shall be entitled to reschedule days lost in the event school is closed for the lack of sufficient instructional staff which would not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation.

- E. Teachers may only be required to remain after the end of the regular work day without additional compensation for up to one (1) hour no more than twice a month, to attend meetings called by the school Principal or Superintendent. Teachers may be required to attend up to four (4) evening meetings per year. Attendance at all other evening meetings will be at the option of the individual teacher. However, emergency meetings may be called by the Program Directors, Building Principals or Superintendent whenever the need arises. All teachers are expected to attend staff meetings under the provisions of this section unless expressly excused by the administrator in charge.
- F. Teachers will have a duty-free lunch period of the following lengths:
  - 1. Elementary teachers will have a duty-free lunch period daily of forty-five (45) minutes.
  - 2. Secondary and Middle School teachers will have, in addition to their thirty (30) minute lunch period, a preparation period equal to one class period daily.
  - 3. Teachers with instructional responsibilities in both elementary and secondary programs shall receive a minimum of forty-five (45) minutes preparation time and a lunch period of not less than thirty (30) minutes daily.
  - 4. Special teachers in elementary grades (Art, Music, Physical Education) who have:
    - a. responsibilities in both elementary and secondary programs will receive a minimum of forty-five (45) minutes preparation time and a lunch period of not less than thirty (30) minutes daily.
    - b. responsibilities in only elementary program but travel from room to room will receive a minimum of forty-five (45) minutes preparation time and a lunch period of one (1) hour daily.
    - c. responsibilities in only elementary program and are not required to travel from room to room will receive a minimum of thirty (30) minutes preparation time and a lunch period of one (1) hour daily.
  - 5.
    - a. Elementary teachers will have an average of 42 minutes of duty-free time per day.
    - b. Duty-free time provided in paragraph a above may be implemented through the use of music, art, physical education, or other special subjects, or it may be provided through extending recess time beyond the 15 minutes required in Section G of this Article. It is further recognized that how the time is provided may vary between buildings at the option of the administration upon consulting the building staff.
- G. Elementary teachers will have a duty-free recess period as follows:

K-5th grade - 15 minutes AM - 15 minutes PM daily  
One teacher shall be on stand-by duty within the building for emergencies.
- H. Inasmuch as pupils are entitled to be taught by teachers who are working within their area of competence, assignments shall be within these areas of teacher competence, the teacher's certificate or their major or minor fields of study.
- I. Secondary teachers whose students change classes each period will not be required to teach more than two (2) subject areas. Whenever possible, teaching preparation will not exceed more than three (3) preparations if he or she so desires.
- J. Middle School teachers whose students change classes each period will not be required to teach more than three (3) subject areas. Whenever possible, teaching preparation will not exceed more than three (3) preparations if he or she so desires.

- K. Teacher work days shall include all days students are in attendance and other days that teachers are required to be in attendance by the Caro Board of Education. The following terms and conditions shall apply to all "Act of God" days:
1. When schools are closed to students due to "Acts of God", teachers will receive their regular pay for days which are canceled; make up any required days and work on the required rescheduled days with no additional compensation. The parties shall reschedule any days lost if it is necessary to receive full state aid, or in the event school is closed for reasons which do not allow such days to be counted as days of student instruction. Provided, however, the following procedures shall apply:
    - a. The parties agree to meet in an effort to mutually agree on when any make-up days would occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Schedule A-4. When it becomes necessary to add make-up days on the end of the calendar, any such days shall take the place of and include scheduled teacher work days in June.
    - b. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
    - c. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills, if a replacement is available, the teacher may:
      - 1.) Use his or her personal leave
      - 2.) Use his or her sick leave, or
      - 3.) Apply for unpaid leave time

If the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school in the summer, the teacher will provide proof of enrollment and starting date of classes.

Should there be a denial of leave because of non-availability of a substitute, the burden of proof shall be on the Board.

- d. Should the provisions of the State Law, the Department of Education and/or the State Board of Education rules and regulations be rescinded or modified, to provide that the state aide will not be reduced in the event Act of God days are not made up, Article 7 (K) shall be considered null and void and the following procedure shall be followed:

Teachers shall not be required to report for work when school is officially canceled for students due to Acts of God. After five (5) such days, the Board may, at its discretion, schedule any subsequent Act of God days to be made up at the end of the scheduled school year. Any such make-up days shall take the place of and include scheduled teacher work days in June. Teachers shall be expected to complete normal year end work duties. Any decision to make up days in June shall be made at the first Board meeting in April. Failure to schedule make-up days at said meeting shall prohibit the scheduling of make-up days at the end of the school year. If the minimum number of students required by the State for an attendance day are not in attendance on the first make-up day, the remaining scheduled make-up days shall be canceled.

2. If a teacher elects a leave day for personal business, no charge against that teacher's leave accumulation will be made if school is called on that day, due to an "Act of God".
3. Absence on days scheduled as regular work days without students in attendance shall be charged against the teacher's accumulated leave unless the Superintendent or his appointed representatives have specifically notified the staff through WKYO, WIDL, TV Channel 5 or any personal contact by phone or in person, that they need not report.
4. No deduction shall be made from accumulated leave or salary for teachers who are ill on "Act of God" days.

5. Teachers on unpaid leave shall not receive credit for Act of God days occurring during said leave as a regular work day. In the event a teacher losing credit under this paragraph works the make-up days as provided hereinafter, said teacher shall receive full credit and compensation for all days worked.
6. Teachers who are absent on days when school is in session, shall be charged for leave time as follows, when school closes prior to the regular closing time:
  - a. 1/2 day leave time shall be charged for all portions of missed time to and including 1/2 of a regular school day unless, however, teachers are asked to remain.
  - b. a full day of leave time shall be charged if school is in session any amount over 1/2 day.
7. When school is dismissed prior to regular closing time due to Acts of God, teachers shall remain 15 minutes after student dismissal. Such fractional days and hours shall be counted toward the state requirements for instructional days and hours. Teachers may be requested to remain an additional period of time if, in the opinion of the administrator, their presence is necessary for the safety and control of students.
8. In the event that an Act of God day(s) occurs in January and results in the interruption of the High School exam schedule, the schedule shall be advanced one day for each day missed with the student half day, teacher half record day coming the day after the end of the scheduled exams.

#### **ARTICLE 8 BUILDING CURRICULUM COUNCIL**

- A. Membership of the Building Curriculum Council shall consist of:
  1. Subject area chairpersons or grade level representatives selected by teachers on each subject area committee in Schall, McComb, and Middle School.
  2. Department heads selected by the High School Administrator.
  3. A special education representative will be selected to serve on the building Curriculum Council.
  4. Building Administrators.
- B. Officers: The chairperson shall be the administrator of each building.
- C. Time of Meetings: There shall be one meeting in the month of September; further meetings shall be established by the council.
- D. Function: Identify needs relative to curriculum, discipline, testing and textbook adoption and make such recommendations to the system wide Curriculum Council. Send one subject area chairperson or department head, whose subject is under study by the system wide Curriculum Committee, to that committee as a representative of each building.
- E. Duties: Department heads and key teachers shall exercise the coordination of programs and materials and shall serve as instructional liaison between the members of the department or grade level and the school administration. Such department head or key teacher shall not be considered an executive or supervisory employee.
- F. Any key teacher, subject area chairperson, grade level representative, or department head may be granted one-half (1/2) day per month release time provided a mutual time can be agreed upon with their immediate building administrator.

