

**Professional Negotiations Agreement**

**Between**

**Caro Board of Education**

**and**

**Caro Education Association**



**August 8, 2022 thru June 30, 2025**

## TABLE OF CONTENTS

<b>ARTICLE</b>		<b>PAGE</b>
ARTICLE 1	RECOGNITION	4
ARTICLE 2	TEACHER RIGHTS	4
ARTICLE 3	BOARD RIGHTS	6
ARTICLE 4	SENIORITY	6
ARTICLE 5	PAYROLL DEDUCTIONS	8
ARTICLE 6	COMPENSATION	8
ARTICLE 7	DUTY ASSIGNMENTS	9
ARTICLE 8	CLASS SIZE	12
ARTICLE 9	TEACHING CONDITIONS	14
ARTICLE 10	VACANCIES	15
ARTICLE 11	PAID LEAVES OF ABSENCE	15
ARTICLE 12	UNPAID LEAVES OF ABSENCE	16
ARTICLE 13	RETIREMENT AND TERMINAL PAY	17
ARTICLE 14	INSURANCE PROTECTION	17
ARTICLE 15	TEACHER EVALUATION	18
ARTICLE 16	PROFESSIONAL BEHAVIOR	18
ARTICLE 17	PROTECTION OF TEACHERS	18
ARTICLE 18	NEGOTIATION PROCEDURES	19
ARTICLE 19	PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE	20
ARTICLE 20	ALTERNATIVE/ADULT EDUCATION	23
ARTICLE 21	MATTERS CONTRARY TO AGREEMENT	25
ARTICLE 22	AGREEMENTS CONTRARY TO LAW	25
ARTICLE 23	STRIKE PROHIBITION	26
ARTICLE 24	MENTORS	26
	DURATION OF AGREEMENT	28
SCHEDULE A-1	2022-2023 SALARY SCHEDULE	29
SCHEDULE A-1	2023-2024 SALARY SCHEDULE	30
SCHEDULE A-1	2024-2025 SALARY SCHEDULE	31
SCHEDULE A-2	EXTRA DUTY SCHEDULE	32
SCHEDULE A-2	CONDITIONS OF EXTRA DUTY SCHEDULE	34
SCHEDULE A-3	HEALTH INSURANCE	35
SCHEDULE A-4	2022-2023 SCHOOL CALENDAR	37

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

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

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

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

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

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

**ARTICLE 1  
RECOGNITION**

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all certificated personnel whether under contract, on leave, hourly or class rate basis, employed or who become employed during the duration of this agreement by the Board as their primary employer; including personnel on tenure or probation, classroom teachers, adult education teachers, guidance counselors, certificated librarians, school psychologists, consultants, social workers, speech and hearing therapists, teachers of home-bound or hospitalized, other special education personnel, registered or BSN nurses and substitute teachers serving in the same position for one hundred and fifty (150) days or longer under direct employment of the district.
- B. The term "teacher" when used in the Agreement, shall refer to all employees represented by the Association in the bargaining unit as above defined; reference to male teachers shall include female teachers.
- C. Excluded from the Association are: All full or part-time supervisory, executive or administrative personnel; business manager; athletic director if assigned evaluator, hiring and firing responsibilities or other supervisory duties within the meaning of PERA; Title I director, curriculum coordinator; adult and special education directors, aides, para- professionals and others employed in positions not requiring teaching certification; noon period supervisors and/or noon period personnel that are not members of the bargaining unit; substitute teachers; office and clerical personnel; bus drivers and bus mechanics and other transportation personnel; custodial, maintenance and operation personnel.
- D. The Board agrees not to negotiate with or recognize any teachers' organization other than Caro Education Association/MEA/NEA, Inc. for the duration of this Agreement.

**ARTICLE 2  
TEACHER RIGHTS**

- A. The Board agrees to abide by state and federal law outlining teachers' rights to join or not join the Association and to negotiate and file grievances in accordance with Article 19 Professional Grievance Negotiation Procedure. Every eligible teacher of the District shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the United States or the Constitutions of Michigan and the United States: that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association, their participation in any activities of the Association or collective negotiations with the Board or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Teachers shall be entitled to full rights of citizenship. No religious or political activities of any teachers or the lack thereof shall be grounds for any discrimination with respect to the employment of such teacher provided such activities do not interfere with the educational program or the effectiveness of the district.
- C. The Board and Association agrees that it will in no way discriminate against or between teachers because of their race, creed, religion, color, national origin or ancestry, age, gender, sexual orientation, marital status, physical characteristics or place of residence.
- D. The teachers agree to abide by Board of Education policies - unless otherwise provided in this agreement. Board of Education policies shall be available to teachers on the school website. The

Association shall be notified in advance of any pending policy adoption and shall have the opportunity to inform the Board of its position on proposed policy.

- E. A teacher shall have the right to review the contents of his/her personnel file(s), excluding pre-employment reference materials and to have a representative of the Association present with him/her, but in any instance only in the presence of the custodian of said records. Other examination of a teacher's file(s) shall be limited to individuals allowed under law, including FOIA. Each file shall contain a record indicating who has reviewed it and the date reviewed. The foregoing shall exclude secretarial or clerical search for information.
- F. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material. Complaints against the teacher which result in administrative action shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. Upon notification of the material to be added to the file the teacher may within thirty business days submit a written notation regarding any material including complaints and the same shall be attached to the file copy of the material in question. If the teacher believes the material to be placed in their file is inappropriate or in error, the teacher may request the material be corrected or expunged from their file. When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material, but shall not be interpreted to mean agreement with the content of the material.
- G. During the period of a teacher's employment and thereafter, they shall have and retain all property and copyright interests in and to any book, lesson plans, article, publication, motion picture, filmstrip, recording, musical composition, curricular outline, teaching materials, or other creative or copyright work, written, composed, created or devised by such teacher provided it is produced on the teacher's own time and equipment.
- H. The Board specifically recognizes the rights of the teachers appropriately to invoke the assistance of the Michigan Employment Relations Commission, a mediator, or an arbitrator appointed pursuant to the grievance procedure provisions of this Agreement. In reaching a resolution, mediators/arbitrators shall be limited to the scope of dispute, not introducing elements beyond the dispute. Both the Association and the Board agree to be bound by any lawful order or award of an arbitrator and the terms of an agreement made under mediation.
- I. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association, either on or off school premises.
- J. Prior to 6:00 PM, the Association and its members may use school building facilities without cost on school days for Association meetings. A Facilities Use request shall be submitted and the principal of the building in question will be notified one (1) school day in advance of the time and place for all such meetings and he will designate the room or rooms to be used. All requests for building use after 6:00 PM and on weekends for meetings of the Association member shall conform to Board policies and such use shall be without cost to the Association unless extra custodial costs are incurred. Association meetings shall not be held during regularly scheduled school hours.
- K. The Board agrees to furnish to the Association any information covered by the terms of the Freedom of Information Act. The Board may bill the Association for the copies under the guidelines set forth for all Freedom Information requests.
- L. Employees will generally be provided seven (7) days' advance notice of their tentative assignment.

**ARTICLE 3  
BOARD RIGHTS**

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitutions of the State of Michigan and the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement which are not violative of said laws and constitutions; including but not limited to the following:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during said employees' working hours;
  2. To hire all teachers, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their suspensions, dismissals or demotions and to promote and transfer all such employees;
  3. To establish grades and courses of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
  4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;
  5. To determine class schedules, the duties and responsibilities of teachers;
  6. To determine program reductions, elimination of staff positions and any other action required to maintain district operations.
- B. There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.
- C. Subject to the provisions of this agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

**ARTICLE 4  
SENIORITY**

- A. On an annual basis, the Board and the Association shall agree on a seniority list to be placed on the district website under Employee Access and emailed to all teachers at their district email address by October 30th. All teachers shall be ranked on the list in the order of their last date of hire in the district as a teacher. If a teacher fails to object to his/her placement on the list within 30 days of the list's posting, the list shall be deemed to be correct and final. Revisions and updates of the seniority list shall also be posted online as they are made. Teachers shall have until 30 days after October 30th to object to his/her placement on the seniority list.

