

6/30/91

**CARMAN-AINSWORTH COMMUNITY SCHOOLS**

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Superintendent

AGREEMENT BETWEEN

the

CARMAN-AINSWORTH  
BOARD OF EDUCATION

and the

CARMAN-AINSWORTH  
EDUCATION ASSOCIATION

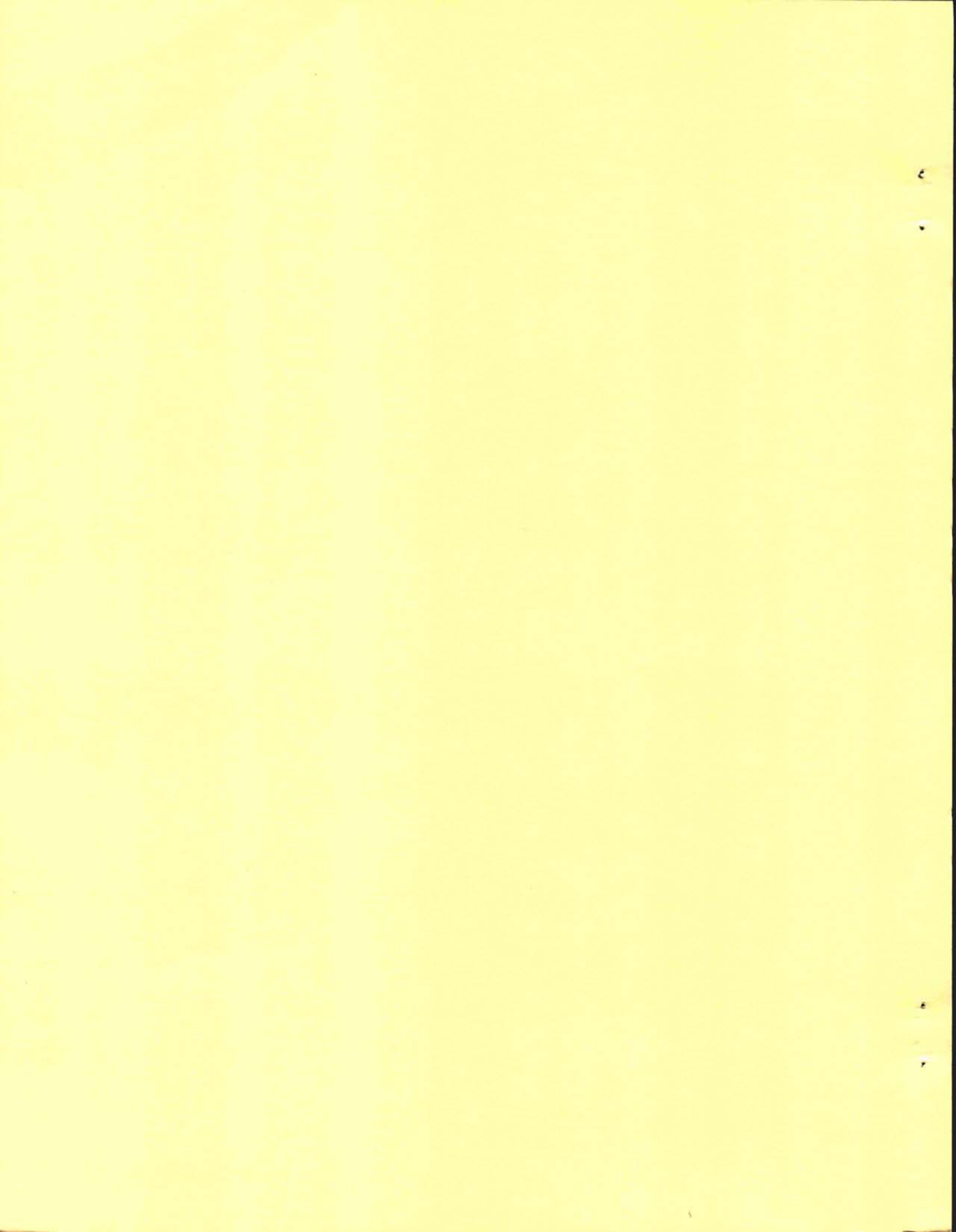
1986 - 1991

*Carman-Ainsworth Community Schools*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



AN EQUAL OPPORTUNITY EMPLOYER



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## CONDITIONS OF THE CONTRACT

This Agreement entered into the first day of July, 1986, by and between the Board of Education of the Carman-Ainsworth Community Schools, Flint, Michigan, hereinafter called the "Board", and the Carman-Ainsworth Education Association, an affiliate of the Michigan Education Association and the National Education Association, hereinafter called the "Association".

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Carman-Ainsworth is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching staff; a cooperative effort by all facets of the professional staff with the Board of Education is necessary and proper, and

WHEREAS, the members of the teaching profession and the administration are particularly qualified to assist in improving educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

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

### ARTICLE I

#### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified teaching personnel and registered nurses whether under contract, on leave, or on a per diem basis, including coordinator of media services, subject area coordinators, athletic coordinators, counselors, media specialists, reading consultants, social workers, school psychologists, excluding superintendent, assistant superintendents, principals, assistant principals, directors, supervisors, other positions which are supervisory, and day to day substitutes within the meaning of the Public Employment Relations Act. The Board will not recognize or negotiate with any other teachers' organization other than the Association for the duration of this Agreement, unless required by law to do otherwise.

- B. The term, "Teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined. The term "Board", when used herein, shall refer to the Board of Education, Superintendent and other Central Office Administrators, Principals, Assistant Principals and all other supervisory personnel within the meaning of Act 379.

## ARTICLE II

### BOARD RIGHTS AND RESPONSIBILITIES

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all operations and activities of the school district to the full extent authorized by law.

The Board shall discharge its responsibility and authority without regard to race, creed, religion, color, national origin, age, sex, or marital status of its employees and in its employment practices.

- B. The Board will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any right conferred by Public Act 379 or other law, State or Federal. The Board will not discriminate against any teacher with respect to any terms of this Agreement or conditions of employment by reason of his/her membership in the Association, professional negotiations with the Board or his/her institution of any grievance complaint, or proceeding under this Agreement.
- C. One (1) copy of the handbook of current Board Policy shall be made available in each building media center and three (3) copies shall be assigned to the Association President.
- D. Existing building policies shall be put in writing and shall be distributed annually in each building to all teachers. Changes made after distribution of written policies each year shall be distributed to teachers in the affected building.

## ARTICLE III

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Teachers shall not be denied the right to organize, join and/or support the Association for the purpose of engaging in collective bargaining or negotiations.

- B. The Association shall apply the terms of this Agreement in a manner which is not arbitrary, capricious, or discriminatory with regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in, or in association with the activities of any teacher organizations.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights s/he may have under the Michigan General School Laws, or other applicable laws and regulations.
- D. The Association, and its representatives, shall have the right to use school buildings at all reasonable hours for meetings, provided that this shall not interfere with, or interrupt, normal school operations, provided established procedure is followed in requesting such use.
- E. Duly authorized representatives of the Association and their respective affiliates, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with, or interrupt, normal school operations, provided established procedure is followed in requesting such use.
- F. The Association shall have the right to use school facilities and equipment normally used for instructional purposes at reasonable times, when such equipment is not otherwise in use, provided established procedure is followed in requesting such use. The Association shall pay for reasonable cost of all materials and supplies incidental to such use.
- G. The Association shall have the right to post notices of its Activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be provided in each school building. Such teacher bulletin boards shall not normally be accessible to students. The Association may use the district mail service and teachers' mail boxes for communications to teachers, provided there is no additional expense to the school district. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.
- H. The Board agrees to furnish to the Association, in response to reasonable requests, all information in the format available concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings except executive sessions, treasurer's reports, census and membership data, names and addresses of all teachers, and such reasonably available information as will assist the Association in negotiations and in the processing of any grievance or complaint.

- I. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except that such teachers shall conduct themselves in their private and personal life in a manner consistent with the Code of Ethics of the Teaching Profession and their professional standing in the community. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teachers, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- J. The Board and the Association pledge themselves to make available public education to every student of the Carman-Ainsworth Community Schools without regard to race, creed, religion, sex, color or national origin, and seek to achieve full quality of educational opportunity to all pupils.
- K. No employee covered by the terms of this Agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities prior to the reaching of this Agreement. All persons, upon ratification are immediately restored to both regular and/or extra duties.
- L. A total of thirty (30) days without cost to the Association, shall be granted for professional use at the discretion of the officers of the Association. Additional Association days may be purchased at the current substitute rate upon request by the Association President and will be authorized by the Director of Personnel.

#### ARTICLE IV

##### ASSOCIATION SECURITY

- A. All teachers as a condition of continued employment shall either:
  - 1. Sign and deliver to the Association within sixty (60) days of the commencement of employment a membership form authorizing payment of the dues and assessment of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year, or
  - 2. Cause to be paid to the Association a service fee equivalent to the dues and assessment of the Association (including the National and Michigan Education Associations) within sixty (60) days of the commencement of employment.



3. In the event the service fee or membership dues and assessments shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his/her services shall be discontinued at the end of the current semester. The refusal or failure of any teacher to comply with the provisions set forth in Section A, 1 and 2 above is recognized as just and reasonable cause for termination of employment.
  4. The Association assumes the obligation of transmitting either membership forms or service fee forms to the Board for purposes of payroll deduction.
  5. The Association agrees to assume the legal defense of any suit or action brought against the Board as a result of Section A of Article IV of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against it as the result of said suit or action.
    - a. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of this Section or the damages which may be assessed against the Board by any court or tribunal.
    - b. The Association has the right to choose the legal counsel to defend any said suit or action.
    - c. The Association shall have the right to compromise or settle any claim made against the Board under this Section.
    - d. The word, "Association", as used in Section A of Article IV includes the Carman-Ainsworth Education Association and the Michigan Education Association and indicates that both are a party to and jointly responsible for items outlined in Section A of Article IV.
    - e. Article IV, Section A, shall be effective only upon written acknowledgement by the Michigan Education Association that they are a party to and jointly responsible for items outlined in Article IV, Section A. Section A, Number 5, shall not be retroactive to any school year preceding 1971-72.
- B. The Board shall furnish the Association the names of all new teachers (with current addresses and school assignments) as they are hired. This Section shall go into effect as of ratification.

- C. The deduction of membership dues shall be made from the second paycheck each month for ten (10) months beginning in September and ending in June of each year, and the Board agrees to remit to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
- D. The Board shall also make payroll deductions upon written authorization from teachers for annuities, credit union, savings bonds, or any other plans or programs jointly approved by the Association and the Board.
- E. Payroll deduction shall be available for all additional MESSA programs.

ARTICLE V

TEACHING CONDITIONS

The parties recognize that optimum school facilities for both students and teacher are desirable to insure the high quality of education that is the goal of both the Association 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 toward insuring that energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class sizes shall not exceed, except in instances of voluntary experiments, the following standards:

	<u>Max./Class</u>
1. GENERAL EDUCATION: <u>Elementary</u>	
Kindergarten	26
Grades 1-2	27
Grades 3-6	29
Early Multi-age	27
Later Multi-age	29
2. ELEMENTARY SPECIAL AREAS	
A. Gym, Music, Art	During staffing these positions will be equalized to the extent possible within facility limitations
B. Resource	100 slots

3. MEDIA

During staffing these positions will be equalized to the extent possible

4. GENERAL EDUCATION: Secondary      Scheduled      Max./Class

English	25	27
Reading Lab	25	25
9th Grade Writing Lab	25	25
Senior High English I	25	25
Reading - Junior High	16	20
Social Studies	30	31
Math		
Advanced	33	34
Intermediate	27	29
Basic	25	25
Computer Science/Literacy	27	29
Science	30	31
IIS Science	25	25
Language	25	27
Business	30	31
Typing	30	34
Industrial Arts	25	27
Drafting	25	27
Vocational Educ.	25	27
Homemaking	25	27
Art	25	27
Health	30	31
Physical Educ.	32	35

5. GENERAL EDUCATION: Combination classrooms

When two or more grade levels at the elementary level or two or more subjects at the secondary level are combined within the same classroom or class period, the maximum class size will be reduced two students for each grade or level added below the maximum class size for the subject level or the grade having the lowest class size which is included in the combination. This does not apply to multi-age programs at the elementary level. At the elementary level attempts will be made to equalize the number of students per grade level in a split classroom.

6. SPECIAL EDUCATION

Maximums in each case shall be those established in applicable State and Federal law. Where a teacher is assigned to more than one special education area, the student maximums will be a proration of the maximums established in applicable State and Federal Law.

7. The Director of Personnel will make class size information available upon written request to the Association no later than August 15.
8. The Association recognizes that building progress or emergency situations affect student class size. In the event that circumstances exist that are beyond the Board's control, the Board and Association will meet to work out a solution.
9. Any K-6 Multi-grade (split) classrooms will be assigned as follows:
  - a. The lowest seniority teacher in the affected group will be assigned to the split. If the assigned teacher requests;
  - b. a volunteer for exchange of positions will be sought from within the building. If there is none, and the assigned teacher requests;
  - c. a volunteer for exchange of positions will be sought from within the district. If there is none;
  - d. the assigned teacher remains in the split position.
  - e. Should an exchange of positions take place both persons will be returned to their original assignments or positions at the completion of the school year, providing they have the seniority to hold that position.
10. Consideration will be given to facility capacity when scheduling classes.

B. 1. HIGH SCHOOL COUNSELING SERVICES

High school counseling services shall not exceed the ratio of 375 to 1. High school counselors shall be employed in each senior high school during the two week period prior to the official school date for the employment of teachers. Total days allocated for high school pre-school counseling will be determined on a ratio of one day per fifty students enrolled on July 30 in grades 10-12.

