

8/25/96

MASTER AGREEMENT

between

CARROLLTON PUBLIC SCHOOLS

BOARD OF EDUCATION

and

CARROLLTON EDUCATION ASSOCIATION

1993-94

1994-95

1995-96

Carrollton Public Schools

"Our Students Are The Future"

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

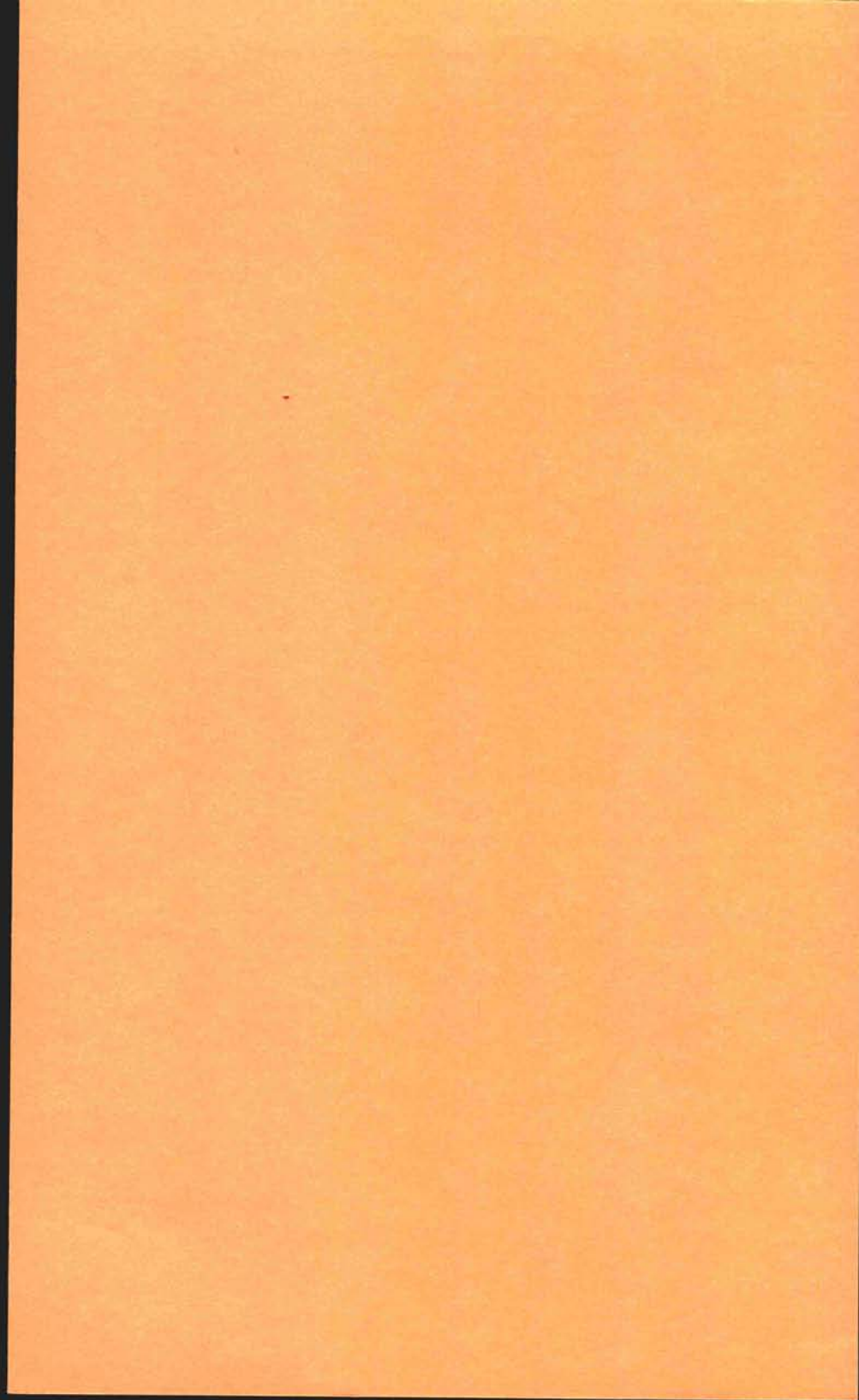


TABLE OF CONTENTS

	<u>Page</u>
Preamble	1
Article I - Recognition	2
Article II - Definition of Responsibilities and Rights	6
Article III - Professional Grievance Procedure	10
Article IV - Retirement	15
Article V - Classroom Evaluation	16
Article VI - Transfers	18
Article VII - Protection of Teachers	20
Article VIII - Schedules, Hours and Assignments	23
Article IX - Compensation	30
Article X - Compensable and Non-Compensable Leaves of Absence	33
Article XI - Vacancies and Promotions	42
Article XII - Professional Improvement	43
Article XIII - Miscellaneous Provisions	45
Article XIV - Duration	57
Appendix "A" - Salary Schedule for 1993-94 School Year Salary Schedule for 1994-95 School Year Salary Schedule for 1995-96 School Year	62 63
Appendix "B" - Extra Duty Schedule	66
Appendix "C" - Calendar for 1993-94 School Year Calendar for 1994-95 School Year Calendar for 1995-96 School Year	70 71 72
Teacher Evaluation Form	73

A G R E E M E N T

PREAMBLE

This Agreement entered into this 26th day of August, 1993, by and between the Board of Education of the Carrollton Public Schools, Carrollton, Michigan, hereinafter referred to as the "School Board," and the Carrollton Education Association, hereinafter called the "Association," affiliated with the Michigan Education Association and the National Education Association.

WITNESSETH

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

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

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

ARTICLE I
RECOGNITION

- A. The School Board recognizes the Association as the exclusive bargaining representative for all members of the unit which includes: all regularly employed certified teachers under contract, school psychologists, school social workers; excluding other personnel employed by the Board of Education, specifically, Superintendent of Schools, Assistant Superintendent, principals, assistant principals, directors, holders of non-certified positions and daily substitute teachers. Itinerant teachers, those teachers who teach in other school districts, shall be covered by the terms of this Agreement which can reasonably be applied to them, such as, but not limited to, the grievance procedure, salary, sick leave, leave days and fringe benefits. However, the parties agree that problems which occur in employment of itinerant teachers in other districts in which they teach, such as stop and start times, faculty meetings, materials and facilities available, or any matter covered by contract, policy, rule or regulation in the other districts, are outside the scope of this Agreement.
- B. Throughout this Agreement, the term "teacher" shall designate all members of the "bargaining unit."

The Association agrees to maintain its eligibility to represent all teachers by admitting persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status, and to represent equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.

The School Board and its Administrative Agents and the Association agree not to discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status or because of membership or activities of the Association which is affiliated with the M.E.A. and N.E.A.

The bargaining rights granted herein to the Association shall not be granted or extended to any competing teacher organization or any individual teacher during the life of this Agreement.

The parties also agree that any teacher proven to be engaged in any subversive activities or associated with any group whose purpose is to undermine or disrupt the established written programs and/or policies of the School Board, the laws or Constitution of the State of Michigan or the United States of America shall be subject to disciplinary action. This action will not be taken up as a grievance unless the C.E.A. believes the teacher is not engaged in these activities or associated with such a group.

G. AGENCY SHOP: All teachers, as a condition of continued employment, shall either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between July 1st and September 1st of a given year; or
2. Cause to be paid to the Association a representative fee equivalent to the dues of the Association (including the National and Michigan Education Association) within sixty (60) days of the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of the current semester. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.
3. The Board agrees that the Administration will check off dues hereunder from each covered employee on each pay period and remit same once a month to the designated official of the Association.

Non-members as of 1970-71 school year are not covered by this Article.

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

5. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon, and the Agreements contained in this Contract were arrived at after the free exercise of such rights and opportunities. The terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties.

6. This Agreement shall supersede any rules, regulations or practices of the School Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual 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 policies of the School Board.

ARTICLE II

DEFINITION OF RESPONSIBILITIES AND RIGHTS

- A. The School Board specifically recognizes the right of its teachers to appropriately invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.
- B. Bulletin boards, mailboxes and other established media of communication shall be made available to the Association and its members before and after school or during their lunch period. All notices must be signed by a representative of the C.E.A. and a copy will be furnished to the building principal. These notices may not contain any personal attacks on any member of the Board or Administration. No Association work is to be performed during teaching or conference periods. This does not prohibit the Association representative from discussing grievances with the Administration.
- C. The Association shall have the right to use school buildings but shall make requests through normal channels for room clearance and permission. Permission to use said rooms shall not be unreasonably withheld.
- D. The School Board agrees to furnish to the Association, in response to reasonable requests from time to time, information as may be necessary for the Association to process any grievance. The Association agrees to pay at school cost any expense for the duplication of such information.