- B. Definition of Seniority:
1. One (1) year seniority shall be defined as the number of teacher days in the negotiated calendar. Persons working less than full time shall acquire seniority on a pro-rata basis six (6) hours being equal to one work day.
  2. In no case shall a teacher acquire more than one year seniority in a 12 month period from July 1 to June 30 of the following year.
  3. No extra-curricular duties will qualify for seniority.
  4. Full-time teachers forced to take a part-time position shall continue to accrue full seniority as if they were full time until they refuse or fail to respond to a written offer of a full-time position.
- C. Where computation of seniority credits find two or more teachers with the same last date of hire in Caro Community Schools, the following criteria shall be applied in the order listed to establish an individual seniority credit ranking:
1. Total prior semesters/trimesters of certificated service in the Caro Community Schools. If still tied;
  2. Total years previous classroom teaching experience. If still tied;
  3. Total semester hours academic credit acquired post B.A. or B.S. If still tied;
  4. Total prior number of days as a substitute teacher in Caro Community Schools (documentation must be provided). If still tied;
  5. Total prior years experience as an Adult Education Teacher in the Caro Community Schools, which shall not accumulate in addition to regular classroom experience during an academic year, but will constitute experience in the Caro Community Schools when the Teacher was not also employed as a regular classroom teacher. If still tied;
  6. Lottery conducted jointly by the Association and the district designee.
- D. All seniority is lost when employment is severed by resignation or termination. In cases of layoff, teachers so affected shall retain all seniority accumulated as of the effective date of layoff.
- E. Teachers who transfer to supervision or administration and return to teacher status, shall be credited only with their accrued seniority prior to transfer and shall not accrue seniority credit while an administrator or supervisor.
- F. Seniority shall continue to accumulate when teachers are on military leave. Seniority shall not accrue during sabbatical, study, or Association leave in excess of six weeks; however, teachers on such leave shall retain seniority and all rights and benefits held prior to commencement and including the first six (6) weeks of the leave.
- G. Recalled teachers shall be entitled to all sickness and leave benefits accrued prior to layoff.
- H. Insurance benefits shall be available to a teacher laid off according to COBRA. The teachers must pay the monthly group rate premiums in advance of the due date to the Central Office. The terms of coverage will be as determined by the carrier. Teachers laid off at the end of a school year shall be entitled to a full insurance protection through August 31st. Teachers laid off at the end of the first semester/trimester of a school year shall be entitled to full insurance protection through the following March 31st.
- I. Changes in a laid off teacher's post graduate hours after the school year following layoff shall not permit the teacher to be advanced on the seniority list until recalled.

- J. If a teacher received reasonable assurance of employment and collects unemployment compensation during the summer and returns to work for the scheduled school year, the unemployment compensation paid shall be deducted from the teacher's salary.

**ARTICLE 5  
PAYROLL DEDUCTIONS**

- A. The Board shall make payroll deductions upon written authorization from teachers for annuities, credit union, charitable donations, or any other plans or programs.
- B. The Board is authorized to make deductions from a teacher's payroll check if an overpayment is made. The teacher will be notified in advance. The deductions will be made for the same number of pays over which the overpayments were made. In the event that a teacher's employment is to cease prior to the recouping of 100% of the overpayment, the superintendent may adjust the repayment schedule to insure reimbursement. Deviations from this language may occur with mutual agreement of the superintendent and the teacher involved.

**ARTICLE 6  
COMPENSATION**

- A. The salaries of the teachers are set forth in Schedule A-1, 2, 3, which is incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Salaries shall be paid in 26 installments, with the first payment to take place on the Friday of the second week of work, see Schedule A-1, 2, 3, and continuing every other Friday thereafter until the 26th installment shall have been paid. In a school year with 27 paydays, salaries shall be divided by 27 rather than 26 installments.
- C. The salary schedule is based upon the teaching day, load and year as described in Articles 6 and 7 of this Agreement. Whenever a teacher is requested to serve in a replacement, relief, or special duty capacity, such extra time (hourly basis) shall be noted by the Supervising Principal. Prior to the last pay in June, an accounting of extra service time shall be made. All such time served in excess of three (3) hours shall be paid at an hourly rate equal to the extra class rate as explained in Schedule A-2, divided by the number of scheduled days of instruction. Principals will avoid special duty whenever possible. Teachers may elect to relieve another teacher for special occasions without a time accounting whenever such an arrangement is mutually agreed upon by the teachers involved and the principal or designee.
- D. Should it become necessary to reduce a teacher's pay, deductions from said teacher's salary shall be made according to the following formula:

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

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

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

- E. Individual teacher contracts shall be made subject to the terms and conditions of the Master Agreement. Teachers hired for 150 work days or more in the same position will be issued individual contracts which will be subject to the Master Agreement.



- F. Teachers may be given credit on the salary schedule up to equal with their experience for teaching in any district in the State of Michigan or school recognized by an accrediting agency. Teachers who have fractions of experience equaling one-half or over will be placed on the next higher step. New hires may receive an incentive stipend of up to \$2000, 50% to be paid after year 1 with the remainder to be divided equally in year 2 and 3.
- G. Slides become effective at the beginning of the next semester/trimester and salary advancement under the salary schedule shall be automatic as of the beginning of each semester/trimester following completion of required academic or professional courses, provided the contract is unexpired. Extra hours and degrees must be established ten (10) calendar days prior to the beginning of the following semester/trimester. Late submission of such documentation shall result in any adjustment being delayed until the next semester/trimester. A paid receipt for a class may be submitted as documentation. Movement from slide to slide on the salary schedule shall be granted upon completion of the necessary credit hours for that slide (e.g. 18 credit hours for movement to the BA+ 18 slide) provided that a contract is unexpired. All work must be completed on an approved program leading to an advanced degree in education or in the teacher's major field of education.
- H. Teachers working less than full time shall be entitled to prorated fringe benefits if available through the negotiated insurance carrier. In addition, the teacher will pay a prorated share of the cost based on the amount the full-time teachers are contributing.
- I. If a teacher's schedule requires driving from one school building to another, he will be reimbursed at the rate established by Board policy.
- J. Teachers teaching only part of a year or part of each day in a year shall be paid pro-rata on the salary schedule in direct proportion to the ratio of time served compared to the total school time in that year.
- K. Teachers may choose to receive wages either through direct deposit or by a payroll debit card. Should charges arise due to a failure to transmit, the teacher shall be made whole within a reasonable amount of time.

**ARTICLE 7  
DUTY ASSIGNMENTS**

- A. The starting time and dismissal time for students shall be as follows:
  - 1. Grades K-8 between 7:30 AM and 4:15 PM.
  - 2. Grades 9-12 between 7:00 AM and 4:15 PM.
  - 3. The above times shall be waived if financing or enrollment problems require split sessions or time changes.
- B. Hours of kindergarten teachers shall be fixed by the principal at the beginning of each semester/trimester, but shall in no event be longer than the foregoing.
- C. A full-time teaching day shall consist of a total of 7 1/4 continuous hours of total time. The Board may deviate from the continuous hours language by mutual agreement with the teacher and the Association. Such time will include instruction, preparation and lunch time per each scheduled school day. The 7 1/4 hours of total time shall be scheduled by the supervisory principal between the hours of 7:00 AM and 4:15 PM. Teachers are to be in their assigned area five (5) minutes before the morning classes begin, during their class period, and remain five (5) minutes after their afternoon classes. Teachers are to be in their rooms and are responsible for them for the time specified in the contract. During assemblies or special activities, teachers are to remain with their

assigned students. However, the Principal or Superintendent may grant exceptions upon request or emergency.

- D. The teachers' work year will not exceed the number of scheduled work days in the negotiated calendar(s). Scheduled work days shall include: those days when students are in attendance; orientation days at the beginning of the school year for all teachers, professional development days, conference and curriculum days, record days which may occur at mid-year, and/or the close of the school year, and any other days on which teacher's attendance is required. In no case shall the scheduled instruction days be less than those required by state law, regardless of school starting or ending dates previously established. The Board shall be entitled to reschedule days lost in the event school is closed, which do not count for student instruction. The rescheduling of such days shall not entitle employees to additional compensation.
- E. Teachers may only be required to remain after the end of the regular work day without additional compensation for up to one (1) hour no more than twice a month, to attend meetings called by the Principal or Superintendent. Teachers may be required to attend up to two (2) evening meetings not to exceed two hours each per year. Attendance at all other evening meetings will be at the option of the individual teacher. However, emergency meetings may be called by the Building Principals or Superintendent. All teachers are expected to attend staff meetings unless expressly excused by the administrator.
- F. Teachers will have a duty-free lunch period of the following lengths:
  - 1. Elementary teachers will have a duty-free lunch period daily of fifty (50) minutes.
  - 2. Secondary and Middle School teachers will have, in addition to their thirty (30) minute lunch period, a preparation period equal to one class period daily.
  - 3. Teachers with instructional responsibilities in both elementary and secondary programs shall receive a minimum of forty-five (45) minutes preparation time and a lunch period of not less than thirty (30) minutes daily.
  - 4. Special teachers in elementary grades (Art, Music, Physical Education) who have:
    - a. responsibilities in both elementary and secondary programs will receive a minimum of forty-five (45) minutes preparation time and a lunch period of not less than thirty (30) minutes daily.
    - b. a minimum of forty-five (45) minutes preparation time and a lunch period of one (1) hour daily.
    - c. responsibilities in only elementary program and are not required to travel from room to room will receive a minimum of thirty (30) minutes preparation time and a lunch period of one (1) hour daily.
  - 5. Elementary Teachers
    - a. Elementary teachers will have an average of 42 minutes of duty-free time per day.
    - b. Duty-free time provided in paragraph (a) above may be implemented through the use of music, art, physical education, or other special subjects, or it may be provided through extending recess time beyond the 25 minutes required in Section G of this Article. The time provided may vary between buildings at the option of the administration upon consulting the building staff.
- G. Elementary teachers will have a duty-free recess period as follows:

K-5th grade - 25 minutes once daily

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

H. The following shall apply to all "Act of God" days:

1. When schools are closed to students due to "Acts of God", teachers will receive their regular pay for days which are canceled; make up any required days and work on the required rescheduled days with no additional compensation. The parties shall reschedule any days lost if it is necessary to receive full state aid, or in the event school is closed for reasons which do not allow such days to be counted as days of student instruction.