When 9th grade students are in the high school building they shall be considered part of the counseling ratio.

2. JUNIOR HIGH COUNSELING SERVICES

Junior high school counseling services shall not exceed the ratio of 400 to 1. Junior high school counselors shall be employed in each junior high school during the two week period prior to the official school date for the employment of teachers. Total days allocated for junior high school pre-school counseling will be determined on a ratio of one day per fifty students enrolled on July 30 in grade 9.

When sixth graders are in the junior high building, they shall be considered part of the counseling ratio.

### 3. ELEMENTARY COUNSELING SERVICES

Counseling services at the elementary level shall not exceed the ratio of 500 to 1. This ratio shall establish total number of counselors necessary at the K-6 level. It shall not be used to establish a need in individual buildings. Additional counseling time shall be added when the total number of K-6 students in the district exceeds the maximum number by at least 251 students, at which time a minimum of 0.5 counselors shall be added.

- C. The Board agrees at all times to keep the school adequately equipped and maintained.
- D. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school, and include therein all texts which are reasonably requested by the teachers and approved by the principal of that school.
- E. The Board agrees to make available in each school adequate typing and duplicating facilities and to aid teachers in the preparation of instructional materials.
- F. The Board shall provide:
  - 1. Separate desks with drawer space for each teacher in the district.
  - 2. Suitable closet space for each teacher to store coats.
  - 3. Adequate chalkboards and bulletin board space where needed.
  - 4. Teacher's editions, if available from the publisher, exclusively for each teacher's use, of all texts used in each of the courses s/he is to teach.
  - 5. A suitable dictionary in each classroom, if requested by the teacher and approved by the building principal.
  - 6. Adequate storage space in each classroom for instructional materials.
  - 7. Appropriate attendance books and adequate quantities of paper, pencils, pens, chalk, erasers, and other materials required in daily teaching responsibilities.
  - 8. Smocks as requested by the teacher and approved by the building principal, which are cleaned weekly, for teachers in the following areas: home economics, industrial arts, art, and science (lab courses).

- G. Under no condition shall a teacher be required to drive a school bus as part of his/her regular assignment.
- H. The Board shall continue to provide in each building, restrooms and lavatory facilities exclusively for teachers and at least one (1) appropriately furnished teacher's lounge. Supplies and furnishings shall be of at least moderate quality.
- I. Telephone facilities shall continue to be made available to teachers for professional use. These facilities and their locations shall be determined by a conference between each building principal and Association Representative.
- J. A vending machine, or machines, for beverages may be installed in the faculty lounge in each building by the Association. Management and service of said machine shall be the responsibility of the Association. Local buildings shall keep profits and assume any losses.
- K. All teaching hours and schedules shall be developed within the following parameters:
1. All elementary teachers shall be entitled to a duty free uninterrupted forty-five (45) minute lunch period. Secondary teachers shall be entitled to at least a thirty minute (30) duty free uninterrupted lunch period.
  2. All K-6 teachers shall have regularly scheduled planning time of at least 250 minutes per week, which shall be scheduled in blocks of at least (25) consecutive minutes, with at least one such block scheduled each day. Whenever possible elementary planning periods shall be scheduled in blocks of fifty (50) minutes. All secondary teachers shall have one (1) regularly scheduled planning period of at least fifty five (55) minutes per day.
  3. An elementary teacher's daily schedule must not exceed a  $7\frac{1}{4}$  hour continuous block of time. A junior and senior high teacher's schedule shall not exceed a  $7\frac{1}{2}$  hour block of time.
  4. No teacher shall be required to report earlier than 7:15 a.m. nor work beyond 4:00 p.m.
  5. No teacher shall be required to supervise during his/her lunch period. Student lunch supervision may be made both a part of and in place of regular class assignment. Supervision during a teacher's lunch period is voluntary in exchange for an equal number of minutes in early teacher dismissal.

Secondary teachers will not be assigned student break supervision during both a.m. and p.m. sessions.

6. Kindergarten sessions shall coincide with building schedules.
7. Elementary teachers will be released from duty during recess periods except when scheduled for supervision.
8. Teachers having a first (1st) period shall report to their immediate classroom area fifteen (15) minutes prior to the start of their first class, and are to use this time for the conduct of professional duties which shall include, but not be limited to, supervision of students. Teachers scheduled for the last instructional period of the day shall remain in their classroom area, except in cases of emergency, ten (10) minutes after classes are dismissed. All teachers lunch periods shall be scheduled between 10:30 a.m. and 2:15 p.m.
9. When a building schedule is to be realigned the following procedure shall be followed:
  - a. Following consultation with the teachers involved, the building principal will develop individual building schedule options within the parameters.
  - b. Proposed schedules are subject to approval by a majority of the building faculty in a secret ballot vote conducted by the Faculty Advisory Council.
  - c. Notice of proposed change of schedules shall be forwarded to the Association President forty-eight (48) hours prior to vote.
10. Teachers who teach in more than one (1) building shall have time provided for travel outside of lunch and preparation times provided for in this Article. Such time for travel will be granted from the fifteen minutes of supervision time before the teacher's first class and the ten minutes of supervision after the teacher's last class that is the obligation of all other teachers.
11. The maximum weekly teaching load will be five (5) unassigned preparation periods and twenty-five (25) contact hours which shall include passing time. Secondary teachers shall be assigned to no more than five (5) classes per day.
12. The master schedule of each secondary building for the current school year will be mutually reviewed by the Board and the Association prior to the first day of school.
- L. When the media specialist and/or librarian is not on duty in the library, only certificated personnel or responsible adults shall supervise the students in the library.

- M. Nothing in this Article shall be interpreted to prevent any teacher from volunteering for emergency teaching assignments.
- N. Each school unit shall have allocated to it the sum of twenty (\$20) dollars per full time teacher (pro-rated for fractional teachers) per year for the purchase of instructional supplies and equipment over and above the pupil allotment. Said funds shall be controlled and administered by the building principal (on a departmental basis at the secondary level), but shall be used exclusively to honor requests of teachers, for instructional materials. Purchases made directly by teachers shall require prior approval and proper invoices for payment.
- O. Teachers shall not be required to work under unsafe, or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- P.
  - 1. Whenever it is known that school is not to be in session because of lack of heat or water, or because of weather conditions, students and teachers shall have notification as soon as practical prior to the time school is to begin and teachers shall not be required to report for work.
  - 2. If school is in session and students are sent home because of lack of heat or water, or weather conditions, teachers shall be relieved of duty when students have been dismissed.
- Q. The Association and the Board recognize that professional responsibilities are not confined to the normal teaching day. While the above teaching hours may define the normal teaching day, it is also recognized that there may be professional duties outside the normal teaching day. In case of emergency, teachers are obligated to assist and supervise children after regular working hours. Individual parent initiated conferences shall be scheduled, except in extenuating circumstances, within three (3) working days of the parent request by the teacher at a time that is convenient to him/her.

## ARTICLE VI

### LEAVE PAY

- A. At the beginning of each school year, each teacher shall be credited with twelve (12) days to be used for absences of the teacher for reasons outlined in C below. The unused portion of such allowance shall be accumulated to 180 days.



B. Of the twelve (12) days allowed above in Paragraph A, two (2) days may be used as personal days upon request, with at least twenty-four (24) hours notice, except in emergency situations, to the immediate supervisor. Personal days shall not be used to extend a vacation, holiday or travel time related thereto. Personal days may be used immediately preceding or following a holiday or vacation when the necessity for the day clearly falls beyond the control of the teacher. Additional personal days may be earned as outlined in Schedule K. Earned personal days may be carried as whole days into the next year. Any days not used by the end of the year following the year earned will become leave days as outlined in Article VI, paragraph A. Hours earned that are less than the amount needed to equate to a day as outlined in Schedule K cannot be carried over and will be compensated for at the rate set in Schedule E.

C. Leave days may be used for the following:

1. Personal illness or disability. The teacher may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy.
  - a. If the Board has reason to suspect abuse of leave days a teacher may be asked to provide verification of illness or disability. Such requests for verification will only be made after the teacher has been notified, in writing, of suspected abuse.
  - b. For a continuing illness or disability, the teacher may be asked to supply verification upon request.
2. Illness of an immediate family member. Serious illness or medical care of the spouse, son or daughter, or other dependent which requires the presence of the teacher in order to provide the necessary care, or critical illness of the spouse, child, parents or in-laws.
3. Death in the family. For the teacher's use in case of death in the immediate family. The immediate family will include residents of the employee's household, dependents, parents, parents-in-law, children, grandparents, grandchildren, and any person who has acted in loco parentis for the employee or vice-versa.
4. Death of close friends or relatives outside the immediate family. No more than three (3) days including travel to attend the funeral of a close friend or relative outside the immediate family.
5. Travel. A reasonable length of time for travel is included in all allowances.

- D. Leave with pay, not chargeable against the teacher's leave allowance or personal leave days shall be granted for the following reasons:
1. Jury Duty -- Absence when a teacher is called to jury duty.
    - a. The teacher is to report to the principal when called for jury duty.
    - b. If a teacher serves, any remuneration paid for jury duty shall be returned to the school district upon receipt, excluding expenses.
  2. Court appearances as a witness in any case connected with the teacher's employment, or the school. If subpoenaed in a case involving the public interest s/he shall be granted leave pay. Any remuneration shall be returned to the school district upon receipt, excluding travel expense.
  3. Administration approved visitation to another school, or approved educational conference or convention.
  4. Time necessary to submit to selective service physical examinations.
- E. If the Board has reason to believe that a teacher is unable to satisfactorily perform his/her professional duties when assigned to a position, or requesting to return to a position, then the Board may require the teacher to submit to a medical examination by a physician of the Board's choice at the Board's expense. A teacher may submit a report of examination by his/her own physician which shall be considered in conjunction with the Board's report in any decision regarding the teacher.
- F. Sick Leave Bank Policy
1. The Association will operate a sick leave bank on a mandatory basis. The Association will establish a committee to administer the sick leave bank and to provide the information whereby the Business Office will keep the records. The Director of Personnel will serve in the capacity of an advisor to the committee. Within thirty (30) days of ratification of this Agreement, the committee shall develop sick bank guidelines. The Association shall make the sick bank guidelines available to each teacher within the ten (10) days of completion of the guidelines. The Association shall appraise teachers in a timely fashion of guideline changes thereafter.
  2. Each employee will donate one (1) day of his/her leave to the bank whenever the bank is depleted to 1,000 days. In addition to the above, every teacher new to the district will donate one (1) day of his/her leave per semester for his/her first year of his/her employment.

3. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations.
  4. A person will not be able to withdraw the contributed days.
  5. The first fourteen (14) consecutive work days of illness or disability will not be covered by the bank but must be covered by the person's own accumulated leave of absence without pay.
  6.
    - a. A person credited with less than fifty (50) leave days at the beginning of the school year will not be able to use days from the bank until his or her leave days are depleted.
    - b. A person credited with fifty (50) or more leave days at the beginning of the school year will not be able to withdraw days from the sick bank until his or her leave days are depleted to fourteen (14) days.
  7. An individual may withdraw the number of days from the bank necessary to result in no loss of wages for one year, subject to number 6 above.
  8. Persons withdrawing leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
  9. Any teacher who leaves the employ of the Carman-Ainsworth Community Schools shall donate one third of his/her unused leave to the sick bank.
  10. Should the Association require an employee to be evaluated by a physician of the Associations choice prior to determining his/her eligibility or continuing eligibility, the results of such an evaluation will be shared with the Administration and will become part of the employee's personnel file.
- G. The Board agrees to make every effort to maintain an adequate list of substitute teachers. Teachers shall be informed by the first day of school of the procedure they are to follow to report unavailability for work. Teachers will not be penalized if, in cases of emergency, they are not able to follow the procedure. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- H. Absence due to injury or illness incurred in the course of the teacher's employment shall be charged against the teacher's leave days on a prorated basis, and the Board, on this basis, will pay the difference between the teacher's daily rate and the benefits received under the Michigan Worker's Compensation Act for the duration of such absence.

## ARTICLE VII

### SABBATICAL LEAVES

- A. After a teacher has been employed at least seven (7) consecutive years and/or at the end of each additional seven (7) or more consecutive year periods, s/he is eligible for a sabbatical leave for professional improvement subject to the following conditions:
1. The Board may grant sabbatical leave up to four (4) teachers for a period not to exceed two (2) semesters at any time.
  2. The teacher must hold a Permanent, Continuing or Life certificate.
  3. The teacher obligates him/herself to return for one (1) year, otherwise the grant becomes a loan to be repaid within one (1) year with no interest for the first six (6) months. After six (6) months any unpaid balance shall be assessed at an interest factor of six percent (6%) per annum.
  4. During the sabbatical leave, the teacher shall have a contract and shall be considered in the employment of said Board.
  5. The teacher shall be paid a minimum of one-half (1/2) his/her full annual salary (or more, dependent upon the nature of said leave) and full fringe benefits, provided said teacher does not utilize approved sabbatical leave for gainful employment elsewhere.
  6. A teacher on sabbatical leave shall be allowed credit towards retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan School Employees Retirement Board. The Board shall reimburse the teacher 5% of the earliest qualifying salary to allow said teacher to purchase a full years credit for retirement. It is the teachers obligation to complete said purchase within two (2) years of the completion of the sabbatical leave. Failure to do so within this time limit negates any responsibility for reimbursement on the part of the Board.
  7. A teacher, upon return from a sabbatical leave shall be restored to his/her teaching position or, if it does not exist, to a position of like nature. Credit shall be given to all seniority and leave accumulated prior to paid leave and seniority shall accrue for the duration of said leave. Full credit shall be given for salary as though the teacher had not been on leave.

