



**Agreement  
Between  
Carrollton Board of  
Education  
and  
Carrollton Education  
Association MEA/NEA**

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**2003-2006**



## Table of Contents

PREAMBLE.....	2
WITNESSETH.....	2
ARTICLE I- RECOGNITION.....	2
ARTICLE II - AGENCY SHOP & PAYROLL DEDUCTIONS .....	3
ARTICLE III – DEFINITION OF RESPONSIBILITIES AND RIGHTS .....	4
ARTICLE IV – ASSOCIATION RIGHTS AND RESPONSIBILITIES.....	6
ARTICLE V - PROFESSIONAL GRIEVANCE PROCEDURE.....	7
ARTICLE VI – RETIREMENT .....	9
ARTICLE VII – CLASSROOM EVALUATION .....	9
ARTICLE VIII – TRANSFERS.....	10
ARTICLE IX – PROTECTION OF TEACHERS.....	11
ARTICLE X – SCHEDULES, HOURS AND ASSIGNMENTS .....	12
ARTICLE XI – COMPENSATION .....	15
ARTICLE XII – COMPENSABLE LEAVES OF ABSENCE .....	17
ARTICLE XIII - NON COMPENSABLE LEAVE OF ABSENCE.....	19
ARTICLE XIV – VACANCIES AND PROMOTIONS .....	21
ARTICLE XV – PROFESSIONAL IMPROVEMENT.....	21
ARTICLE XVI - LAYOFF AND RECALL .....	21
ARTICLE XVII– MISCELLANEOUS PROVISIONS .....	25
ARTICLE XVIII – FRINGE BENEFITS.....	25
ARTICLE XIX – PROCEDURE FOR APPEAL OF STUDENT GRADE .....	27
ARTICLE XX – DURATION .....	30
SALARY SCHEDULE 2002-2003.....	31
SALARY SCHEDULE 2003-2004.....	32
SALARY SCHEDULE 2004-2005.....	33
SALARY SCHEDULE 2005-2006.....	34
APPENDIX “B” .....	35
2003-2004 CALENDAR.....	37
2004-2005 CALENDAR.....	38
2005-2006 CALENDAR.....	39
LETTER OF AGREEMENT	
CARROLLTON PUBLIC SCHOOLS/ BOARD OF EDUCATION.....	40
LETTER OF UNDERSTANDING .....	41
MEMORANDUM OF UNDERSTANDING	
SICK LEAVE BANK .....	42
VOLUNTARY SICK DAY DONATION FORM.....	42
CARROLLTON PUBLIC SCHOOLS TEACHER EVALUATION .....	43
PART II.....	45
MEMORANDUM OF UNDERSTANDING .....	46

## AGREEMENT

### PREAMBLE

This Agreement enter into this 20<sup>th</sup> day of August, 2002 by and between the Board of Education of the Carrollton Public Schools, Carrollton, Michigan, hereinafter referred to as the "School Board", and the Carrollton Education Association, hereinafter called the "Association", affiliated with the Michigan Education Association and the National Education Association.

### WITNESSETH

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

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

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

### ARTICLE I – RECOGNITION

- A. The School Board recognizes the Association as the exclusive bargaining representative for all members of the unit which includes: all regularly employed certified teachers under contract, school psychologists, school social workers; excluding other personnel employed by the Board of Education, specifically, Superintendent of Schools, Assistant Superintendent, principals, assistant principals, directors, holders of non-certified positions and daily substitute teachers. Itinerant teachers, those teachers who teach in other school districts, shall be covered by the terms of this Agreement which can reasonably be applied to them, such as, but not limited to, the grievance procedure, salary, sick leave, leave days and fringe benefits. However, the parties agree that problems which occur in employment of itinerant teachers in other districts in which they teach, such as stop and start times, faculty meetings, materials and facilities available, or any matter covered by contract, policy, rule or regulation in the other districts, are outside the scope of this Agreement.
- B. Throughout this Agreement, the term "teacher" shall designate all members of the "bargaining unit."
- C. The Association agrees to maintain its eligibility to represent all teachers by admitting persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status, disability and to represent

- D. equally all employees without regard to membership or participation in, or association with, the activities of any employee organization.
- E. The bargaining rights granted herein to the Association shall not be granted or extended to any competing teacher organization or any individual teacher during the life of this Agreement.
- F. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon, and the Agreement contained in this Contract were arrived at after the free exercise of such rights and opportunities. The terms and conditions of employment provided in this agreement shall remain in effect until altered by mutual agreement in writing between the parties.
- G. This Agreement shall supersede any rules, regulations or practices of the School Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teachers contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the School Board.
- G. If the Board of Education elects to engage in negotiating during the school day with the Association, teachers involved shall be released from regular duties without loss of salary.

#### **ARTICLE II - AGENCY SHOP AND PAYROLL DEDUCTION**

- A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association, or (2) pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than thirty (30) days following deduction.
- B. Pursuant to Chicago Teachers Union v Hudson, 106 S CT 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim

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- or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. The following procedure in all cases of non-payment of the service fee shall be as follows:
- 1.) The Association shall notify the bargaining unit member of the noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.
  - 2.) If the bargaining unit member fails to remit the service fee or authorize deduction of same, the Association may request the Board make such deduction pursuant to paragraph F. above.
  - 3.) The board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with the opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
  - 4.) Payroll deduction made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member.
- D. Due to certain requirements established in recent court decisions, the Association represents that the amount of the service fee charged to non-members, along with other information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- E. The Board agrees that the Administration will check off dues hereunder from each covered employee on each pay period and remit same once a month to the designated official of the Association. Non-members as of 1970-71 school year are not covered by this Article.
- F. The Association agrees to indemnify and save the Board harmless from any form of liability that may arise out of or by reason of the Board's or system's compliance with the provisions of this Article.
- G. All deductions of Association dues provided for in this Article shall be automatically terminated in the event of loss of exclusive recognition by the Association.

### **ARTICLE III – DEFINITION OF RESPONSIBILITIES AND RIGHTS**

- A. The School Board specifically recognizes the right of its teachers to appropriately invoke the assistance of the Michigan Employment Relations Commission or a mediator from such public agency.
- B. The School Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including,

- but without limiting, the generality of the foregoing; the management and control of school properties, facilities, grades and course of instruction, athletic and recreational programs, methods of instruction, materials used for instruction and selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel, except where expressly and in specific terms limited by the provisions of this Agreement.
- C. The School Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means in keeping with the high standards of the profession without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement it shall not direct, instigate, participate in, encourage or support any strike or boycott or picketing by any group against the School Board.
- D. Teachers shall be informed of a telephone number they may call by 6:40 AM to report their unavailability for work. Whenever possible teachers should give the maximum amount of notice when they become aware that they will not be available to work. Those teachers who fail to call in before 6:40 AM may be docked half a day's pay. Temporary vacancies about which sufficient notice is not given or where emergency conditions make the scheduling of a substitute impractical shall be covered by reassignment of the available staff as equitably as possible. Teachers needing to report ill after 6:40 AM must also notify their building principal or administrator.
- E. If required by law each teacher shall present a physician's current statement or a copy of a recent Michigan Health Department report (from a mobile unit or office) declaring that his or her lungs are free from tuberculosis to the Administration Office once every three (3) years prior to the teacher's first work day. For the purpose of satisfying the clause, certification that a test has been taken will be accepted until results of the test are received.
- F. When the teacher does not have students under his direct jurisdiction, a teacher may, without loss of pay, but during the school day, discuss a problem concerning working conditions with the Administration.
- G. The Board shall make available in each school, whenever and wherever possible, adequate lunchroom, restroom and lavatory facilities exclusively for staff use and at least one room, reasonably furnished, which shall be reserved for use as a staff lounge. Students shall be excluded from the lounge.
- H. Adequate telephone facilities shall be made available to teachers for their reasonable use.
- I. The teacher shall supervise students who are under their jurisdiction.
- J. Any case of a teacher being disciplined, i.e. reprimanded, suspended without pay or discharged, shall be subject to the grievance procedure included in this Contract. The School Board agrees that its rules and regulations governing employees will be reasonable and that enforcement of discipline will be for just cause.
- K. No restrictions shall be placed upon the freedom of teachers to use their own time for gainful employment or other activities insofar as it does not interfere with satisfactory performance of their school duties.
- L. The district shall conduct good faith discussions with the C.E.A. with respect to seniority, tenure, continuation of employment, and all other wages, hours and working conditions prior to entering formal discussions concerning annexation, consolidation, dissolution or other forms of re-organization. The Board, when entering into any form of annexation, reorganization or merger, shall make every good faith effort to obtain continued employment, tenure and seniority rights in

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- any position for which the Carrollton teachers are certified or qualified. The Association will be offered the opportunity to have representation present at any session(s) on these matters of employment if agreeable to the non-Carrollton district(s), agencies or organizations involved.
- M. The School Board and its Administrative Agents and the Association agree not to discriminate against any teacher on the basis of race, creed, color, national origin, sex, marital status or because of membership or activities of the Association which is affiliated with the M.E.A. and N.E.A..
- N. The parties also agree that any teacher proven to be engaged in any subversive activities or associated with any group whose purpose is to undermine or disrupt the established written programs and/or policies of the School Board, the laws or Constitution of the State of Michigan or the United States of America shall be subject to disciplinary action. The action will not be taken up as a grievance unless the C.E.A. believes the teacher is not engaged in these activities or associated with such a group.

#### **ARTICLE IV – ASSOCIATION RIGHTS AND RESPONSIBILITIES**

- A. Bulletin boards, mailboxes and other established media of communication shall be made available to the Association and its members before and after school or during their lunch period. All notices must be signed by a representative of the C.E.A. and a copy will be furnished to the building principal. These notices may not contain any personal attacks on any member of the Board of Administration. No association work is to be performed during teaching or conference periods. This does not prohibit the Association representative from discussing grievances with the Administration.
- B. The Association shall have the right to use school buildings but shall make requests through normal channels for room clearance and permission. Permission to use said rooms shall not be unreasonably withheld.
- C. The School Board agrees to furnish to the Association, in response to written requests, information to which it is legally entitled as may be necessary for the Association to process grievances or to prepare for collective bargaining. The Association agrees to pay the school district the cost for the duplication of any such information. The school district shall not perform any research on behalf of the Association.
- D. The School Board agrees to furnish the C.E.A. reasonable information which they are legally entitled to concerning the financial resources of the district. The School Board will not do any research for the Association, and the Association shall pay the reasonable cost incurred by the School Board in furnishing the information.
- E. The Association shall be allocated twenty (20) days per school year. These days are non-accumulating. At least five (5) of the days shall be used for professional development conferences. A minimum of five (5) days advance notice must be presented to the building principal (this requirement may be waived by the Superintendent). An additional ten (10) Association days shall be allocated for use by the Association President. Use of these days shall be determined by mutual agreement between the Association President and the building Principal. District costs for substitutes hired for Association days will be paid for by the Association.

- F. The Association will notify the Superintendent as to who shall serve as officers and representatives within thirty (30) days after taking office. Any changes in the above will be made known to the Superintendent one (1) day prior to becoming effective.

#### **ARTICLE V - PROFESSIONAL GRIEVANCE PROCEDURE**

- A. Definition of a grievance: A grievance shall mean a complaint by a teacher in the bargaining unit regarding a violation, misinterpretation or an inequitable application of a specific provision of this Agreement. The sole remedy available to any teacher for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure, provided, however, that nothing contained herein will deprive any teacher of any legal right which he/she presently has, provided that if a teacher elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- B. The term "teacher" may include any individual or group of teachers who are members of the bargaining unit.
- C. A "party of interest" is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- D. The term "days" when used in this section shall, except where otherwise indicated, mean working school days. The parties may by mutual agreement extend any of the time limits set forth in this Article.
- E. The primary purpose of this procedure set forth in this section is to secure, at the lowest step possible, suitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any step of such procedure. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the Administration.
- F. **1. STEP ONE**  
A teacher who feels he/she has a grievance shall first take the matter up verbally with the principal or a designated administrative representative within ten (10) working days following the date the teacher became aware of the act or condition which he/she feels is the basis for his/her grievance. The teacher may appear alone or he/she may be accompanied by a C.E.A. representative at the teacher's option.
- 2. STEP TWO**  
If the matter is not resolved, the teacher shall reduce the grievance to writing, specifying the section or sections of the contract he/she alleges is violated and the events that caused the alleged violation and the remedy sought. The written grievance will be presented to the principal within fifteen (15) working days following the date the teacher became aware of the act or condition which he/she feels is the basis for his/her grievance. Within three (3) working days of the receipt of the written grievance, the Administration shall attempt to arrange a conference. The teacher may appear alone or he/she may be accompanied by a C.E.A. representative at the teacher's option. The Administrator will make his/her answer known within three (3) working days of the conference. If the administrator fails to answer the grievance within three (3) working days of the conference, it automatically goes to the next step of the procedure. If the



grievance is not appealed within five (5) working days from the last answer, the last answer shall be final.