#### **ARTICLE 9 DISTRICT CURRICULUM COUNCIL**

- A. Membership of District Curriculum Council shall consist of:
  1. Subject Area Chairpersons and/or Grade Level Representatives from Middle and Elementary Buildings.
  2. Department Heads selected by the High School Administrator.
  3. Building Administrators.
  4. Parent Representatives.
  5. Board Members, ex-officio.
  6. Superintendent, ex-officio.
- B. Officers: -The members of the Curriculum Council shall elect the Chairperson.
- C. Time of Meetings: There shall be one meeting in the month of September, further meetings shall be as established by the council.
- D. Function: Identify needs relative to curriculum, discipline, testing, and textbook adoption and submit such recommendations to the Superintendent and the Board of Education.
- E. Areas of study shall include, but not be limited to:
  1. Curriculum
  2. Textbook changes
  3. Student discipline policy
  4. Testing
  5. Professional development
- F. Duties: Department heads and key teachers shall exercise the coordination of programs and materials and shall serve as instructional liaison between the members of the department or grade level and the school administration. Such department head or key teacher shall not be considered an executive or supervisory employee.
- G. Any key teacher, subject area chairperson, grade level representative, or department head may be granted one-half (1/2) day per month release time provided a mutual time can be agreed upon with their immediate building administrator
- H. Records: Curriculum council shall keep minutes of meetings. Said minutes shall be submitted to the Superintendent and the Board.
- I. General: Committees shall exist for the duration of the study of a particular curriculum.
- J. Limitations: Said recommendations shall be in an advisory capacity only.
- K. The clerical expenses of the Curriculum Council shall be borne by the Board.

**ARTICLE 10  
DISTRICT TECHNOLOGY COMMITTEE**

- A District Wide Technology Committee shall be formed to review and update the District's Technology Plan.
- A. The committee shall be comprised of one teacher from each building elected by the building staff, the district's technology coordinator, the district's AVC technician, the building principals and secretaries, parents and community members as appointed by the superintendent. The superintendent or his /her designee shall serve on the committee as an ex officio member.
  - B. The chairperson shall be elected by the members of the technology committee.
  - C. There shall be one meeting in the month of September, further meetings shall be established by the committee. The district technology coordinator may also call meetings as needed.
  - D. The committee shall be charged with the following duties:
    1. Updating and reviewing the District's Technology Plan as needed or required by the State Department of Education.



2. Investigate district wide needs for computers and other electronic educational and record keeping systems.
3. Field test programs for the district
4. Make recommendations for the addition of new programs, equipment and Internet usage not previously recommended by the District Curriculum Council.
5. Help design and provide input into computer/software training throughout the district.
6. Recommend acceptable use policies for the use of internet/electronic mail in the district as required by the Technology Plan.

E. Limitations: Said recommendations shall be in an advisory capacity only.

**ARTICLE 11  
CLASS SIZE**

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board agrees that it will make every reasonable attempt to stay within the maximum class sizes set forth below:

1. Elementary
  - Developmental Kindergarten ..... 20 pupils
  - Transitional ..... 20 pupils
  - Early Childhood ..... 15 pupils
  - Kindergarten and 1st grade ..... 25 pupils
  - 2nd through 5th grades..... 28 pupils
  - Special Education class limits are determined by State Law.

Whenever a special education classroom exceeds the limits specified below, a children's educational aide will be assigned to that classroom, if requested by the classroom teacher, for the duration of the enrollment for Grades K-4 and for duration of the overload for Grades 5-8. Upon a teacher's request for an aide, the principal will submit three (3) names for the teacher to consider and the teacher shall recommend one:

Grades K-4            10 pupils  
Grades 5-8            12 pupils

Any other classroom entitled to an educational aide shall use the above procedure for selecting the aide.

2. Middle School
  - 6th Grade ..... 28 pupils
  - 7th and 8th Grade:
    - English ..... 28 pupils
    - Social Studies ..... 28 pupils
    - General Education ..... 28 pupils
    - Mathematics..... 28 pupils
    - Science ..... 28 pupils
    - Reading..... 28 pupils
    - Languages ..... 28 pupils
    - Exploratory..... 28 pupils
    - Music (Vocal) ..... 50 pupils
    - Physical Education/Health/Pool..... 40 pupils
    - Study Hall..... 100 pupils
3. Secondary
  - English Composition ..... 25 pupils
  - English ..... 28 pupils
  - Social Studies ..... 28 pupils
  - General Education ..... 28 pupils
  - Mathematics..... 28 pupils
  - Science ..... 28 pupils
  - Language ..... 28 pupils
  - Business ..... 28 pupils
  - Computers ..... 29 pupils
  - Industrial Arts ..... 25 pupils

Vocational Shops.....	25 pupils
Drafting .....	25 pupils
Agriculture.....	25 pupils
Homemaking.....	25 pupils
Art .....	25 pupils
Music (instrumental 6-12) .....	225 pupils daily
Music (Vocal) .....	50 pupils
Physical Education/Health/Pool.....	40 pupils
Study Hall.....	100 pupils

- B. No teacher shall be disciplined, directly or indirectly, by the Board, its administrators or representatives in any way due to the teacher having filed a complaint as defined in Part 1 R 340.1701(g) of the Revised Administrative Rules for Special Education effective July 1, 1987, participating in the investigation and/or resolution of such complaint as provided in Part 8 of said Special Education Rules: filing a report with the intermediate school district pursuant to Part 8 of the Revised Administrative Rules for Special Education effective July 1, 1987, 340.1851 or; referring a person whom the teacher has reasonable cause to believe is handicapped to the superintendent or his designee for evaluation pursuant to Rule 340.1702 of the Revised Administrative Rules for Special Education effective July 1, 1987; provided the administration of Caro Community Schools shall have received written notice of the intended action of the teacher prior to any actions referred to herein, which are in writing, being taken.
- C. In order to ensure the best educational programs for all the children in the District (both the regular classroom child and the Special Education child), the following guidelines shall be adhered to:
1. Integration will not take place in a classroom that has two or more grade levels combined (e.g.. a 2nd-3rd grade split).
  2. Both the sending and receiving regular classroom teacher and the special education teacher shall be involved in the I.E.P.C. or I.E.P. meetings whenever a change in the student's status is necessary.
  3. Each building shall have a copy of P.A. 451 and Revised Administrative Rules for Special Education effective July 1, 1987, the Tuscola ISD plan for delivery of Special Education Programs and Services and any Special Education Rules, Regulations and/or Guidelines available to the teachers.
  4. When a special education student is to be placed in a regular classroom a face to face conference between the general education teacher and the Special Education teacher shall occur in order to inform the general education teacher in regard to student information.
  5. Whenever an emergency conference is necessary between the regular classroom teacher and the Special Education teacher, someone will cover for the teachers involved.
  6. Any teacher who feels that a student program needs to be reevaluated has the right to request an additional I.E.P.C. meeting for the purpose of changing the plan.
- D. In the event that the class size limits in Section A are exceeded, a teacher in Grades Kindergarten through Twelfth shall be compensated for the overload on a basis of average daily enrollment each semester/trimester at a rate of four dollars per day per student in excess of the limit. SAMPLE: Total daily class enrollment (including special needs students) (2700) divided by the number of instruction days in semester/trimester (90) equals the average daily enrollment (30) less the maximum class limits as stated in the Master Contract Article 10, Section A (28) equals the number exceeding the maximum (2) times the rate (\$4.00) per day times the number of days of instruction (90) equals the stipend (\$720.00). Sixth grade example: Daily average enrollment in grades six through twelve shall be defined by the number of students in each section of students divided by the number of sections per day assigned to the teacher.
- E. The maximum in Grades seven (7) through twelve (12) shall not be exceeded by more than ten (10) percent provided space, personnel and finances are available.

