

Collective Bargaining Agreement
between
Carman-Ainsworth Board of Education
and the
Carman-Ainsworth Education Association



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CONDITIONS OF THE CONTRACT

This Agreement entered into on the Seventh day of December, 2004 by and between the Board of Education of the Carman-Ainsworth Community Schools, Flint, Michigan, hereinafter called the "Board," and/or the "Employer," and the Carman-Ainsworth Education Association, an affiliate of the Michigan Education Association and the National Education Association, hereinafter called the "Association."

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

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

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

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified teaching personnel and registered nurses whether under contract, on leave, or on a per diem basis, including coordinators, counselors, media specialists, reading consultants, social workers, school psychologists, Title I teachers, speech and language therapist/pathologists, instructional specialists, excluding superintendent, assistant superintendents, principals, assistant principals, directors, supervisors, other positions which are supervisory, and day to day substitutes within the meaning of the Public Employment Relations Act. The Board will not recognize or negotiate with any teachers' organization other than the Association for the duration of this Agreement, unless required by law to do otherwise.
- B. The term, "Teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined. The term "Board" and/or "Employer," when used herein shall refer to the Board of Education, Superintendent and other Central Office Administrators, Principals, Assistant Principals and all other supervisory personnel within the meaning of Act 379.

ARTICLE II

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the school district to the full extent authorized by law.
- B. The Board shall discharge its responsibility and authority without regard to race, creed, religion, color, national origin, age, gender, and marital status of its employees and in its employment practices.
- C. The Board will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any right conferred by Public Act 379 or other law, State or Federal. The Board will not discriminate against any teacher with respect to any terms of this Agreement or conditions of employment by reason of his/her membership in the Association, negotiations with the Board as an Association Representative or his/her institution of any grievance or other proceeding under this Agreement.
- D. One (1) copy of the handbook of current Board Policy shall be made available in each building and three (3) copies shall be assigned to the Association President.
- E. Existing building policies shall be put in writing and shall be distributed annually in each building to all teachers and the Association. Changes made after distribution of written policies each year shall be distributed to teachers in the affected building.
- F. Copies of the current agreement shall be duplicated at the expense of the Board and delivered to all teachers as soon as possible after ratification.

ARTICLE III

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Teachers shall not be denied the right to organize, join and/or support the Association for the purpose of engaging in collective bargaining or negotiations.
- B. The Association shall apply the terms of this Agreement in a manner which is not arbitrary, capricious, or discriminatory with regard to race, creed, religion, color, national origin, age, gender, marital status, or membership in or in association with, the activities of any teacher organizations.
- C. Nothing contained herein shall be construed to deny or restrict to any teacher rights s/he may have under the Michigan General School Laws or other applicable laws and regulations.

- D. The Association, and its representatives, shall have the right to use school buildings at all reasonable hours for meetings (provided that this shall not interfere with or interrupt normal school operations), provided established procedure is followed in requesting such use.
- E. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times (provided that this shall not interfere with or interrupt normal school operations), provided established procedure is followed in requesting such use.
- F. The Association shall have the right to use school facilities and equipment normally used for instructional purposes at reasonable times, when such equipment is not otherwise in use, provided established procedure is followed in requesting such use. The Association shall pay for reasonable cost of all materials and supplies incidental to such use.
- G. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one (1) of which shall be provided in each school building. Such teacher bulletin boards shall not normally be accessible to students.
- H. The Association may use the district mail service and teachers' mailboxes for communications to teachers, provided there is no additional expense to the school district.
- I. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, provided that it does not interfere with the educational process.
- J. The Board agrees to furnish to the Association, in response to reasonable requests, all information in the format available concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings except executive sessions, treasurer's reports, census and membership data, names and addresses of all teachers, and such reasonably available information as will assist the Association in negotiations and in the processing of any grievance or complaint.
- K. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, except that such teachers shall conduct themselves in their private and personal life in a manner consistent with the Code of Ethics of the Teaching Profession and their professional standing in the community. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teachers, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.
- L. The Board and the Association pledge themselves to make public education available to every student of the Carman-Ainsworth Community Schools without regard to race, creed, religion, sex, color or national origin, and seek to achieve full quality of educational opportunity to all pupils.

- M. Employees will not be punished, penalized, or demoted for being a member of the Association's Negotiations Committee.
- N. A total of thirty (30) days without cost to the Association shall be granted for professional use at the discretion of the officers of the Association. In requesting association days, the President of the Association will contact the Office of Human Resources with the names and dates for the requested association days. The Office of Human Resources will check the availability of substitutes on the requested date(s). If substitutes are available on the requested date(s), the association days will be granted. If substitutes are not available, another date may be selected. The next available date shall be granted. The Association President shall complete the appropriate paperwork. Additional Association days may be purchased at the current substitute rate upon request by the Association President and will be authorized by the Office of Human Resources.

ARTICLE IV

ASSOCIATION SECURITY AND PAYROLL DEDUCTIONS

- A. All teachers shall either:
 - 1. Sign and deliver to the Association within sixty (60) days of the commencement of employment a membership form authorizing payment of the dues and assessment of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year, or
 - 2. Cause to be paid to the Association a service fee set by the Association (including the National and Michigan Education Associations) within sixty (60) days of the commencement of employment.
 - 3. The Association assumes the obligation of transmitting either membership forms or service fee forms to the Board for purposes of payroll deduction.
 - 4. If neither the service fee nor the membership dues and assessments are 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 that the service fee will be deducted from the pays remaining for dues payroll deduction, unless otherwise agreed by the Association (see IV C).
 - 5. The Association agrees to assume the legal defense of any suit or action brought against the Board because of Section A of this Article. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against it as the result of said suit or action.

- a. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether to appeal the decision of any court or other tribunal regarding the validity of this Section or the damages which may be assessed against the Board by any court or tribunal.
 - b. The Association has the right to choose the legal counsel to defend any said suit or action.
 - c. The Association shall have the right to compromise or settle any claim made against the Board under this Section.
 - d. The word, "Association," as used in Section A of this Article includes the Carman-Ainsworth Education Association and the Michigan Education Association and indicates that both are a party to and jointly responsible for items outlined in Section A of this Article.
 - e. Article IV, Section A, shall be effective only upon written acknowledgement by the Michigan Education Association that they are a party to and jointly responsible for items outlined in Article IV, Section A. Section A, Number 5, shall not be retroactive to any school year preceding 1971-72.
- B. The Board shall furnish the Association the names of all new teachers (with current addresses and school assignments) as they are hired. This Section shall go into effect as of ratification.
 - C. The deduction of membership dues shall be made from each paycheck for 20 pays beginning with the second pay, and the Board agrees to remit to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.
 - D. The Board shall also make payroll deductions upon written authorization from teachers for annuities, credit union, savings bonds, or any other plans or programs jointly approved by the Association and the Board.
 - E. Payroll deduction shall be available for all existing additional MESSA programs and new programs jointly approved by the Board and the Association.
 - F. Teachers hired after ratification of the 2004-2007 collective bargaining agreement shall be paid on the 26/27 pay option.

ARTICLE V

TEACHING CONDITIONS

The parties recognize that optimum school facilities for both students and teachers are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the

organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program, class sizes can only exceed, except in instances of voluntary experiments, the following standards by a maximum of two, with teacher consent. When class sizes are exceeded, the teacher shall be compensated at three dollars and fifty cents (\$3.50) per student per contact hour with a minimum of fifty dollars (\$50), per school year, the balance to be paid at the end of the school year. This will commence with the third student contact week of the course/class. Beginning with the 2005-2006 school year there shall be no overloads.

<u>Grade Level</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>Maximum Daily Load</u>
Kindergarten	25	25	25	
1 st – 2 nd	26	26	26	
3 rd	27	27	27	
4 th , 5 th , 6 th	29	30	30	

GAM – Grade Level Class Size +3

The multi-age class size maximum will be the maximum of the lowest grade in the multi-age class.

1. ELEMENTARY SPECIAL AREAS

- a. Physical Education, Music, Art, Curriculum Enhancement - Class size shall be set at the grade level being serviced plus three.
- b. Gifted 27

2. GENERAL EDUCATION, MIDDLE SCHOOL (2005-2007)

<u>Grade Level</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>Maximum Daily Load</u>
Social Studies	31	30	30	
Science	31	30	30	
Math	29	30	30	
English	27	30	30	
Reading	20	22	22	
All other subjects		30	30	

*Physical Education – Class size shall be set at the grade level being serviced plus two.

*Vocal and Instrumental Music excluded from class size maximum.

3. GENERAL EDUCATION, SECONDARY (2005-2007 High School)

The scheduled class size is for the purposes of sectioning in the spring. Max Class size refers to the final class size excluding overloads as defined in Section A of this Article. Beginning with the 2005-2006 school year class size maximums increase by one (1). In the 2006-2007 school year class size maximums increase by one (1) from the 2005-2006 school year. In no event shall class sizes exceed thirty-five (35) with the exception of Vocal and Instrumental music.

All secondary classes will be scheduled at two less than the class maximums set forth below.

<u>Grade Level</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>	<u>Maximum Daily Load</u>
English	27	28	29	135
Reading Lab	25	26	27	125
Social Studies	31	32	33	155
Algebra I	29	30	31	145
Geometry	34	35	35	170
Pre-Calculus	34	35	35	170
Contemporary I	26	27	28	130
Contemporary II, III, IV	29	30	31	145
Advanced Algebra	34	35	35	170
AP Calculus	34	35	35	170
FST	34	35	35	170
Computer Science/AP CS	29	30	31	145

***DAILY LOAD MAXIMUM IN MATH WILL BE AN AVERAGE OF DLM FOR CLASSES TAUGHT**

Science	31	32	33	155
Foreign Lang.	27	28	29	135
Industrial Arts	27	28	29	135
Drafting	27	28	29	135
Career Technical Ed. (CTE)	27	28	29	135
Life skills	27	28	29	135
Art	27	28	29	135
Health	31	32	33	155
Physical Education	35	35	35	175

4. GENERAL EDUCATION, COMBINATION CLASSROOMS

When two or more grade levels at the elementary level or two or more subjects at the secondary level are combined within the same classroom or class period, the maximum class size will be reduced two students for each grade or level added below the maximum class size for the subject level or the grade having the lowest class size which is included in the combination. This does not apply to multi-age or gifted programs at the elementary level. At the elementary level, attempts will be made to equalize the number of students per grade level in a split classroom (See Article IX B 9 g for staffing).

Scheduling of Special Needs Students

Special needs students participating in a regular education classroom shall be equally distributed to the extent possible when scheduling. Should the combined number of students with Individual Educational Plans or students with 504 Plans (excluding those with only speech services) in any general education classroom exceed thirty percent of the established maximum class size, that class size limit shall be reduced by two (2) unless an additional paraprofessional is provided in the class.

5. SPECIAL EDUCATION

Maximums in each case shall be those established in applicable law/rules. Where a teacher is assigned to more than one special education area, the student maximums will be a pro-ration of the maximums established in applicable laws/rules. Deviation shall be compensated under Section A of this Article. Notification will be sent to the Association President whenever a deviation or waiver is requested or utilized.

6. The Office of Human Resources will make class size information available, upon written request, to the Association within ten (10) days.
7. The Association recognizes that building/construction progress or emergency situations affect student class size. If circumstances exist that are beyond the Board's control, the Board and Association will meet to work out a solution.

B. COUNSELING SERVICES

1. HIGH SCHOOL COUNSELING SERVICES

High school guidance counseling services shall not exceed the ratio of 425 to 1. High school counselors shall be employed in the senior high school during the two-week period prior to the official teacher start date. The total number of days allocated for high school prior-to-school counseling activities will be determined on a ratio of one day per fifty students enrolled on July 30 in grades 9-12. Additional counseling time shall be added when the total number of students exceeds the maximum number by at least 213 students, at which time a minimum of 0.5 counselor shall be added.

2. JUNIOR HIGH/MIDDLE SCHOOL COUNSELING SERVICES

Junior high/middle school guidance counseling services shall not exceed the ratio of 450 to 1. Junior high/middle school counselors shall be employed in the junior high/middle school during the two-week period prior to the official teacher start date. Each junior high/middle school counselor shall be allocated three (3) days for prior-to-school counseling responsibilities.

When sixth graders are in the junior high/middle school building, they shall be considered part of the counseling ratio. Additional counseling time shall be added when the total number of students exceeds the maximum number by at least 226 students, at which time a minimum of 0.5 counselor shall be added.

3. ELEMENTARY COUNSELING SERVICES

Counseling services at the elementary level shall not exceed the ratio of 550 to 1. This ratio shall establish total number of counselors necessary at the K-6 (K-5) level. It shall not be used to establish a need in individual buildings. Additional counseling time shall be added when the total number of K-6 (K-5) students in the district exceeds the maximum number by at least 276 students, at which time a minimum of 0.5 counselors shall be added.

C. MEDIA

When media services are provided, the media center will be staffed to meet at least the minimum North Central Accreditation standards.

- D. The Board agrees at all times to keep the school adequately equipped and maintained.
- E. The Board shall provide a teacher reference library in each school and include therein all texts which are reasonably requested by the teachers and approved by the principal of that school.
- F. The Board will make available in each school adequate typing and duplicating facilities to aid teachers in the preparation of instructional materials.
- G. The Board shall provide:
 - 1. Separate desks with drawer space for each teacher in the district.
 - 2. Suitable lockable space for each teacher to store personal items.
 - 3. Adequate chalkboards and bulletin board space where needed.
 - 4. Teacher's editions of all texts used in each of the courses s/he is to teach, if available from the publisher, exclusively for each teacher's use.
 - 5. A suitable dictionary in each classroom, if requested by the teacher and approved by the building principal.
 - 6. Adequate storage space in each classroom for instructional materials.
 - 7. Appropriate textbooks, attendance books and adequate quantities of paper, pencils, pens, chalk, erasers and other materials required in daily teaching responsibilities.
 - 8. Smocks, as requested by the teacher and approved by the building principal, which are cleaned weekly, for teachers in the following areas: lifeskills, industrial arts, art, and science (lab courses).
- H. The Board shall continue to provide in each building adequate restrooms and lavatory facilities exclusively for staff and at least one (1) appropriately furnished teacher's lounge. Supplies and furnishings shall be of at least moderate quality.

- I. Telephone facilities shall continue to be made available to teachers for professional use.
- J. All teaching hours and schedules including marking periods shall be developed within the following parameters:
 1. All elementary teachers shall be entitled to a duty free, uninterrupted forty-five (45) minute lunch period. Secondary teachers shall be entitled to at least a thirty (30) minute duty free, uninterrupted lunch period.
 2. All elementary teachers shall have regularly scheduled planning time of at least 250 minutes per week, which shall be scheduled in blocks of at least twenty five (25) consecutive minutes, with at least one such block scheduled each day. Whenever possible, elementary planning periods shall be scheduled in blocks of fifty (50) minutes. All secondary teachers shall have regularly scheduled planning time of at least 275 minutes per week, which shall be scheduled in blocks of at least twenty five (25) consecutive minutes, with at least one such block scheduled each day. Planning periods throughout a building shall be equalized to the greatest extent possible.

Planning periods may be altered to accommodate mandated testing.

Teachers will notify the main office when leaving the building for school business during their planning hour. Teachers may leave the building for personal business on their planning period with administrator approval. During special circumstances, an administrator may have staff remain on-site during their planning period.