**3. STEP THREE**

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

**4. STEP FOUR**

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

G. Any party involved may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another teacher or another person, provided, however, that any teacher may in no event be represented by an officer, agent or other representative any teachers' organization other than the Association. Provided further that when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing, except where the grievance involves only questions of fact peculiar to the individual grievance

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1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of the procedures set forth herein. Forms shall be available from the Association representative.
3. The Association agrees that any teacher who has initiated action with the Tenure Commission shall have abandoned the grievance procedure in this Agreement.

4. Only the resolution of one incident may be submitted to an arbitrator at one time. This clause does not prohibit an arbitrator from hearing a class of grievances or ruling on the arbitrament of an issue and then the issue.
5. It is specifically understood that the grievance procedure contained in this Agreement requires the Association advocacy beyond Level I.

#### **ARTICLE VI – RETIREMENT**

- A. Employees are required to retire at the age prescribed by law however, an employee may be granted an exception to the age requirement on a year-to-year basis, subject to the following:
1. Provide the School Board with a complete physical examination report at the expense of the Board. The doctor is to be selected by the School Board.
  2. Renewal for each additional year will be made by the Superintendent and not subject to a grievance.

If a teacher has completed ten (10) or more years of service in the Carrollton School System, he/she will be paid for one-half (1/2) of all accumulated sick days (not to exceed the number of sick days set forth in Article XII – COMPENSABLE LEAVES, paragraph B.) at the current daily substitute teacher rate if the teacher terminates his employment through retirement under the provisions of the state retirement act.

- B. Employees intending to retire at the end of the school year are requested to give the District advance notification in writing at the earliest possible date. Effective with the 2001-2002 school year, employees who notify the district by February 1<sup>st</sup> of their intent to retire at the end of the school year will receive a one time early notice bonus of six hundred (\$600) dollars. Effective with the 2001-2002 school year, employees who notify the District after February 1<sup>st</sup> but before April 1<sup>st</sup> of their intent to retire at the end of the school year will receive a one time early notice bonus of three hundred (\$300) dollars.

#### **ARTICLE VII – CLASSROOM EVALUATION**

- A. All evaluations of the classroom performance of a teacher shall be conducted openly and with full knowledge of the teacher. (The teacher will be informed that a formal classroom evaluation is being conducted.)
- B. All classroom evaluation shall be according to a standard form. One (1) copy shall be given to each faculty member. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms and shall identify the suggested method of correction.
- C. No classroom evaluations shall be initiated after May 1 of each year. Classroom observations may be made at any time during the year.
- D. **PROBATIONARY AND TENURE PERSONNEL**
1. The Administration shall evaluate the performance of each probationary faculty person at least once each semester.
  2. The Administration shall evaluate the performance of each continuing tenure faculty person at least once in each three (3) year period.

3. It is recommended that the evaluation shall be completed by discussion at a joint conference between the faculty person and the Administrator within one (1) week and, except under unusual circumstances, no later than three (3) weeks after the classroom evaluation.
  4. An original and two (2) copies of the evaluation form shall be prepared and signed by the Administrator and by the faculty person. Such signature shall be understood to indicate awareness of the material but not necessarily agree with the content of the material. One (1) copy of the evaluation form shall be retained by the faculty person being evaluated and the original shall be filed in the Superintendent's office.
- E. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. Exempt from above are college references and references from prior employment.
- F. The sample evaluation form attached to this agreement will be used as a format in evaluating staff personnel. Individual items of evaluation shall be determined by the Administration with consultation of the Association.

#### **ARTICLE VIII – TRANSFERS**

- A. Since the frequent transfers of teachers from one school to another is disruptive to the educational process and interferes with optimum teacher performance, the parties agree that un-requested transfers of teachers are to be minimized and avoided whenever possible. All teachers in the district are free to request a transfer. The Administration shall make every effort to relocate teachers at their request whenever it is possible. The Administration agrees to meet with probationary employees and their Association representatives to discuss the reasons for the transfer prior to any transfer taking effect.
- B. In the event the transfer of teachers appear to be necessary, lists of available positions within Carrollton Public Schools shall be posted in the same manner as provided in Article XIV – VACANCIES AND PROMOTIONS, in as far as possible. During summer months, notices of available position will be provided in District payroll mailings to employees.
- C. Any teacher who shall be transferred to a supervisory or executive position and shall later return to teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to supervisory or executive status.
- D. **TRANSFER PROCEDURE:**  
Teachers will have an opportunity to provide teaching/assignment preference information prior to the administration teaching assignments for the coming year. Teachers must have this information to the principal prior to April 1 of each year. If a teacher requesting transfer also requests, in writing, to meet with the administration, such meeting will take place within two (2) weeks and a decision shall be made known in writing.
1. Personnel limitations as to the areas in which the transfer will be considered shall be made known to the applicant by the Administration at the time of the conference.
  2. No transfer shall be completed until the Administrator who is to receive the transferee has been consulted and has approved the transfer.

- E. When re-assigning teachers within a pool, the Board will give consideration to the position the teacher held the previous year.

### **ARTICLE IX – PROTECTION OF TEACHERS**

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodial for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take prompt and reasonable steps to assist the teacher with respect to such pupil including removal, if necessary.
- B. Any case of assault upon a teacher shall be promptly reported to the administration. If any teacher is assaulted or sued in connection with the normal teaching and/or supervision of students assigned to him/her, the Board shall provide legal counsel and render assistance to the teacher in his/her defense, provided said teacher was performing his/her duties in accordance with state and federal rules, laws and regulations and the Board of Education's policies.
- C. Any case of threatened violence upon a teacher shall be, when deemed necessary, reported to the Administration who will advise the teacher of his/her rights and obligations with respect to such threatened assault and render assistance to prevent a recurrence of the episode.
- D. Any complaints, which are justifiable in the opinion of the Administration, directed toward a teacher shall be promptly called to the teacher's attention for clarification. A teacher shall be notified of a complaint from an outside source if that complaint will result in disciplinary action to the teacher.
- E. Any and all disciplinary action shall be for just cause. This shall not apply to the non-renewal of a probationary teacher.
- F. The Board will establish a fund, not to exceed a total of six hundred (\$600) dollars in any school year, for loss or damage or destruction while on duty in the school of personal property of a kind normally worn or brought into the school building, when the teacher has in no way been negligent, to the extent that such loss is not covered by any insurance. The term "personal property" shall not include cash in any form. The terms "loss", "damage" and "destruction" shall not cover the effects of wear, tear and/or use. Teachers who bring personal property into school for classroom use will be reimbursed for damage or loss or destruction only if permission is received in writing from the principal to bring such property into school. The amount of liability accepted by the school must also be indicated in writing, not to exceed the amount mentioned above.
- G. All teachers shall be entitled to have a representative of the Association present during any disciplinary action by any Administrator when the teacher feels such representation is necessary.
- H. The Board agrees to furnish each teacher a copy of the rules, regulations and policies which the teacher is expected to enforce and/or follow. The Board will further agree to provide each teacher a copy of any changes and/or modifications thereto.

- I. All visitors to the classroom are expected to have the approval of the principal. Teachers shall be notified by the principal when visitors are approved. The district shall place signs at all entrances to the school buildings directing visitors to the school office. The administration will not permit visitors to disrupt the learning process. Visitors will not be permitted to film or tape record the class without the approval of the teacher and principal.
- J. The parties recognize the importance of a proper learning environment. To this end the parties agree to jointly work to reduce unauthorized presence in District buildings. The Board will take steps to inform visitors to sign in at building offices, provide suggestions and advice to teachers in dealing with the problem through either staff meetings or professional development time, and work to develop a system of accountability.

The teachers, an important link in this process, will provide hall supervision before and after school and during passing periods.

#### **ARTICLE X – SCHEDULES, HOURS AND ASSIGNMENTS**

- A.
  1. The school calendar shall consist of one hundred eighty-eight (188) work days for new teachers and one hundred eighty-seven (187) teacher work days for returning teachers. There shall be the equivalent of one hundred eighty-three (183) student session days, four (4) teacher work days, two (2) of which shall be before the first student day, and one (1) day of orientation for new teachers. Teacher in-service shall be provided within the 183 student session days. The parties agree that we will do whatever is necessary to meet at least the 548 hour requirement for kindergarten and 1,098 hour requirement for all other grades at no additional cost to the District unless the District decides otherwise. Teachers may be required by the Administration to work two (2) evening conference sessions. If so, the following Friday afternoons shall be used for conferences when parents request it and only if other satisfactory arrangements cannot be made.

Beginning with the 2000-2001 school year there shall be the equivalent of one hundred eight-three (183) student session days, four (4) teacher work days, two (2) of which shall be before the first student day. There is one (1) additional day of orientation for new teachers. Beginning with the 2000-2001 school year, attendance on the teacher work day in January shall be optional provided a teacher has completed all of his/her obligations for the first semester.
  2. The planning and conducting of the in-service education of all professional teaching staff will be implemented by the following process:
    - North Central Accreditation Committee will bring ideas to the Community and School Advisory Group.
    - Recommendations are then brought to the Labor Management CommitteeRecommendations are then brought to the Board of Education for final approval.

- B. Changes in working hours are subject to change by mutual consent of both parties.
1. The normal work day for teachers shall not exceed seven (7) hours and twenty-five (25) minutes per day.
  2. Within the 7 hour and 25 minute teaching work day, each teacher (K-12) shall be guaranteed to a thirty (30) minute uninterrupted lunch hour, at least a forty-five (45) minute continuous conference/planning period or a normal class period whichever is greater and at least 35 minutes continuous conference/planning period for reduced days within the student instruction day. Teachers shall report to their assigned station fifteen (15) minutes prior to the beginning of the regular student day and shall remain at the assigned station at least fifteen (15) minutes after the last class of the day. Exception to those regulations shall be only with the permission of the building administrator. Flexibility within this Article shall be limited to the maximum seven (7) hour and twenty-five (25) minute teacher work day. On a half day the conference/planning period cannot be guaranteed. Elementary staff will put together a proposal to increase elementary preparation time. That proposal will be forwarded to the District L & M Committee by October 1, 2003. The L & M Committee shall attach its recommendation and forward it for the school Board to consider at its regular October meeting.
  3. Excluding "early bird classes" and absent split sessions, classes will not start prior to 7:15 AM nor extend beyond 4:15 PM.
  4. If an extended day becomes necessary, then every attempt will be made to make the assignments consecutive. However, if this is not possible, the vacant period will be used in the same manner as the post-school period for that day will be dropped.
- C. All teachers shall be entitled to a duty-free uninterrupted lunch period no less than thirty (30) minutes. The remainder of the lunch period may be assigned duties on a rotating basis.
- D. Teachers shall not be responsible for supervising lunch recess. Teachers may at the teacher's option take their class on a recess break of not more than twenty (20) minutes per day.
- E.
1. Recognizing the importance of maintaining a reasonable pupil-teacher ratio, the parties agree that every reasonable effort will be made to maintain a 25-1 ratio in K-5; a 30-1 ratio in 9-12; and state guidelines in special services; music and physical education classes are excluded from the ratios. In figuring ratios, only classroom teachers in each category (K-5, 6-8, 9-12, and special services) will be used. Every effort will be made to keep the number of pupils per day for a teacher with five (5) teaching periods from exceeding one hundred fifty (150) and a teacher with six (6) teaching periods from exceeding one hundred eighty (180) pupils.
  2. A committee shall be established consisting of two (2) administrative representatives and two (2) teachers. The committee shall meet when class sizes have been determined after the beginning of each marking period/quarter. Complaints concerning class sizes will be dealt with at that time. This committee shall make every reasonable effort to settle class size questions. Some possible solutions may include, but are not limited to:

- a) Rotating teachers of like qualifications in like stations, i.e. reassigning staff (see Article VII - TRANSFERS);
  - b) Curriculum adjustments;
  - c) Involving teachers in scheduling and rescheduling or assigning and reassigning of students;
  - d) Distributing or redistributing loads equitably by level, subject, quarter, or semester;
  - e) Employing additional professional staff or the employment of aides, at the discretion of the Board. The recommendation of the committee shall be reduced to writing, with the Board and the Association representatives each receiving a copy.
- F. Teachers will not be responsible for clerical work in regard to lunch.
- G. Each teacher at the middle School and Senior High School level will be expected to sponsor either a class or a club or to assist in the operation of two (2) athletic events, plays, concerts, or recreation nights as part of his/her contractual duties.
- H. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned outside the scope of their teaching competency for more than one (1) consecutive year except by mutual consent.
- 1. Tentative teaching assignments for the ensuing school year shall be tendered to the teacher prior to the end of the current school year. The tentative assignment shall include at the elementary, the grade level(s); at the 6-12 level, the subject(s) to be taught. Changes in assignments shall only be made after the person has been notified in writing.
  - 2. New personnel shall be assigned as soon as possible after they are employed.
- I.
- 1. The date of regular faculty meetings shall be established prior to the start of each semester for faculty meetings to be held two (2) times per month. All faculty members will attend said meetings for their entire length unless excused in advance by the Building Administrator or immediate supervisor. Faculty meetings shall be held after school or at times agreed to by the faculty of a building and the administrator. The Administration shall endeavor to keep meetings to no more than thirty (30) minutes in duration. In the event ending the meeting within thirty (30) minutes necessitates a continuation on another date, the staff will be given the option of continuing or returning another day. Special meetings may be called at the discretion of the Administrator. An agenda will be published prior to regular faculty meetings and may be announced prior to or at special meetings. Teachers wishing to have items placed on the agenda must notify the Administrator prior to the meeting. Meetings will not be unnecessarily prolonged.
  - 2. A schedule of weekly district activities will be published each Friday.
  - 3. On the first work day, the Administration shall endeavor to keep staff meeting(s) time to under three (3) hours.
- J. In scheduling of students, the teaching staff shall have input by department or level with regard to specific courses to be offered, the number of sections, the use of prerequisites, the possible use of arena scheduling, etc. To achieve optimal class groupings, class lists will be recommended by the prior year teachers for the elementary grades based on the criteria distributed by the

- principal. The principal will then review the lists, make modification, and assign the teacher to the appropriate class.
- K. Those teachers assigned to the Hartley Nature Camp who spend two and one-half (2 ½) days with the students at said camp shall have the equivalent one and one half (1 ½) days of compensatory time. Compensatory time is to be pro-rated at the same ratio if the length of camp differs from two and one half (2 ½) days.
- L. The (2) or three (3) vacation days scheduled in April and/or May, as per negotiated calendar, shall be used to make up school cancellations which exceed those allowed and defined by the State of Michigan as "Act of God Days", Required make-up days shall begin with the second scheduled vacation day, then the first scheduled vacation day and the third scheduled vacation day. If it becomes necessary to make up more than the two (2) or three (3) days allotted above, the scheduling of additional days shall be negotiated with the Association prior to May 1<sup>st</sup>. If no agreement is reached, the days will be added to the end of the year.
- M. The school psychologists, social workers, teacher consultants, coordinators, curriculum resource specialists, and adaptive physical education teachers shall have their schedules altered to accommodate certain meetings. This shall occur in the following priority:
- 1) Altered schedule on said meeting day not to exceed a normal working day.
  - 2) Compensatory time is mutually agreed upon days as close as possible to the scheduled meeting date.
  - 3) In the event that steps 1 and 2 above cannot be implemented, those individuals shall be given compensation when they are required by the Administration to attend more than fifteen (15) hours of EPPC, IEP and/or IEPC meetings beyond the normal seven and one-half (7 ½) hour work day in a quarter. The compensation rate shall be the teacher's per diem rate, pro-rated by the hour.
- N. Classroom teachers shall be notified at least five (5) days in advance of any I.E.P.C. meeting, provided the Administration is aware of said meeting seven (7) days in advance.

#### **ARTICLE XI – COMPENSATION**

- A. Annual salaries shall be computed from Appendix A attached hereto, which is incorporated in and made part of this Agreement.
- B. Teachers required to drive personal automobiles in the course of their employment or otherwise using their automobile in service to the district shall be reimbursed twenty-five (\$.25) cents per mile, or the Board adopted rate, whichever is higher. The district shall provide one form on which all personnel shall file for reimbursement.
- C. PAYROLL PROCEDURES
1. Payroll checks will be issued bi-weekly to all teachers, except as elsewhere provided.
  2. Contractual salaries will be divided by twenty-two (22) to determine the gross bi-weekly amount except those teachers who request a division of twenty-six on appropriate forms furnished by the Administration. Employees may change from twenty-six (26) pays to a lump sum payoff if



- requested by May 19<sup>th</sup>. Payment shall be made to employees less withholding tax and any other tax required by federal, state, or local governmental agencies.
3. Teachers shall have the right to have deductions from their pay for city income tax, the credit union and annuities. One company, mutually agreed upon, will handle the distribution of annuity funds.
  4. Deduction of membership dues shall be made beginning in September. The Association shall inform the School Board at the beginning of each school year as to the total amount of said dues and the monthly deduction.
  5. Any subsequent change initiated in writing by the teacher will be billed to the teacher at the rate of \$1.00 per item change. Any change for which the School Board is legally responsible shall be paid by the School Board.
  6. If a teacher who is absent on account of sickness, leave of absence for any other reason does not have sufficient earnings due him/her for that period, no deduction shall be made. The Association will arrange collection of dues for that period directly with the teacher.
- D. The School Board will provide an insurance policy without cost to the teacher for public liability and accident coverage in an amount of not less than one million (\$1,000,000) dollars for each accident in the course of their work as provided for in the policy, until determined unnecessary by legislative, executive or judicial branches of state or federal government.
- E. Teachers who are requested to attend workshops, seminars, conferences, or district study committees requested by the administration or similar events suggested by the teacher and approved by the Superintendent or designee during regularly scheduled vacation periods will be paid according to the Schedule B hourly rate for "Approval Conferences during vacation periods".
- F. If a teacher shall teach more than the normal teaching load as set forth in this Article X – SCHEDULES, HOURS AND ASSIGNMENTS, he/she shall receive additional compensation at the rate of eight (8%) percent of his/her yearly salary per full semester, four (4%) percent of yearly salary per full quarter. (Partial quarter's work, as described in this Article, will not be compensated.) Teachers who teach "block schedules" shall be paid eight percent (8%) if they teach an overload for both the "A" and "B" schedules. Teachers teaching only the "A" or the "B" schedule shall be paid four percent (4%) overload.
- G. In the event the Board closes the schools and lays off all its employees, it is understood that there is no obligation to pay the balance of the salary listed above, salaries being pro-rated based on the time worked, but all fringe benefits will continue to the end of the semester.
- H. Beginning with the 1999-2000 school year, the Board may elect to grant outside teaching experience for salary schedule placement not to exceed ten (10) years of credit. Any grant of experience credit shall be based on actual teaching experience in any school district accredited by a recognized accrediting agency which is recognized by the State of Michigan. The administration may give a new teacher a ½ step experience credit.
- I. Special education and speech correctionist in the Carrollton system who were hired for the 1971-72 school year will receive seven (7%) percent of Bachelor's scale in addition to their regular index. These teachers will continue to receive the seven (7%) percent as long as they remain continuously employed in the Carrollton School system. However, any teachers hired after the 1971-72 school year will not receive the extra seven (7%) percent.

- J. Coordinators receive pro-rated salaries for work before and/or after the school year, unless specified elsewhere.
- K. Student-teacher fees given to the school district by universities or colleges which are intended to go to the teacher will be given to the teacher.
- L. In the event the Board of Education shall consider a Department Head Program, the Association will be given an opportunity to express its recommendations concerning qualifications and responsibilities. The compensation, if any will be bargained with the Association.

#### **ARTICLE XII – COMPENSABLE LEAVES OF ABSENCE**

- A. In the event that an employee is disabled through an injury or illness covered by Worker's Compensation, the employee must use his or her sick days, and the teacher's sick days shall be reduced proportionately so as to provide one hundred (100%) percent pay in coordination with Worker's Compensation Insurance. The employee may elect to reserve ten (10) sick days to be used upon return to work.
- B. All teachers shall receive sick leave credit at the rate of twelve (12) days per school year and the full allowance for each year shall be credited at the beginning of each year. Unused sick leave shall be cumulative to one hundred thirty-five (135) days. In the event that the administration believes an unacceptable attendance pattern is developing, a conference shall be held with the teacher and, at the teacher's option, an Association representative. If the results of the conference are satisfactory, no further action will be taken at that time. If the Administration is dissatisfied with the result of the conference, the teacher will be notified in writing that for the duration of the school year or if the pattern overlaps school years (specific time stated), all future sick days must be supported with a doctor's statement.
  - 1. Any bargaining unit member who has not reached the 135 sick day maximum and has used only three (3) or less days of personal or sick leave will receive \$50.00 for each remaining day not to exceed \$300.00. Any unit member who utilizes more than three (3) days and has not reached the 135 maximum will not be eligible for the \$50.00 per day pay out. All teachers will have their remaining days accumulate toward the 135.
  - 2. Teachers who have reached the 135 day maximum will receive \$50.00 for each unused sick day beyond 135 that was not used in a particular year. This payment cannot exceed \$400.00.
- C. Any teacher who does not complete his contract year will have his/her cumulative sick leave tabulated in proportion to the unexpired school calendar. Excessive sick days that have been used will be deducted at this current contract rate.
- D. Any teacher whose personal illness extends beyond the period compensated shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness up to one (1) year. Extensions may be granted at the discretion of the Board of Education. Upon return from leave, a teacher shall be assigned to the same position, or a substantially equivalent position, if available. In order to return from leave, a written notice shall be given thirty (30) days in advance of return. The granting of such leave shall not interrupt seniority for purpose of layoff and recall only.

- E. Leaves of absence with pay, chargeable against the teacher's allowance, shall be granted by the building principal if the following conditions exist:
1. Personal illness, accident or injury, the teacher may use all or any portion of his or her accumulated sick days to recover from his or her own illness, accident or injury. (Intentional and/or voluntary disabilities are excluded).
  2. Illness in the immediate family (define immediate family as the teacher, spouse, child, mother and father, and also included is anyone else living in the same household as the teacher), three (3) days per illness; additional time may be granted by the building principal.
  3. Three (3) days when emergency family illness requires the teacher to make arrangements for necessary medical or nursing care. The immediate family is defined as spouse, child, father, mother, brother, sister, grandparents, grandchildren of employee or spouse. Additional time may be granted by the building principal.
  4. Death in the immediate family, the teacher may take a maximum of three (3) days per death. Additional time may be granted by the building principal. The immediate family shall be defined as spouse, child, father, mother, brother, sister, grandparents, grandchildren of employee or spouse.
  5. Attendance at a ceremony awarding a degree to the staff member providing the institution requires attendance.
  6. Teachers may request one (1) day of their sick leave allowance for personal business which cannot normally be handled outside school hours, such as, but not limited to, medical, dental, legal, banking appointments, college graduations or funerals. Application for such absence must be made in writing stating the reasons for such absence and the request is subject to approval of the Principal. The request must be made three (3) days in advance of the date requested except in the case of emergency. Personal leave will not be granted the day immediately preceding or the day immediately following a holiday vacation period or the first or last day of the school year. In case of extreme hardships, exceptions may be made by the Building Principal.
    - a.) Teachers requesting time provided under the provision, above shall receive a prompt response within no more than twenty-four (24) hours following receipt of the request by the building principal.
  7. Upon three (3) days advance notice, teachers may request four (4) personal days to be deducted from their sick leave for any reason. If, for any reason, 15% of the regular teachers in grades K-5 or 6-8 or 9-12 are absent, this clause cannot be invoked for that particular group. This section will be subject to the grievance procedure if the personal day is denied.
    - a.) Teachers requesting time provided under the paragraph above shall receive a prompt response within no more than twenty-four (24) hours following receipt of the request by the building principal, provided, however, time requested before and after holidays, vacations, breaks, the first and last days of school is excluded and shall only be responded to after attempts are made to locate sufficient substitutes.
  8. To the extent that absence from work is compensated by Worker's Compensation, a teacher absent from work because of mumps, scarlet

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- fever, measles or chickenpox shall not be charged with sick leave, if the disease causing such absence is shown to be present in the school at the time contracted by said teacher. To the extent that any absence not compensable by Worker's Compensation, sick leave may be used.
- F. Leaves of absence with pay, not chargeable against the teacher's allowance, shall be granted by the building principal for the following reasons:
1. An employee who serves on jury duty shall be paid the full amount he/she would have earned for each day in which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work up to a limit of sixty (60) days in any one school year, provided the employee turns over to the employer the amount received for jury duty on the days when the employee would have otherwise been undertaking regular assigned work in the district.
  2. Approved visitation at other schools or for attending educational conferences, including association educational conferences, which have been approved in advance by the teacher's principal. If the Board approves a conference but does not elect to reimburse any portion of said conference, a teacher may be permitted to go to the conference at his/her expense and the Board will not deduct the day or charge the teacher for the substitute.
  3. Time necessary to take the selective service physical examination, not to exceed two (2) days. There may be exceptions to this.

