

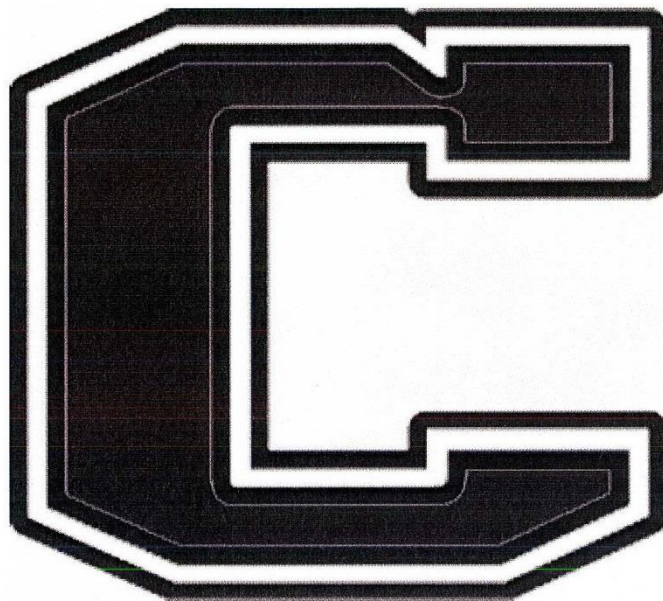
Professional Negotiations Agreement

Between

Caro Board of Education

and

Caro Education Association



March 27, 2013 thru June 30, 2017

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
ARTICLE 1	RECOGNITION	3
ARTICLE 2	TEACHER RIGHTS	4
ARTICLE 3	BOARD RIGHTS	6
ARTICLE 4	SENIORITY, LAYOFF AND RECALL	6
ARTICLE 5	PROFESSIONAL DUES OR FEES & PAYROLL DEDUCTIONS	8
ARTICLE 6	COMPENSATION	10
ARTICLE 7	DUTY ASSIGNMENTS	11
ARTICLE 8	SCHOOL IMPROVEMENT COUNCIL/COMMITTEES	15
ARTICLE 9	CLASS SIZE	16
ARTICLE 10	TEACHING CONDITIONS	18
ARTICLE 11	VACANCIES AND PROMOTIONS	19
ARTICLE 12	TRANSFERS	20
ARTICLE 13	PAID LEAVES OF ABSENCE	20
ARTICLE 14	UNPAID LEAVES OF ABSENCE	22
ARTICLE 15	RETIREMENT AND TERMINAL PAY	23
ARTICLE 16	INSURANCE PROTECTION	23
ARTICLE 17	TEACHER EVALUATION	24
ARTICLE 18	PROFESSIONAL BEHAVIOR	24
ARTICLE 19	PROTECTION OF TEACHERS	25
ARTICLE 20	NEGOTIATION PROCEDURES	25
ARTICLE 21	PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE	26
ARTICLE 22	SUB-CONTRACTING	30
ARTICLE 23	ALTERNATIVE/ADULT EDUCATION	30
ARTICLE 24	MATTERS CONTRARY TO AGREEMENT	32
ARTICLE 25	AGREEMENTS CONTRARY TO LAW	32
ARTICLE 26	STRIKE PROHIBITION	33
ARTICLE 27	MENTORS	33
	DURATION OF AGREEMENT	35
SCHEDULE A-2	EXTRA DUTY SCHEDULE	36
	CONDITIONS OF EXTRA DUTY SCHEDULE	37
SCHEDULE A-3	NURSES' SALARIES	37
SCHEDULE A-4	2013-14 SCHOOL CALENDAR	38
SCHEDULE A-5	BASIC CONDITIONS OF SALARY SCHEDULE	39
SCHEDULE A-6	HEALTH INSURANCE	39
SCHEDULE A-1	2013-14 SALARY SCHEDULE	43

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

This Agreement is entered into 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.