**ARTICLE 12  
TEACHING CONDITIONS**

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, computers and appropriate software, audio visual equipment, art supplies, athletic equipment, music equipment and materials, current periodicals, standard texts and questionnaires and similar materials are the tools of the teaching profession. Administrators and teachers will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained within available funds as determined by the Board of Education.
- B. Teachers may drive a regularly scheduled bus run, but such bus runs will not be a part of their regularly assigned duties.
- C. The Board shall make available in each school, a lounge and/or work study room for the teachers. When practical and possible, lavatory facilities for teacher use shall also be made available; such lounge or work room, shall, however, be available to all employees or volunteers of Caro Community Schools.
- D. Telephone facilities shall be made available to teachers for appropriate school use and personal emergencies. Personal long distance calls are to be minimized. If it is necessary to make a personal long distance call, it is the responsibility of the caller to pay for the call. The district shall implement and maintain a system for recording school related long distance calls.
- E. Cafeteria facilities will be available to teachers during the regular student lunch periods. All teachers are required to pay the regular rates established for adult personnel.
- F. Adequate parking facilities shall be made available to teachers.
- G. The teachers recognize that their responsibility to their students and profession requires that they perform duties beyond their regular classroom assignment. This includes supervision of extra-curricular activities and student functions and may require time beyond the normal work day. Any decisions made hereunder shall be made jointly by the Board and the Association.
- H. The Association agrees that there are certain quasi-clerical tasks which teachers shall be expected to perform. Examples of such tasks are: collecting of monies, distributing milk, inventorying of books, typing tests, duplicating educational materials, operating audio-visual equipment and supervising students outside the classroom. Every effort shall be made by the Board to minimize these tasks. Standardized tests will be machine scored at school expense, except by written mutual consent of the teacher or teachers involved, the Administration and the Association.
- I. Excluded from these responsibilities will be the administering of medical services unless the services are necessitated by emergency or involve consideration of that student's unique needs as determined by an Individual Education Planning Committee (IEPC).

### **ARTICLE 13 VACANCIES AND PROMOTIONS**

- A. For the purpose of this article, a vacancy shall be defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future or a newly created position. A position shall include teacher, Schedule A-2 positions, administrator and supervisor.
- B. During the school year, notices of all vacancies and newly created positions shall be prominently posted on the school's website, in Teacher Study Centers and Principals' offices, in each school or department, for not less than ten (10) calendar days prior to the closing date for filing applications as soon as the vacancy or new position is determined to exist. Vacancies will also be sent to teachers electronically through the school's e-mail system. No position shall be filled except in case of emergency and on a temporary basis until such vacancy shall have been posted for at least ten (10) calendar days. The time for posting vacancies shall be shortened from ten (10) calendar days to five (5) calendar days for the months of August and September only. Notices of vacancies and newly created positions shall include academic and

experience requirements, personal skills, responsibilities of the position, the date the position is to be open and instructions for filing application. In the event a vacancy occurs during the school year, the Board shall have the right to:

1. post the vacancy and fill it in accordance with this section;
  2. fill the vacancy through the recall of a laid off staff member, or
  3. fill the vacancy and any resulting vacancies pursuant to this section to be effective at the start of the next semester/trimester.
- C. All teachers during summer break will receive notice of administrative, teaching and schedule A-2 vacancies electronically through the school's e-mail system.
- D. Extra-curricular positions are filled on a yearly basis. If a teacher is not to be re-hired for an extra-curricular position, he shall be notified in writing at least ten (10) calendar days in advance of the posting of the vacancy. Any teacher not desiring to continue in an extra-curricular position, shall notify the Board in writing by June 1 of the current year.
- E. A teacher may apply for any open position for which he/she is certified and deemed highly qualified as defined by the State, at any time. Such application should be in writing, addressed to the Superintendent of Schools. Applications must be renewed annually. It shall be the administration's responsibility to describe newly created positions and to discuss the qualifications of vacated positions with candidates. Teachers are encouraged to apply for any position for which they are certified and deemed highly qualified as defined by the State, if qualifications and abilities are equal in the opinion of the administration, preference will be given to teachers currently in the school system and those with the longest service in the system.
- F. In filling vacancies to administrative positions, the Board shall consider the professional qualifications, background, attainments and service in the school district of all applicants. The parties recognize that, while the Board will continue to adhere to its practice of promotions from within its own teaching staff, the filling of vacancies of a promotional or administrative nature is a prerogative of the Board and the decision of the Board will be final.
- G. Any teacher not desiring to continue in a teaching position, shall notify the Board of Education, in writing, thirty (30) days prior to leaving the position.

#### **ARTICLE 14 TRANSFERS**

- A. Transfers shall be defined as a change in work locations, change in grade level or subject area taught or a change in position. Requests by a teacher for transfer may be made at any time, but shall be renewed annually for consideration. Such requests shall be made in writing to the Superintendent's Office. The application shall set forth the school, grade, subject area, or position sought and the applicant's qualifications. Such requests shall be reviewed twice each year to assure active consideration by the Board. The record of transfer, the transfer request and all evaluative data pertaining thereto, shall be made part of the teacher's personnel file. No teacher shall be discriminated against because a request for transfer has been submitted.
- B. Receipt of all applications and requests referred to in this article shall be acknowledged by the Board within five (5) working days.
- C. The right to assign or transfer a teacher is vested in the Board. The Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher, delineating the reasons for said transfer and, whenever possible, the transfer will be voluntary.
- D. No teacher shall be transferred involuntarily more than once within a three (3) year period except with the consent of the teacher or because of reduction of staff or elimination of program or classroom.
- E. An involuntary transfer shall be defined as a change in work location, a change in grade level or subject area taught or a change in position which was not caused or initiated by the teacher. Teachers involuntarily transferred shall be entitled to the first available opening in the grade level or position from which they were transferred, provided this transfer does not create a split in a position(s). This provision shall not be used to exclude laid off teachers from recall.

**ARTICLE 15**  
**PAID LEAVES OF ABSENCE**

- A. At the beginning of each school year, each teacher will be granted twelve (12) leave days. The unused portion shall accumulate from year to year without limitation. Teachers employed during the summer in teaching positions will accumulate one (1) day's leave time for each four (4) weeks worked.

Teachers beginning their first year in the Caro Community Schools will be granted four (4) leave days at the beginning of that first year. For the remainder of that first year, those new teachers will accumulate leave days at a rate of one (1) day per month until a total of twelve (12) days has been earned for the school year.