- E. The School Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting, the generality of the foregoing; the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction and selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel, except where expressly and in specific terms limited by the provisions of this Agreement.
- F. The School Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of the profession without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage or support any strike or boycott or picketing by any group against the School Board.
- G. Teachers shall be informed of a telephone number they may call before 6:50 a.m. to report their unavailability for work. Temporary vacancies about which sufficient notice is not given or where emergency conditions make the scheduling of a substitute impractical shall be covered by reassignment of the

available staff as equitably as possible. The Administration arranges for a substitute teacher. If a recording device is provided, teachers shall report their unavailability for work prior to 7:00 a.m. Those teachers who fail to call in before 7:00 a.m. may be docked half a day's pay. Teachers needing to report ill after 7:00 a.m. must notify their building principal or administrator.

- H. If required by law each teacher shall present a physician's current statement or a copy of a recent Michigan Health Department report (from a mobile unit or office) declaring that his or her lungs are free from tuberculosis to the Administration Office once every three (3) years prior to the teacher's first work day. For the purpose of satisfying the clause, certification that a test has been taken will be accepted until results of the test are received.
- I. When the teacher does not have students under his direct jurisdiction, a teacher may, without loss of pay, but during the school day, discuss a problem concerning working conditions with the Administration.
- J. The Board shall make available in each school, whenever and wherever possible, adequate lunchroom, restroom and lavatory facilities exclusively for staff use and at least one room, reasonably furnished, which shall be reserved for use as a staff lounge in which smoking shall be allowed. Students shall be excluded from the lounge.

- K. The teacher shall supervise students who are under their jurisdiction.
- L. The School Board agrees to furnish the C.E.A. reasonable information which they are legally entitled to concerning the financial resources of the District. The School Board will not do any research for the Association, and the Association shall pay the reasonable cost incurred by the School Board in furnishing the information.
- M. Any case of a teacher being disciplined, i.e. reprimanded, suspended without pay or discharged, shall be subject to the grievance procedure included in this Contract. The School Board agrees that its rules and regulations governing employees will be reasonable and that enforcement of discipline will be for just cause.
- N. No restrictions shall be placed upon the freedom of teachers to use their own time for gainful employment or other activities insofar as it does not interfere with satisfactory performance of their school duties.

ARTICLE III

PROFESSIONAL GRIEVANCE PROCEDURE

- A. Definition of a grievance: A grievance shall mean a complaint by a teacher in the bargaining unit that there has been to him a violation, misinterpretation or an inequitable application of a specific provision of this Agreement. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the grievance procedure, provided, however, that nothing contained herein will deprive any teacher of any legal right which he presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- B. The term "teacher" may include any individual or group of teachers who are members of the bargaining unit.
- C. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- D. The term "days" when used in this section shall, except where otherwise indicated, mean working school days. The parties may by mutual agreement extend any of the time limits set forth in this Article.

E. The primary purpose of this procedure set forth in this section is to secure, at the lowest step possible, suitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any step of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration.

F. 1. STEP ONE

A teacher who feels that he has a grievance shall first take the matter up verbally with the Principal or a designated administrative representative within ten (10) working days following the date the teacher became aware of the act or condition which he feels is the basis for his grievance. The teacher may appear alone or he may be accompanied by a C.E.A. representative at the teacher's option.

2. STEP TWO

If the matter is not resolved, the teacher shall reduce the grievance to writing, specifying the section or sections of the Contract he alleges is violated and the events that caused the alleged violation and the remedy sought. The written grievance will be presented to the Principal within fifteen (15) working days following the date the teacher became aware of the act or condition which he feels is the basis for his grievance. Within three (3) working days of the receipt of the written grievance, the Administration shall attempt to

arrange a conference. The teacher may appear alone or he may be accompanied by a C.E.A. representative at the teacher's option. The Administrator will make his answer known within three (3) working days of the conference. If the Administrator fails to answer the grievance within three (3) working days of the conference, it automatically goes to the next step of the procedure. If the grievance is not appealed within five (5) working days from the last answer, the last answer shall be final.

3. STEP THREE

The grievance may be presented to the Superintendent of Schools within the five (5) working days of the Step Two answer. The Superintendent of Schools shall designate at least three (3) persons, who may include himself, to represent the Administration. The Chairman of the Grievance Committee shall designate at least three (3) persons, who may include himself, as an Ad Hoc Committee to represent the Association. Within three (3) working days after receipt of the written grievance by the Superintendent, these two (2) representative groups shall make every effort to convene a meeting within fifteen (15) calendar days to consider the problem and arrive at an equitable solution. If the answer given by the Board does not settle the grievance, the Association must within five (5) working days notify the Board in writing that the grievance has been submitted for arbitration.

4. STEP FOUR

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

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

grievance processing, except where the grievance involves only questions of fact peculiar to the individual grievant.

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

ARTICLE IV

RETIREMENT

- A. Employees are required to retire at the age prescribed by law (seventy (70) years of age); however, an employee may be granted an exception to the age requirement on a year-to-year basis, subject to the following:
1. Provide the School Board with a complete physical examination report at the expense of the Board. The doctor is to be selected by the School Board.
 2. Renewal for each additional year will be made by the Superintendent and not subject to a grievance.
- B. If a teacher has completed ten (10) or more years of service in the Carrollton School System, he will be paid for one-half (1/2) of all accumulated sick days at the current daily substitute teacher rate if he terminates his employment under the following circumstances:
1. Voluntary retirement under the provisions of the State Retirement Act.
 2. Forced retirement prior to the regular retirement age for health reasons.

ARTICLE V

CLASSROOM EVALUATION

- A. All evaluation of the classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher. (The teacher will be informed that a formal classroom evaluation is being conducted.)
- B. All classroom evaluation shall be according to a standard form. One (1) copy shall be given to each faculty member. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms and shall identify the suggested method of correction.
- C. Probationary and Tenure Personnel
 - 1. The Administration shall evaluate the performance of each probationary faculty person at least once each semester.
 - 2. The Administration shall evaluate the performance of each continuing tenure faculty person at least once in each three (3) year period.
 - 3. It is recommended that the evaluation shall be completed by discussion at a joint conference between the faculty person and the Administrator within one (1) week and, except under unusual circumstances, no later than three (3) weeks after the classroom evaluation.

4. An original and two (2) copies of the evaluation form shall be prepared and signed by the Administrator and by the faculty person. Such signature shall be understood to indicate awareness of the material but not necessarily agreement with the content of the material. One (1) copy of the evaluation form shall be retained by the faculty person being evaluated and the original shall be filed in the Superintendent's office.
- D. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Exempt from above are college references and references from prior employment.
 - E. The sample evaluation form attached to this Agreement will be used as a format in evaluating staff personnel. Individual items of evaluation shall be determined by the Administration with consultation of the Association.

ARTICLE VI

TRANSFERS

- A. Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. All teachers in the District are free to request a transfer for personal reasons. The Administration shall make every effort to relocate teachers at their request whenever it is possible.
- B. In the event the transfers of teachers appear to be necessary, lists of available positions in other schools in the District shall be posted in the same manner as provided in Article XI, in as far as possible.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.
- D. Transfer Procedure:
 - 1. Teachers will have an opportunity to provide teaching/assignment preference information prior to the administration making teaching assignments for the coming year. Teachers must have this information to the principal prior to April 1 of each year.

2. A conference between the teacher requesting the transfer and the Administration shall be held within two (2) weeks of the written request and the decision shall be made known in writing.
 3. Personnel limitations as to the areas in which the transfer will be considered shall be made known to the applicant by the Administration at the time of the conference.
 4. No transfer shall be completed until the Administrator who is to receive the transferee has been consulted and has approved the transfer.
 5. Tentative teaching assignments for the ensuing school year shall be tendered to the teacher prior to the end of the current school year. The tentative assignment shall include at the elementary, the grade level(s); at the 6-12 level, the subject(s) to be taught. Changes in assignments shall only be made after the person has been notified in writing.
 6. New personnel shall be assigned as soon as possible after they are employed.
- E. When re-assigning teachers within a pool, the Board will give consideration to the position the teacher held the previous year.