**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 under direct employment of the district.
- 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. The Board hereby agrees to abide by state and federal law outlining teachers' rights to join The Association, negotiate and file grievances in accordance with Article 20 Professional Grievance Negotiation Procedure. 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. 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 provided such activities do not interfere with the educational program.
- C. 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, gender, marital status, physical characteristics or place of residence.
- D. 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 or in the opinion of the administration could endanger a person's life. 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.
- E. The teachers agree to abide by Board of Education policies - unless otherwise provided in this agreement. Board of Education policies shall be available to teachers in writing on the school website. The district will host an annual awareness meeting to review Board policies related to placement, layoff, recall, and discipline. Attendance shall be voluntary and other policies may also be reviewed.
- F. A teacher shall have the right to review the contents of all personnel 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 individuals allowed under law. 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.

- G. 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 which result in discipline or administrative action shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. Upon notification of the material to be added to the file the teacher may within thirty business days 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.
- H. 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 provided it is produced on the teacher's own time and equipment.
- I. 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. In reaching a resolution, mediators/arbitrators shall be limited to the scope of dispute, not introducing elements beyond the dispute. Both the Association and the Board agree to be bound by any lawful order or award of an arbitrator and the terms of an agreement made under mediation.
- J. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association, either on or off school premises.
- K. Prior to 6:00 PM, the Association and its members may use school building facilities without cost on school days for Association meetings. A Facilities Use request shall be submitted and 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 unless extra custodial costs are incurred. Association meetings shall not be held during regularly scheduled school hours.
- L. The Board agrees to furnish to the Association any information covered by the terms of the Freedom of Information Act. The Board may bill the Association for the copies under the guidelines set forth for all Freedom Information requests.
- M. While retaining the right to handle unforeseen events, the Board agrees to communicate for the purpose of information and feedback, the potential of a teaching assignment change with the Association and the affected staff member at least fifteen (15) days prior to taking action.

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 maintain district operations.

ARTICLE 4 SENIORITY, LAYOFF AND RECALL

- A. The word "Layoff" shall mean a necessary reduction in the work force. In the event of a reduction in the work force, the individual(s) involved and the Association shall be notified prior to public action on the part of the Board.
- B. On an annual basis, the Board and the Association shall agree on a seniority list to be placed on the district website under Employee Access and emailed to all members at their district email address by October 30th. All teachers shall be ranked on the list in the order of their last date of hire in the district as a teacher. If a teacher fails to grieve his/her placement on the list within 30 days of the list's posting, the list shall be deemed to be correct and final. Revisions and updates of the seniority list shall also be posted online as they are made. Teachers shall have until 30 days after October 30th to grieve his/her placement on the seniority list.
- 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, which 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 conducted jointly by the Association and the district designee.
- E. All seniority is lost when employment is severed by resignation, retirement or discharge for a reason which is not arbitrary or capricious; 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.
- F. 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.
- G. 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.
- H. 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.

- I. Teachers on layoff status may register to serve as substitute teachers. Administrators shall make special effort to utilize their services.
- J. Insurance protection provided in this agreement shall be available to a teacher laid off 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.
- K. 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.

**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.
- 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. Should it become necessary to reduce a teacher's pay, 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 the average daily rate.

Step #2: Average daily rate multiplied by the number of days absent equals the 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 may be given up to a maximum of five (5) 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. Slides become effective at the beginning of the next-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. Late submission of such documentation shall result in any adjustment being delayed until the next semester/trimester. A paid receipt for a class may be submitted as documentation.
- 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. In addition the teacher will pay a prorated share of the cost based on the amount the full time teachers are contributing.
- 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 subpoenaed 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. Teachers may choose to receive wages either through direct deposit or by a payroll debit card. Should charges arise due to a failure to transmit, the teacher shall be made whole.

ARTICLE 7 DUTY ASSIGNMENTS

- A. The starting time and dismissal time for students shall be as follows:
 - 1. Grades K-12 between 7:30AM and 4:15PM.
 - 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 7:30AM and 4:15PM. 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 those required by state law, 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 fifty (50) 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 25 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 - 25 minutes once daily
One teacher shall be on stand-by duty within the building for emergencies.
- H. 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.
- I. 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 is 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 radio and television announcements 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) 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
School/ Improvement Council/Committees

