

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



2017-2018

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## **CONDITIONS OF THE CONTRACT**

This Agreement entered into on the September 1, 2017, by and between the Board of Education of the Carman-Ainsworth Community Schools, Flint, Michigan, hereinafter called the “Board,” and/or the “Employer,” and the Carman-Ainsworth Education Association, an affiliate of the Michigan Education Association and the National Education Association, hereinafter called the “Association.”

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

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

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

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

### **ARTICLE I**

#### **RECOGNITION**

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

## **ARTICLE II**

### **BOARD RIGHTS AND RESPONSIBILITIES**

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

## **ARTICLE III**

### **ASSOCIATION RIGHTS AND RESPONSIBILITIES**

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

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

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

## **ARTICLE IV**

### **ASSOCIATION SECURITY AND PAYROLL DEDUCTIONS**

Public Acts 53 and 349 of 2012 prohibit the district from complying with Association Security and Payroll Deductions. Therefore the language has been moved to Appendix A and will be enforceable should there be legal circumstances that allow the district to comply with the language in Appendix A.

- A. The Board shall furnish the Association the names of all new teachers (with current addresses and school assignments) as they are hired. This Section shall go into effect as of ratification.
- B. The Board shall also make payroll deductions upon written authorization from teachers for annuities, credit union, savings bonds, or any other plans or programs jointly approved by the Association and the Board.
- C. Payroll deduction shall be available for all existing additional MESSA programs and new programs jointly approved by the Board and the Association.
- D. Teachers hired after ratification of the 2004-2007 collective bargaining agreement shall be paid on the 26/27 pay option.

## **ARTICLE V**

### **TEACHING CONDITIONS**

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

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program as such the following class size limits will commence with the third student contact week of the course/class. Should the district and association mutually agree that a particular class/course overload is necessary the parties will come to agreement on how such overload(s) will be assigned and compensated.

Grade Level

Kindergarten	27
1 <sup>st</sup> - 2 <sup>nd</sup>	28
3 <sup>rd</sup>	29
4 <sup>th</sup> - 5 <sup>th</sup>	32

GAM – Grade Level Class Size +3

1. ELEMENTARY SPECIAL AREAS

- a. Physical Education, Music, Art, Curriculum Enhancement - Class size shall be set at the grade level being serviced plus three.
- b. Gifted 29

2. GENERAL EDUCATION, MIDDLE SCHOOL

Grade Level

Social Studies	32
Science	32
Math	32
English	32
Reading	24
All other subjects	32

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

\*Vocal and Instrumental Music excluded from class size maximum.

3. GENERAL EDUCATION, SECONDARY

The scheduled class size is for the purposes of sectioning in the spring. Max Class size refers to the final class size excluding overloads as defined in Section A of this Article. In no event shall class sizes exceed thirty-seven (37) with the exception of Vocal and Instrumental music.

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

Grade Level

English	31
Reading Lab	29



Social Studies	35
Algebra I	32
Geometry	37
Pre-Calculus	37
Advanced Algebra	37
AP Calculus	37
Functions/statistics/trig	37
Probability & Statistics	37
Computer Science/AP CS	32
Science	35
Foreign Lang.	31
Industrial Arts	31
Drafting	31
Career Technical Ed. (CTE)	31
Life skills	31
Art	31
Health	35
Physical Education	37

#### 4. GENERAL EDUCATION, COMBINATION CLASSROOMS

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

##### Scheduling of Special Needs Students

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

#### 5. SPECIAL EDUCATION

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

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

**B. COUNSELING SERVICES**

Any counseling positions reduced through attrition beyond the minimum of 6 will be replaced by a certified EA member, whose certification may be, but is not limited to, roles such as: social worker; psychologist; counselor.

In recognition of the value of providing counseling services to our students, the district will provide counseling services at each level (High School, Middle School and Elementary). Whenever possible, grants and/or other funding may be used to provide these services.

Counseling work year may be adjusted per article V J 14.

**C. MEDIA**

When media services are provided, the media center will be staffed to meet AdvancED standards.

- D. The Board agrees at all times to keep the school adequately equipped and maintained.
- E. The Board shall provide a teacher reference library in each school and include therein all texts which are reasonably requested by the teachers and approved by the principal of that school.
- F. The Board will make available in each school adequate typing and duplicating facilities to aid teachers in the preparation of instructional materials.
- G. The Board shall provide:
  1. Separate desks with drawer space for each teacher in the district.
  2. Suitable lockable space for each teacher to store personal items.
  3. Adequate chalkboards and bulletin board space where needed.
  4. Teacher's editions of all texts used in each of the courses s/he is to teach, if available from the publisher, exclusively for each teacher's use.
  5. A suitable dictionary in each classroom, if requested by the teacher and approved by the building principal.

6. Adequate storage space in each classroom for instructional materials.
  7. Appropriate textbooks, attendance books and adequate quantities of paper, pencils, pens, chalk, erasers and other materials required in daily teaching responsibilities.
  8. Smocks, as requested by the teacher and approved by the building principal, which are cleaned weekly, for teachers in the following areas: life skills, industrial arts, art, and science (lab courses).
- H. The Board shall continue to provide in each building adequate restrooms and lavatory facilities exclusively for staff and at least one (1) appropriately furnished teacher's lounge. Supplies and furnishings shall be of at least moderate quality.
- I. Telephone facilities shall continue to be made available to teachers for professional use.
- J. All teaching hours and schedules including marking periods shall be developed within the following parameters:
1. All elementary teachers shall be entitled to a duty free, uninterrupted forty-five (45) minute lunch period. Secondary teachers shall be entitled to at least a thirty (30) minute duty free, uninterrupted lunch period.
  2. All elementary teachers shall have regularly scheduled planning time of at least 250 minutes per week, which shall be scheduled in blocks of at least twenty five (25) consecutive minutes, with at least one such block scheduled each day. Whenever possible, elementary planning periods shall be scheduled in blocks of fifty (50) minutes. All secondary teachers shall have regularly scheduled planning time of at least 275 minutes per week, which shall be scheduled in blocks of at least twenty five (25) consecutive minutes, with at least one such block scheduled each day. Planning periods throughout a building shall be equalized to the greatest extent possible.

In the event of a lack of substitute coverage to ensure that students are properly supervised in a safe learning environment, we will use the following transparent process that will be communicated to staff. The administrator/designee will first ask for volunteers to cover classes, and after those resources are exhausted, an administrator will give notice to available teachers and certified staff available during the time period. Notifications will be given to cover classes by rotating through the available staff. This process will be used to distribute the responsibilities of student coverage during a sub shortage so that the burden of coverage is shared among staff. Teachers shall be compensated at the substitute rate during the pay period for which the coverage falls.

Planning periods may be altered to accommodate mandated testing.

Teachers will notify the main office when leaving the building for school business during their planning hour. Teachers may leave the building for personal business on their planning

period with administrator approval. During special circumstances, an administrator may have staff remain on-site during their planning period.