#### **ARTICLE XIII - NON-COMPENSABLE LEAVES OF ABSENCE**

- A. Leaves of absence, with increment but without pay, shall be granted upon application by April 15<sup>th</sup> for the following purposes: (the Superintendent may grant a later application.)
1. Study related to the teacher's certificate/licensed field of study or to meet eligibility requirements for a certificate/endorsement/license other than that held by the teacher.
  1. Study, research of special teaching assignment involving probable advantage to the school system.
  2. Full-time participation in the Peace Corps, up to a maximum of two (2) years.
  3. Sabbatical leaves will be granted for a period of one (1) year. Total shall not exceed five (5%) percent of the staff per any one year.
- All requests listed in 1, 2, 3 and 4 above must be made in writing on the form provided by the administration with all necessary information included. All requests listed in 1, 2, 3 and 4 above are subject to the approval of the Superintendent of Schools. The granting of such leave shall not interrupt seniority for purposes of layoff and recall only.
- B. Leaves of absence without pay or increment shall be granted upon application for the reasons stated in 1,2,3 and 4 below, and the teacher shall be returned to the same or similar position, if a vacancy exists. Application to return from one of the leaves mentioned in 1,2,3 and 4 below shall be filed with the Superintendent's office no later than March 15<sup>th</sup> preceding the September in which the teacher wishes to return, and no later than November 1<sup>st</sup>, if he/she wishes to return at the beginning of the second semester. The granting of such leave shall not interrupt seniority for purposes of layoff and recall only.

1. A leave of absence for up to twelve (12) months without pay shall be granted to any teacher for the purpose of child care. Said leave shall commence upon the request of the teacher or his/her doctor. The leave request must specify the intended date of return. Reinstatement shall be to the teacher's former position or a similar position. The leave may be extended at the discretion of the Board of Education. In the event of a miscarriage or death of the object child of the leave of absence, the leave may be terminated upon the request of the teacher within thirty (30) days advanced notice. The granting of such leave shall not interrupt seniority for the purposes of layoff and recall only.
2. Officers of the Teachers' Association or those appointed to its staff, shall upon proper application and/or ninety (90) days notice, be given leave for the period of one (1) contract year for the purpose of performing duties for the Association.
3. Elected officials to a public office shall be granted leave by semester to serve in that public office, limited for no longer than two (2) years after the leave is granted.
4. Because of mental or physical illness, it may sometimes be necessary for the Board to place a teacher on involuntary sick leave. In such cases, the Board may, at its own expense, require a teacher to submit to a mental or physical examination by an appropriate specialist or specialists to determine whether involuntary sick leave is warranted. To assist the Board in determining whether a teacher should be required to submit to such an examination, a committee is hereby established consisting of the Superintendent of Schools, the principal of the building concerned and the President of the C.E.A. This Committee will be convened in closed session at the call of the Superintendent of Schools, shall consider the reasons for or against requiring a mental or physical exam of the teacher concerned and shall report back to the Board its findings in executive session. Any teacher whose personal illness extends beyond the period compensated by sick leave will be granted a leave of absence without pay or increment for such time as is necessary for complete recovery to a maximum of one (1) year. Further extensions may be granted at the will of the Board. Upon return from the leave, a teacher may be assigned to the same or similar position providing a vacancy exists.
5. A voluntary general purpose leave may be granted for a period of up to one (1) year upon application by the teacher and approval of the Board of Education. Seniority shall continue to be credited; however, increment credit shall not be granted. A teacher returning from a general purpose leave shall be returned to the same or similar position (in line with seniority at the expiration of the leave). Upon the teacher's or Board's request and their mutual agreement, the leave may be extended yearly, thereafter, for up to a total of five (5) years.
6. A voluntary part-time leave may be granted for a period of one (1) year upon application by the teacher and approval of the Board of Education. Application for this part-time leave shall be made no later than April 15 to the Superintendent. While the teacher is employed on a part-time basis full seniority and increment shall be granted. The teacher shall receive pro-rated compensation, and benefits as stated in Article XVIII – FRINGE BENEFITS, (A) (last sentence) for a "less than full time employee". Upon return from the part time leave the teacher shall be returned to the same

or similar position. Upon the teacher's request to the Board and their mutual agreement, the part-time leave may be extended yearly thereafter for up to a total of five (5) years. Notification of return to full time or requests for an extension of the part-time leave shall be made no later than March 15 to the Superintendent.

#### **ARTICLE XIV – VACANCIES AND PROMOTIONS**

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

#### **ARTICLE XV – PROFESSIONAL IMPROVEMENT**

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

#### **ARTICLE XVI – LAYOFF AND RECALL**

- A. LAYOFFS:
  - 1. Definitions:
    - a. Certified: A teacher holding a State of Michigan recognized valid teaching certificate or certification accepted or approved by the Michigan Department of Education. A teacher will be considered certified for only those areas listed on his/her teaching certificate or certification accepted or approved by the Michigan Department

- of Education and any additional areas a college or university verifies as of November 10<sup>th</sup> or March 10<sup>th</sup> of each year.
- b. Major(s), Minor(s) and Endorsement(s) are those subject areas denoted as such on the teaching certificate as of March 10<sup>th</sup> and November 10<sup>th</sup> of each year.
  - c. Seniority List: A list of bargaining unit members (active and laid off) based on length of teaching service in this district and including the following information:
    - 1) Majors\Minors\Endorsements
    - 2) Degrees\Certification
    - 3) Hire Date
    - 4) Tenure\Probation
    - 5) Status (teaching, layoff, leaves)
  - d. The Association will be given a copy of the master class schedule each year.
  - e. Seniority shall be based upon the date the employee signed his/her contract and has been continuously employed minus any leave time during which seniority did not accumulate.
2. Procedure:  
In the event of a layoff, the following procedures shall be followed:
- a. Pool: There shall be three (3) pools:
    - 1) K-8 – Reductions from this pool shall be by seniority in the district according to qualifications listed below.
    - 2) 9-12 – Reductions from this pool shall be by seniority in the district in major and minor fields and according to qualifications listed below.
    - 3) Special Education
      - a) Reductions in special education classrooms and other teaching certified positions shall be by seniority and qualifications in the district.
      - b) Reductions in non-teaching and non certified special education and ancillary services shall be by seniority and qualifications in the district.
  - b. A district-wide seniority list of bargaining unit member shall be established and agreed upon between the parties within thirty (30) days of the signing of this contract. The contract date which controls length of service shall be the earliest contract commencing a period of continuous employment, including authorized leaves, to the date of such reduction. The Association will be notified of any subsequent change in the seniority list as soon as they become known.
  - c. The Administration shall first establish its tentative curriculum and staffing requirements. These requirements shall be communicated to the C.E.A. president in the form of class schedules and assignments prior to notification of layoff. Documents used to arrive at staffing requirement shall be included. Any subsequent change in curriculum and/or assignments may alter the Association's position in item letter (m) below.
  - d. Position shall be filled by seniority and qualifications, beginning with the most senior teacher in the pool concerned, and shall

- result in the retention of the most senior members of the bargaining unit certified and qualified for the positions within the pool.
- e. Lottery: When two or more teachers within a pool have the same seniority, their position on the seniority list shall be determined by drawing lots. Association and Board representatives shall conduct the lottery and the results shall be written down and signed. Teacher involved shall be provided with an opportunity to be present.
3. Qualifications:
- a. Qualifications for bi-lingual have been established by the Board of Education. The Board of Education shall have the discretion to adopt qualifications for new positions.
  - b. Qualifications for existing classroom positions are as follows:
    - 1) Qualifications in K-6 shall be state certification.
    - 2) Qualifications in 7-8 shall be:
      - a) Assignments in the teacher's major or minor or state endorsement; or
      - b) Having taught three (3) years in a specific subject area, provided the teacher works towards acquiring a major or minor or state endorsement at the rate of five (5) semester credit hours per year; or
      - c) Having taught seven (7) years or more in the specific subject area in Carrollton Public Schools; or
      - d) Having at least eight (8) semester hours in a subject area, provided the teacher works toward acquiring a major or minor or state endorsement at the rate of five (5) semester credit hours per year.
      - e) Previous assignments and additional credits will be given consideration.
    - 3) Qualifications in 9-12 shall be:
      - a) Assignment in the teacher's major or minor or state endorsement or six (6) semester hours in a specific subject area, the six (6) semester hours may be waived by the Superintendent; or
      - b) Having taught three (3) years in the specific subject area, provided the teacher worked toward acquiring six (6) semester credit hours in the specific subject area, at the rate of three (3) per year, or
      - c) Having taught seven (7) years or more in the specific area in Carrollton Public Schools
      - d) Previous assignments and additional credits will be given consideration.
    - 4) When classes are not reasonably available, i.e. not offered within fifty (50)) miles of Carrollton Public Schools after the end of the school day, exception will be made. The institutions and locations covered by this paragraph shall include, but will not be limited to the following: Saginaw Valley State University, Delta College, Central Michigan



- University, Northwood Institute, and extension classes offered by any recognized institution in Saginaw, Flint and Bay City.
- 5) Teachers must enroll for the necessary credit hours at sometime during the ensuing school year.
4. Conditions:
- a. Probationary teachers shall not be retained or hired in a pool where a tenured teacher, on staff or on layoff, is certified and qualified for the position concerned and accepts the position offered.
  - b. A teacher accepting a position within the school system, but outside the bargaining unit, shall have his/her teaching service frozen from the time he/she left the bargaining unit. Should the person return to the bargaining unit, he/she will again begin to accrue seniority.
  - c. Thirty (30) days notice shall be given prior to discontinuance of service whenever possible.
  - d. Teachers laid off shall not have their length of service broken and shall accumulate seniority. Sick leave shall be frozen for use upon return.
5. Recall:
- a. Recall shall be to the pool from which the bargaining unit member was laid off based upon seniority, qualifications and certification. Recall shall be in reverse order of layoff based upon seniority, qualifications and certification. The most senior laid off bargaining unit member within a pool, who is certified and qualified for a position, will be recalled to that position. If recall to a pool is exhausted, then laid off teachers from the remaining pools who possess the proper qualification and certification shall be offered recall by seniority to the aforementioned pool prior to the hiring of new employees. If a teacher taught in two or more pools, he/she will be considered to be in the pool in which he/she spends the majority of his/her teaching time.
6. Miscellaneous Conditions:
- a. Copies of the list of "layoff" and "recall" correspondence will be sent to the president of the C.E.A.
  - b. The Association shall review the layoff proposal prior to formal adoption. The Association shall notify the Employer, in writing, within fifteen (15) days of receipt of the proposal that:
    - 1) The Association agrees with the proposal according to the information provided by the employer at the time; or
    - 2) The Association will specify, in writing, the changes necessary to obtain the endorsement of the Association, according to the information provided at the time.
  - c. An employee who fails to report for work upon notice of recall from layoff shall have his/her seniority terminated. Notice of recall shall be sent by registered letter to the

employee's last known address. It shall be the responsibility of the individual teacher to keep the Board informed as to his/her correct address. Any employee who fails to report upon receipt of recall notice shall be recorded as an involuntary quit except that if the employee is teaching in another school system, the employee must report as soon as he/she completes or is released from his/her contract or if the employee is sick or pregnant, they will be placed on leave until they are able to return. Seniority shall also be terminated in the event of resignation, quit, or discharge.

- d. If the procedure results in any part-time positions, the teachers so affected will receive proportionate salary and fringe benefits and will accrue seniority at the same rate as full-time teachers.
- B. The Board will not lay off existing staff as a result of entering into a performance contract.

#### **ARTICLE XVII- MISCELLANEOUS PROVISIONS**

- A. Copies of the Agreement shall be printed at the expense of the School Board and presented to all teachers now employed or hereafter employed by the School Board.
- B. No contract shall be submitted to a teacher for his/her signature until the contract has been signed by the School Board or its representative.
- C. A joint Labor and Management Committee shall be established. A maximum of six (6) representatives for each party shall be allowed unless the parties mutually agree to have additional representatives at the meetings. The committee shall meet once a month during the school year. The committee shall meet to discuss any problems not presently the subject of any grievances.
- D. The parties will confer from time to time for the purpose of improving the selection and use of educational tools, and the Board will undertake to implement all joint decisions made by its representatives and the Association. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- E. If any portion of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

#### **ARTICLE XVIII - FRINGE BENEFITS**

##### **PAK A Participants 2003-2004**

- A. The School Board agrees to pay for MESSA PAK insurance for each member of the Association. MESSA PAK A (for employees electing health insurance) includes health (Super Care I including \$5,000 Basic Term life, \$5/\$10 Rx Co-Pay, \$100/\$200 Deductible) Long-Term Disability (60%), \$2,500 maximum, 130 Calendar Days-Straight Wait, Pre-Existing Condition Waiver, Freeze on Offsets,

Maternity Coverage, Alcohol/Drug, Mental/Nervous, Waiver of Health Premium; Negotiated Life (\$45,000 AD & D); Vision (VSP-3); Dental (80/80/80/80: \$2,000 \$1,300 Class I, II, and III).

