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PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN

THE CARO BOARD OF EDUCATION

AND

THE CARO EDUCATION ASSOCIATION

*Caro Community Schools*



LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

JULY 1, 1987 ..... JUNE 30, 1989

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

This Agreement is entered into this first day of July, 1987 by and between the Board of Education of Caro Community Schools, of Caro, Michigan, hereinafter called the "Board" and the Caro Education Association/MEA/NEA, Inc. of Caro, Michigan, hereinafter called the "Association".

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

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

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

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

ARTICLE 1  
RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel whether under contract, either verbal or written, on leave, hourly or class rate basis, employed or who become employed during the duration of this agreement by the Board as their primary employer; including personnel on tenure or probation, classroom teachers, adult education teachers, guidance counselors, certificated librarians, school psychologists, consultants, social workers, speech and hearing therapists, teachers of home-bound or hospitalized, other special education personnel, nurses and substitute teachers serving in the same position for sixty (60) days or longer.
- B. The term "teacher" when used in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined; reference to male teachers shall include female teachers.
- C. Excluded from the Association are: All full or part-time supervisory, executive or administrative personnel; business manager; athletic director if assigned evaluator, hiring and firing responsibilities or

other supervisory duties within the meaning of PERA; Chapter I director, curriculum coordinator; adult and special education directors, aides, para-professionals and others employed in positions not requiring teaching certification; noon period supervisors and/or noon period personnel that are not members of the bargaining unit; substitute teachers; office and clerical personnel; bus drivers and bus mechanics and other transportation personnel; custodial, maintenance and operation personnel.

- D. The Board agrees not to negotiate with or recognize any teachers' organization other than Caro Education Association/MEA/NEA, Inc. for the duration of this Agreement.

## ARTICLE 2 TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every eligible teacher of the District shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the United States or the Constitutions of Michigan and the United States: that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective negotiations with the Board or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such teacher.
- C. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights they may have under the Michigan General School Laws, Tenure Act, or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- D. The Board agrees that it will in no way discriminate against or between teachers because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence.
- E. All communications obtained by a teacher in confidence during the course of their professional duties which if disclosed to other persons might result in substantial and irreparable harm to the student involved need not, except with the consent of said teachers,

be disclosed to anyone, including but not limited to any school administrator, parent or guardian, unless said disclosure is required by law. In addition, the refusal to reveal such information shall not be considered cause for discipline or dismissal nor may any reference to such a refusal become part of any personnel record unless such refusal is made in bad faith by the teacher.

- F. The teachers agree to abide by Board of Education policies - unless otherwise provided in this agreement. Board of Education policies shall be submitted to teachers in writing.
- G. A teacher shall have the right to review the contents of all records of the district pertaining to said teacher, excluding pre-employment reference materials, and to have a representative of the Association present with them, but in any instance only in the presence of the custodian of said records. Other examination of a teacher's file(s) shall be limited to supervisory personnel. Each file shall contain a record indicating who has reviewed it and the date reviewed. The foregoing shall exclude secretarial or clerical search for information.
- H. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The teacher may submit a written notation regarding any material including complaints and the same shall be attached to the file copy of the material in question. If the teacher believes the material to be placed in their file is inappropriate or in error, the teacher may request the material be corrected or expunged from their file, whichever is appropriate. A teacher may invoke the grievance procedure if said teacher is grieved by the ultimate action taken. When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate their awareness of the material but shall not be interpreted to mean agreement with the content of the material.
- I. During the period of a teacher's employment and thereafter, they shall have and retain all property and copyright interests in and to any book, lesson plans, article, publication, motion picture, filmstrip, recording, musical composition, curricular outline, teaching materials, or other creative or copyright work, written, composed, created, or devised by such teacher.
- J. The Board specifically recognizes the rights of the teachers appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the grievance procedure provisions of this Agreement, and the Board and Association agree to be bound by any lawful order or award thereof.
- K. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association, either on or off school premises.

- L. Prior to 6:00 p.m., the Association and its members may use school building facilities without cost on school days for meetings. The principal of the building in question will be notified twenty-four (24) hours in advance of the time and place for all such meetings, and he will designate the room or rooms to be used. All requests for building use after 6:00 p.m. and on week-ends for meetings of the Association members shall conform to Board policies and such use shall be without cost to the Association. Association meetings shall not be held during regularly scheduled school hours.
- M. The Board agrees to furnish, to the Association without cost, one (1) copy of any information pertinent to collective bargaining and contract maintenance. The information required must be specified in writing. Original records are to be examined only at the office of the Superintendent. When information is requested for contract maintenance, time limits in the grievance procedure shall be held in abeyance until such information is provided or it is determined by proper authority that the information need not be provided.

#### BOARD RIGHTS

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitutions of the State of Michigan and the United States: provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement which are not violative of said laws and constitutions; including but not limited to the following:
  1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during said employees' working hours;
  2. To hire all teachers and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their suspensions, dismissals, or demotions, and to promote and transfer all such employees;
  3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;
  5. To determine class schedules, the duties and responsibilities of teachers;

6. To determine program reductions, elimination of staff positions and any other action required to balance the school district budget.

ARTICLE 4  
SENIORITY, LAYOFF AND RECALL

- A. The word "Layoff" shall mean a necessary reduction in the work force due to decreased student enrollment, elimination of program or shortage of revenue. The Board shall make a reasonable attempt to avoid unnecessary reduction in the work force during the school year. In the event layoffs are imminent, the Association shall be notified prior to public action, but subsequent to notification to the individual teachers affected.
- B. The Board and the Association shall agree on a seniority list no later than thirty (30) days following the ratification of this agreement. In the event a seniority list cannot be agreed to, the Board shall establish the list, which may be subject to the grievance procedure. Every October 30 and April 30 thereafter, a seniority list shall be prepared by the Board. All teachers shall be ranked on the list in the order of their last date of hire in the district as a teacher. Adjustments to seniority ranking as provided for in other Articles of this Agreement shall be made semi-annually on October 30 and April 30.
- C. Definition of Seniority:
  1. One (1) year seniority shall be defined as the number of teacher days in the negotiated calendar. Persons working less than full time shall acquire seniority on a pro-rata basis, 6 hours being equal to one work day.
  2. In no case shall a teacher acquire more than one year seniority in a 12 month period from July 1 to June 30 to the following year.
  3. No extra-curricular duties will qualify for seniority.
  4. Teachers working one-half time or more at the date of ratification of the July 1, 1982-84 contract, shall acquire seniority as if they were full-time until they refuse or fail to respond to a written offer of a full-time position. A written offer of a full-time position shall not be made to a one-half time teacher until all laid off teachers certified to fill the vacancy have refused the position or failed to respond to the offer. Two one-half time positions offered to a one-half time teacher shall be considered an offer of a full time position. If said teacher elects to remain half-time, seniority shall be acquired on a pro-rata basis from that date forward.
  5. Full-time teachers forced to take a part-time position shall continue to accrue full seniority as if they were full time until they refuse or fail to respond to a written offer of a full-time

position.