- A. Membership of the District and Building School Improvement Committees shall consist of:
1. Subject area chairpersons or grade level representatives selected by administrators for each subject area in Schall and McComb Elementary Schools. Every teacher may be assigned to a committee.
 2. Department heads and key teachers will be selected by building administrators via the application process. In the absence of applicants the grade level or department will make the selection.
 3. A special education representative will be selected to serve on building and district committees.
 4. Building Administrators
 5. The Superintendent of Schools, School Board Members, parents, and local citizens may be invited to be on any or all of the committees.
- B. The Chairperson of building level committees shall be the administrator of each building.
- C. Time of Meetings: After the initial meeting called by the administration further meetings will be scheduled as needed. Meetings held outside of contract time will be voluntary.
- D. Function: Identify needs relative to curriculum, discipline, testing, technology and adoption of teaching materials and make such recommendations to the system wide School Improvement Committee. Send one subject area chairperson or department head to that committee as a representative of each building.
- E. Duties of Department Heads and Key Teachers will be determined by the administration and set forth in a written job description. 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 (1/2) day per month release time provided a mutual time can be agreed upon with their immediate building administrator.
- G. Areas of committee need may include, but not be limited to:
1. Curriculum
 2. Student Discipline policies (Positive Behavior Intervention Support)
 3. Assessment/testing
 4. Technology

H. All committees shall have agendas submitted to the building administrator prior to each meeting date. Minutes shall be submitted to building administrator no later than 5 days following the meeting.

**ARTICLE 9
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 recommended maximum class sizes set forth below:

1. Elementary
 - Young 5s 20 pupils
 - Early Childhood 16 pupils or 18 with paraprofessional
 - 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 of the overload for Grades 5-8.

Grades K-4 10 pupils

Grades 5-8 12 pupils

2. Middle School

	Trimester Schedule	Semester
6th Grade	32 pupils	28
<u>7th and 8th Grade:</u>		
English	32 pupils	28
Social Studies	32 pupils	28
General Education.....	32 pupils	28
Mathematics.....	32 pupils	28
Science	32 pupils	28
Reading.....	32 pupils	28
Languages	32 pupils	28
Exploratory	32 pupils	28
Music (Vocal)	50 pupils	50
Physical Education/Health/Pool.....	40 pupils	40
Study Hall.....	100 pupils	100

3. Secondary

English Composition.....	34 pupils	25
English	34 pupils	28
Social Studies	34 pupils	28
General Education.....	34 pupils	28
Mathematics.....	34 pupils	28
Science	34 pupils	28
Language	34 pupils	28
Business	34 pupils	28
Computers.....	34 pupils	29
Industrial Arts	34 pupils	25
Vocational Shops	34 pupils	25
Drafting	34 pupils	25

Agriculture.....	34 pupils	25
Art	34 pupils	25
Music (instrumental 6-12).....	225 pupils daily	225
Music (Vocal)	50 pupils	50
Physical Education/Health/Pool.....	40 pupils	40
Study Hall.....	100 pupils	100

B. The Board will follow all state and federal Special Education Laws.

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. Inclusion will not take place in a classroom that has two or more grade levels combined (e.g. a 2nd-3rd grade split) unless such placement is deemed appropriate in an IEP.
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 a planning conference is necessary between the regular classroom teacher and the Special Education teacher, the principal will make the arrangements at the earliest time and arrange for classes to be covered if necessary.
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, the teacher(s) involved and the principal shall meet to discuss remedies for relief to be introduced as soon possible. Compensation shall be the default relief. 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 recommended maximum numbers 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 10 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. Provided they meet all current state bus driver qualifications, teachers may drive a regularly scheduled bus run, but such bus runs will not be a part of their regularly assigned duties and shall not interfere in their professional duties as a teacher. Mrs. Raymer and Mr. Brown shall be grandfathered.
- 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. Personal calls may be made by teachers during non-instructional time.
- 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 in designated areas 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. In cases where such duties are deemed by the teacher to be excessive, the teacher and administrator shall meet to discuss relief options.
- H. The parties agree 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. In cases where such duties are deemed by the teacher to be excessive, the parties shall meet to discuss relief options. Efforts shall be made by the Board to minimize these tasks.
- 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 11
VACANCIES AND PROMOTIONS

- A. For the purpose of this article, a vacancy is a position that is currently unfilled and which the Board wishes to fill, 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 and teacher's email, 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. 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, qualifications, personal skills, responsibilities of the position, the date the position is to be open and instructions for filing application.
- C. 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.
- D. A teacher may apply for any posted position for which he/she is certified and highly qualified as defined by the State and Federal guidelines, 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 post newly created positions and to provide the qualifications of vacated positions to candidates. Teachers are encouraged to apply for any position for which they are certified and highly qualified as defined by the State, including administrative positions.
- E. 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.
- F. 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. If thirty day notification isn't given, the teacher forfeits one day's pay

**ARTICLE 12
TRANSFERS**

- A. 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.
- B. 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 to a different position may be made at any time, but shall be renewed annually in May for consideration during June - May. 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. 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. Receipt of all applications and requests referred to in this article shall be acknowledged by the Board within five (5) working days.
- C. 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.