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

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

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

- 1.) Use his or her personal leave
- 2.) Use his or her sick leave, or
- 3.) Apply for unpaid leave times scheduled return to school in the summer, the teacher will provide proof of enrollment and starting date of classes.

The teacher will provide proof of enrollment and starting date of classes.

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

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

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

2. Absence on days scheduled as regular work days without students in attendance shall be charged against the teacher's accumulated leave unless the Superintendent or designee notified the staff that they need not report.

3. No deduction shall be made from accumulated leave for teachers who are ill or on other paid leave on "Act of God" days.

4. Teachers on unpaid leave shall not receive credit for Act of God days occurring during said leave as a regular work day. In the event a teacher losing credit under this paragraph works the make-up days as provided hereinafter, said teacher shall receive pay for all days worked.
5. Teachers who are absent on days when school is in session, shall be charged for leave time as follows, when school closes prior to the regular closing time:
  - a. 1/2 day leave time shall be charged for all portions of missed time to and including 1/2 of a regular school day unless, however, teachers are asked to remain.
  - b. a full day of leave time shall be charged if school is in session any amount over 1/2 day.
6. When school is dismissed prior to regular closing time due to Acts of God, teachers shall remain 15 minutes after student dismissal. Such fractional days and hours shall be counted toward the state requirements for instructional days and hours. Teachers may be requested to remain an additional period of time if, in the opinion of the administrator, their presence is necessary for the safety and control of students.
7. In the event that an Act of God day(s) results in the interruption of the High School exam schedule, the schedule shall be advanced one day for each day missed with the student half day, teacher half record day coming the day after the end of the scheduled exams.

**ARTICLE 8  
CLASS SIZE**

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

1. Elementary

Young 5s .....	20 pupils
Early Childhood .....	6 pupils or 18 with paraprofessional
Kindergarten, 1st & 2 grades .....	25 pupils
3rd through 5th grades .....	28 pupils
Special Education class limits are determined by State Law or ISD plan.	

Whenever a special education classroom exceeds the limits specified below, a children's educational aide will be assigned to that classroom, if requested by the classroom teacher, for the duration of the enrollment for Grades K-4 and of the overload for Grades 5-8.

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

2. Middle School

	Trimester Schedule	Semester
6th Grade .....	32 pupils	28
7th and 8th Grade:		
English .....	32 pupils	28
Social Studies .....	32 pupils	28
General Education .....	32 pupils	28
Mathematics .....	32 pupils	28
Science .....	32 pupils	28
Reading .....	32 pupils	28
Languages .....	32 pupils	28
Exploratory .....	32 pupils	28

Music (Vocal) .....	50 pupils	50
Physical Education/Health/Pool .....	40 pupils	40

3. Secondary

English Composition.....	32 pupils	25
English.....	32 pupils	28
Social Studies.....	32 pupils	28
General Education.....	32 pupils	28
Mathematics .....	32 pupils	28
Science.....	32 pupils	28
Language .....	32 pupils	28
Business.....	32 pupils	28
Computers.....	32 pupils	29
Industrial Arts .....	32 pupils	25
Vocational Shops .....	32 pupils	25
Drafting.....	32 pupils	25
Agriculture .....	32 pupils	25
Art.....	32 pupils	25
Music (instrumental 6-12).....	225 pupils daily	225
Music (vocal) .....	50 pupils	50
Physical Education/Health/Pool .....	40 pupils	40

- B. The Board will follow all state and federal Special Education Laws.
- C. In order to ensure the best educational programs for all the children in the District (both the regular classroom child and the Special Education child); the following guidelines shall be adhered to:
  - 1. Inclusion will not take place in a classroom that has two or more elementary grade levels combined (e.g. a 2nd-3rd grade split) unless such placement is deemed appropriate in an I.E.P.
  - 2. Both the sending and receiving regular classroom teacher and the special education teacher shall be involved in the I.E.P. meetings whenever a change in the student's status is necessary.
  - 3. Whenever a planning conference is necessary between the regular classroom teacher and the Special Education teacher, the principal will make the arrangements at the earliest time and arrange for classes to be covered if necessary.
  - 4. Any teacher who feels that a student program needs to be reevaluated has the right to request an additional I.E.P. meeting for the purpose of changing the plan.
- D. In the event that the class size limits in Section A are exceeded, the teacher(s) involved and the principal shall meet to discuss remedies for relief to be introduced as soon possible. Compensation shall be the default relief. A teacher shall be compensated for the overload on a basis of average daily enrollment each semester/trimester at a rate of four dollars per day per student in excess of the limit. SAMPLE: Total daily class enrollment (including special needs students) (2700) divided by the number of instruction days in semester/trimester (90) equals the average daily enrollment (30) less the maximum class limits as stated in the Master Contract Article 10, Section A (28) equals the number exceeding the maximum (2) times the rate (\$4.00) per day times the number of days of instruction (90) equals the stipend (\$720.00). Sixth grade example: Daily average enrollment in grades six through twelve shall be defined by the number of students in each section of students divided by the number of sections per day assigned to the teacher.

- E. The recommended maximum numbers in grades seven (7) through twelve (12) shall not be exceeded by more than ten (10) percent provided space, personnel, and finances are available.

## **ARTICLE 9 TEACHING CONDITIONS**

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

- A. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, computers and appropriate software, audio visual equipment, art supplies, athletic equipment, music equipment and materials, current periodicals, standard texts and questionnaires and similar materials are the tools of the teaching profession. Administrators and teachers will confer from time to time for the purpose of improving the selection and use of such educational tools. The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained within available funds as determined by the Board of Education.
- B. Provided they meet all current state bus driver qualifications, teachers may drive a regularly scheduled bus run, but such bus runs will not be a part of their regularly assigned duties and shall not interfere in their professional duties as a teacher.
- C. The Board shall make available in each school, a lounge and/or work study room and bathroom for the teachers. When practical and possible, lavatory facilities for teacher use shall also be made available; such lounge or work room, shall, however, be available to all other employees and volunteers.
- D. Telephone facilities shall be made available to teachers for appropriate school use. Personal calls may be made by teachers during non-instructional time.
- E. Cafeteria facilities will be available to teachers during the student lunch. Teachers are required to pay the regular rates for adult personnel.
- F. Adequate parking facilities in designated areas shall be made available to teachers.
- G. The teachers recognize that their responsibility to their students and profession requires that they perform duties beyond their regular classroom assignment. This includes supervision of extra-curricular activities and student functions and may require time beyond the normal work day. Any decisions made hereunder shall be made jointly by the Board and the Association. In cases where such duties are deemed by the teacher to be excessive, the teacher and administrator shall meet to discuss relief options.
- H. The parties agree that there are certain quasi-clerical tasks which teachers shall be expected to perform such as collecting of monies, distributing milk, inventorying of books, typing tests, duplicating educational materials, operating audio-visual equipment and supervising students outside the classroom. In cases where such duties are deemed by the teacher to be excessive, the parties shall meet to discuss relief options. Efforts shall be made by the Board to minimize these tasks.
- I. Excluded from these responsibilities will be the administering of medical services unless the services are necessitated by emergency or involve consideration of that student's unique needs as determined by an Individual Education Development Team (I.E.D.T.).

## **ARTICLE 10 VACANCIES**

Extra-curricular positions are filled on a yearly basis. If a teacher is not to be re-hired for an extra-curricular position, he/she shall be notified in writing at least ten (10) calendar days in advance of the posting of the vacancy. Any teacher not desiring to continue in an extra-curricular position shall notify the Board in writing by June 1 of the current year.

## **ARTICLE 11 PAID LEAVES OF ABSENCE**

- A. Teachers shall be eligible for up to twelve (12) leave days per year, which shall be prorated based on actual time worked. In addition to the twelve available in that year, unused days may be accumulated to a total of 130 days for all teachers hired after July 1, 2013. At that date, teachers with more than 130 days accumulated shall have that number frozen as their accumulation limit. Teachers employed during the summer in teaching positions will be granted one additional one (1) day's leave time for each four (4) weeks worked. Partial time will not carry over from one summer to the next.
1. Any teacher that has met the cap, starting in the 2013-14 year and has banked excess days for the current school year will be paid at a rate of 50% of the current substitute daily wage. Teachers who may have banked more than 130 days will not get paid for more days than the current year but their banked days will stay intact. Payroll specialist will contact CEA members who have accumulated more than 130 days to determine payment for days. Payment will be added to a regular payroll check in July (minus taxes and deductions).
- B. Leave days may be used for the following reasons and conditions:
1.
    - a. Personal Illness or injury- The teacher may use all or any portion of their leave to recover from their illness or injury.
    - b. FMLA (Family Medical Leave Act) time shall be granted consistent with federal law and FMLA guidelines. All paid leave shall be concurrent with FMLA time. If the employee fails to return to employment, the employee shall reimburse the district for any insurance premiums paid by the district during the FMLA time. Up to ten (10) paid days may be used for family illness per year. Additional paid leave may be granted by the Superintendent.
  2. Up to five (5) days may be used by a teacher for each death of a parent, spouse, child, sibling, parent-in-law, grandparent, grandchild or any other person who has clearly stood in the same relationship with the teacher as any of these. Two (2) additional days shall be provided in cases of the death of a spouse, parent, or child. The number of days for funerals or any additional bereavement days will be determined as each separate case arises at the discretion of the Superintendent. Leave for bereavement beyond five (5) days shall be deducted from accumulated leave time.
  3. Leave may be allowed for Superintendent approved in-service meetings or educational opportunities.
  4. Four (4) days leave time may be used for personal business each year. Personal business days will not be granted under the following conditions:
    - a. If the days requested fall during the first two (2) weeks or the last week of school or the last two (2) days of any marking period. Concerning the last week of school, Article 7, language concerning taking summer classes shall apply.