3. A teacher's daily schedule shall not exceed a maximum of a 7½ hour continuous block of time.
4. No teacher shall have a daily teaching schedule that requires him/her to report earlier than 7:10 a.m. with the exception of late start Wednesdays or a zero (0) hour class.
5. No teacher shall be required to supervise during his/her lunch period. Student lunch supervision may be made both a part of and in place of regular class assignment. Supervision during a teacher's lunch period is voluntary in exchange for an equal number of minutes in early teacher dismissal.
6. Kindergarten sessions shall coincide with building schedules.
7. Elementary teachers will be released from duty during recess periods, except when scheduled for supervision.
8. Teachers having a first (1<sup>st</sup>) period shall report to their immediate classroom area ten (10) minutes prior to the start of their first class and are to use this time for the conduct of professional duties which shall include, but not be limited to, supervision of students. Teachers scheduled for the last instructional period of the day shall remain in their classroom area, except in cases of emergency, ten (10) minutes after classes are dismissed. All teachers' lunch periods shall be scheduled between 10:30 a.m. and 2:15 p.m.
9. It is the Board's responsibility to establish the beginning and ending times of a school day within the parameters of this contract. When a building schedule is to be realigned within these times, the following procedure shall be followed:
  - a. Following consultation with the teachers involved, the building principal will develop individual building schedule options within the parameters.
  - b. Proposed schedules are subject to approval by a majority of the building faculty in a secret ballot vote conducted by the Faculty Advisory Council.
  - c. If realignment must take place during the summer, the principal shall set a temporary schedule to begin school. Adjustments made after the process has been completed shall be accomplished as soon as practical.
  - d. Notice of a proposed change of schedules shall be forwarded to the Association President Forty-eight (48) hours prior to vote.
10. Teachers who teach in more than one (1) building shall have time provided for travel outside of lunch and preparation times provided for in this Article. Such time for travel will be granted from the ten (10) minutes of supervision time before the teacher's first class and

the ten (10) minutes of supervision after the teacher's last class that is the obligation of all other teachers.

11. The maximum weekly teaching load will be five (5) unassigned hours of preparation and twenty-five (25) contact hours which shall include passing time. Secondary teachers shall be assigned to no more than five (5) classes per day. Instructional Specialists and Coordinators shall be assigned to six (6) hours per day or thirty (30) hours each week.
12. The master schedule of each secondary building for the current school year will be mutually reviewed by the Board and the Association prior to the first day of school.
13. At the High School, zero (0) hour sections will be limited to no more than three (3). If no staff member volunteers, the specific department/PLC may give input for staffing to the Principal. Zero hour teachers will have coverage provided in order to participate in all scheduled professional development opportunities during late start Wednesdays.

Teachers on an alternate 2<sup>nd</sup> through 7<sup>th</sup> schedule will be assigned on a volunteer basis. If no staff member volunteers, the specific department/PLC may give input for staffing to the Principal. Teachers with a 2<sup>nd</sup> through 7<sup>th</sup> hour schedule will fulfill their professional development obligations on late-start Wednesday's beginning at 7:55 a.m. In the event that said teachers are requested, or approved to attend by the building principal, they will be compensated for the additional hour at curriculum rate.

14. Non-load bearing members may have a different work year than load bearing members. Non-load bearing members will work the same number of days as load bearing members. Any additional days beyond the non-load bearing schedule shall be voluntary and compensated at a rate agreed upon between the association and the board, on the basis of the work being done, to be pre-determined in writing. No one will be assigned to work in July, weekends, weeks with less than three (3) days or holidays unless mutually agreed upon.

For the purpose of work year, non-load bearing members consist of: instructional specialists, counselors, academic coaches, social workers, curriculum coordinators, psychologists, teacher consultants, media specialists, nurse, speech language and department chairs. If there are multiple qualified volunteers for an alternative schedule, members will be selected in the following order: 1. successful experience at the task, 2. area of specialization, 3. seniority.

Specific to non-load bearing staff where a supervisor determines an alternative work year schedule is necessary; the schedule will be mutually developed by the supervisor and member and submitted by July 1<sup>st</sup> to the Human Resource (HR) department and EA President. Changes to the schedule within the same school year must be mutually agreed to by the supervisor and member and approved by HR department and EA President at least seven (7) work days before change occurs. If an agreement between supervisor and member cannot be reached by July 1<sup>st</sup> for the following year, the Assistant Superintendent for HR and EA President or designee, shall mutually agree on the calendar and that agreement will be binding.

- K. If teachers in a building, through consensus, decide to formulate a schedule that does not fit the parameters of Article V J, of the master agreement, the following process shall be followed:
1. All teachers of the affected building will have input into the proposed schedule.
  2. The F.A.C. will develop a written draft of the proposed schedule.
  3. The aforementioned proposal(s) are subject to the approval of the Board and the Association Executive Committee each year.
  4. Following approval, a secret ballot vote shall take place. In order for the changes in the schedule to be made, there must be an 80% approval by 100% of the building teachers.
  5. The proposed change(s), if approved, shall take place and shall remain in effect as long as the proposal states.
  6. If the approved proposed changes are made at the end of the school year, the changes shall take place the following year.
  7. At the conclusion of the year implemented, an evaluation shall take place.
- L. When the media specialist and/or librarian is not on duty in the library, only certificated personnel or responsible adults shall supervise the students in the library.
- M. Nothing in this Article shall be interpreted to prevent any teacher from volunteering for emergency teaching assignments.
- N. Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety or well-being.
- O. 1. Whenever it is known that school is not to be in session because of conditions not within the control of school authorities not limited to heat, water or weather conditions, students and teachers shall have notification as soon as practical prior to the time school is to begin, and teachers shall not be required to report for work.
2. If school is in session and students are sent home because of heat, water, or weather conditions, teachers shall be relieved of duty when students have been dismissed.
- P. The Association and the Board recognize that professional responsibilities and duties may not be confined to the normal teaching day. Attendance for these professional responsibilities and duties shall be voluntary.

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

It is the responsibility of the teacher, when an individual parent initiates a conference, to schedule said conference within three (3) working days at a time that is convenient to the teacher.

**Q. School improvement plans/strategic planning/site-based decision making**

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

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

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

## **ARTICLE VI**

### **LEAVE PAY**

- A. Members will be allotted 12 days eight (8) sick days and four (4) personal days at the beginning of each school year. Every new teacher to the district will donate one sick day to the sick bank. Use of personal days around a holiday will still require administrator approval, in addition to working four events prior to use of those personal days. Worked events can carry forward one (1) year.

*A teacher qualifies to use personal days attached to a holiday if he/she participates in four (4) or more events outside of the regular school day. The parameters for those events and the use of the time shall be as follows:*

- 1. The faculty advisory council in each building shall determine a building list of events that shall qualify toward the minimum of four (4) events in which a teacher must participate.*
- 2. The principal shall determine the number of staff members necessary to fulfill the work requirements of the event with input from the faculty advisory council.*
- 3. Events must be at least two (2) hours in length to qualify for the use of the personal day.*
- 4. In any one (1) year a maximum of two (2) personal days may be used attached to the beginning of the holiday or at the end of the holiday recess. Teachers may only attach personal days to the start or the end of the holiday recess.*
- 5. A maximum of fourteen (14) teachers may use personal days attached to the beginning or end of a holiday period on a first come first serve basis.*
- 6. Application for use of personal days attached to a holiday may only be made after the completion of the required events.*
- 7. Working four (4) or more events in any one year earns the teacher the right to use a personal day attached to a holiday one (1) time during the year in which the events occurred or the entitlement can be carried over into the following year.*

- B. When an employee does not report within the first two weeks of the school year, the leave credited will be prorated by the hour for time not worked. Employees who have unpaid leaves during the year and/or whose employment terminates prior to the end of the school year will have any leave accrual for that year prorated by the hour for time not paid. The unused portion of such allowance shall be accumulated to 180 days.
- C. Teachers using two (2) or less sick days will earn the right to convert one (1) sick day to a personal day for the following year.
- D. Unused personal days will be carried over as sick days into the following school year.
- E. Sick days may be used for the following:
  - 1. Personal illness or disability. The teacher may use all or any portion of sick and personal days accumulated to recover from illness or disability which shall include childbirth and complications of pregnancy.
    - a. If the Board has reason to suspect abuse of sick days, a teacher may be asked to provide verification of illness or disability. The phrase “reason to suspect abuse” shall mean a specific instance that creates reasonable suspicion on the part of the administrator of abuse. In that situation, the administrator must then notify the member of that suspicion and may request verification of further absences. This request can last no longer than one (1) year from date of notification.
    - b. Should time and/or circumstances not allow the administrator to make written notification and enough peripheral evidence exists to create reasonable suspicion of abuse, the administrator shall notify the association president and discuss the suspicions and reasons for suspected abuse. After this discussion, if the administrator still has suspicions then he/she may contact the member verbally, notify the member of suspected abuse and request verification prior to the days being taken. This request shall be followed by written confirmation, not to be placed in personnel files, outlining reasons for suspicions, with a copy sent to the association president.
    - c. When abuse is suspected, “verification” shall mean an “appointment card,” note signed by a physician or other such proof. Verification must include the time period for which the employee is/was unable to work and why the employee is/was unable to work. If the initial verification provided is not sufficient to alleviate suspicion of abuse, then the administrator may request an evaluation by a physician of the district’s choice at the school district’s expense.
    - d. For a continuing illness or disability of five (5) or more days, the teacher may be asked to supply verification upon request.
  - 2. Illness of an immediate family member. For serious illness or medical care of the spouse, son or daughter, parents, siblings, in-laws, close friend living in the home or other



dependent, which requires the presence of the teacher in order to provide the necessary care; or critical illness of the spouse, child, siblings, parents or in-laws.