3. A teacher's daily schedule shall not exceed a maximum of a 7½ hour continuous block of time.
4. No teacher shall have a daily teaching schedule that requires him/her to report earlier than 7:13 a.m.
5. No teacher shall be required to supervise during his/her lunch period. Student lunch supervision may be made both a part of and in place of regular class assignment. Supervision during a teacher's lunch period is voluntary in exchange for an equal number of minutes in early teacher dismissal.
6. Kindergarten sessions shall coincide with building schedules.
7. Elementary teachers will be released from duty during recess periods, except when scheduled for supervision.
8. Teachers having a first (1st) period shall report to their immediate classroom area ten (10) minutes prior to the start of their first class and are to use this time for the conduct of professional duties which shall include, but not be limited to, supervision of students. Teachers scheduled for the last instructional period of the day shall remain in their classroom area, except in cases of emergency, ten (10) minutes after classes are dismissed. All teachers' lunch periods shall be scheduled between 10:30 a.m. and 2:15 p.m.

9. It is the Board's responsibility to establish the beginning and ending times of a school day within the parameters of this contract. When a building schedule is to be realigned within these times, the following procedure shall be followed:
 - a. Following consultation with the teachers involved, the building principal will develop individual building schedule options within the parameters.
 - b. Proposed schedules are subject to approval by a majority of the building faculty in a secret ballot vote conducted by the Faculty Advisory Council.
 - c. If realignment must take place during the summer, the principal shall set a temporary schedule to begin school. Adjustments made after the process has been completed shall be accomplished as soon as practical.
 - d. Notice of a proposed change of schedules shall be forwarded to the Association President forty-eight (48) hours prior to vote.
 10. Teachers who teach in more than one (1) building shall have time provided for travel outside of lunch and preparation times provided for in this Article. Such time for travel will be granted from the ten (10) minutes of supervision time before the teacher's first class and the ten (10) minutes of supervision after the teacher's last class that is the obligation of all other teachers.
 11. The maximum weekly teaching load will be five (5) unassigned hours of preparation and twenty-five (25) contact hours which shall include passing time. Secondary teachers shall be assigned to no more than five (5) classes per day. Instructional Specialists and Coordinators shall be assigned to six (6) hours per day or thirty (30) hours each week.
 12. The master schedule of each secondary building for the current school year will be mutually reviewed by the Board and the Association prior to the first day of school.
- K. If teachers in a building, through consensus, decide to formulate a schedule that does not fit the parameters of Article V J, of the master agreement, the following process shall be followed:
1. All teachers of the affected building will have input into the proposed schedule.
 2. The F.A.C. will develop a written draft of the proposed schedule.
 3. The aforementioned proposal(s) are subject to the approval of the Board and the Association Executive Committee each year.
 4. Following approval, a secret ballot vote shall take place. In order for the changes in the schedule to be made, there must be an 80% approval by 100% of the building teachers.
 5. The proposed change(s), if approved, shall take place and shall remain in effect as long as the proposal states.

6. If the approved proposed changes are made at the end of the school year, the changes shall take place the following year.
7. At the conclusion of the year implemented, an evaluation shall take place.
- L. When the media specialist and/or librarian is not on duty in the library, only certificated personnel or responsible adults shall supervise the students in the library.
- M. Nothing in this Article shall be interpreted to prevent any teacher from volunteering for emergency teaching assignments.
- N. Each school unit shall have allocated to it the sum of twenty dollars (\$20) per full-time teacher (pro-rated for fractional teachers) per year for the purchase of instructional supplies and equipment over and above the pupil allotment. Said funds shall be controlled and administered by the building principal (on a departmental basis at the secondary level), but shall be used exclusively to honor teachers' requests for instructional materials. Purchases made directly by teachers shall require prior approval and proper invoices for payment.
- O. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being.
- P. 1. Whenever it is known that school is not to be in session because of conditions not within the control of school authorities not limited to heat, water or weather conditions, students and teachers shall have notification as soon as practical prior to the time school is to begin, and teachers shall not be required to report for work.
 2. If school is in session and students are sent home because of heat, water, or weather conditions, teachers shall be relieved of duty when students have been dismissed.
- Q. The Association and the Board recognize that professional responsibilities and duties may not be confined to the normal teaching day. Attendance for these professional responsibilities and duties shall be voluntary.

In case of emergency, teachers are obligated to assist and supervise children after regular working hours.

It is the responsibility of the teacher, when an individual parent initiates a conference, to schedule said conference within three (3) working days at a time that is convenient to the teacher.
- R. Nine eighty (80) minute staff meetings may be held during the school year, without additional compensation. Attendance shall be considered the obligation of the teachers.
- S. School improvement plans/strategic planning/site-based decision making

The Board and Association recognize that teacher participation in these initiatives is desirable in providing positive results for students. If it becomes apparent that plans coming out of these initiatives violate or are inconsistent with this collective bargaining agreement, it is understood that the collective bargaining agreement shall prevail.

Further, it is understood that the Board and Association will seek to collaborate in any situation where contract language is inconsistent with mutually agreed to improvements.

The Board and the Association commit themselves to establishing a collaborative process to ensure a school environment that improves both teaching and learning.

ARTICLE VI

LEAVE PAY

- A. At the beginning of each school year, a teacher who reports for work shall be credited with twelve (12) days to be used for absences of the teacher for reasons outlined in C below. When an employee does not report within the first two weeks of the school year, the sick leave credited will be prorated by the hour for time not worked. Employees who have unpaid leaves during the year and/or whose employment terminates prior to the end of the school year will have any sick leave accrual for that year prorated by the hour for time not paid. The unused portion of such allowance shall be accumulated to 180 days.
- B. Of the twelve (12) days allowed above in Paragraph A, three (3) days may be used as personal days upon request, with at least twenty-four (24) hours notice (except in emergency situations), to the immediate supervisor. Personal days shall not be used to extend a vacation, holiday or travel time related thereto. Personal days may be used immediately preceding or following a holiday or vacation when the necessity for the day clearly falls beyond the control of the teacher. Additional personal days may be earned as outlined in Schedule K. Earned personal days may be carried as whole days into the next year. Beginning with the 2004-2005 school year a maximum of two (2) personal days may be carried over as personal days into the following school year, so that no teacher begins a school year with more than five (5) personal days. Any days not used by the end of the year following the year earned will become leave days as outlined in Article VI, paragraph A, except as set forth in this paragraph. Hours earned that are less than the amount needed to equate to a day as outlined in Schedule K cannot be carried over and will be compensated for at the rate set in Schedule E

A committee consisting of two Assistant Superintendents and two Education Association representatives, designated by the Association President, shall be formed to consider special requests for use of leave days in extenuating circumstances.

C. Leave days may be used for the following:

1. Personal illness or disability. The teacher may use all or any portion of leave days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy.

- a. If the Board has reason to suspect abuse of leave days, a teacher may be asked to provide verification of illness or disability. The phrase “reason to suspect abuse” shall mean a pattern of absences taken so as to create reasonable suspicion on the part of the administrator of abuse. In that situation, the administrator must then notify the member of that suspicion in writing and may request verification of further absences. This request can last no longer than one (1) year from date of notification.
 - b. Should time and/or circumstances not allow the administrator to make written notification and enough peripheral evidence exists to create reasonable suspicion of abuse, the administrator shall notify the association president and discuss the suspicions and reasons for suspected abuse. After this discussion, if the administrator still has suspicions then he/she may contact the member verbally, notify the member of suspected abuse and request verification prior to the days being taken. This request shall be followed by written confirmation, not to be placed in personnel files, outlining reasons for suspicions, with a copy sent to the association president.
 - c. When abuse is suspected, “verification” shall mean an “appointment card,” note signed by a physician, or other such proof. Verification must include the time period for which the employee is/was unable to work and why the employee is/was unable to work. If the initial verification provided is not sufficient to alleviate suspicion of abuse, then the administrator may request an evaluation by a physician of the district’s choice at the school district’s expense.
 - d. For a continuing illness or disability of five (5) or more days, the teacher may be asked to supply verification upon request.
2. Illness of an immediate family member. For serious illness or medical care of the spouse, son or daughter, parents, siblings, in-laws, close friend living in the home or other dependent, which requires the presence of the teacher in order to provide the necessary care; or critical illness of the spouse, child, siblings, parents or in-laws.
 3. Death in the family. For the teacher’s use in case of death in the immediate family: The immediate family will include residents of the employee’s household, dependents, parents, parents-in-law, children, siblings, grandparents, grandchildren, and any person who has acted in loco parentis for the employee or vice-versa.
 4. Court appearances not delineated in Article VI D 2.
 5. Travel. A reasonable length of time for travel is included in all above allowances.
 6. Death of close friends or relatives outside the immediate family. No more than three (3) days including travel time to attend the funeral of a close friend or relative outside the immediate family. In extenuating circumstances additional travel time may be approved by the Office of Human Resources.

- D. Leave with pay, not chargeable against the teacher's leave allowance or personal leave days shall be granted for the following reasons:
1. Jury Duty—Absence when a teacher is called to jury duty.
 - a. The teacher is to report to the principal when called for jury duty.
 - b. If a teacher serves, any remuneration paid for jury duty shall be returned to the school district upon receipt, excluding expenses.
 - c. When a teacher is released from jury duty prior to the end of his/her work day, it is the teacher's responsibility to report back to his/her work assignment. When there is less than two hours left in the teacher's workday, the teacher need not report back to work.
 2. Court appearances as a witness in any case connected with the teacher's employment, or the school. If subpoenaed in a case involving the public interest s/he shall be granted leave pay.
 - a. Any remuneration shall be returned to the school district upon receipt, excluding travel expenses.
 - b. This paragraph (VI D 2) shall not apply in cases where the employee and/or the Association is the plaintiff, or where the interests of either the employee and/or the Association are not the same as the employer. At the sole discretion of the employer, exceptions to this language (VI D 2 b) can be made.
 3. Administration approved visitation to another school, or approved educational conference or convention.
 4. Time necessary to submit to selective service physical examinations.
 5. A teacher called to active military duty, shall be granted the difference between military pay and current contractual salary, including fringe benefits for a maximum of thirty (30) work days per contract year.
- E. If the Board has reason to believe that a teacher is unable to satisfactorily perform his/her professional duties when assigned to a position, or requesting to return to a position, then the Board may require the teacher to submit to a medical examination by a physician of the Board's choice at the Board's expense. A teacher may submit a report of examination by his/her own physician, which shall be considered in conjunction with the Board's report, in any decision regarding the teacher.
- F. Sick Leave Bank Policy
1. The Association will operate a sick leave bank on a mandatory basis. The Association will establish a committee to administer the sick leave bank and to provide the information to the Business Office which will keep the records. A representative from the Office of Human

Resources will serve in the capacity of an advisor to the committee. The Association shall make the sick bank guidelines available to each teacher and apprise teachers in a timely fashion of guideline changes.

2. Each employee will donate one (1) day of his/her leave to the bank whenever the bank is depleted to 1,000 days. In addition to the above, every teacher new to the district will donate one (1) day of his/her leave per semester for his/her first year of his/her employment.
 3. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations.
 4. A person will not be able to withdraw the contributed days.
 5. The first fourteen (14) consecutive work days of illness or disability will not be covered by the bank, but must be covered by the person's own accumulated leave time. Upon exhaustion of accumulated leave time, subject to the limitations of VI F 6 a, the employee will automatically be placed on an unpaid leave of absence. This leave shall not exceed fourteen (14) days.
 6.
 - a. A person credited with less than fifty (50) leave days (sick and personal) at the beginning of the school year will not be able to use days from the bank until his or her leave days are depleted to three (3) days.
 - b. A person credited with fifty (50) or more leave days at the beginning of the school year will not be able to withdraw days from the sick bank until his or her leave days are depleted to fourteen (14) days.
 7. An individual may withdraw the number of days from the bank necessary to result in no loss of wages for one year, subject to number 6 above.
 8. Persons withdrawing leave days from the bank will not have to replace these days except as a regular contributing member of the bank.
 9. Any teacher who leaves the employ of the Carman-Ainsworth Community Schools shall donate one third of his/her unused leave to the sick bank.
 10. Should the Association require an employee to be evaluated by a physician of the Association's choice prior to determining his/her eligibility or continuing eligibility, the results of such an evaluation will be shared with the Administration and will become part of the employee's personnel file.
- G. The Board agrees to make every effort to maintain an adequate list of substitute teachers. Teachers shall be informed by the first day of school of the procedure they are to follow to report unavailability for work. Teachers will not be penalized if, in cases of emergency, they are not able to follow the procedure. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

- H. Absence due to injury or illness incurred in the course of the teacher's employment shall be charged against the teacher's leave days on a prorated basis, and the Board, on this basis, may pay the difference between the teacher's daily rate and the benefits received under the Michigan Workers' Compensation Act for the duration of such absence. The total amount received from sick days and Workers' Compensation shall not exceed the employee's regular pay.
- I. Any period of leave under this contract will run concurrently with any leave that is eligible to be taken pursuant to the Family and Medical Leave Act (FMLA).

ARTICLE VII

SABBATICAL LEAVES

- A. After a teacher has been employed at least seven (7) consecutive years and/or at the end of each additional seven (7) or more consecutive year periods, s/he is eligible for a sabbatical leave for professional improvement subject to the following conditions:
 - 1. The Board may grant sabbatical leave up to four (4) teachers for a period not to exceed two (2) semesters at any time.
 - 2. The teacher must hold a Permanent, Professional, Provisional, Continuing or Life certificate.
 - 3. Of the sabbaticals approved, any or all may be one-semester sabbaticals. A teacher on sabbatical may be based in a district building or program to enhance professional growth and training. The type of growth and training may include the following: curriculum development, training for use of new technology, developing computer skills, learning new teaching strategies, etc.
 - 4. The teacher obligates him/herself to return for one (1) year; otherwise the grant becomes a loan to be repaid within one (1) year with no interest for the first six (6) months. After six (6) months any unpaid balance shall be assessed at an interest factor of six percent (6%) per annum.
 - 5. During the sabbatical leave, the teacher shall have a contract and shall be considered in the employment of the Board.
 - 6. The teacher shall be paid a minimum of one-half (1/2) his/her full annual salary (or more, dependent upon the nature of the leave) and full fringe benefits, provided the teacher does not utilize approved sabbatical leave for gainful employment elsewhere. Educational grants and fellowships shall not be considered as gainful employment.
 - 7. A teacher on sabbatical leave shall be allowed credit towards retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan School Employees Retirement Board. The Board shall reimburse the teacher the dollars equal to the current retirement contribution for the earliest qualifying salary to allow the teacher to

purchase a full year's credit for retirement. It is the teacher's obligation to complete the purchase within two (2) years of the completion of the sabbatical leave. Failure to do so within this time limit negates any responsibility for reimbursement on the part of the Board.

8. A teacher, upon return from a sabbatical leave shall be restored to his/her teaching position or, if it does not exist, to a position of like nature. Credit shall be given for all seniority and leave accumulated prior to paid leave and seniority shall accrue for the duration of the leave. Full credit shall be given for salary as though the teacher had not been on leave.