- b. If the days requested immediately precede or follow the regularly scheduled vacation periods. The designated holidays/vacations shall be: Labor Day, Thanksgiving Vacation, Christmas Vacation, President's Day, Midwinter Break, Spring Break, Good Friday, Easter Weekend, Memorial Day, Summer Vacation and any Federal holiday on which there is no school.
  - c. If the day requested falls on a Professional Development Day.
- 5. A teacher called for jury duty or subpoenaed to give testimony before any judicial or administrative tribunal for school business not a party against the district will not be penalized in loss of pay, leave days or other benefits for absence due to such service, provided a statement from the court certifying the days of service is filed with the Board. The individual will remit to the Board the amount of compensation received for such duty from the court.
- C. It is preferred that teachers shall give the prescribed sub call-in system notice before 6:30 AM that they are unable to report for work on any given day for illness or emergency. All other requests for leaves of absence must be requested from the building principal two (2) school days prior to the time such leave is desired. Failure of a teacher to meet these parameters more than twice in a school year will double of the amount of leave time deducted from their accumulated leave. Example: teacher requested a half day-full day deducted, one day requested, two days deducted, etc.
- D. Teachers will be given an accounting of the unused portion of accumulated leave time as soon after the end of the fiscal year as possible.
- E. Employees who leave prior to the regular closing time shall be charged:
  - 1. One-half (1/2) day leave time for one-half (1/2) of a work day or less.
  - 2. A full day of leave time for missed time that exceeds one-half (1/2) of a work day.
  - 3. Exception Paragraph. At the discretion of the supervising principal, a teacher may be excused for a period of time not to exceed thirty (30) minutes to attend to personal and professional matters that cannot be handled at another time. The intention is not to cover for sickness but to attend to matters of a professional or personal nature that can be handled only in this manner.
- F. At the beginning of each school year, fifteen (15) Association leave days shall be granted, with pay, to be used by members of the Association for those duties deemed appropriate by the Association President. Such days shall not be cumulative and no more than one (1) teacher may use more than five (5) of such days in any one school year. Substitute for such days will be paid in the following manner: The first five (5) days used, substitutes will be paid by the Board. For the balance of days used, the substitutes will be paid by the Association. The Association shall reimburse the district the cost for the employees' retirement.
- G. Superintendent may provide paid leave to any teacher who accompanies or chaperones a school sponsored field trip.

**ARTICLE 12  
UNPAID LEAVES OF ABSENCE**

- A. Any tenured teacher may be granted an unpaid leave of up to one (1) year duration upon request, provided a replacement is available at the Board's discretion.



- B. Any teacher granted an unpaid leave shall notify the Board of his/her intent to return by May 1st. The failure to notify the Board of intent to return by May 1<sup>st</sup> shall conclusively and irrefutably constitute the teacher's loss of his/her position due to abandonment of position with the district.
- C. Additional one (1) year leaves may be granted by the Board upon written yearly request by a teacher in accordance with the provisions of Board policy.
- D. Insurance protection provided in this agreement shall be available to a teacher on unpaid leave if allowed by the rules and regulations of the carrier. The teacher must pay the monthly premiums in advance of the due date to the Central Office. The terms of coverage will be as determined by the carrier.
- E. Seniority shall not accrue when a teacher is on unpaid leave under this article. There shall be no loss of seniority rights or other benefits accrued prior to the leave.
- F. Up to two (2) teachers from the Schall School; two (2) teachers from McComb school; two teachers from Middle School; two (2) teachers from the High School and one (1) teacher from Adult Education may be on unpaid leave of absence under Section A. of this article at any given time. These limits do not include extensions granted to those already on leave or on child care leave.
- G. Tenure teachers who have been elected as President or Secretary of the NEA or MEA, upon proper application to the Board, may be granted an unpaid leave of absence for a period of two (2) years.
- H. A teacher, who is unable to work because of personal illness or disability as certified by a licensed physician, shall be granted FMLA. Beyond FMLA time, unpaid leave of up to two years may be granted by the Board. Inability or failure to return after such leave shall result in the position to be considered abandoned.

**ARTICLE 13  
RETIREMENT AND TERMINAL PAY**

Teachers planning to retire will submit to the Board a written notice of intention to retire at least sixty (60) days prior to the date of retirement or if retiring at the end of the current school year by May 1st.

- A. Terminal Pay: Upon retirement of an employee under the provisions of the Michigan Public Schools Employees Retirement System, the Board shall pay the substitute teachers daily rate for each day of accumulated leave time up to 100 days to all employees with ten (10) years of service or more in the Caro system. No payment will be given to a teacher who is subject to tenure charges or who has not submitted a notice of retirement within 60 days.
- B. In the event of a teacher's death after ten (10) years of service, the terminal pay accumulated will be paid to the teacher's beneficiary.

**ARTICLE 14  
INSURANCE PROTECTION**

- A. All teachers shall make proper application with the Business Office regarding initial coverage choice and any and all changes in such coverage.
- B. Insurance protection shall be made available for a full twelve-month period (September 1 to August 31) during the term of employment and under the terms of the policy. The parties recognize that the costs for Single will be less than for Two-person or Full Family. The employer shall sign an Employer participation agreement.

- C. During open enrollment or a qualifying event, teachers not electing health insurance under Plan A will select Plan B. Effective the date of the insurance change, teachers choosing Plan B shall receive \$200.00 cash-in-lieu of Plan A per month toward an annuity of their choice from the board approved list of annuities. If five (5) to ten (10) teachers do not elect insurance, the cash in lieu shall be \$300 per month. If 11 or more teachers do not elect insurance, the cash in lieu shall be \$416 per month.

Option All may be purchased, at Association member expense, to assure that insurance and other benefit programs retain their non-taxable status.

- D. In the event that a teacher is fully disabled through an injury or illness covered by Worker's Compensation, sick leave shall not be reduced, unless requested by the employee and the Board agrees to pay the premium cost of insurance coverage for the duration of the current insurance enrollment year (August 31). At the option of the employee, if the insurance carrier authorizes, he or she may purchase at group rate insurance coverage for the duration of the disability.

### **ARTICLE 15 TEACHER EVALUATION**

- A. Teachers shall be evaluated and observed according to the laws of the State of Michigan.
- B. When the teacher is asked to sign an evaluation placed in his/her file, such signature shall be understood to indicate his/her awareness of the evaluation, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

### **ARTICLE 16 PROFESSIONAL BEHAVIOR**

Teachers are expected to abide by this master agreement and to comply with the rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being, except in cases where such refusal jeopardizes the health and safety of students.

### **ARTICLE 17 PROTECTION OF TEACHERS**

- A. The district agrees that assault upon any employee by a student or an adult is a serious matter. Should such an incident arise in which its inception was a school centered problem, the teacher shall promptly report such a matter both orally and in writing to the immediate supervisor. The district and teacher shall cooperate in bringing the matter to the proper law enforcement authorities. The district shall conduct its own investigation and impose, if appropriate, a suitable punishment. Any report of assault upon an employee shall be recorded and reported to the Board of Education. The district will render appropriate assistance in the process and the teacher may request additional support from the Board.
- B. During the term of this Agreement, the Board will continue in effect, its present insurance liability coverage for teachers.
- C. A teacher may excuse a pupil from his/her class when the severity of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as their employment obligations will allow, full particulars of the incident in writing, including discipline if any given by the teacher. The principal shall consult with the student and follow up with the teacher when a student is sent to the office. In the event that a teacher opts for a snap

suspension as permitted by law, the teacher shall be responsible for contacting the parent or guardian and a consultation with the principal.

- D. It is the responsibility of the Board, through its administrators to support and assist teachers in the areas of classroom discipline and control. When a teacher believes the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons may be needed; the teacher may reduce the concerns to writing and submit them to the building administrator. The teacher will be notified in writing concerning any action taken.
- E. The Board shall not use a polygraph or lie detector device in any investigation of a teacher.