3. Death in the family. For the teacher's use in case of death in the immediate family: The immediate family will include residents of the employee's household, dependents, parents, parents-in-law, children, siblings, grandparents, grandchildren, and any person who has acted in loco parentis for the employee or vice-versa.
  4. Court appearances not delineated in Article VI D 2.
  5. Travel. A reasonable length of time for travel is included in all above allowances.
  6. Death of close friends or relatives outside the immediate family. No more than three (3) days including travel time to attend the funeral of a close friend or relative outside the immediate family. In extenuating circumstances additional travel time may be approved by the Office of Human Resources.
- F. Leave with pay, not chargeable against the teacher's sick and personal days shall be granted for the following reasons:
1. Jury Duty—Absence when a teacher is called to jury duty.
    - a. The teacher is to report to the principal when called for jury duty.
    - b. If a teacher serves, any remuneration paid for jury duty shall be returned to the school district upon receipt, excluding expenses.
    - c. When a teacher is released from jury duty prior to the end of his/her work day, it is the teacher's responsibility to report back to his/her work assignment. When there is less than two hours left in the teacher's workday, the teacher need not report back to work.
  2. Court appearances as a witness in any case connected with the teacher's employment, or the school. If subpoenaed in a case involving the public interest s/he shall be granted leave pay.
    - a. Any remuneration shall be returned to the school district upon receipt, excluding travel expenses.
    - b. This paragraph (VI D 2) shall not apply in cases where the employee and/or the Association is the plaintiff, or where the interests of either the employee and/or the Association are not the same as the employer. At the sole discretion of the employer, exceptions to this language (VI D 2 b) can be made.
  3. Administration approved visitation to another school, or approved educational conference or convention.
  4. Time necessary to submit to selective service physical examinations.

5. A teacher called to active military duty, shall be granted the difference between military pay and current contractual salary, including fringe benefits for a maximum of thirty (30) work days per contract year.

G. If the Board has reason to believe that a teacher is unable to satisfactorily perform his/her professional duties when assigned to a position, or requesting to return to a position, then the Board may require the teacher to submit to a medical examination by a physician of the Board's choice at the Board's expense. A teacher may submit a report of examination by his/her own physician, which shall be considered in conjunction with the Board's report, in any decision regarding the teacher.

#### H. Sick Leave Bank Policy

1. The Association will operate a sick leave bank on a mandatory basis. The Association will establish a committee to administer the sick leave bank and to provide the information to the Business Office which will keep the records. A representative from the Office of Human Resources will serve in the capacity of an advisor to the committee. The Association shall make the sick bank guidelines available to each teacher and apprise teachers in a timely fashion of guideline changes.
2. Members shall donate additional days (in half day increments) to replenish the sick bank to three (3) times the current bargaining unit membership.
3. Additions will be made to the bank at the beginning of each fiscal year according to the above limitations.
4. A person will not be able to withdraw the contributed days.
5. The first twenty-one (21) consecutive work days of illness or disability will not be covered by the bank, but must be covered by the member's own accumulated sick and personal time. Upon exhaustion of accumulated sick and personal time, subject to the limitations of VI F 6 a, the employee will automatically be placed on an unpaid leave of absence. This leave shall not exceed twenty-one (21) days.
6.
  - a. A person credited with less than fifty (50) sick and personal days at the beginning of the school year will not be able to use days from the bank until his or her sick and personal days are depleted to three (3) days.
  - b. A person credited with fifty (50) or more sick and personal days at the beginning of the school year will not be able to withdraw days from the sick bank until his or her sick and personal days are depleted to fourteen (14) days.
  - c. Members drawing from the sick bank will be paid at 80% of the bargaining unit member's salary at the time of the leave.

- d. Follow-up medical appointments will be covered by sick bank only during the same school year as the initial leave.
- 7. An individual may withdraw the number of days from the bank necessary to result in no loss of wages for one year, subject to number 6 above.
- 8. Persons withdrawing days from the bank will not have to replace these days except as a regular contributing member of the bank.
- 9. Any teacher who leaves the employ of the Carman-Ainsworth Community Schools shall donate one third of his/her unused sick and personal days to the sick bank.
- 10. Should the Association require an employee to be evaluated by a physician of the Association's choice prior to determining his/her eligibility or continuing eligibility, the results of such an evaluation will be shared with the Administration.
- I. The Board agrees to make every effort to maintain an adequate list of substitute teachers. Teachers shall be informed by the first day of school of the procedure they are to follow to report unavailability for work. Teachers will not be penalized if, in cases of emergency, they are not able to follow the procedure. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- J. Absence due to injury or illness incurred in the course of the teacher's employment shall be charged against the teacher's sick days on a prorated basis, and the Board, on this basis, may pay the difference between the teacher's daily rate and the benefits received under the Michigan Workers' Compensation Act for the duration of such absence. The total amount received from sick days and Workers' Compensation shall not exceed the employee's regular pay.
- K. Any period of leave under this contract will run concurrently with any leave that is eligible to be taken pursuant to the Family and Medical Leave Act (FMLA).

## **ARTICLE VII**

### **SABBATICAL LEAVES**

- A. After a teacher has been employed at least seven (7) consecutive years and/or at the end of each additional seven (7) or more consecutive year periods, s/he is eligible for a sabbatical leave for professional improvement subject to the following conditions:
  - 1. The Board may grant sabbatical leave up to four (4) teachers for a period not to exceed two (2) semesters at any time.
  - 2. The teacher must hold a Permanent, Professional, Provisional, Continuing or Life certificate.
  - 3. Of the sabbaticals approved, any or all may be one-semester sabbaticals. A teacher on sabbatical may be based in a district building or program to enhance professional growth

and training. The type of growth and training may include the following: curriculum development, training for use of new technology, developing computer skills, learning new teaching strategies, etc.

4. The teacher obligates him/herself to return for one (1) year; otherwise the grant becomes a loan to be repaid within one (1) year with no interest for the first six (6) months. After six (6) months any unpaid balance shall be assessed at an interest factor of six percent (6%) per annum.
5. During the sabbatical leave, the teacher shall have a contract and shall be considered in the employment of the Board.
6. The teacher shall be paid a minimum of one-half (1/2) his/her full annual salary (or more, dependent upon the nature of the leave) and full fringe benefits, provided the teacher does not utilize approved sabbatical leave for gainful employment elsewhere. Educational grants and fellowships shall not be considered as gainful employment.
7. A teacher on sabbatical leave shall be allowed credit towards retirement for time spent on such leave in accordance with the rules and regulations established by the Michigan School Employees Retirement Board. The Board shall reimburse the teacher the dollars equal to the current retirement contribution for the earliest qualifying salary to allow the teacher to purchase a full year's credit for retirement. It is the teacher's obligation to complete the purchase within two (2) years of the completion of the sabbatical leave. Failure to do so within this time limit negates any responsibility for reimbursement on the part of the Board.
8. A teacher, upon return from a sabbatical leave shall be restored to his/her teaching position or, if it does not exist, to a position of like nature. Credit shall be given for all seniority and leave accumulated prior to paid leave and seniority shall accrue for the duration of the leave. Full credit shall be given for salary as though the teacher had not been on leave.