ARTICLE VIII

UNPAID LEAVES OF ABSENCE

A. Conditions of Unpaid Leaves

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

1. Teachers must have been employed by the district for a period of three years.
2. A leave may not extend into a school year following the one in which the leave commenced.
3. Requests for leaves shall be in writing to the Office of Human Resources and shall contain the type of leave requested, the reason(s) for such leave, the duration of the leave, and the expected date of return to employment.
4. The teacher shall deliver the request for leave to the Office of Human Resources at least sixty (60) days prior to the date on which the leave is expected to commence. Exceptions may be made at the discretion of the Office of Human Resources.
5. All leaves, except deduct leave, are subject to formal Board approval.
6. A teacher shall be notified whether or not leave is granted within thirty (30) working days of receipt of application.
7. Leaves shall be granted to those teachers who meet the conditions of leave as set forth in this Article except in cases of personal, public office, exchange and study leaves which shall be at the discretion of the Board. In cases of personal, public office, exchange and study leaves, employees must meet the conditions of the leave before the leave request can be considered by the Board.

B. Leaves are available for the following purposes:

1. Child Care - A leave of up to one school year related to the birth and/or care of the teacher's child shall be granted. "Teacher's child" shall include natural child, a stepchild, a child that is adopted, or a child receiving foster care from the teacher. Such leave shall be extended up to an additional two (2) years upon request of the teacher.

2. Personal Illness and Disability - A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave may be renewed each year upon written request by the teacher. Medical insurance will be continued until the teacher is eligible for Long Term Disability (LTD). For all teachers on LTD, MESSA will cover the cost of the entire medical premium as provided by the existing MESSA policy in effect at the time the teacher goes on LTD. Should such leave be extended four times, prior to any additional extension a probable date of termination of necessity for such leave shall be provided by the physician(s) in charge of the case before any additional extension shall be granted by the Board. Should the physician not be able to provide a date of probable termination of the disability, the employee shall be considered permanently disabled and the District's obligation for future employment shall be terminated.
3. Military Leaves - Military leaves of absence shall be granted to any teacher in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
4. Association Office - A leave of absence shall be granted to any teacher upon application for the purpose of serving as an officer or on the staff of the Association, its parent groups or affiliates. Upon return from such leave, such teachers may be placed at the same position on the salary schedule as they would have been had they taught in the system during the period.
5. Voluntary Staff Reduction Leave - If a reduction of staff is deemed necessary, a teacher who would not be affected by the layoff may request a leave of absence for one (1) year during the staff reduction, irrespective of his/her position on the seniority list. This leave shall be granted provided that it eliminates the need to layoff at least one teacher.
6. Public Office - The Board may grant leaves of absence without pay for a teacher to campaign for, or serve in, a public office. This office may be elective or appointive. Any information released by the Board to interested and qualified persons, regarding such campaign and/or service, shall consist solely of dates of employment in the Carman-Ainsworth Community Schools.
7. Personal Leave - After a teacher has been employed at least four (4) consecutive years, and/or at the end of each additional four (4) or more consecutive year periods, s/he is eligible for a personal leave.
 - a. The maximum number of teachers that may be on personal leave at any one time shall not exceed three percent (3%) or 18, whichever is less, of the bargaining unit.
 - b. If the number of applicants for personal leave exceeds the maximum, selection shall be made as follows:
 1. Those teachers needing the leave due to an emergency situation, which has been agreed to mutually by the Board and Association, shall be granted said leave.

2. All other requests shall be divided into two (2) groups: Group A applicants who were granted any leave pursuant to Articles VII and VIII within the last five (5) years excluding leaves taken pursuant to either the FMLA or the USERRA; Group B—All other applicants.
3. Group B applicants will be selected by lot until their number when added to the number of emergency situation personal leaves pursuant to this Article (VIII B 7 b 1) equals the maximum.
4. Then applicants from Group A shall be selected by lot until the total number of personal leaves approved equals the maximum.
8. Study - A leave related to the teacher's certification major or minor or study required to meet eligibility requirements for a certificate other than that held by the teacher (or study, research or special teaching assignment involving probable advantage to the school system) may be granted. If said leave is taken with the mutual consent of both parties, the regular salary increment shall be allowed.
9. Exchange Programs - A leave of absence may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teachers' Corps, or Job Corps, as a full time teacher in such programs.
10. Deduct Leave - A teacher may be granted up to two (2) deduct days each year. Application for these days must be made through the Office of Human Resources.

C. Return Procedures

1. Teachers on approved leaves of absence shall retain all credits toward illness and disability leaves, seniority, and salary increments accrued prior to the beginning of the unpaid leave. No credit shall accrue during any such leave unless specifically stated in this Collective Agreement.
2. Full seniority and salary credit shall be granted for the semester in which the leave was granted, if the employee worked one-half or more of the semester.
3. A teacher on an approved leave of absence shall notify the Office of Human Resources by April 15 of his/her intent to return for the following school year. A teacher on approved leave of absence who wishes to extend his/her leave for the following school year shall make his/her request for such extension to the Office of Human Resources on or before April 15 of the current school year. Should such leaves occur after April 15, intent to return or extend shall be indicated in the initial request. Failure to file notice of intent to extend will result in the employee being placed on active employment status for the following school year and assigned in accordance with the applicable provisions of this agreement.

The Board will notify the Association President of the status of all teachers on leave, including those teachers not conforming to this requirement.

4. All teachers returning from leave pursuant to Article VII shall be offered positions, providing they are qualified and certified, before any new teacher is assigned.
5. A teacher returning from a leave of ninety-five (95) work days or less will be returned to the same position s/he had when said leave commenced, or, if it does not exist, to an existing position which s/he has sufficient seniority to hold. Paid sick leave including leave days from sick bank, which immediately precede a personal illness or disability leave (Article VIII B 2), shall be counted toward these ninety-five (95) days.
6. A teacher wishing to return from a leave of ninety-six (96) days or more shall be placed in his/her proper place on the seniority list and will be subject to assignment based on the same criteria as are applied to all other members of the bargaining unit.
7. Unless the teacher is under contract to another educational institution, failure to accept an available position for which the teacher is qualified and certified, or failure to notify the Office of Human Resources of intent, shall be considered a voluntary quit. The Office of Human Resources must receive notice of acceptance of assignment within ten (10) days of notice of tentative assignment. The Board shall not act to terminate employment for a period of five (5) days after notice to the Association President.
8. Nothing in this contract regarding return from leave procedures shall be deemed to supercede the tenure rights of any teachers affected by such return from leave.

ARTICLE IX

STAFFING

A. SENIORITY

1. a. A seniority list shall be prepared by the Board and verified by the Association. Seniority is defined as length of active service within the bargaining unit, subject to restrictions included in this Agreement. Employees hired through the last Friday of September shall have September 1 as their date of hire for seniority purposes. Employees hired after the last Friday of September and prior to the beginning of staffing for the next school year shall be placed on the seniority list in order of hire.
- b. When two (2) or more employees have the same years of service, they will be ranked in order of their respective dates of hire. Except as provided in Article IX A 1 a, date of hire, is defined as the first day of work as an employee covered under this agreement. When two (2) or more employees have the same years of service and the same date of hire, the individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and teachers so affected will be notified in writing of

the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected teachers and Association representatives to be in attendance. The drawing shall establish the employee's seniority for the duration of employment. The drawing shall take place prior to December 1 each year.

2. a. The seniority list (including seniority date, years of seniority, type of certification, majors, minors, current assignments, and leave status) shall be published and posted conspicuously in all buildings of the district by January 15 of each school year. Revisions and updates of the seniority list shall be published and posted prior to the date assignments are made for the following school year, but no later than the last day of school. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- b. Individual employees are responsible to notify the Office of Human Resources of any changes or anticipated changes in certification, in endorsements and in majors and minors. Such notice must be given prior to March 15th to be used in making an assignment from the current seniority list. The teacher will provide appropriate documentation as soon as it is available.
3. A teacher transferred to a supervisory or executive position who later returns to teacher status, shall be given credit for service obtained before leaving the unit but shall not accrue seniority for time out of the bargaining unit. They shall be placed on the seniority list accordingly at the time of return to teaching duties.
4. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause or transfer to a non-bargaining unit position other than in 3 above; however, seniority is retained if severance of employment is due to layoff. In cases of layoff, teachers so affected retain all seniority accumulated as of the effective date of layoff.
5. Teachers shall not accrue seniority during unpaid leaves unless allowed for elsewhere in this Agreement or as provided by law.
6. Half ($\frac{1}{2}$) a year seniority credit shall be given if a teacher works at least one-fourth ($\frac{1}{4}$) of the total workdays. One (1) year seniority shall be given if the teacher works three-fourths ($\frac{3}{4}$) of the total workdays.
7. Seniority earned during any one school year may not exceed the equivalent of one full year.

B. PLACEMENT

1. Every effort will be made to employ, for regular positions, only teachers holding a Professional, Provisional, Permanent or Continuing Certificate and who have received their training from a college or university accredited by the NCATE. The Board will actively recruit additional minority teaching staff.

2. The employment of teachers with special certificates is to be permitted only in cases of absolute necessity, after conferring with the Association.
3. Teachers shall not be assigned, except for good cause, outside the scope of their teaching certification and qualifications as established by state and federal law.
4. A vacancy shall be defined as a current or new position within the bargaining unit which the employer is attempting to fill and which lasts or is expected to last more than ninety-five (95) work days. A vacancy shall not be caused by a paid leave of absence, an unpaid leave under the FMLA, or a military leave that is scheduled to end by the end of the school year in which it began.
5. All vacancies, whether full or partial, shall be posted. Vacancies for the upcoming school year shall be posted on the initial posting. Vacancies remaining and occurring after the initial posting shall be posted on the second posting only. Unless mutually agreed otherwise, no position shall be posted after the first student week (five (5) student contact days) of a given school year. Any position vacated before second semester shall be filled with a new hire, provided a suitable applicant is available. Vacancies filled after the first student week shall be considered vacant and posted prior to May 15.
 - a. Whenever a vacancy is to be posted within the district, the Board shall publicize the same by giving written notice of such vacancy and necessary qualifications to the Association and providing appropriate posting in every school building, office and faculty lounge. During the summer recess, adequate notice shall be given to the Association for publication.
 - b. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Board's authorized representative within the time limit specified in the notice. In filling such vacancy, the Board will give due weight to the background and service of those presently employed in the district.
 - c. A position that has not been present in the building or the bargaining unit which becomes a vacancy after the second posting shall be posted (e.g., another section of third grade is not a vacancy, adding a "health" teacher to an elementary building where there was not a health teacher would be a vacancy).
6. Assignment to a position cannot cause the reduction in whole or in part of another assigned teacher's position or cause the layoff of actively employed teachers outside of their seniority ranking.
7. Laid off teachers shall be recalled to a vacancy for which they are certified and qualified, in order of seniority.

8. No new staff shall be hired until all staff on leave or layoff have been offered an opportunity in writing to return to active employment (to a position for which they are certified and qualified).
9. Requested transfers to posted positions:
 - a. Requests by a teacher for transfer to a posted position shall be made in writing on the form provided, to the Office of Human Resources. If the teacher does not receive the position, s/he will remain in his/her original position. When a position is filled, all unsuccessful applicants shall promptly be notified in writing.
 - b. Requests by a teacher for transfer shall be made within five (5) working days of posting during the school year.
 - c. After the initial posting there will be one additional posting. Any employee who wishes to be considered for any other position, which may become available, must submit a completed preference sheet to the Human Resources Office. Preference sheets shall contain in rank order listings of specific positions and buildings for which the employee wants to be considered. As vacancies occur, teachers shall be contacted based on their preferences in order of seniority.
 - d. In determining requests for voluntary reassignments and/or transfers, the application of the individual teacher will be honored to the extent that it does not conflict with the instructional requirements of the position. The employer may schedule pre-assignment conferences. At the request of the teacher, an Association Representative shall be present at any pre-assignment conference. If more than one teacher has applied for the same position, the teacher with the most seniority meeting the qualifications shall be appointed.
 - e. If the posted position requires an interview, the best qualified teacher will be given the position. When a position is filled, all unsuccessful applicants shall promptly be notified in writing. These positions include:
 - A. Counselors (initial appointment to counselor and changing levels: elementary, junior high/middle school and high school)
 - B. Title I Teachers
 - C. Reading Recovery Teachers, Reading Recovery/Literacy Coaches (initial appointment)
 - D. Instructional Specialists/Curriculum Coordinators
 - E. Department Chairs
 - F. High School Teacher Consultant, Junior High/Middle School Teacher Consultant, Elementary Teacher Consultant
 - G. Fine Arts Teachers, anyone who wants a new assignment as the:
 1. Drama Teacher at the Junior High/Middle School
 2. Drama Teacher at the High School

- 3. Instrumental Music Teacher at the Junior High/Middle School
- 4. Instrumental Music Teacher at the High School
- 5. Vocal Music Teacher at the Junior High/Middle School
- 6. Vocal Music Teacher at the High School
- H. Highly Able Learner (gifted) Teacher

As new positions are created discussions between the board and association will be held to determine if they are interview positions.

- f. A request for transfer shall not be honored if the requesting teacher has had an unsatisfactory evaluation within the current school year, unless mutually agreed between the Board and Association.
- g. A goal of the Board shall be to have as few splits as possible. Any K-6 (K-5) multi-grade (split) classrooms will be assigned as follows:
 - 1. The lowest seniority teacher in the affected group will be assigned to the split.
 - 2. If the assigned teacher requests, a volunteer for exchange of positions will be sought from within the building.
 - 3. If there is none, and the assigned teacher requests, a volunteer for exchange of positions will be sought from within the district.
 - 4. If there is none, the assigned teacher remains in the split position.
 - 5. Should an exchange of positions take place, both persons will be returned to their original assignments or positions at the completion of the school year, providing they have the seniority to hold that position.

10. Voluntary Unassignment

Teachers wishing a change in assignment can unassign themselves. They will be placed on the unassigned list and assigned to the first vacancy, according to seniority, for which they are certified and qualified. Preference sheets will be used to determine placement.

- 11. If assignments are not made in accordance with this Article; the Association may challenge the assignment. If after discussion, the challenge has not been resolved, the matter may be transmitted by either party to arbitration, as provided in Article XIX, Section D Level Three, except that expedited arbitration shall be used unless otherwise agreed by the Board and Association. A written grievance containing the claimed violation and pertinent contract citations must be filed prior to a request for arbitration. In lieu of a grievance, the parties may mutually agree as to the matter submitted to arbitration.

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

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

A. All Grades

1. Certification, special certification and qualification as required by either law, and/or mandated by a funding source.
2. The term “successful teaching experience” shall include student teaching experience.

B. Elementary Grades K-2

1. Certification, special certification and qualification as required by either law, and/or mandated by a funding source.
2. Successful teaching experience at the K-3 level, and
3. Teachers hired after January 1, 1998, must have a ZA endorsement; or a concentration in early literacy or early childhood education; or be trained as a Reading Recovery Teacher.
4. If a K-8 certified teacher becomes unassigned and the only vacancy is at the K-2 level, involuntary transfers can be made to accomplish the least senior person being laid off.

C. Elementary Grades 3-6 (3-5)

1. Certification, special certification and qualification as required by either law, and/or mandated by a funding source.
2. Successful teaching experience at the K-8 level;

D. Non-High School Special Areas (Art, Music, Physical Education, Preschool, Reading Consultant, etc.)

1. Certification, special certification and qualification as required by either law, and/or mandated by a funding source.
2. Successful teaching experience at the K-8 level;
3. A major or minor or the equivalent hours in the specific discipline, or
4. Successful teaching in the past five (5) years in the specific discipline

E. Junior High/Middle School
Grades 6-8

1. Certification, special certification and qualification as required by either law, and/or mandated by a funding source
2. Successful teaching experience with a major or minor or the equivalent hours in the specific teaching area; or
3. Student teaching experience in the discipline or successful teaching experience during the past five (5) years in the discipline with sufficient hours to meet North Central qualifications effective 8/26/88.