- D. Where computation of seniority credits find two or more teachers with the same last date of hire in the Caro Community School system, the following criteria shall be applied in the order listed to establish an individual seniority credit ranking:
1. Prior semesters of certificated service in the Caro Community Schools. If still tied;
  2. Total years previous classroom teaching experience. If still tied;
  3. Semester hours academic credit acquire post B.A. or B.S. If still tied;
  4. Prior number of days as a substitute teacher in Caro Community Schools (documentation must be provided). If still tied;
  5. Prior years experience as an Adult Education Teacher in the Caro Community Schools. This experience shall not accumulate in addition to regular classroom experience during an academic year, but will constitute experience in the Caro Community Schools when the Teacher was not also employed as a regular classroom teacher. If still tied;
  6. Lottery.
- E. The seniority list shall be posted conspicuously in all buildings of the district by November 15 and May 15 of each school year. Revisions and updates of the seniority list shall also be posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- F. All seniority is lost when employment is severed by resignation, retirement or discharge for cause; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.
- G. Teachers who shall be transferred to supervision or administration and shall later return to teacher status shall be credited only with their accrued seniority prior to transfer and shall not accrue seniority credit while an administrator or supervisor.
- H. Seniority shall continue to accumulate when teachers are on military leave. Seniority shall not accrue during sabbatical, study, parental, health or Association leave in excess of six weeks; however, teachers on such leave shall retain seniority and all rights and benefits held prior to commencement of the leave.
- I. The following procedures will be followed when teachers are laid off:
1. A teacher will not be laid off during a semester.



2. Teachers shall receive at least fifteen (15) days notice prior to their effective date of layoff unless it can be reasonably determined prior to that time that a teacher will be laid off. In that event, the earliest possible notice of layoff will be given to the teacher.
  3. Probationary teachers shall be laid off first, unless there is no tenured teacher certified to perform the duties of the position.
  4. Then, beginning with the most senior teacher on the seniority list, each teacher shall be placed in an assignment in the following order of priority:
    - a. Current assignment; if not available, then;
    - b. Another grade or assignment in any building for which they are certified provided that only the least senior teacher in an area of certification shall be displaced. If a choice of building, grade or department is possible because more than one teacher is displaced, the teacher's choice shall be honored.
    - c. If no position is available, in any grade-department for which the teacher is certified, in any building, the teacher will then be laid off.
    - d. This Section I, 4, shall be subordinate to Article 13 transfers.
  5. Involuntary transfers shall be made to insure retention of the most senior teachers.
- J. Laid off teachers shall be recalled to the first vacancy for which they are certified/licensed in reverse order of layoff, provided the Board knows the vacancy shall be of at least sixty (60) teacher days in duration. All laid off teachers shall be recalled immediately upon the resolution of any circumstance which may have precipitated the reduction in staff. A request by a person on staff for a voluntary transfer to a vacancy may be granted provided that such a transfer does not exclude the last laid off teacher from recall.
- K. Laid off teachers shall be considered laid off until they are reinstated in the District. Refusal of an offer from the Board to take a position comparable in compensation to the one from which they were laid off and for which the laid off teacher is certified/licensed, or failure to respond within fourteen (14) days of receipt of a written offer from the Board, shall be cause for termination.
- L. Notifications of a recall shall be in writing with a copy to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.
- M. Recalled teachers shall be entitled to all sickness and leave benefits as provided herein which accrued prior to layoff. Utilization of such

benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.

- N. Laid off teachers shall, upon application, be granted priority status on the District substitute teacher list.
- O. Insurance protection provided in this agreement shall be available to a teacher laid off under this Article. The teachers must pay the monthly group rate premiums in advance of the due date to the Central Office. The terms of coverage will be as determined by the carrier. Teachers laid off at the end of a school year shall be entitled to a full insurance protection through the following September 30th. Teachers laid off at the end of the first semester of a school year shall be entitled to full insurance protection through the following March 31st.
- P. Changes in a laid off teacher's post graduate hours after the school year following layoff shall not permit the teacher to be advanced on the seniority list until recalled.
- Q. Additions to a laid off teacher's certification following a layoff shall allow the laid off teacher to bump a less senior teacher. Such bumping shall occur only at the beginning of the following school year. Teachers who intend to re-qualify under this provision shall notify the Association and the Board of that intent prior to the end of the school year. Proof of enrollment and/or course completion shall be furnished to the Board six (6) weeks prior to the opening of the fall term.

ARTICLE 5  
PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association or who has applied for membership, may sign and deliver to the Board an assignment authorizing deductions of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution and By-Laws. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20) of such dues, assessments and contributions from the regular salary check of the teacher each pay period beginning with the first pay and ending with the twentieth pay of each year. The Board agrees to transmit the dues to the appropriate Association officer at the end of each month. Deductions for teachers who become employed after the commencement of the school year shall follow the same procedure.
- B. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall, as a condition of employment, pay as a fee to the Association a sum equivalent to the combined membership dues of the following three (3) Associations: NEA, MEA, and CEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as

provided in paragraph A of this article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in paragraph A, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that failure of any teacher to comply with the provisions of the Article is just and reasonable cause for discharge from employment.

- C. The Board of Education shall pay all sums deducted as authorized for deduction by the employee to the payee described on the standard authorization form. These sums shall include deductions mutually accepted by the Board and the Association. The Association agrees to advise promptly the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this article and not otherwise available to the Board.
- D. The Association agrees that the Board will not be held responsible for any sums improperly checked off and remitted to the teacher's organization, plus any costs, including Attorney fees incurred by the Board in connection therewith, unless the Board willfully or negligently remits such sums contrary to the authorization of a teacher.

#### ARTICLE 6 COMPENSATION

- A. The salaries of the teachers covered by this Agreement are set forth in Schedule A-1, 2, 3, which is incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Salaries shall be paid in 21 or 26 installments as elected by the employee, with the first payment to take place on the Friday of the second week of work, see Schedule A-1, 2, 3, and continuing every other Friday thereafter until the 21st or 26th installment shall have been paid, unless a teacher requests a lump sum payment prior to the end of the school year.
- C. The salary schedule is based upon the teaching day, load and year as described in Articles 6 and 7 of this Agreement. Whenever a teacher is requested to serve in a replacement, relief, or special duty capacity, such extra time (hourly basis) shall be noted by the Supervising Principal. Prior to the last pay in June, an accounting of all such extra service time shall be made. All such time served in excess of three (3) hours shall be paid at an hourly rate equal to the extra class rate as explained in Schedule A2, divided by the number of scheduled days of instruction. Principals will avoid all such special duty whenever possible. Teachers may elect to relieve another teacher for special occasions without a time accounting whenever such an arrangement is mutually agreed upon by the teachers involved and the principal or some other designated person.
- D. When a teacher's absences from work are not covered by the applicable

sections of Article 14 or Article 15, deductions from said teacher's salary shall be made according to the following formula:

Step #1: Total contracted wage divided by the actual number of teacher work days equals average daily rate.

Step #2: Average daily rate multiplied by the number of days absent equals total deduction to be made.

Sample: Contracted salary, \$18,500; Number of teacher days: 185; Daily rate, \$18,500.00 divided by 185 equals \$100.00; Number of days absent: 4; Deduction, 4 x \$100.00 equal \$400.00

- E. Individual teacher contracts shall be made subject to the terms and conditions of the Master Agreement. Teachers hired for 60 work days or more in the same position will be issued individual contracts which will be subject to the Master Agreement.
- F. Teachers shall be given up to a maximum of ten years credit on the salary schedule for outside teaching experience in any school district in the State of Michigan or any other teaching experience in a school district accredited by a recognized accrediting agency. Teachers who have fractions of experience equaling one-half year or over will be placed on the next higher step.
- G. Increments become effective at the beginning of the fall semester and advancement under the salary schedule shall be automatic as of the beginning of each semester following completion of required academic or professional courses. Extra hours and degrees must be established ten (10) days prior to the beginning of the following semester. (If adjustment has not been made for courses taken, adjustment will be made when grades or proof of work has been submitted.)
- H. Teachers working less than full time shall be entitled to a proportional share of fringe benefits if a proportional share is available through, and provided by, the negotiated insurance carrier.
- I. If a teacher's schedule shall necessitate driving their car from one school building to another, they will be reimbursed at the rate established by Board policy.
- J. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal will not be penalized in loss of pay, leave days or other benefits for absence due to such service, provided a statement from the court certifying the days of service is filed with the Board. The individual will remit to the Board the amount of compensation received for such duty from the court.
- K. Teachers teaching only part of a year or part of each day in a year shall be paid pro-rata on the salary schedule in direct proportion to the ratio of time served compared to the total school time in that year.