## **ARTICLE VIII**

### **UNPAID LEAVES OF ABSENCE**

#### **A. Conditions of Unpaid Leaves**

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

1. Teachers must have been employed by the district for a period of three years.
2. A leave may not extend into a school year following the one in which the leave commenced.
3. Requests for leaves shall be in writing to the Office of Human Resources and shall contain the type of leave requested, the reason(s) for such leave, the duration of the leave, and the expected date of return to employment.
4. The teacher shall deliver the request for leave to the Office of Human Resources at least sixty (60) days prior to the date on which the leave is expected to commence. Exceptions may be made at the discretion of the Office of Human Resources.

5. All leaves, except deduct leave, are subject to formal Board approval.
6. A teacher shall be notified whether or not leave is granted within thirty (30) working days of receipt of application.
7. Leaves shall be granted to those teachers who meet the conditions of leave as set forth in this Article except in cases of personal, public office, exchange and study leaves which shall be at the discretion of the Board. In cases of personal, public office, exchange and study leaves, employees must meet the conditions of the leave before the leave request can be considered by the Board.

B. Leaves are available for the following purposes:

1. Child Care - A leave of up to one school year related to the birth and/or care of the teacher's child shall be granted. "Teacher's child" shall include natural child, a stepchild, a child that is adopted, or a child receiving foster care from the teacher. Such leave shall be extended up to an additional one (1) years upon request of the teacher. This cannot exceed four (4) continuous years.
2. Personal Illness and Disability - A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year and the leave may be renewed each year upon written request by the teacher. Medical insurance will be continued until the teacher is eligible for Long Term Disability (LTD). For all teachers on LTD, the insurance carrier will cover the cost of the entire medical premium as provided by the existing policy in effect at the time the teacher goes on LTD. Should such leave be extended four times, prior to any additional extension a probable date of termination of necessity for such leave shall be provided by the physician(s) in charge of the case before any additional extension shall be granted by the Board. Should the physician not be able to provide a date of probable termination of the disability, the employee shall be considered permanently disabled and the District's obligation for future employment shall be terminated.
3. Military Leaves - Military leaves of absence shall be granted to any teacher in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).
4. Association Office - A leave of absence shall be granted to any teacher upon application for the purpose of serving as an officer or on the staff of the Association, its parent groups or affiliates. Upon return from such leave, such teachers may be placed at the same position on the salary schedule as they would have been had they taught in the system during the period.
5. Public Office - The Board may grant leaves of absence without pay for a teacher to campaign for, or serve in, a public office. This office may be elective or appointive. Any information released by the Board to interested and qualified persons, regarding such campaign and/or service, shall consist solely of dates of employment in the Carman-Ainsworth Community Schools.
6. Personal Leave - After a teacher has been employed at least four (4) consecutive years, and/or at the end of each additional four (4) or more consecutive year periods, s/he is eligible for a personal leave.

- a. The maximum number of teachers that may be on personal leave at any one time shall not exceed three percent (3%) or 18, whichever is less, of the bargaining unit.
- b. If the number of applicants for personal leave exceeds the maximum, selection shall be made as follows:
  1. Those teachers needing the leave due to an emergency situation, which has been agreed to mutually by the Board and Association, shall be granted said leave.
  2. All other requests shall be divided into two (2) groups: Group A applicants who were granted any leave pursuant to Articles VII and VIII within the last five (5) years excluding leaves taken pursuant to either the FMLA or the USERRA; Group B—All other applicants.
  3. Group B applicants will be selected by lot until their number when added to the number of emergency situation personal leaves pursuant to this Article (VIII B 7 b 1) equals the maximum.
  4. Then applicants from Group A shall be selected by lot until the total number of personal leaves approved equals the maximum.
7. Study - A leave related to the teacher's certification major or minor or study required to meet eligibility requirements for a certificate other than that held by the teacher (or study, research or special teaching assignment involving probable advantage to the school system) may be granted. If said leave is taken with the mutual consent of both parties, the regular salary increment shall be allowed.
8. Exchange Programs - A leave of absence may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other districts, states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teachers' Corps, or Job Corps, as a full time teacher in such programs.

#### C. Return Procedures

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

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

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

## **ARTICLE IX**

### **SENIORITY**

#### **A. SENIORITY**

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

for the duration of employment. The drawing shall take place prior to December 1 each year.

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

## **ARTICLE X**

### **STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. Teachers' authority and effectiveness in the classroom are strengthened by administrative backing and support. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social



workers, law enforcement personnel, physicians, or other professional persons, the principal will take reasonable steps to assist the teacher with respect to such a pupil. However, the principal will take immediate steps to refer the student to the appropriate agency upon written notification by the teacher.

- B. A teacher may use such reasonable physical force as is necessary to protect him/herself from attack, or to prevent injury to others, or as allowed by law.
- C. A teacher may exclude a pupil from the classroom when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. That pupil may be excluded from that class or activity for that day. In such cases the teacher will furnish the principal, as promptly as his/her teaching obligation will allow, full particulars of the incident and follow all procedures as required by law.
- D. Suspension of students from school may be imposed only by a principal, or his/her designated representative. School authorities will endeavor to achieve correction of student behavior through counseling and interviews with the child and his/her parents, when warranted. Transfer of the student to another teacher or other measures may be tried prior to suspension. When a teacher has one or more pupils in class who constitute serious behavioral problems, appropriate action shall be taken by the building principal.
- E. When the administration has knowledge of a student with a recent pattern of threatening, violent and/or dangerous behavior, the administrator shall notify all affected staff members.
- F. Any case of assault upon a teacher shall be promptly reported to the building principal. Before the incident is put in writing, the teacher shall have the right to consult with the Association President. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. This does not include providing legal counsel for litigation.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher, provided the teacher is not found to be liable or negligent by a court of competent jurisdiction.
- H. The Board will fairly reimburse a teacher assaulted while on duty for the school district for any losses, damage, or destruction of clothing or personal property of the teacher.

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

- I. The Board shall not recognize any complaint against any teacher by a parent or guardian unless the following procedures are followed:
  - 1. The complaining party shall first attempt to resolve the problem with the teacher involved, or as an alternative, will confer with the building principal. At the request of either or both

the complainants and teacher involved, the principal shall attempt to arrange a conference between all parties concerned in order to resolve the problem. If, however, either s/he or the complainant or the teacher objects to a conference of all parties, the principal shall discuss the matter with the parties involved separately. In any event, the teacher shall be notified of the problem as soon as possible.

2. Should the problem be placed on the agenda of the Board of Education, the teacher involved shall be furnished a written statement containing the details of the complaint. This written statement shall be provided by the building principal(s) at least five (5) days in advance of the meeting with the Board to which meeting the parties are invited to attend. The Association shall be notified of this meeting and shall have the right to be represented.
  3. No action under this Section shall be taken upon any complaint directed toward a teacher nor shall any notice thereof be included in said teacher's personnel file, unless the matter is promptly reported in writing to the teacher concerned. If any question of professional ethics is involved, the Association shall be notified.
- J. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence, for any damage or loss to person or property.
- K. The Board shall provide appropriate in-service for all teachers in the importance and procedures of universal precautions for use with all students (Communicable Diseases/Medically Fragile Students).