## ARTICLE VIII

### UNPAID LEAVES OF ABSENCE

#### A. Conditions of Unpaid Leaves

Leaves of absence without pay shall be granted subject to the following conditions:

1. Teachers must have attained tenure status in the district.
2. When a leave is for less than one semester its expiration must be the last day of the semester in which the leave occurs. A leave may not extend into a school year following the one in which the leave commenced.
3. Requests for leaves shall be in writing to the Director of Personnel and shall contain the type of leave requested, the reason(s) for such leave, the duration of the leave and the expected date of return to employment.
4. The teacher shall deliver the request for leave to the Director of Personnel at least sixty (60) days prior to the date on which the leave is expected to commence. Exceptions may be made at the discretion of the Director of Personnel.
5. All leaves are subject to Board approval.
6. A teacher shall be notified whether or not leave is granted within thirty (30) working days of receipt of application.
7. Leaves shall be granted to those teachers who meet the conditions of leave as set forth in this Agreement except in cases of personal, public office, exchange and study leaves which shall be at the discretion of the Board.

#### B. Leaves may be granted for the following purposes:

1. Child Care -- A leave related to the birth and/or care of the teacher's natural or adopted child shall be granted. Such leave shall be extended up to an additional two (2) years upon request of the teacher.
2. Personal Illness and Disability -- A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave may be renewed each year upon written request by the teacher. Medical insurance will be continued for the initial year. Should such leave be extended four times, prior to any additional extension a probable date of termination of necessity for such leave shall be provided by the physician(s) in charge of the case before any additional extension shall be granted by the Board. Should the physician not be able to provide a date of probable termination of the disability, the employee shall be considered permanently disabled and the District's obligation for future employment shall be terminated.

3. Military Leaves -- Military leaves of absence shall be granted to any teacher who shall be inducted, or shall enlist, for military duty in any branch of the armed forces of the United States. Upon return from such leave the teacher shall be placed at the same position on the salary schedule as s/he would have been had s/he taught in the district during such period, providing discharge or separation is honorable. A maximum of two (2) years credit will be allowed.
4. Association Office -- A leave of absence shall be granted to any teacher upon application for the purpose of serving as an officer or on the staff of the Association, its parent groups or affiliates. Upon return from such leave such teachers may be placed at the same position on the salary schedule as they would have been had they taught in the system during the period.
5. Voluntary Staff Reduction Leave. In the event that a reduction of staff is deemed necessary a teacher who would not be affected by the layoff may elect to take and will be granted leave of absence for one (1) year during the staff reduction irrespective of his/her position on the seniority list.
6. Public Office -- The Board may grant leaves of absence without pay for a teacher to campaign for, or serve in, a public office. This office may be elective or appointive. Any information released by the Board to interested and qualified persons regarding such campaign and/or service shall consist solely of dates of employment in the Carman-Ainsworth Community Schools.
7. Personal Leave -- After a teacher has been employed at least four (4) consecutive years, and/or at the end of each additional four (4) or more consecutive year periods, s/he is eligible for a personal leave.
  - a. Any eligible teacher may be granted said leave provided, however, that the total number does not exceed three percent (3%) or 18, whichever is less, of the current professional staff.
  - b. If the number of applicants for personal leave exceeds three percent (3%) or 18, whichever is less, of the current professional staff, selection shall be made as follows:
    1. Those teachers needing the leave due to an emergency situation which has been agreed to mutually by the Board and Association shall be granted said leave.
    2. All other requests shall be divided into two (2) groups: Group A--Teachers who were granted any leave pursuant to Articles VII and VIII within the last five (5) years; Group B--All other applicants.

3. If Group B is over three percent (3%) or 18, whichever is less, of the professional staff, selection will be by lot.
4. If Group B is less than three percent (3%) or 18, whichever is less, of the professional staff, applicants from Group A shall be selected by lot until a maximum of three percent (3%) or 18, whichever is less, is reached.
8. Study -- A leave related to the teacher's certification major or minor or study required to meet eligibility requirements for a certificate other than that held by the teacher may be granted. Study, research or special teaching assignment involving probable advantage to the school system. If said leave is taken with the mutual consent of both parties, the regular salary increment shall be allowed.
9. Exchange Programs -- A leave of absence may be granted to any teacher upon application for the purpose of participating in exchange teaching programs in other districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teachers' Corps, or Job Corps, as a full time teacher in such programs.

#### C. Return Procedures

1. Teachers on approved leaves of absence shall retain all credits towards illness and disability leaves, seniority, and salary increments accrued prior to the beginning of the unpaid leave. No credit shall accrue during any such leave unless specifically stated in this Collective Agreement.
2. Full seniority and salary credit shall be granted for the semester in which the leave was granted if the employee worked one-half or more of the semester.
3. A teacher on an approved leave of absence shall notify the Personnel Office by April 15 of his/her intent to return for the following school year. A teacher on approved leave of absence who wishes to extend his/her leave for the following school year shall make his/her request for such extension to the Personnel Office on or before April 15 of the current school year. Should such leaves occur after April 15 intent to return or extend shall be indicated in the initial request. Failure to file notice of intent to extend will result in the employee being placed on active employment status for the following school year and assigned in accordance with the applicable provisions of this agreement. The Board will notify the Association President of the status of all teachers on leave including those teachers not conforming to this requirement.

4. All teachers returning from leave pursuant to Article VII shall be offered positions providing they are qualified and certified before any new teacher is assigned.
5. A teacher returning from a leave of one (1) semester or less will be returned to the same position s/he had when said leave commenced or if it does not exist, to an existing position which s/he has sufficient seniority to hold.
6. A teacher wishing to return from a leave of more than one semester will be placed in his/her proper place on the seniority list and will be subject to assignment based on the same criteria as are applied to all other members of the bargaining unit.
7. Unless the teacher is under contract to another educational institution, failure to accept an available position for which the teacher is qualified and certified or failure to notify the Director of Personnel of intent shall be considered a voluntary quit. Notice of acceptance of assignment must be received by the Director of Personnel within ten (10) days of notice of tentative assignment. The Board shall not act to terminate employment for a period of five (5) days after notice to the Association President.
8. The teacher shall be placed on the salary schedule as s/he would have been had the teacher taught in the district during such period only if specifically stated in this Collective Agreement.
9. Nothing in this contract regarding return from leave procedures shall be deemed to supercede the tenure rights of any teachers affected by such return from leave.

## ARTICLE IX

### STAFFING

#### A. SENIORITY

1. A seniority list shall be prepared by the Board and verified by the Association. Seniority is defined as length of active service within the bargaining unit subject to restrictions included in this Collective Agreement. It is the individual employee's responsibility to notify the Director of Personnel of any changes or anticipated changes in certification, in endorsements and in majors and minors. Such notice must be given prior to April 15th if to be used in making assignment from the current seniority list, and appropriate documentation provided as soon as available. When two (2) or more employees have the same years of service they



A. SENIORITY continued

- will be ranked in order of their respective dates of hire. When two (2) or more employees have the same years of service and the same date of hire, they will be ranked in order of their respective Board approval dates. When two (2) or more employees have the same years of service, the same date of hire and the same Board approval date, the individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teachers so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance.
2. The seniority list including seniority date, Board approval date, years of service, type of certification, majors, minors, current assignments, salary step, salary for the current year and leave status shall be published and posted conspicuously in all buildings of the district by January 15 of each school year. Revisions and updates of the seniority list shall be published and posted prior to the date assignments are made for the following school year, but no later than the last day of school. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
  3. Any bargaining unit member who shall be transferred to a supervisory or executive position and shall later return to teacher status shall accrue seniority from effective date of employment subject to Section A, 5 of this Article, and be placed on the seniority list accordingly at the time of return to teaching duties. Bargaining unit members transferring to supervisory or executive positions after September 1, 1980 shall have their seniority frozen at the total number of years service in the bargaining unit.
  4. All seniority is lost when employment is severed by resignation, retirement, discharge for cause or transfer to a non-bargaining unit position other than in 3 above; however, seniority is retained if severance of employment is due to layoff. In cases of layoff teachers so affected retain all seniority accumulated as of the effective date of layoff.
  5. Teachers shall be credited with all seniority accrued during leaves granted prior to September 1, 1978, including those granted for the 1978-79 school year. In no case shall seniority credit be given during leaves granted after September 1, 1978 or extending beyond June 30, 1979 unless allowed for elsewhere in this Agreement. Part-time teachers shall accrue seniority for the portion of the day or year for which they are employed. Full seniority credit shall be given for a semester if a teacher completes one-half or more of a semester. Seniority earned during any one school year may not exceed the equivalent of one full year.

B. PLACEMENT

1. Every effort will be made to employ, for regular positions, only teachers holding a Provisional, Permanent or Continuing Certificate and who have received their training from a college or university accredited by the NCATE. The Board will actively recruit additional minority teaching staff.
2. The employment of teachers with special certificates is to be permitted only in cases of absolute necessity, after conferring with the Association.
3. Teachers shall not be assigned, except for good cause, outside the scope of their teaching certificates, or their major or minor field of study.
4. A vacancy within the bargaining unit shall be defined as a current or new position which the school is attempting to fill and which lasts or is expected to last more than ninety (90) work days or more than one (1) semester.
5. For purposes of this Agreement the school district shall be considered to be under a condition of staff reduction when the number of full time equated (FTE) teachers is to be reduced for the following school year. Full time equated teachers added because of new programs shall not be considered in this calculation.
6. All vacancies whether full or partial shall be posted. Postings shall be by mutual consent of the parties when the district is considered under a condition of staff reduction.
  - a. Whenever a vacancy is to be posted within the district, the Board shall publicize the same by giving written notice of such vacancy and necessary qualifications to the Association and providing appropriate posting in every school building, office and faculty lounge. During the summer recess, adequate notice shall be given to the Association for publication.
  - b. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Board's authorized representative within the time limit specified in the notice. In filling such vacancy, the Board will give due weight to the background and service of those presently employed in the district.
7. Assignment to posted or non-posted positions cannot cause the reduction in whole or in part of another assigned teacher's position, or cause the layoff of actively employed teachers outside of their seniority ranking.

8. Laid off teachers shall be recalled to a vacancy for which they are certified and qualified in order of seniority.
9. No new staff shall be hired until all staff on leave or layoff in accordance with this Article have been offered an opportunity in writing to return to active employment to a position for which they are certified and qualified.
10. The Association recognizes that when a vacancy occurs after the Fourth Friday, it may be difficult to fill them without undue disruption to the existing instructional program. Such vacancy may be filled on a temporary or tentative basis until the end of the semester at which time the position will be considered vacant. A teacher assigned pursuant to this paragraph must be so informed in writing, at the time s/he is assigned.
11. Requested transfers to posted positions:
  - a. Requests by a teacher for transfer to a posted position shall be made in writing on the form provided, to the Building Principal and Director of Personnel. If the teacher does not receive the position s/he will remain in his/her original position.
  - b. Requests by a teacher for transfer shall be made within five (5) working days of posting during the school year or within fourteen (14) calendar days during the summer recess. In determination of requests for voluntary reassignments and/or transfers, the convenience and wishes of the individual teacher will be honored to the extent that they do not conflict with the instructional requirements of the school system. If more than one teacher has applied for the same position, the teacher best qualified for that position shall be appointed. When a position is filled, all unsuccessful applicants shall promptly be notified in writing.
  - c. Any K-6 multi-grade (split) classrooms will be assigned as follows:
    1. The lowest seniority teacher in the affected group will be assigned to the split. If the assigned teacher requests;
    2. a volunteer for exchange of positions will be sought from within the building. If there is none, and the assigned teacher requests;
    3. a volunteer for exchange of positions will be sought from within the district. If there is none;
    4. the assigned teacher remains in the split position.
    5. Should an exchange of positions take place both persons will be returned to their original assignments or positions at the completion of the school year, providing they have the seniority to hold that position.

12. Requested Transfers to Non-posted Positions

Teachers requesting transfers to non-posted positions will be placed on the unassigned list and assigned to the first vacancy, according to seniority, for which s/he is certified and qualified. Preference sheets will be used to determine transfers.

13. If assignments are not made in accordance with this Article the Association may challenge the assignment. If, after discussion the challenge has not been resolved, the matter may be transmitted by either party to arbitration, as provided in Article XVIII, Section D-Level IV, except that expedited arbitration shall be used unless otherwise agreed by the Board and Association.

14. Any bargaining unit member whose five (5) hour assignment includes released time for a special project, not related to a particular grade level or department shall be staffed for a complete assignment in the grade level/department in which the remaining portion of his/her assignment is scheduled.

15. Qualifications for placement in position shall be based on:

- A. Grades K-3
  - 1. K-8 certification or certificate endorsement, and
  - 2. successful teaching experience at the K-3 level including student teaching experience.
  - 3. If a K-8 certified teacher becomes unassigned and the only vacancy is at the K-3 level, involuntary transfers can be made to accomplish the least senior person being laid off.
- B. Grades 2-6
  - 1. K-8 certification or certificate endorsement, and
  - 2. successful teaching experience at the grades K-8 level.
- C. Special Areas  
(art, music  
phy. ed.,  
resource,  
preschool,  
reading  
consultant)
  - 1. K-8 certification or certificate endorsement, and mandatory outside funding source requirements, and
  - 2. a major or minor or the equivalent hours in the specific teaching area, or
  - 3. successful teaching in the past five (5) years in the specific discipline.
- D. Grades 6-8
  - 1. K-8, 6-12, 7-12, or K-9 certification or certificate endorsement and a major or minor or the equivalent hours in the specific teaching area, or

D. Grades 6-8  
continued

2. Certification as above and student teaching experience in the discipline or successful teaching experience during the past five (5) years in the discipline with sufficient hours to meet North Central qualifications effective 8/26/88.