## **ARTICLE 18 NEGOTIATION PROCEDURES**

- A. Negotiations will be conducted in accordance with state laws. When an agreement is ratified and approved, its terms in regard to re-opening will be followed but all other items of the contract shall only be addressed by mutual agreement in a Letter of Understanding. The Board and Association agree that the maintenance of employment conditions and general working conditions are important and that, should there be differences of interpretation as to what those are, agree to discuss informally and if necessary resolve via mediation and / or arbitration.
- B. Beginning not later than March 1 of the calendar year in which this Agreement expires, the Caro Education Association and the Board agree to negotiate over a Successor Agreement in accordance with the procedures set forth herein in a good-faith effort to reach Agreement concerning teachers' salaries, school calendar and all other conditions of their employment. Any Agreement so negotiated shall apply to all teachers and shall be reduced to writing and signed by the Board and the Caro Education Association.
- C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Caro Education Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations of bargaining, subject only to such ultimate ratification.
- D. If the negotiations described have reached an impasse, upon expiration of this contract, the procedure described in state law will be followed.
- E. All Agreements are tentative until final Agreement is reached on the complete contract. Tentative Agreements shall be duplicated, dated and initialed by the chairperson of each party.
- F. Each party shall have its chief negotiator or designee present for each meeting.
- G. Each party may keep its own minutes of the negotiating proceedings.
- H. Either party may caucus at any time.
- I. The parties to this Agreement will notify each other, in writing, of names of those who are to represent them in the administration of this Agreement and those who have the authority to negotiate for them when that is appropriate.

**ARTICLE 19**  
**PROFESSIONAL GRIEVANCE NEGOTIATION PROCEDURE**

A. Definitions:

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

B. Purpose:

The primary purpose of the procedure is to secure at lowest level possible, equitable solutions to the grievances of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with the immediate supervisor.

C. Structure:

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

D. Procedure:

Days shall be defined as school days during the school year and Monday through Friday excluding holidays during summer. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be altered by mutual consent. Failure of the Association to move the grievance to the next level shall result in the grievance resolved based upon the employer's previous response.

A teacher with a grievance may proceed individually or together with his Association Representative or through the Association Representative through Formal Level 3 of the Grievance Procedure. The Association shall be the sole determinant on processing the grievance to arbitration.

1. Informal Level:

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

2. Formal Level 1

The formalized grievance shall be submitted, in writing on the proper form including the nature of the grievance, as well as date of occurrence, the article and section allegedly violated, the remedy requested and the signature of the grievant(s), to the Association's grievance chairman and the immediate supervisor. The immediate supervisor shall, within ten (10) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Association's grievance chairman. If the grievant(s) is not satisfied with the disposition of the grievance at this level or if no disposition has been made within ten (10) days of receipt of the grievance at Formal Level 1, the grievant(s) shall, within five (5) days, proceed to Formal Level 2 by filing an appeal with the Superintendent.

3. Formal Level 2:

Within ten (10) days after the grievance has been submitted to the Superintendent, the Superintendent or designee shall meet with the grievant(s) on the grievance. The Superintendent or designee, within ten (10) days after the conclusion of the meeting, shall render his/her written decision thereon with copies sent to the Association's grievance chairman and the grievant(s). In the event the grievant(s) is not satisfied with the disposition of the grievance at Formal Level 2, or if no decision has been rendered within ten (10) days from the date of the meeting with the Superintendent or designee, the grievance shall proceed to Formal Level 3.

4. Formal Level 3:

The grievant(s) may submit the grievance to the Association's P R & R Committee within five (5) days from receipt of the Level 2 response. The Committee may elect to propose a compromise for solution to the grievant(s) and if acceptable to take the matter back to the Superintendent or designee to seek mutual acceptance. Such action shall take place within ten (10) days from the Level 2 response.

5. Formal Level 4:

a. Within ten (10) days after receipt of a request by the aggrieved person the PR & R Committee then determines if the grievance is meritorious, if it arises from the language of this Agreement or an alleged breach thereof. The Association may, by written notice to the Board, submit the grievance to arbitration. Arbitration shall not be permitted when the grievance arises from an evaluation or any topic prohibited by law. The written notice must be filed with the Board no later than thirty (30) days from the date of the Superintendent's denial of the grievance.

b. By mutual agreement, the parties may submit the matter to a mediator to be run concurrent to a request for arbitration.

c. Within ten (10) days after written notice of submission to arbitration, the Superintendent and the PR&R Committee will attempt to agree upon a mutually acceptable arbitrator. If the Superintendent and PR&R Committee are unable to agree upon a mutually acceptable arbitrator, the PR&R Committee may appeal the grievance by filing a

Demand for Arbitration with the American Arbitration Association no later than thirty (30) days after written notice of submission to arbitration. The arbitrator will be selected in accordance with the rules of the American Arbitration Association which shall likewise govern the arbitration proceedings.

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

E. Rights to Representation:

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

F. Miscellaneous:

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Representative or the PR&R Committee, the grievance affects a group of teachers, the PR&R Committee may process the grievance at the appropriate level.
2. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation or lack of participation.
4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants and shall not be included in or forwarded with the individual's personnel file when leaving the system.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be jointly prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.
6. Access shall be made available only on items pertaining to the grievance, to parties, places and records for information necessary to determine and process the grievance.
7. In the course of investigation of any grievance, representatives of the Association will report to the principal of the building being visited and state, in writing, immediately upon arrival, the purpose of the visit.
8. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties - providing, however, in the event it is agreed by the Board or ordered by the Arbitrator to hold proceedings during regular working hours, a

teacher participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

9. Any individual employee, at any time, may present grievances to his employer and have the grievances adjusted without intervention of the bargaining representative, if the adjustment is not inconsistent with the terms of a collective bargaining contract or Agreement then in effect. The employee may request that the bargaining representative be given the opportunity to be present at such adjustment.
10. Back pay adjustments if awarded are limited to the date the alleged grievance was filed in writing plus not more than 30 days prior. Pay adjustments are limited to the amount of earnings actually lost with deduction of all sums earned.
11. The failure to re-employ any extra-curricular personnel covered under Schedule A-2 with the exception of guidance, special education, adult education, shall not be grievable.
12. The arbitrator shall have no power to:
  - a. Rule on an issue previously barred from the scope of the grievance procedures.
  - b. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
  - c. Award compensatory or punitive damages.
  - d. Issue a back pay award for any amount in excess of lost salary.
  - e. Establish wage schedules.
  - f. Rule on an issue involving evaluation or any topic prohibited by law.
  - g. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g. Tenure Act, M.E.R.C.)
  - h. Layoff, recall, placement, assignment, evaluation, discharge, discipline merit pay, and prohibited subjects of bargaining are not subject to arbitration, unless permitted by law.

## **ARTICLE 20 ALTERNATIVE/ADULT EDUCATION**

It is recognized by the Association, that it may be desirable to recognize certain working conditions unique to the teachers of Adult Education. The Adult Education teachers shall be represented by the CEA Bargaining Unit. Therefore, the CEA proposed the following understanding relative to their employment. The following articles of the master agreement shall not apply to adult education teachers: Article 4 Seniority, Article 6 Compensation, Article 7 Duty Assignments, Article 9 Teaching Conditions, Article 11 Paid Leaves (except for paragraph B(2), and Article 14 Insurance Protection. All other articles of the contract shall apply to all adult education teachers.

### **Definition:**

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

### **A. Teaching Hours**

1. The hours for High School Completion and Adult Basic Education will be based on the best interest of the students and will be determined by the Administration and in accordance with state guidelines.
2. Provided the following conditions shall be met, a ten (10) minute break period from teaching will be provided based on a two (2) hour class, a fifteen (15) minute break period from teaching based on a 3 1/2 hour class.

- a. The break will be scheduled by the administrative staff of the Adult Education Department.
- b. The break period from teaching is to be considered student/teacher contact and the teacher will be available to the student.

B. Teaching Conditions: The Adult Education administrative staff will have until the end of the fourth week of each semester/trimester to meet the day school class size level.

C. Teachers shall be eligible for up to twelve (12) leave days per year. At the beginning of each year, teachers who have reported for work shall be granted four days and accumulate the rest at a rate of two per month worked; teachers in their first year of service shall be permitted to use days in advance of earning them. In addition to the twelve available in that year, unused days may be accumulated to a total of 130 days for all teachers hired after July 1, 2013. At that date, teachers with more than 130 days accumulated shall have that number frozen as their accumulation limit. Teachers employed during the summer in teaching positions will be granted one additional one (1) day's leave time for each four (4) weeks worked. Partial time will not carry over from one summer to the next.

- 1. Any teacher that has met the cap, starting in the 2013-14 year and has banked excess days for the current school year will be paid at a rate of 50% of the current substitute daily wage. Teachers who may banked more than 130 days will not get paid for more days than the current year but their banked days will stay intact. Payroll specialist will contact CEA members who have accumulated more than 130 days to determine payment for days. Payment will be added to a regular payroll check in July (minus taxes and deductions).