F. High School Grades 9-12

1. Certification, special certification and qualification as required by either law, and/or mandated by a funding source.
2. Successful teaching experience with a major in the area of the assignment. Assignment in grades 9-12 to a minor area of study shall only be made to fill out a teaching assignment or avoid layoff; and
3. With Board approval certification and student teaching in the specific discipline or successful teaching experience in the specific discipline during the past five (5) years, with sufficient hours to meet North Central qualifications.

14. SCHEDULE POSITIONS

- a. Supplementary and extra assignments shall be performed by teachers who are members of the Carman-Ainsworth Education Association providing the applicant meets the qualifications posted for the position.
 - b. These positions will be posted when vacant.
 - c. Teachers shall not be unassigned from such positions unless they have had an opportunity to improve following evaluation. This paragraph shall not prohibit the employer from disciplining teachers when appropriate.
 - d. If a teacher who is a bargaining unit member has interest in filling a position currently held by a non-bargaining unit person, it is his/her responsibility to notify the Office of Human Resources, in writing, for future consideration. Said position shall be posted in a timely fashion prior to the start of the next season.
15. Assignments enumerated in Schedules B, C, D, E, and F shall not be obligatory but shall be with the consent of the teacher except as noted on Schedules C and D. Teachers with an obligatory schedule assignment wishing a change within their assignment for the following

school year must notify in writing their immediate supervisor by March 15th. Such requests shall be granted provided it does not cause a layoff or forced unassignment of another teacher.

16. When the school district is under a condition of staff reduction, staffing shall be as follows: Beginning with the first name on the seniority list, each individual shall be placed in an assignment in the following order of priority:
 - a. Current assignment.
 - b. Another department or grade in their current building for which they are certified and qualified.*
 - c. Current grade or department in another building for which they are certified and qualified.*
 - d. Another grade or department in another building for which they are certified and qualified.*
 - e. If no position is available in any grade or department for which the individual is certified and qualified, in any building, the individual will then be laid off.

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

C. LAYOFF

1. When a reduction in personnel is necessary, teachers will be laid off in reverse order of seniority according to certification and qualifications as per Section B 13, of this Article.
2. During leave of absence as set forth in Article VIII, or during layoff, a teacher shall receive no insurance benefits at Board expense, but may elect to continue insurance benefits by paying the premiums at the Board office by the 10th day of each month. This section is contingent upon approval by the respective insurance carrier and must be implemented according to administrative directive.
3. Any teacher, who would qualify to retire at the end or during the next year and would be laid off, shall be permitted to teach that year so as to acquire needed service. This provision may be invoked once by an individual.
4. The fact that a teacher is placed on layoff shall not result in loss of seniority for previous years of service, but seniority shall not accrue during said layoff. Upon return to the district s/he will receive full credit on the salary schedule for certified teaching service prior to and during the layoff.

5. Layoffs, when necessitated, shall be effectuated in the following manner:
- a. The Association shall be given an opportunity to provide input to the Board regarding possible cuts or reinstatement of programs and/or services prior to Board action or public notice. The Board shall develop and provide to the Association, following consultation with the Association, staffing needs for each building including grade levels, subjects, special instruction (art, music, etc.), special education, and the number and title of each position required for programs not based at a school (traveling staff).

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

1. Non-classroom positions will include the following: Reading Recovery, Title I, media specialists, school psychologists, social workers, teachers of the speech and language impaired, counselors, curriculum coordinators and instructional specialists.
2. When non-classroom positions are eliminated, personnel employed in these positions will move to classroom positions for which they are certified, qualified, and according to the rank they hold on the seniority list of the bargaining unit. Whenever reduction in staff is due to lack of revenue, money for Schedules B, C, D, and E will be reduced at a higher rate than the rate of reduction for all non-classroom and classroom positions.

ARTICLE X

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. Teachers' authority and effectiveness in the classroom are strengthened by administrative backing and support. 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. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, the principal will take reasonable steps to assist the teacher with respect to such a pupil. However, the principal will take immediate steps to refer the student to the appropriate agency upon written notification by the teacher.
- B. A teacher may use such reasonable physical force as is necessary to protect him/herself from attack, or to prevent injury to another student, or as mandated by law.
- C. A teacher may exclude a pupil from the classroom when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. That pupil may be excluded from that class or activity for that day. In such cases the teacher will furnish the principal, as promptly as his/her teaching obligation will allow, full particulars of the incident and follow all procedures as required by law.

- D. Suspension of students from school may be imposed only by a principal, or his/her designated representative. School authorities will endeavor to achieve correction of student behavior through counseling and interviews with the child and his/her parents, when warranted. Transfer of the student to another teacher or other measures may be tried prior to suspension. When a teacher has one or more pupils in class who constitute serious behavioral problems, appropriate action shall be taken by the building principal.
- E. When the administration has knowledge of a student with a recent pattern of threatening, violent and/or dangerous behavior, the administrator shall notify all affected staff members.
- F. Any case of assault upon a teacher shall be promptly reported to the building principal. Before the incident is put in writing, the teacher shall have the right to consult with the Association President. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. This does not include providing legal counsel for litigation.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher is not found to be liable or negligent by a court of competent jurisdiction.
- H. The Board will fairly reimburse a teacher assaulted while on duty for the school district for any losses, damage, or destruction of clothing or personal property of the teacher.

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

- I. The Board shall not recognize any complaint against any teacher by a parent or guardian unless the following procedures are followed:
 - 1. The complaining party shall first attempt to resolve the problem with the teacher involved, or as an alternative, will confer with the building principal. At the request of either or both the complainants and teacher involved, the principal shall attempt to arrange a conference between all parties concerned in order to resolve the problem. If, however, either s/he or the complainant or the teacher object to a conference of all parties, the principal shall discuss the matter with the parties involved separately. In any event, the teacher shall be notified of the problem as soon as possible.
 - 2. Should the problem be placed on the agenda of the Board of Education, the teacher involved shall be furnished a written statement containing the details of the complaint. This written statement shall be provided by the building principal(s) at least five (5) days in advance of the meeting with the Board to which meeting the parties are invited to attend. The Association shall be notified of this meeting and shall have the right to be represented.

3. No action under this Section shall be taken upon any complaint directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file, unless the matter is promptly reported in writing to the teacher concerned. If any question of professional ethics is involved, the Association shall be notified.
- J. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence, for any damage or loss to person or property.
- K. The Board shall provide appropriate in-service for all teachers in the importance and procedures of universal precautions for use with all students (Communicable Diseases/Medically Fragile Students).

ARTICLE XI

PROFESSIONAL BEHAVIOR

- A. Teachers shall comply with rules, regulations, and directions adopted by the Board, or its representatives, which are not inconsistent with the provisions of this Agreement. Issues arising between the Board and the Association including matters of wages, hours, terms and conditions of employment shall not be discussed with students (e.g., grievances, bargaining issues, and disciplinary investigations).
- B. Alleged breaches of professional behavior shall be promptly reported to the offending teacher. The Association will use its best efforts to assist the teacher in correcting the situation.
- C. Teachers should dress in a professional manner in order to present a positive role model for students.
- D. No teacher shall be disciplined (including reprimand, suspension with or without pay), demoted, or discharged without just cause. The dismissal of a probationary employee meets this just cause requirement as long as the employer has complied with all of the procedural requirements and is neither arbitrary nor capricious. All information forming the basis for disciplinary action will be made in writing to the teacher and the Association President within ten (10) days of such disciplinary action. All copies will be noted on the original. Discipline shall be done in person or by certified letter.
- E. The Board agrees to follow a policy of progressive discipline which includes verbal warning, written warning, reprimand, suspension with pay, suspension without pay, and discharge. Any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated such action.
- F. A teacher shall be entitled, upon request, to have a representative of the Association present at any disciplinary meeting or at any investigatory meeting which may lead to discipline. This includes evaluation conferences.

- G. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file(s) as provided by law (PA 397 of 1978).
- H. No lie detector test shall be required by the Board in any investigation of any teacher covered by this Agreement.
- I. Supervision by a teacher of a student teacher shall be voluntary. Payment received from colleges or universities for the training of student teachers shall be credited to the department at the secondary level or at the elementary level to the classroom in which the training took place. This amount may be used for the purchase of teaching aids, supplies, or activities that enhance instruction.

ARTICLE XII

TEACHER EVALUATION

- A. The Board and the Association agree that it is the responsibility of the Board to evaluate teachers. The parties further agree that the primary goal of evaluation is the improvement of instruction.
- B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work.
- C. The performance of tenure teachers shall be evaluated at least every three (3) years. The final written evaluation of tenure teachers will be submitted to the Human Resources Office at least ten (10) days before the end of the school year.
- D. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- E. A copy of the written evaluation shall be submitted to the teacher within ten (10) days of the final time the teacher is observed for evaluation purposes. If either the teacher or the evaluator wishes to review the evaluation report with the other, such review shall be expeditiously arranged and held.
- F. By November 1, each probationary teacher shall be provided with the Individualized Development Plan (IDP). The performance of probationary teachers shall be evaluated in writing at least two (2) times during the school year. Such evaluations shall be submitted to the Office of Human Resources. The process shall be completed no later than March 15th of each probationary year. A copy of each evaluation shall be furnished to the teacher. If the report contains any information not previously made known and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Office of Human Resources. If a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore, and his/her rights under the Tenure Law, in writing.

- G. If an evaluator finds a teacher needs improvement, the reasons shall be set forth in writing with an identification of the areas needing improvement. The teacher shall be given a list of suggestions and a timeline for improvement. In subsequent evaluations during the school year, all previous areas needing improvement shall be discussed with the teacher.
- H. In accordance with the law, a teacher's performance shall be considered satisfactory in the absence of an evaluation.
- I. Nothing in this Agreement shall prohibit any teacher from doing a self-evaluation. Such evaluations shall be placed in the teacher's personnel file only at the request of the teacher. Any discussion of self-evaluations shall be voluntary.
- J. The parties agree that they will assess the evaluation tool by May 1, 2005. If revisions are made, the changes will be subject to ratification by the Association and the Board.
- K. The evaluation process and forms will be found in the evaluation handbook and by this reference is incorporated herein.

ARTICLE XIII

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality consistent with the general welfare of the school district and the community.
- B. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed, both to safeguard the legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of a democratic society.

ARTICLE XIV

MENTOR TEACHERS

- A. The parties agree that mentoring is a valuable process providing professional development and educational growth for all parties involved.
- B. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code.
- C. Each teacher for the first three (3) years in the classroom shall be assigned a mentor teacher by the administration. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

- D. Mentor teachers shall be assigned according to these standards:
1. Mentoring shall be voluntary.
 2. The Administration shall provide the Association with a list of teachers in need of mentoring.
 3. Preference will be given to tenured bargaining unit teachers.
 4. The final decision shall be the responsibility of the building administrator.
- E. The mentor/mentee relationship is confidential in nature and shall not in any way become a part of the evaluation process for either party.
- F. Meetings between mentors and mentees regarding the mentee's professional development and educational growth shall count toward the fifteen (15) day professional development requirement provided that meetings are at least fifteen (15) minutes.
- G. Pathwise mentor teachers shall be released from regular teaching duties on at least four occasions for the purpose of observing the first year mentee. Mentee teachers may be released from regular teaching duties for the purpose of observing other classrooms. Release time will be granted at the discretion of the Assistant Superintendent of Instruction.
- H. Pathwise mentors shall meet with their first year mentee for a minimum of 30 hours throughout the year for the purposes of discussing the mentee's professional development and educational growth.
- I. The amount of time Pathwise mentors need to meet with mentees should decrease throughout the mentee's second and third year of teaching. The minimum number of observations and amount of meeting time for all three years is indicated in the chart below.

	Observations	Meeting hours outside of school day
Year 1	4 times	30 hours
Year 2	2 times	20 hours
Year 3	2 times	10 hours

ARTICLE XV

SPECIAL STUDENT PROGRAMS

- A. Students having special physical, mental, and emotional needs who are defined as disabled through an Individualized Educational Planning Team may require special education experience. It shall be the teacher's responsibility to discuss with the principal any student

assigned to his/her classroom who in the teacher's professional judgment is suspected of having a disability as defined by applicable State and Federal law.

The procedure for referring students for special education services shall be provided to teachers and a copy sent to the Association.

- B. Should there be a need, one position per year shall be available for entry and the gaining of service time necessary to complete the requirements for special education teacher consultant certification with the following stipulations:
 - 1. The Administration has the flexibility to change staffing assignments of special education teacher consultants so as to make available an assignment for which the entering basic classroom teacher can qualify.
 - 2. The effects of the assignment changes will be to remove the least senior special education teacher consultant from his/her position and put in position a more senior special education certified teacher.
 - 3. At the end of the training period any person displaced and having seniority to hold an special education teacher consultant position shall be returned to his/her original position leaving the trained special education teacher consultant unassigned with all assignment rights under Article IX of this Agreement.
- C. At such time that working conditions change due to inclusion, the Board and the Association agree to bargain the effects of these changes.

ARTICLE XVI

FACULTY ADVISORY COUNCILS

- A. In each building there shall be an elected Faculty Advisory Council (F.A.C.) which shall function as part of the site-based decision making team. The building staff shall establish this Council by September 15 of each year. The first meeting shall be held by September 30 and as often as necessary thereafter, but at least once per month.
- B. Membership in this Council shall consist of the following:
 - 1. The building principal who shall be one of the co-chairpersons.
 - 2. The Head Association Representative who shall be one of the co-chairpersons.
 - 3. One member to be elected from each department or grade level.
- C. The co-chairpersons will be responsible for, but not limited to, the following:

1. Developing agendas with input from the staff.
 2. Chairing meetings.
 3. Publishing minutes for all F.A.C. meetings.
 4. Conducting surveys involving F.A.C. matters excluding bargaining issues.
 5. Conducting elections and tabulating votes involving F.A.C. matters.
 6. Calling general staff meetings about F.A.C. concerns when necessary.
- D. The F.A.C. will be responsible for, but not limited to, the following:
1. Implementing Article V J 9.
 2. Attempting to resolve concerns brought to the Council at the building level.
 3. Transmitting unresolved curriculum concerns to the building Quality Education Committee representative.
 4. Planning, implementing and evaluating building level in-service.
 5. Making suggestions and recommendations concerning district-wide in-service.
 6. Recommending the method for allocating the teachers' conference fund.
 7. Reviewing and recommending changes in building handbooks.
 8. A vending machine, or machines, for beverages may be installed in the faculty lounge in each building by the F.A.C. Management and service of said machine shall be the responsibility of the F.A.C. The F.A.C. shall keep profits, assume any losses and decide how the money shall be spent.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT

- A. Both parties recognize the importance of professional development and encourage employees to seek opportunities to participate in professional development activities, both Board provided and otherwise.
- B. With no additional compensation all new employees are required to participate in three (3) days of professional development activities provided by the district prior to the beginning of their first school year. This professional development shall be at the direction of the employer and

shall be at no cost to the employee. These three (3) days shall count toward the fifteen (15) day state professional development requirement.