**ARTICLE 13
PAID LEAVES OF ABSENCE**

- A. Teachers shall be eligible for up to twelve (12) leave days per year. At the beginning of each year, teachers who have reported for work shall be granted four days and accumulate the rest at a rate of two per month worked; teachers in their first year of service shall be permitted to use days in advance of earning them. In addition to the twelve available in that year, unused days may be accumulated to a total of 130 days for all teachers hired after July 1, 2013. At that date, teachers with more than 130 days accumulated shall have that number frozen as their accumulation limit. Teachers employed during the summer in teaching positions will be granted one additional one (1) day's leave time for each four (4) weeks worked. Partial time will not carry over from one summer to the next.
- B. Leave days may be used by a teacher for the following reasons and subject to the following conditions:
 - 1. a. Personal Illness or injury- The teacher may use all or any portion of their leave to recover from their illness or injury.
 - b. FMLA (Family Medical Leave Act) time shall be granted consistent with federal law and FMLA guidelines. All paid leave shall be concurrent with FMLA time. If the employee fails to return to employment, the employee shall reimburse the district for any insurance premiums paid by the district during the FMLA time.
 - c. After a teacher uses 12 days leave in a school year a consultation between the teacher and building administrator shall occur to discuss the matter.
- 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. 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 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, language concerning taking summer classes shall apply.
 - b. If the days requested immediately precede or follow the regularly scheduled vacation periods.
 - c. If the day requested falls on a Professional Development Day.
- C. Teachers shall give their building principal notice by following the prescribed sub call in system before 7:00 AM that they are unable to report for work on any given day for illness or emergency. 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. Failure of a teacher to meet these parameters more than twice in a school year will double of the amount of leave time deducted from their accumulated leave. Example: teacher requested a half day-full day deducted, one day requested, two days deducted, etc.
- 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 thirty (30) 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. Substitute 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 14
UNPAID LEAVES OF ABSENCE

- A. Any tenured teacher may be granted an unpaid leave of up to one (1) year duration upon request, provided a replacement is available.
- 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 their position due to abandonment of position 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 and the provisions of Board policy.
- 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. There shall be no loss of seniority rights or other benefits accrued prior to the leave.
- F. 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 an 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.,.
- I. A teacher, who is unable to work because of personal illness or disability as certified by a licensed physician, shall be granted FMLA time consistent with federal law. Beyond FMLA time, unpaid leave of up to two years may be requested. Inability or failure to return after such leave shall result in the position to be considered abandoned. Any teacher on such a leave shall provide the Board not less than twenty-one (21) calendar days of their intent to return.
- L. A teacher may apply to the Board for an unpaid leave in the event they do not qualify otherwise under this Article.

**ARTICLE 15
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 or if retiring at the end of the current school year by March 1st.

- 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. No payment under this article will be given to a teacher who was in the process of dismissal for a reason which is not arbitrary or capricious or who has not submitted a notice of retirement within 60 days.
- B. Maximum allowable under this article shall be \$6,500.00. In the event of a teacher's death, the terminal pay accumulated will be paid to the teacher's beneficiary.

**ARTICLE 16
INSURANCE PROTECTION**

The parties recognize that under PA 152, the default for health insurance will be a hard cap in the absence of a successor agreement. Due to changing circumstances in regards to insurance, the parties agree to address coverage in an addendum; such addendum may be altered during the life of the contract, under mutual consent without re-opening the entire contract. For 2013-2014, the Board agrees to stand by a resolution establishing 80/20 as the cost share.