- L. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, Credit Union, charitable donations or any other plans or programs jointly approved by the Association and the Board.
- M. Paychecks will be placed in teachers' mailboxes by 3:15 p.m. of each scheduled payday.

ARTICLE 7  
DUTY ASSIGNMENTS

- A. The starting time and dismissal time for students shall be as follows:
  - 1. Grades K-12, 8:30 a.m. to 3:15 p.m.
  - 2. The above times shall be waived if financing or enrollment problems require split sessions or time changes.
- B. Hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester, but shall in no event be longer than the foregoing.
- C. A full-time teaching day shall consist of a total of 7 1/4 hours of total time. Such time will include instruction, preparation and lunch time per each scheduled school day. The 7 1/4 hours of total time shall be scheduled by the supervisory principal between the hours of 7:30 a.m. and 4:15 p.m. Teachers are to be in their assigned area fifteen (15) minutes before their morning classes, during their class period, and remain fifteen (15) minutes after their afternoon classes. Teachers recognize that they are to be in their rooms and are responsible for them for the time specified in the contract. During assemblies or special activities, teachers are to remain with their assigned group. However, emergencies or requests to the principal or superintendent may constitute an exception.
- D. The teacher's work year will not exceed the number of scheduled work days as determined in the negotiated calendar. Scheduled work days shall include: those days when students are in attendance; orientation days at the beginning of the school year for all teachers, conference and curriculum days, record days which may occur at mid-year and/or the close of the school year, and any other days on which teacher's attendance is required. In no case shall the scheduled instruction days be less than 180, regardless of school starting or ending dates previously established. The Board of Education shall be entitled to reschedule days lost in the event school is closed for the lack of sufficient instructional staff which would not allow such days to be counted as days of student instruction. The rescheduling of such days shall not entitle employees to additional compensation.
- E. Teachers may only be required to remain after the end of the regular work day without additional compensation for up to one and one-half (1 1/2) hours no more than twice a month, to attend meetings called by the school principal or superintendent. Teachers may be required to attend up to two (2) evening meetings each semester. Attendance at all other evening meetings will be at the option of the individual

teacher. However, emergency meetings may be called by the program directors, building principals or superintendent whenever the need arises. All teachers are expected to attend staff meetings under the provisions of this section unless expressly excused by the administrator in charge.

F. Teachers will have a duty-free lunch period of the following lengths:

1. Elementary teachers will have a duty-free lunch period of sixty (60) minutes daily.
2. Secondary teachers will have, in addition to their thirty (30) minute lunch period, a preparation period equal to one class period daily.
3. Teachers with instructional responsibilities in both elementary and secondary programs shall receive a minimum of forty-five (45) minutes preparation time and a lunch period of not less than thirty (30) minutes daily.
4. Special teachers in elementary grades (Art, Music, Physical Education) who have:
  - a. responsibilities in both elementary and secondary programs will receive a minimum of forty-five (45) minutes preparation time and a lunch period of not less than thirty (30) minutes daily.
  - b. responsibilities in only elementary program but travel from room to room will receive a minimum of forty-five (45) minutes preparation time and a lunch period of one (1) hour daily.
  - c. responsibilities in only elementary program and are not required to travel from room to room will receive a minimum of thirty (30) minutes preparation time and a lunch period of one (1) hour daily.

G. Elementary teachers will have a duty-free recess period as follows:

6th grade - 15 minutes a.m. daily

K-5th grade - 15 minutes a.m. - 15 minutes p.m. daily

One teacher shall be on stand-by duty within the building for emergencies.

H. In as much as pupils are entitled to be taught by teachers who are working within their area of competence, assignments shall be within these areas of teacher competence, the teacher's certificate, or their major or minor fields of study, except temporarily and/or for good cause.

I. Secondary school teachers will not be required to teach more than two (2) subject areas. Whenever possible, teaching preparations will not exceed more than three (3) preparations if he or she so desires.

J. Teacher work days shall include all days students are in attendance, and all other days that teachers are required to be in attendance by the Caro Board of Education. Specifically excluded are holidays, vacations, conferences called by the MEA, AFT, or any organization other than the Caro Board of Education, days lost by teachers due to work stoppages, failure to report or teacher strikes. The following terms and conditions shall apply to all "Act of God" days:

1. In the event that the Legislature, Department of Education, and/or the State Board of Education lawfully adopts rules and regulations which require the make up of some or all Act of God days, and where the failure to make up said days will result in an actual reduction of state aid, the parties agree that teachers will receive their regular pay for days which are cancelled; make up any required days; and work on the required rescheduled days with no additional compensation. Provided, however, the following procedures shall apply:

a. The parties agree to meet in an effort to mutually agree on when any make up days would occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Schedule A-4. When it becomes necessary to add make up days on the end of the calendar, any such days shall take the place of and include scheduled teacher work days in June.

b. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.

c. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills, if a replacement is available, the teacher may:

1. Use his or her personal leave
2. Use his or her sick leave, or
3. Apply for unpaid leave time.

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

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

d. Should the provisions of the State Law, the Department of Education and/or the State Board of Education rules and regulations be rescinded, or modified, to provide that the state aid will not be reduced in the event Act of God days are not made up, Article 7 (J) (1) shall be considered null and void and the provisions and practices in existence prior

to this Agreement [(July 1, 1984 - June 30, 1987, Professional Negotiations Agreement, Article 7, Section (J) (1)], shall be reinstated, to the extent permitted by Law, rule as specified below, or regulation.

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

2. If a teacher elects a leave day for personal business, no charge against that teacher's leave accumulation will be made if school is called on that day, due to an "Act of GOD".
3. Absence on days scheduled as regular work days without students in attendance shall be charged against the teacher's accumulated leave unless the Superintendent or his appointed representatives have specifically notified the staff through WKYO, WIDL, TV Channel 5, or any personal contact by phone or in person, that they need not report.
4. No deduction shall be made from accumulated leave or salary for teachers who are ill on "Act of GOD" days.
5. Teachers on unpaid leave shall not receive credit for Act of God days occurring during said leave as a regular work day. In the event a teacher losing credit under this paragraph works the make up days as provided hereinafter, said teacher shall receive full credit and compensation for all days worked.
6. Teachers who are absent on days when school is in session shall be charged for leave time as follows, when school closes prior to the regular closing time:
  - a. 1/2 day leave time shall be charged for all portions of missed time to and including 1/2 of a regular school day unless, however, teachers are asked to remain.
  - b. a full day of leave time shall be charged if school is in session any amount over 1/2 day.



7. When school is dismissed prior to regular closing time due to Acts of God, teachers shall remain 15 minutes after student dismissal. Such fractional days shall be counted as full days of school. Teachers may be requested to remain an additional period of time if, in the opinion of the administrator, their presence is necessary for the safety and control of students.