E. Grades 9-12

1. 9-12 certification or certificate endorsement and a major, minor, or the equivalent hours to meet North Central qualifications in the specific discipline, or
2. Certification and student teaching in the specific discipline or successful teaching experience in the specific discipline during the past five (5) years, with sufficient hours to meet North Central qualifications.

F. All Grades

Special certification and qualification as required by law, and/or mandatory outside funding source requirements.

16. Supplementary and extra assignments shall be performed by teachers who are members of the Carman-Ainsworth Education Association providing the applicant meets the qualifications posted for the position.
17. Assignments enumerated in Schedules B, C, D, E shall not be obligatory but shall be with the consent of the teacher.
18. When the school district is under a condition of staff reduction, staffing shall be as follows. Beginning with the first name on the seniority list each individual shall be placed in an assignment in the following order of priority:
  - a) Current assignment.
  - \*b) Another department or grade in their current building for which they are certified and qualified.
  - \*c) Current grade or department in another building for which they are certified and qualified.
  - \*d) Another grade or department in another building for which they are certified and qualified.
  - e) If no position is available in any grade or department for which the individual is certified and qualified, in any building, the individual will then be laid off.

\*If a choice of building, grade or department is a factor, the teacher's choice shall be honored unless it would force the layoff of another person.

19. When the district is not under a condition of staff reduction, staffing shall be in accordance with Section B, 1-17, of this Article.

C. LAYOFF

1. When a reduction in personnel is necessary, teachers will be laid off in reverse order of seniority according to certification and qualifications as per Section B, 15 of this Article.
2. During leave of absence as set forth in Article VIII or during layoff a teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums at the Board office by the 10th day of each month. This Section is contingent upon approval by the respective insurance carrier and must be implemented according to administrative directive.
3. Any teacher who would qualify to retire at the end or during the next year and would be laid off shall be permitted to teach that year so as to acquire needed service. This provision may be invoked once by an individual.
4. The fact that a teacher is placed on layoff shall not result in loss of status or credit for previous years of service, but seniority shall not accrue during said layoff. Upon return to the district s/he will receive full credit on the salary schedule for certified teaching service prior to and during the layoff.
5. Layoffs when necessitated shall be effectuated in the following manner:
  - a. The Association shall be given an opportunity to provide input to the Board regarding possible cuts or reinstatement of programs and/or services prior to Board action or public notice. The Board shall develop and provide to the Association, following consultation with the Association, staffing needs for each building including grade levels, subjects, special instruction (art, music, etc.) special education, and the number and title of each position required for programs not based at a school (traveling staff).

The list of positions shall be given to the Association prior to assignments being made.

1. Non-classroom positions will include the following:  
reading consultants, media specialists, school psychologists, social workers, teachers of the speech and language impaired, counselors, subject area coordinators.

2. When non-classroom positions are eliminated, personnel employed in these positions will move to classroom positions for which they are certified, qualified, and according to the rank they hold on the seniority list of the bargaining unit. Whenever reduction in staff is due to lack of revenue, money for Schedules B, C, D, and E will be reduced at a higher rate than the rate of reduction for all non-classroom and classroom positions.

## ARTICLE X

### STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Since the teacher's authority and effectiveness in the classroom are undermined when students discover that there is insufficient administrative backing and support of the teachers, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Principal will take reasonable steps to assist the teacher with respect to such pupil. However, the Principal will take immediate steps to refer the student to the appropriate agency upon written notification by the teacher.
- B. A teacher may use such reasonable physical force as is necessary on the person of any pupil to protect him/herself from attack, or to prevent injury to another student or for the purpose of maintaining discipline.
- C. A teacher may exclude a pupil from the classroom when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. At the secondary level a pupil may be excluded from that class for that day, and at the elementary level for no more than half a day.

In such cases the teacher will furnish the principal, as promptly as his/her teaching obligation will allow, full particulars of the incident.

- D. Suspension of students from school may be imposed only by a principal, or his/her designated representative. School authorities will endeavor to achieve correction of student behavior through counseling and interviews with the child and his/her parents, when warranted. Transfer of the student to another teacher, or other measures, short of suspension, will first be exhausted. When a teacher has one or more pupils in class who constitute serious behavioral problems, appropriate action shall be taken by the building principal.

- E. Any case of assault upon a teacher shall be promptly reported to the building principal. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities. This does not contemplate providing legal counsel for litigation.
- F. Time lost by a teacher in connection with any incident mentioned in Item E of this Article shall not be charged against the teacher, provided the teacher is not found to be liable or negligent by a court of competent jurisdiction.
- G. If assaulted while on duty for the school district, the Board will fairly reimburse a teacher for any losses, damage, or destruction of clothing or personal property of the teacher.

The Board will reimburse a teacher, who while on duty, suffers loss, damage or destruction of personal effects in his/her immediate possession, excluding instructional materials, due to acts against him/her resulting from discharge of his/her duties and provided such loss shall not be the result of his/her negligence or misconduct, and provided it shall be promptly reported in writing and substantiated to the administrator in charge. Personal effects as used in this Paragraph means effects normally carried on one's person, such as a watch, ring, glasses, etc.

- H. The Board shall not recognize any complaint against any teacher by a parent or guardian unless the following procedures are followed:
  - 1. The complaining party shall first attempt to resolve the problem with the teacher involved, or as an alternative will confer with the building principal. At the request of either or both the complainants and teacher involved, the principal shall attempt to arrange a conference between all parties concerned in order to resolve the problem. If, however, either s/he or the complainant or the teacher object to a conference of all parties, the principal shall discuss the matter with the parties involved separately. In any event, the teacher shall be notified of the problem as soon as practical.
  - 2. Should the problem be placed on the agenda of the Board of Education the teacher involved shall be furnished a written statement containing the details of the complaint. This written statement shall be provided by the building principal(s) in advance of the meeting with the Board to which meeting the parties are invited to attend. The Association shall be notified of this meeting and shall have the right to be represented.



3. No action under this Section shall be taken upon any complaint directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file, unless the matter is promptly reported in writing to the teacher concerned. If any question of professional ethics is involved, the Association shall be notified.
- I. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence, for any damage or loss to person or property.

## ARTICLE XI

### PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with rules, regulations, and directions adopted by the Board, or its representatives, which are not inconsistent with the provisions of this Agreement.
- B. Both parties recognize that willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline shall be promptly reported to the offending teacher. The Association will use its best efforts to assist the teacher in correcting breaches of professional behavior.
- C. No teacher shall be disciplined, including reprimand, suspension with or without pay, demoted, or discharged without just cause. All information forming the basis for disciplinary action including written warnings and reprimands will be made in writing to the teacher and the Association within ten (10) days of such disciplinary action. All copies will be noted on the original. Reprimanding shall be done in person or by certified letter.
- D. The Board agrees to follow a policy of progressive discipline which includes verbal warning, written warning, reprimand, suspension with pay, suspension without pay, and discharge. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated such action.
- E. A teacher shall at all times be entitled upon request to have a representative of the Association present.
- F. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file(s) as provided by law. (PA 397 of 1978).
- G. No polygraph or lie detector shall be required by the Board in any investigation of any teacher covered by this Agreement.

## ARTICLE XII

### TEACHER EVALUATION

- A. The work performance of probationary teachers shall be evaluated in writing at least three (3) times during the school year. No later than March 15 of each probationary year, the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore, and his/her rights under the Tenure Law, in writing.
- B. The work performance of tenure teachers shall be evaluated at least every two (2) years. The final written evaluation of tenure teachers will be submitted to the Personnel Office at least ten (10) days before the end of the school year.
- C. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- D. Evaluations shall be conducted by the teacher's immediate supervisor, or an administrator working in the same building or otherwise familiar with the teacher's work.
- E. A copy of the written evaluation shall be submitted to the teacher within ten (10) days of the time the teacher is observed for evaluation purposes. If either the teacher or the evaluator wishes to review the evaluation report with the other, such review shall be expeditiously arranged and held.

## ARTICLE XIII

### ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality consistent with the general welfare of the school district and the community.

- B. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed, both to safeguard the legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of a democratic society.

#### ARTICLE XIV

##### SPECIAL STUDENT PROGRAMS

- A. Diagnostic and Special Education services when provided shall be provided in accordance with Federal laws, State laws and applicable Genesee Intermediate Plan.
- B. The parties recognize that children having special physical, mental, and emotional problems who are defined as "handicapped" through an Individualized Educational Planning Committee may require special education experience and that their presence in regular classrooms without appropriate programming may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. It shall be the teacher's responsibility to refer to the principal for possible special education services, any student assigned to his/her classroom who in the teacher's professional judgement is suspected of having a handicapping condition as defined by applicable State and Federal law.

The procedure for referring students for special education services shall be outlined in an administrative regulation.

- C. The Board, to assist the teacher, will provide a psychometric testing program administered by school psychologists so as to better meet the needs of special students.
- D. Should there be a need, one position per year shall be available for entry and the gaining of service time necessary to complete the requirements for LD/EI teacher consultant certification with the following stipulations:
  1. The Administration has the flexibility to change staffing assignments of LD/EI teacher consultants so as to make available an assignment for which the entering basic classroom teacher can qualify.
  2. The effects of the assignment changes will be to remove the least senior LD/EI teacher consultant from his/her position and put in position a more senior LD/EI certified teacher.
  3. At the end of the training period any person displaced and having seniority to hold an LD/EI teacher consultant position shall be returned to his/her original position leaving the trained LD/EI teacher consultant unassigned with all assignment rights under Article IX of the Master Agreement.

ARTICLE XV

FACULTY ADVISORY COUNCILS

- A. In each building there shall be an elected Faculty Advisory Council. The building staff shall establish this Council by September 15 of each year. The first meeting shall be held by September 30 and as often as necessary thereafter, but at least once per month.
- B. Membership in this Council shall consist of the following:
  - 1. The building principal who shall be one of the co-chairpersons.
  - 2. The Head Association Representative who shall be one of the co-chairpersons.
  - 3. One member to be elected from each department or grade level.
- C. The co-chairpersons will be responsible for, but not limited to, the following:
  - 1. Developing agendas with input from the staff.
  - 2. Publishing minutes for all Faculty Advisory Council meetings.
  - 3. Conducting surveys involving Faculty Advisory Council matters.
  - 4. Conducting elections and tabulating votes involving Faculty Advisory Council matters.
  - 5. Calling general staff meetings about Faculty Advisory Council concerns when necessary.
- D. The Faculty Advisory Council will be responsible for, but not limited to, the following:
  - 1. Implementing Article V-K-9.
  - 2. Attempting to resolve concerns brought to the Council at the building level.
  - 3. Planning, implementing and evaluating building level in-service.
  - 4. Making suggestions and recommendations concerning district-wide inservice.
  - 5. Recommending the method for allocating the teachers' conference fund.

## ARTICLE XVI

### PROFESSIONAL IMPROVEMENT

- A. The Board agrees to provide a fund for the express use of teachers for conferences and workshops which relate to their Schedule A teaching assignments. The Director of Curriculum will recommend the total amount of the fund. The allocation for each building shall be based upon the number of teachers assigned to that building on a full time or prorated basis. The allocation per teacher shall be the same for purposes of establishing the fund. The building principal shall administer the fund and shall have final authority. In reaching a decision on each application, the building principal will consult with the Faculty Advisory Council for advice prior to making his/her decision.
- B. The Board agrees to provide a fund separate from outside funding sources for staff development. The Director of Curriculum will recommend the total amount of the fund. The Director of Curriculum after consultation with the Association will establish guidelines for application for allocation of the fund, and will administer the fund.

## ARTICLE XVII

### CONTINUITY OF OPERATIONS

- A. Both the Association and the Board of Education recognize that one of the primary objectives of the parties to this contract is to insure, protect, continue, and improve the high quality of education in the Carman-Ainsworth Community Schools. This requires good relations and cooperation between the Board, the Administration, the Association and the staff to attain efficient and uninterrupted operation of the facilities and functions of the school system. The grievance procedure hereafter established is to provide a peaceful and orderly method for the resolution of disputes.
- B. The parties hereby agree to process all disputes subject to the grievance procedure in the manner set forth herein, and agree that no demonstrations, or any action tending to disrupt the normal operation of the school system be initiated, participated in, or condoned by either party in connection with such grievance disputes.
- C. In the event that a strike by another employee group in the district causes loss of days, the parties shall negotiate the dates to reschedule such days. Teachers shall not be entitled to additional compensation for rescheduled days where they were not required to report for work, however, teachers shall receive an additional day's pay for each rescheduled day on which they were originally required to report for work.

- D. Whenever it is known that school is not to be in session because of weather and/or other emergency situation, teachers shall not be required to report to work. In the event an emergency closing of school requires additional days to meet state requirements, the calendar shall be adjusted. The adjustment shall be by mutual agreement of the parties. Should the parties not be able to reach agreement, the additional days needed shall be added at the end of the school year. Teachers shall not be entitled to additional compensation for rescheduled days. However, teachers will receive compensation should a day be required to be rescheduled more than once.

## ARTICLE XVIII

### PROFESSIONAL GRIEVANCE PROCEDURE

#### A. Definitions

1. A grievant shall invoke the formal grievance procedure on the forms set forth in Schedule F which is incorporated into, and made a part of, this Agreement.
2. The "grievant" is the person, persons, or the Association instituting the action.
3. A "grievance" is an action instituted on the belief that there has been a violation, misinterpretation, misapplication of any provision of this Agreement, or any existing rule, order, or regulation of the Board.
4. The "teacher" includes any individual, or group, who is a member of the bargaining unit covered by this contract.
5. 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 problem.
6. The term "days" shall mean work days.