## **ARTICLE XI**

### **PROFESSIONAL BEHAVIOR**

- A. Teachers shall comply with rules, regulations, and directions adopted by the Board, or its representatives, which are not inconsistent with the provisions of this Agreement. Issues arising between the Board and the Association including matters of wages, hours, terms and conditions of employment shall not be discussed with students (e.g., grievances, bargaining issues, and disciplinary investigations).
- B. Alleged breaches of professional behavior shall be promptly reported to the offending teacher. The Association will use its best efforts to assist the teacher in correcting the situation.
- C. Teachers should dress in a professional manner in order to present a positive role model for students.
- D. All information forming the basis for disciplinary action will be made in writing to the teacher and the Association President within ten (10) days of such disciplinary action. All copies will be noted on the original. Discipline shall be done in person or by certified letter. Discipline procedures can be found in the administrative guidelines.
- E. A teacher shall be entitled, upon request, to have a representative of the Association present at any disciplinary meeting or at any investigatory meeting which may lead to discipline. This includes evaluation conferences.

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

## **ARTICLE XII**

### **TEACHER EVALUATION**

- A. Nothing in this Agreement shall prohibit any teacher from doing a self-evaluation. Such evaluations shall be placed in the teacher's personnel file only at the request of the teacher. Any discussion of self-evaluations shall be voluntary. The evaluation process and forms may be found on the district and association websites.
- B. Teacher evaluation procedures can be found in the administrative guidelines.

## **ARTICLE XIII**

### **ACADEMIC FREEDOM**

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

## **ARTICLE XIV**

### **MENTOR TEACHERS**

- A. The parties agree that mentoring is a valuable process providing professional development and educational growth for all parties involved.
- B. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the code.

- C. Each teacher for the first three (3) years in the classroom shall be assigned a mentor teacher by the administration. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- D. Mentor teachers shall be assigned according to these standards:
1. Mentoring shall be voluntary.
  2. The Administration shall provide the Association with a list of teachers in need of mentoring.
  3. Preference will be given to tenured bargaining unit teachers.
  4. The final decision shall be the responsibility of the building administrator.
- E. The mentor/mentee relationship is confidential in nature.
- F. Meetings between mentors and mentees regarding the mentee's professional development and educational growth shall count toward the fifteen (15) day professional development requirement provided that meetings are at least fifteen (15) minutes.
- G. Pathwise mentor teachers shall be released from regular teaching duties on at least four occasions for the purpose of observing the first year mentee. Mentee teachers may be released from regular teaching duties for the purpose of observing other classrooms. Release time will be granted at the discretion of the Assistant Superintendent of Instruction.
- H. Pathwise mentors shall meet with their first year mentee for a minimum of 30 hours throughout the year for the purposes of discussing the mentee's professional development and educational growth.
- I. The amount of time Pathwise mentors need to meet with mentees should decrease throughout the mentee's second and third year of teaching. The minimum number of observations and amount of meeting time for all three years is indicated in the chart below.

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

## **ARTICLE XV**

### **SPECIAL STUDENT PROGRAMS**

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

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

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

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

## **ARTICLE XVI**

### **FACULTY ADVISORY COUNCILS**

- A. In each building there shall be a Faculty Advisory Council (F.A.C.) which shall function as part of the site-based decision making team, working on resolving building level concerns on both contractual and non-contractual issues. The building staff shall establish this Council by September 15 of each year. The first meeting shall be held by September 30 and as often as necessary thereafter, but at least once per month unless there are no agenda items per co-chairs' agreement.
- B. Membership in this Council shall consist of the following:
  - 1. The building principal who shall be one of the co-chairpersons.
  - 2. The Head Association Representative who shall be one of the co-chairpersons.
  - 3. F.A.C. meetings are open to all CAEA members and building administrators.
- C. The co-chairpersons will be responsible for, but not limited to, the following:
  - 1. Developing agendas with input from the staff, including any denied items on the agenda.

2. Chairing meetings.
  3. Publishing jointly written minutes for all F.A.C. meetings, to building CAEA members, building Administration, CAEA President and the Assistant Superintendents.
  4. Conducting elections and tabulating votes involving F.A.C. matters.
  5. Calling general staff meetings about F.A.C. concerns when necessary.
- D. The F.A.C. will be responsible for, but not limited to, the following:
1. Implementing Article V J 9.
  2. Attempting to resolve concerns brought to the Council at the building level.
  3. Transmitting unresolved building concerns to the Problem-Solving Committee.
  4. Making suggestions and recommendations concerning district-wide in-service.
  5. Recommending the method for allocating the teachers' conference fund. The F.A.C. co-chair person can request the teacher conference fund allocation and it shall be supplied to them within a reasonable timeframe.
  6. Reviewing and recommending changes in building handbooks.
  7. A vending machine, or machines, for beverages may be installed in the faculty lounge in each building by the F.A.C. Management and service of said machine shall be the responsibility of the F.A.C. The F.A.C. shall keep profits, assume any losses and decide how the money shall be spent. The F.A.C. co-chair person can request the vending machine balance and it shall be supplied to them within a reasonable timeframe.

## **ARTICLE XVII**

### **PROFESSIONAL DEVELOPMENT**

- A. Both parties recognize the importance of professional development and encourage employees to seek opportunities to participate in professional development activities, both Board provided and otherwise.
- B. With no additional compensation all new employees are required to participate in three (3) days of professional development activities provided by the district prior to the beginning of their first school year. This professional development shall be at the direction of the employer and shall be at no cost to the employee. These three (3) days shall count toward the fifteen (15) day state professional development requirement.
- C. All non-tenured teachers are required by law to participate in fifteen (15) days of professional development during the first three years of employment. State required district-wide professional development days cannot count toward the fifteen (15) days.

- D. The employer agrees to provide a fund for the express use of teachers for professional development which relates to their teaching assignments. The Assistant Superintendent of Instruction will recommend the total amount of the fund. The allocation for each building shall be based upon the number of teachers assigned to that building on a full-time or prorated basis. The allocation for each teacher shall be the same for purposes of establishing the fund. The building principal shall administer the fund.
- E. The parties shall create a joint association and district steering committee to provide oversight, guidance and assistance in how professional development is provided and connected to the district's mission.

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

Committee parameters:

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

## **ARTICLE XVIII**

### **CONTINUITY OF OPERATIONS**

- A. Both the Association and the Board of Education recognize that one of the primary objectives of the parties to this contract is to insure, protect, continue, and improve the high quality of education in the Carman-Ainsworth Community Schools. This requires good relations and cooperation between the Board, the Administration, the Association and the staff to attain efficient and uninterrupted operation of the facilities and functions of the school system. The grievance procedure hereafter established is to provide a peaceful and orderly method for the resolution of disputes.
- B. The parties hereby agree to process all disputes subject to the grievance procedure in the manner set forth herein, and agree that no demonstrations or any action tending to disrupt the normal operation of the school system be initiated, participated in, or condoned by either party in connection with such grievance disputes.
- C. If a strike by another employee group in the district causes loss of days, the parties shall negotiate the dates to reschedule such days. Teachers shall not be entitled to additional compensation for rescheduled days when they were not required to report for work. However, teachers shall receive an additional day's pay for each rescheduled day on which they were originally required to report for work.
- D. Whenever it is known that school is not to be in session because of weather and/or other emergency situation, teachers shall not be required to report to work. If an emergency closing

of school or change in law requires additional days to meet total state requirements, the calendar shall be adjusted. The adjustment shall be by mutual agreement of the parties. Should the parties not be able to reach agreement, the additional days needed shall be added at the end of the school year. Teachers shall not be entitled to additional compensation for rescheduled days. However, teachers will receive compensation should a day be required to be rescheduled more than once.

## **ARTICLE XIX**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. The “grievant” is the person, persons, or the Association instituting the action.
2. A “grievance” is a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any existing rule, order, or regulation of the Board.
3. The term “teacher” includes any individual or group who is covered by this contract.
4. A “party of interest” is the bargaining unit member, or members, who might be required to take action, or against whom action might be taken in order to resolve the problem.
5. The term “days” in this Article shall mean days when school is in session, as set forth in the Schedule G calendars excluding forgiven days (e.g., snow days).