ARTICLE 8  
BUILDING CURRICULUM COUNCIL

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

ARTICLE 9  
SYSTEM WIDE CURRICULUM COUNCIL

- A. Membership of system wide Curriculum Council shall consist of:
  1. Teachers from the building curriculum committees.
  2. Four (4) parents, one with a child in Schall, one with a child in McComb, one with a child in High School and one with a child in Junior High. Three (3) parents shall be selected by each Building Curriculum Committee and their names submitted to the

- Superintendent, who shall then select one parent from each group to serve on the Curriculum Council.
3. Two (2) Senior High Students selected by the Student Council.
  4. Two (2) Administrators, one elementary and one secondary.
  5. Board Members, ex-officio.
  6. Superintendent, ex-officio.
- B. Officers: Elected by the Curriculum Council. The chairperson shall receive recommendations from all committees.
  - C. Time of Meetings: There shall be one meeting in the month of September, further meetings shall be as established by the council.
  - D. Function: Receive recommendations of building curriculum committees: charge ad hoc sub committees with specific areas of study: receive reports of said committees: recommend change or send back for further study reports of committees: recommend to the Superintendent, who shall submit the committee proposal to the Board.
  - E. Areas of study shall include, but not be limited to:
    1. Curriculum
    2. Textbook changes
    3. Student discipline policy
    4. Testing
    5. Professional development
  - F. Sub Committees: Ad Hoc committees made up of both professional and lay people from the community.
  - G. Records: Both curriculum council and ad hoc committees shall keep minutes of meetings. Said minutes shall be submitted to the Superintendent and the Board.
  - H. General: Ad hoc committees shall generally exist less than a school year, and shall make recommendations in time to be implemented for the following year.
  - I. Limitations: Said recommendations shall be in an advisory capacity only.
  - J. The clerical expenses of the Curriculum Council and its sub committees shall be borne by the Board.

ARTICLE 10  
CLASS SIZE

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

Developmental Kindergarten . . . . . 20 pupils

Transitional . . . . . 20 pupils  
 Early Childhood . . . . . 15 pupils  
  
 Kindergarten and 1st grade . . . . . 25 pupils  
 2nd through 6th grades . . . . . 28 pupils  
 Special Education class limits are determined by State Law.

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

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

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

2. Secondary

English Composition ----- 25 pupils  
 English ----- 28 pupils  
 Social Studies ----- 28 pupils  
 General Education ----- 28 pupils  
 Mathematics ----- 28 pupils  
 Science ----- 28 pupils  
 Language ----- 28 pupils  
 Business ----- 28 pupils  
 Typing ----- 35 pupils  
 Industrial Arts ----- 25 pupils  
 Vocational Shops ----- 25 pupils  
 Drafting ----- 25 pupils  
 Agriculture ----- 25 pupils  
 Homemaking ----- 25 pupils  
 Art ----- 25 pupils  
 Music (Instrumental) ----- 25 pupils  
 Physical Education ----- 40 pupils  
 Study Hall ----- 100 pupils  
 Pool ----- 40 pupils  
 Hygiene ----- 28 pupils

- B. No teacher shall be disciplined, directly or indirectly, by the Board, its administrators, or representatives in any way due to the teacher having filed a complaint as defined in Part 1 R 340.1701(g) of the Revised Administrative Rules for Special Education effective July 1, 1987, participating in the investigation and/or resolution of such complaint as provided in Part 8 of said Special Education Rules: filing a report with the intermediate school district pursuant to Part 8 of the Revised Administrative Rules for Special Education effective July 1, 1987, 340.1851 or; referring a person whom the teacher has reasonable cause to believe is handicapped to the

superintendent or his designee for evaluation pursuant to Rule 340.1702 of the Revised Administrative Rules for Special Education effective July 1, 1987; provided the administration of Caro Community Schools shall have received written notice of the intended action of the teacher prior to any actions referred to herein, which are in writing, being taken.

- C. In order to ensure the best educational programs for all the children in the District (both the regular classroom child and the Special Education child), the following guidelines shall be adhered to:
1. Integration will not take place in a classroom that has two or more grade levels combined (eg. a 2nd-3rd grade split).
  2. Both the sending and receiving regular classroom teacher and the special education teacher shall be involved in the I.E.P.C. or I.E.P. meetings whenever a change in the student's status is necessary.
  3. Each building shall have a copy of P.A. 451 and Revised Administrative Rules for Special Education effective July 1, 1987, the Tuscola ISD plan for delivery of Special Education Programs and Services, and any Special Education Rules, Regulation, and/or Guidelines available to the teachers.
  4. When a special education student is to be placed in a regular classroom a face to face conference between the general education teacher and the Special Education teacher shall occur in order to inform the general education teacher in regard to student information.
  5. Whenever an emergency conference is necessary between the regular classroom teacher and the Special Education teacher, someone will cover for the teachers involved.
  6. Any teacher who feels that a student program needs to be re-evaluated has the right to request an additional I.E.P.C. meeting for the purpose of changing the plan.
- D. In the event that the class size limits in Section A are exceeded, a teacher in Grades Kindergarten through Sixth shall be compensated for the overload on a basis of average daily enrollment each semester at a rate of one dollar per day per student in excess of the limit.  
SAMPLE: Total daily class enrollment (including special needs students) (2700) divided by the number of instruction days in semester (90) equals the average daily enrollment (30) less the maximum class limits as stated in the Master Contract Article 10, Section A (28) equals the number exceeding the maximum (2) times the rate (\$1.00) per day times the number of days of instruction (90) equals the stipend (\$180).
- E. The Maximum in Grades Seven (7) through Twelve (12) shall not be exceeded by more than ten (10) percent provided space, personnel and finances are available.

ARTICLE 11  
TEACHING CONDITIONS

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

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio visual equipment, art supplies, athletic equipment, music equipment and materials, current periodicals, standard texts and questionnaires and similar materials are the tools of the teaching profession. Administrators and teachers will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained within available funds as determined by the Board of Education.
- B. Teachers may drive a regularly scheduled bus run, but such bus runs will not be a part of their regularly assigned duties.
- C. The Board shall make available in each school, a lounge and/or work study room for the teachers. When practicable and possible, lavatory facilities for teacher use shall also be made available; such lounge or work room, shall, however, be available to all employees or volunteers of Caro Community Schools.
- D. Telephone facilities shall be made available to teachers for appropriate school use and personal emergencies. Personal long distance calls are not to be made on school phones. All long distance calls for school purposes are to be recorded by the caller in the office of the building principal or superintendent.
- E. Cafeteria facilities will be available to teachers during the regular student lunch periods. All teachers are required to pay the regular rates established for adult personnel.
- F. Adequate parking facilities shall be made available to teachers.
- G. The teachers recognize that their responsibility to their students and profession requires that they perform duties beyond their regular classroom assignment. This includes supervision of extra-curricular activities and student functions, and may require time beyond the normal work day. Any decisions made hereunder shall be made jointly by the Board and the Association.
- H. The Association agrees that there are certain quasi-clerical tasks which teachers shall be expected to perform. Examples of such tasks are: collecting of moneys, distributing milk, inventorying of books, typing tests, duplicating educational materials, operating audio-

visual equipment and supervising students outside the classroom. Every effort shall be made by the Board to minimize these tasks. Standardized tests will be machine scored at school expense, except by written mutual consent of the teacher or teachers involved, the Administration and the Association.