- B. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceeding independently as described in Section E of these procedures.

#### C. Structure

1. There shall be one, 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 Grievance Committee which shall serve as the Association Grievance Committee. All meetings and decisions concerning any grievance shall be arranged through this Committee. In the event that any Association Representative, or any member of the Grievance Committee is party to any grievance, s/he shall disqualify him/herself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Superintendent, or his/her delegate, shall be the administrative representative when the grievance arises in more than one (1) school building.

D. Procedure

1. Before entering into the following prescribed grievance procedure, it is the desire of the Association and Administration that effort has been made to resolve the problem through direct verbal communication and discussion between the parties involved. The presence of an Association Representative may be requested.

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 extended or reduced by mutual consent.

If the grievance is filed on or after June 1, the time limits may be reduced by mutual consent, if practical, in order to affect a solution prior to the end of the school year.

2. Level One

A teacher with a grievance shall submit it, in writing, to his/her immediate supervisor or principal; individually, together with his/her Association Representative or through the Association Representative. A decision shall be rendered, in writing, within four (4) days after presentation of the grievance.

3. Level Two

- a. In the event the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within four (4) days after presentation of the grievance, s/he may file an appeal with the supervisor rendering such a decision and with the Association Grievance Committee.

- b. Within eight (8) days of receipt of the request to appeal, the Grievance Committee shall decide whether or not there is basis for appeal. If the Committee decides there is legitimate grievance, it shall immediately process the claim with the Superintendent of Schools, within the time limitations set forth in Paragraph F-7 of this Article.

#### 4. Level Three

In the event the aggrieved person is not satisfied with the disposition of the grievance at Level Two or if a hearing has not been held by the superintendent within eight (8) days from receipt of the grievance by the Superintendent, the Association may refer the grievance to the Board of Education's Review Committee.

This Committee shall be composed solely of members of the Board of Education. Within twelve (12) days from receipt of the written referral to the Board, its Review Committee shall meet with the Association's Grievance Committee and a member of the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to a grievance problem. A decision shall be rendered in writing within eight (8) days of the above mentioned meetings.

#### 5. Level Four

In the event that the grievance is not satisfactorily resolved at Level Three, the grievance may be submitted for arbitration. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The fees and expenses of such arbitration shall be shared equally by the parties involved. Both parties agree to be bound by the award of the arbitrator. Either party may appeal this decision to a competent court of jurisdiction. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

#### E. Rights of 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 procedure after Level One.



F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if, in the judgement of the Association Representative of the Grievance Committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.
  2. 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.
  3. All documents, communications, and records dealing with the grievance shall be filed separately from the personnel files of the participants.
  4. Forms for filing and processing grievances shall be as presented as Schedule F. The Office of the Superintendent shall prepare copies of the Professional Grievance Report, submitting these to the President of the Association for his/her use.
  5. Access shall be made available to all parties, places, and records, for all information necessary to the determination and processing of the grievance.
  6. If any non-tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged, s/he shall be reinstated with full reimbursement of all professional compensation lost. If s/he shall have been found to have been improperly deprived of any professional compensation or disadvantage, the same or its equivalent in money shall be paid to him/her.
  7. Any grievance not appealed from a decision at any level of this procedure within fifteen (15) days from the date of such decision, shall be considered settled. No further appeal shall be made unless by mutual agreement, where extenuating circumstances merit such consideration.
  8. Any grievance shall be filed within forty-five (45) days after the alleged incident was known or should have been known to the aggrieved party. In such cases the disposition rendered shall indicate non-compliance with the above time limit.
- G. The Board of Education and/or the Superintendent of Schools shall have the right of initiating a grievance. Any such grievance shall be initiated at Level Two and follow the established grievance procedure.

## ARTICLE XIX

### MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to, or inconsistent with, its terms. All individual teachers' contracts shall be expressly subject to and consistent with the terms of this Agreement. Any individual contracts executed between the Board and the individual teacher shall be in the form provided in Schedule H.
- B. Copies of the current Agreement shall be duplicated at the expense of the Board and delivered to all teachers as soon as possible after ratification.
- C. The policies of the Board, as they relate to rates of pay, wages, hours of employment, or other conditions of employment, shall, as of the date of this contract, be considered a part of this contract and they shall not be added to, subtracted from, or changed in any way without the mutual agreement of both parties.
- D. Supervision by a teacher of a student teacher shall be voluntary. Payment received from colleges or universities for the training of student teachers shall be credited to the department at the secondary level, or at the elementary level to the classroom in which the training took place.

This amount may be used for the purchase of teaching aids or supplies. Supervision of student teachers shall be assigned only to tenure teachers who hold a permanent, permanent continuing or life certificate and who have at least three (3) years experience in the specific subject assigned to the student teacher unless otherwise mutually agreed to.

## ARTICLE XX

### PROFESSIONAL COMPENSATION

- A. The salaries of teachers, covered by this Agreement, are set forth in Schedule A which is incorporated into and made a part of this Agreement.
- B. Salaries for extra duties in addition to normal teaching load are spelled out in Schedule B, C, D, E, which are incorporated into and made a part of this Agreement.
- C. 1. The Board shall provide to the teacher and his/her family without cost where applicable, insurance protection from the Carman-Ainsworth modified MESSA PAK Program for a full twelve month period. Medicare premiums will be paid on behalf of the employee, spouse and/or eligible dependent. Internal and external coordination of benefits shall be included.

2. The modified MESSA PAK #3 shall include in Plan A:

1. MESSA Super Med 2
2. LTD at 60%, modified 180 work day fill, \$2,500 maximum, two year alcohol/drug, mental/nervous same as any other illness, and social security freeze
3. Delta Dental Plan E/007 with orthodontic rider at \$1,500 maximum or Delta Dental Plan C/03 with orthodontic rider at \$1,000 maximum as determined by the level of coordination of benefits required.
4. Adult orthodontics
5. MESSA negotiated life insurance of \$30,000 with accidental death and disability and waiver of premium riders
6. Intermediate vision unless internal coordination of benefits applies.

Plan B shall include;

1. M.E.A.L.S. pre-paid legal insurance Plan 2
  2. LTD at 66 2/3%, modified 180 work day fill, \$2,500 maximum, two year alcohol/drug, mental/nervous same as any other illness, and social security freeze
  3. Delta Dental Plan E/007 with orthodontic rider at \$1,500 maximum or Delta Dental Plan C/03 with orthodontic rider at \$1,000 maximum as determined by the level of coordination of benefits required.
  4. Adult orthodontics
  5. MESSA negotiated life insurance of \$50,000 with accidental death and disability and waiver of premium riders
  6. Vision II (100%)
  7. Dependent life insurance at \$2,000 for spouse and \$1,000 for each dependent child
3. The coverage provided in Article XX, Section C, shall be effective for the full calendar year beginning with the enrollment period in September. The Board will notify the teacher of the enrollment periods.
4. The family of a teacher who dies while in the employment of the Carman-Ainsworth Community Schools and who has health insurance will receive health insurance benefits for three (3) months at no cost to the family.
5. Any teacher who would otherwise have been laid off and who is involuntarily assigned to less than a full schedule shall receive full fringe benefits covered in this contract.
6. When a teacher's spouse's insurance protection becomes unavailable, the Board will provide coverage for said teacher as soon as the carrier allows.

7. A teacher who has been initially hired for a part time position or who voluntarily requests reduction from a full time position to a part time position shall receive fringe benefits according to the following schedule:

0.2 F.T.E. - No Fringe Benefits  
0.4-0.6 F.T.E. - MESSA PAK Plan B  
0.7-1.0 F.T.E. - MESSA PAK Plan A

- D. Each teacher as a professional person, will agree to substitute one (1) hour per year when no other alternative exists in the building. Substitution will be compensated at the substitute rate as set forth in Schedule E, or a teacher may choose to earn and receive a personal day subject to the limitations of Article VI, B, after completion of eight class periods of substitution. Time earned in the above manner which cannot be taken prior to the Friday before the last week of school will be compensated at the above rate.
- E. Teachers employed by the Carman-Ainsworth Community Schools shall be allowed a maximum of four (4) years of teaching credit for outside professional service accrued in approved public or private K-12 institutions. The limitations described in the "Supplement to Schedule A" shall apply to the experience allowance stipulation. No recovery provision is provided for in this Agreement.
- F. Any teacher who dies while in the employ of the Carman-Ainsworth Community Schools will leave an estate entitlement in the amount of his/her earned and unpaid salary plus payment of 100% of his/her accrued sick leave at his/her existing daily rate.
- G. A teacher engaged during the school day in negotiations in behalf of the Association with any representative of the Board, or participating in any grievance negotiations, including arbitration, shall be released from regular duties without loss of salary, providing permission has been granted from the Superintendent or his/her representative.
- H. Subject area coordinators and media specialists may request from the Superintendent additional weeks with compensation if the situation warrants extra work. Compensation will be at the regular contractual rate.
- I. Vocational Coordinators will work at the request of the administration five (5) days per ten (10) students of co-op assignment in addition to the regular 184 teacher work days of the calendar. These days are not to exceed fifteen (15) working days. Two thirds of the time will be worked prior to the starting date of school, and one third will be worked between the ending date of school and June 30. Compensation will be at their regular contracted rate.

- J. In the event a teacher is called for involuntary military service during the school year, upon written application, the Board shall consider reimbursing him/her for the difference between his/her military pay and contractual salary for a period not to exceed two (2) weeks, in view of all circumstances of the case and with the understanding there is to be no contractual obligation to so reimburse.
- K. Whenever salary is to be deducted from any teacher because of absence from work that is not covered under any leave policy stated in this Agreement, the salary shall be deducted according to the following formula: the teacher's contractual salary shall be divided by the number of contractual days. Whenever a fraction of a work day is missed, salary deductions shall be determined by figuring the portion of the work day missed.
- L. For those teachers retiring, a terminal leave payment of one percent (1%) of the current base payable after ten (10) years for each year of service beyond five (5) years in the Carman-Ainsworth Community Schools, not to exceed thirteen hundred fifty dollars (\$1,350.00) shall be paid provided the teacher has attained the age of fifty (50) years or older. In addition a payment of forty five dollars (\$45) times the number of accumulated sick days to a maximum of one hundred eighty days (180) will be made to the teacher at the time of retirement.
- M. Compensation at the negotiated rate may be granted at the discretion of the Director of Curriculum for curriculum work occurring outside the normal work hours.
- N. Teachers using their automobiles for school approved activities or functions will be reimbursed at a rate approved annually by the Board but not less than twenty (20) cents per mile. The request for payment forms will be available from the building principal or the administration building.
- O. A stipend of \$500 will be paid in addition to mileage to each teacher who in the course of one work day is forced to travel between two or more buildings. The eligible teachers will be identified in staffing.
- P. An annual payment of forty five dollars (\$45) times the number of unused sick days in excess of one hundred eighty (180) will be paid to each teacher at the end of each school year.

## ARTICLE XXI

### SCHOOL CALENDAR

The school calendar(s) shall be as set forth in Schedule G which is incorporated into and made a part of this Agreement. There shall be no deviation from or change in the school calendar(s) except by mutual agreement between the Board and the Association. In the event an emergency requires additional days to meet total State requirements, the calendar(s) shall be adjusted, as outlined in (Article XVII), Section D.

## ARTICLE XXII

### NEGOTIATING PROCEDURES

- A. At a reasonable time prior to, or at least 120 days prior to the end of this Agreement, negotiations will be undertaken for the purpose of negotiating a new Agreement.
- B. During the course of negotiations when agreements are reached on separate paragraphs and Articles of proposed contracts, the agreed upon sections shall be written, and signed or initialed by representatives of each team, and each team should receive and maintain a copy of the agreed upon section.
- C. Special conferences on important matters concerning the administration of the contract shall be arranged between the Association President and a designated representative of the employer upon the request of either party. Such meetings shall be between not more than two (2) representatives of each party unless additional representation is mutually agreed upon by the parties. Arrangements for such special conferences shall be made in advance by mutual agreement and a written agenda shall be presented, be reduced to writing and signed by both parties.
- D. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understandings and commitments between the parties hereto; which may be altered, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.
- E. Working Agreements. Use official Agreement Form Schedule I for any agreements between the Administration and Association.
  1. All agreements between the Association and Board Representatives shall be reduced to writing on the agreement form attached as Schedule I and become part of and subject to the provisions of this Agreement. No agreements shall be binding unless they are in writing and signed by representatives of both parties. Written agreements shall be subject to ratification and to the grievance procedure.
  2. All agreements shall be signed by two (2) representatives each from the Board and the Association. If a working agreement is not incorporated into the successor agreement, it is mutually agreed that said working agreement terminates with the expiration of the current Master Agreement.
  3. The Association will make available to each teacher copies of written agreements within fifteen (15) days of their being signed by both parties.

- F. If any provision of this Agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law; but all other provisions of this Agreement will continue in full force and effect. The parties will meet not later than ten (10) days after such holding for the purpose of renegotiating the provision or provisions affected.