ARTICLE VII

PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social worker, law enforcement personnel, physicians or other professional persons, the Board will take prompt and reasonable steps to assist the teacher with respect to such pupil including removal, if necessary.
- B. Any case of assault upon a teacher shall be promptly reported to the administration. If any teacher is assaulted or sued in connection with the normal teaching and/or supervision of students assigned to him/her, the Board shall provide legal counsel and render assistance to the teacher in his/her defense, provided said teacher was performing his/her duties in accordance with state and federal rules, laws and regulations and the Board of Education's policies.

- C. Any case of threatened violence upon a teacher shall be, when deemed necessary, reported to the Administration who will advise the teacher of his rights and obligations with respect to such threatened assault and render assistance to prevent a recurrence of the episode.
- D. Any complaints, which are justifiable in the opinion of the Administration, directed toward a teacher shall be promptly called to the teacher's attention for clarification. A teacher shall be notified of a complaint from an outside source if that complaint will result in disciplinary action to the teacher.
- E. Any and all disciplinary action shall be for just cause.
- F. The Board will establish a fund, not to exceed a total of Six Hundred (\$600) Dollars in any school year, for loss or damage or destruction while on duty in the school of personal property of a kind normally worn or brought into the school building, when the teacher has in no way been negligent, to the extent that such loss is not covered by any insurance. The term "personal property" shall not include cash in any form. The terms "loss", "damage", and "destruction" shall not cover the effects of wear, tear and/or use. Teachers who bring personal property into school for classroom use will be reimbursed for damages or loss or destruction only if permission is received in writing from the Principal to bring such property into school. The amount of liability accepted

by the school must also be indicated in writing, not to exceed the amount mentioned above.

- G. All teachers shall be entitled to have a representative of the Association present during any disciplinary action by any Administrator when the teacher feels such representation is necessary.
- H. The Board agrees to furnish each employee a copy of the rules, regulations and policies which the teachers are expected to enforce and/or follow. The Board will further agree to provide each teacher a copy of any changes and/or modification thereto.

ARTICLE VIII

SCHEDULES, HOURS AND ASSIGNMENTS

- A. 1. The school calendar shall consist of one hundred eighty-five (185) work days for new teachers and one hundred eighty-four (184) teacher work days for returning teachers. There shall be the equivalent of one hundred eighty (180) student session days, four (4) teacher work days, two (2) of which shall be before the first student day, and one (1) day of orientation for new teachers. There shall be four (4) half-days of teacher in-service provided within the 180 student session days. The parties agree that we will do whatever is necessary to meet the Four Hundred Fifty (450) hour requirement for Kindergarten and the Nine Hundred (900) hour requirement for all other grades at no additional cost to the District unless the District decides otherwise. Teachers may be required by the Administration to work two (2) evening conference sessions. If so, the following Friday afternoons shall be used for conferences when parents request it and only if other satisfactory arrangements cannot be made.
2. In recognition of the expressed needs of educators in Carrollton for in-service education, and in recognition of the rapidly expanding fields of knowledge in social and scientific fields, the parties hereby agree to establish an in-service education committee composed of

one (1) teacher representative from each building (three (3)), a teacher representative from the special services area and three (3) members chosen by the Board of Education. The committee shall assume the responsibility for planning and conducting the in-service education of all professional teaching staff. The committee will meet and submit in writing to the Board of Education and the Association their plans for approval.

- B. Changes in working hours are subject to change by mutual consent of both parties.
1. To allow for Parent Teacher conferences and in-service time, the teaching load in grades 6-12 shall not exceed an average of 1,500 minutes of classroom instruction and shall include not less than 250 minutes of work, preparation and conference time per week. The teaching load for K-5 shall average twenty-five (25) hours of classroom instruction per week. Teachers in grades (1) one through (5) five shall have duty free preparation and conference time while the students are at recess.
 2. Excluding "early bird classes" and absent split sessions, classes will not start prior to 7:15 a.m. nor extend beyond 4:15 p.m.
 3. The normal work day for teachers shall not exceed seven (7) hours and twenty-five (25) minutes per day.

4. If an extended day becomes necessary, then every attempt will be made to make the assignments consecutive. However, if this is not possible, the vacant period will be used in the same manner as the post school period and the post school period for that day will be dropped.
- C. Teachers in grades 6-12 shall report to their assigned station fifteen (15) minutes prior to the beginning of the regular student day.

Teachers shall remain at the assigned station at least fifteen (15) minutes after the last class of the day. Teachers shall remain after school at least thirty (30) minutes. Exceptions to those regulations shall be only with the permission of the Building Administrator.
 - D. All teachers shall be entitled to a duty-free uninterrupted lunch period no less than thirty (30) minutes. The remainder of the lunch period may be assigned duties on a rotating basis.
 - E. 1. Recognizing the importance of maintaining a reasonable pupil-teacher ratio, the parties agree that every reasonable effort will be made to maintain a 30-1 ratio in K-8; a 30-1 ratio in 9-12; and state guidelines in special services; music and physical education classes are excluded from the ratios. In figuring ratios, only classroom teachers in each category (K-8, 9-12, and special services) will be used. Every effort will be made to keep the number of pupils per day for a teacher

with five (5) teaching periods from exceeding one hundred fifty (150) and a teacher with six (6) teaching periods from exceeding one hundred eight (180) pupils.

2. A committee shall be established consisting of two (2) administrative representatives and two (2) teachers. The committee shall meet when class sizes have been determined after the beginning of each marking period/quarter. Complaints concerning class sizes will be dealt with at that time. This committee shall make every reasonable effort to settle class size questions. Some possible solutions may include, but are not limited to:

- a) Rotating teachers of like qualifications in like stations, i.e. reassigning staff (see Transfer Article);
- b) Curriculum adjustments;
- c) Involving teachers in scheduling and rescheduling or assigning and reassigning of students.
- d) Distributing or redistributing loads equitably by level, subject, quarter, or semester;
- e) Employing additional professional staff or the employment of aides, at the discretion of the Board.

The recommendation of the committee shall be reduced to writing, with the Board and the Association representatives each receiving a copy.

- F. To relieve teachers of clerical responsibilities, such as collecting monies for milk and lunch, attendance records, where permissible, etc., the Board agrees to engage aides in the elementary schools.
- G. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of teaching competency for more than one (1) consecutive year except by mutual consent.
- H. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at the rate of eight (8%) percent of his yearly salary per full semester, four (4%) percent of yearly salary per full quarter. (Partial quarter's work, as described in this Article, will not be compensated.)
- I. In the event the Board of Education shall consider a Department Head Program, the Association will be given an opportunity to express its recommendations concerning qualifications and responsibilities. The compensation, if any, will be bargained with the Association.
- J. If the Board of Education elects to engage in negotiating during the school day with the Association, teachers involved shall be released from regular duties without loss of salary.

- K. 1. The date of regular faculty meetings shall be established prior to the start of each semester. All faculty members will attend said meetings for their entire length unless excused in advance by the Building Administrator or immediate supervisor. The Administration shall endeavor to end the meetings by 3:15 p.m. (based on current duty times). In the event ending the meeting by 3:15 p.m. necessitates a continuation on another date, the staff will be given the option of continuing or returning another day. Special meetings may be called at the discretion of the Administrator. An agenda will be published prior to regular faculty meetings and may be announced prior to or at special meetings. Teachers wishing to have items placed on the agenda must notify the Administrator prior to the meeting. Meetings will not be unnecessarily prolonged.
2. A schedule of weekly district activities will be published each Friday.
3. On the first work day, the Administration shall endeavor to keep staff meeting(s) time to under three (3) hours.
- L. In scheduling of students, the teaching staff shall have input by department or level with regard to specific courses to be offered, the number of sections, the use of prerequisites, the possible use of arena scheduling, etc. To achieve optimal class groupings, class lists will be recommended by the prior year teachers for the elementary grades based on the criteria

distributed by the principal. The principal will then review the lists, make modifications, and assign the teacher to the appropriate class.

- M. Those teachers assigned to the Hartley Nature Camp who spend two and one-half (2 1/2) days with the students at said Camp shall have the equivalent of one and one-half (1 1/2) days of compensatory time. Compensatory time is to be pro-rated at the same ratio if the length of Camp differs from two and one half (2 1/2) days.
- N. The two (2) or three (3) vacation days scheduled in April and/or May, as per negotiated calendar, shall be used to make up school cancellations which exceed those allowed and defined by the State of Michigan as "Act of God Days." Required make-up days shall begin with the second scheduled vacation day, then the first scheduled vacation day and the third scheduled vacation day. If it becomes necessary to make up more than the two (2) or three (3) days allotted above, the scheduling of additional days shall be negotiated with the Association prior to May 1st. If no agreement is reached, the days will be added to the end of the year.