D. Continuity of Operation

Inclement Weather

- 1. Teachers will be paid for the first two days classes are canceled due to inclement weather. Additional days beyond the first two days will be paid when classes are held.
- 2. When day school is canceled due to inclement weather, Adult Education classes will also be canceled.

E. Professional Compensation:

	2022-2023	2023-2024	2024-2025
Step 0-1	33.92	34.94	35.73
Step 2-3	34.99	36.04	36.85
Step 4	36.14	37.22	38.06
Step 5	37.20	38.32	39.18
Step 6	38.47	39.62	40.51

- 1. Teachers new to the bargaining unit shall be placed on Step 0 of the schedule. Movement on the salary schedule shall require the attainment of two (2) years seniority for the first four (4) years of work.
- 2. Teachers will attend in-service or staff meetings as requested, such attendance shall be with pay.
- 3. Teachers shall be eligible for any off-schedule payments if negotiated.



F. Seniority

Certified personnel of the Adult Education Department accrue seniority only in the Adult Education Program. Such seniority will be maintained on a separate seniority list. A seniority list shall be prepared by the Board and disseminated within the guidelines listed elsewhere in this contract. All Adult Education teachers shall be ranked on the list in the order of their last date of hire.

Instructors will be kept on the seniority list under the following criteria:

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

G. Teachers who work 6.5 instructional hours or more per day will be entitled to health insurance on the same basis as non-Adult Education teachers.

H. Adult Education teachers will be allowed, if permissible under the insurance carrier, to purchase insurance at their own expense.

**ARTICLE 21  
MATTERS CONTRARY TO AGREEMENT**

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established personnel policies of the Board affecting teachers.
- B. This Agreement shall be posted online on the school website.
- C. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties, in written and signed amendment to this Agreement.

**ARTICLE 22  
AGREEMENTS CONTRARY TO LAW**

- A. If any provision of this agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- B. If an emergency financial manager is appointed by the State under the Fiscal Accountability Act the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

**ARTICLE 23  
STRIKE PROHIBITION**

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

**ARTICLE 24  
MENTORS**

The Board agrees to follow the state law and state guidelines as they pertain to mentors. Mentor Guidelines can be found on the district website under Staff Access.

- A. Qualified staff may submit their intentions to be considered as mentors by June 1 of each school year. Their names shall remain on the list until they request to be removed or their employment ceases.
- B. In the selection process the following guidelines will be applicable:
  - 1. The ultimate and overriding criteria used by the administrator in selecting a mentor will be the respective candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
  - 2. General criteria in selection will include:
    - a. Tenure
    - b. Minimum of five (5) years teaching
    - c. Same background in major area of instruction (i.e. - lower elementary to lower elementary, grade level to grade level, department to department, etc.)
    - d. Classroom teachers will be matched to classroom teachers.
- C. Regarding appointment, the following will apply:
  - 1. All appointments as mentors will be voluntary.
  - 2. Appointment shall be for three (3) years unless either party requests a change, or their building principal decides it's in the best interests of the parties.
  - 3. The relationship with mentors shall be collaborative.
  - 4. A mentor can have up to two (2) probationary teachers if desired.
- D. Mentor teachers will perform the following activities:
  - 1. Spend approximately 45 minutes of planned time with the assigned probationary teacher twice a month. This time includes weekly in-person or telephone contacts and, if the teacher is having difficulty, impromptu contacts.
  - 2. Document all dates of conferences, personal contacts and classroom visits with the assigned teacher in a conference log which is to be provided to the principal at the end of the school year.

3. Suggest current research, provide insight and suggestions for improving instruction in both the probationary teacher's subject area and in classroom management strategies.
4. At least one planned classroom visit conducted during the year.
5. Help the probationary teacher select appropriate in-service days that meet the State Guidelines (currently fifteen days in a three-year period).

**DURATION OF AGREEMENT**

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

This agreement shall continue in full force and effect to and including June 30, 2025.

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

**BOARD OF EDUCATION OF CARO  
COMMUNITY SCHOOLS  
TUSCOLA COUNTY, MICHIGAN**

By: Kathleen A. Curtis Date: 11/16/22  
By: Barbara A. Ruckle Date: 11/16/22  
By: Bryan McComb Date: 11/16/22  
By: [Signature] Date: 11/16/22  
By: Susan G. Halden Date: 11.17.2022  
By: Greg Gomez Date: 11/18/2022  
By: [Signature] Date: 11.22.22

**CARO EDUCATION ASSOCIATION**

By: [Signature] Date: 11-17-22  
By: [Signature] Date: 11/17/22  
By: [Signature] Date: 11/15/22  
By: [Signature] Date: 11/15/22  
By: Derek Dodge Date: 11/15/22  
By: Shirley Kitcher Date: 11/15/22  
Julie A. Torrey 11/17/22

**SCHEDULE A-1  
2022-2023 CEA SALARY SCHEDULE**

<b>STEP</b>	<b>BA-0</b>	<b>BA-18</b>	<b>BA-35</b>	<b>BA-65</b>	<b>MA-0</b>	<b>MA-10</b>	<b>MA-20</b>	<b>MA-30</b>	<b>Extra Duty Table 1</b>	
0	\$40,800.05	\$41,916.84	\$44,543.34	\$47,104.70	\$44,543.34	\$45,418.49	\$46,318.85	\$47,104.70	STEP 0	\$40,800.05
1	\$42,595.53	\$43,763.79	\$46,504.81	\$49,178.59	\$46,504.81	\$47,415.68	\$48,359.12	\$49,178.59	STEP 1	\$42,595.53
2	\$44,469.80	\$45,688.49	\$48,550.33	\$51,341.77	\$48,550.33	\$49,502.17	\$50,485.53	\$51,341.77	STEP 2	\$44,469.80
3	\$46,424.96	\$47,699.34	\$50,684.10	\$53,695.12	\$50,684.10	\$51,680.06	\$52,706.50	\$53,600.56	STEP 3	\$46,424.96
4	\$48,470.48	\$49,795.29	\$52,916.62	\$55,958.11	\$52,916.62	\$53,956.71	\$55,025.18	\$55,958.11	STEP 4	\$48,470.48
5	\$50,601.10	\$51,986.84	\$55,242.65	\$58,422.82	\$55,242.65	\$56,328.97	\$57,436.30	\$58,422.82	STEP 5	\$50,601.10
6	\$52,828.37	\$54,274.00	\$57,675.84	\$60,991.53	\$57,675.84	\$58,806.28	\$59,973.50	\$60,991.53		
7	\$55,152.30	\$56,664.11	\$60,210.94	\$63,674.76	\$60,210.94	\$61,394.96	\$62,614.71	\$63,674.76		
8	\$57,579.18	\$59,156.13	\$62,861.60	\$66,477.77	\$62,861.60	\$64,095.00	\$65,369.38	\$66,477.77		
9	\$59,517.54	\$61,759.52	\$65,628.88	\$69,401.59	\$65,628.88	\$66,917.97	\$68,248.03	\$69,401.59		
10	\$63,986.79	\$65,741.30	\$69,857.55	\$73,877.14	\$69,857.55	\$71,229.63	\$72,644.79	\$73,877.14		
11-14	\$65,596.31	\$67,394.94	\$71,615.20	\$75,734.60	\$71,615.20	\$73,021.95	\$74,471.78	\$75,734.60		
15-19	\$66,597.53	\$68,393.01	\$72,613.27	\$76,735.82	\$72,613.27	\$74,023.17	\$75,471.95	\$76,735.82		
20-24	\$67,598.76	\$69,392.13	\$73,613.44	\$77,734.94	\$73,613.44	\$75,022.30	\$76,471.07	\$77,734.94		
25+	\$68,928.82	\$70,724.29	\$74,945.60	\$79,068.16	\$74,945.60	\$76,354.46	\$77,803.23	\$79,068.16		

Effective upon ratification, eligible teachers shall receive a step increase. Teacher not eligible for a step or longevity increase shall be paid a lump sum of \$1,500, which may be deposited into a health equity account.