- B. Leave days may be used by a teacher for the following reasons and subject to the following conditions:
1. a. Personal Illness or Disability - The teacher may use all or any portion of their leave to recover from their illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.  
b. A teacher may use all or any portion of their accumulated leave time for the illness of their spouse, child, parent, brother, sister, or parent-in-law.
  2. Up to but not exceeding three (3) days may be used by a teacher for each death in the teacher's immediate family. "Immediate family" is interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, grandparent, grandchild or any other person who has clearly stood in the same relationship with the teacher as any of these. Two (2) additional days shall be provided in cases of the death of a spouse, parent, or child. The number of days for funerals or any additional bereavement days will be determined as each separate case arises at the discretion of the Superintendent. Leave for bereavement beyond three (3) days shall be deducted from accumulated leave time.
  3. Paid leave may be allowed a teacher for in-service meetings or educational opportunities which require absence from the teacher's regular responsibilities.
  4. Four (4) days leave time, with pay, may be used for personal business each year. Personal business days will not be granted under the following conditions:
    - a. If the days requested fall during the first two (2) weeks or the last week of school or the last two (2) days of any marking period. Concerning the last week of school, Article 7, Section K. Subsection 1-c supersedes.
    - b. If the days requested immediately precede or follow the regularly scheduled vacation periods: Easter, Memorial Day, Labor Day, Thanksgiving and Christmas.
- C. Teachers shall give their building principal notice by calling a 673- or 672- number provided them before 7:00 AM, that they are unable to report for work on any given day for illness or emergency. Whenever possible, all other requests for leaves of absence must be requested from the building principal forty-eight (48) hours prior to the time such leave is desired.
- D. Teachers will be given an accounting of the unused portion of accumulated leave time as soon after the end of the fiscal year as possible.
- E. Employees who are present when school is in session, but leave prior to the regular closing time, shall be charged for leave time as follows:
1. One-half (1/2) day leave time shall be charged for all portions of missed time to and including one-half (1/2) of a regularly scheduled teacher work day.
  2. A full day of leave time shall be charged for all portions of missed time that exceed one-half (1/2) day of a regularly scheduled teacher work day.
  3. Exception Paragraph. At the discretion of the supervising principal, a teacher may be excused for a period of time not to exceed forty-five (45) minutes to attend to personal and professional matters that cannot be handled at another time. The intention is not to cover for sickness but to attend to matters of a professional or personal nature that can be handled only in this manner.

- F. At the beginning of each school year, fifteen (15) Association leave days shall be granted, with pay, to be used by members of the Association for those duties deemed appropriate by the Association President. Such days shall not be cumulative and no more than one (1) teacher may use more than five (5) of such days in any one school year. Substitutes for such days will be paid in the following manner: The first seven (7) days used, substitutes will be paid by the Board. For the balance of days used, the substitutes will be paid by the Association.
- G. Superintendent may provide paid leave to any teacher who accompanies or chaperones a school sponsored field trip.

**ARTICLE 16  
UNPAID LEAVES OF ABSENCE**

- A. Any tenured teacher shall be granted an unpaid leave of up to one (1) year duration upon request, provided a replacement is available. Said teacher shall be guaranteed return to a position in accordance with their seniority as determined in Article 4. No teacher shall be entitled to more than one such leave within a five year period, except as provided in Section C and Section J below.
- B. Any teacher granted an unpaid leave pursuant to this article shall notify the Board of their intent to return not less than sixty (60) calendar days prior to the scheduled expiration date of the leave. The failure to notify the Board of intent to return by sixty (60) calendar days prior to the scheduled expiration date of the leave shall conclusively and irrefutably constitute the teacher's loss of seniority with the district.
- C. Additional one (1) year leaves may be granted by the Board upon written yearly request by a teacher. Upon termination of leave, said teacher shall be reinstated to the teaching staff in accordance with Article 4.
- D. Insurance protection provided in this agreement shall be available to a teacher on unpaid leave under this Article if allowed by the rules and regulations of the carrier. The teacher must pay the monthly premiums in advance of the due date to the Central Office. The terms of coverage will be as determined by the carrier.
- E. Seniority shall not accrue when a teacher is on unpaid leave under this article for the period of time the leave is in excess of six (6) weeks. There shall be no loss of seniority rights or other benefits accrued prior to the leave.
- F. No more than two (2) teachers from the Schall School; two (2) teachers from McComb school; two teachers from Middle School; two (2) teachers from the High School and one (1) teacher from Adult Education shall be on unpaid leave of absence under Section A. of this article at any given time. These limits do not include extensions granted to those already on leave or on child care leave.
- G. Tenure teachers who have been elected as President or Secretary of the NEA or MEA, upon proper application to the Board, shall be granted a leave of absence for the purpose of performing duties for the Association for a period of two (2) years with pay, provided the National or State Association agrees to reimburse the local Board for this person's salary and fringe benefits so that he may continue to be on the local payroll. Teachers given leave of absence under this section, shall receive credit toward annual salary increment.
- H. The Board shall grant a leave of absence without pay to any tenure teacher to campaign for, or serve in, a public office. Any teacher taking leave under the provisions of this section shall be entitled to reinstatement in accordance with Section A after the first year and Section C thereafter.
- I. A teacher who is unable to work because of personal illness or disability as certified by a licensed physician, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave shall be renewed each year upon written request by the teacher provided the physician certification is provided. Any teacher on such a leave shall provide the Board not less than twenty-one (21) calendar days of their intent to return.
- J. A leave of absence shall be granted to any teacher for the purpose of child care.
  - 1. A pregnant teacher may commence said child care leave at her option. Anytime after the birth of the child and when she is physically able to adequately perform her teaching responsibilities she may return.



2. In the event of the death of the object child of the leave, the leave of absence may be terminated upon the request of the teacher.
- K. If the unpaid leave of absence granted under this article is to be used as a sabbatical leave, the following shall apply:
1. The teacher must have completed at least seven (7) consecutive years of service in the school system.
  2. In order to provide opportunities for professional development, sabbatical leave may be available to professional staff for formal study or other activities designed for professional improvement. An application for sabbatical leave shall clearly show how the activity shall be of a benefit to the school district, as well as to the individual teacher.
  3. The Board will pay full insurance protection under the current contract during the term of the sabbatical leave.
  4. Should an individual fail to carry out the activities outlined for sabbatical leave, they shall refund to the school district the amount of insurance premiums paid on their behalf.
  5. The teacher will agree to return to employment in the district for one (1) full year in the event of a semester/trimester leave or two (2) full years in the event of a full year's leave. If a teacher fails to return for the required time, he will be liable for repayment to the district of a proportionate amount of the insurance benefit.
  6. On return to the district, the teacher will be placed on the salary schedule at the level he would have achieved if he had not been absent.
- L. A teacher may apply to the Board for an unpaid leave in the event they do not qualify otherwise under this Article.

**ARTICLE 17  
RETIREMENT AND TERMINAL PAY**

Teachers planning to retire will submit to the Board a written notice of intention to retire at least sixty (60) days prior to the date of retirement.

- A. Terminal Pay: Upon retirement of an employee under the provisions of the Michigan Public Schools Employees Retirement System, the Board shall pay the substitute teachers daily rate for each day of accumulated leave time to all employees with ten (10) years of service or more in the Caro system.
- B. Maximum allowable under this article shall be \$6,500.00. In the event of a teacher's death, the terminal pay will be paid to the teacher's beneficiary.

**ARTICLE 18  
INSURANCE PROTECTION**

Beginning with the 2011-12 school year, MESSA Choices II, 20% employee co-pay and \$85 monthly contribution to a Flexible Spending Account.

Beginning with the 2012-13 school year, MESSA Choices II, 20% of the 2011-12 rate employee co-pay and \$85 monthly contribution to a Flexible Spending Account and the Association will pay the first 5% of any increase in the premium cost for MESSA Choices II Plan (same as 2011-12 school year). Any additional costs will be split 50/50 between the District and Association. Any increase in the Foundation Grant will be split 50/50 based on the Association's percent of total payroll. The amount shall be payable in a lump sum payment by the end of the 2012-13 school year.