MESSA PAK Plan B (for employees not electing health insurance) includes: Long-Term Disability (Same as Plan A); Negotiated Life (\$50,000 AD & D); Vision (VSP-3 Plus); Dental (Same as Plan A) and one thousand (\$1,000) dollars cash in lieu of premiums paid pursuant to a valid IRS Section 125 Cafeteria Plan.

Employees working at least half time but less than full time will be eligible for their choice of one of the following options:

- a. Health Insurance
- b. MESSA Plan B – without the \$1,000 cash
- c. \$1,000 cash in lieu of premiums

Teachers shall be provided increased vision, orthodontics, wellness, and hearing aid coverages/riders, the premium costs of the increased benefits for Pak A or B (whichever people choose) to be paid for by payroll deduction using pre-tax dollars. Employees choosing Pak A are expected to pay for the difference between VSP II and VSP III, the increased Orthodontia from \$1,000 to \$2,000, the Abortion, Wellness and Hearing Aid riders. Employees choosing Pak B are expected to pay for the difference increase Orthodontia from \$1,000 to \$2,000 and VSP III to VSP III Plus.

All insurance deductions shall be made on a pre tax basis pursuant to an IRS Section 125 Plan.

#### **PAK A Participants 2004-2005**

- A. The School Board agrees to pay for MESSA PAK insurance for each member of the Association. MESSA PAK A. (for employees electing health insurance) includes health (Super Care I including \$5,000 Basic term Life, \$5/\$10 Rx Co-Pay, \$100/\$200 Deductible); Long-Term Disability (60%), \$2,500 maximum, 130 Calendar Days-Straight Wait, Pre-Existing Condition Waiver, Freeze on Offsets, Maternity Coverage, Alcohol/Drug, Mental/Nervous, Waiver of Health Premium; Negotiated Life (\$45,000 Ad & D); Vision (VSP-3); Dental (80/80/80: \$2,000 \$1,300 Class I, II and III). MESSA PAK Plan B (for employees not electing health insurance) includes: Long-Term Disability (Same as Plan A) and one thousand (\$1,000) dollars cash in lieu of premiums paid pursuant to a valid IRS Section 125 Cafeteria Plan. Employees working at least half time but less than full time will be eligible for their choice of one of the following options:

- a. Health Insurance
- b. MESSA Plan B – without the \$1,000 cash
- c. \$1,000 cash in lieu of premiums

PAK A participants shall pay forty dollars (\$40.00) per month which includes costs for all riders.

All insurance deductions shall be made on a pre-tax basis pursuant to an IRS Section 125 Plan.

#### **PAK A Participants 2005-2006**

- A. The School Board agrees to pay for MESSA PAK insurance for each member of the Association. MESSA PAK A. (for employees electing health insurance) includes health (Super Care I including \$5,000 Basic term Life, \$5/\$10 Rx Co-Pay, \$100/\$200 Deductible); Long-Term Disability (60%), \$2,500 maximum, 130 Calendar Days-Straight Wait, Pre-Existing Condition Waiver, Freeze on Offsets, Maternity Coverage, Alcohol/Drug, Mental/Nervous, Waiver of Health Premium;

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Negotiated Life (\$45,000 Ad & D); Vision (VSP-3); Dental (80/80/80: \$2,000/\$1,300 Class I, II and III). MESSA PAK Plan B (for employees not electing health insurance) includes: Long-Term Disability (Same as Plan A) and one thousand (\$1,000) dollars cash in lieu of premiums paid pursuant to a valid IRS Section 125 Cafeteria Plan. Employees working at least half time but less than full time will be eligible for their choice of one of the following options:

- a. Health Insurance
- b. MESSA Plan B – without the \$1,000 cash
- c. \$1,000 cash in lieu of premiums

PAK A Participants shall pay fifty dollars (\$50.00) per month which includes costs for all riders.

All insurance deductions shall be made on a pre-tax basis pursuant to an IRS Section 125 Plan.

Spouses, when both are members of the Association, may not both choose Plan A of the MESSA PAK.

- B. The Board of Education agrees to pay an additional cost for any teacher whose dependent children are eligible for extended coverage.
- C. If any employee covered by this agreement leaves the school system for any reason before the end of the school year, his/her insurance terminates on the day of leaving. If an employee terminates his/her employment at the end of the school year his/her insurance will be maintained through the month of August. Employees leaving the District for employment elsewhere must notify the District at the time confirmation of other employment is secured at which time the District will attempt to co-ordinate insurance coverage with the new employer. Employees remaining in the District shall have continuous coverage.

#### **ARTICLE XIX – PROCEDURE FOR APPEAL OF STUDENT GRADE**

- A. The superintendent, a board member, assistant superintendent, principal, assistant principal, guidance director, administrator, teacher or any other person shall not be permitted to change a grade given to a pupil by a teacher unless the grade change is made in compliance with the following procedure.
- B. DEFINITIONS – As used in this procedure, the following terms shall be defined as specified below.
  1. GRADE – The letter or numeric evaluation given a pupil by a teacher on any written or oral tasks or the composite letter or numeric evaluation given a pupil by a teacher for a grading period.
  2. STUDENT – A pupil enrolled in the school district who is eighteen (18) years of age or older or the parent(s) or legal guardian of a student who is under the age of eighteen (18) years.
  3. SUPERINTENDENT – The Superintendent of Schools for the school district or the person designated by the Superintendent to act on his or her behalf.
  4. REVIEW PANEL – A panel composed of two (2) administrators appointed by the superintendent and two (2) teachers appointed by the Carrollton Education Association (C.E.A.) prior to September 15 of each school year. The two (2) teacher members serving on a grade appeal panel shall be from the building within which the dispute arose, i.e. elementary, middle or high school. Therefore, the Association shall name two (2) teachers and an alternate from each building to serve on the grade

- appeal panel if needed. If the teacher member of the panel is the teacher whose grade is being appealed, the alternate will then serve on the panel.
- C. A student seeking a grade change shall submit to the principal within ten (10) school days after receipt of notice of the grade a written request for grade change stating the reasons for the proposed grade change.
1. Within five (5) school days of receipt of the request, the principal shall submit the request to the teacher and meet with the teacher to review the request.
  2. Within five (5) school days of the meeting, the teacher shall submit to the principal a written response to the request, unless the teacher concurs in writing with the grade change.
  3. The principal shall within five (5) school days of receipt of the teacher's response notify the student that the teacher has concurred and that the grade has been changed or provide the students with a copy of the teacher's response and inform the student that in order to seek further review the student must submit to the principal a written request for review by the review panel within ten (10) school days.
- D. Within ten (10) days of receipt of request for review by the review panel, the principal shall notify the teachers, the student and the review panel of the time, date and place of the review panel meeting, which meeting shall occur not less than seven (7) nor more than thirty (30) days after receipt of the request for review.
- E. The review panel shall meet at the time, date and place designated by the principal.
- F. At the review panel meeting:
1. The teacher shall state the reason for the grade, provide a copy of any written procedure pursuant to which the grade was determined and state the educational rationale for the grade.
  2. The student shall state the reasons for the request for the change. Such written information as may be deemed appropriate by the chair person will be accepted for review by the review panel.
  3. The student, the teacher and their advocates, if any, shall be excused.
  4. The review panel shall determine whether the grade as issued conforms to district policy and determine by majority vote whether or not to change the grade.
- G. The review panel shall reduce its decision to writing stating a brief summary of the reasons for its decision.
- H. The decision shall be communicated, in writing, to the teacher and the student as soon as practical.
- I. After the review panel renders a decision, an appeal may be made to the superintendent by either part no later than ten (10) school days after receipt of the notice of decision of the panel.
- J. The Superintendent shall review the decision upon any appeal in a timely manner. This review may include another hearing, a re-examination of documents, or any other procedure to insure a fair appeal. Should the Superintendent's decision be unsatisfactory to either party, an appeal to the Board of Education can be made within thirty (30) days after receipt of the Superintendent's decision.
- K. The Board of Education shall set a time, date and place to meet to hear the objections to the grade change. The teacher and student may be present at this meeting.

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- L. The Board shall rule on the appeal at an open meeting of the Board of Education but it shall not identify the student or teacher by name and it shall comply with the requirement of the Family Rights and Privacy Act of 1974, as amended, with regard to the confidentiality of student records.
  - M. The Board shall direct the Superintendent to furnish written notification to the teacher and the student of its decision which decision shall be final and binding on the teacher and the student.

**ARTICLE XX – DURATION**

This Agreement shall be effective as of August 20, 2002, and shall continue until August 19, 2006.

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

CARROLLTON  
BOARD OF EDUCATION

CARROLLTON  
EDUCATION ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Member of Bargaining Committee

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

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

**APPENDIX "A"**

**SALARY SCHEDULE 2002-2003**

STEP	BA	BA+20	MA	MA +15	EDS
1	30466	31151	33513	34057	35079
1.5	31106	31793	34217	34229	35256
2	31746	32447	34922	35488	36553
2.5	32413	33130	35655	35690	36761
3	33079	33810	36389	36978	38087
3.5	33774	34521	37151	37754	38888
4	34468	35231	37915	38532	39687
4.5	35192	35970	38712	39340	40521
5	35916	36711	39509	40149	41354
5.5	36673	37481	40338	40993	42222
6	37425	38251	41167	41835	43091
6.5	38210	39056	42033	42715	43997
7	38997	39859	42896	43593	44900
8	40633	41532	44697	45423	46785
9	42340	43277	46575	47331	48752
10	44118	45094	48532	49319	50799
11	45971	46989	50569	51391	52932
12	47902	48963	52693	53549	55155
13	49914	51019	54908	55798	57472
14	52010	53161	57213	58142	59886
15	54459	55666	59908	60881	62707
LONGEVITY	56093	57336	61705	62707	64587

Increase Steps 1-14 2%

Increase Step 15 2.5% - Longevity Step will be 103% of Step 15



**SALARY SCHEDULE 2003-2004**

STEP	BA	BA+20	MA	MA +15	EDS
1	31152	31852	34267	34823	35868
1.5	31806	32508	34987	34999	36049
2	32460	33177	35708	36286	37375
2.5	33142	33875	36457	36493	37588
3	33823	34571	37208	37810	38944
3.5	34534	35298	37987	38603	39763
4	35244	36024	38768	39399	40580
4.5	35984	36779	39583	40225	41433
5	36724	37537	40398	41052	42284
5.5	37498	38324	41246	41915	43172
6	38267	39112	42093	42776	44061
6.5	39070	39935	42979	43676	44987
7	39874	40756	43861	44574	45910
8	41547	42466	45703	46445	47838
9	43293	44251	47623	48396	49849
10	45111	46109	49624	50429	51942
11	47005	48046	51707	52547	54123
12	48980	50065	53879	54754	56396
13	51037	52167	56143	57053	58472
14	53180	54357	58500	59450	61233
15	55684	56918	61256	62251	64118
16-19 103% OF 15	57355	58626	63094	64119	66042
20-24 106% OF 15	59025	60333	64931	65986	67966
25 & Up 109% OF 15	60696	62041	66769	67854	69889

All Steps will increase 2.25%  
 Longevity:  
 Years 16 through 19 103% of Step 15  
 Years 20 through 24 106% of Step 15  
 Years 25 and up 109% of Step 15

**SALARY SCHEDULE 2004-2005**

STEP	BA	BA+20	MA	MA +15	EDS
1	31867	32585	35055	35624	36693
1.5	32538	33256	35792	35804	36878
2	33207	33940	36529	37121	38235
2.5	33904	34654	37296	37332	38453
3	34601	35366	38064	38680	39840
3.5	35328	36110	38861	39491	40678
4	36055	36853	39660	40305	41513
4.5	36812	37625	40493	41150	42386
5	37569	38400	41327	41996	43257
5.5	38360	39205	42195	42879	44165
6	39147	40012	43061	43760	45074
6.5	39969	40854	43968	44681	46021
7	40791	41693	44870	45599	46966
8	42503	43443	46754	47513	48938
9	44289	45269	48718	49509	50996
10	46149	47170	50765	51589	53137
11	48086	49151	52896	53756	55368
12	50107	51216	55118	56013	57693
13	52211	53367	57434	58365	59817
14	54403	55607	59846	60817	62641
15	56965	58227	62665	63683	65593
16-19 103% OF 15	58674	59974	64545	65593	67561
20-24 106% OF 15	60383	61721	66425	67504	69529
25 & Up 109% OF 15	62092	63467	68305	69414	71496