- B. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceeding independently as described in Section E of these procedures.

#### **C. Structure**

1. There shall be one, 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 Grievance Committee. All meetings and decisions concerning any grievance shall be arranged through this Committee. If any Association Representative, or any member of the Grievance Committee is party to any grievance, s/he shall disqualify him/herself and a substitute shall be named by the Association.
3. The building principal shall be the administrative representative when the particular grievance arises in that building.
4. The Superintendent or his/her delegate shall be the administrative representative when the grievance arises in more than one (1) school building.



5. 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 extended or reduced by written mutual consent.
6. A system will be used to number grievances which will include building code, number of grievance (sequence) filed in the respective building, and the school year filed.

The following building code will be used.

High School	CAHS
Middle School	CAMS
Rankin	RK
Randels	RD
Dye	DY
Dillon	DL
The Learning Community	TLC

Example: The first grievance filed at the high school in the 2010 – 2011 school year would be numbered: CAHS-01-(10-11).

#### D. Procedure

Any teacher who believes s/he has a grievance shall meet with his/her immediate supervisor within twenty-five (25) days of the incident to discuss the alleged violation. The teacher is entitled to take an Association Representative to the meeting. If this meeting does not result in a resolution by both parties, the following formal grievance procedure shall be followed:

##### 1. LEVEL ONE - IMMEDIATE SUPERVISOR

If the grievance is not resolved by this discussion the grievance shall be put in writing on the appropriate form. It shall be signed by the grievant or the Association and delivered to his/her immediate supervisor within the same twenty-five (25) days after the alleged incident was known or should have been known to the aggrieved party. The written grievance must contain the claimed violation and pertinent contract/policy citations.

The immediate supervisor shall convene a meeting with the grievant and/or the Association within seven (7) days of receipt of the grievance. The supervisor shall render a written decision within seven (7) days of the meeting.

##### 2. LEVEL TWO - SUPERINTENDENT/OR DESIGNEE

If the grievance is not resolved by the above steps, within seven (7) days, the Grievance Committee may file an appeal with the Superintendent or Designee. A hearing shall be scheduled within seven (7) days, and occur within fifteen (15) days, in the attempt to resolve the matter. Both the Association and the employer shall have the right to request the presence of any necessary parties with knowledge of the aggrieved incident. The employer representative shall render a written disposition of the grievance within seven (7) days of the hearing.

### 3. LEVEL THREE - ARBITRATION

- a. If the disposition of the grievance from Level Two is not satisfactory, the Association may, within twenty-five (25) days of when the Level Two answer was due, submit the grievance to arbitration. The arbitrator shall be selected according to the rules of the American Arbitration Association unless the parties agree to mutually select an arbitrator.
- b. The arbitrator shall have power only to rule on matters clearly specified in this agreement. He/She shall have no power to add to, subtract from, or modify any language contained in this agreement.
- c. The decision of the arbitrator shall be final and binding upon all parties, provided that the decision was made in accordance with the provisions of this Agreement.
- d. Should the arbitrator decide that he/she has no power to decide the dispute above, he/she shall, as soon as practical, so notify the employer and the Association.
- e. The fees and expenses of the arbitrator shall be shared equally by both parties. Additional expenses incurred by either party shall be paid by the party incurring the expense.
- f. The Board and the Association shall not be permitted to assert in such arbitration preceding any ground or to rely on any evidence not previously disclosed to the other party.
- g. Prior to requesting arbitration, the Association, in its sole discretion, may make a presentation to the Board of Education concerning the grievance. Such presentation may or may not include the grievant(s) addressing the Board. The presentation shall be scheduled in advance by written notice to the Board recording secretary. Normally such presentation shall not exceed fifteen (15) minutes. The Board shall hear the presentation but shall not render a disposition.

#### E. Rights of Representation

A party of interest may be present at all meetings and hearings at any level of the grievance procedure when requested by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all grievance meetings beginning with Level One. The employer must notify the Association of these meetings.

#### F. Miscellaneous

1. If, in the judgment of the Association Representative of the Grievance Committee, the grievance affects a group of teachers, the Grievance Committee may process the grievance at the appropriate level.

2. No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.
3. All documents, communications, and records dealing with the grievance shall be filed separately from the personnel files of the participants.
4. Forms for filing and processing grievances are found in the appendices to this Agreement.
5. Access shall be made available to all parties, places, and records, for all information necessary to the determination and processing of the grievance.
6. Grievances arising from the filling of positions outside of Schedule A shall not be processed beyond Level Two of the grievance procedure. The decision of the Superintendent shall be final and binding on both parties.

Any grievance not appealed from a decision at any level of this procedure within the timelines shall be considered settled. No further appeal shall be made unless by mutual agreement where extenuating circumstances merit such consideration. A grievance may be withdrawn at any level.

## **ARTICLE XX**

### **PROFESSIONAL COMPENSATION**

- A. The salaries of teachers, covered by this Agreement, are set forth in Schedule A which is part of this Agreement. Teachers hired after ratification of the 2004-2007 Collective Bargaining Agreement shall be paid on the 26/27 pay option.
- B. Salaries for extra duties in addition to normal teaching load are spelled out in Schedule B, C, D, E, and F which are a part of this Agreement.
- C. Teachers who are eligible and elect to receive health benefits will be provided MESSA Choices II \$1,000/\$2,000 deductible with a Savor RX prescription plan with mandatory mail-in or ABC Plan 1 with \$1,300/\$2,600, effective 1/1/18 \$1,350/\$2,700 (per IRS) deductible which includes employee option of health savings account (HSA).

The district will pay no more than 80% of the ABC Plan 1 medical premium. Those electing ABC Plan 1 the employee contribution shall be 20% of the medical portion. Therefore, those electing MESSA Choices II will be responsible for any and all costs above the 80% of the ABC Plan 1 medical premium.

Those electing PAK B the employee contribution shall be 20% of the PAK B cost.

Medicare premiums will be paid on behalf of the employee, spouse and/or eligible dependent. Internal and external coordination of benefits shall be included except for health insurance. Employees may elect health insurance provided by the Board, but may not be covered by two health plans.

1. PAK A/C shall include:
  - a. Health insurance as described above.
  - b. LTD at 66  $\frac{2}{3}$ %, modified 180 work day fill, \$5,000 maximum per month, two year alcohol/drug, mental/nervous same as any other illness, and offset freeze.
  - c. Delta Dental Plan 80/80/80 with orthodontic rider at \$1,500 maximum or Delta Dental Plan 50/50/50 with orthodontic rider at \$1,000 maximum as determined by the level of coordination of benefits required
  - d. Adult orthodontics
  - e. Negotiated life insurance of \$35,000 with accidental death and disability and waiver of premium riders
  - f. VSP II unless internal coordination of benefits applies.
2. PAK B shall include or agreed to equivalent:
  - a. LTD at 66  $\frac{2}{3}$ % modified 180 work day fill, \$5,000 maximum per month, two year alcohol/drug, mental/nervous same as any other illness, and offset freeze
  - b. Delta Dental Plan 80/80/80 with orthodontic rider at \$1,500 maximum or Delta Dental Plan 50/50/50 with orthodontic rider at \$1,500 on benefits required
  - c. Adult orthodontics
  - d. Negotiated life insurance of \$50,000 with accidental death and disability and waiver of premium riders
  - e. VSP III
  - f. Dependent life insurance at \$2,000 for spouse and \$1,000 for each dependent
  - g. All PAK B employees shall receive a monthly payment of \$225 in lieu of health benefits. Part-time Teachers, who do not qualify for PAK A/C, are not eligible for cash in lieu of benefits.
3. The coverage provided in this Article, Section B and C, shall be effective for the full calendar year beginning with the enrollment period in May. The Board will notify the teacher of the enrollment periods.
4. The family of a teacher who dies while in the employment of the Carman-Ainsworth Community Schools and who has health insurance will receive health insurance benefits for six (6) months at no cost to the family.
5. When a teacher's spouse's insurance protection becomes unavailable, the Board will provide coverage for said teacher as soon as the carrier allows.