- 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 coverage as addressed in the addendum.
- C. Insurance protection shall be made available for a full twelve month period during the term of employment and under the terms of the policy. The parties recognize that the costs for Single will be less than for Two-person or Full Family. The employer shall sign an Employer participation agreement.
- D. During open enrollment or a qualifying event, teachers not electing health insurance under Plan A will select 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. Option All may be purchased, at Association member expense, to assure that insurance and other benefit programs retain their non-taxable status.
- E. 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 17
TEACHER EVALUATION**

- A. Teachers shall be evaluated and observed according to State of Michigan Guidelines.
- 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. Within 45 days of the discipline meeting, 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.

**ARTICLE 18
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 tenured teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage, in a manner which is arbitrary or capricious. Any discipline that is arbitrary or capricious, 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 within 72 hours of the request. The teacher shall be advised of their right to representation. When necessary, the teacher representative will be granted release time for the above purpose arranged by the administrator.
- D. 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.
- 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 is to be considered for disciplinary reasons, such action shall be in compliance with the state law.

**ARTICLE 19
PROTECTION OF TEACHERS**

- A. The district agrees that assault upon any employee by a student or an adult is a serious matter. Should such an incident arise in which its inception was a school centered problem, the teacher shall promptly report such a matter both orally and in writing to the immediate supervisor. The district and teacher shall cooperate in bringing the matter to the proper law enforcement authorities. The district shall conduct its own investigation and impose, if appropriate, a suitable punishment. Any report of assault upon an employee shall be recorded and reported to the Board of Education. The district will render appropriate assistance in the process and the teacher may request additional support from the Board.
- 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 principal shall consult with the student and follow up with the teacher when a student is sent to the office. In the event that a teacher opts for a snap suspension as permitted by law, the teacher shall be responsible for contacting the parent or guardian and a consultation with the principal.
- D. It is the responsibility of the Board, through its administrators to support and assist teachers in the areas of classroom discipline and control. When a teacher believes the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons may be needed; the teacher may reduce the concerns to writing and submit them to the building administrator. The teacher will be notified in writing concerning any action taken.
- E. The Board shall not use a polygraph or lie detector device in any investigation of a teacher.

**ARTICLE 20
NEGOTIATION PROCEDURES**

- A. Negotiations will be conducted in accordance with state and federal laws. When an agreement is ratified and approved, its terms in regards to re-opening will be followed but all other items of the contract shall only be addressed by mutual agreement in a Letter of Understanding. The Board and Association agree that the maintenance of employment conditions and general working conditions are important and that, should there be differences of interpretation as to what those are, agree to discuss informally and if necessary resolve via mediation and / or arbitration.
- 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 Caro Education 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 state law 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 or designee 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 21
PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE**

- A. Definitions:
 1. A claim or complaint by 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 shall proceed to Formal Level 3.

4. Formal Level 3:

The grievant(s) may submit the grievance to the Association's P R & R Committee within five (5) days from receipt of the Level 2 response. The Committee may elect to propose a compromise for solution to the grievant(s) and if acceptable to take the matter back to the Superintendent or designee to seek mutual acceptance. Such action shall take place within (12) twelve days from the Level 2 response.

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. Arbitration shall not be permitted when the grievance arises from an adverse performance evaluation. The written notice must be filed with the Board no later than thirty (30) days from the date of the Superintendent's denial of the grievance.
- b. By mutual agreement, the parties may submit the matter to a mediator to be run concurrent to a request for arbitration.
- c. Within ten (10) days after written notice of submission to arbitration, the Superintendent and the PR&R Committee will attempt to agree upon a mutually acceptable arbitrator. If the Superintendent 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.
- d. 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 paid by the losing party namely the Association or 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. Disciplinary materials shall be communicated as required by law.
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. 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.
8. 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.
9. 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.
10. Back pay adjustments if awarded are limited to the date the alleged grievance was filed in writing plus not more than 30 days prior. Pay adjustments are limited to the amount of earnings actually lost with deduction of all sums earned.
11. 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.

12. The arbitrator shall have no power to:
- a. Rule on an issue previously barred from the scope of the grievance procedures.
 - b. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
 - c. Award compensatory or punitive damages.
 - d. Issue a back pay award for any amount in excess of lost salary.
 - e. Establish wage schedules.
 - f. Rule on an issue involving employee evaluation.
 - g. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief. (e.g. Tenure Act, M.E.R.C.)

ARTICLE 22 SUB-CONTRACTING

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.