ARTICLE 12  
VACANCIES AND PROMOTIONS

- A. For the purpose of this article, a vacancy shall be defined for purposes of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a newly created position. A position shall include teacher, administrator and supervisor.
- B. During the school year, notices of all vacancies and newly created positions shall be prominently posted in Teacher Study Centers and Principals' offices, in each school or department, for not less than ten (10) calendar days prior to the closing date for filing applications as soon as the vacancy or new position is determined to exist. No position shall be filled except in case of emergency and on a temporary basis until such vacancy shall have been posted for at least ten (10) calendar days. The time for posting vacancies shall be shortened from ten (10) calendar days to five (5) calendar days for the months of August and September only. Notices of vacancies and newly created positions shall include academic and experience requirements, personal skills, responsibilities of the position, the date the position is to be open and instructions for filing application.
- C. All teachers during summer break will receive notice of administrative, teaching and schedule A-2 vacancies.
- D. Extra-curricular positions are filled on a yearly basis. If a teacher is not to be re-hired for an extra-curricular position, he shall be notified in writing at least ten (10) calendar days in advance of the posting of the vacancy. Any teacher not desiring to continue in an extra-curricular position, shall notify the Board in writing by June 1 of the current year.
- E. A teacher may apply for any open position for which he/she is certified, at any time. Such application should be in writing, addressed to the Superintendent of Schools. Applications must be renewed annually. It shall be the administration's responsibility to describe newly created positions and to discuss the qualifications of vacated positions with candidates. Teachers are encouraged to apply for any position for which they are certified and, if qualifications and abilities are equal in the opinion of the administration, preference will be given to teachers currently in the school system and those with the longest service in the system.
- F. In filling vacancies to administrative positions, the Board shall consider the professional qualifications, background, attainments, and service in the school district of all applicants. The parties

recognize that, while the Board will continue to adhere to its practice of promotions from within its own teaching staff, the filling of vacancies of a promotional or administrative nature is a prerogative of the Board and the decision of the Board will be final.

- G. Any teacher not desiring to continue in a teaching position, shall notify the Board of Education, in writing, thirty (30) days prior to leaving the position.

#### ARTICLE 13 TRANSFERS

- A. Transfers shall be defined as a change in work locations, change in grade level or subject area taught or a change in position. Requests by a teacher for transfer may be made at any time, but shall be renewed annually for consideration. Such requests shall be made in writing to the Superintendent's Office. The application shall set forth the school, grade, subject, area or position sought and the applicant's qualifications. Such requests shall be reviewed twice each year to assure active consideration by the Board. The record of transfer, the transfer request and all evaluative data pertaining thereto, shall be made part of the teacher's personnel file. No teacher shall be discriminated against, because a request for transfer has been submitted.
- B. Receipt of all applications and requests referred to in this article, shall be acknowledged by the Board within five (5) working days.
- C. The right to assign or transfer a teacher is vested in the Board. The Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher, delineating the reasons for said transfer and whenever possible, the transfer will be voluntary.
- D. No teacher shall be transferred involuntarily more than once within a three (3) year period except with the consent of the teacher or because of reduction of staff, or elimination of program or classroom.
- E. An involuntary transfer shall be defined as a change in work location, a change in grade level or subject area taught, or a change in position which was not caused or initiated by the teacher. Teachers involuntarily transferred shall be entitled to the first available opening for which they are certified with priority being given to the teacher with the most seniority determined in accordance with Article 4 Sections (C) and (D) on seniority, provided there is someone available to fill their position on staff or a new hire is necessary. This provision shall not be used to exclude laid off teachers from recall.

#### ARTICLE 14 PAID LEAVES OF ABSENCE

- A. At the beginning of each school year, each teacher will be granted twelve (12) leave days. The unused portion shall accumulate from year

to year without limitation. Teachers employed during the summer in teaching positions will accumulate one (1) day's leave time for each four (4) weeks work.

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

- B. Leave days may be used by a teacher for the following reasons and subject to the following conditions:
1. a. Personal Illness or Disability - The teacher may use all or any portion of their leave to recover from their illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recover therefrom.
  - b. A teacher may use all or any portion of their accumulated leave time for the illness of their spouse, child, parent or anyone living in their immediate household.
  2. Up to but not exceeding three (3) days may be used by a teacher for each death in the teacher's immediate family. "Immediate family" is interpreted to include father, mother, brother, sister, husband, wife, child, parent-in-law, grandparent, grandchild, or any other person who has clearly stood in the same relationship with the teacher as any of these. The number of days for funerals or any additional bereavement days will be determined as each separate case arises at the discretion of the Superintendent. Leave for bereavement beyond three (3) days shall be deducted from accumulated leave time.
  3. Paid leave may be allowed a teacher for in-service meetings or educational opportunities which require absence from the teacher's regular responsibilities.
  4. Four (4) days leave time, with pay, may be used for personal business each year. Personal business days will not be granted under the following conditions:
    - a. If the days requested fall during the first two (2) weeks or the last week of school or the last two (2) days of any marking period. Concerning the last week of school, Article 7, Section J, Subsection 1-c supersedes.
    - b. If the days requested immediately precede or follow the regularly scheduled vacation periods, Easter, Memorial Day, Labor Day, Thanksgiving and Christmas.
- C. Teachers shall give their building principal notice by calling a number provided them before 7:00 a.m., that they are unable to report for work on any given day for illness or emergency. Whenever possible, all other requests for leaves of absence must be requested from the building principal forty-eight (48) hours prior to the time



such leave is desired.

- D. Teachers will be given an accounting of the unused portion of accumulated leave time as soon after the end of the fiscal year as possible.
- E. Employees who are present when school is in session, but leave prior to the regular closing time, shall be charged for leave time as follows:
  - 1. One-half (1/2) day leave time shall be charged for all portions of missed time to, and including, one-half (1/2) of a regularly scheduled teacher work day.
  - 2. A full day of leave time shall be charged for all portions of missed time that exceed one-half (1/2) day of a regularly scheduled teacher work day.
  - 3. Exception Paragraph. At the discretion of the supervising principal, a teacher may be excused for a period of time not to exceed forty-five (45) minutes to attend to personal and professional matters that cannot be handled at another time. The intention is not to cover for sickness but to attend to matters of a professional or personal nature that can be handled only in this manner.
- F. At the beginning of each school year, fifteen (15) Association leave days shall be granted, with pay, to be used by members of the Association for those duties deemed appropriate by the Association President. Such days shall not be cumulative and no more than one (1) teacher may use more than five (5) of such days in any one school year. Substitutes for such days will be paid in the following manner: The first five (5) days used, substitutes will be paid by the Board. For the balance of days used the substitutes will be paid by the Association.

ARTICLE 15  
UNPAID LEAVES OF ABSENCE

- A. Any tenured teacher shall be granted an unpaid leave of up to one (1) year duration upon request, provided a replacement is available. Said teacher shall be guaranteed return to a position in accordance with their seniority as determined in Article 4. No teacher shall be entitled to more than one such leave within a five year period, except as provided in Section C and Section J below.
- B. Any teacher granted a leave under the preceding section shall notify the Board of their intent to return in September prior to April 1.
- C. Additional one (1) year leaves may be granted by the Board upon written yearly request by a teacher. Upon termination of leave, said teacher shall be reinstated to the teaching staff in accordance with Article 4.