- C. All non-tenured teachers are required by law to participate in fifteen (15) days of professional development during the first three years of employment. State required district-wide professional development days cannot count toward the fifteen (15) days.
- D. The employer agrees to provide a fund for the express use of teachers for professional development which relates to their teaching assignments. The Assistant Superintendent of Instruction will recommend the total amount of the fund. The allocation for each building shall be based upon the number of teachers assigned to that building on a full-time or prorated basis. The allocation for each teacher shall be the same for purposes of establishing the fund. The building principal shall administer the fund.
- E. For building wide staff professional development, the building principal and the F.A.C. will jointly determine the professional development activities. The Assistant Superintendent of Instruction will recommend the total amount of the allocation for such activities.
- F. The Quality Education Committee shall collect building level staff development plans.
- G. The parties shall create a joint association and district steering committee to provide oversight, guidance and assistance in how professional development is provided and connected to the district's mission.

The committee shall consist of four representatives selected by the Education Association and four representatives selected by the board. The Education Association president and Superintendent, or their designee shall serve as ex-officio members of the committee. The Board and Education Association shall each select one person from their representatives to serve as committee co-chairs. The committee shall participate in joint training regarding results-based professional development.

Committee parameters:

The committee will assist in aligning the district's professional development plan with the district's mission, school improvement plans, NCA goals and strategic plan. The committee will use the Characteristics of Quality Professional Development and the National Staff Development Council's Standards for Staff Development, as outlined by the Michigan Department of Education, as guides.

ARTICLE XVIII

CONTINUITY OF OPERATIONS

- A. Both the Association and the Board of Education recognize that one of the primary objectives of the parties to this contract is to insure, protect, continue, and improve the high quality of education in the Carman-Ainsworth Community Schools. This requires good relations and cooperation between the Board, the Administration, the Association and the staff to attain efficient and uninterrupted operation of the facilities and functions of the school system. The grievance procedure hereafter established is to provide a peaceful and orderly method for the resolution of disputes.

- B. The parties hereby agree to process all disputes subject to the grievance procedure in the manner set forth herein, and agree that no demonstrations, or any action tending to disrupt the normal operation of the school system be initiated, participated in, or condoned by either party in connection with such grievance disputes.

- C. If a strike by another employee group in the district causes loss of days, the parties shall negotiate the dates to reschedule such days. Teachers shall not be entitled to additional compensation for rescheduled days when they were not required to report for work. However, teachers shall receive an additional day's pay for each rescheduled day on which they were originally required to report for work.

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

ARTICLE XIX

GRIEVANCE PROCEDURE

- A. Definitions
 - 1. The "grievant" is the person, persons, or the Association instituting the action.
 - 2. A "grievance" is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any existing rule, order, or regulation of the Board.
 - 3. The term "teacher" includes any individual or group who is covered by this contract.

4. A “party of interest” is the bargaining unit member, or members, who might be required to take action, or against whom action might be taken in order to resolve the problem.
5. The term “days” in this Article shall mean days when school is in session, as set forth in the Schedule G calendars excluding forgiven days (e.g., snow days), as well as from the end of the school year until teacher return, Monday through Friday, excluding observed holidays.

B. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceeding independently as described in Section E of these procedures.

C. Structure

1. Annually the Association will provide to the office of Human Resources a list of Association Representatives at the start of each school year, including Association Officers and agents, who may represent a member in the grievance procedure.
2. If any Association Representative or Officer is party to any grievance, s/he may disqualify him/herself and will be represented by another Association Representative, Officer, or Agent, to be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Superintendent or his/her designee shall be the administrative representative when the grievance arises in more than one (1) school building.
5. The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended or reduced by written mutual consent.

D. PROCEDURE

1. Step 1 - IBS RESOLUTION

A. The primary purpose of this procedure is to secure, at the lowest step possible, equitable solutions to the problems of the parties. Any teacher who believes s/he has a grievance shall meet with his/her immediate supervisor within twenty-five (25) days of the incident. The teacher **MUST** take an Association Representative to the meeting. If the grievance is not resolved at this meeting, the parties will determine the appropriate District and Association personnel for a step 1 B meeting. If a step 1 B meeting is required, a grievance concern notice will be completed.

B. The immediate supervisor shall convene a Step 1 B meeting within seven (7) days of receipt of the grievance concern notice from Step 1 A. The Step 1 B meeting will be conducted using interest based strategies (IBS). The Step 1 B committee will, within seven (7) days certify

completion of the Step 1 results including a summary of the story, interests, options considered for resolution, and areas of agreement.

2. Step 2 –SUPERINTENDENT OR DESIGNEE

- A. If the Step 1 B committee does not resolve the grievance concern, a formal grievance may be filed with the office of Human Resources at Step 2 within seven (7) days of the completion of Step 1 B. If a grievance is filed, the written grievance must contain the claimed violation and pertinent contract/policy citations. The grievant and/or the association must sign the grievance.
- B. A hearing shall be scheduled within seven (7) days, and occur within fifteen (15) days, in the attempt to resolve the matter. Both the Association and the employer shall have the right to request the presence of any necessary parties with knowledge of the aggrieved incident. The employer representative shall render a written disposition of the grievance within seven (7) days of the hearing.
- C. Grievances shall be numbered consecutively by school year and shall identify the name of the grievant, their school, and teaching assignment. (example: Leslie, Diane, Rankin, Kindergarten, 2004-05.01)

3. Step 3 - ARBITRATION

- a. If the disposition of the grievance from Step 2 is not satisfactory, the Association may, within twenty-five (25) days of when the Step 2 answer was due, submit the grievance to arbitration. The arbitrator shall be selected according to the rules of the American Arbitration Association unless the parties agree to mutually select an arbitrator.
- b. The arbitrator shall have power only to rule on matters clearly specified in this agreement. He/She shall have no power to add to, subtract from, or modify any language contained in this agreement.
- c. The decision of the arbitrator shall be final and binding upon all parties, provided that the decision was made in accordance with the provisions of this Agreement.
- d. Should the arbitrator decide that he/she has no power to decide the dispute above, he/she shall, as soon as practical, so notify the employer and the Association.
- e. The fees and expenses of the arbitrator shall be shared equally by both parties. Additional expenses incurred by either party shall be paid by the party incurring the expense.

- f. 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 summary of the story, interests, options considered for resolution, and areas of agreement shall not be used in any arbitration.
- g. Prior to requesting arbitration, the Association, in its sole discretion, may make a presentation to the Board of Education concerning the grievance. Such presentation may or may not include the grievant(s) addressing the Board. The presentation shall be scheduled in advance by written notice to the Board recording secretary. Normally such presentation shall not exceed fifteen (15) minutes. The Board shall hear the presentation but shall not render a disposition.

E. Rights of Representation

A party of interest may be present at all meetings and hearings at any step of the grievance procedure when requested by the Association. 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 grievance meetings beginning with Step 1. The employer must notify the Association of these meetings.

F. Miscellaneous

1. If, in the judgment of the Association, the grievance affects a group of teachers, the Association may process the grievance at the appropriate step.
2. No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
3. All documents, communications, and records dealing with the grievance shall be filed separately from the personnel files of the participants.
4. Access shall be made available to all parties, places, and records, for all information necessary to the determination and processing of the grievance.
5. Grievances arising from the filling of positions outside of Schedule A shall not be processed beyond Step 2 of the grievance procedure. The decision of the Superintendent shall be final and binding on both parties.
6. Any grievance not appealed from a decision at any step of this procedure within the timelines shall be considered settled. No further appeal shall be made unless by mutual agreement where extenuating circumstances merit such consideration. A grievance may be withdrawn at any step.
7. The parties will jointly train all Association Representatives and Administrators in Interest Based Strategies (IBS) processes.

ARTICLE XX

PROFESSIONAL COMPENSATION

- A. The salaries of teachers, covered by this Agreement, are set forth in Schedule A which is part of this Agreement. Teachers hired after ratification of the 2004-2007 Collective Bargaining Agreement shall be paid on the 26/27 pay option.
- B. Salaries for extra duties in addition to normal teaching load are spelled out in Schedule B, C, D, E, and F which are a part of this Agreement. During the 2004-2005 school year the parties agree to conduct a review of extra duty schedules for internal and external equity.
- C. 1. Where applicable the Board shall provide to the teacher and his/her family, insurance protection from the Carman-Ainsworth modified MESSA PAK Super Care I Revised with \$100 deductible, XVA 2, \$5 RX, Preventative Care Rider PCR, and Hearing Aid Rider HCR, rider for a full twelve-month period or the MESSA PAK Choices 2 for a full twelve month period. Medicare premiums will be paid on behalf of the employee, spouse and/or eligible dependent. Internal and external coordination of benefits shall be included except for health insurance. Employees may elect health insurance provided by the Board, but may not be covered by two health plans.

The employer shall pay the 2004-2005 PAK A premium of \$12,600, which shall equal the maximum allowance. For the 2004-2005 school year out of pocket premium contribution shall not exceed \$500.00 for any employee electing MESSA Choices 2. In the event that the out of pocket contribution for employees electing MESSA Choices 2 is less than \$500.00, those employees selecting Super care I, shall have their employee contribution reduced by like amount. In each year following the employer shall be responsible for no more than an eight (8) percent increase in the previous year's maximum allowance. In 2005-2006 the maximum allowance will be \$13,608. The 2006-2007 maximum allowance will be \$14,697. For the 2004-2005 school year the employees electing Super Care 1 the employee contribution shall be the difference between the maximum allowance and the actual premium cost. For the 2005-2006 and 2006-2007 school years the employee contribution shall be the difference between the maximum allowance and the actual premium cost of the plan selected.

- 2. The MESSA PAK shall include in Plan A:
 - a. MESSA Super Care I Revised or MESSA Choices 2 at the election of the teacher.
 - b. LTD at 66 $\frac{2}{3}$ %, modified 180 work day fill, \$5,000 maximum per month, two year alcohol/drug, mental/nervous same as any other illness, and offset freeze.

- c. Delta Dental Plan 80/80/80 with orthodontic rider at \$1,500 maximum or Delta Dental Plan 50/50/50 with orthodontic rider at \$1,000 maximum as determined by the level of coordination of benefits required
- d. Adult orthodontics
- e. MESSA negotiated life insurance of \$35,000 with accidental death and disability and waiver of premium riders
- f. VSP II unless internal coordination of benefits applies.

Plan B shall include:

- a. LTD at 66 $\frac{2}{3}$ % modified 180 work day fill, \$5,000 maximum per month, two year alcohol/drug, mental/nervous same as any other illness, and offset freeze
 - b. Delta Dental Plan 80/80/80 with orthodontic rider at \$1,500 maximum or Delta Dental Plan 50/50/50 with orthodontic rider at \$1,500 on benefits required
 - c. Adult orthodontics
 - d. MESSA negotiated life insurance of \$50,000 with accidental death and disability and waiver of premium riders
 - e. VSP III
 - f. Dependent life insurance at \$2,000 for spouse and \$1,000 for each dependent
 - g. If a minimum of forty-four (44) PAK A eligible employees select PAK B, all PAK B employees shall receive a monthly payment of \$200 for the benefit year. Beginning with the 2004-2005 benefit year the monthly payment shall be \$275 when the breakeven point is reached. In the event the breakeven point is not reached, the monthly payment will remain at \$200. The breakeven point is six (6) new PAK B enrollees above the PAK B enrollment for the 2003-2004 school year. Once the break even point is reached, all net savings will be distributed in an equal lump sum payment to all Pak A eligible teachers. Part-time Teachers hired after ratification of the Collective Bargaining Agreement, who do not qualify for Pak A, are not eligible for cash in lieu of benefits.
3. The coverage provided in this Article, Section C, shall be effective for the full calendar year beginning with the enrollment period in September. The Board will notify the teacher of the enrollment periods.

4. The family of a teacher who dies while in the employment of the Carman-Ainsworth Community Schools and who has health insurance will receive health insurance benefits for six (6) months at no cost to the family.
5. Any teacher who would otherwise have been laid off and who is involuntarily assigned to less than a full schedule shall receive full fringe benefits covered in this contract.
6. When a teacher's spouse's insurance protection becomes unavailable, the Board will provide coverage for said teacher as soon as the carrier allows.
7. A teacher who has been initially hired for a part time position or who voluntarily requests reduction from a full time position to a part time position shall receive fringe benefits according to the following schedule:

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

- D. If a teacher agrees to substitute, she/he will be compensated at the substitute rate as set forth in Schedule E, or a teacher may choose to earn and receive a personal day subject to the limitations of Article VI B, after completion of seven class periods of substitution. Time earned in the above manner, which cannot be taken prior to the Friday before the last week of school will be compensated at the above rate.
- E. Teachers hired after January 1, 2001 shall be allowed four (4) years of teaching credit for their first four years of outside professional service in approved public or private K-12 institutions. At the employer's sole discretion, for hard to fill specialty positions, on a case-by-case basis, additional credit may be given for prior service beyond four (4) years. The limitations for longevity purposes described in "Supplement to Schedule A" shall apply. No recovery provision is provided for in this Agreement.
- F. Any teacher who dies while in the employ of the Carman-Ainsworth Community Schools will leave an estate entitlement in the amount of his/her earned and unpaid salary plus payment of 100% of his/her accrued sick leave at his/her existing daily rate.
- G. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board, or participating in any grievance negotiations, including arbitration, and staffing shall be released from regular duties without loss of salary, at no cost to the Association, providing permission has been granted from the Superintendent or his/her representative.
- H. Subject area coordinators, Instructional Specialists, Department Chairs, and Media Specialists may request from the Superintendent additional weeks with compensation if the situation warrants extra work. Compensation will be at the regular contractual rate.

- I. Vocational Coordinators will work at the request of the administration five (5) days per ten (10) students of co-op assignment in addition to the regular teacher work days of the calendar. These days are not to exceed fifteen (15) working days. Two thirds of the time will be worked prior to the starting date of school, and one third will be worked between the ending date of school and June 30. Compensation will be at their regular contracted rate.
- J. Whenever salary is to be deducted from any teacher because of absence from work that is not covered under any leave policy stated in this Agreement, the salary shall be deducted according to the following formula: the teacher's contractual salary shall be divided by the number of contractual days. Whenever a fraction of a work day is missed, salary deductions shall be determined by figuring the portion of the work day missed.
- K. For those teachers leaving the district, a payment of fifty dollars (\$50) times the number of accumulated sick days to a maximum of one hundred eighty (180) days will be made to the teacher at the time of termination. Teachers leaving the district with at least ten (10) years of service to the district shall receive a terminal leave payment equal to one percent (1%) of the current base (BA, Step 1) times each year of service to the district beyond five (5) years. This payment for years of service shall not exceed two thousand dollars (\$2,000).
- L. Compensation at the negotiated rate may be granted at the discretion of the Assistant Superintendent of Instruction for curriculum work occurring outside the normal work hours.
- M. Teachers using their automobiles for school approved activities or functions will be reimbursed at the Internal Revenue Service (IRS) rate but not less than twenty-five (25) cents per mile. The request for payment forms will be available from the building principal or the administration building.
- N. A stipend of five hundred dollars (\$500) will be paid in addition to mileage to each teacher whose daily work assignment requires travel between two or more buildings. Employees who have to travel between two or more buildings but not on a daily basis, shall have this stipend prorated based on the number of days they are scheduled to travel per week (e.g., normally scheduled to travel two (2) days per week shall receive \$200 rather than \$500). The eligible teachers will be identified in staffing.
- O. An annual payment of fifty dollars (\$50) times the number of unused sick days in excess of one hundred eighty (180) will be paid to each teacher at the end of each school year.
- P. An employee who provides notice on or before February 15 of intent to retire at the end of the school year shall receive a one thousand dollar (\$1,000.00) stipend upon retirement.
- Q. Trained Pathwise Mentors shall be paid a stipend when they serve as a mentor in addition to their regular teaching assignment. When serving as a mentor to a first year teacher, the mentor shall be paid eight hundred dollars (\$800). When serving as a mentor to a second year teacher, the mentor shall be paid five hundred dollars (\$500). When serving as a mentor to a third year teacher, the mentor shall be paid three hundred dollars (\$300).