ARTICLE 23 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 teachers 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 non-high school adult students who are working on a planned program toward a high school diploma or working with non-high school adult 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 Administration and in accordance with state guidelines.
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 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.
- 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: (Freeze on steps as per regular ed. teachers.)

	2013-14
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 in-service or staff meetings as requested, such attendance shall be with pay.
- 3. Members shall be eligible for any off schedule payments if negotiated.

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. A seniority list shall be prepared by the Board and disseminated within the guidelines listed elsewhere in this contract. All AE 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 health insurance on the same basis as non-AE teachers.
- I. Adult Education teachers will be allowed, if permissible under the insurance carrier, to purchase insurance at their own expense.

ARTICLE 24 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. This Agreement shall be posted online on the school website.
- C. 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 25 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.

The Board and the Association acknowledge that should an emergency manager be appointed to manage the district the following provisions of Act No. 9 of Public Acts of 2011 will be followed:

1. Each collective bargaining agreement entered into between a public employer and public employees under this act after the effective date of the amendatory act that added this subsection shall include a provision 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. Provisions required by this subsection are prohibited subjects of bargaining under this act.

2. Collective bargaining agreements under this act may be rejected, modified, or terminated pursuant to the local government and school district fiscal accountability act. This act does not confer a right to bargain that would infringe on the exercise of powers under the local government and school district fiscal accountability act.
3. A unit of local government that enters into a consent agreement under the local government and school district fiscal accountability act is not subject to subsection (1) for the term of the consent agreement, as provided in the local government and school district fiscal accountability act.

ARTICLE 26 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 Michigan Compiled Laws or which are otherwise provided by law.

ARTICLE 27 MENTORS

The Board agrees to follow the state law and state guidelines as they pertain to mentors. Mentor Guidelines can be found on the district website under Staff Access.

- A. Qualified staff may submit their intentions to be considered as mentors by June 1 of each school year. Their names shall remain on the list until they request to be removed or their employment ceases.
- 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. Confidentiality to the extent permissible by law will be maintained.
 4. A mentor can have up to two (2) probationary teachers if desired.
- 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 **upon ratification and approval**. 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, **2017**.

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

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

By: [Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Date: J/27/5
 Date: 3/2/13
 Date: J/27/11
 Date: 3/1/11
 Date: J5/27D3
 Date: 3/27/3

CARO EDUCATION ASSOCIATION

By: [Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

Date: 3/27/3
 Date: 3(e) 113
 Date: 3/627/P
 Date: 3-) 1-1'3
 Date: 3- "2 -1 5
 Date: ?(d-1-J1.3
 Date: 3) 7/J3
 Date: "1d-lb

0
 h
 w

872-4508

LETTER OF AGREEMENT
 By and Between
 THE CARO BOARD OF EDUCATION
 And
 THE CARO EDUCATION ASSOCIATION/ MEA/NEA

The Association agrees, upon timely request, to defend Caro Public Schools, its officers, agents or employees in any suit brought against all or any of them regarding the Employer's enforcement of the terms of this Agency Fee Agreement, the costs of such defense to be split 50/50 between the District and the Association. Further, the Association agrees to indemnify Employer, its officers, agents or employees, for any costs or damages which may be assessed against all or any of them arising out of the enforcement of this Agency Fee Agreement. provided, however, th Jt:

1. Neither the duty to defend nor the duty to indemnify shall arise where the damages and costs, if any, have resulted from the negligence, misfeasance or malfeasance of Employer, its officers, employees or agents,

2. The Association has the right to choose the legal counsel to defend any such suit or action, after consultation with Employer; and

3. If Employer, its officers, agents or employees elects to select its or their own counsel in any such suit, then the Association shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if the Association, through counsel it selects after consultation with Employer, does represent Employer, its officers, agents or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such surt at their own expense; and

4. The Association, after consultation with Employer, has the right to decide whether to defend any said action or to appeal the decision of any court or other tribunal regarding the validity of this Section; and

The Association, in defense of any such suit, shall have the right to compromise or settle any monetary claim made against Employer, its officers, employees or agents under this Agency Fee Agreement, after consultation with Employer


 For the Association

For the Association
 3/27/2013

-= S : ? :e :|: "