The Board agrees to pay the premium cost of insurance coverage as set forth below:

- A. All teachers shall make proper application with the Business Office regarding initial coverage and any and all changes in such coverage.
- B. Upon receipt of written application by the District, the Board shall provide to the employee a choice of the following MESSA PAK programs:

<u>Plan A:</u>	
Medical	- MESSA Choices II IN Deductible: \$500/\$1,000

OON Deductible: \$1,000/\$2,000  
OV/UC/ER Copay: \$20/\$25/\$50  
RX Drug Copay: \$10/\$20  
Riders Included: XVA2, AI

- Dental - Dent 80/80/80/80: 1500(1500)  
Class I: 80%  
Class II: 80%  
Class III: 80%  
Class IV: 80%  
Annual Max Class I, II, III: \$1,500, Lifetime Max Class IV: \$1,500  
X-Rays paid under: Class II  
Adult Orthodontics: No  
Sealants: No  
Cleanings: 2 per year
- Vision - VSP 2 Silver – Plan year July to July
- Life - \$45,000 PAK Life with AD&D  
\$5,000 Basic Term Life w/Med
- LTD - Neg LTD 66 2/3% Max. \$4,500  
Replacement %: 66.67  
Maximum Benefit: \$4,500  
Maximum Monthly Salary: \$6,750  
Waiting Period: 90 Calendar Days Modified Fill  
Alcohol/Drug: 2 Year Limitation  
Mental/Nervous: 2 Year Limitation  
Social Security Offset: Primary  
Own Occupation: 3 years Minimum Benefit: 5%  
Survivor Income Benefit: 0 months  
Pre-Existing Conditions: Waived  
Freeze on Offsets: Yes  
Cola: No  
Educational Supplemental Program: No

Plan B:  
Dental

- Dental - Dent 90/90/90/90: 1500/1500:2  
Class I: 90%  
Class II: 90%  
Class III: 90%  
Class IV: 90%  
Annual Max Class I, II, III: \$1,500, Lifetime Max Class IV: \$1,500  
X-Rays paid under: Class II  
Adult Orthodontics: No  
Sealants: No  
Cleanings: 2 per year
- Vision - VSP 3 Gold – Plan year July to July
- Life - \$50,000 with AD & D
- LTD - Neg LTD 66 2/3% Max. \$4,500  
Replacement %: 66.67  
Maximum Benefit: \$4,500  
Maximum Monthly Salary: \$6,750  
Waiting Period: 90 Calendar Days Modified Fill  
Alcohol/Drug: 2 Year Limitation  
Mental/Nervous: 2 Year Limitation

Social Security Offset: Primary  
Own Occupation: 3 years Minimum Benefit: 5%  
Survivor Income Benefit: 0 months  
Pre-Existing Conditions: Waived  
Freeze on Offsets: Yes  
Cola: No  
Educational Supplemental Program: No

Insurance protection shall be for a full twelve (12) month period for the teacher and his/her entire family. The employer shall sign an Employer participation agreement. In addition to MESSA-PAK, the Board will provide without cost to the teacher health coverage for sponsored dependents as defined by MESSA for a full twelve (12) month period.

Teachers not electing MESSA-PAK Plan A will select MESSA-Plan B. Effective the date of the insurance change, teachers choosing Plan B will receive \$100.00 per month toward an annuity of their choice from the board approved list of annuities. In subsequent years, teachers choosing Plan B will receive the \$100.00 per month effective at the conclusion of the open enrollment period. If 24 or more teachers choose Plan B, teachers will receive \$300.00 per month toward an annuity of their choice from the board approved list of annuities. OptionAll by MESSA will be purchased, at Association member expense, to insure that insurance and other benefit programs retain their non-taxable status.

In the event that a bargaining unit member is fully disabled through an injury or illness covered by Worker's Compensation, sick leave shall not be reduced, unless requested by the employee and the Board agrees to pay the premium cost of insurance coverage for the duration of the current insurance enrollment year. At the option of the employee, if the insurance carrier has no objection, he or she may purchase at group rate insurance coverage for the duration of the disability.

## **ARTICLE 19 TEACHER EVALUATION**

- A. Probationary teachers shall be evaluated and observed according to State of Michigan Guidelines and tenure teachers shall be evaluated at least once every three (3) years by their designated administrator. A written report shall be completed and signed by the designated administrator and the teacher. A copy of the report shall be given to the teacher upon request. A teacher may submit his own evaluation if he does not agree with the evaluation. Evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the superintendent regarding his evaluation.
- B. A teacher will have the right to review the contents of all records, excluding initial references, of the district pertaining to said teacher, or originating after initial employment and to have a representative of the Association accompany him/her in such review. The review will be made in the presence of the administrator responsible for the safe-keeping of said records. Material of a disciplinary nature originating after initial employment will not be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that the material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure whereupon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- C. Teacher Evaluation Review Committee: Under the new State Education Reform Law, it is agreed to create a Teacher Evaluation Review Committee. This committee shall be comprised of equal numbers of members, with the Board selecting its representatives and the Caro Education Association selecting its representatives. The Committee shall study the current evaluation system and its effectiveness and make recommendations to administration. The district will retain sole authority to determine the teacher evaluation instrument. All evaluation instruments shall be presented to the teacher by October 1<sup>st</sup> of each year.

## **ARTICLE 20 PROFESSIONAL BEHAVIOR**

- A. Teachers are expected to abide by this master agreement and to comply with the rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being, except in cases where such refusal jeopardizes the health and safety of students.
- B. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage, without just cause. Any discipline that is without just cause, any reprimand or reduction in rank, compensation or advantage, asserted by the Board or representative thereof, shall be subject to the grievance procedure. All information forming the basis for disciplinary action will be made available to the teacher and the Association in writing.
- C. A teacher shall be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The teacher shall be advised of their right to representation. When necessary, the teacher representative will be granted released time for the above purpose.
- D. The Board agrees to follow a policy of progressive discipline which includes verbal warning, written warning, reprimand and suspension with discharge as a final and last resort. To the extent permitted by law, the Board reserves the right to suspend with pay any teacher who within the immediate supervisor's judgment is detrimental to self or others. In such a case, the policy of progressive discipline will be waived pending the Board Hearing.
- E. Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student or any other person that will be used as a basis for disciplinary action will be promptly called to the attention of the teacher.
- F. If discharge of a teacher (including denial of tenure) is to be considered, such action shall be in compliance with the Teacher Tenure Act, as amended.

## **ARTICLE 21 PROTECTION OF TEACHERS**

- A. Any case of alleged assault upon a teacher which had its inception in a school centered problem will be promptly reported to the Board or its designated representative.
  - 1. If the alleged assault was by a pupil, the alleged assault will be promptly investigated by the principal or his designated representative. This person and the superintendent shall impose a suitable punishment upon the assaulting pupil and advise the Board of Education of the incident and the punishment imposed. The teachers recognize that all disciplinary action and methods invoked by them shall be reasonable and just and in accordance with the established Board policy.
  - 2. If the assault is by an adult person who is not a pupil, the principal or an administrative officer of the Board and the teacher will promptly report the incident to the proper law enforcement authorities.
  - 3. In either case, (pupil or non-pupil adult), the Board will render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement, legal and medical authorities.
- B. During the term of this Agreement, the Board will continue in effect, its present insurance liability coverage for teachers.
- C. A teacher may excuse a pupil from their class when the severity of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as their employment obligations will allow, full particulars of the incident in writing, including discipline if any given by the teacher. The pupil shall not be returned to the same class until after consultation by the principal with the teacher.
- D. The Board recognizes its responsibility to give 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, or whenever it appears that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the teacher will notify the administration and appropriate action will be taken.

- E. The Board shall not use a polygraph or lie detector device in any investigation of a teacher.

**ARTICLE 22  
PROFESSIONAL QUALIFICATIONS**

No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university and a provisional, continuing or permanent certificate; provided a satisfactory teacher with the prescribed credentials is available at the time of hiring.

**ARTICLE 23  
NEGOTIATION PROCEDURES**

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

All conditions of employment and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the expressed provisions of this Agreement.