## ARTICLE XXIII

### JOB SHARING

- A. A maximum of ten (10) full time positions for the purpose of job sharing may be made available,
1. at the discretion of the Board,
  2. upon recommendation of the Director of Personnel,
  3. with the approval of the building principals in whose buildings shared positions will be located, and
  4. within the allocated staff positions for the current school year.
- B. For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being at least half time. In order for a shared position to be approved, the two (2) individuals must complete an application for such on a form mutually agreed upon by the Board and the Association or agree to such a position subject to the conditions of this Article if contacted by the Director of Personnel.
- C. The Board will approve shared positions to a maximum of ten (10) for the current school year dependent upon the following:
1. The teacher parties not filing for unemployment benefits while employed in a shared position of a voluntary nature. Failure to comply with this provision will result in assigning the teacher as a substitute to provide for full employment.
  2. When a shared position is terminated, each partner will return to the same status s/he had prior to the shared position. Return to full employment from a leave or from shared time assignment will be only in accordance with Article VIII or Article IX as appropriate.
  3. The ability of the district to create a shared position without rescheduling large numbers of students. In lower elementary positions or in self-contained classrooms shared time positions will be approved only if the students whose parents object to the arrangement can be accommodated without substantial disruption of classes.

4. Teacher partners having joint responsibility for the same students will attempt to reciprocate substituting up to a maximum of three (3) days. In no event shall either partner be obligated to the other for more than three (3) days. Any substitute not reciprocated will be paid after the donation of one (1) hour as provided for in the current Master Agreement.
  5. The teacher partners having attained tenure in the Carman-Ainsworth Community Schools.
  6. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation.
  7. The Board and the Association shall work closely together on the implementation and evaluation of the shared time program.
  8. No teacher in the district shall be involuntarily transferred in order to create shared time positions.
  9. Job sharing assignments shall terminate at the end of each school year.
- D. Shared time positions will be compensated as follows:
1. Teaching salary will be prorated to reflect the fraction of the position shared. The experience and educational step for the teacher will be the same as s/he would be entitled to if employed on a full time basis. This step will determine the base salary from which the salary fraction will be computed.
  2. Seniority will accrue to a person in a shared time position on the following basis:
    - a. If both teachers are on staff and have enough seniority to hold positions, and their sharing prevents the layoff of another person or brings back a person from layoff, both will be credited with full seniority for the year.
    - b. Under conditions other than D.2.a. seniority will be prorated.
  3. Sick and personal leave will be prorated according to the fraction of the position for which the person is employed.
  4. Fringe benefits will be prorated on an individual basis. Prorating shall be based on a fraction of a six (6) hour day. The cost for fringe benefit package shall not exceed the prorated cost of full family benefits for a full time employee.
- E. Prior to the end of the school year, an evaluation of the job sharing will be conducted.




ARTICLE XXIV


DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1986, and shall continue in effect through the 30th day of June, 1991. It may be reopened upon mutual consent of the parties.

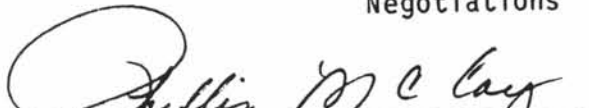
CARMAN-AINSWORTH EDUCATION  
ASSOCIATION

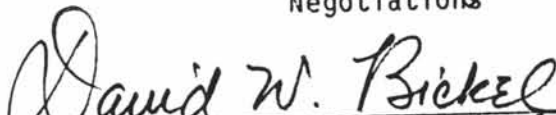
  
Earl Hagstrom, CAEA Professional  
Negotiations

  
Roy Charmoli, CAEA Professional  
Negotiations

  
Arvid Waller, CAEA Professional  
Negotiations

  
Rebecca Kerspilo, CAEA Professional  
Negotiations

  
Phyllis McCoy, CAEA Professional  
Negotiations

  
David Bickel, CAEA Professional  
Negotiations

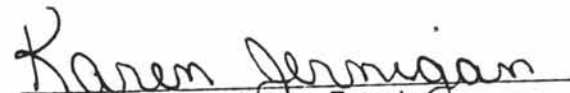
CARMAN-AINSWORTH BOARD OF  
EDUCATION


  
Donald R. Tebo, President

  
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Bonnie M. Reno, Secretary

  
Earl R. Emery, Treasurer

  
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Don R. Wright, Trustee

SCHEDULE A  
1986-87

Base \$19,158

Vertical Index 5.15%

Horizontal Index 5.15%

STEP	BA	BA+15	BA+30/MA	MA+15	MA+30
1	19,158	20,145	21,182	22,273	23,420
2	20,145	21,183	22,273	23,420	24,626
3	21,182	22,273	23,420	24,626	25,894
4	22,273	23,420	24,626	25,894	27,228
5	23,420	24,627	25,894	27,228	28,630
6	24,626	25,895	27,228	28,630	30,105
7	25,894	27,228	28,630	30,105	31,655
8	27,228	28,631	30,105	31,655	33,285
9	28,630	30,105	31,655	33,285	34,999
10	30,105	31,656	33,285	35,000	36,802
11	31,655	33,286	34,999	36,802	38,697

SCHEDULE A  
1987-88

Base \$21,152

Vertical Index 5.15%

Horizontal Index 5.15%

STEP	BA	BA+15	BA+30/MA	MA+15	MA+30
1	21,152	22,241	23,387	24,591	25,858
2	22,241	23,386	24,591	25,857	27,190
3	23,387	24,591	25,858	27,189	28,590
4	24,591	25,857	27,190	28,589	30,062
5	25,858	27,189	28,590	30,062	31,611
6	27,189	28,589	30,062	31,610	33,238
7	28,590	30,061	31,610	33,238	34,950
8	30,062	31,610	33,238	34,950	36,750
9	31,610	33,238	34,950	36,749	38,643
10	33,238	34,949	36,750	38,642	40,633

SCHEDULE A  
1988-89

Base \$23,353

Vertical Index 5.15%

Horizontal Index 5.15%

STEP	BA	BA+15	BA+30/MA	MA+15	MA+30
1	23,353	24,556	25,820	27,150	28,548
2	24,556	25,821	27,150	28,548	30,018
3	25,820	27,150	28,548	30,018	31,564
4	27,150	28,549	30,018	31,564	33,190
5	28,548	30,019	31,564	33,190	34,899
6	30,019	31,565	33,190	34,899	36,696
7	31,564	33,190	34,899	36,697	38,586
8	33,190	34,900	36,696	38,586	40,573
9	34,899	36,697	38,586	40,574	42,663

SCHEDULE A  
1989-90

Base \$24,637

Vertical Index 5.15%

Horizontal Index 5.15%

STEP	BA	BA+15	BA+30/MA	MA+15	MA+30
1	24,637	25,907	27,240	28,643	30,118
2	25,907	27,241	28,643	30,118	31,669
3	27,240	28,643	30,118	31,669	33,300
4	28,643	30,119	31,669	33,300	35,015
5	30,118	31,670	33,300	35,015	36,818
6	31,670	33,301	35,015	36,818	38,714
7	33,300	35,015	36,818	38,715	40,708
8	35,015	36,820	38,714	40,708	42,805
9	36,818	38,715	40,708	42,806	45,009

SCHEDULE A  
1990-91

Base \$25,869

Vertical Index 5.15%

Horizontal Index 5.15%

STEP	BA	BA+15	BA+30/MA	MA+15	MA+30
1	25,869	27,202	28,602	30,075	31,624
2	27,202	28,603	30,075	31,624	33,252
3	28,602	30,075	31,624	33,252	34,965
4	30,075	31,625	33,252	34,965	36,766
5	31,624	33,254	34,965	36,766	38,659
6	33,254	34,966	36,766	38,659	40,650
7	34,965	36,766	38,659	40,651	42,743
8	36,766	38,661	40,650	42,743	44,945
9	38,659	40,651	42,743	44,946	47,259

SCHEDULE A-2 FOR REGISTERED NURSES

	1989-90 ASSOC.	1989-90 BS	1990-91 ASSOC.	1990-91 BS
1	481.38	505.94	505.45	531.24
2	504.44	532.18	529.66	558.79
3	527.52	558.25	553.90	586.16
4	550.60	584.52	578.13	613.75
5	573.67	610.81	602.35	641.35
6	596.75	637.08	626.59	668.93

SCHEDULE A-2 FOR REGISTERED NURSES

	<u>1986-87</u> <u>ASSOC.</u>	<u>1986-87</u> <u>BS</u>	<u>1987-88</u> <u>ASSOC.</u>	<u>1987-88</u> <u>BS</u>	<u>1988-89</u> <u>ASSOC.</u>	<u>1988-89</u> <u>BS</u>
1	413.86	434.78	434.55	456.52	456.28	479.56
2	433.69	457.36	455.37	480.23	478.14	504.24
3	453.54	479.96	476.21	503.95	500.02	529.15
4	473.38	502.54	479.05	527.67	521.90	554.05
5	493.21	525.14	517.87	551.40	543.76	578.97
6	513.05	547.72	538.70	575.11	565.64	603.87

	<u>1989-90</u> <u>ASSOC.</u>	<u>1989-90</u> <u>BS</u>	<u>1990-91</u> <u>ASSOC.</u>	<u>1990-91</u> <u>BS</u>
1	481.38	505.94	505.45	531.24
2	504.44	532.18	529.66	558.79
3	527.52	558.25	553.90	586.16
4	550.60	584.52	578.13	613.75
5	573.67	610.81	602.35	641.35
6	596.75	637.08	626.59	668.93

SUPPLEMENT TO 1986-91 SALARY SCHEDULE

A. Schedule A for the 1986-87 school year shall be computed on a beginning bachelor's degree salary of \$ 19,158. All other salaries shall be determined by applying a 5.15% vertical index and a 5.15% horizontal index.

Schedule A for the 1987-88 school year shall be computed on a beginning bachelor's degree salary of \$ 21,152. All other salaries shall be determined by applying a 5.15% vertical index and a 5.15% horizontal index.

Schedule A for the 1988-89 school year shall be computed on a beginning bachelor's degree salary of \$ 23,353. All other salaries shall be determined by applying a 5.15% vertical index and a 5.15% horizontal index.

Schedule A for the 1989-90 school year shall be computed on a beginning bachelor's degree salary of \$ 24,637. All other salaries shall be determined by applying a 5.15% vertical index and a 5.15% horizontal index.

Schedule A for the 1990-91 school year shall be computed on a beginning bachelor's degree salary of \$ 25,869. All other salaries shall be determined by applying a 5.15% vertical index and a 5.15% horizontal index.

Schedule A-2 for non-teaching registered nurses for 1986-87 shall consist of a six step schedule beginning with a weekly salary of \$413.86 for those nurses having an associate's degree and \$434.78 for those nurses having a bachelor's degree. For 1987-88 the schedule shall be improved by 5.0% at each step for 1988-89 the schedule shall be improved 5.0% at each step, for 1989-90 5.5% and for 1990-91 5.0%.

- B. Teachers hired after the 1962-63 school year are limited to the seventh (7th) step on the salary schedule in the Bachelor's Degree category. It is necessary, therefore, to obtain fifteen (15) graduate hours within six (6) years or plateau on the seventh (7th) step. A new teacher with graduate hours beyond the Master's Degree will not receive credit for those hours until s/he has completed two (2) years of experience either in Carman-Ainsworth Community Schools or in another district.
- C. Teachers accumulating enough credit hours for movement to a higher step on the salary schedule shall receive an adjustment at the start of the following semester after showing proof of credits earned. Either graduate or undergraduate credits will be accepted at the BA plus 15 and BA plus 30 level. Only credits earned after the baccalaureate degree will be accepted for advance placement on the salary schedule. Credit beyond the BA + 30 or Master's level must be graduate level courses. Effective September 1, 1984 courses to be credited toward salary advancement must be directly related to the teacher's current assignment or must aid in qualifying the teacher for another assignment that currently exists in the district that requires teacher certification or State Department of Education approval; or be part of a graduate degree program that directly relates to the teacher's current assignment or aids in qualifying for another assignment that currently exists in the District and requires teacher certification or State Department of Education approval; or be approved by the Director of Personnel.
- D. Movement on vertical steps on the salary schedule shall occur only at the beginning of each school year. Movement beyond Step seven (7) of the BA column shall be at the rate of one (1) vertical step annually after the completion of the fifteen (15) hours.
- E. A teacher shall receive an annual longevity payment of:

1986-89	\$665.00
1989-91	\$755.00

beginning with the twelfth (12th) year in 1986-87, the eleventh (11th) year in 1987-88 and the tenth (10th) year in 1988-89. Full credit for years of experience in Carman-Ainsworth shall be counted plus five (5) years of teaching experience elsewhere.

SCHEDULE B

ATHLETICS

<u>Boys Coaches</u>	<u>Percent of Base Salary</u>
Head Football	14
Head J.V.	9
Varsity Assistants	9
J.V. Assistant	7
Head Freshman	7
Assistant Freshman	6
Football-Heavyweight Head	6
Football-Heavyweight Asst.	5
Football-Lightweight Head	6
Football-Lightweight Asst.	5
Head Basketball	14
J.V. Basketball	9
Freshman Basketball	7
Basketball-8th Grade	6
Basketball-7th Grade	6
Head Swimming	12
Assistant Swimming	7
Head Wrestling	12
Assistant Wrestling	7
Wrestling 7th/8th	6
Wrestling 7th/8th Asst.	5
Head Baseball	11
J.V. Baseball	7
Freshman Baseball	6
Baseball 8th	6
Baseball 7th	6
Hockey-Varsity	14
Head Track	11
Assistant Track	6
Track 7th/8th Head	6
Track 7th/8th Asst.	5
Head Golf	7
Assistant Golf	4
Cross Country	9
Junior High Cross Country	6
Head Tennis	7
Assistant Tennis	4
Soccer	11
J.V. Soccer	7

<u>Girls Coaches</u>	<u>Percent of Base Salary</u>
Varsity Basketball	14
J.V. Basketball	9
Freshman Basketball	7
8th Grade Basketball	6
7th Grade Basketball	6
Softball	11
J.V. Softball	7
8th Grade Softball	6
7th Grade Softball	6
Track	11
Assistant Track	6
7th/8th Grade Track Head	6
7th/8th Grade Track Asst.	5
Swimming	12
Assistant Swimming	7
Tennis	7
JV Tennis	4
Volleyball-Varsity	11
J.V. Volleyball	7
8th Grade Volleyball	6
7th Grade Volleyball	6
Cross Country	9
Varsity Soccer	11
JV Soccer	7
COED	
High School Ski	11
7th/8th Grade Swimming Head	6
7th/8th Grade Swimming Asst.	5
INTRAMURAL	
Coach/Coord. Boys Soccer 7-9th	5
Coach/Coord.Girls Soccer 7-9th	5
Coach/Coord. Boys Tennis 7-9th	5
Coach/Coord.Girls Tennis 7-9th	5
Athletic Trainer	
Fall	8
Winter	6
Spring	5

Equipment Manager

Fall 5

Athletic Coordinators

Total 20

Cheerleaders

High School	7	for two seasons
Assistant High School	4	for two seasons
Junior High School	4	for two seasons

Positions not filled prior to this contract will be filled on the basis of need as determined by the Administration.