- D. Insurance protection provided in this agreement shall be available to a teacher on unpaid leave under this Article. The teacher must pay the monthly premiums in advance of the due date to the Central Office. The terms of coverage will be as determined by the carrier.
- E. Seniority shall not accrue when a teacher is on unpaid leave under this article for the period of time the leave is in excess of six (6) weeks. There shall be no loss of seniority rights or other benefits accrued prior to the leave.
- F. No more than two (2) teachers from the combined Schall school and the Annex; two (2) teachers from McComb school and Junior High; and two (2) teachers from the High School shall be on unpaid leave of absence under Section A. of this article at any given time. These limits do not include extensions granted to those already on leave or on child care leave.
- G. Tenure teachers, who have been elected as President or Secretary of the NEA or MEA, upon proper application to the Board, shall be granted a leave of absence for the purpose of performing duties for the Association for a period of two (2) years with pay, provided the National or State Association agrees to reimburse the local Board for this person's salary and fringe benefits so that they may continue to be on the local payroll. Teachers given leave of absence under this section, shall receive credit toward annual salary increment.
- H. The Board shall grant a leave of absence without pay to any tenure teacher to campaign for, or serve in, a public office. Any teacher taking leave under the provisions of this section shall be entitled to reinstatement in accordance with Section A. after the first year and Section C. thereafter.
- I. A teacher who is unable to work because of personal illness or disability as certified by a licensed physician, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave shall be renewed each year upon written request by the teacher provided the physician certification is provided.
- J. A leave of absence shall be granted to any teacher for the purpose of child care.
1. A pregnant teacher may commence said child care leave at her option. Anytime after the birth of the child and when she is physically able to adequately perform her teaching responsibilities she may return.
  2. In the event of the death of the object child of the leave, the leave of absence may be terminated upon the request of the teacher.
- K. If the unpaid leave of absence granted under this article is to be used as a sabbatical leave, the following shall apply:
1. The teacher must have completed at least seven (7) consecutive

years of service in the school system.

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

#### ARTICLE 16 RETIREMENT AND TERMINAL PAY

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

- A. Terminal Pay: Upon retirement of an employee under the provisions of the Michigan Public Schools Employees Retirement System, the Board shall pay the substitute teachers daily rate for each day of accumulated leave time to all employees with ten (10) years of service or more in the Caro system.
- B. Maximum allowable under this article shall be \$3,000.00. In the event of a teacher's death, the terminal pay will be paid to the teacher's beneficiary.

#### ARTICLE 17 INSURANCE PROTECTION

The Board shall provide without cost to the teacher the following MESSA-PAK:

Plan A: Health - Super Med 2 with MCR  
 LTD - Plan 1; 66 2/3%; 90 calendar day-modified  
 fill \$2,500 monthly maximum  
 Alc/drug 2 yr.  
 Men/nerv same as any other illness  
 SS Freeze  
 Dental- Delta Dental Plan A (modified) 006/ 75/60/75  
 Life - \$30,000 Negotiated Life with AD&D  
 Vision- VSP-2

Plan B: LTD - Same as Plan A  
 Dental- Delta Dental Plan E/007 80/80/80  
 Life - \$40,000 Negotiated Life with AD&D  
 Dependent  
 Life - \$10,000-spouse, \$5,000-each eligible child  
 Vision- VSP-3

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

Teachers not electing MESSA-PAK Plan A will select MESSA-Plan B. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

Any remaining dollars may be applied on an individual basis to purchase any of the MESSA Variable Options and/or MEFSA annuities.

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

#### ARTICLE 18 TEACHER EVALUATION

- A. Probationary teachers shall be evaluated at least two (2) times during each year and tenure teachers shall be evaluated at least once every three (3) years by their designated administrator. A written report shall be completed and signed by the designated administrator and the teacher. A copy of the report shall be given to the teacher upon request. A teacher may submit his own evaluation if he does not agree with the evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the superintendent regarding his evaluation.
- B. A teacher will have the right to review the contents of all records,

excluding initial references, of the district pertaining to said teacher, or originating after initial employment and to have a representative of the Association accompany him/her in such review. The review will be made in the presence of the administrator responsible for the safe-keeping of said records. Material of a disciplinary nature originating after initial employment will not be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the teacher believes that the material to be placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown, through the grievance procedure where upon the material will be corrected or expunged from the file. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

#### ARTICLE 19 PROFESSIONAL BEHAVIOR

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

- E. Any complaint made against a teacher or person for whom the teacher is administratively responsible, by any parent, student or any other person that will be used as a basis for disciplinary action will be promptly called to the attention of the teacher.
- F. If discharge of a teacher (including denial of tenure or placement on a third year or probation) is to be considered such action shall be in compliance with the Teacher Tenure Act.

ARTICLE 20  
PROTECTION OF TEACHERS

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

the class will impede the education of the balance of the class because of disruptions caused by said student, the teacher will notify the administration and appropriate action will be taken.

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

#### ARTICLE 21 PROFESSIONAL QUALIFICATIONS

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

#### ARTICLE 22 NEGOTIATION PROCEDURES

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

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

- B. Beginning not later than March 1 of the calendar year in which this Agreement expires, the Caro Education Association and the Board agree to negotiate over a Successor Agreement in accordance with the procedures set forth herein in a good-faith effort to reach Agreement concerning teachers' salaries, school calendar and all other conditions of their employment. Any Agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and the Caro Education Association.
- C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that non-final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals,

consider proposals and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.

- D. If the negotiations described in this Article have reached an impasse, upon expiration of this contract, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- E. All Agreements are tentative until final Agreement is reached on the complete contract. Tentative Agreements shall be duplicated, dated and initialed by the chairperson of each party.
- F. Each party shall have its chief negotiator present for each meeting.
- G. Each party may keep its own minutes of the negotiating proceedings.
- H. Either party may caucus at any time.
- I. The parties to this Agreement will notify each other, in writing, of names of those who are to represent them in the administration of this Agreement and those who have the authority to negotiate for them when that is appropriate.

ARTICLE 23  
PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE

A. Definitions:

- 1. A claim or complaint by a bargaining unit member or group of bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the Employer which is in conflict with the collective agreement may be processed as grievance as hereinafter provided.
- 2. The "aggrieved person" is the Association member(s) making the claim.
- 3. The term "teacher/grievant(s)" includes any individual or group who is a member of the bargaining unit or the Association representing one or more members of the bargaining unit covered by this contract.
- 4. A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
- 5. The term "days" shall mean calendar days.

B. Purpose:

The primary purpose of the procedure is to secure at lowest level possible, equitable solutions to the grievances of the parties. Both parties agree that these proceedings shall be kept as confidential as



may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with the immediate supervisor.

C. Structure:

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

D. Procedure:

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

A teacher with a grievance may proceed individually or together with his Association Representative or through the Association Representative through all levels of the grievance procedure.

1. Informal Level:

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

2. Formal Level 1.

The formalized grievance shall be submitted, in writing on the proper form including the nature of the grievance, as well as date of occurrence, the article and section allegedly violated, the remedy requested and the signature of the grievant(s), to the Association's grievance chairman and the immediate supervisor. The immediate supervisor shall, within seven (7) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association's grievance chairman.

If the grievant(s) is not satisfied with the disposition of the grievance at this level or if no disposition has been made within seven (7) days of receipt of the grievance at Formal Level 1, the grievant(s) shall, within five (5) days, proceed to Formal Level 2.

3. Formal Level 2:

Within seven (7) days after the grievance has been submitted to the superintendent, the superintendent or designee shall meet with the grievant(s) on the grievance. The superintendent or designee, within seven (7) days after the conclusion of the meeting, shall render his/her written decision thereon with copies sent to the Association's grievance chairman and the grievant(s). In the event the grievant(s) is not satisfied with the disposition of the grievance at Formal Level 2, or if no decision has been rendered within seven (7) days from date of the meeting with the Superintendent or designee, the grievance may be referred to the Board of Education's Review Committee within five (5) days.