**SCHEDULE A-1  
2023-2024 CEA SALARY SCHEDULE**

<b>STEP</b>	<b>BA-0</b>	<b>BA-18</b>	<b>BA-35</b>	<b>BA-65</b>	<b>MA-0</b>	<b>MA-10</b>	<b>MA-20</b>	<b>MA-30</b>	<b>Extra Duty Table 1</b>	
0	\$42,024.05	\$43,174.34	\$45,879.64	\$48,517.84	\$45,879.64	\$46,781.04	\$47,708.42	\$48,517.84	STEP 0	\$42,024.05
1	\$43,873.39	\$45,076.71	\$47,899.95	\$50,653.94	\$47,899.95	\$48,838.15	\$49,809.89	\$50,653.94	STEP 1	\$43,873.39
2	\$45,803.89	\$47,059.15	\$50,006.84	\$52,882.02	\$50,006.84	\$50,987.24	\$52,000.10	\$52,882.02	STEP 2	\$45,803.89
3	\$47,817.71	\$49,130.32	\$52,204.62	\$55,305.97	\$52,204.62	\$53,230.47	\$54,287.70	\$55,208.58	STEP 3	\$47,817.71
4	\$49,924.60	\$51,289.15	\$54,504.12	\$57,636.85	\$54,504.12	\$55,575.42	\$56,675.93	\$57,636.85	STEP 4	\$49,924.60
5	\$52,119.13	\$53,546.44	\$56,899.93	\$60,175.50	\$56,899.93	\$58,018.84	\$59,159.39	\$60,175.50	STEP 5	\$52,119.13
6	\$54,413.22	\$55,902.22	\$59,406.11	\$62,821.28	\$59,406.11	\$60,570.47	\$61,772.71	\$62,821.28		
7	\$56,806.87	\$58,364.03	\$62,017.26	\$65,585.01	\$62,017.26	\$63,236.81	\$64,493.15	\$65,585.01		
8	\$59,306.56	\$60,930.82	\$64,747.45	\$68,472.10	\$64,747.45	\$66,017.85	\$67,330.46	\$68,472.10		
9	\$61,303.07	\$63,612.31	\$67,597.75	\$71,483.63	\$67,597.75	\$68,925.51	\$70,295.47	\$71,483.63		
10	\$65,906.40	\$67,713.53	\$71,953.27	\$76,093.46	\$71,953.27	\$73,366.52	\$74,824.13	\$76,093.46		
11-14	\$67,564.20	\$69,416.79	\$73,763.66	\$78,006.64	\$73,763.66	\$75,212.61	\$76,705.93	\$78,006.64		
15-19	\$68,595.46	\$70,444.80	\$74,791.67	\$79,037.90	\$74,791.67	\$76,243.87	\$77,736.11	\$79,037.90		
20-24	\$69,626.72	\$71,473.89	\$75,821.84	\$80,066.99	\$75,821.84	\$77,272.96	\$78,765.20	\$80,066.99		
25+	\$70,996.68	\$72,846.02	\$77,193.97	\$81,440.20	\$77,193.97	\$78,645.09	\$80,137.33	\$81,440.20		

Effective upon ratification, eligible teachers shall receive a step increase. Teacher not eligible for a step or longevity increase shall be paid a lump sum of \$1,500, which may be deposited into a health equity account.

**SCHEDULE A-1  
2024-2025 CEA SALARY SCHEDULE**

<b>STEP</b>	<b>BA-0</b>	<b>BA-18</b>	<b>BA-35</b>	<b>BA-65</b>	<b>MA-0</b>	<b>MA-10</b>	<b>MA-20</b>	<b>MA-30</b>	<b>Extra Duty Table 1</b>	
0	\$42,969.59	\$44,145.77	\$46,911.93	\$49,609.49	\$46,911.93	\$47,833.62	\$48,781.86	\$49,609.49	STEP 0	\$42,969.59
1	\$44,860.54	\$46,090.93	\$48,977.70	\$51,793.66	\$48,977.70	\$49,937.01	\$50,930.61	\$51,793.66	STEP 1	\$44,860.54
2	\$46,834.48	\$48,117.98	\$51,131.99	\$54,071.87	\$51,131.99	\$52,134.45	\$53,170.10	\$54,071.87	STEP 2	\$46,834.48
3	\$48,893.61	\$50,235.75	\$53,379.22	\$56,550.35	\$53,379.22	\$54,428.15	\$55,509.17	\$56,450.77	STEP 3	\$48,893.61
4	\$51,047.90	\$52,443.15	\$55,730.46	\$58,933.68	\$55,730.46	\$56,825.86	\$57,951.14	\$58,933.68	STEP 4	\$51,047.90
5	\$53,291.81	\$54,751.24	\$58,180.18	\$61,529.45	\$58,180.18	\$59,324.26	\$60,490.48	\$61,529.45	STEP 5	\$53,291.81
6	\$55,637.52	\$57,160.02	\$60,742.75	\$64,234.76	\$60,742.75	\$61,933.31	\$63,162.59	\$64,234.76		
7	\$58,085.02	\$59,677.23	\$63,412.65	\$67,060.67	\$63,412.65	\$64,659.64	\$65,944.25	\$67,060.67		
8	\$60,640.96	\$62,301.76	\$66,204.27	\$70,012.72	\$66,204.27	\$67,503.26	\$68,845.40	\$70,012.72		
9	\$62,682.39	\$65,043.58	\$69,118.70	\$73,092.01	\$69,118.70	\$70,476.33	\$71,877.12	\$73,092.01		
10	\$67,389.29	\$69,237.09	\$73,572.22	\$77,805.56	\$73,572.22	\$75,017.26	\$76,507.67	\$77,805.56		
11-14	\$69,084.40	\$70,978.67	\$75,423.34	\$79,761.79	\$75,423.34	\$76,904.90	\$78,431.82	\$79,761.79		
15-19	\$70,138.86	\$72,029.81	\$76,474.48	\$80,816.25	\$76,474.48	\$77,959.36	\$79,485.17	\$80,816.25		
20-24	\$71,193.32	\$73,082.06	\$77,527.84	\$81,868.50	\$77,527.84	\$79,011.61	\$80,537.42	\$81,868.50		
25+	\$72,594.11	\$74,485.05	\$78,930.83	\$83,272.61	\$78,930.83	\$80,414.60	\$81,940.42	\$83,272.61		

Effective upon ratification, eligible teachers shall receive a step increase. Teacher not eligible for a step or longevity increase shall be paid a lump sum of \$1,500, which may be deposited into a health equity account.

**SCHEDULE A-2  
EXTRA DUTY SCHEDULE**

<b>ACTIVITY</b>	<b>Varsity</b>	<b>Var Asst</b>	<b>2nd Var Asst</b>	<b>Junior Varsity</b>	<b>JV Asst</b>	<b>9th Grade</b>	<b>8th Grade</b>	<b>7th Grade</b>	<b>MS Asst</b>
Baseball	11%			8%					
Basketball*	12%			8%		8%	6%	6%	
Bowling*	7%								
Cheerleading Fall	5%								
Cheerleading Winter	7%								
Cross Country*	10%	7%							
Football	12%	8%	6%	8%	8%		6%		6%
Golf*	7%								
Soccer*	10%								
Softball	11%			8%					
Swimming*	10%	7%	Diving \$9.25/hr						
Tennis*	7%								
Track*	11%	8%					6%	6%	
Volleyball	10%			8%		8%	6%	6%	
Wrestling	11%	8%					6%		

\*Coaches for both boys and girls teams receive amount listed.



<b>EXTRA DUTY ACTIVITY</b>		
Academic Games/Clubs	1%	Per teacher advisor – See Article 7.b of Schedule A-2 “Conditions of Extra Duty Schedule”
Class Advisors:		
Freshman	1%	
Sophomore	1%	
Juniors	1%	
Seniors	2%	
Debate	11%	Per year
Department Heads & Key Teachers	3%	Of Step 0 – Extra Duty Table 1
Drama	3%	Per play (more than two will require administrative approval)
Extra Class	20%	Of Step 0 – Extra Duty Table 1 (TENURED TEACHERS ONLY)
Forensics	5%	Per year
Guidance	3%	Of current step of contract
Instrumental Music	15%	Per year
Mentors	2%	Of Step 0 – Extra Duty Table 1
Miscellaneous Hourly	\$30	Per hour (after school tutoring, lunch duty, lunch study, after school detention, homework club)
Musical	9%	Per musical (to be divided by director)
Newspaper	4%	If outside class (2% if inside class)
NHS Advisor	1%	Per year
Robotics Coach	3%	Per team (high school, middle school)
Special Ed	3%	Of current step; teachers transferred to special education or hired after June 30, 2005, will no longer be eligible for extra duty
Student Council	1%	Grade level represented
Summer Reading	\$30	Per hour
Summer School	\$30	Per hour
Vocal Music*	1.5% HS	Per evening or Saturday performance beyond one * (more than two will require administrative approval and a combined performance of MS & HS shall count as one performance)
Vocal Music*	1.5% MS	Per evening or Saturday performance beyond one * (more than two will require administrative approval and a combined performance of MS & HS shall count as one performance)
Yearbook	8%	If outside class (3% if inside class)

**SCHEDULE A-2**  
**CONDITIONS OF EXTRA DUTY SCHEDULE**

1. Percentages are applied to the Extra Duty Schedule A-2 pay based on the teacher's salary base rate (BA level), steps 0-5, unless otherwise indicated. The experience is based on the number of years in the Extra Duty position within Caro Community School System. Number of years in an extra duty position as it relates to athletics shall mean number of years of continuous service in the same sport.
2. Each sport may individually alter the compensation percentages of their coaching staff to either add/or delete coaches within their individual programs without altering the total percentage compensation of the program as a whole with the consent of the Head Varsity Coach and the Athletic Director.
3. All assistant coaching positions will be based on the number of participants and head coach and athletic director recommendation.
4. Extra Duty compensation will be paid at the end of the season in a lump sum upon submission of reports as required. If the activity is a year-round activity, the staff member may elect to receive half at the end of January. Such an election must be made prior to 31<sup>st</sup> of December.
5. The compensation of teachers for extra duties is set forth in Schedule A-2 which is attached. The Board has the right to fill vacancies in the Schedule A-2 area with non-bargaining unit members. If bargaining unit members and external candidates are equally qualified, preference will be given to bargaining unit members.
6. A written yearly report will be submitted for each extra-curricular assignment. Information should include:
  - a. Persons involved in the activity
  - b. Summary of activities
  - c. Recommendations for changes
  - d. Schedule
  - e. Scores
  - f. Results

Reports are not necessarily limited to the above items.
7. The Board of Education reserves the right to determine what extra-curricular activities will take place during the present contract year. If a member wishes to establish a new club or activity, he/she shall contact the building administrator and follow administrative protocol.
  - a. Activity or club must be approved by the administrator and be in existence for one year to be considered for compensation. Club or activity must be school related and must provide a recommendation/reason for consideration of compensation.
  - b. See Building Principal for list of currently approved activities and clubs.
8. All extra-curricular assignments are made on a year-to-year basis.