1:56PM

**SCHEDULE A-2
EXTRA DUTY SCHEDULE
(APPLIES TO TEACHERS ONLY WHO ARE MEMBERS OF THE CEA)**

ACTIVITY	VARSITY	<u>VARSITY ASSISTANT</u>	JUNIOR VARSITY		7TH & 8TH	5TH & 6TH
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 (more than two will require administrative approval)		
Vocal Music*	1.5% HS			per evening or Saturday performance beyond one		
Vocal Music*	1.5% MS			per evening or Saturday performance beyond one		
				*(more than two will require administrative approval and a combined performance of MS & HS shall count as one performance)		
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-		
				TENURED TEACHERS ONLY		
Guidance	3%			of current step of contract		
	\$300			per diem for required days above the contract up to 15 days per year.		
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.		
Drivers Ed				Step 0 of Extra Duty Table 1 divided by 1,242.= hourly rate		
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 upon submission of reports as required by Caro Community Schools. If the activity is a year round activity, the staff member may elect to receive half at the end of January. Such an election must be made prior to 31st of December.
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
2013-14**

Stud. Teach.			
August	28	Wednesday	Y2 Professional Development; Y2 Teacher Prep Day
(0)	(2)	29	Thursday Professional Development Day
		30	Friday No School
September	02	Monday	Labor Day - No School
(18)	(20)	03	Tuesday First Day for students
		09	Monday NWEA (two weeks)
		26	Thursday Professional Development Day- no students
		27	Friday Professional Development Day – no students
October	03	Wednesday	Count Day
(23)	(23)	08	Tuesday MEAP (three weeks)
November	15	Friday	No School
(17)	(19)	22	Friday End of Trimester 1 -(Exams Thursday 11/21 & Friday 11/22)
		27	Wednesday Y2 Professional Development Day; Y2 Records- no students
		28	Thursday Thanksgiving Break – No School
		29	Friday Thanksgiving Break- No School
December	20	Friday	Begin Christmas Vacation at 3:18 dismissal
(15)	(15)		
January	06	Monday	Return from Christmas Vacation
(19)	(20)	27	Monday NWEA (two weeks) Professional Development Day - no students
February	12	Wednesday	Count Day
(17)	(18)	14	Friday President's Day Break- no school
		17	Monday President's Day Break- no school
		28	Friday End of Trimester- Y2 Professional Development; Y2 Records
March	04	Monday	MME (3 days) Make-up: 18-19-20
(21)	(21)		
April	04	Friday	Begin Spring Break at 3:18 pm
(15)	(15)	14	Monday Return from Spring Break
		18	Friday No School
		21	Monday No School
		28	Monday NWEA (two weeks)
May	05	Monday	AP Testing (two weeks)
(21)	(21)	26	Monday Memorial Day- No School
June	05	Thursday	Last day for students – 3:18 dismissal
(4)	(5)	06	Friday Records Day – no school students - full day teachers

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

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

1. Maximum allowance for experience in other schools: 5 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 slide to slide on the salary schedule shall be granted upon completion of the necessary credit hours for that slide (eg. 18 credit hours for movement to the BA+18 slide) provided that a contract is unexpired. All work must be completed on an approved program leading to an advanced degree in education or in the teacher's major field of education. 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. Steps will become effective at the beginning of the school year. Under the terms of this agreement, movement to current earned slide will be permitted in September of 2013 and throughout the 2013-14 school year ending June 30th; movement on steps will not be permitted. Those members not affected by slides will receive a \$400 signing bonus for the 2013-14 year, paid in the first payroll of the contract. For the remainder of the agreement, movement may be discussed under re-opener language.

Schedule A-6 Health Insurance

The Board and Association have agreed to a resetting of our health insurance arrangements under a four year contract. Beginning July 1, 2013, the parties agree that the carrier of such insurance may be changed with mutual agreement but that any such change may affect all members. It is also recognized that a change in vendors may affect the Open Enrollment Periods and may affect the periods covered by any deductible amounts. Any tax applied to benefits, if assessed, shall be applied annually to the individual members in June.