ARTICLE IX
COMPENSATION

- A. Annual salaries shall be computed from Appendix A attached hereto, which is incorporated in and made part of this Agreement.
- B. Teachers required to drive personal automobiles in the course of their employment or otherwise using their automobiles in service to the District shall be reimbursed twenty-five (.25) cents per mile. The District shall provide one form on which all personnel shall file for reimbursement.
- C. Payroll Procedures
 - 1. Payroll checks will be issued bi-weekly to all teachers, except as elsewhere provided.
 - 2. Contractual salaries will be divided by twenty-one (21) to determine the gross bi-weekly amount except those teachers who request a division of twenty-six (26) on appropriate forms furnished by the Administration. Employees may change from twenty-six (26) pays to a lump sum payoff if requested by May 19th. Payment shall be made to employees less withholding tax and any other tax required by federal, state or local governmental agencies.
 - 3. Teachers shall have the right to have deductions from their pay for city income tax, the credit union and annuities. One company, mutually agreed upon, will handle the distribution of annuity funds.

4. Deduction of membership dues shall be made beginning in September. The Association shall inform the School Board at the beginning of each school year as to the total amount of said dues and the monthly deduction.
5. Any subsequent change initiated in writing by the teacher will be borne by the teacher at the rate of \$1.00 per item change. Any change for which the School Board is legally responsible shall be paid by the School Board.
6. If a teacher who is absent on account of sickness, leave of absence or for any other reason does not have sufficient earnings due him for that period, no deduction shall be made. The Association will arrange collection of dues for that period directly with the teacher.
7. All deductions of Association dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.
- D. The School Board will provide an insurance policy without cost to the teacher for public liability and accident coverage in an amount of not less than One Million (\$1,000,000) Dollars for each accident in the course of their work as provided for in the policy, until determined unnecessary by legislative, executive or judicial branches of state or federal government.

E. Teachers who are requested to attend workshops, seminars, conferences, or district study committees requested by the administration or similar events suggested by the teacher and approved by the administration during regularly scheduled vacation periods will be paid according to the Schedule B hourly rate for "Approved Conferences during vacation periods."

ARTICLE X

COMPENSABLE AND NON-COMPENSABLE LEAVES OF ABSENCE

- A. In the event that an employee is disabled through an injury or illness covered by Worker's Compensation, the employee may use his or her sick days, and the teacher's sick days shall be reduced proportionately so as to provide One Hundred (100%) Percent pay in coordination with Worker's Compensation Insurance.
- B. All teachers shall receive sick leave credit at the rate of ten (10) days per school year and the full allowance for each year shall be credited at the beginning of each year. Unused sick leave shall be cumulative to one hundred thirty-five (135) days. In the event that the Administration believes an unacceptable attendance pattern is developing, a conference shall be held with the teacher and, at the teacher's option, an Association representative. If the results of the conference are satisfactory, no further action will be taken at that time. If the Administration is dissatisfied with the results of the conference, the teacher will be notified in writing that for the duration of the school year or if the pattern overlaps school years (specific time stated), all future sick days must be supported with a doctor's statement.
- C. Any teacher who does not complete his contract year will have his cumulative sick leave tabulated in proportion to the unexpired school calendar. Excessive sick days that have been used will be deducted at his current contract rate.

- D. Any teacher whose personal illness extends beyond the period compensated shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to one (1) year. Extensions may be granted at the discretion of the Board of Education. Upon return from leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if available. In order to return from leave, a written notice shall be given thirty (30) days in advance of return. The granting of such leave shall not interrupt seniority for purpose of layoff and recall only.
- E. Leaves of absence with pay, chargeable against the teacher's allowance, shall be granted by the Building Principal if the following conditions exist:
1. Personal illness, accident or injury, the teacher may use all or any portion of his or her accumulated sick days to recover from his or her own illness, accident or injury. (Intentional and/or voluntary disabilities are excluded.)
 2. Illness in the immediate family (Define immediate family as the teacher, spouse, child, mother and father, and also included is anyone else living in the same household as the teacher.) three (3) days per illness; additional time may be granted by the Building Principal.

3. Three (3) days when emergency illness in immediate family requires the teacher to make arrangements for necessary medical or nursing care. The immediate family is defined as spouse, child, father, mother, brother, sister, grandparents, grandchildren of employee or spouse. Additional time may be granted by the Building Principal.
4. Death in the immediate family, the teacher may take a maximum of three (3) days per death. Additional time may be granted by the Building Principal. The immediate family shall be defined as spouse, child, father, mother, brother, sister, grandparents, grandchildren of employee or spouse.
5. Attendance at a ceremony awarding a degree to the staff member providing the institution requires attendance.
6. Teachers may request one (1) day of their sick leave allowance for personal business which cannot normally be handled outside school hours, such as, but not limited to, medical, dental, legal, banking appointments, college graduations or funerals. Applications for such absence must be made in writing stating the reasons for such absence and the request is subject to approval of the Principal. The request must be made three (3) days in advance of the date requested except in case of emergency. Personal leave will not be granted the day immediately preceding or the day immediately following a holiday vacation period or the first or last day of the

school year. In case of extreme hardships, exceptions may be made by the Building Principal.

7. Upon three (3) day advance notice, teachers may request two (2) personal days to be deducted from their sick leave for any reason. If, for any reason, 15% of the regular teachers in Grades K-5 or 6-8 or 9-12 are absent, this clause cannot be invoked for that particular group. This section will be subject to the grievance procedure if the personal day is denied.
 8. To the extent that absence from work is compensating by Worker's Compensation, a teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall not be charged with sick leave, if the disease causing such absence is shown to be present in the school at the time contracted by said teacher. To the extent that any absence not compensable by Worker's Compensation, sick leave may be used.
- F. Leaves of absence with pay, not chargeable against the teacher's allowance, shall be granted by the Building Principal for the following reasons:
1. An employee who serves on jury duty shall be paid the full amount he would have earned for each day in which the employee reports for or performs jury duty and on which he otherwise would have been scheduled to work up to a limit of sixty (60) days in any one school year, provided the employee turns over to the Employer the

amount received for jury duty on the days when the employee would have otherwise been undertaking regular assigned work in the District.

2. Approved visitation at other schools or for attending educational conferences, including Association educational conferences, which have been approved in advance by the teacher's principal. If the Board approves of a conference but does not elect to reimburse any portion of said conference, a teacher may be permitted to go to the conference at his/her expense and the Board will not deduct the day or charge the teacher for the substitute.
3. Time necessary to take the selective service physical examination, not to exceed two (2) days. There may be exceptions to this.

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

1. Study related to the teacher's licensed field or study to meet eligibility requirements for a license other than that held by the teacher.
2. Study, research or special teaching assignment involving probable advantage to the school system.
3. Full-time participation in the Peace Corps, up to a maximum of two (2) years.

4. Sabbatical leaves will be granted for a period of one (1) year. Total shall not exceed five (5%) percent of the staff per any one year.

All requests listed in 1, 2, 3 and 4 above must be made in writing on the form provided by the Administration with all necessary information included. All requests listed in 1, 2, 3 and 4 above are subject to the approval of the Superintendent of Schools. The granting of such leave shall not interrupt seniority for purposes of layoff and recall only.

H. Leaves of absence without pay or increment shall be granted upon application for the reasons stated in 1, 2, 3 and 4 below, and the teacher shall be returned to the same or similar position, if a vacancy exists. Application to return from one of the leaves mentioned in 1, 2, 3 and 4 below shall be filed with the Superintendent's Office no later than March 15th preceding the September in which the teacher wishes to return, and no later than November 1st, if he wishes to return at the beginning of the second semester. The granting of such leave shall not interrupt seniority for purposes of layoff and recall only.