6. A teacher who has been initially hired for a part-time position or whose position is reduced (voluntarily or involuntarily) from a full-time position to a part time position shall receive fringe benefits according to the following schedule:

0.2 F.T.E. - No Fringe Benefits

0.4-0.6 F.T.E. PAK B

0.7-1.0 F.T.E. - PAK A/C

7. Both parties agree to develop contract language ensuring that the District will be in compliance with the Patient Protection and Affordable Care Act, specifically, by offering a “bronze” plan that provides “minimum coverage” pursuant to 26 USC § 36(B)(c)(2)(C)(ii).
- D. If a teacher agrees to substitute, she/he will be compensated at the substitute rate as set forth in Schedule E. In the event of a lack of substitute coverage to ensure that students are properly supervised in a safe learning environment, we will use the following transparent process that will be communicated to staff. The administrator/designee will first ask for volunteers to cover classes, and after those resources are exhausted, an administrator will give notice to available teachers and certified staff available during the time period. Notifications will be given to cover classes by rotating through the available staff. This process will be used to distribute the responsibilities of student coverage during a sub shortage so that the burden of coverage is shared among staff. Teachers shall be compensated at the substitute rate during the pay period for which the coverage falls.
  - E. Teachers hired after January 1, 2001 shall be allowed four (4) years of teaching credit for their first four years of outside professional service in approved public or private K-12 institutions. At the employer’s sole discretion, for hard to fill specialty positions, on a case-by-case basis, additional credit may be given for prior service beyond four (4) years. The limitations for longevity purposes described in “Supplement to Schedule A” shall apply. No recovery provision is provided for in this Agreement.
  - F. Any teacher who dies while in the employ of the Carman-Ainsworth Community Schools will leave an estate entitlement in the amount of his/her earned and unpaid salary plus payment of 100% of his/her accrued sick leave at his/her existing daily rate.
  - G. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board, or participating in any grievance negotiations, including arbitration, and staffing shall be released from regular duties without loss of salary, at no cost to the Association, providing permission has been granted from the Superintendent or his/her representative.
  - H. Subject area coordinators, Instructional Specialists, Department Chairs, and Media Specialists may request from the Superintendent additional weeks with compensation if the situation warrants extra work. Compensation will be at the regular contractual rate.
  - I. Vocational Coordinators will work at the request of the administration five (5) days per ten (10) students of co-op assignment in addition to the regular teacher work days of the calendar. These days are not to exceed fifteen (15) working days. Two thirds of the time will be worked prior to

the starting date of school, and one third will be worked between the ending date of school and June 30. Compensation will be at their regular contracted rate.

- J. Whenever salary is to be deducted from any teacher because of absence from work that is not covered under any leave policy stated in this Agreement, the salary shall be deducted according to the following formula: the teacher's contractual salary shall be divided by the number of contractual days. Whenever a fraction of a work day is missed, salary deductions shall be determined by figuring the portion of the work day missed.
- K. For those teachers leaving the district, a payment of sixty dollars (\$60) times two-thirds the number of accumulated sick days to a maximum of one hundred twenty (120) days will be made to the teacher at the time of termination. One-third of the accumulated sick days will be donated to the sick bank per Article VI G 9.

Example:	Number of Accrued Days	Donation to Sick Bank	Number of Days paid at \$60
	90	30	$60 \times \$60 = \$3,600.00$
	150	50	$100 \times \$60 = \$6,000.00$
	180	60	$120 \times \$60 = \$7,200.00$

Teachers leaving the district with at least ten (10) years of service to the district shall receive a terminal leave payment equal to one percent (1%) of the current base (BA, Step 1) times each year of service to the district beyond five (5) years. This payment for years of service shall not exceed two thousand dollars (\$2,000).

- L. Compensation at the negotiated rate may be granted at the discretion of the Assistant Superintendent of Instruction for curriculum work occurring outside the normal work hours.
- M. Teachers using their automobiles for school approved activities or functions will be reimbursed at the Internal Revenue Service (IRS) rate but not less than twenty-five (25) cents per mile. The request for payment forms will be available from the building principal or the administration building.
- N. An annual payment of fifty dollars (\$50) times the number of unused sick days in excess of one hundred eighty (180) will be paid to each teacher at the end of each school year.
- O. An employee who provides notice on or before February 15 of intent to retire at the end of the school year shall receive a one thousand dollar (\$1,000.00) stipend upon retirement.
- P. Trained Pathwise Mentors shall be paid a stipend when they serve as a mentor in addition to their regular teaching assignment. When serving as a mentor to a first year teacher, the mentor shall be paid eight hundred dollars (\$800). When serving as a mentor to a second year teacher, the mentor shall be paid five hundred dollars (\$500). When serving as a mentor to a third year teacher, the mentor shall be paid three hundred dollars (\$300).

## **ARTICLE XXI**

### **SCHOOL CALENDAR**

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

## **ARTICLE XXII**

### **NEGOTIATING PROCEDURES**

- A. At least sixty (60) days prior to the end of this Agreement, negotiations will be undertaken for the purpose of negotiating a successor Agreement.
- B. During the course of negotiations when agreements are reached on separate Articles of the proposed contract, the agreed upon Articles shall be written, and signed or initialed by representatives of each team. Each team shall receive and maintain a copy of the agreed upon Article.
- C. Special conferences on important matters concerning the administration of the contract shall be arranged between the Association President and a designated representative of the employer upon the request of either party. Such meetings shall be between not fewer than two (2) representatives of each party. Arrangements for such special conferences shall be made in advance by mutual agreement.
- D. The parties are encouraged to meet once a month during the school year, excluding December. These meetings shall be used for communications and solving mutual problems. The Negotiations Chair and the Office of Human Resources shall develop a written agenda.
- E. The terms and conditions set forth in this Agreement represent the full and complete understandings and commitments between the parties. This Agreement may be added to, deleted from or modified only through the voluntary mutual consent of the parties in a written Letter of Agreement.
- F. All Letters of Agreement between the Association and Board Representatives shall be in writing, signed by two (2) representatives of each party, and shall become part of and subject to the provisions of this Agreement. If a Letter of Agreement is not incorporated into the successor agreement, it will terminate with the expiration of the current Master Agreement.
- G. If any provision of this Agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law; but all other provisions of this Agreement will continue in full force and effect. The parties will meet not later than ten (10) days after such holding for the purpose of renegotiating the provision(s) affected.
- H. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. All individual teachers' contracts shall be expressly

subject to and consistent with the terms of this Agreement. Any individual contracts executed between the Board and the individual teacher shall be in the form provided in the Appendices.

- I. The employer shall provide copies of this agreement to all teachers.
- J. The policies of the Board, as they relate to rates of pay, wages, hours of employment, or other conditions of employment, shall, as of the date of this contract, be considered a part of this contract and they shall not be added to, subtracted from, or changed in any way without the mutual agreement of both parties.

## **ARTICLE XXIII**

### **JOB SHARING**

- A. Shared time positions will be compensated as follows:
  - 1. Teaching salary will be prorated to reflect the fraction of the position shared. The experience and educational step for the teacher will be the same as s/he would be entitled to if employed on a full time basis. This step will determine the base salary from which the salary fraction will be computed.
  - 2. Seniority will accrue to a person in a shared time position on the following basis:
    - a. If both teachers are on staff and have enough seniority to hold positions, and their sharing prevents the layoff of another person or brings back a person from layoff, both will be credited with full seniority for the year.
    - b. Under conditions other than D 2 a of this Article seniority will be prorated.
  - 3. Sick and personal time will be prorated according to the fraction of the position for which the person is employed.
  - 4. Fringe benefits will be prorated on an individual basis. Prorating shall be based on a fraction of a six (6) hour day. The cost for fringe benefit package shall not exceed the prorated cost of full family benefits for a full time employee.
- B. Job sharing procedures can be found in the administrative guidelines.