- B. Beginning not later than March 1 of the calendar year in which this Agreement expires, the Caro Education Association and the Board agree to negotiate over a Successor Agreement in accordance with the procedures set forth herein in a good-faith effort to reach Agreement concerning teachers' salaries, school calendar and all other conditions of their employment. Any Agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and the Caro Education Association.
- C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.
- D. If the negotiations described in this Article have reached an impasse, upon expiration of this contract, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- E. All Agreements are tentative until final Agreement is reached on the complete contract. Tentative Agreements shall be duplicated, dated and initialed by the chairperson of each party.
- F. Each party shall have its chief negotiator present for each meeting.
- G. Each party may keep its own minutes of the negotiating proceedings.
- H. Either party may caucus at any time.
- I. The parties to this Agreement will notify each other, in writing, of names of those who are to represent them in the administration of this Agreement and those who have the authority to negotiate for them when that is appropriate.

**ARTICLE 24  
PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE**

- A. Definitions:
  - 1. A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation or misapplication of any provision of this

Agreement or any rule, order, policy or regulation of the Employer which is in conflict with the collective agreement may be processed as grievance as hereinafter provided.

2. The "aggrieved person" is the Association member(s) making the claim.
3. The term "teacher/grievant(s)" includes any individual or group who is a member of the bargaining unit or the Association representing one or more members of the bargaining unit covered by this contract.
4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
5. The term "days" shall mean calendar days.

B. Purpose:

The primary purpose of the procedure is to secure at lowest level possible, equitable solutions to the grievances of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with the immediate supervisor.

C. Structure:

1. There shall be one (1) or more Association representatives (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association shall establish a Professional Rights and Responsibilities Committee, which shall be broadly represented and which shall serve as the Association grievance committee. In the event that any Association Representative or any member of the PR & R Committee is a party in interest to any grievance, he shall disqualify himself and substitute shall be named by the Association.
3. The immediate supervisor shall be the administrative representative when the particular grievance arises in that building.

D. Procedure:

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be altered by mutual consent.

A teacher with a grievance may proceed individually or together with his Association Representative or through the Association Representative through Formal Level 3 of the Grievance Procedure. The Association shall be the sole determinant on processing the grievance to arbitration.

1. Informal Level:

Within fifteen (15) days of the alleged occurrence, the grievant(s) shall request a meeting, in writing, with the immediate supervisor in an effort to resolve the complaint. A copy of the said request is to be sent to the Association grievance chairman. The immediate supervisor shall arrange to meet with grievant(s) and authorized representative within five (5) days of the receipt of the request. If the grievant(s) is not satisfied with the results of the meeting, he/they shall formalize the complaint in writing within five (5) days and proceed to Formal Level 1.

2. Formal Level 1

The formalized grievance shall be submitted, in writing on the proper form including the nature of the grievance, as well as date of occurrence, the article and section allegedly violated, the remedy requested and the signature of the grievant(s), to the Association's grievance chairman and the immediate supervisor. The immediate supervisor shall, within seven (7) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association's grievance chairman. If the grievant(s) is not satisfied with the disposition of the grievance at this level or if no disposition has been made within seven (7) days of receipt of the grievance at Formal Level 1, the grievant(s) shall, within five (5) days, proceed to Formal Level 2 by filing an appeal with the Superintendent.

3. Formal Level 2:

Within seven (7) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the grievant(s) on the grievance. The Superintendent or designee, within seven (7) days after the conclusion of the meeting, shall render his/her written decision thereon with copies sent to the Association's grievance chairman and the grievant(s). In the event the grievant(s) is not satisfied with the disposition of the grievance at Formal Level 2, or if no decision has been rendered within seven (7) days from the date of the meeting with the Superintendent or designee,



the grievance may be appealed to the Board of Education by filing an appeal, in writing, with the Board of Education's Review Committee within five (5) days.

4. Formal Level 3:

Within ten (10) days from receipt of the written referral to the Board, its Review Committee, composed solely of members of the Board of Education, shall meet with the grievant(s) for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days and copies sent to the Association's grievance chairman and the grievant(s). If the grievant(s) is not satisfied with the disposition of the grievance at this level by the Board Committee or if no disposition has been made within ten (10) days from the Board Review Committee meeting with the grievant(s), the grievant(s) shall submit the grievance to the Association's P R & R Committee within five (5) days.

5. Formal Level 4:

a. Within seven (7) days after receipt of a request by the aggrieved person, the PR & R Committee then determines if the grievance is meritorious, if it arises from the language of this Agreement or an alleged breach thereof. The Association may, by written notice to the Board, submit the grievance to arbitration. The written notice must be filed with the Board no later than thirty (30) days from the date of the disposition of the grievance by the Board Committee or if no disposition is made by the Board Committee, from the date of the Board Review Committee's meeting with the grievant(s).

b. Within ten (10) days after written notice of submission to arbitration, the Board Committee and the PR&R Committee will attempt to agree upon a mutually acceptable arbitrator. If the Board Committee and PR&R Committee are unable to agree upon a mutually acceptable arbitrator, the PR&R Committee may appeal the grievance by filing a Demand for Arbitration with the American Arbitration Association no later than thirty (30) days after written notice of submission to arbitration. The arbitrator will be selected in accordance with the rules of the American Arbitration Association which shall likewise govern the arbitration proceedings.

c. The arbitrator so selected will confer with representatives of the district and the PR&R Committee and hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and Employer. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed.

E. Rights to Representation:

Any party of interest may be represented at all meetings and hearings at any level 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 of any organization other than the Association. Provided, further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous:

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Representative or the PR&R Committee, the grievance affects a group of teachers, the PR&R Committee may process the grievance at the appropriate level.

2. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties.

3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants and shall not be included in or forwarded with the individual's personnel file when leaving the system.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.
6. Access shall be made available only on items pertaining to the grievance, to parties, places and records for information necessary to determine and process the grievance.
7. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.
8. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state, in writing, immediately upon arrival, the purpose of the visit.
9. Any fees and expenses, including per diem expense and actual and necessary travel and subsistence expenses of the Arbitrator, administrative fees of the American Arbitration Association arising out of the implementation of the grievance procedures as set forth in this agreement shall be split on a 50-50 basis by the Association and the Board of Education.
10. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties - providing, however, in the event it is agreed by the Board or ordered by the Arbitrator to hold proceedings during regular working hours, a teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
11. Any individual employee, at any time, may present grievances to his employer and have the grievances adjusted without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or Agreement then in effect. The employee may request that the bargaining representative be given the opportunity to be present at such adjustment.
12. Back pay adjustments are limited to the date the alleged grievance was filed in writing. Pay adjustments are limited to the amount of earnings actually lost with deduction of all sums earned.
13. The failure to re-employ any extra-curricular personnel covered under Schedule A-2 with the exception of guidance, special education, adult education, shall not be grievable.
14. Any discipline, any reprimand or reduction in rank, compensation or advantage or adverse evaluation of teacher performance, asserted by the Board or representation thereof, without just cause shall be subject to the grievance procedure. All information forming the basis for disciplinary action will be made available to the teacher and the Association in writing.

**ARTICLE 25  
SUB-CONTRACTING**

- A. The duties of any teacher shall not be transferred to persons not covered by this agreement so as to cause a reduction in pay or loss of employment.
- B. Nothing in this Article shall prevent students of Caro Community Schools from enrolling in classes provided by other educational systems so long as the class is not offered by Caro Community Schools.