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

4. Because of mental or physical illness, it may sometimes be necessary for the Board to place a teacher on involuntary sick leave. In such cases, the Board may, at its own expense, require a teacher to submit to a mental or physical examination by an appropriate specialist or specialists to determine whether involuntary sick leave is warranted. To assist the Board in determining whether a teacher should be required to submit to such an examination, a committee is hereby established consisting of the Superintendent of Schools, the Principal of the building concerned and the President of the C.E.A. This Committee will be convened in closed session at the call of the Superintendent of Schools, shall consider the reasons for or against requiring a mental or physical exam of the teacher concerned and shall report back to the Board its findings in executive session. Any teacher whose personal illness extended beyond the period compensated by sick leave will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one (1) year. Further extensions may be granted at the will of the Board. Upon return from the leave, a teacher may be assigned to the same or similar position providing a vacancy exists.

5. A voluntary general purpose leave may be granted for a period of up to one (1) year upon application by the teacher and approval of the Board of Education. Seniority shall continue to be credited; however, increment credit shall not be granted. A teacher returning from a general purpose leave shall be returned to the same or similar position (in line with seniority at the expiration of the leave). Upon the teacher's or Board's request and their mutual agreement, the leave may be extended yearly, thereafter, for up to a total of five (5) years.

ARTICLE XI

VACANCIES AND PROMOTIONS

- A. The School Board and this Association reaffirm the School Board's exclusive authority to select and employ new professional personnel in the District and to provide for the filling of vacancies and the granting of promotions. Whenever any vacancy in a teaching position in the District shall occur, including adult education programs which require a certified instructor, the School Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in the case of emergency on a temporary basis, until such vacancy shall have been posted for at least ten (10) days. A possible vacancy caused by the fulfillment of the position will be posted five (5) days.
- B. Any teacher may apply for such vacancy. In filling such vacancy, the School Board agrees to properly review all applications. The School Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels.
- C. Notices of vacancies which occur when school is not in session shall be sent to the President of the Association.

ARTICLE XII

PROFESSIONAL IMPROVEMENT

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

C. **Professional growth credit:**

To qualify for the professional growth credit the classes must be applicable to the teacher certification area or pedagogy as approved by the Administration. A denial may be appealed to the Superintendent or his/her designee.

16 years of K-12 teaching experience

\$500 stipend per year

Must take 9 CEU'S/3 credit hours within the last 3 years

or

19 years of K-12 teaching experience

\$900 stipend per year

Must take 18 CEU'S/6 credit hours within the last 6 years

9 CEU'S/3 credit hours must be taken within the last 3 years

or

22 years of K-12 teaching experience

\$1300 stipend per year

Must take 27 CEU'S/9 credit hours within the last 9 years

9 CEU'S/3 credit hours must be taken within the last 3 years

Classes must be completed by August 20 of any year and the stipend will only be awarded at the beginning of the school year.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- A. Copies of the Agreement shall be printed at the expense of the School Board and presented to all teachers now employed or hereafter employed by the School Board.
- B. No contract shall be submitted to a teacher for his signature until the contract has been signed by the School Board or its representative.
- C. A Review Committee shall be established. It shall be made up of the following six (6) members of the C.E.A.: The President, the Chairman of the Grievance Committee and a representative from the High School, the Middle School, the Elementary School and Special Services. They shall meet once a month during the school year with the representative of the Board and the Superintendent or his representative. They shall meet to discuss any problems not presently the subject of any grievances which may come up.
- D. The parties will confer from time to time for the purpose of improving the selection and use of educational tools, and the Board will undertake to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.
- E. Adequate telephone facilities shall be made available to teachers for their reasonable use.

F. Layoffs:

1. Definitions

- a. Certified: A teacher holding a State of Michigan recognized valid teaching certificate or certification accepted or approved by the Michigan Department of Education. A teacher will be considered certified for only those areas listed on his/her teaching certificate or certification accepted or approved by the Michigan Department of Education and any additional areas a college or university verifies as of November 10th or March 10th of each year.
- b. Major(s), Minor(s) and Endorsement(s) are those subject areas denoted as such on the teaching certificate as of March 10th and November 10th of each year.
- c. Seniority List: List of bargaining unit members (active and laid off) based on length of teaching service in this District and including the following information:
 - 1) Majors/Minors/Endorsements
 - 2) Degrees/Certification
 - 3) Hire Date
 - 4) Tenure/Probation
 - 5) Status (teaching, layoffs, leaves)

- d. The Association will be given a copy of the master class schedule each year.
- e. Seniority shall be based upon the date the employee signed his/her contract and has been continuously employed minus any leave time during which seniority did not accumulate.

2. Procedure:

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

- a. Pool: There shall be three (3) pools:
 - 1) K-8 - Reductions from this pool shall be by seniority in the District and according to qualifications listed below.
 - 2) 9-12 - Reductions from this pool shall be by seniority in the District in major and minor fields and according to qualifications listed below.
 - 3) Special Education.
 - a) Reductions in special education classrooms and other teaching certified positions shall be by seniority and qualifications in the District.
 - b) Reductions in non-teaching and non-certified special education and ancillary services shall be by seniority and qualifications in the District.

- b. A District-wide seniority list of bargaining unit members shall be established and agreed upon between the parties within thirty (30) days of the signing of this contract. The contract date which controls length of service shall be the earliest contract commencing a period of continuous employment, including authorized leaves, to the date of such reduction. The Association will be notified of any subsequent change in the seniority list as soon as they become known.
- c. The Administration shall first establish its tentative curriculum and staffing requirements. These requirements shall be communicated to the CEA president in the form of class schedules and assignments prior to notification of layoff. Documents used to arrive at staffing requirements shall be included. Any subsequent change in curriculum and/or assignment may alter the Association's position in item letter m. below.
- d. Positions shall be filled by seniority and qualifications, beginning with the most senior teacher in the pool concerned, and shall result in the retention of the most senior members of the bargaining unit certified and qualified for the positions within the pool.

- e. Lottery: When two or more teachers within a pool have the same seniority, their position on the seniority list shall be determined by drawing lots. Association and Board representatives shall conduct the lottery and the results shall be written down and signed. Teachers involved shall be provided with an opportunity to be present.
- f. Qualifications for Bi-Lingual have been established by the Board of Education. The Board of Education shall have the discretion to adopt qualifications for new positions. Qualifications for existing classroom positions are as follows:
 - 1) Qualifications in K-6 shall be state certification.
 - 2) Qualifications in 7-8 shall be:
 - a) Assignment in the teacher's major or minor or state endorsement; or
 - b) Having taught three (3) years in a specific subject area, provided the teacher works toward acquiring a major or minor or state endorsement at the rate of five (5) semester credit hours per year; or
 - c) Having taught seven (7) years or more in the specific subject area in Carrollton Public Schools; or

- d) Having at least eight (8) semester hours in a subject area, provided the teacher works toward acquiring a major or minor or state endorsement at the rate of five (5) semester credit hours per year.
 - e) Previous assignments and additional credits will be given consideration.
- 3) Qualifications in 9-12 shall be:
- a) Assignment in the teacher's major or minor or state endorsement or six (6) semester hours in a specific subject area, the six (6) semester hours may be waived by the Superintendent; or
 - b) Having taught three (3) years in the specific subject area, provided the teacher worked toward acquiring six (6) semester credit hours in the specific subject area, at the rate of three (3) per year; or
 - c) Having taught seven (7) years or more in the specific area in Carrollton Public Schools.
 - d) Previous assignments and additional credits will be given consideration.

- 4) When classes are not reasonably available, i.e., not offered within fifty (50) miles of Carrollton Public Schools after the end of the school day, exceptions will be made. The institutions and locations covered by this paragraph shall include, but will not be limited to, the following: Saginaw Valley State University, Delta College, Central Michigan University, Northwood Institute, and any extension classes offered by any recognized institution in Saginaw, Flint and Bay City.
- 5) Teachers must enroll for the necessary credit hours at sometime during the ensuing school year.
- g. Probationary teachers shall not be retained or hired in a pool where a tenured teacher, on staff or on layoff, is certified and qualified for the position concerned and accepts the position offered.
- h. A teacher accepting a position within the school system, but outside the bargaining unit, shall have his/her teaching service frozen from the time he/she left the bargaining unit. Should the person return to the bargaining unit, he/she will again begin to accrue seniority.

- i. Thirty (30) days' notice shall be given prior to discontinuance of service whenever possible.
- j. Teachers laid off shall not have their length of service broken and shall accumulate seniority. Sick leave shall be frozen for use upon return.
- k. Recall shall be to the pool from which the bargaining unit member was laid off based upon seniority, qualifications and certification. Recall shall be in reverse order of layoff based upon seniority, qualifications and certification. The most senior laid off bargaining unit member within a pool, who is certified and qualified for a position, will be recalled to that position. If recall to a pool is exhausted, then laid off teachers from the remaining pools who possess the proper qualifications and certification shall be offered recall by seniority to the aforementioned pool prior to the hiring of new employees. If a teacher taught in two or more pools, he/she will be considered to be in the pool in which he/she spends the majority of his/her teaching time.
- l. Copies of the list of "layoff" and "recall" correspondence will be sent to the President of the CEA.