Credit will be allowed on Schedule B for previous experience in the specific sport obtained within or outside the Carman-Ainsworth Community Schools.



SCHEDULE C

MUSIC AND DRAMA DEPARTMENTS

<u>Position</u>	<u>Percent of Base Salary</u>
HIGH SCHOOL	
Musical Production Director (one per high school per year)	5% per production
Musical Production Assistant Directors (three directors per high school per year)	2.5% per production per person
Drama Production Director (two productions per year per high school)	5% per production
JUNIOR HIGH	
Musical Production Director	5% per production
Assistant Musical Production Director	2.5% per production
Drama Production Director	5% per production

% of current BA base  
with no experience

High School Instrumental	11
Assistant High School Instrumental	7
High School Vocal	9
*Junior High Instrumental	6
*Junior High Vocal	5

\*Minimum number -- 3 extra curricular events.

One year of credit will be allowed on Schedule C for previous experience in the specific activity obtained within or outside the Carman-Ainsworth Community Schools.

SCHEDULE D

ADVISORS AND SPONSORS

<u>Class Sponsors</u>	<u>Percent of Base Salary</u>
Senior Class (2)	4% each
Junior Class (2)	5% each
Sophomore Class (2)	3% each
Freshman Class (2)	3% each

Class SponsorsPercent of Base Salary

continued

Senior High Student Council	4.5%
Junior High Student Council	3.5%
Debate Coach	4%
Forensics	4%
Quiz Bowl Advisor	4%
National Honor Society Advisor	4%
High School Yearbook Advisor	5%
Junior High Yearbook Advisor	4%
High School Newspaper Advisor	5%
Junior High Newspaper Advisor	4%
Sponsor of Clubs and Organizations (Approved by the Board and the Association)	3%

## SCHEDULE E

## HOURLY PAY POSITIONS

	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
1. Work at scheduled events	\$ 7.42	7.79	8.18	8.63	9.06
2. Non-scheduled and/or non-voluntary assignments	7.42	7.79	8.18	8.63	9.06
3. Organized recreational activities (teen club, summer rec. & Saturday rec.)	8.71	9.15	9.61	10.14	10.65
4. Swimming pool supervisor (teacher shall be paid one (1) hour time for cancellation)	10.89	11.43	12.00	12.66	13.29
5. *Adult education & summer school	14.21	14.92	15.67	16.53	17.36
6. *Drivers' education instructors	14.21	14.92	15.67	16.53	17.36
7. Curriculum and staff development	14.21	14.92	15.67	16.53	17.36
8. Substitute time	14.21	14.92	15.67	16.53	17.36
9. The Coordinator of Driver's Education will be paid					

1986-87	\$927.76
1987-88	\$974.15
1988-89	\$1,022.84
1989-90	\$1,079.10
1990-91	\$1,133.05

In addition three (3) extra planning periods per scheduled day of instruction during the summer program providing that the coordinator continues to have responsibility for two driving ranges. Should responsibility be limited to a single driving range, planning periods will be reduced to two (2) per day.

\*Plus one quarter (1/4) hour of planning time for each hour of classroom instruction, to be paid at the same hourly rate.

## SCHEDULE F

### GRIEVANCE PROCESSING INSTRUCTIONS

Level I The grievant files the grievance on the official form indicating his/her name, date, school assignment and checks individual or Association grievance. S/He indicates Level One, and states what s/he believes to be the relevant contract citations, a statement of the grievance, relief sought, and signs the grievance.

The principal or his/her secretary signs indicating receipt of the grievance and the number, gives the grievant the pink copy, sends the white copy to the Association, and retains the blue and yellow copies.

The principal uses the disposition form and sends the yellow copy of the grievance and disposition form to the Personnel Office, and sends the white copy and blue copy of the disposition form to the Association and grievant. The principal retains the pink copy of the grievance and disposition form for the building files.

Appeal The Association is always the appealing party and an appeal shall be processed by the Association. If the grievant wishes to appeal a disposition, the Association Grievance Chairperson is the appropriate person to see after consulting with a building A.R. Appeals shall be on official appeal forms provided.

Level II A grievance may be filed at Level I by an individual teacher or the Association. Level II grievance may be filed only by the Association. Disposition of Level II grievance forms shall be as follows:

If individual grievance, send white copy to Association, pink copy to grievant, blue to principal and retain yellow copy in Personnel Office.

If Association grievance, send white and pink copies to Association and retain blue and yellow copies in Personnel Office.

Appeal The Association shall use the appeal form and send the yellow copy to the Board through the Personnel Office, indicating an appeal to the Board. The Personnel Office shall forward a copy of the grievance, disposition and appeal form to the Board immediately. Receipt of the appeal form by the Personnel Office shall be considered receipt by the Board.

Level III The Board shall indicate disposition of the grievance on the official disposition form and send the white and pink copy to the Association and retain the blue and yellow copy.

Grievance  
Meeting

It is required at all levels that there be a meeting between the parties in an attempt to solve the grievance. The meeting shall take place before the disposition is rendered on any grievance or appeal.

All grievance correspondence to the Association shall be to the "CAEA Office: Attention Grievance Committee".

A number system should be used indicating the building number and system number, i.e. -- High School One would be CAHS-1. If processed to Level, then it should be Central Office, CO-1.

OFFICIAL CARMAN-AINSWORTH COMMUNITY SCHOOLS GRIEVANCE FORM

NAME \_\_\_\_\_ Date Filed \_\_\_\_\_

School \_\_\_\_\_ Assignment \_\_\_\_\_

Individual Grievance \_\_\_\_\_ Association Grievance \_\_\_\_\_

Level I \_\_\_\_\_ Level II \_\_\_\_\_

-----  
-----  
Contract Citations:

-----  
-----  
Statement of Grievance:

-----  
-----  
Relief Sought:

-----  
-----  
Signature of Grievant

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-----  
SIGNATURE INDICATING RECEIPT OF GRIEVANCE FORM \_\_\_\_\_

Grievance Number \_\_\_\_\_

Date Signed \_\_\_\_\_

Signature

-----  
-----  
Distribution: Submit all copies to Principal and his/her secretary. The secretary or Principal will sign receipt, date, and number the grievance and give pink copy to grievant, send white copy to Association Office, yellow copy to the Personnel Office and retain the blue copy.

If an Association grievance, submit blue and yellow copy to Personnel Office and Association retains white and pink copy.

OFFICIAL CARMAN-AINSWORTH COMMUNITY SCHOOLS GRIEVANCE DISPOSITION FORM  
For Use by Principal, Association, Personnel Office or Board

TO: \_\_\_\_\_

Your grievance, filed on \_\_\_\_\_ and assigned number \_\_\_\_\_,  
has been reviewed at Level \_\_\_\_\_, and a determination has been made as  
follows:

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

Signature: \_\_\_\_\_

-----  
-----  
Grievance Meetings: It is required at all levels that there be a meeting  
between the parties in an attempt to solve the grievance. The meeting  
shall take place before the disposition is rendered on any grievance or  
appeal.

-----  
-----  
Signature Indicating Receipt by Grievant \_\_\_\_\_

Date \_\_\_\_\_

-----  
-----  
Distribution: White - Association Office  
Pink - Grievant  
Yellow - Personnel Office  
Blue - Principal

OFFICIAL CARMAN-AINSWORTH COMMUNITY SCHOOLS GRIEVANCE APPEAL FORM

The Association has reviewed the disposition of grievance number \_\_\_\_\_,  
at Level \_\_\_\_\_, and appeals the decision for the following reason(s).

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

\_\_\_\_\_  
Signature for Association

\_\_\_\_\_  
Signature Indicating Receipt of Appeal Form \_\_\_\_\_

Central Office Number CO - \_\_\_\_\_

\_\_\_\_\_  
Distribution:    White -        Association Office  
                  Pink -        Grievant  
                  Yellow -     Personnel Office or Board  
                  Blue -        Principal

GRIEVANCE DEADLINE EXTENSION FORM

Request for Extension. (state grievance number, level, date request extension to, and other pertinent information).

Reason:

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

\_\_\_\_\_  
Signature of Association  
Representative or Board  
Representative

Disposition:

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

\_\_\_\_\_  
Signature of Association  
Representative or Board  
Representative



SCHEDULE G

CARMAN-AINSWORTH COMMUNITY SCHOOLS  
CALENDAR FOR 1986-87 SCHOOL YEAR

Teachers (Full Day)	Thursday, August 28, 1986
Teachers (Half Day)	Friday, August 29, 1986
Labor Day	Monday, September 1, 1986
Students Report (Half Day)	Tuesday, September 2, 1986
Teachers (Full Day)	Tuesday, September 2, 1986
Fall Recess	Thursday, November 27, 1986- Sunday, November 30, 1986
Winter Recess	Saturday, December 20, 1986- Sunday, January 4, 1987
End of First Semester	Friday, January 23, 1987
February Recess	Thursday, February 19, 1987- Sunday, February 22, 1987
Spring Recess	Friday, April 17, 1987- Sunday, April 26, 1987
Memorial Day	Monday, May 25, 1987
End of Second Semester	Thursday, June 11, 1987
Teachers (Half Day)	Friday, June 12, 1987

TO BE SCHEDULED

District

Two half days -- Inservice

Elementary

4 Half Days -- Fall Parent/Teacher Conferences  
4 Half Days -- Spring Parent/Teacher Conferences  
6 half Days -- Elementary Records

Junior High School

4 Half Days -- Parent/Teacher Conferences  
6 Half Days -- End of Semester Exams

High School

6 Half Days -- End of Semester Exams  
2 Half Days -- Report Card Distribution

Scheduling of all the above may be done in such a way as to release the teacher in a building for a full day rather than a half day provided such a schedule does not cause the loss of an instructional day. All schedules must be approved by the Assistant Superintendent and the Building Principal. Days to be scheduled are a mandatory obligation of all teachers and any absence shall be treated like that of a normal school day.

SCHEDULE G

CARMAN-AINSWORTH COMMUNITY SCHOOLS  
CALENDAR FOR 1987-88 SCHOOL YEAR

Teachers (Full Day)	Thursday, August 27, 1987
Teachers (Half Day)	Friday, August 28, 1987
Students Report (Half Day)	Monday, August 31, 1987
Teachers (Full Day)	Monday, August 31, 1987
Labor Day	Monday, September 7, 1987
Fall Recess	Thursday, November 26, 1987- Sunday, November 29, 1987
Winter Recess	Saturday, December 19, 1987- Sunday, January 3, 1988
End of First Semester	Friday, January 22, 1988
February Recess	Thursday, February 18, 1988- Sunday, February 21, 1988
Spring Recess	Friday, April 1, 1988 Sunday, April 10, 1988
Memorial Day	Monday, May 30, 1988
End of Second Semester	Thursday, June 9, 1988
Teachers (Half Day)	Friday, June 10, 1988

TO BE SCHEDULED

District

Two half days -- Inservice

Elementary

4 Half Days -- Fall Parent/Teacher Conferences  
4 Half Days -- Spring Parent/Teacher Conferences  
6 half Days -- Elementary Records

Junior High School

4 Half Days -- Parent/Teacher Conferences  
6 Half Days -- End of Semester Exams

High School

6 Half Days -- End of Semester Exams  
2 Half Days -- Report Card Distribution

Scheduling of all the above may be done in such a way as to release the teacher in a building for a full day rather than a half day provided such a schedule does not cause the loss of an instructional day. All schedules must be approved by the Assistant Superintendent and the Building Principal. Days to be scheduled are a mandatory obligation of all teachers and any absence shall be treated like that of a normal school day.

SCHEDULE G

CARMAN-AINSWORTH COMMUNITY SCHOOLS  
CALENDAR FOR 1988-89 SCHOOL YEAR

Teachers (Full Day)	Thursday, August 25, 1988
Teachers (Half Day)	Friday, August 26, 1988
Students Report (Half Day)	Monday, August 29, 1988
Teachers (Full Day)	Monday, August 29, 1988
Labor Day	Monday, September 5, 1988
Fall Recess	Thursday, November 24, 1988- Sunday, November 27, 1988
Winter Recess	Saturday, December 24, 1988- Sunday, January 8, 1989
End of First Semester	Friday, January 20, 1989
February Recess	Thursday, February 16, 1989- Sunday, February 19, 1989
Spring Recess	Friday, March 24, 1989 Sunday, April 2, 1989
Memorial Day	Monday, May 29, 1989
End of Second Semester	Thursday, June 8, 1989
Teachers (Half Day)	Friday, June 9, 1989

TO BE SCHEDULED

District

Two half days -- Inservice

Elementary

4 Half Days -- Fall Parent/Teacher Conferences  
4 Half Days -- Spring Parent/Teacher Conferences  
6 half Days -- Elementary Records

Junior High School

4 Half Days -- Parent/Teacher Conferences  
6 Half Days -- End of Semester Exams

High School

6 Half Days -- End of Semester Exams  
2 Half Days -- Report Card Distribution

Scheduling of all the above may be done in such a way as to release the teacher in a building for a full day rather than a half day provided such a schedule does not cause the loss of an instructional day. All schedules must be approved by the Assistant Superintendent and the Building Principal. Days to be scheduled are a mandatory obligation of all teachers and any absence shall be treated like that of a normal school day.