**ARTICLE 26  
ALTERNATIVE/ADULT EDUCATION**

It is recognized by the Association, that it may be desirable to recognize certain working conditions unique to the teachers of Adult Education. The Adult Education certified Personnel shall be represented by the CEA Bargaining Unit. Therefore, the CEA proposed the following understanding relative to their employment. The following articles of the master agreement shall not apply to adult education teachers except as provided herein: Article 4 Seniority, Article 6 Compensation, Article 7 Duty Assignments, Article 12 Teaching Conditions, Article 14 Transfers, Article 15 Paid Leaves (except for paragraph B(2), and Article 18 Insurance Protection. All other articles of the contract shall apply to all adult education teachers (except failure to post vacancies in all work sites shall not be subject to the grievance procedure).

Definition:

Adult Education teacher shall be defined as: those teachers involved with teaching adult students who are working on a planned program toward a high school diploma or working with students in the Adult Basic Education program or the Alternative Education program.

A. Teaching Hours

1. The hours for High School Completion and Adult Basic Education will be based on the best interest of the students and will be determined by the Adult Education Staff.
2. Provided the following conditions shall be met, a ten (10) minute break period from teaching will be provided based on a two (2) hour class, a fifteen (15) minute break period from teaching based on a 3 1/2 hour class.
  - a. The break will be scheduled by the administrative staff of the Adult Education Department.
  - b. The break period from teaching is to be considered student/teacher contact and the teacher will be available to the student.

B. Teaching Conditions:

The Adult Education administrative staff will have until the end of the fourth week of each semester/trimester to meet the day school class size level.

C. Teacher Assignment and Transfers

The Adult Education Administrative staff has the right to hire and assign teachers on an as needed basis. Notification of tentative assignment for the next school year may be made no later than ten (10) calendar days prior to the first scheduled class. Transfers will be made after consulting with the instructors.

- D. The Board and Association agree that any instructor working 240 instructional hours or more per trimester will earn one (1) hour leave time for each 22 hours worked for sickness and/or personal business for each trimester in which they work 240 hours or more. Instructors working 180 instructional hours or more per trimester will earn one (1) hour leave time for each 22 hours worked. These hours shall be accumulative and used in increments of no less than three hours. Time beyond three hours shall be used in one hour increments unless to complete the work period. Teachers shall give the Adult Education Office notice by 7:00 AM that they are unable to report for work on any given day for illness. All other leaves of absence must be requested from the Adult Education Office 48 hours prior to the time such leave is desired. Accumulated leave time will be converted at the rate of 5 hours equals one (1) day.

E. Continuity of Operation  
Inclement Weather

1. Teachers will be paid for the first two days classes are canceled due to inclement weather. Additional days beyond the first two days will be paid when classes are held.
2. When day school is canceled due to inclement weather, Adult Education classes will also be canceled.

F. Professional Compensation:

	<u>2011-13</u>
Step 0-1	30.43
Step 2-3	31.39
Step 4	32.43

Step 5	33.38
Step 6	34.50

1. Members new to the bargaining unit shall be placed on Step 0 of the schedule. Movement on the salary schedule shall require the attainment of two (2) years seniority for the first four (4) years of work.
2. Members will attend up to two (2) mandatory inservices, with pay; and up to four (4) teachers meetings per year, with pay.

G. Seniority

Certified personnel of the Adult Education Department accrue seniority only in the Adult Education Program. Such seniority will be maintained on a separate seniority list. The seniority list may be subject to the grievance procedure. Every October 30 and April 30, thereafter, a seniority list shall be prepared by the Board. All teachers shall be ranked on the list in the order of their last date of hire. When a vacancy occurs in the Pre K-12 program and no laid off, half-time or full time teacher applies for said position, then consideration may be given to applications submitted by Adult Education employees.

Instructors will be kept on the seniority list under the following criteria:

1. Any Adult Education teacher on the seniority list who is not currently employed in the Adult Education program and who refuses a position for which they are qualified will be removed from the seniority list.
2. Any Adult Education instructor who has not worked the previous year must request, in writing by June 30 of each year, to be kept on that list.

H. Teachers who work 6.5 instructional hours or more per day will be entitled to 100% of the cost of MESSA-PAK insurance. Teachers who do not wish to enroll in health insurance may apply their insurance benefit to Plan B in Article 18. All other teachers will be entitled to apply their benefit to MESSA Choices and other optional insurances subject to the underwriting guidelines of MESSA. Any additional cost beyond the 100% of the cost of the MESSA-PAK entitlement shall be the responsibility of the teacher.

I. Adult Education teachers will be allowed, if permissible under the insurance carrier, to purchase insurance at their own expense.

**ARTICLE 27  
MATTERS CONTRARY TO AGREEMENT**

- A. 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. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to the Association for distribution to all teachers now employed. The Association President will be presented with additional copies of this Agreement for distribution to all new teachers hired during the duration of the Agreement.
- C. Secretarial costs will belong to the Association.
- D. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties, in written and signed amendment to this Agreement.

**ARTICLE 28  
AGREEMENTS CONTRARY TO LAW**

If any provision 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.

**ARTICLE 29**

## **STRIKE PROHIBITION**

- A. During the term of this Agreement or any extension thereof, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of a teacher from his/her position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the teachers duties of employment) for any purpose whatsoever.
- B. Nothing contained in this Article will be construed as a waiver of any rights the Association, its members, the Board of Education or its members may have under Act 379 of the Michigan Public Act of 1965 or which are otherwise provided by law.

## **ARTICLE 30 MENTORS**

As state law mandates a mentor for three (3) years, for the purpose of assisting, informing and coaching probationary teachers in the rights, responsibilities and ethics of the teaching profession, the parties agree to work together in the selection and appointment process using the following guidelines:

- A. Qualified staff will submit their intentions to become mentors by June 1 of each school year. The list of names will be maintained until the teacher requests removal from said list.
- B. In the selection process the following guidelines will be applicable:
  - 1. The ultimate and overriding criteria used by the administrator in selecting a mentor will be the respective candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
  - 2. General criteria in selection will include:
    - a. Tenure
    - b. Minimum of five (5) years teaching
    - c. Same background in major area of instruction (i.e. - lower elementary to lower elementary, grade level to grade level, department to department, etc.)
    - d. Classroom teachers will be matched to classroom teachers.
- C. Regarding appointment the following will apply:
  - 1. All appointments as mentors will be voluntary.
  - 2. Appointment shall be for three (3) years unless either party requests a change, or their building principal decides it's in the best interests of the parties.
  - 3. Mentors will have no involvement in the evaluation process and the relationship will be collaborative and confidential.
  - 4. A mentor can have up to two (2) probationary teachers if desired.
  - 5. It is also understood that time between the mentor and the probationary teacher will necessarily take place weekly beyond the normal working day to establish a collaborative relationship. Any time spent together before or after the normal school year shall be at the option of the mentor and probationary teacher. Time commitments may change due to revision of state mandates.
- D. In filling vacancies for mentor positions, the Board shall consider the professional qualifications, background, attainments and service in the school district of all applicants. The parties recognize that, while the Board will continue to adhere to its practice of hiring mentors from within its own teaching staff, the filling of mentor vacancies is a prerogative of the Board and the decision of the Board will be final.
- E. Mentor teachers will perform the following activities:
  - 1. Spend approximately 45 minutes of planned time with the assigned probationary teacher twice a month. This time includes weekly in-person or telephone contacts and, if the teacher is having difficulty, impromptu contacts.

2. Document all dates of conferences, personal contacts and classroom visits with the assigned teacher in a conference log which is to be provided to the principal at the end of the school year.
3. Suggest current research, provide insight and suggestions for improving instruction in both the probationary teacher's subject area and in classroom management strategies.
4. At least one planned classroom visit conducted during the year.
5. Help the probationary teacher select appropriate in-service days that meet the State Guidelines (currently fifteen days in a three year period).