- m. The Association shall review the layoff proposal prior to formal adoption. The association shall notify the Employer, in writing, within fifteen (15) days of receipt of the proposal that:
- 1) The Association agrees with the proposal according to the information provided by the Employer at the time; or
 - 2) The Association will specify, in writing, the changes necessary to obtain the endorsement of the Association, according to the information provided at the time.
- n. An employee who fails to report for work upon notice of recall from layoff shall have his/her seniority terminated. Notice of recall shall be sent by registered letter to the employee's last known address. It shall be the responsibility of the individual teacher to keep the Board informed as to his/her correct address. Any employee who fails to report upon receipt of recall notice shall be recorded as an involuntary quit except that if the employee is teaching in another school system, the employee must report as soon as he/she completes or is released from his/her contract or if the employee is sick or pregnant, they will be placed on leave until they are able to return.

Seniority shall also be terminated in the event of resignation, quit or discharge.

- o. If this procedure results in any part-time positions, the teachers so affected will receive proportionate salary and fringe benefits and will accrue seniority at the same rate as full-time teachers.
- G. The Board will not lay off existing staff as a result of entering into a performance contract.
- H. The Association shall be allocated twenty (20) days per school year. These days are non-accumulating. At least five (5) of the days shall be used for professional development conferences. A minimum of five (5) days advance notice must be presented to the Building Principal (This requirement may be waived by the Superintendent.) Substitutes hired for Association days will be paid for by the Association.
- I. If any portion of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

- J. The school psychologists, social workers, teacher consultants, coordinators, curriculum resource specialists, and adaptive physical education teachers shall have their schedules altered to accommodate certain meetings. This shall occur in the following priority:
1. Altered schedule on said meeting day not to exceed a normal working day.
 2. Compensatory time on a mutually agreed upon day as close as possible to the scheduled meeting date.
 3. In the event that steps 1 and 2 above cannot be implemented, those individuals shall be given compensation when they are required by the Administration to attend more than fifteen (15) hours of EPPC, IEP and/or IEPC meetings beyond the normal seven and one-half (7 1/2) hour work day in a quarter. The compensation rate shall be the teacher's per diem rate, pro-rated by the hour.
- K. The Association will notify the Superintendent as to who shall serve as officers and representatives within thirty (30) days after taking office. Any changes in the above will be made known to the Superintendent one (1) day prior to becoming effective.

- L. The District shall conduct good faith discussions with the C.E.A. with respect to seniority, tenure, continuation of employment, and all other wages, hours and working conditions prior to entering formal discussions concerning annexation, consolidation, dissolution or other form of reorganization. The Board, when entering into any form of annexation, reorganization or merger, shall make every good faith effort to obtain continued employment, tenure and seniority rights in any position for which the Carrollton teachers are certified or qualified. The Association will be offered the opportunity to have representation present at any session(s) on these matters of employment if agreeable to the non-Carrollton district(s), agencies or organizations involved.
- M. Classroom teachers shall be notified at least five (5) days in advance of any I.E.P.C. meeting, provided the Administration is aware of said meeting seven (7) days in advance.

ARTICLE XIV

FRINGE BENEFITS

- A. The School Board agrees to pay for MESSA PAK insurance for each member of the Association. MESSA PAK A (for employees electing health insurance) includes health (Super Care I including \$5,000 Basic Term Life); Long Term Disability (60%, \$2,500 maximum, 130 Calendar Days-Straight Wait, Pre-existing Condition Waiver, Freeze on Offsets, Maternity Coverage, Alcohol/Drug, Mental/Nervous, Waiver of Health Premium); Negotiated Life (\$45,000 AD&D); Vision (VSP-2); Dental (80/80/80:\$1000, \$1,300 Class I and II). MESSA PAK Plan B (for employees not electing health insurance) includes Long Term Disability (Same as Plan A); Negotiated Life (\$50,000 AD&D); Vision (VSP 3); Dental (Same as Plan A) and a One thousand (\$1,000) Dollar annual tax-sheltered annuity. Employees working at least half time but less than full time will be eligible for their choice of one of the following options:
- A. Health insurance
 - B. MESSA Plan B. without the \$1,000 TSA
 - C. TSA of \$1,000
- B. Spouses, when both are members of the Association, may not both choose Plan A of the MESSA PAK.
- C. The Board of Education agrees to pay any additional cost for any teacher whose dependent children are eligible for extended coverage.

D. In the event of unforeseen increases in health care premiums in 1994-95 or 1995-96 the School Board shall have the option of changing insurance carriers. It is agreed by both parties that there must be a significant savings, five (5%) percent or more, in the total package of insurance costs to change to the 1992-93 carriers. If a switch is necessary, the Board of Education shall purchase, on behalf of the employees covered by this contract, insurance to include:

1. Single, two person or full-family coverage, where applicable, for comprehensive hospitalization, medical and surgical protection for Blue Cross/Blue Shield Master Medical Plan C which includes Comprehensive hospitalization, D-45MN, XF, MVF-1 Preferred Group Benefit Certificate, Prescription Drug Group Benefit Certificate Two dollar (\$2.00) co-pay, Riders FAE-RC, ML, PPNV-1, RPS, AS-1, VST, EF, Reciprocity, Master Medical Supplemental Benefit Certificate-Option IV, FC, MMC-pd, SAT-II, SD, Sot-PE, MAC, COB-3, GLE-1, ASFP, CC/CLC, HC, RM, HCB.
2. A dental care program with major and routine dental care covered at the rate of Eighty (80%) Percent and orthodontic rider at Eighty (80%) Percent.
3. Long term disability which shall begin on the one hundred thirty-first (131st) day of the disability. This program will include a minimum of sixty (60%) percent coverage as specified by the carrier.

4. Group term life insurance in the amount of \$45,000 AD&D.
 5. A basic vision insurance program with a Six Dollar and Fifty Cents (\$6.50) deductible for examination and Eighteen (\$18) Dollar deductible for lens and frames.
 6. In lieu of hospitalization insurance, teachers will be given the option of a One Thousand (\$1,000) Dollar annual tax-sheltered annuity.
- E. If any employee covered by this Agreement leaves the school system for any reason before the end of the school year, his/her insurance terminates on the day of leaving. If an employee terminates his/hers employment at the end of the school year, his/hers insurance terminates at the end of the month during which he/she left. Employees remaining in the system shall have continuous coverage.

ARTICLE XV

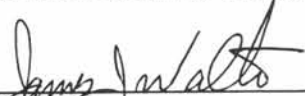
DURATION

This Agreement shall be effective as of August 26, 1993, and shall continue until August 25, 1996.

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

CARROLLTON BOARD OF EDUCATION

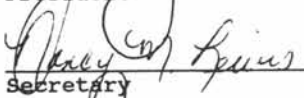
CARROLLTON EDUCATION ASSOCIATION



President



President



Secretary



Chairman of the Bargaining
Committee

Date: 9/23/93

CARROLLTON PUBLIC SCHOOLS
SALARY SCHEDULE
1993-94

STEP	BA	BA + 20	MA
0.0	\$23,079	\$23,621	\$25,488
0.5	\$23,497	\$24,041	\$25,904
1.0	\$23,917	\$24,459	\$26,322
1.5	\$24,388	\$24,923	\$26,822
2.0	\$24,856	\$25,387	\$27,321
2.5	\$25,320	\$25,851	\$27,852
3.0	\$25,782	\$26,312	\$28,383
3.5	\$26,310	\$26,841	\$28,976
4.0	\$26,839	\$27,369	\$29,569
4.5	\$27,369	\$27,893	\$30,164
5.0	\$27,900	\$28,417	\$30,760
5.5	\$28,493	\$29,010	\$31,422
6.0	\$29,089	\$29,606	\$32,084
6.5	\$29,677	\$30,201	\$32,744
7.0	\$30,266	\$30,794	\$33,405
7.5	\$31,030	\$31,558	\$34,132
8.0	\$31,794	\$32,320	\$34,861
8.5	\$32,521	\$33,045	\$35,581
9.0	\$33,248	\$33,767	\$36,303
9.5	\$34,042	\$34,561	\$37,104
10.0	\$34,835	\$35,352	\$37,905
10.5	\$35,556	\$36,176	\$38,909
11.0	\$36,278	\$37,000	\$39,911
11.5	\$37,840	\$38,503	\$41,713
12.0	\$39,400	\$40,007	\$43,511