Increase all Steps 2.3%  
 Longevity Steps same as 2003-2004

SALARY SCHEDULE 2006-2007					
STEP	BA	BA+20	MA	MA+15	EDS
1	33,219	33,967	36,542	37,135	38,250
1.5	33,918	34,667	37,311	37,323	38,443
2	34,615	35,381	38,079	38,696	39,857
2.5	35,343	36,125	38,878	38,917	40,084
3	36,070	36,867	39,679	40,321	41,530
3.5	36,828	37,642	40,509	41,167	42,404
4	37,585	38,416	41,343	42,015	43,275
4.5	38,374	39,221	42,212	42,897	44,185
5	39,163	40,030	43,081	43,778	45,092
5.5	39,989	40,869	43,985	44,698	46,039
6	40,809	41,710	44,889	45,617	46,987
6.5	41,665	42,587	45,834	46,576	47,975
7	42,522	43,462	46,774	47,534	48,959
8	44,306	45,286	48,739	49,530	51,015
9	46,168	47,190	50,786	51,610	53,159
10	48,107	49,171	52,920	53,778	55,392
11	50,127	51,237	55,141	56,037	57,717
12	52,233	53,389	57,457	58,391	60,141
13	54,427	55,631	59,871	60,842	62,356
14	56,711	57,967	62,385	63,398	65,300
15	59,382	60,698	65,325	66,385	68,376
16-19	61,163	62,519	67,285	68,376	70,427
103% OF 15					
20-24	62,946	64,340	69,244	70,368	72,478
106% OF 15					
25 & Up	64,727	66,161	71,205	72,359	74,530
109% of 15					

Increase all Steps 1.9  
 Longevity Steps same as 2003/2004

SALARY SCHEDULE 2007-2008					
STEP	BA	BA+20	MA	MA+15	EDS
1	33,817	34,579	37,200	37,804	38,939
1.5	34,529	35,291	37,982	37,995	39,135
2	35,239	36,018	38,764	39,392	40,575
2.5	35,979	36,775	39,578	39,617	40,806
3	36,719	37,531	40,393	41,047	42,278
3.5	37,491	38,319	41,238	41,908	43,167
4	38,261	39,108	42,087	42,772	44,054
4.5	39,064	39,927	42,972	43,669	44,980
5	39,868	40,751	43,857	44,566	45,903
5.5	40,708	41,605	44,777	45,503	46,868
6	41,543	42,460	45,697	46,438	47,833
6.5	42,415	43,354	46,659	47,415	48,838
7	43,287	44,245	47,616	48,390	49,840
8	45,104	46,102	49,616	50,421	51,933
9	46,999	48,039	51,700	52,539	54,116
10	48,973	50,056	53,872	54,746	56,389
11	51,029	52,160	56,134	57,046	58,756
12	53,173	54,350	58,492	59,442	61,224
13	55,407	56,633	60,949	61,938	63,478
14	57,732	59,010	63,508	64,539	66,475
15	60,451	61,790	66,501	67,580	69,607
16-19	62,264	63,644	68,496	69,607	71,695
103% OF 15					
20-24	64,079	65,498	70,491	71,635	73,783
106% OF 15					
25 & Up	65,892	67,352	72,486	73,662	75,871
109% of 15					

Increase all Steps 1.8  
 Longevity Steps same as 2003/2004

**SALARY SCHEDULE 2005-2006**

STEP	BA	BA+20	MA	MA +15	EDS
1	32600	33334	35861	36443	37537
1.5	33286	34021	36615	36627	37726
2	33970	34721	37369	37974	39114
2.5	34684	35451	38153	38191	39337
3	35397	36180	38939	39569	40756
3.5	36141	36940	39754	40399	41613
4	36884	37700	40572	41232	42468
4.5	37658	38490	41425	42097	43361
5	38433	39284	42278	42962	44251
5.5	39243	40107	43165	43865	45181
6	40048	40932	44052	44766	46111
6.5	40888	41793	44979	45708	47080
7	41729	42652	45902	46648	48046
8	43480	44442	47830	48606	50064
9	45307	46310	49839	50648	52168
10	47210	48254	51933	52775	54359
11	49192	50282	54113	54992	56641
12	51259	52394	56386	57302	59020
13	53412	54594	58755	59708	61193
14	55654	56886	61222	62216	64082
15	58275	59566	64107	65147	67101
16-19 103% OF 15	60023	61353	66030	67101	69114
20-24 106% OF 15	61772	63140	67953	69056	71127
25 & Up 109% OF 15	63520	64927	69877	71010	73140

Increase all Steps 2.3%  
 Longevity Steps same as 2003-2004

**APPENDIX "B"**

Schedule B appointments shall be continuing unless the appointee to the position resigns or is removed for failure to adequately complete the assignment. People conducting Appendix B activities must have a signed contract rider on file in the Superintendent's office before beginning the activity. It is understood that the following amounts will be paid only if the activity is conducted primarily after normal school hours. The amounts specified for each activity shall not apply to students should students be used to conduct specific functions listed in Schedule B. The percentage of pay for the positions on Appendix B varies according to the hired individual's experience in that activity. Teachers with zero experience to less than two (2) years experience will get the percent indicated of step 1 of the Bachelor's scale. Employees with two (2) years experience but less than four (4) will get the percent indicated of Step 3 of the Bachelor's scale. Employees with four (4) years experience but less than six (6) will get the percent indicated of Step 5 of the Bachelor's scale. Employees with six (6) or more years experience will get the percent indicated of Step 7 of the Bachelor's scale.

POSITION	PERCENT
Athletic Director	15.0 For after school duties
Head Football	13.5
Assistant Football	8.0
Head JV Football	7.5
Assistant JV Football	6.5
Freshman Football	6.5
Freshman Assistant Football	5.5
Eighth Grade Football	6.0
Assistant Eighth Grade Football	5.0
Seventh Grade Football	5.0
Assistant Seventh Grade Football	5.0
Head Basketball	13.5
JV Basketball	8.0
Freshman Basketball	7.0
Assistant Freshmen Basketball	5.0
Eighth Grade Basketball	6.0
Seventh Grade Basketball	5.0
Co-Ed Head Track	12.0
Co-Ed Assistant Track	7.0
Boys or Girls Head Track	9.5
Middle School Track	6.0
Assistant Middle School Track	4.0
Cross Country	6.0
Golf	6.0
Head Baseball	9.5
JV Baseball	6.5
Middle School Baseball	5.0
High School Softball (Girls)	9.5
JV Softball	6.5
Middle School Softball (Girls)	5.0
Head Volleyball (Girls)	13.5
JV Volleyball (Girls)	8.0
Freshman Volleyball	7.0
Middle School Volleyball	5.0
Head Cheerleading - High School	7.0 For the year

Carrollton Education Association  
 Carrollton Board of Education

Assistant H.S. & M.S. Cheerleading	6.0	For the year
Middle School Band	8.0	
Debate	4.0	
Forensics	3.0	
Newspaper	3.0	
Yearbook		
With a class	3.0	
Without a class	5.0	
Drama (per production)		
With a class	2.0	
Without a class	3.0	
Musical (per production)		
With a class	3.0	
Without a class	4.0	
Marching/Concert Band	13.5	
Vocal Concert	3.0	
Spanish Dance		
With a class	3.0	
Without a class	6.0	
Technical Director for each production		
Music	\$300.00	
Set	\$300.00	
Costumes	\$300.00	
Choreography	\$300.00	
Lighting	\$300.00	
Sound	\$300.00	
Middle School Yearbook	\$200.00	
Middle School Student Advisor	4.0	If assigned to teacher
Senior Class Advisor	4.0	
Junior Class Advisor	4.0	
Sophomore Class Advisor	4.0	
Freshman Class Advisor	4.0	
Student Senate (if assigned to a teacher)	4.0	
Academic Track Coordinator	4.0	
Academic Track Coach (per responsibility)	\$100.00	
Career Fair Coordinator	\$300.00	
Spelling Bee Coordinator	3.0%	
Science Olympiad Coordinator	3.0%	

The assignment of class advisor will only be with the teachers consent.

All Appendix "B" percentages of the Bachelors scale for extra-curricular positions shall remain as printed in the 2001-2002 contract. Positions paid hourly rate shall be increased the same percentages as Appendix "A" Salary Schedules.

Hourly Rates	2002-2003	2003-2004	2004-2005	2005-2006
	2.0%	2.25%	2.3%	2.3%
Sumr. School	21.13	21.61	22.11	22.62
Driv. Training	21.13	21.61	22.11	22.62
Adult Ed.	21.13	21.61	22.11	22.62
Tutor-Certified	21.13	21.61	22.11	22.62
Approved Conf. During Vacation Periods	21.13	21.61	22.11	22.62

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

**2003-2004 CALENDAR**

M	T	W	TH	F		
<b>August</b>						
18	19	20	21	22	4	
25	26	27	28	29		
<b>September</b>						
1	2	3	4	5	4	
8	9	10	11	12	5	
15	16	17	18	19	5	
22	23	24	25	26	5	
29	30				2	
						{21}
<b>October</b>						
		1	2	3	3	
6	7	8	9	10	5	
13	14	15	16	17	5	
20	21	22	23	24	5	
27	28	29	30	31	5	
						{23}
<b>November</b>						
3	4	5	6	7	5	
10	11	12	13	14	5	
17	18	19	20	21	5	
24	25	26	27	28	3	
						{18}
<b>December</b>						
1	2	3	4	5	5	
8	9	10	11	12	5	
15	16	17	18	19	5	
22	23	24	25	26	2	
29	30	31			{17}	

M	T	W	T	F		
<b>January</b>						
			1	2	5	
5	6	7	8	9		
12	13	14	15	16	5	
19	20	21	22	23	4	
26	27	28	29	30	5	
						{19}
<b>February</b>						
2	3	4	5	6	5	
9	10	11	12	13	5	
16	17	18	19	20	5	
23	24	25	26	27	5	
						{20}
<b>March</b>						
1	2	3	4	5	5	
8	9	10	11	12	5	
15	16	17	18	19	5	
22	23	24	25	26	5	
29	30	31			3	
						{23}
<b>April</b>						
			1	2	2	
5	6	7	8	9	4	
12	13	14	15	16		
19	20	21	22	23	5	
26	27	28	29	30	5	
						{16}
<b>May</b>						
3	4	5	6	7	5	
10	11	12	13	14	4	
17	18	19	20	21	5	
24	25	26	27	28	4	
31						
						{18}
<b>June</b>						
	1	2	3		4	
7	8	9	10	11		

26 No School

183 Student Days  
 187 Staff Days  
 93 1st Semester  
 90 2nd Semester

4 Teacher Workdays  
 Aug. 20 New Teacher Workday  
 10/12 day Professional Development Days

Dismiss @ 11:30 a.m.  
 Meetings: 12:15 - 3:15 p.m.