2013-2014

The Board shall continue to offer a PAK A and a PAK B plan to the membership under the current 2012-2013 insurance plan. The Association members have an option to use a high deductible plan with a Health Savings Account attached or a traditional plan with a lower deductible. Effective July 1, 2013 through June 30, 2014, the Board shall be responsible for 80% of the costs and the members for 20% of each member's costs in addition to any applicable deductible. The parties recognize that the Open Enrollment Period for Health Insurance (traditional and high deductible), OptionAll, Flexible Spending and changes between PAKs will be held in October with an effective date of January 1st. Changes may be made at other times only with a qualifying event as approved by the vendor.

2014-2015-2016

The matter of health insurance and related costs shall be subject to reopening on an annual basis. Starting annually on July 1, 2014, and until an agreement is ratified and approved; the association members shall be responsible for 100% of any cost increase. The parties pledge to seek such annual ratification and approval in a timely fashion.

PAK A Plan Brief Description Medical MESSA Choices

Health In-Network Deductible: \$500/\$1000
Out-Of-Network Deductible: \$1000/\$2000
OV/UC/ER Co-pay: \$20/\$25/\$50
RX: \$10/\$20
XVA2 Rider: Yes

Dental 80/80/80/80:1500(1500) 00331 0986-0002
Class 1:80%
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

Negotiated LTD LTO 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

PAK Life \$45,000 PAK Life Individuals
\$45,000 PAK AD&D Individuals
Basic Term Life Basic Term Life w/Med \$5,000

PAK B Plan Brief Description

Dental 90/90/90/80:1500/1500
Class 1:90%
Class II: 90%
Class III: 90%
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 3 Gold Plan year July to July

Negotiated LTD LTO 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

PAK Life \$50,000 PAK Life
\$50,000 PAK AD&D

PAK A Plan Brief Description Medical MESSA ABC Plan 1

Health In-Network Deductible: \$1250/\$2500
Out-Of-Network Deductible: \$2500/\$5000
OV/UC/ER Copay: N/A
ABCRx
XVA2 Rider: Yes

Dental 80/80/80/80:1500(1500) 00331 0986-0002
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

Negotiated LTD LTO 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

PAK Life

\$45,000 PAK Life Individuals
\$45,000 PAK AD&D Individuals
Basic Term Life Basic Term Life w/Med \$5,000

PAK B Plan Brief Description

Dental

90/90/90/80:1500/1500
Class 1:90%
Class II: 90%
Class III: 90%
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 3 Gold Plan year July to July

Negotiated LTD

LTD 66 2/3% Max \$4,500
Replacement%: 66.67 1
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

PAK Life

\$50,000 PAK Life
\$50,000 PAK AD&D

2013-2014 CEA SALARY SCHEDULE								Extra Duty Table 1	
OLD	NEW	BA	BA+18 Permanent Continuing	MAor BA- 35	MA+ 10	MA+ 20	EDS MA+30 or BA+65	Step 0	32,121
								Step 1	33,534
								Step 2	35,009
0	3	37,697	38,729	41,155	41,963	42,796	43,522	Step 3	36,551
1	4	39,355	40,435	42,967	43,809	44,680	45,438	Step 4	38,157
2	5	41,087	42,213	44,857	45,737	46,646	47,437	Step 5	39,838
3	6	42,894	44,071	46,829	47,749	48,697	49,524		
4	7	44,783	46,008	48,891	49,852	50,840	51,702	Extra Duty Table 2	
5	8	46,752	48,033	51,041	52,045	53,067	53,979	(Grandfathered 06-07)	
6	9	48,810	50,146	53,289	54,333	55,412	56,352	Step 0	22.33
7	10	50,957	52,353	55,631	56,725	57,851	58,832	Step 1	23.34
8	11	53,199	54,656	58,080	59,220	60,397	61,421	Step 2	24.43
9	12	55,540	57,061	60,637	61,828	63,056	64,123	Step 3	25.53
10	13	59,120	60,741	64,544	65,812	67,119	68,257	Step 4	26.71
15-19 yrs	18-22 YRS	60,022	61,641	65,445	66,714	68,020	69,159	Extra Duty Table 2	
20-24 yrs	23-27	60,924	62,541	66,346	67,615	68,921	70,059	Step 0	12.00
25 + yrs	28 + YRS	62,124	63,742	67,546	68,816	70,122	71,261	Step 1	12.50
								Step 2	13.00
								Step 3	13.50
								Step 4	14.00

For 2013-14 0% freeze on steps, slides permitted for 2013-2014 only