SCHEDULE G

CARMAN-AINSWORTH COMMUNITY SCHOOLS  
CALENDAR FOR 1989-90 SCHOOL YEAR

Teachers (Full Day)	Thursday, August 24, 1989
Teachers (Half Day)	Friday, August 25, 1989
Students Report (Half Day)	Monday, August 28, 1989
Teachers (Full Day)	Monday, August 28, 1989
Labor Day	Monday, September 4, 1989
Fall Recess	Thursday, November 23, 1989- Sunday, November 26, 1989
Winter Recess	Saturday, December 23, 1989- Sunday, January 7, 1990
End of First Semester	Friday, January 19, 1990
February Recess	Friday, February 16, 1990- Monday, February 19, 1990
Spring Recess	Friday, April 13, 1990 Sunday, April 22, 1990
Memorial Day	Monday, May 28, 1990
End of Second Semester	Thursday, June 7, 1990
Teachers (Half Day)	Friday, June 8, 1990

TO BE SCHEDULED

District

Two half days -- Inservice

Elementary

4 Half Days -- Fall Parent/Teacher Conferences  
4 Half Days -- Spring Parent/Teacher Conferences  
6 half Days -- Elementary Records

Junior High School

4 Half Days -- Parent/Teacher Conferences  
6 Half Days -- End of Semester Exams

High School

6 Half Days -- End of Semester Exams  
2 Half Days -- Report Card Distribution

Scheduling of all the above may be done in such a way as to release the teacher in a building for a full day rather than a half day provided such a schedule does not cause the loss of an instructional day. All schedules must be approved by the Assistant Superintendent and the Building Principal. Days to be scheduled are a mandatory obligation of all teachers and any absence shall be treated like that of a normal school day.

SCHEDULE G

CARMAN-AINSWORTH COMMUNITY SCHOOLS  
CALENDAR FOR 1990-91 SCHOOL YEAR

Teachers (Full Day)	Thursday, August 23, 1990
Teachers (Half Day)	Friday, August 24, 1990
Students Report (Half Day)	Monday, August 27, 1990
Teachers (Full Day)	Monday, August 27, 1990
Labor Day	Monday, September 3, 1990
Fall Recess	Thursday, November 22, 1990- Sunday, November 25, 1990
Winter Recess	Saturday, December 22, 1990- Sunday, January 6, 1991
End of First Semester	Friday, January 18, 1991
February Recess	Friday, February 15, 1991- Monday, February 18, 1991
Spring Recess	Friday, March 29, 1991 Sunday, April 7, 1991
Memorial Day	Monday, May 27, 1991
End of Second Semester	Thursday, June 6, 1991
Teachers (Half Day)	Friday, June 7, 1991

TO BE SCHEDULED

District

Two half days -- Inservice

Elementary

4 Half Days -- Fall Parent/Teacher Conferences  
4 Half Days -- Spring Parent/Teacher Conferences  
6 half Days -- Elementary Records

Junior High School

4 Half Days -- Parent/Teacher Conferences  
6 Half Days -- End of Semester Exams

High School

6 Half Days -- End of Semester Exams  
2 Half Days -- Report Card Distribution

Scheduling of all the above may be done in such a way as to release the teacher in a building for a full day rather than a half day provided such a schedule does not cause the loss of an instructional day. All schedules must be approved by the Assistant Superintendent and the Building Principal. Days to be scheduled are a mandatory obligation of all teachers and any absence shall be treated like that of a normal school day.

SUPPLEMENT TO SCHEDULE G

PAY DATES  
1986-87

1. September 5	10. January 9	19. May 15
2. September 19	11. January 23	20. May 29
3. October 3	12. February 6	21. June 12
4. October 17	13. February 20	22. June 26
5. October 31	14. March 6	23. July 10
6. November 14	15. March 20	24. July 24
7. November 28	16. April 3	25. August 7
8. December 12	17. April 17	26. August 21
9. December 26	18. May 1	

Option for a twenty six (26) pay will be made on August 28 on the form provided. Once an option has been made by a teacher, no changes will be made for the current year.

SCHEDULES B, C, AND D PAY DATES

Schedule B

Total amount will be divided into two (2) payments and paid on the following date:

Fall Sports	October 17, 1986 and November 28, 1986
Winter Sports	December 12, 1986 and March 6, 1987
Spring Sports	May 15, 1987 and May 29, 1987

Schedule C

Music and Drama Production Directors will be paid on January 9, 1987 and May 29, 1987.

Others on Schedule C will be paid in four equal payments on the following dates:

October 31, 1986	March 6, 1987
January 9, 1987	May 29, 1987

Schedule D

Total amount will be divided into two (2) payments and paid on the following dates:

January 9, 1987  
May 29, 1987

SUPPLEMENT TO SCHEDULE G

PAY DATES  
1987-88

1. September 4	10. January 8	19. May 13
2. September 18	11. January 22	20. May 27
3. October 2	12. February 5	21. June 10
4. October 16	13. February 19	22. June 24
5. October 30	14. March 4	23. July 8
6. November 13	15. March 18	24. July 22
7. November 27	16. April 1	25. August 5
8. December 11	17. April 15	26. August 19
9. December 25	18. April 29	

Option for a twenty six (26) pay will be made on August 27 on the form provided. Once an option has been made by a teacher, no changes will be made for the current year.

SCHEDULES B, C, AND D PAY DATES

Schedule B

Total amount will be divided into two (2) payments and paid on the following date:

Fall Sports	October 30, 1987 and November 27, 1987
Winter Sports	December 11, 1987 and March 4, 1988
Spring Sports	April 29, 1988 and May 27, 1988

Schedule C

Music and Drama Production Directors will be paid on January 8, 1988 and May 27, 1988.

Others on Schedule C will be paid in four equal payments on the following dates:

October 30, 1987	March 4, 1988
January 8, 1988	May 27, 1988

Schedule D

Total amount will be divided into two (2) payments and paid on the following dates:

January 8, 1988  
May 27, 1988

SUPPLEMENT TO SCHEDULE G

PAY DATES  
1988-89

1. September 2	10. January 6	19. May 12
2. September 16	11. January 20	20. May 26
3. September 30	12. February 3	21. June 9
4. October 14	13. February 17	22. June 23
5. October 28	14. March 3	23. July 14
6. November 11	15. March 17	24. July 28
7. November 25	16. March 31	25. August 11
8. December 9	17. April 14	26. August 25
9. December 23	18. April 28	

Option for a twenty six (26) pay will be made on August 25 on the form provided. Once an option has been made by a teacher, no changes will be made for the current year.

SCHEDULES B, C, AND D PAY DATES

Schedule B

Total amount will be divided into two (2) payments and paid on the following date:

Fall Sports	October 28, 1988 and November 25, 1988
Winter Sports	December 9, 1988 and March 3, 1989
Spring Sports	April 14, 1989 and May 12, 1989

Schedule C

Music and Drama Production Directors will be paid on January 6, 1989 and May 12, 1989.

Others on Schedule C will be paid in four equal payments on the following dates:

October 28, 1988	March 3, 1989
January 6, 1989	May 12, 1989

Schedule D

Total amount will be divided into two (2) payments and paid on the following dates:

January 6, 1989  
May 12, 1989



SUPPLEMENT TO SCHEDULE G

PAY DATES  
1989-90

1. September 1	10. January 5	19. May 11
2. September 15	11. January 19	20. May 25
3. September 29	12. February 2	21. June 8
4. October 13	13. February 16	22. June 22
5. October 27	14. March 2	23. July 6
6. November 10	15. March 16	24. July 20
7. November 24	16. March 30	25. August 3
8. December 8	17. April 13	26. August 17
9. December 22	18. April 27	

Option for a twenty six (26) pay will be made on August 24 on the form provided. Once an option has been made by a teacher, no changes will be made for the current year.

SCHEDULES B, C, AND D PAY DATES

Schedule B

Total amount will be divided into two (2) payments and paid on the following date:

Fall Sports	October 27, 1989 and November 24, 1989
Winter Sports	December 22, 1989 and March 16, 1990
Spring Sports	April 27, 1990 and May 25, 1990

Schedule C

Music and Drama Production Directors will be paid on January 19, 1990 and May 25, 1990.

Others on Schedule C will be paid in four equal payments on the following dates:

October 27, 1989	March 16, 1990
January 19, 1990	May 25, 1990

Schedule D

Total amount will be divided into two (2) payments and paid on the following dates:

January 19, 1990  
May 25, 1990

SUPPLEMENT TO SCHEDULE G

PAY DATES  
1990-91

- |                 |                 |               |
|-----------------|-----------------|---------------|
| 1. August 31    | 10. January 4   | 19. May 10    |
| 2. September 14 | 11. January 18  | 20. May 24    |
| 3. September 28 | 12. February 1  | 21. June 7    |
| 4. October 12   | 13. February 15 | 22. June 21   |
| 5. October 26   | 14. March 1     | 23. July 5    |
| 6. November 9   | 15. March 15    | 24. July 19   |
| 7. November 23  | 16. March 29    | 25. August 2  |
| 8. December 7   | 17. April 12    | 26. August 16 |
| 9. December 21  | 18. April 26    |               |

Option for a twenty six (26) pay will be made on August 23 on the form provided. Once an option has been made by a teacher, no changes will be made for the current year.

SCHEDULES B, C, AND D PAY DATES

Schedule B

Total amount will be divided into two (2) payments and paid on the following date:

Fall Sports	October 26, 1990 and November 23, 1990
Winter Sports	December 21, 1990 and March 15, 1991
Spring Sports	April 26, 1991 and May 24, 1991

Schedule C

Music and Drama Production Directors will be paid on January 18, 1991 and May 24, 1991.

Others on Schedule C will be paid in four equal payments on the following dates:

October 26, 1990	March 15, 1991
January 18, 1991	May 24, 1991

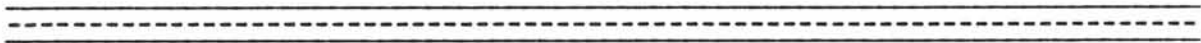
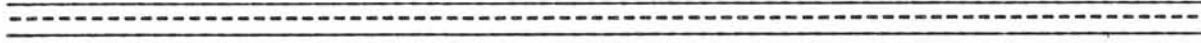
Schedule D

Total amount will be divided into two (2) payments and paid on the following dates:

January 18, 1991  
May 24, 1991



SCHEDULE I  
AGREEMENT FORM  
Between Association and Administration



Signature for Association \_\_\_\_\_

Signature for Administration \_\_\_\_\_

Signature for Association \_\_\_\_\_

Signature for Administration \_\_\_\_\_

Tentative \_\_\_\_\_ Date \_\_\_\_\_

Tentative \_\_\_\_\_ Date \_\_\_\_\_

Final \_\_\_\_\_ Date \_\_\_\_\_

Final \_\_\_\_\_ Date \_\_\_\_\_

## SCHEDULE J

Approved activities will be funded under Schedule D of the Master Agreement. Forms are to be completed and returned to building principals by no later than the first Friday of November.

### GUIDELINE REQUIREMENTS

Following is a list of requirements to be met before filing for supplemental pay as set forth in Schedule D of the Master Agreement between the Association and the Board.

1. For each sponsorship requested, a minimum of 35 hours involved with the club or organization responsibilities is required. These responsibilities should be done outside of the students' scheduled school day.
2. The group should sponsor or be actively involved in an activity which is beneficial to the student, school or community.
3. A group is defined as a minimum of ten (10) actively involved students.
4. Each group should have a person to keep minutes of the meetings which should include at least the time scheduled and/or activity done.
5. If more than one (1) sponsor is approved, each sponsor will receive the full percentage.
6. Two (2) sponsors may be requested if the activity involves more than fifty (50) students and/or at least seventy (70) hours.

APPLICATION

for  
SPONSOR OF CLUBS OR ORGANIZATIONS  
UNDER SCHEDULE D OF COLLECTIVE AGREEMENT

1. Name(s) \_\_\_\_\_  
\_\_\_\_\_

(If more than one (1) sponsor is requested, fill in Part 6.)

2. Name of club or organization \_\_\_\_\_

3. School where the club or organization is based \_\_\_\_\_

4. Dates the club or organization will be active:

From \_\_\_\_\_ to \_\_\_\_\_.

5. Please give a resume about the club or organization: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. If more than one (1) sponsor is requested, please state the number of hours and number of students involved. (Be Specific.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. I (We) have read and met the list of requirements as stated on the reverse side of this application.

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

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

8. The request has been:

Date \_\_\_\_\_ APPROVED \_\_\_\_\_ NOT APPROVED \_\_\_\_\_

COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE K

### EARNED PERSONAL DAYS

A teacher may earn an additional personal day by meeting one of the following requirements:

- 1) Substituting for another teacher on an hourly basis where eight (8) hours of substitution will earn one (1) personal day.
- 2) By using two (2) or less sick days during the course of a school year.
- 3) The teacher will earn an additional personal day for each six (6) hours of time spent in building staff meetings outside the regular school day. Staff meeting shall be defined as a meeting called by the building principal for the purpose of conducting the day-to-day business of that building. Notice of such meetings shall be given at least thirty six (36) hours prior to the meeting except in cases of emergency.

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