**2004-2005 CALENDAR**

M	T	W	TH	F
<b>August</b>				
16	17	18	19	20
	24	25	26	27
30	31			

5  
2  
{7}

<b>September</b>				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

2  
4  
5  
5  
4  
{20}

<b>October</b>				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1  
5  
5  
5  
5  
{21}

<b>November</b>				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

5  
5  
5  
3  
2  
{20}

<b>December</b>				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

3  
5  
5  
3  
0  
{16}

16 No School

183 Student Days  
189 Staff Days  
93 1st Semester  
90 2nd Semester

Aug 18 Teacher Workdays  
10 1/2 New Teacher Workday  
day Professional Development Days  
Official Count Day

Dismiss @ 11:30 a.m.  
Meetings: 12:15 - 3:15 p.m.  
adminshare/calendars/schoolcalendar2004005.xls

M	T	W	T	F
<b>January</b>				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

5  
4  
5  
5  
1  
{20}

<b>February</b>				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

4  
5  
5  
5  
1  
{20}

<b>March</b>				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

4  
5  
5  
4  
0  
{18}

<b>April</b>				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

0  
5  
5  
5  
5  
{20}

<b>May</b>				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

5  
4  
4  
4  
1  
{18}

<b>June</b>				
		1	2	
6	7	8	9	10

3  
0  
{3}

**2005-2006 CALENDAR**

M	T	W	TH	F	
<b>August</b>					
22	23	24		26	2
29	30	31			3
<b>September</b>					
			1	2	1
5	6	7	8	9	4
12	13	14	15	16	5
19	20	21	22	23	5
26	27	28	29	30	5
<b>October</b>					
3	4	5	6	7	5
10	11	12	13	14	5
17	18	19	20	21	5
24	25	26	27	28	5
31					1
<b>November</b>					
	1	2	3	4	4
7	8	9	10	11	5
14	15	16	17	18	5
21	22	23	24	25	3
28	29	30			3
<b>December</b>					
			1	2	2
5	6	7	8	9	5
12	13	14	15	16	5
19	20	21	22	23	4
26	27	28	29	30	0

{5}  
1  
4  
5  
5  
5  
5  
1  
4  
5  
5  
3  
3  
2  
5  
5  
4  
0  
{16}

M	T	W	T	F	
<b>January</b>					
2	3	4	5	6	4
9	10	11	12	13	4
16	17	18	19	20	5
23	24	25	26	27	5
30	31				2
<b>February</b>					
		1	2	3	3
6	7	8	9	10	5
13	14	15	16	17	5
20	21	22	23	24	5
27	28				2
<b>March</b>					
		1	2	3	3
6	7	8	9	10	5
13	14	15	16	17	5
20	21	22	23	24	5
27	28	29	30	31	5
<b>April</b>					
3	4	5	6	7	5
10	11	12	13	14	4
17	18	19	20	21	0
24	25	26	27	28	5
<b>May</b>					
1	2	3	4	5	5
8	9	10	11	12	4
15	16	17	18	19	4
22	23	24	25	26	4
29	30	31			2
<b>June</b>					
			1	2	2
3	4	5	6	7	4

{20}  
{20}  
{20}  
{23}  
{14}  
{19}  
{6}

16 No School  
183 Student Days  
187 Staff Days  
90 1st Semester  
93 2nd Semester

4  
Aug 22  
10-1/2  
day  
Teacher Workdays  
New Teacher Workday  
Professional Development Days  
First Day of School  
Official Count Days

Dismiss @ 11:30 a.m.  
Meetings: 12:15 - 3:15 p.m.  
adminshare/calendars/schoolcalendar2005006.xls

**LETTER OF AGREEMENT  
BETWEEN  
CARROLLTON EDUCATION ASSOCIATION  
AND  
CARROLLTON PUBLIC SCHOOLS BOARD OF EDUCATION**

Re: Accumulation Of Sick Leave

It is hereby agreed to permit the following individuals to accumulate sick leave beyond the one hundred thirty-five (135) day limit pursuant to Article XII – COMPENSABLE LEAVES OF ABSENCE, Paragraph B.

- |                  |     |
|------------------|-----|
| 1. Gloria Beaver | 148 |
| 2. Dave Hernden  | 148 |

Each year the new grant of twelve (12) sick leave days will be added to the employee's sick leave accumulation. At the end of the year if the employee has not used sick leave down to the totals listed above the sick leave will be subtracted from the totals so that the employee ends the year with no more than they started with. If in any year the employee uses more than the twelve (12) new sick leave days the resulting total accumulation becomes the new cap on accumulation.

Except for the additional accumulation and subsequent use there is no other application of sick leave beyond the one hundred and thirty-five (135) day accumulation.

## CARROLLTON EDUCATION ASSOCIATION

### LETTER OF UNDERSTANDING

#### Creation of a Sick Leave Bank

The parties hereby agree to create a Sick Leave Bank for use by the signatory parties. Teachers, Administrators, the Superintendent, Director of Finance & Personnel, Facilities Manager, Food Services Director, Executive Secretary to the Superintendent, Finance & Benefits Coordinator, Payroll/Specialist, Finance Clerk/Receptionist, and Head Cook will be asked to voluntarily contribute a day to the sick bank.

In order to withdraw a day(s) from the bank, a member must have contributed at least one (1) day within the last two (2) school years.

When a member of the above listed positions medical circumstances cause them to use up all of the accumulated sick leave and at least an additional five (5) consecutive scheduled work days, they may apply in writing to the Superintendent to use days from the sick bank. The granted days shall be used for the five (5) days needed after the accumulated sick leave has been exhausted to qualify for the bank. A maximum of twelve (12) days will be allowed per member per year. If a member qualifies and the days exist within the bank, the use of the bank may not be denied. A confidential record of days donated and days used will be maintained and copies made available to the Presidents of the Carrollton Education Association and the Administrator's Association of Carrollton.

When the number of accumulated days in the bank drop below twelve (12), the Superintendent shall notify the Presidents of the CEA, AAC, and the holders of the listed individual positions so that a request for additional days may be made.

This Letter of Understanding and the Sick Leave Bank are not subject to the grievance procedure.

Signed:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Carrollton Education Association

\_\_\_\_\_  
Administrator's Association of Carrollton

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Director of Finance & Personnel

\_\_\_\_\_  
Facilities Manager

\_\_\_\_\_  
Food Services Director

\_\_\_\_\_  
Executive Secretary/Superintendent

\_\_\_\_\_  
Finance Coordinator

\_\_\_\_\_  
Payroll/Payables Specialists

\_\_\_\_\_  
Finance Clerk/Receptionist

\_\_\_\_\_  
Head Cook

**MEMORANDUM OF UNDERSTANDING**  
**SICK LEAVE BANK**

**BETWEEN THE**  
**CARROLLTON EDUCATION ASSOCIATION**  
**AND THE**  
**CARROLLTON BOARD OF EDUCATION**

A Sick Leave Bank has been created for members of the Carrollton Education Association, Administrator's Association of Carrollton, the Superintendent, Director of Finance & Personnel, Facilities Manager, Food Services Director, Executive Secretary to the Superintendent, Finance Coordinator, Payroll/Payables Specialist, Finance Clerk/Receptionist and Head Cook.

This bank will allow any member of those Associations or holders of those individual positions that have contributed at least one (1) day within the last two (2) school years, to withdraw up to fifteen (15) days per year when the individual's medical circumstances cause the member to exhaust his/her accumulated number of sick days (plus an additional five (5) consecutive scheduled work days.) Donations to the sick bank shall be made in the month of September of each year.

The intent of this bank is to assist those members that have suffered a medical hardship during their tenure at Carrollton Public Schools and not to supplement a casual use of accumulated sick leave.

Please refer to the attached Letter Of Understanding for additional information.

**VOLUNTARY SICK DAY DONATION FORM**

I, \_\_\_\_\_, hereby agree to donate

Print your name

\_\_\_\_\_ day to the Carrollton Public Schools Sick Day Bank.

Signed: \_\_\_\_\_

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

**CARROLLTON PUBLIC SCHOOLS TEACHER EVALUATION**

**Part I**

Name \_\_\_\_\_ Date \_\_\_\_\_  
 School \_\_\_\_\_ Length of Classroom Assignment \_\_\_\_\_  
 Evaluation \_\_\_\_\_

**CONTRACTURAL OBLIGATIONS:**

- 1) This evaluation form will be completed by the evaluator and presented to the teacher within ten (10) days of the classroom evaluation.
  - 2) Each unsatisfactory mark will be accompanied by appropriate comments on Part II of this form.
- S = Satisfactory  
 US = Unsatisfactory  
 NA = Not Applicable and/or Unobserved

**PERSONAL CHARACTERISTICS**

<b>PERSONAL CHARACTERISTICS</b>	<b>S</b>	<b>US</b>	<b>NA</b>
Use voice effectively.			
Is enthusiastic.			
Is tolerant & open minded & can accept new ideas.			
Maintains good relations with students.			
Is self controlled in most situations.			
Is appropriately dressed.			

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

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

<b>INSTRUCTIONAL GUIDANCE SKILLS</b>	<b>S</b>	<b>US</b>	<b>NA</b>
Used adequate samples of work in evaluating			

students.			
Long range planning.			
Daily planning.			
Understands the age group.			
Recognizes & attempts to provide for individual differences within the limits of classroom situations.			
Makes use of instructional aides, when available.			
Seeks to improve work habits of students.			
Makes use of tools & specialized persons when available to aid in the continued development of students.			

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

**ANECDOTAL COMMENTS:**

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Administrator Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

**TEACHER COMMENTS:**

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Teacher Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

**PART II**

UNSATISFACTORY ITEM RESTATED	ADMINISTRATOR OR PERSON ACTING AS CORRECTIVE CONSULTANT	SUGGESTED METHOD OF CORRECTION



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**CARROLLTON EDUCATION ASSOCIATION**  
**AND THE**  
**CARROLLTON BOARD OF EDUCATION**

The McKinney Homeless Grant is a program sponsored through the Carrollton Adult Education Program for the homeless students in Saginaw and surrounding area. Carrollton Public Schools is the fiscal agent for the program. The tutors, both certified and non-certified, are not members of the Carrollton Education Association. It is hereby agreed that for the 2001-02 school year, Appendix B, Hourly Rates will be as listed below:

	<u>1999-00</u>	<u>2000-01</u>	<u>2001-02</u>
Tutors, Certified	\$13.50	\$14.00	\$14.50
Tutors, Non-certified	\$11.00	\$11.50	\$11.91
	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
Tutors, Certified	\$14.79	\$15.12	\$15.47
Tutors, Non-certified	\$12.15	\$12.42	\$12.71
	<u>2005-06</u>		
Tutors, Certified	\$15.83		
Tutors, Non-certified	\$13.00		

This will allow the McKinney Homeless Grant to be able to comply with their budget that was sent to the Department of Education.

For the Association:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

For the District:

\_\_\_\_\_  
Dr. Craig Douglas,  
Superintendent

\_\_\_\_\_  
Date



July, 2005

Tentative Agreement / Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN THE CARROLLTON EDUCATION ASSOCIATION AND THE CARROLLTON BOARD OF EDUCATION

It is hereby understood that this document will serve as agreement between the parties for the purpose of defining certain modifications to the existing collective bargaining agreement relating to benefits, wages and general matters of contractual relationship. The parties, by being signatories to this document agree to extend the existing collective bargaining agreement through the **2007-2008 contract year**. Thus, this agreement covers the periods of 2005-2006, 2006-2007, and 2007-2008. All provisions of the collective bargaining agreement not addressed in this document remain as agreed to in the existing Master Agreement.

The following provisions shall be considered as an addendum to the existing Master Agreement and said agreement and this addendum shall be in effect in accordance with the aforementioned years.

The parties agree to the following:

2005-2006: 2.3% salary increase on all steps agreed to in the existing contract

2006-2007: 1.9%

2007-2008: 1.8%

The Board will provide to each full time eligible bargaining unit member health insurance coverage under the MESSA CHOICES II plan. Rx co-pay shall be as agreed to and the provisions for new enrollment shall be followed by the parties. The employee shall have premium co-pays according to the following schedule:

2005-2006            \$25 per month

The premium co-pays shall only increase if the annual premium for CHOICES II increases in the years of this agreement.

11.01-11.99%	Employee premium co-pay would move to \$35.00 a month
12.00-12.99%	Employee premium co-pay would move to \$45.00 a month
13.00% or more	Employee premium co-pay would move to \$50.00 per month

It is further agreed by the parties that a committee composed of teachers and administrators will be formed in the first year of this schedule for the purpose of studying and evaluating the compensation, duties and overall structure of the various schedule B positions. Committee membership shall be determined by mutual agreement of the parties. The committee will report to the superintendent and the board on its recommendations at the conclusion of its charge.

The Voluntary Severance Agreement as agreed to, shall be addressed in a separate agreement (Memorandum of Understanding).

Those bargaining unit members who elect not to participate in the district sponsored health insurance plan will participate in PAK B and shall receive an additional stipend which may be used in accordance with appropriate IRS regulations and will be provided in accordance with said IRS rules in a Sec. 125 cafeteria plan or other appropriate IRS provisions.

If 8 to 10 enrollees opt for this provision the amount shall be \$2500.00 per participant.

If 11 to 13 enrollees opt for this provision the amount shall be \$4000.00 per participant.

If 14 or more enrollees opt for this provision the amount shall be \$5000.00 per participant.

Participants who elect PAK B, cash in lieu of health must remain in the PAK B option during the life of this agreement unless a qualifying event such as the need for health insurance necessitates a change to PAK A.

The other provisions of PAK B shall remain as defined in the Master Agreement.