- R. A five hundred dollar (\$500) annual stipend will be paid to teachers who achieve certification from the National Board for Professional Teaching Standards (NBPTS). To be considered for this stipend in any other area not certified by the N.B.P.T.S., an employee shall submit information regarding certification standards to the Assistant Superintendent of Instruction. Mutual agreement between the employer and the Association must be reached before the stipend for certification from a National Board other than the NBPTS is paid.

ARTICLE XXI

SCHOOL CALENDAR

The school calendar(s) shall be as set forth in Schedule G. There shall be no change in the school calendar(s) except by written mutual agreement between the Board and the Association. If an emergency or change in law requires additional days to meet total State requirements, the calendar(s) shall be adjusted, as outlined in Article XVIII D.

ARTICLE XXII

NEGOTIATING PROCEDURES

- A. At least sixty (60) days prior to the end of this Agreement, negotiations will be undertaken for the purpose of negotiating a successor Agreement.
- B. During the course of negotiations when agreements are reached on separate Articles of the proposed contract, the agreed upon Articles shall be written, and signed or initialed by representatives of each team. Each team shall receive and maintain a copy of the agreed upon Article.
- C. Special conferences on important matters concerning the administration of the contract shall be arranged between the Association President and a designated representative of the employer upon the request of either party. Such meetings shall be between not fewer than two (2) representatives of each party. Arrangements for such special conferences shall be made in advance by mutual agreement.
- D. The parties are encouraged to meet once a month during the school year, excluding December. These meetings shall be used for communications and solving mutual problems. The Negotiations Chair and the Office of Human Resources shall develop a written agenda.
- E. The terms and conditions set forth in this Agreement represent the full and complete understandings and commitments between the parties. This Agreement may be added to, deleted from or modified only through the voluntary mutual consent of the parties in a written Letter of Agreement.

- F. All Letters of Agreement between the Association and Board Representatives shall be in writing, signed by two (2) representatives of each party, and shall become part of and subject to the provisions of this Agreement. If a Letter of Agreement is not incorporated into the successor agreement, it will terminate with the expiration of the current Master Agreement.
- G. If any provision of this Agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law; but all other provisions of this Agreement will continue in full force and effect. The parties will meet not later than ten (10) days after such holding for the purpose of renegotiating the provision(s) affected.
- H. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. All individual teachers' contracts shall be expressly subject to and consistent with the terms of this Agreement. Any individual contracts executed between the Board and the individual teacher shall be in the form provided in the Appendices.
- I. The employer shall provide copies of this agreement to all teachers.
- J. The policies of the Board, as they relate to rates of pay, wages, hours of employment, or other conditions of employment, shall, as of the date of this contract, be considered a part of this contract and they shall not be added to, subtracted from, or changed in any way without the mutual agreement of both parties.

ARTICLE XXIII

JOB SHARING

- A. A maximum of ten (10) full time positions for the purpose of job sharing may be made available:
 - 1. at the discretion of the Board,
 - 2. upon recommendation of the Office of Human Resources,
 - 3. with the approval of the building principals in whose buildings shared positions will be located, and
 - 4. within the allocated staff positions for the current school year.
- B. For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals with each assignment being at least half time. In order for a shared position to be approved, the two (2) individuals must complete an application for such on a form mutually agreed upon by the Board and the Association, or agree to such a position subject to the conditions of this Article if contacted by the Office of Human Resources.


- C. The Board will approve shared positions to a maximum of ten (10) for the current school year dependent upon the following:
1. While job sharing, teachers shall not file for or be eligible for unemployment benefits. Failure to comply with this provision will result in assigning the teacher as a substitute to provide for full employment.
 2. When a shared position is terminated, each partner will return to the same status s/he had prior to the shared position. Return to full employment from a leave or from shared time assignment will be only in accordance with Article VIII or Article IX as appropriate.
 3. The ability of the district to create a shared position without rescheduling large numbers of students. In lower elementary positions or in self-contained classrooms, shared time positions will be approved only if the students whose parents object to the arrangement can be accommodated without substantial disruption of classes.
 4. Teacher partners having joint responsibility for the same students will attempt to reciprocate substituting up to a maximum of three (3) days. In no event shall either partner be obligated to the other for more than three (3) days. Any substitute not reciprocated will be paid, after the donation of one (1) hour, as provided for in the current Master Agreement.
 5. The teacher partners having attained tenure in the Carman-Ainsworth Community Schools.
 6. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation.
 7. The Board and the Association shall work closely together on the implementation and evaluation of the shared time program.
 8. No teacher in the district shall be involuntarily transferred in order to create shared time positions.
 9. Job sharing assignments shall terminate at the end of each school year.
- D. Shared time positions will be compensated as follows:
1. Teaching salary will be prorated to reflect the fraction of the position shared. The experience and educational step for the teacher will be the same as s/he would be entitled to if employed on a full time basis. This step will determine the base salary from which the salary fraction will be computed.
 2. Seniority will accrue to a person in a shared time position on the following basis:


- a. If both teachers are on staff and have enough seniority to hold positions, and their sharing prevents the layoff of another person or brings back a person from layoff, both will be credited with full seniority for the year.
 - b. Under conditions other than D 2 a of this Article seniority will be prorated.
3. Sick and personal leave will be prorated according to the fraction of the position for which the person is employed.
 4. Fringe benefits will be prorated on an individual basis. Prorating shall be based on a fraction of a six (6) hour day. The cost for fringe benefit package shall not exceed the prorated cost of full family benefits for a full time employee.
- E. Prior to the end of the school year, an evaluation of the job sharing will be conducted.


ARTICLE XXIV
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004, and shall continue in effect through the 30th day of June 2007. It may be reopened upon mutual consent of the parties.


Carman-Ainsworth Board of Education


Robert Gerholz, President

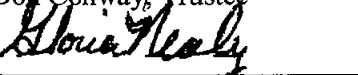

Barry Saunders, Secretary


Peggy Anderson, Treasurer


Don Conway, Trustee

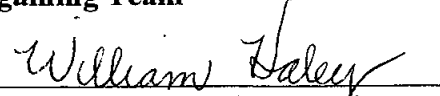

Sondra Jackson, Trustee

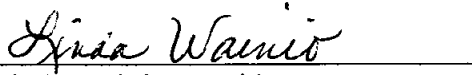

Richard Lee, Trustee


Gloria Nealy, Trustee

Interest Based Bargaining Team

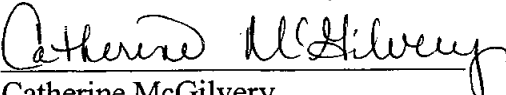

Pamela Linn, Negotiations Chair



William Haley, Chief Negotiator

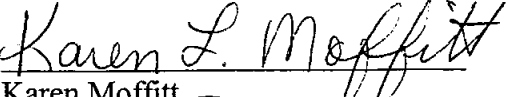

Linda Wainio, President



Deborah Overweg



Frank Burger, Vice President



Catherine McGilvery

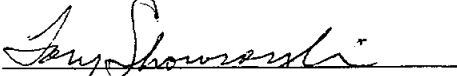

Diane Leslie

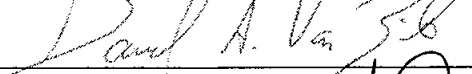

Karen Moffitt



Tracy McLean

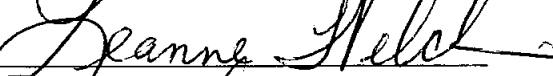

Paul Robinson



Matthew Olson

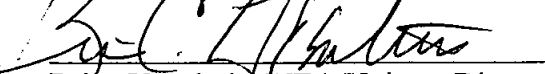

Tony Skowronski


David VanZile


David Swierpel


Leanne Welch


Mark Wingblad


Brian Veenhuis, MEA Uniserv Director

Date Signed: 12-16-2004

Date Signed: 12-16-2004

SCHEDULE A 2004-2005

Base = \$34,910

Vertical Index = 5.15%

Horizontal Index = 5.15%

Step	BA	BA+15	BA+30/MA	MA+15	MA+30
1	\$34,910	\$36,708	\$38,598	\$40,586	\$42,676
	\$35,809	\$37,653	\$39,592	\$41,631	\$43,775
2	\$36,708	\$38,598	\$40,586	\$42,676	\$44,874
	\$37,653	\$39,592	\$41,631	\$43,775	\$46,030
3	\$38,598	\$40,586	\$42,676	\$44,874	\$47,185
	\$39,592	\$41,631	\$43,775	\$46,030	\$48,400
4	\$40,586	\$42,676	\$44,874	\$47,185	\$49,615
	\$41,631	\$43,775	\$46,030	\$48,400	\$50,893
5	\$42,676	\$44,874	\$47,185	\$49,615	\$52,170
	\$43,775	\$46,030	\$48,400	\$50,893	\$53,514
6	\$44,874	\$47,185	\$49,615	\$52,170	\$54,857
	\$46,030	\$48,400	\$50,893	\$53,514	\$56,270
7	\$47,185	\$49,615	\$52,170	\$54,857	\$57,682
	\$48,400	\$50,893	\$53,514	\$56,270	\$59,168
8	\$49,615	\$52,170	\$54,857	\$57,682	\$60,653
	\$50,893	\$53,514	\$56,270	\$59,168	\$62,215
9	\$52,170	\$54,857	\$57,682	\$60,653	\$63,777
	\$53,514	\$56,270	\$59,168	\$62,215	\$65,419
10	\$54,857	\$57,682	\$60,653	\$63,777	\$67,061
	\$56,270	\$59,168	\$62,215	\$65,419	\$68,788
11	\$57,682	\$60,653	\$63,777	\$67,061	\$70,515

SCHEDULE A 2005-2006

Base = \$35,434

Vertical Index = 5.15%

Horizontal Index = 5.15%

Step	BA	BA+15	BA+30/MA	MA+15	MA+30
1	\$35,434	\$37,259	\$39,178	\$41,195	\$43,317
	\$36,346	\$38,218	\$40,187	\$42,256	\$44,432
2	\$37,259	\$39,178	\$41,195	\$43,317	\$45,548
	\$38,218	\$40,187	\$42,256	\$44,432	\$46,721
3	\$39,178	\$41,195	\$43,317	\$45,548	\$47,893
	\$40,187	\$42,256	\$44,432	\$46,721	\$49,127
4	\$41,195	\$43,317	\$45,548	\$47,893	\$50,360
	\$42,256	\$44,432	\$46,721	\$49,127	\$51,657
5	\$43,317	\$45,548	\$47,893	\$50,360	\$52,953
	\$44,432	\$46,721	\$49,127	\$51,657	\$54,317
6	\$45,548	\$47,893	\$50,360	\$52,953	\$55,681
	\$46,721	\$49,127	\$51,657	\$54,317	\$57,114
7	\$47,893	\$50,360	\$52,953	\$55,681	\$58,548
	\$49,127	\$51,657	\$54,317	\$57,114	\$60,056
8	\$50,360	\$52,953	\$55,681	\$58,548	\$61,563
	\$51,657	\$54,317	\$57,114	\$60,056	\$63,149
9	\$52,953	\$55,681	\$58,548	\$61,563	\$64,734
	\$54,317	\$57,114	\$60,056	\$63,149	\$66,401
10	\$55,681	\$58,548	\$61,563	\$64,734	\$68,068
	\$57,114	\$60,056	\$63,149	\$66,401	\$69,820
11	\$58,548	\$61,563	\$64,734	\$68,068	\$71,573

Teacher Salary Schedule 2006-2007

Step	BA	BA+15	BA+30/MA	MA+15	MA+30
1	\$36,157	\$38,018	\$39,977	\$42,035	\$44,200
	\$37,086	\$38,997	\$41,006	\$43,117	\$45,337
2	\$38,018	\$39,977	\$42,035	\$44,200	\$46,477
	\$38,997	\$41,006	\$43,117	\$45,337	\$47,674
3	\$39,977	\$42,035	\$44,200	\$46,477	\$48,869
	\$41,006	\$43,117	\$45,337	\$47,674	\$50,128
4	\$42,035	\$44,200	\$46,477	\$48,869	\$51,386
	\$43,117	\$45,337	\$47,674	\$50,128	\$52,710
5	\$44,200	\$46,477	\$48,869	\$51,386	\$54,033
	\$45,337	\$47,674	\$50,128	\$52,710	\$55,424
6	\$46,477	\$48,869	\$51,386	\$54,033	\$56,816
	\$47,674	\$50,128	\$52,710	\$55,424	\$58,278
7	\$48,869	\$51,386	\$54,033	\$56,816	\$59,742
	\$50,128	\$52,710	\$55,424	\$58,278	\$61,280
8	\$51,386	\$54,033	\$56,816	\$59,742	\$62,818
	\$52,710	\$55,424	\$58,278	\$61,280	\$64,436
9	\$54,033	\$56,816	\$59,742	\$62,818	\$66,053
	\$55,424	\$58,278	\$61,280	\$64,436	\$67,755
10	\$56,816	\$59,742	\$62,818	\$66,053	\$69,455
	\$58,278	\$61,280	\$64,436	\$67,755	\$71,244
11	\$59,742	\$62,818	\$66,053	\$69,455	\$73,032

SCHEDULE A 2006-2007

Base = \$35,965

Vertical Index = 5.15%

Horizontal Index = 5.15%

Step	BA	BA+15	BA+30/MA	MA+15	MA+30
1	\$35,965	\$37,817	\$39,765	\$41,813	\$43,966
	\$36,891	\$38,791	\$40,789	\$42,889	\$45,098
2	\$37,817	\$39,765	\$41,813	\$43,966	\$46,230
	\$38,791	\$40,789	\$42,889	\$45,098	\$47,421
3	\$39,765	\$41,813	\$43,966	\$46,230	\$48,611
	\$40,789	\$42,889	\$45,098	\$47,421	\$49,863
4	\$41,813	\$43,966	\$46,230	\$48,611	\$51,115
	\$42,889	\$45,098	\$47,421	\$49,863	\$52,431
5	\$43,966	\$46,230	\$48,611	\$51,115	\$53,747
	\$45,098	\$47,421	\$49,863	\$52,431	\$55,131
6	\$46,230	\$48,611	\$51,115	\$53,747	\$56,515
	\$47,421	\$49,863	\$52,431	\$55,131	\$57,970
7	\$48,611	\$51,115	\$53,747	\$56,515	\$59,425
	\$49,863	\$52,431	\$55,131	\$57,970	\$60,956
8	\$51,115	\$53,747	\$56,515	\$59,425	\$62,486
	\$52,431	\$55,131	\$57,970	\$60,956	\$64,095
9	\$53,747	\$56,515	\$59,425	\$62,486	\$65,704
	\$55,131	\$57,970	\$60,956	\$64,095	\$67,396
10	\$56,515	\$59,425	\$62,486	\$65,704	\$69,088
	\$57,970	\$60,956	\$64,095	\$67,396	\$70,867
11	\$59,425	\$62,486	\$65,704	\$69,088	\$72,646

SUPPLEMENT TO 2004-2007 SALARY SCHEDULES

- A. Schedule A for the 2004-2005 school year shall be computed on a beginning bachelor's degree salary of \$34,910. All other salaries shall be determined by applying a 5.15% vertical index and a 5.15% horizontal index.