**DURATION OF AGREEMENT**

This Agreement and all of its provisions (subject to any provisions hereof which are expressly stated to become effective at a later date) shall become effective July 1, 2011. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is ratified by a majority of the members of the Association, voting at a meeting duly called for such purpose and approved by the Board of Education of the Caro Community School System by resolution duly adopted.

This agreement shall continue in full force and effect to and including June 30, 2013.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

**BOARD OF EDUCATION  
CARO COMMUNITY SCHOOLS  
TUSCOLA COUNTY, MICHIGAN**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**CARO EDUCATION ASSOCIATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**SCHEDULE A-2  
EXTRA DUTY SCHEDULE**

<u>ACTIVITY</u>	<u>VARSITY</u>	<u>VARSITY ASSISTANT</u>	<u>JUNIOR VARSITY</u>	<u>9TH</u>	<u>7TH &amp; 8TH</u>	<u>5TH &amp; 6TH</u>
Middle School						
Football Coordinator					6%	
Football	12%	8%	8%	8%	6%	4%
Basketball	12%	8%	8%	8%	6%	4%
Baseball	11%	8%	8%			
Softball	11%	8%	8%			
Track	11%	8%			6%	
Swimming	10%	7%				
Wrestling	11%	8%			6%	
Cross Country	10%	7%				
Golf	7%	4%				
Volleyball	10%	7%	8%	8%	6%	
Soccer	10%	7%	5%			
Tennis	7%	4%	5%			
Cheerleading, Fall	5%		3%			
Cheerleading, Winter	7%		4%			
Cheerleading						6%
Gymnastics	5%					
Debate	11%	per year				
Forensics	5%	per-year				
Drama	3%	per play				
Vocal Music (Secondary)	1.5%	per evening or Saturday performance with prior approval of the principal				
Vocal Music (Elementary)	1.5%	per evening or Saturday performance with prior approval of the principal				
Physical Ed. (Elementary)	1.5%	per evening or Saturday performance with prior approval of the principal				
Instrumental Music	15%	8%				
Yearbook	8%	if outside class (3% if inside class)				
Newspaper	4%	if outside class (2% if inside class)				
Extra Class	20%	of Step 0-Extra Duty Table 1- <b>TENURED TEACHERS ONLY</b>				
Guidance	3%	of current step				
Special Ed	3%	of current step; teachers transferred to special education or hired after June 30, 2005, will no longer be eligible for extra duty. Step 0 of Extra Duty Table 1 divided by 1,242.= hourly rate				
Drivers Ed						
Department Heads & Key Teachers	3%	of Step 0 of Extra Duty Table 1				
Mentors	2%	of Step 0 of Extra Duty Table 1				
Academic Track Coordinator		3%				
Summer School		Extra Duty Table 2				
Summer Reading		Extra Duty Table 2				
After School Tutoring		Extra Duty Table 2				
Student Council	1%	grade level represented				
Academic Games	1%	per teacher advisor				
NHS Advisor	1%					
<u>Class Advisors:</u>						
Freshman	1%					
Sophomore	1%					
Juniors	1%					
Seniors	2%					

**SCHEDULE A-2**  
**CONDITIONS OF EXTRA DUTY SCHEDULE**

1. Percentages are applied to the Extra Duty Schedule, steps 0-5, unless otherwise indicated. The experience is based on the number of years in the Extra Duty position within Caro Community School System.

"Number of years in an extra duty position as it relates to athletics shall mean number of years of continuous service in the same sport."

2. Extra Duty compensation will be paid at the end of the season in a lump sum in a separate check upon submission of reports as required by Caro Community Schools. If the activity is a year round activity, a lump sum may at the staff member's option be paid at the end of each semester/trimester.
3. The compensation of teachers for extra duties is set forth in Schedule A-2 which is attached to and incorporated in this agreement. Said salary schedule shall remain in effect during the term of this agreement. The Board has the right to fill vacancies in the Schedule A-2 area with non-bargaining unit members. If bargaining unit members and external candidates are equally qualified, preference will be given to bargaining unit members.
4. A written yearly report will be submitted for each extra-curricular assignment. Information should include:
  - a. Persons involved in the activity
  - b. Summary of activities
  - c. Recommendations for changes
  - d. Schedule
  - e. Scores
  - f. Results

Reports are not necessarily limited to the above items.

5. The Board of Education reserves the right to determine what extra-curricular activities will take place during the present contract year.
6. All extra-curricular assignments are made on a year-to-year basis.

**SCHEDULE A-3**  
**NURSES' SALARIES**

- A. A vocationally certified Nurse teaching students shall be placed on the teaching salary schedule.
- B. A health nurse with a B.S. degree who is a R.N. will be paid 90% of the B.A. teaching schedule.
- C. A health nurse who is a R.N. will be paid 80% of the B.A. teaching schedule.

**CARO COMMUNITY SCHOOLS  
SCHOOL CALENDAR  
2011-12**

August	31	Wednesday	½ Professional Development Day; ½ Teacher Prep Day – no school students
September	01	Thursday	Professional Development Day – no school students
	02	Friday	No School
	05	Monday	No School – Labor Day
	06	Tuesday	Full day students
	30	Friday	Professional Development Day – no school students
November	04	Friday	End of Term 1 – ½ Professional Development Day; ½ Records Day – no school students
	11	Friday	No School (Comp time for Parent Teacher conferences)
	24	Thursday	Thanksgiving Break – No School
	25	Friday	Thanksgiving Break – No School
December	20	Tuesday	Begin Christmas Vacation at 3:18 dismissal
January	03	Tuesday	Return from Christmas Vacation
	20	Friday	End of Term 2 - Semester 1 – ½ Professional Development Day; ½ Records Day – no school students
February	10	Friday	Professional Development Day - no school students
	17	Friday	President's Day Break – no school
	20	Monday	President's Day Break – no school
March	23	Friday	End of Term 3 – ½ Professional Development Day; ½ Records Day – no school students
	30	Friday	Begin Spring Break at 3:18 pm
April	10	Tuesday	Return from Spring Break
May	28	Monday	Memorial Day – No School
June	05	Tuesday	Last day for students – 3:18 dismissal
	06	Wednesday	Records Day – no school students - full day teachers

\*Time for Parent/Teacher Conference shall be discretionary with the building principals and not to exceed 7 ¼ hours minus the teacher's lunch period time.

2012-13 Calendar: Board and Association representatives will meet the first of March, 2012 and will adopt a calendar for the 2012-13 school year that reflects both the TISD calendar and current state attendance requirements.

**SCHEDULE A-5**  
**BASIC CONDITIONS OF SALARY SCHEDULE**

1. Maximum allowance for experience in other schools: 3 years. Teachers who have fractions of experience equaling one-half (1/2) year or over will be placed on the next highest step.
2. Movement from scale to scale on the salary schedule shall be granted upon completion of the necessary hours for that scale (eg. 18 hours for movement to the BA+18 scale). All work must be completed on an approved program leading to an advanced degree or in the teacher's major field of work. Evidence of work completed and/or proof of acceptance/payment for a college course must be presented before any allowance under this section will be paid.
3. Military service credit:
  - a. One (1) year allowed for teachers with no experience.
  - b. One (1) year allowed for each year of military service for those entering military service after teaching experience.
4. Retroactive pay shall be paid in a lump sum in a separate check no later than the second regular pay date following ratification by the parties. Contract language shall become effective upon ratification by the Board of Education. Increments in effect shall continue during the term of this agreement.