4. Formal Level 3:

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

5. (a) Formal Level 4:

Within seven (7) days after receipt of a request by the aggrieved person, the PR&R Committee then determines if the grievance is meritorious, if it arises from the language of this Agreement or an alleged breach thereof, and if submitting it to arbitration is in the best interest of the Caro School System, it may, by written notice to the Board, submit the grievance to arbitration. Grievances which do not arise from the language of this Agreement or an alleged breach thereof, may be processed through Level Three, but will not be arbitrable.

(b) Within ten (10) days after written notice of submission to arbitration, the Board Committee and the PR&R Committee will agree upon a mutually acceptable arbitrator from a list of arbitrators provided by the American Arbitration Association and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to

obtain such a commitment within the specified period, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.

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

E. Rights to Representation:

Any party of interest may be represented at all meetings and hearing at any level of the grievance procedure by another teacher or another person. Provided, however, that any teacher may in no event, be represented by an officer, agent or other representative of any organization other than the Association. Provided, further, when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance processing.

F. Miscellaneous:

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Representative or the PR&R Committee, the grievance affects a group of teachers, the PR&R Committee may process the grievance at the appropriate level.
2. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants and shall not be included in or forwarded with the individual's personnel file when leaving the system.
5. Forms for filing grievances, serving notices, taking appeals,

making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.

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

or advantage, or adverse evaluation of teacher performance, asserted by the Board or representation thereof, without just cause shall be subject to the grievance procedure. All information forming the basis for disciplinary action will be made available to the teacher and the Association in writing.

ARTICLE 24  
SUB-CONTRACTING

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

ARTICLE 25  
ADULT EDUCATION

It is recognized by the Association, that it may be desirable to recognize certain working conditions unique to the teachers of Adult Education. The Adult Education certified Personnel shall be represented by the CEA Bargaining Unit. Therefore, the CEA proposed the following understanding relative to their employment.

Definition:

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

A. Teaching Hours

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

B. Teaching Conditions

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

C. Teacher Assignment and Transfers

The Adult Education Administrative staff has the right to hire and assign teachers on an as needed basis. Notification of tentative assignment for the next school year may be made no later than five (5) calendar days prior to the first scheduled class. Transfers will be made after consulting with the instructors.

D. Teachers will be paid for only days worked.

E. Continuity of Operation

Inclement Weather

1. Teachers will be paid when classes are canceled due to inclement weather unless it becomes law that inclement weather days must be made up, in which case teachers will be paid when classes are held.
2. When day school is canceled due to inclement weather, Adult Education classes will also be canceled.

F. Professional Compensation

Step 0 of Extra Duty Schedule divided by 1,242 = hourly rate

G. Seniority

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

Adult Education personnel currently on the Pre K-12 seniority list will continue to accrue seniority on that list.

Adult Education instructors will be kept on the seniority list under the following criteria:

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

H. Preparation Compensation

.90 @ hour of scheduled time

ARTICLE 26  
MATTERS CONTRARY TO AGREEMENT

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.
- B. Copies of this Agreement shall be printed at the expense of the Board and presented to the Association for distribution to all teachers now employed.
- C. Secretarial costs will belong to the Association.
- D. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties, in written and signed amendment to this Agreement.

ARTICLE 27  
AGREEMENTS CONTRARY TO LAW

If any provision of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

ARTICLE 28  
STRIKE PROHIBITION

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

DURATION OF AGREEMENT

This Agreement and all of its provisions (subject to any provisions hereof which are expressly stated to become effective at a later date) shall become effective July 1, 1987. Notwithstanding the foregoing, however, this Agreement shall not become effective unless and until it is ratified by a majority of the members of the Association, voting at a meeting duly called for such purpose and approved by the Board of Education of the Caro Community School System by resolution duly adopted.

This agreement shall continue in full force and effect to and including June 30, 1989.

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

BOARD OF EDUCATION  
CARO COMMUNITY SCHOOLS  
TUSCOLA COUNTY, MICHIGAN

By: *L. Robert VerBee* Date *10/15/87*  
*Bernard E. Nelson* Date *10/15/87*  
*Thomas T. Lanway* Date *10/15/87*  
*x Fowal Alet* Date *10/21/87*  
*Don V. Ryan* Date *10 21 -87*

CARO EDUCATION ASSOCIATION

By: *Dorothy J. Van Allen* Date *10/21/87*  
*James L. Garrison* Date *10/21/87*  
*Bill Paulist* Date *10/31/87*  
*Eileen J. Thorp* Date *10/21/87*  
*Jennifer Smith* Date *10/21/87*



SCHEDULE A-1  
1987-88 SALARY SCHEDULE

STEP		BA	BA+18 PERMANENT or CONT. CERT.	MA or BA+35	MA+10 or BA+45	MA+20 or BA+55	EDS or MA+30 or BA+65
NEW	OLD						
0	1	18332	18835	20015	20406	20812	21166
1	2	19139	19663	20895	21304	21728	22097
2	3	19981	20528	21814	22242	22685	23070
3	4	20860	21431	22774	23218	23682	24086
4	5	21778	22375	23775	24241	24723	25144
5	6	22736	23359	24820	25308	25812	26251
6	7	23735	24387	25912	26423	26948	27407
7	8	24780	25462	27054	27584	28134	28612
8	9	25869	26581	28245	28797	29372	29871
9	10	27010	27752	29487	30064	30664	31185
10	11	28197	28971	30784	31385	32013	32559
11	12	29438	30247	32139	32768	33421	33991

Longevity Pay:

15-19 years	\$400.00 additional
20-24 years	\$800.00 additional
25+ years	\$1200.00 additional

1988-89 SALARY SCHEDULE

<u>STEP</u> <u>NEW</u>	<u>OLD</u>	<u>BA</u>	<u>BA+18</u> <u>PERMANENT</u> <u>or CONT.</u> <u>CERT.</u>	<u>MA or</u> <u>BA+35</u>	<u>MA+10 or</u> <u>BA+45</u>	<u>MA+20 or</u> <u>BA+55</u>	<u>EDS or</u> <u>MA+30 or</u> <u>BA+65</u>
0	2	20383	20941	22253	22689	23140	23533
1	3	21280	21862	23232	23688	24160	24570
2	4	22216	22824	24254	24727	25221	25652
3	5	23194	23829	25320	25817	26330	26778
4	6	24214	24877	26433	26953	27490	27957
5	7	25278	25972	27596	28140	28700	29188
6	8	26391	27117	28813	29377	29963	30472
7	9	27550	28309	30081	30669	31281	31813
8	10	28766	29556	31404	32018	32657	33212
9	11	30030	30854	32785	33425	34094	34675
10	12	31351	32213	34228	34898	35593	36200

Longevity Pay:  
 15-19 years \$400.00 additional  
 20-24 years \$800.00 additional  
 25+ years \$1200.00 additional