Date: July 18, 2005

For the District:

Mark A. Doozan

Philip E. Abney

Mark A Myczkowiak

For the Carrollton Education Association:

David D. Hernden

Taherah Mahajerin

— attach Schedule  
— attach calendar

Extension through August 20, 2008

Feb L+M  
or mid-Feb

Agreement

Between Carrollton Board of Education

and

Carrollton Education Association MEA/NEA,

as ratified July 18, 2005 by both parties

~~CCD~~

CCD

Working Copy  
January 12, 2006

To Be reviewed  
jointly

Writing

1. Terms of the July 2005 Tentative Agreement / Memorandum of Understanding,  
as follows, copy attached:

MEMORANDUM OF UNDERSTANDING BETWEEN THE CARROLLTON  
EDUCATION ASSOCIATION AND THE CARROLLTON BOARD OF EDUCATION

It is hereby understood that this document will serve as agreement between the parties for the purpose of defining certain modifications to the existing collective bargaining agreement relating to benefits, wages and general matters of contractual relationship. The parties, by being signatories to this document agree to extend the existing collective bargaining agreement through the **2007-2008 contract year**.

Thus, this agreement covers the periods of 2005-2006, 2006-2007, 2007-2008.

All provisions of the collective bargaining agreement not addressed in this document remain as agreed to in the existing Master Agreement.

The following provisions shall be considered as an addendum to the existing Master Agreement and said agreement and this addendum shall be in effect in accordance with the aforementioned years.

The parties agree to the following:

2005-2006-2.3% salary increase on all steps agreed to in the existing contract

2006-2007-1.9% (schedule attached)

2007-2008-1.8% (schedule attached)

The Board will provide to each full time eligible bargaining unit member health insurance coverage under the MESSA CHOICES II plan. Rx co-pay shall be as agreed to and the provisions for new enrollment shall be followed by the parties. The employee shall have a premium co-pay according to the following schedule:

- 2005-2006                   \$ 25.00 per month
- 2006-07 and 2007-08 the premium co-pay could be \$25, 35, 45, or 50 depending upon the annual increase in insurance costs;

That is, the premium co-pay shall increase in 2006-07 and 2007-08 if the annual premium for CHOICES II increases.....

11.01-11.99%	Employee premium co-pay would move to \$ 35.00 a month
12.00-12.99%	Employee premium co-pay would move to \$ 45.00 a month
13.00% or more	Employee premium co-pay would move to \$ 50.00 per month

---

It is further agreed by the parties that a committee composed of teachers and administrators will be formed in the first year of this schedule for the purpose of studying and evaluating the compensation, duties and overall structure of the various schedule B positions. Committee membership shall be determined by mutual agreement of the

parties. The committee will report to the superintendent and the board on its' recommendations at the conclusion of its' charge.

The Voluntary Severance Agreement as agreed to, shall be addressed in a separate agreement (Memorandum of Understanding).

Those bargaining unit members who elect not to participate in the district sponsored health insurance plan will participate in PAK B and shall receive an additional stipend which may be used in accordance with appropriate IRS regulations and will be provided in accordance with said IRS rules in a Sec. 125 cafeteria plan or other appropriate IRS provision.

If 8 to 10 enrollees opt for this provision the amount shall be \$2500.00 per participant.  
If 11 to 13 enrollees opt for this provision the amount shall be \$4000.00 per participant.  
If 14 or more enrollees opt for this provision the amount shall be \$5000.00 per participant.

Participants who elect PAK B, cash in lieu of health must remain in the PAK B option during the life of this agreement unless a qualifying event such as the need for health insurance necessitates a change to PAK A.

The other provisions of PAK B shall remain as defined in the Master Agreement

2. **Current Memorandums of Understanding shall remain in place, including but not limited to the following:**

Sick Leave bank, dated October 3, 2003  
Snow make up days, dated April 25, 2004  
Academic work, dated August 2, 2004  
Sharon Reardon and Mary Fives, dated July 1, 2005

3. **Elimination of Half Steps for all future hires**, as agreed to previously and discussed on November 10, 2005.

4. **Establish school calendars for 2006-07 and 2007-08**, by mutual agreement, as soon as possible but no later than Spring break (April 13, 2006).

---

July 2005

Tentative Agreement / Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN THE CARROLLTON  
EDUCATION ASSOCIATION AND THE CARROLLTON BOARD OF EDUCATION

It is hereby understood that this document will serve as agreement between the parties for the purpose of defining certain modifications to the existing collective bargaining agreement relating to benefits, wages and general matters of contractual relationship. The parties, by being signatories to this document agree to extend the existing collective bargaining agreement through the 2007-2008 contract year. Thus, this agreement covers the periods of 2005-2006, 2006-2007, 2007-2008. All provisions of the collective bargaining agreement not addressed in this document remain as agreed to in the existing Master Agreement.

The following provisions shall be considered as an addendum to the existing Master Agreement and said agreement and this addendum shall be in effect in accordance with the aforementioned years.

The parties agree to the following:

2005-2006-2.3% salary increase on all steps agreed to in the existing contract  
2006-2007-1.9%  
2007-2008-1.8%

The Board will provide to each full time eligible bargaining unit member health insurance coverage under the MESSA CHOICES II plan. Rx co-pay shall be as agreed to and the provisions for new enrollment shall be followed by the parties. The employee shall have premium co-pays according to the following schedule:

2005-2006     \$25.00 per month

The premium co-pays shall only increase if the annual premium for CHOICES II increases in the years of this agreement.

11.01-11.99%     Employee premium co-pay would move to \$35.00 a month  
12.00-12.99%     Employee premium co-pay would move to \$45.00 a month  
13.00% or more     Employee premium co-pay would move to \$50.00 per month

It is further agreed by the parties that a committee composed of teachers and administrators will be formed in the first year of this schedule for the purpose of studying and evaluating the compensation, duties and overall structure of the various schedule B positions. Committee membership shall be determined by mutual agreement of the parties. The committee will report to the superintendent and the board on its' recommendations at the conclusion of its' charge.



The Voluntary Severance Agreement as agreed to, shall be addressed in a separate agreement (Memorandum of Understanding).

Those bargaining unit members who elect not to participate in the district sponsored health insurance plan will participate in PAK B and shall receive an additional stipend which may be used in accordance with appropriate IRS regulations and will be provided in accordance with said IRS rules in a Sec. 125 cafeteria plan or other appropriate IRS provision.

If 8 to 10 enrollees opt for this provision the amount shall be \$2500.00 per participant.  
If 11 to 13 enrollees opt for this provision the amount shall be \$4000.00 per participant.  
If 14 or more enrollees opt for this provision the amount shall be \$5000.00 per participant.

Participants who elect PAK B, cash in lieu of health must remain in the PAK B option during the life of this agreement unless a qualifying event such as the need for health insurance necessitates a change to PAK A.

The other provisions of PAK B shall remain as defined in the Master Agreement

Date: July 18, 2015

For the District:

Mark A. Morrison  
Dee Egan  
Mark A. Morrison

For the Carrollton Education Association:

David D. Henderson  
Taherah Matraj

Memo of Understanding

Between

Carrollton Public Schools

And

The Carrollton Education Association

In full and complete resolution of grievance # 2005-01, it is hereby agreed, for the duration of the current (2003-2006) Master Agreement:

The District will not schedule a make up day in May to replace the first three (3) Act of God days.

If circumstances require a 4<sup>th</sup> Act of God day – that day will be rescheduled.

If circumstances require a 5<sup>th</sup> Act of God day, that day will not be rescheduled.

If circumstances require a 6<sup>th</sup> Act of God day that day will be rescheduled.

If circumstances require a 7<sup>th</sup> Act of God day that day will not be rescheduled.

If circumstances require 8 or more Acts of God days – all such days shall be rescheduled, as needed, to avoid the loss of state aid to the District.

Craig C. Dyl  
For the District

4/25/05  
Date

David D. Hendon  
For the Union

4/27/05  
Date

*with attachment*

"State of Michigan law takes precedent on the make up plan; currently, the first 30 hours for which pupil instruction is not provided because of conditions not within control of school authorities (such as severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions defined by county or state health authorities) shall be counted.

State of Michigan requirements must be met."

*attachment*  
*CCD*

## Memorandum of Understanding

All academic work beyond the bachelors degree shall be considered graduate credit and shall be at the 500 level or above. Undergraduate courses shall only be permitted if they are: part of an approved program leading to a graduate degree at an accredited institution, or, they are directly related to the academic areas in which the teacher is providing instruction and are pre-approved by the Superintendent.

All work must be taken at an institution of higher education, accredited by the North Central Association of Colleges and Schools or the National Council of Accreditation of Teacher Education Institutions.

Hours completed prior to September 1 shall receive credit in the current year. Hours completed after September 1 shall receive credit in the next contract year. It is the responsibility of the teacher to submit proof of the hours by November 1. Such hours must average B or better. All hours appearing on the transcript shall be averaged to determine the final average.

David O. Hendon  
CEA President

Craig C. Day  
Carrollton Board of Ed.

Van Collins  
MEA Uniserv Director

5/2/04  
Date

Memorandum of Understanding  
Between  
Carrollton Public School District  
And  
Carrollton Education Association, MEA/NEA

**RECEIVED**  
AUG 18 2005  
CARROLLTON  
COMMUNITY

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT

This MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made by and between the Carrollton Public Schools, and the Carrollton Education Association, MEA/NEA

The Carrollton Public Schools and the Carrollton Education Association, MEA/NEA have mutually agreed to incorporate two (2) Saginaw Intermediate School District Teachers into the Carrollton Education Association, MEA/NEA bargaining Unit, effective July. 1, 2005. The following conditions shall apply:

**Wages**

1. Sharon Reardon will be classified at Step 13, BA Schedule of the CEA Contract.
2. Mary Fives will be classified at Step 13, BA Schedule of the CEA Contract.

In addition, Sharon Reardon and Mary Fives will be afforded the Overload pay as per the Carrollton Public Schools, Carrollton Education Association Contract applied to teachers of the Post Secondary Transitional Program.

**Seniority In Current Position**

It has been agreed that for purposes of seniority in their current position, a "firewall" shall be created based upon the following dates:

1. Sharon Reardon \* 8-25-80
2. Mary Fives \* 11-22-76

**Seniority in the CEA Bargaining Unit**

The District and Group seniority date for Sharon Reardon and Mary Fives shall be July. 1, 2005, for purposes of exercising seniority, within the Carrollton Public Schools / CEA.

**Benefits**

1. Sick leave accrued via employment with the Saginaw Intermediate School District shall be credited to Sharon Reardon. Sharon Reardon has accrued 88.49 sick days to be transferred to Carrollton Public Schools.
2. Sick leave accrued via employment with the Saginaw Intermediate School District shall be credited to Mary Fives. Mary Fives has accrued 106.87 sick days to be transferred to Carrollton.
3. All other benefits, such as health, dental, vision, cash in lieu of health, LTD, life, shall

be in accordance with the terms and conditions as specified in the contract between the  
Carrollton Public Schools and the Carrollton Education Association / MEA / NEA

For Carrollton Public Schools For Carrollton Education Association

By: Craig C. Dye By: David D. Herndon

Its Superintendent Its President

Date: 8/18/05 Date: June 30, 2005

SALARY SCHEDULE 2006-2007					
STEP	BA	BA+20	MA	MA+15	EDS
1	33,219	33,967	36,542	37,135	38,250
1.5	33,918	34,667	37,311	37,323	38,443
2	34,615	35,381	38,079	38,696	39,857
2.5	35,343	36,125	38,878	38,917	40,084
3	36,070	36,867	39,679	40,321	41,530
3.5	36,828	37,642	40,509	41,167	42,404
4	37,585	38,416	41,343	42,015	43,275
4.5	38,374	39,221	42,212	42,897	44,185
5	39,163	40,030	43,081	43,778	45,092
5.5	39,989	40,869	43,985	44,698	46,039
6	40,809	41,710	44,889	45,617	46,987
6.5	41,665	42,587	45,834	46,576	47,975
7	42,522	43,462	46,774	47,534	48,959
8	44,306	45,286	48,739	49,530	51,015
9	46,168	47,190	50,786	51,610	53,159
10	48,107	49,171	52,920	53,778	55,392
11	50,127	51,237	55,141	56,037	57,717
12	52,233	53,389	57,457	58,391	60,141
13	54,427	55,631	59,871	60,842	62,356
14	56,711	57,967	62,385	63,398	65,300
15	59,382	60,698	65,325	66,385	68,376
16-19 103% OF 15	61,163	62,519	67,285	68,376	70,427
20-24 106% OF 15	62,946	64,340	69,244	70,368	72,478
25 & Up 109% of 15	64,727	66,161	71,205	72,359	74,530

Increase all Steps 1.9  
Longevity Steps same as 2003/2004