Schedule A for the 2005-2006 school year shall be computed on a beginning bachelor's degree salary of \$35,434. All other salaries shall be determined by applying a 5.15% vertical index and a 5.15% horizontal index.

Schedule A for the 2006-2007 school year shall be computed on a beginning bachelor's degree salary of \$35,965. All other salaries shall be determined by applying a 5.15% vertical index and a 5.15% horizontal index.

Nurses will be compensated according to Schedule A.

- B. Teachers who have been on step 11 for more than one (1) year will receive an annual stipend of \$500.00.
- C. Teachers are limited to the seventh (7th) step on the salary schedule in the Bachelor's Degree category. It is necessary, therefore, to obtain fifteen (15) graduate hours within six (6) years or plateau on the seventh (7th) step. A new teacher with graduate hours beyond the Master's Degree will not receive credit for those hours until s/he has completed two (2) years of experience either in Carman-Ainsworth Community Schools or in another district unless required for the position.
- D. Teachers accumulating enough credit hours for movement to a higher step on the salary schedule shall receive an adjustment at the start of the following semester after showing proof of credits earned. Either graduate or undergraduate credits will be accepted at the BA plus 15 and BA plus 30 level. Only credits earned after the baccalaureate degree will be accepted for advance placement on the salary schedule. Credit beyond the BA + 30 or Master's level must be graduate level courses. Courses to be credited toward salary advancement must be directly related to the teacher's current assignment or must aid in qualifying the teacher for another assignment that currently exists in the district that requires teacher certification or State Department of Education approval; or be part of a graduate degree program that directly relates to the teacher's current assignment or aids in qualifying for another assignment that currently exists in the District and requires teacher certification or State Department of Education approval; or be approved by the Office of Human Resources.
- E. Movement on vertical steps on the salary schedule shall occur only at the beginning of each school year. Movement beyond Step seven (7) of the BA column shall be at the rate of one (1) vertical step annually after the completion of the fifteen (15) hours.

F. A teacher shall receive an annual longevity payment of:

beginning with the 10th year \$1,290
beginning with the 21st year \$1,790
beginning with the 27th year \$2,390

Full credit for years of experience in Carman-Ainsworth shall be counted, plus four (4) years of teaching experience elsewhere.

G. A stipend for parent/teacher conferences, report card pickup and records days shall be paid as follows:

Elementary Teacher	\$632
Junior High/Middle School Teacher	\$350
High School Teacher	\$200

H. For the 2005-2006 and 2006-2007 years enhancements to the employee compensation will remain subject to the following conditions. For each of those years a pool of money will be created from the following:

- For enrollments (as determined by the fall student count) above 5,440 in 2005-2006, and 5,490 in 2006-2007, the pool will receive one-half of the foundation allowance times the number of students over the threshold, times .75.
- For foundation allowance increases in excess of \$100 per pupil, the pool will receive one-half of the increase.

I. Proceeds from the above described pool for 2005-2006 and 2006-2007 will be utilized to fund the following:

- One half (1/2) of pool will be applied as a percent on the salary schedule, not to exceed one (1) percent for each year.
- One quarter (1/4) of the pool will be utilized to offset out of pocket health care costs for all teachers.
- The final quarter (1/4) of the pool will be held to offset any possible pro-rations in the foundation allowance. If no pro-ration occurs those monies will be paid as an equal lump sum payment to all teachers.

J. If the retirement rate assessed by the State increases by more than 1.5% in either the 2005-2006 or 2006-2007 school years, the Association share of the pool will pay ½ of the retirement increase above 1.5%.

SUPPLEMENTAL AND EXTRA DUTY PAY SCHEDULES

- A. Posting of position will be as outlined in Article IX.
- B. The compensation for Schedules B, C, and D will be computed as a percentage of the current step of the BA salary column equal to the years of experience in the activity up to a maximum of five years.
- C. Compensation for any position not covered by the Master Agreement will be agreed to mutually by the Association and the Board as programs and/or positions are developed.

SCHEDULE B

ATHLETICS

<u>Boys Coaches</u>	<u>Percent of Base Salary</u>
Head Varsity Football	14
J.V. Football	9
Varsity Assistants	9
J.V. Assistant	7
Freshman Football	7
Assistant Freshman	6
Football-Heavyweight	6
Football-Heavyweight Asst.	5
Football-Lightweight	6
Football-Lightweight Asst.	5
Head Varsity Basketball	14
J.V. Basketball	9
Freshman Basketball	7
Basketball-8 th Grade	6
Basketball-7 th Grade	6
Head Varsity Swimming	12
Assistant Swimming	7
Head Varsity Wrestling	12
Assistant Wrestling	7
Wrestling 7 th /8 th	6
Wrestling 7 th /8 th Asst.	5

Head Varsity Baseball	11
J.V. Baseball	7
Freshman Baseball	6
Baseball 8 th	6
Baseball 7 th	6
Hockey-Varsity	14
Hockey Assistant	9
Head Varsity Track	11
Assistant Track	6
Track 7 th /8 th	6
Track 7 th /8 th Assistant	5
Head Varsity Golf	7
J.V. Golf	4
Varsity Cross Country	9
Head Varsity Tennis	7
J.V. Tennis	4
Head Varsity Soccer	11
Assistant Varsity Soccer	9
J.V. Soccer	7

Girls Coaches

Percent of Base Salary

Head Varsity Basketball	14
J.V. Basketball	9
Freshman Basketball	7
8 th Grade Basketball	6
7 th Grade Basketball	6
Head Varsity Softball	11
J.V. Softball	7
8 th Grade Softball	6
7 th Grade Softball	6
Head Varsity Track	11
Assistant Track	6
7 th /8 th Grade Track	6
7 th /8 th Grade Track Asst.	5
Head Varsity Golf	7

J.V. Golf	4
Head Varsity Swimming	12
Assistant Swimming	7
Head Varsity Tennis	7
J.V. Tennis	4
Head Varsity Volleyball	12
J.V. Volleyball	7
Freshman Volleyball	6
8 th Grade Volleyball	6
7 th Grade Volleyball	6
Varsity Cross Country	9
Head Varsity Soccer	11
J.V. Soccer	7
Freshman Soccer	6
COED	
High School Ski Head	11
High School Ski Assistant	6
7 th /8 th Grade Swimming	6
7 th /8 th Grade Swimming Asst.	5
Junior High/Middle School Cross Country	6
INTRAMURAL	
Coach/Coord. Boys Soccer 7-9 th	5
Coach/Coord. Girls Soccer 7-9 th	5
Coach/Coord. Boys Tennis 7-9 th	5
Coach/Coord. Girls Tennis 7-9 th	5
Athletic Trainer	
Fall	8
Winter	6
Spring	5
Equipment Manager	
Fall	5
Athletic Coordinator	20

Athletic Coordinator Junior High/Middle School	15
Cheerleaders	
Head Varsity Cheer	7 for two seasons
Junior Varsity Cheer	4 for two seasons
Freshman Cheer	4 for two seasons
Junior High/ Middle School Cheer	4 for two seasons
Assistant Junior High Cheer	4 for two seasons
Pom Pon	
High School	5 for two seasons
Junior High/ Middle School	4 for two seasons

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

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

SCHEDULE C

FINE ARTS DEPARTMENT

<u>Position</u>	<u>Percent of Base Salary</u>
HIGH SCHOOL	
Musical Production Director (one per year)	5% per production
Musical Production Assistant Directors (three directors per year)	2.5% per production per person
Drama Production Director (two productions per yr.)	5% per production
JUNIOR HIGH/ MIDDLE SCHOOL	
Musical Production Director	5% per production
Assistant Musical Production Directors	2.5% per production per person
Drama Production Director	5% per production
<u>High School Instrumental</u>	11
Assistant High School Instrumental	7
<u>High School Vocal</u>	9
<u>*Junior High/Middle School Instrumental</u>	6
<u>*Junior High/Middle School Vocal</u>	5

Elementary Instrumental	5
Elementary Vocal	5
Elementary Art Show	1% per building

Underlined positions indicate obligatory assignments as outlined in Article IX B 15.

*Minimum number -- 3 extra curricular events. One stipend will be paid per three performing groups.

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

SCHEDULE D

ADVISORS AND SPONSORS

<u>Class Sponsors</u>	<u>Percent of Base Salary</u>
Senior Class (2)	4% each
Junior Class (2)	5% each
Sophomore Class (2)	3% each
Freshman Class (2)	3% each
Senior High Student Council (2)	4.5% each
Junior High/Middle School Student Council	3.5
Elementary Student Council	3
Debate Coach	4
Forensics	4
Quiz Bowl Advisor	4
National Honor Society Advisor	4
High School Robotics	4
<u>High School Yearbook Advisor</u>	5
<u>Junior High/Middle School Yearbook Advisor</u>	4
<u>High School Newspaper Advisor</u>	5
<u>Junior High/Middle School Newspaper Advisor</u>	4

Underlined positions are obligatory as outlined in Article IX B 15.

Sponsor of Clubs and Organizations 3%

(Guidelines and Application Form Approved by the Board and the Association)
(The Application and Guidelines are contained within Schedule J.)

The number of Clubs and Organizations per building is a maximum of four (4). Recommendations for Clubs and Organizations will be made by the Building F.A.C.

SCHEDULE E

HOURLY PAY POSITIONS

Bargaining unit members who work at regularly scheduled events shall be paid:

- I. \$6.00 per hour for jobs in categories of ticket takers and security/crowd control.

\$10.00 per hour for supervision in place of Athletic Coordinator or Director and scorers/timers.

- II. Bargaining unit members working four (4) or more events, may in addition to the above use their own personal days attached to a vacation or holiday period and/or with appropriate administrator approval have the use of a school computer during vacation or holiday periods.

Hours worked shall be totaled at the end of the school year and credit given for use during the school year and/or the following school year. Official documentation shall be kept in the Office of the Athletic Coordinator with actual credit given by the Department of Human Resources.

All positions listed below shall be increased at the same percent per year as Schedule A.

	2004	2005	2006
	<u>2005</u>	<u>2006</u>	<u>2007</u>
1. Non-scheduled and/or non-voluntary assignments	13.43	13.63	13.83
2. Organized recreational activities (teen club, summer rec. & Saturday rec.)	15.81	16.05	16.29
3. Swimming pool supervisor (teacher shall be paid one (1) hour time for cancellation)	19.74	20.04	20.34
4. *Adult education & summer school	25.77	26.16	26.55
5. *Drivers' education instructors	25.77	26.16	26.55
6. Curriculum and staff development	25.77	26.16	26.55
7. Substitute time	25.77	26.16	26.55

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

SCHEDULE F

COORDINATOR OF DRIVER EDUCATION

The Coordinator of Driver Education will be paid

2004-2005	\$1,682.18
2005-2006	\$1,707.41
2006-2007	\$1,733.03

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

**SCHEDULE G
 CARMAN-AINSWORTH COMMUNITY SCHOOLS
 CALENDAR FOR 2004-2005**

Teachers (Full Day)	Tuesday	August 31, 2004
Teachers (Full Day)	Wednesday	September 1, 2004
Labor Day Recess	Fri – Mon.	September 3 – 6, 2004
Students Report (Full Day)	Tuesday	September 7, 2004
Elementary Records Day (Half Day)	Friday	October 29, 2004
Professional Development Day	Monday	November 1, 2004
End of First Marking Period	Friday	November 5, 2004
Elementary Conferences (Half Day)	Thurs.-Friday	November 11 – 12, 2004
Fall Recess	Thurs.-Sun.	November 25, 2004 – 28, 2004
Professional Development Day	Wednesday	December 15, 2004
Winter Recess	Thurs.- Sun.	Dec. 23, 2004 – January 2, 2005
Martin Luther King Day	Monday	January 17, 2005
No School for Students/Teachers		
High School Exams (Half Days)	Wed.-Fri.	January 19 – 21, 2005
End of Second Marking Period / First Semester	Friday	January 21, 2005
February Recess	Fri.-Mon.	February 18 - 21, 2005
Professional Development (Full Day)	Monday	March 7, 2005
End of Third Marking Period	Thursday	March 24, 2005
Spring Recess	Fri.-Sun	March 25, 2005 – April 3, 2005
Elementary Records Day (Half Day)	Friday	April 8, 2005
Elementary Conferences	Thurs.-Fri.	April 14 – April 15, 2005
Memorial Day	Monday	May 30, 2005
Elementary Records Days (Half Day)	Tuesday	June 8 – 9, 2005
Jr. High & High School Exams	Tue.-Thurs.	June 7 – 9, 2005
End of Second Semester / End of 4 th Marking Period (Students – ½ day, Teachers Full Day)	Thursday	June 9, 2005
Total Student days – 176		
Total Teacher days – 182		

One day (six hours) of the 182 teacher days are for required professional development to be done outside of the regular school day. Professional development activities for 2004-2005 school year shall be completed by June 9, 2005. The Professional Development Subcommittee of the Q.E.C shall determine the menu of activities. Other activities may be used if prior approval is received from the Office of Instruction.

Each building principal shall determine when nine (9) 80 minute building level meetings will occur during the school year. The schedule shall be submitted to the Assistant Superintendent of Instruction.

On Professional Development Days – Teacher Report Time is from 8:00 AM – 3:00 PM with a lunch from 11:00 – 12:00.

Elementary Schools

2 School half days - - Fall Parent/Teacher Conferences (Friday Teachers dismissed one half day)
2 Evening half days - - Fall Parent/Teacher Conferences to be compensated with in the established contract stipend

2 School half days - - Spring Parent/Teacher Conferences (Friday Teachers dismissed one half day)
2 Evening half days - - Spring Parent/Teacher Conferences to be compensated within the established contract stipend

4 School half days - - Elementary Records
2 Evening half days - - Elementary Records to be compensated within the established contract stipend

Junior High School

3 Evening half days - - Report Card Distribution to be compensated within the established contract stipend.

3 Half days - - End of the school year Exams
3 Half days to be scheduled for State Mandated Testing (Teachers dismissed one half day following student dismissal during MEAP)

High School

2 Evening half days - - Report Card distribution to be compensated within the established contract stipend.

6 Half Days - - End of Semester Exams (Teachers dismissed one half day following student dismissal during 1st semester final exams)

**SCHEDULE G
 CARMAN-AINSWORTH COMMUNITY SCHOOLS
 CALENDAR FOR 2005-2006**

Teachers (Full Day)	Tuesday	August 30, 2005
Teachers (Full Day)	Wednesday	August 31, 2005
Labor Day Recess	Fri. – Mon.	September 2 – 5, 2005
Students Report (Full Day)	Tuesday	September 6, 2005
Elementary Records Day (Half Day)	Friday	October 28, 2005
End of First Marking Period	Friday	November 4, 2005
Elementary Conferences	Thurs. – Fri.	November 10 – 11, 2005
Fall Recess	Thurs. – Sun.	November 24 -27, 2005
Winter Recess	Fri. – Mon.	Dec. 23, 2005 – January 2, 2006
Martin Luther King Day	Monday	January 16, 2006
High School Exams	Wed. – Fri.	January 18 – 20, 2006
End of 2 nd Marking Period / First Semester	Friday	January 20, 2006
February Recess	Fri. – Mon.	February 17 – February 20, 2006
End of 3 rd Marking Period	Friday	March 24, 2006
Elementary Records Day (Half Day)	Friday	March 24, 2006
Elementary Conferences	Thurs. – Fri.	April 6 – 7, 2006
*Spring Recess	Fri. – Sun.	April 14 – 23, 2006
Memorial Day	Monday	May 29, 2006
Elementary Records Day (Half Days)	Thurs. – Fri.	June 8 – 9, 2006
Junior High School Exams	Wed. – Fri.	June 7 – 9, 2006
End of 4 th Marking Period / Second Semester (Students ½ day, Teachers – Full Day)	Friday	June 9, 2006
Total Student Days	176	
Total Teacher Days	182	

Each building principal shall determine when nine (9) 80 minute building level meetings will occur during the school year. The schedule shall be submitted to the Assistant Superintendent of Instruction.