SCHEDULE A-2  
EXTRA DUTY SCHEDULE

<u>ACTIVITY</u>	<u>VARSIITY</u>	<u>VARSIITY ASSISTANT</u>	<u>JUNIOR VARSITY</u>	<u>9TH</u>	<u>7TH &amp; 8TH</u>	<u>5TH &amp; 6TH</u>
Football	11%	8%	8%	8%	6%	4%
Basketball	11%		8%	8%	6%	4%
Baseball	11%		8%		6%	
Softball	11%		8%			
Track	11%	8%			6%	
Wrestling	11%	8%				
Cross Country	9%					
Golf	7%					
Volleyball	9%		6%			
Cheerleading	9%	(If two people: 7 1/2% Varsity; 4 1/2% Ass't)				
Gymnastics	5%	(One year study)				
Athl. Trainer	16%					
Debate	5%	per semester				
Forensics	5%	per semester				
Drama	3%	per play				
Vocal Music	1 1/2%	per evening or Saturday performance (maximum 9%)				
Instrumental Music	13%	8%				
Yearbook	8%	if outside class				
F.F.A.	3%					
F.H.A.	3%					
Extra Class	20% of 0 Step Extra Duty Table - TENURED TEACHERS ONLY					
Guidance	3% of current step					
Spec. Ed.	3% of current step					
Drivers Ed.	B.A. base divided by \$1,242=hourly rate					
Adult Ed.	Step 0 of Extra Duty Table - 1,242 = hourly rate					
Prep Time	.90 @ hour					
Department Heads & Key Teachers	3% of the Step 0 of Extra Duty Table					

1987-88  
Extra Duty Table

Step	
0	17560
1	18332
2	19139
3	19981
4	20860
5	21778

1988-89  
Extra Duty Table

Step	
0	18701
1	19524
2	20383
3	21280
4	22216
5	23194

SCHEDULE A-2  
CONDITIONS OF EXTRA DUTY SCHEDULE

1. Percentages are applied to the Extra Duty Schedule, steps 0 through 5, unless otherwise indicated. The experience is based on the number of years in the Extra Duty position within Caro Community School System.  
  
"Number of years in an extra duty position as it relates to athletics shall mean number of years of continuous service in the same sport."
2. Extra Duty compensation will be paid at the end of the season in a lump sum in a separate check upon submission of reports as required by Caro Community Schools. If the activity is a year-round activity, a lump sum may at the staff member's option be paid at the end of each semester.
3. The compensation of teachers for extra duties is set forth in Schedule A-2 which is attached to and incorporated in this agreement. Such salary schedule shall remain in effect during the term of this agreement. The Board has the right to fill vacancies in the Schedule A-2 area with non-bargaining unit members if there are no bargaining members that are willing and qualified to take these positions. In the event the Board fills a position with a non-bargaining unit member, the appointment shall be for one year only. Every effort shall be made to fill that position from the bargaining unit.
4. A written yearly report will be submitted for each extra-curricular assignment. Information should include:
  - a. Persons involved in the activity
  - b. Summary of activities
  - c. Recommendations for changes
  - d. Schedule
  - e. Scores
  - f. Results

Reports are not necessarily limited to the above items.

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

SCHEDULE A-3  
NURSES' SALARIES

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

SCHEDULE A-4  
SCHOOL CALENDAR FOR 1987-88

August	31 (Monday)	Staff In-service - no students
September	1 (Tuesday)	1/2 day students - 11:45 dismissal, no lunch, full day teachers
	2 (Wednesday)	1/2 day students - 11:45 dismissal, no lunch, full day teachers
	3 (Thursday)	First full day of classes
	4 (Friday)	Second full day of classes
	7 (Monday)	No School - Labor Day
October	20 (Tuesday)	Teacher In-service - No school
November	6 (Friday)	End of 1st marking period, 1/2 day students-11:45 dismissal, no lunch, full day teachers
	11 (Wednesday)	No School - Parent-Teacher Conference*
	25 (Wednesday)	Begin Thanksgiving Break at 3:15
	30 (Monday)	Return from Thanksgiving Break
December	18 (Friday)	Begin Christmas Break at 3:15
January	4 (Monday)	Return from Christmas Break
	22 (Friday)	End of 1st semester, 1/2 day students - 11:45 dismissal no lunch, full day teachers
February	26 (Friday)	No school - possible make-up day
March	31 (Thursday)	End of 3rd marking period and Easter Break begins 1/2 day students - 11:45 dismissal no lunch, full day teachers
April	11 (Monday)	Return from Easter Break
May	30 (Monday)	No School - Memorial Day
June	9 (Thursday)	Last day for students-2:15 dismissal, full day teachers
	10 (Friday)	Records Day
		180 Student Days
		184 Teacher Days

\* Time for commencement for Parent/Teacher Conferences shall be discretionary with the building principals and not exceed 7 1/4 hours. A dinner hour can be taken at the discretion of the teacher, which time is included in the foregoing 7 1/4 hours.

SCHOOL CALENDAR FOR 1988-89

August	29 (Monday)	Staff In-service - No students
	30 (Tuesday)	1/2 day students - 11:45 dismissal no lunch, full day teachers
	31 (Wednesday)	1/2 day students - 11:45 dismissal no lunch, full day teachers
September	1 (Thursday)	First full day of classes
	2 (Friday)	Second full day of classes
	5 (Monday)	No School - Labor Day
October	20 (Thursday)	Teacher In-service - No School
November	4 (Friday)	End of 1st marking period, 1/2 day students- 11:45 dismissal, no lunch, full day teachers
	9 (Wednesday)	No School - Parent-Teacher Conference*
	23 (Wednesday)	Begin Thanksgiving Break at 3:15
	28 (Monday)	Return from Thanksgiving Break
December	16 (Friday)	Begin Christmas Break at 3:15
January	2 (Monday)	Return from Christmas Break
	20 (Friday)	End of 1st semester, 1/2 day students - 11:45 dismissal, no lunch, full day teachers
February	24 (Friday)	No School, possible make-up day
March	23 (Thursday)	End of 3rd marking period & begin Easter Break - 1/2 day students - 11:45 dismissal no lunch, full day teachers
April	3 (Monday)	Return from Easter Break
May	29 (Monday)	No School - Memorial Day
June	8 (Thursday)	Last day for students - 2:15 dismissal full day teachers
	9 (Friday)	Records Day
		180 Student Days
		184 Teacher Days

\*Time for commencement for Parent/Teacher Conferences shall be discretionary with the building principals and not exceed 7 1/4 hours. A dinner hour can be taken at the discretion of the teacher, which time is included in the foregoing 7 1/4 hours.

SCHEDULE A-5  
BASIC CONDITIONS OF SALARY SCHEDULE

1. Maximum allowance for experience in other schools: 10 years. Teachers who have fractions of experience equaling one-half (1/2) year or over will be placed on the next higher step.
2. An additional allowance will be granted upon the completion of eighteen (18) semester hours of graduate work beyond the Bachelor degree, or upon completion of the requirements of permanent or continuing certification. All work must be completed on an approved Masters program or in the teacher's major field of work. Evidence of work completed and/or proof of acceptance to a graduate school must be presented before any allowance under this section will be paid.
3. An additional allowance will be granted upon the completion of ten (10) semester hours of graduate work beyond the Masters Degree and for twenty (20) additional semester hours. All work must be completed on an approved Educational Specialist program, or in the teacher's major field of work. Evidence of work completed must be presented before any salary adjustment is made. Proof of acceptance to an approved advanced graduate program and/or transcripts of earned credit must be presented.
4. Military service credit:
  - a) One (1) year allowed for teachers with no experience.
  - b) One (1) year allowed for each year of military service for those entering military service after teaching experience.
  - c) Maximum military service allowance: two (2) years.
5. All salary adjustments will be made on a semester basis only. Teachers earning enough credits to place on a higher schedule during the contract year, will be adjusted at the beginning of the next succeeding semester.
6. Retro-active pay shall be paid in a lump sum in a separate check no later than the second regular pay date following ratification by the parties. Contract language shall become effective upon ratification by the Board of Education. Increments in effect shall continue during the term of this agreement.