**SCHEDULE A-3  
HEALTH INSURANCE**

**PAK A Plan Brief Description Medical MESSA ABC Plan 1**

**Health** In-Network Deductible: \$1300/\$2600 or \*as per IRS regulations  
Out-Of-Network Deductible: \$2600/\$5200  
OV/UC/ER Copay: N/A ABC Rx

**Dental** 80/80/80/80:1500(1500)  
Class I: 80%  
Class II: 80%  
Class III: 80%  
Class IV: 80%  
Annual Max Class I, II, III: \$1,500,  
Lifetime Max Class IV: \$1,500  
X-Rays paid under: Class II  
Adult Orthodontics: No  
Sealants: No  
Cleanings: 2 per year

**Vision** VSP 2 S Plan year July to July

**Negotiated LTD** LTD 66 2/3% Max \$4,500  
Replacement %: 66.67  
Maximum Benefit: \$4,500  
Maximum Monthly Salary: \$6,750  
Waiting Period: 90 Calendar Days Modified Fill  
Alcohol/Drug: 2 Year Limitation  
Mental/Nervous: 2 Year Limitation  
Social Security Offset: Primary  
Own Occupation: 3 years Minimum Benefit: 5%  
Survivor Income Benefit: 0 months  
Pre-Existing Conditions: Waived  
Freeze on Offsets: Yes COLA: No  
Educational Supplemental Program: No

**PAK Life** \$45,000 PAK Life Individuals  
\$45,000 PAD AD&D Individuals  
Basic Term Life Basic Term Life w/ Med \$5,000

**PAK B Plan Brief Description**

**Dental** 90/90/90/80:1500/1500  
Class I: 90%  
Class II: 90%  
Class III: 90%  
Class IV: 80%  
Annual Max Class I, II, III: \$1,500,  
Lifetime Max Class IV: \$1,500  
X-Rays paid under: Class II  
Adult Orthodontics: No  
Sealants: No  
Cleanings: 2 per year

**Vision**

VSP 3 G Plan year July to July

**Negotiated LTD**

LTD 66 2/3% Max \$4,500  
Replacement %: 66.67 1  
Maximum Benefit: \$4,500  
Maximum Monthly Salary: \$6,750  
Waiting Period: 90 Calendar Days Modified Fill  
Alcohol/Drug: 2 Year Limitation  
Mental/Nervous: 2 Year Limitation  
Social Security Offset: Primary  
Own Occupation: 3 years Minimum Benefit: 5%  
Survivor Income Benefit: 0 months  
Pre-Existing Conditions: Waived  
Freeze on Offsets: Yes COLA: No  
Educational Supplemental Program: No

**PAK Life**

\$50,000 PAK Life  
\$50,000 PAK AD&D

## SCHEDULE A-4 CARO COMMUNITY SCHOOLS CALENDAR 2022-2023

AUGUST 2022							<p><b>22-23</b> Teachers' PD Day</p> <p><b>24</b> First Day for Students – Student Early Release 11:45AM – Teachers' ½ Day PD – Start of Trimester 1</p>	FEBRUARY 2023							<p><b>3</b> Student Early Release 11:45AM – Teachers' ½ Day PD</p> <p><b>8</b> Count Day</p> <p><b>17</b> Presidents' Day Weekend – No School</p> <p><b>20</b> Presidents' Day – No School</p>					
S	M	T	W	Th	F	S		S	M	T	W	Th	F	S						
	1	2	3	4	5	6				1	2	3	4							
7	8	9	10	11	12	13	5	6	7	8	9	10	11	12	13	14	15	16	17	18
14	15	16	17	18	19	20	19	20	21	22	23	24	25	19	20	21	22	23	24	25
21	22	23	24	25	26	27	26	27	28					26	27	28				
28	29	30	31																	
SEPTEMBER 2022							<p><b>2</b> Labor Day Weekend – No School</p> <p><b>5</b> Labor Day – No School</p> <p><b>23</b> Student Early Release 11:45AM – Teachers' ½ Day PD</p>	MARCH 2023							<p><b>3</b> Student Early Release 11:45AM – Teachers' ½ Day Records</p> <p><b>6</b> Start of Trimester 3</p> <p><b>27-31</b> Spring Break - No School</p>					
S	M	T	W	Th	F	S		S	M	T	W	Th	F	S						
				1	2	3				1	2	3	4							
4	5	6	7	8	9	10	5	6	7	8	9	10	11	12	13	14	15	16	17	18
11	12	13	14	15	16	17	12	13	14	15	16	17	18	19	20	21	22	23	24	25
18	19	20	21	22	23	24	19	20	21	22	23	24	25	26	27	28	29	30	31	
25	26	27	28	29	30		26	27	28	29	30	31								
OCTOBER 2022							<p><b>5</b> Count Day</p> <p><b>21</b> Student Early Release 11:45AM – Teachers' ½ Day PD</p>	APRIL 2023							<p><b>3</b> School Resumes</p> <p><b>7</b> Good Friday – No School</p>					
S	M	T	W	Th	F	S		S	M	T	W	Th	F	S						
						1							1							
2	3	4	5	6	7	8	2	3	4	5	6	7	8	9	10	11	12	13	14	15
9	10	11	12	13	14	15	9	10	11	12	13	14	15	16	17	18	19	20	21	22
16	17	18	19	20	21	22	16	17	18	19	20	21	22	23	24	25	26	27	28	29
23	24	25	26	27	28	29	23	24	25	26	27	28	29	30						
30	31						30													
NOVEMBER 2022							<p><b>4</b> Student Early Release 11:45AM – Teachers' ½ Day PD</p> <p><b>11</b> Student Early Release 11:45AM – Teachers' ½ Day Records</p> <p><b>14</b> Start of Trimester 2</p> <p><b>23-25</b> Thanksgiving Break - No School</p>	MAY 2023							<p><b>12</b> Student Early Release 11:45AM – Teachers' ½ Day PD</p> <p><b>29</b> Memorial Day – No School</p>					
S	M	T	W	Th	F	S		S	M	T	W	Th	F	S						
		1	2	3	4	5		1	2	3	4	5	6							
6	7	8	9	10	11	12	7	8	9	10	11	12	13	14	15	16	17	18	19	20
13	14	15	16	17	18	19	14	15	16	17	18	19	20	21	22	23	24	25	26	27
20	21	22	23	24	25	26	21	22	23	24	25	26	27	28	29	30	31			
27	28	29	30				28	29	30	31										
DECEMBER 2022							<p><b>22-30</b> Christmas Break - No School</p>	JUNE 2023							<p><b>2</b> Last Day – Student Early Release 11:45AM – Teachers' ½ Day Records</p>					
S	M	T	W	Th	F	S		S	M	T	W	Th	F	S						
				1	2	3					1	2	3							
4	5	6	7	8	9	10	4	5	6	7	8	9	10	11	12	13	14	15	16	17
11	12	13	14	15	16	17	11	12	13	14	15	16	17	18	19	20	21	22	23	24
18	19	20	21	22	23	24	18	19	20	21	22	23	24	25	26	27	28	29	30	
25	26	27	28	29	30	31	25	26	27	28	29	30								
JANUARY 2023							<p><b>2</b> Christmas Break – No School</p> <p><b>3</b> School Resumes</p> <p><b>16</b> MLK Day - No School</p> <p><b>27</b> Student Early Release 11:45AM</p>	<p>All days indicated by <i>gray italic</i> are school days. Dates colored <b>blue</b> are school days with special events or half days. Days in <b>red</b> indicate no school for students. 180 days for students / 182 for staff</p> <p>Days cancelled due to weather will be added to the end of the school calendar if necessary.</p>	<p>1<sup>st</sup> Trimester - August 24 - November 11 56 Days (51 + 5 half days)</p> <p>2<sup>nd</sup> Trimester - November 14 - March 3 66 Days (63 + 3 half days)</p> <p>3<sup>rd</sup> Trimester - March 6 - June 2 58 Days (56 + 2 half day)</p>											
S	M	T	W	Th	F	S														
1	2	3	4	5	6	7														
8	9	10	11	12	13	14														
15	16	17	18	19	20	21														
22	23	24	25	26	27	28														
29	30	31																		