CARROLLTON PUBLIC SCHOOLS
SALARY SCHEDULE
1994-95

STEP	BA	BA + 20	MA
0.0	\$23,968	\$24,531	\$26,470
0.5	\$24,401	\$24,967	\$26,901
1.0	\$24,838	\$25,401	\$27,335
1.5	\$25,327	\$25,883	\$27,855
2.0	\$25,813	\$26,364	\$28,373
2.5	\$26,295	\$26,846	\$28,924
3.0	\$26,774	\$27,325	\$29,475
3.5	\$27,323	\$27,874	\$30,091
4.0	\$27,872	\$28,423	\$30,707
4.5	\$28,423	\$28,967	\$31,326
5.0	\$28,974	\$29,511	\$31,944
5.5	\$29,590	\$30,127	\$32,632
6.0	\$30,209	\$30,746	\$33,320
6.5	\$30,820	\$31,364	\$34,005
7.0	\$31,431	\$31,980	\$34,691
7.5	\$32,224	\$32,773	\$35,446
8.0	\$33,018	\$33,564	\$36,203
8.5	\$33,773	\$34,317	\$36,951
9.0	\$34,528	\$35,067	\$37,701
9.5	\$35,352	\$35,891	\$38,533
10.0	\$36,177	\$36,713	\$39,364
10.5	\$36,924	\$37,569	\$40,407
11.0	\$37,675	\$38,425	\$41,447
11.5	\$39,297	\$39,985	\$43,319
12.0	\$40,917	\$41,548	\$45,186

CARROLLTON PUBLIC SCHOOLS
SALARY SCHEDULE
1995-96

STEP	BA	BA + 20	MA
0.0	\$24,890	\$25,475	\$27,489
0.5	\$25,341	\$25,928	\$27,937
1.0	\$25,794	\$26,379	\$28,387
1.5	\$26,302	\$26,879	\$28,927
2.0	\$26,807	\$27,379	\$29,465
2.5	\$27,307	\$27,880	\$30,038
3.0	\$27,805	\$28,377	\$30,610
3.5	\$28,375	\$28,947	\$31,250
4.0	\$28,945	\$29,517	\$31,889
4.5	\$29,517	\$30,082	\$32,532
5.0	\$30,090	\$30,647	\$33,174
5.5	\$30,730	\$31,287	\$33,888
6.0	\$31,372	\$31,929	\$34,602
6.5	\$32,006	\$32,571	\$35,314
7.0	\$32,641	\$33,211	\$36,026
7.5	\$33,465	\$34,035	\$36,810
8.0	\$34,289	\$34,856	\$37,597
8.5	\$35,073	\$35,638	\$38,373
9.0	\$35,857	\$36,417	\$39,152
9.5	\$36,713	\$37,273	\$40,016
10.0	\$37,569	\$38,127	\$40,880
10.5	\$38,346	\$39,016	\$41,963
11.0	\$39,125	\$39,904	\$43,043
11.5	\$40,810	\$41,524	\$44,987
12.0	\$42,493	\$43,147	\$46,926

APPENDIX "A"

continued

1. In the event the Board closes the schools and lays off all its employees, it is understood that there is no obligation to pay the balance of the salary listed above, salaries being pro-rated based on the time worked, but all fringe benefits will continue to the end of the semester.
2. Beginning with the 1972-73 school year and not to be retroactive, teachers hired will be given full credit for their full-time outside teaching experience in any school district accredited by a recognized accrediting agency which is recognized by the State of Michigan.
3. Each teacher at the Middle School and Senior High School level will be expected to sponsor either a class or a club or to assist in the operation of two (2) athletic events, plays, concerts, or recreation nights as part of his/her contractual duties.
4. Special education and speech correctionist in the Carrollton System who were hired for the 1971-72 school year will receive Seven (7%) Percent of Bachelor's Scale in addition to their regular index. These teachers will continue to receive the Seven (7%) Percent as long as they remain continuously employed in the Carrollton School System. However, any teachers hired after the 1971-72 school year will not receive the extra Seven (7%) Percent.

5. Coordinators receive pro-rated salaries for work before and/or after the school year, unless specified elsewhere.
6. Student-teacher fees given to the School District by universities or colleges which are intended to go to the teacher will be given to the teacher.

APPENDIX "B"

Each person wishing to conduct an Appendix B activity must apply each year for the position. People conducting Appendix B activities must have a signed contract rider on file in the Superintendent's Office before beginning the activity.

It is understood that the following amounts will be paid only if the activity is conducted primarily after normal school hours. The percentage of pay for the positions on Appendix B vary according to the hired individual's experience in that activity. Teachers with zero experience to less than two (2) years experience will get the per cent indicated of the zero step of the bachelor's scale. Employees with two (2) years experience but less than four (4) will get the per cent indicated of step 2 of the bachelor's scale. Employees with four (4) years experience but less than six (6) will get the per cent indicated of step 4 of the bachelor's scale. Employees with six (6) or more years experience will get the per cent indicated at step 6 of the bachelor's scale.

POSITION

Athletic Director	15.0	For after school duties
Head Football	13.5	
Assistant Football	8.0	
Head JV Football	7.5	
Assistant JV Football	6.5	
Freshman Football	6.5	
Freshman Assistant Football	5.5	
Eighth Grade Football	6.0	

Assistant Eighth Grade Football	5.0
Seventh Grade Football	5.0
Assistant Seventh Grade Football	5.0
Head Basketball	13.5
JV Basketball	8.0
Freshman Basketball	7.0
Assistant Freshman Basketball	5.0
Eighth Grade Basketball	6.0
Seventh Grade Basketball	5.0
Co-Ed Head Track	12.0
Co-Ed Assistant Track	7.0
Boys or Girls Head Track	9.5
Middle School Track	6.0
Assistant Middle School Track	4.0
Cross Country	6.0
Golf	6.0
Head Baseball	9.5
JV Baseball	6.5
Middle School Baseball	5.0
High School Softball (Girls)	9.5
JV Softball	6.5
Middle School Softball (Girls)	5.0
Head Volleyball (Girls)	13.5
JV Volleyball (Girls)	8.0
Freshman Volleyball (Girls)	7.0
Middle School Volleyball	5.0

Head Cheerleading, High School	7.0 for the year
Assistant High School & Middle School Cheerleading Advisors	6.0 for the year
Middle School Band	8.0
Debate	4.0
Forensics	3.0
Newspaper	3.0
Yearbook	5.0
Drama (per production)	3.0
Musical (per production)	4.0
Marching/Concert Band	13.5
Vocal Concert	3.0
Technical Director (per production)	\$200
Middle School Yearbook	\$200
Middle School Student Advisor	4.0 (If Assigned to a Teacher)
Senior Class Advisor	4.0
Junior Class Advisor	4.0
Sophomore Class Advisor	4.0
Freshman Class Advisor	4.0

The assignment of class advisor will only be with the teacher's consent.