Four (4) Professional Development Days to be determined inside the calendar.

On Professional Development Days – Teacher Report Time is from 8:00 AM – 3:00 PM with a lunch from 11:00 – 12:00.

*In the case that the Skill Center Spring Break changes from the traditional Spring Break by October 1, 2005, the Spring Break portion of the calendar will be reopened.

Elementary Schools

2 School half days - - Fall Parent/Teacher Conferences (Friday Teachers dismissed one half day)
2 Evening half days - - Fall Parent/Teacher Conferences to be compensated with in the established contract stipend

2 School half days - - Spring Parent/Teacher Conferences (Friday Teachers dismissed one half day)
2 Evening half days - - Spring Parent/Teacher Conferences to be compensated within the established contract stipend

4 School half days - - Elementary Records
2 Evening half days - - Elementary Records to be compensated within the established contract stipend

Junior High School/Middle School

3 Evening half days - - Report Card Distribution to be compensated within the established contract stipend.

3 Half days - - End of the school year Exams
3 Half days to be scheduled for State Mandated Testing (Teachers dismissed one half day following student dismissal during MEAP)

High School

2 Evening half days - - Report Card distribution to be compensated within the established contract stipend.

6 Half Days - - End of Semester Exams (Teachers dismissed one half day following student dismissal during 1st semester final exams)

**SCHEDULE G
 CARMAN-AINSWORTH COMMUNITY SCHOOLS
 CALENDAR FOR 2006-2007**

Teachers (Full Day)	Tuesday	August 24, 2006
Teachers (Full Day)	Wednesday	August 25, 2006
Students Report (Full Day)	Monday	August 28, 2006
Labor Day Recess	Fri.–Mon.	September 1 - 4, 2006
Elementary Records Day (Half Day)	Friday	October 27, 2006
End of First Marking Period	Friday	October 27, 2006
Elementary Conferences	Thurs.–Fri.	November 9-10, 2006
Fall Recess	Thurs.–Sun.	November 23-26, 2006
Winter Recess	Fri.–Tue.	December 22, 2006 – January 2, 2007
Martin Luther King Day	Monday	January 15, 2007
High School Exams	Wed.–Fri.	January 17 – 19, 2007
End of 2 nd Marking Period / First Semester	Friday	January 19, 2007
February Recess	Fri.–Mon.	February 16 – 19, 2007
End of 3 rd Marking Period	Friday	March 16, 2007
Elementary Records Day (Half Day)	Friday	March 16, 2007
Elementary Conferences	Thurs.–Fri.	March 29 – 30, 2007
*Spring Recess	Fri.–Sun.	April 6 – April 15, 2007
Memorial Day	Monday	May 28, 2007
Elementary Records Day (Half Days)	Thurs.–Fri.	June 7 – 8, 2007
Middle School & High School Exams	Wed.–Fri.	June 6 – 8, 2007
End of 4 th Marking Period / Second Semester (Students ½ day, Teachers – Full Day)	Friday	June 8, 2007
Total Student Days	179	
Total Teacher Days	185	

Each building principal shall determine when nine (9) 80 minute building level meetings will occur during the school year. The schedule shall be submitted to the Assistant Superintendent of Instruction.

Four (4) Professional Development Days to be determined inside the calendar.

On Professional Development Days – Teacher Report Time is from 8:00 AM – 3:00 PM with a lunch from 11:00 – 12:00.

*In the case that the Skill Center Spring Break changes from the traditional Spring Break by October 1, 2005, the Spring Break portion of the calendar will be reopened.

Elementary Schools

2 School half days - - Fall Parent/Teacher Conferences (Friday Teachers dismissed one half day)
2 Evening half days - - Fall Parent/Teacher Conferences to be compensated with in the established contract stipend

2 School half days - - Spring Parent/Teacher Conferences (Friday Teachers dismissed one half day)
2 Evening half days - - Spring Parent/Teacher Conferences to be compensated within the established contract stipend

4 School half days - - Elementary Records
2 Evening half days - - Elementary Records to be compensated within the established contract stipend

Junior High School/Middle School

3 Evening half days - - Report Card Distribution to be compensated within the established contract stipend.

3 Half days - - End of the school year Exams
3 Half days to be scheduled for State Mandated Testing (Teachers dismissed one half day following student dismissal during MEAP)

High School

2 Evening half days - - Report Card distribution to be compensated within the established contract stipend.

6 Half Days - - End of Semester Exams (Teachers dismissed one half day following student dismissal during 1st semester final exams)

*As part of the collaborative relationship, the Association and Board are committed to establishing agreements that benefit students and families. If prior to June 1, 2006, the parties become aware of new information regarding State and Federal laws, local and ISD programs, as well as community and staff input around calendar issues, the parties may agree to re-open the 2006-2007 calendar.

**SUPPLEMENT TO SCHEDULE G
PAY DATES 2004-2005**

- | | | |
|-----------------|-----------------|---------------|
| 1. August 27 | 10. December 31 | 19. May 6 |
| 2. September 10 | 11. January 14 | 20. May 20 |
| 3. September 24 | 12. January 28 | 21. June 3 |
| 4. October 8 | 13. February 11 | 22. June 17 |
| 5. October 22 | 14. February 25 | 23. July 1 |
| 6. November 5 | 15. March 11 | 24. July 15 |
| 7. November 19 | 16. March 24 | 25. July 29 |
| 8. December 3 | 17. April 8 | 26. August 12 |
| 9. December 17 | 18. April 22 | |

Prior to the end of the each school year, the option for twenty-one (21) or twenty-six (26) pays will be made on the form provided for the following year. No changes may be made after August 15TH.

Teachers hired after ratification of the 2004-2007 collective bargaining agreement shall be paid on the 26/27 pay option.

SCHEDULES B, C, AND D PAY DATES

Schedule B

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

- | | |
|-----------------|-----------------------|
| Fall Sports - | 10/22/04 and 11/19/04 |
| Winter Sports - | 12/17/04 and 3/14/05 |
| Spring Sports - | 4/22/05 and 5/20/05 |

Schedule C

Music and Drama Production Directors will be paid on January 14, 2005 and May 20, 2005.

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

- | | |
|------------------|----------------|
| October 22, 2004 | March 11, 2005 |
| January 14, 2005 | May 20, 2005 |

Schedule D

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

- | | |
|------------------|--------------|
| January 14, 2005 | May 20, 2005 |
|------------------|--------------|

SUPPLEMENT TO SCHEDULE G PAY DATES 2005-2006

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

Prior to the end of the each school year, the option for twenty-one (21) or twenty-six (26) pays will be made on the form provided for the following year. No changes may be made after August 15TH.

Teachers hired after ratification of the 2004-2007 collective bargaining agreement shall be paid on the 26/27 pay option.

SCHEDULES B, C, AND D PAY DATES

Schedule B

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

- | | |
|-----------------|-----------------------|
| Fall Sports - | 10/28/05 and 11/25/05 |
| Winter Sports - | 12/22/05 and 3/31/06 |
| Spring Sports - | 4/28/06 and 5/26/06 |

Schedule C

Music and Drama Production Directors will be paid on January 20, 2006 and May 26, 2006.

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

- | | |
|------------------|----------------|
| October 28, 2005 | March 17, 2006 |
| January 20, 2006 | May 26, 2006 |

Schedule D

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

- | | |
|------------------|--------------|
| January 20, 2006 | May 26, 2006 |
|------------------|--------------|

**SUPPLEMENT TO SCHEDULE G
PAY DATES 2006-2007**

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

Prior to the end of the each school year, the option for twenty-one (21) or twenty-six (26) pays will be made on the form provided for the following year. No changes may be made after August 15TH.

Teachers hired after ratification of the 2004-2007 collective bargaining agreement shall be paid on the 26/27 pay option.

SCHEDULES B, C, AND D PAY DATES

Schedule B

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

- | | |
|-----------------|-----------------------|
| Fall Sports - | 10/27/06 and 11/24/06 |
| Winter Sports - | 12/21/06 and 3/30/07 |
| Spring Sports - | 4/27/07 and 5/25/07 |

Schedule C

Music and Drama Production Directors will be paid on January 19, 2007 and May 25, 2007.

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

- | | |
|------------------|----------------|
| October 27, 2006 | March 16, 2007 |
| January 19, 2007 | May 25, 2007 |

Schedule D

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

- | | |
|------------------|--------------|
| January 19, 2007 | May 25, 2007 |
|------------------|--------------|

SCHEDULE H

(Separate Probationary and Tenure Contract Forms)
CONTRACT OF EMPLOYMENT

(Probationary Teacher)

(Tenure Teacher)

SCHOOL DISTRICT OF CARMAN-AINSWORTH, COUNTY OF GENESEE,
STATE OF MICHIGAN

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of the School District of Carman-Ainsworth, County of Genesee, State of Michigan, hereinafter called the "Board", and hereinafter called the "Teacher":

1. That this individual contract is made pursuant to and subject to the terms and conditions of the Collective Agreement between the Carman-Ainsworth Education Association and the Board, and to the extent that the provisions of this contract and said Collective Agreement may be inconsistent, the provisions of said Collective Agreement shall be controlling.
2. That said Teacher is employed and hereby agrees to teach in said school district as a teacher for the 20__ - 20__ school year which shall consist of no more than ____ contractual days.
3. That said Board shall pay said Teacher the sum of _____ for said teaching duties and in addition to the Board agrees to pay the following amounts for the within listed extra duties:

(List each duty and amount paid for same)

_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Compensation \$ _____

and said compensation to be paid in installments as defined in the Collective Agreement between the Board and the Association.

5. The said Teacher is hereby retained on a (probationary) (tenure) basis as defined in the Michigan Teacher Tenure Act (Act No. 4 of the Public Acts of 1937, extra sessions, as amended).

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate by its Superintendent of Schools, and the Teacher has executed this contract this

____ day of _____, 20__.

Board of Education of the School District of Carman-Ainsworth,
County of Genesee, State of Michigan.

Teacher

By _____
Superintendent

SCHEDULE I
AGREEMENT FORM
Between Association and Administration

Signature for Association

Signature for Administration

Signature for Association

Signature for Administration

Tentative _____ Date _____ Tentative _____ Date _____

Final _____ Date _____ Final _____ Date _____

SCHEDULE J

CLUBS OR ORGANIZATIONS

Approved activities will be funded under Schedule D of the Master Agreement. Forms are to be completed and returned to building principals according to administrative directive.

GUIDELINE REQUIREMENTS

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

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

APPLICATION
FOR SPONSORS OF CLUBS OR ORGANIZATIONS
APPROVED BY THE BOARD AND THE ASSOCIATION
SCHEDULE D OF MASTER AGREEMENT

1. Name(s) _____

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

2. Name of Club or Organization _____

3. School where the Club or Organization is based _____

4. Dates the Club or Organization will be active:

From _____ To _____

5. Please give a resume about the Club or Organization _____

7. If more than one sponsor is requested, please write a rationale for needing a second sponsor. (Be specific) _____

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

Signature _____ Date _____

Signature _____ Date _____

The request has been approved.

Date _____ Approved by _____

7. The request was not approved for the reasons stated below:

SCHEDULE K

EARNED PERSONAL DAYS

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

1. Substituting for another teacher on an hourly basis where seven (7) hours of substitution will earn one (1) personal day.

By using two (2) or less sick days during the course of a school year. A second personal day shall be earned by using zero (0) days during the school year.

2. After the twelve (12) hours of staff meetings, the teacher will earn an additional personal day for each six (6) hours of time spent in building staff meetings outside the regular school day. Staff meeting shall be defined as a meeting called by the building principal for the purpose of conducting the day-to-day business of that building. Notice of such meetings shall be given at least thirty-six (36) hours prior to the meeting except in cases of emergency.
3. The teacher will earn an additional personal day for each six (6) clock hours of time spent in Individualized Educational Planning Team (IEPT) and or child study team meetings outside the regular school day. Notice of such meetings shall be given at least thirty-six (36) hours prior to the meeting except in cases of emergency.

Bargaining unit members working four (4) or more scheduled extracurricular events or activities (both elementary and secondary) may use their own personal days attached to a vacation or holiday period.

**CARMAN-AINSWORTH EDUCATION ASSOCIATION
GRIEVANCE CONCERN NOTICE**

NAME _____ Date Filed _____

Building _____ Assignment _____

This is to certify that a Step 1A meeting was held on _____, 200____, and that the grievance concern that was discussed at the meeting was not resolved.

A Step 1B IBB meeting will be held on: _____, 200____ at the following time and location:

Location: _____

Time: _____

The following District and Association personnel shall be present at the Step 1B meeting:

1. _____
2. _____
3. _____
4. _____
5. _____

(If more than five, attach a list to all copies)

The following is a statement of the Grievance Concern brought to Step 1A:

Dated: _____, _____

Immediate Supervisor

Grievant

For the Association

Distribution: One copy to the Office of Human Resources, one copy to the immediate supervisor, one copy to the grievant, and one copy to the Association Office.

**CARMAN-AINSWORTH EDUCATION ASSOCIATION
GRIEVANCE CONCERN — CERTIFICATION OF COMPLETION OF STEP 1A/1B**

NAME _____ Date Filed _____

Building _____ Assignment _____

This is to certify that Step 1A/1B meetings were held on _____, 200____, and on _____, 200____, that the grievance concern that was discussed at those meetings was not resolved.

Attached to this certification are _____ pages which represent the story, interests of the parties, options considered for resolution and any agreements reached in seeking to resolve this grievance concern.

The grievant and/or the Association have seven (7) days from the date set below to file a formal grievance at Step 2 of the procedure with the Office of Human Resources.

Dated: _____, _____

Immediate Supervisor

Grievant

For the Association

Distribution: One copy to the Office of Human Resources, one copy to the immediate supervisor, one copy to the grievant, and one copy to the Association Office.

CARMAN-AINSWORTH EDUCATION ASSOCIATION GRIEVANCE FORM
To be filed with the Office of Human Resources

NAME _____ Date Filed _____

Building _____ Assignment _____

Grievance #: _____

Contract Or Policy Citations:

Statement of Grievance:

Relief Sought:

Signature of Grievant

Signature indicating receipt of grievance form _____

Signature

Disposition at Step

2: _____

Dated: _____, _____

Superintendent or Designee

Distribution: One copy to the Office of Human Resources, one copy to the immediate supervisor, one copy to the grievant, and one copy to the Association Office.

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