<u>Hourly Rates:</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
Summer School	\$12.00	\$12.00	\$12.00
Driver Training	14.00	14.25	14.50
Adult Education	17.00	17.50	18.00
Community Education	12.50	13.00	13.50
Tutor-Certified	11.50	12.00	12.50
Tutor-Non Certified	9.50	10.00	10.50
Approved Conferences during vacation periods	14.00	14.25	14.50

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

CARROLLTON PUBLIC SCHOOLS
1993-94 CALENDAR

AUGUST	STUDENT DAYS	STAFF DAYS	JANUARY	STUDENT DAYS	STAF DAYS
M T W TH F			M T W TH F		
23 24 (25) (26) 27	0	2	24 25 26 27 28	5	5
30 31	2	2	31	1	1
SEPTEMBER			FEBRUARY		
1 2 3	3	3	1 2 3 4	4	4
(6) 7 8 9 10	4	4	7 8 9 10 11	5	5
13 14 15 16 17	5	5	14 15 16 17 18	5	5
20 21 22 23 24	5	5	21 22 23 24 25	5	5
27 28 29 30	4	4	28	1	1
OCTOBER			MARCH		
1	1	1	1 2 3 4	4	4
4 5 6 7 8	5	5	7 8 9 10 11	5	5
11 12 13 14 15	5	5	14 15 16 17 18	5	5
18 19 20 21 22	5	5	21 22 23 24 25	5	5
25 26 27 28 29	5	5	28 29 30 31	4	4
NOVEMBER			APRIL		
1 2 3 4 5	5	5	1**	0	0
8 9 10 11 12	5	5	(4) 5 6 7 8	0	0
15 16 17 18 19	5	5	11 12 13 14 15	5	5
22 23 24 (25) (26)	3	3	18 19 20 21 22	5	5
29 30	2	2	25 26 27 28 29	5	5
DECEMBER			MAY		
1 2 3	3	3	2 3 4 5 6	5	5
6 7 8 9 10	5	5	9 10 11 12 (13)	4	4
13 14 15 16 17	5	5	16 17 18 19 (20)	4	4
(20) 21 22 23 24	0	0	23 24 25 26 (27)	4	4
(27) 28 29 30 31	0	0	(30) 31	1	1
JANUARY			JUNE		
3 4 5 6 7	5	5	1 2 3	3	3
10 11 12 13 14	5	5	6 7 8 9 (10)	4	5
17 18 19 20 (21)*	4	5			
1st SEMESTER TOT	91	94	2nd SEMESTER TOT	89	90

* Semester End & Record Day
() = STAFF ONLY

** Good Friday
() = STUDENT & STAFF VACATION
(o) = MAKE UP DAYS FOR SNOW

CARROLLTON PUBLIC SCHOOLS
1994-95 CALENDAR

	STUDENT DAYS	STAFF DAYS		STUDENT DAYS	STAFF DAYS
AUGUST					
M T W TH F			M T W TH F		
22 23 24 25 26	0	2	23 24 25 26 27	5	5
29 30 31	3	3	30 31	2	2
SEPTEMBER					
1 2	1	1	FEBRUARY		
5 6 7 8 9	4	4	1 2 3	3	3
12 13 14 15 16	5	5	6 7 8 9 10	5	5
19 20 21 22 23	5	5	13 14 15 16 17	5	5
26 27 28 29 30	5	5	20 21 22 23 24	5	5
OCTOBER					
3 4 5 6 7	5	5	27 28	2	2
10 11 12 13 14	5	5	MARCH		
17 18 19 20 21	5	5	1 2 3	3	3
24 25 26 27 28	5	5	6 7 8 9 10	5	5
31	1	1	13 14 15 16 17	5	5
NOVEMBER					
1 2 3 4	4	4	20 21 22 23 24	5	5
7 8 9 10 11	5	5	27 28 29 30 31	5	5
14 15 16 17 18	5	5	APRIL		
21 22 23 24 25	3	3	3 4 5 6 7	5	5
28 29 30	3	3	10 11 12 13 14	4	4
DECEMBER					
1 2	2	2	17 18 19 20 21	0	0
5 6 7 8 9	5	5	24 25 26 27 28	5	5
12 13 14 15 16	5	5	MAY		
19 20 21 22 23	3	3	1 2 3 4 5	5	5
26 27 28 29 30	0	0	8 9 10 11 12	4	4
JANUARY					
2 3 4 5 6	3	3	15 16 17 18 19	4	4
9 10 11 12 13	5	5	22 23 24 25 26	4	4
16 17 18 19 20*	4	5	29 30 31	2	2
JUNE					
1st SEMESTER TOT			1 2	2	2
			5 6 7 8 9	4	5
91			2nd SEMESTER TOT		
			89		
94			90		

* Semester End & Record Day
□ = STAFF ONLY

** Good Friday
□ = STUDENT & STAFF VACATION
○ = MAKE UP DAYS FOR SNOW

CARROLLTON PUBLIC SCHOOLS
1995-96 CALENDAR

	STUDENT DAYS	STAFF DAYS		STUDENT DAYS	STAFF DAYS
AUGUST			JANUARY		
M T W TH F			M T W TH F		
21 22 23 24 25	0	2	22 23 24 25 26	5	5
28 29 30 31	4	4	29 30 31	3	3
SEPTEMBER			FEBRUARY		
1	1	1	1 2	2	2
4 5 6 7 8	4	4	5 6 7 8 9	5	5
11 12 13 14 15	5	5	12 13 14 15 16	5	5
18 19 20 21 22	5	5	19 20 21 22 23	5	5
25 26 27 28 29	5	5	26 27 28 29	4	4
OCTOBER			MARCH		
2 3 4 5 6	5	5	1	1	1
9 10 11 12 13	5	5	4 5 7 8 9	5	5
16 17 18 19 20	5	5	11 12 14 15 16	5	5
23 24 25 26 27	5	5	18 19 21 22 23	5	5
30 31	2	2	25 26 28 29 30	5	5
NOVEMBER			APRIL		
1 2 3	3	3	1 2 3 4 5**	4	4
6 7 8 9 10	5	5	8 9 10 11 12	0	0
13 14 15 16 17	5	5	15 16 17 18 19	5	5
20 21 22 23 24	3	3	22 23 24 25 26	5	5
27 28 29 30	4	4	29 30	2	2
DECEMBER			MAY		
1	1	1	1 2 3	3	3
4 5 6 7 8	5	5	6 7 8 9 10	4	4
11 12 13 14 15	5	5	13 14 15 16 17	4	4
18 19 20 21 22	3	3	20 21 22 23 24	4	4
25 26 27 28 29	0	0	27 28 29 30 31	4	4
JANUARY			JUNE		
1 2 3 4 5	3	3	3 4 5 6 7	3	4
8 9 10 11 12	5	5			
15 16 17 18 19*	4	5			
1st SEMESTER TOT	92	95	2nd SEMESTER TOT	88	89

* Semester End & Record Day
□ = STAFF ONLY

** Good Friday
□ = STUDENT & STAFF VACATION
○ = MAKE UP DAYS FOR SNOW

CARROLLTON PUBLIC SCHOOLS TEACHER EVALUATION

(Part I)

NAME _____ DATE _____
 SCHOOL _____ LENGTH OF CLASSROOM _____
 ASSIGNMENT _____ EVALUATION _____

CONTRACTUAL OBLIGATIONS:

- 1) This evaluation form will be completed by the evaluator and presented to the teacher within ten (10) days of the classroom evaluation.
- 2) Each unsatisfactory mark will be accompanied by appropriate comments on Part II of this form.

PERSONAL CHARACTERISTICS

PERSONAL CHARACTERISTICS	S	US	NA
Uses voice effectively.			
Is enthusiastic.			
Is tolerant and open minded and can accept new ideas.			
Is self-controlled in most situations.			
Maintains good relations with students.			
Is appropriately dressed.			

TEACHER-STAFF RELATIONS	S	US	NA
Conforms with published policies and procedures of the District.			
Shows a willingness to share ideas and techniques with professional staff members.			

S = Satisfactory
 US = Unsatisfactory
 NA = Not Applicable and/or Unobserved

CLASSROOM CONTROL & MANAGEMENT	S	US	NA
Is punctual in meeting classes and other assignments.			
Enforces published policies and procedures.			
Handles school routine promptly and efficiently.			
Renders prompt and accurate reports.			
Maintains appropriate control over the classroom situation.			
Room is maintained in a manner to facilitate learning.			

INSTRUCTIONAL/GUIDANCE SKILLS	S	US	NA
Uses adequate samples of work in evaluating students.			
Long range planning.			
Daily planning.			
Understands the age group.			
Recognizes and attempts to provide for individual differences within the limits of classroom situations.			
Makes use of instructional aids, when available.			
Seeks to improve work habits of students.			
Makes use of tools and specialized persons when available to aid in the continued development of students.			

GENERAL SCHOOL SERVICE	S	US	NA
Performs contracted, out-of-class supervision assignments promptly and efficiently.			
Maintains good relations with parents.			
Maintains good relations with colleagues.			
Takes an interest in student activities.			
Contributes constructively to committee work and faculty meetings either voluntarily or on assignment.			

ANECDOTAL COMMENTS

Administrator Signature _____ Date _____

*Each unsatisfactory comment must be continued on Part II of this evaluation form.

TEACHER COMMENTS

Teacher Signature _____ Date _____

PART II

UNSATISFACTORY ITEM RE-STATED	ADMINISTRATOR . OR PERSON ACTING AS CORRECTIVE CONSULTANT	SUGGESTED METHOD OF CORRECTION

-NOTES-