**ARTICLE XXIV**  
**DURATION OF AGREEMENT**

This Agreement shall be effective as of the 1<sup>st</sup> day of September 2017, and shall continue in effect through the 30th day of June, 2018. It may be reopened upon mutual consent of the parties.

**Carman-Ainsworth Board of Education**

\_\_\_\_\_  
Patrice Hatcher, President

\_\_\_\_\_  
Joy Crane, Vice President

\_\_\_\_\_  
James Johnson, Treasurer


\_\_\_\_\_  
Gloria Nealy, Secretary

\_\_\_\_\_  
Gary Cousins, Trustee

\_\_\_\_\_  
Lonney Jarnigin, Trustee

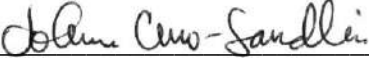
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Lisa Koegel, Trustee


**Bargaining Teams**

  
\_\_\_\_\_  
Frank Burger, President

  
\_\_\_\_\_  
Megan Vicari, Vice President

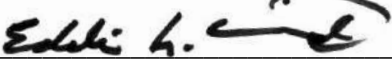
  
\_\_\_\_\_  
Leanne Welch

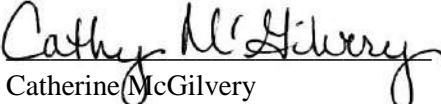
  
\_\_\_\_\_  
Joann Ceno-Sandlin

  
\_\_\_\_\_  
Sherry Magness-Abernathy

  
\_\_\_\_\_  
Bruce Jordan, MEA UniServ Director

  
\_\_\_\_\_  
Russell Parks, Chief Negotiator

  
\_\_\_\_\_  
Eddie Kindle

  
\_\_\_\_\_  
Catherine McGilvery

\_\_\_\_\_  
Robert Hetherton

Date Signed: September 19, 2017

Date Signed: September 19, 2017

# SCHEDULE A 2017-2018

Base = \$37,623

Vertical Index = 5.15%

Horizontal Index = 5.15%

Step	BA	BA+15	BA+30/MA	MA+15	MA+30
1	\$37,623	\$39,561	\$41,598	\$43,740	\$45,993
	\$38,592	\$40,579	\$42,669	\$44,866	\$47,177
2	\$39,561	\$41,598	\$43,740	\$45,993	\$48,362
	\$40,580	\$42,670	\$44,867	\$47,178	\$49,608
3	\$41,598	\$43,740	\$45,993	\$48,362	\$50,853
	\$42,669	\$44,866	\$47,177	\$49,607	\$52,162
4	\$43,740	\$45,993	\$48,362	\$50,853	\$53,472
	\$44,867	\$47,178	\$49,608	\$52,163	\$54,849
5	\$45,993	\$48,362	\$50,853	\$53,472	\$56,226
	\$47,178	\$49,608	\$52,163	\$54,849	\$57,674
6	\$48,362	\$50,853	\$53,472	\$56,226	\$59,122
	\$49,608	\$52,163	\$54,849	\$57,674	\$60,644
7	\$50,853	\$53,472	\$56,226	\$59,122	\$62,167
	\$52,163	\$54,849	\$57,674	\$60,644	\$63,767
8	\$53,472	\$56,226	\$59,122	\$62,167	\$65,369
	\$54,849	\$57,674	\$60,644	\$63,767	\$67,051
9	\$56,226	\$59,122	\$62,167	\$65,369	\$68,736
	\$57,674	\$60,644	\$63,767	\$67,051	\$70,504
10	\$59,122	\$62,167	\$65,369	\$68,736	\$72,276
	\$60,645	\$63,768	\$67,052	\$70,505	\$74,136
11	\$62,167	\$65,369	\$68,736	\$72,276	\$75,998

## SUPPLEMENT TO 2017-2018 SALARY SCHEDULES

- A. Schedule A shall be computed on a beginning bachelor's degree salary of \$37,623. All other salaries shall be determined by applying a 5.15% vertical index and a 5.15% horizontal index. This agreement includes a freeze in lanes for educational attainment for 2017-2018.

Nurses will be compensated according to Schedule A.

- B. Teachers who have been on step 11 for more than one (1) year will receive an annual stipend of \$500.00.
- C. Teachers are limited to the seventh (7<sup>th</sup>) step on the salary schedule in the Bachelor's Degree category. It is necessary, therefore, to obtain fifteen (15) graduate hours within six (6) years or plateau on the seventh (7<sup>th</sup>) step. A new teacher with graduate hours beyond the Master's Degree will not receive credit for those hours until s/he has completed two (2) years of experience either in Carman-Ainsworth Community Schools or in another district unless required for the position.
- D. Teachers accumulating enough credit hours for movement to a higher step on the salary schedule shall receive an adjustment at the start of the following semester after showing proof of credits earned. Either graduate or undergraduate credits will be accepted at the BA plus 15 and BA plus 30 level. Only credits earned after the baccalaureate degree will be accepted for advance placement on the salary schedule. Credit beyond the BA + 30 or Master's level must be graduate level courses. Courses to be credited toward salary advancement must be directly related to the teacher's current assignment or must aid in qualifying the teacher for another assignment that currently exists in the district that requires teacher certification or State Department of Education approval; or be part of a graduate degree program that directly relates to the teacher's current assignment or aids in qualifying for another assignment that currently exists in the District and requires teacher certification or State Department of Education approval; or be approved by the Office of Human Resources.
- E. Movement on vertical steps on the salary schedule shall occur only at the beginning of each school year. Movement beyond Step seven (7) of the BA column shall be at the rate of one (1) vertical step annually after the completion of the fifteen (15) hours.
- F. Movement on steps (experience) on the salary schedule shall be limited to one step only.
- G. A teacher shall receive an annual longevity payment of:
- |  |         |
|--|---------|
| beginning with the 10 <sup>th</sup> year | \$1,290 |
| beginning with the 21 <sup>st</sup> year | \$1,790 |
| beginning with the 27 <sup>th</sup> year | \$2,390 |

Full credit for years of experience in Carman-Ainsworth shall be counted, plus four (4) years of teaching experience elsewhere for members hired prior to December 31, 2012. Members hired after December 31, 2012, will only be credited for years of service in Carman-Ainsworth for the purposes of longevity payment.

- H. A stipend of \$50 will be paid to all teachers who attend open house. Open house time will not exceed 1 ½ hours.

## **SUPPLEMENTAL AND EXTRA DUTY PAY SCHEDULES**

- A. Supplementary and extra assignments shall be performed by teachers who are members of the Carman-Ainsworth Education Association providing the applicant meets the qualifications posted for the position.
- a. These positions will be posted when vacant.
  - b. Teachers shall not be unassigned from such positions unless they have had an opportunity to improve following evaluation. This paragraph shall not prohibit the employer from disciplining teachers when appropriate.
  - c. If a teacher who is a bargaining unit member has interest in filling a position currently held by a non-bargaining unit person, it is his/her responsibility to notify the Office of Human Resources, in writing, for future consideration. Said position shall be posted in a timely fashion prior to the start of the next season.
- B. Assignments enumerated in Schedules B, C, D, E, and F shall not be obligatory but shall be with the consent of the teacher except as noted on Schedules C and D. Teachers with an obligatory schedule assignment wishing a change within their assignment for the following school year must notify in writing their immediate supervisor by March 15th. Such requests shall be granted provided it does not cause a layoff or forced unassignment of another teacher.
- C. The compensation for Schedules B, C, and D will be computed as a percentage of the base salary column listed below equal to the years of experience in the activity up to a maximum of five years.
- | Step | Base Salary |
|------|-------------|
| 1    | \$31,655    |
| 2    | \$33,286    |
| 3    | \$34,999    |
| 4    | \$36,802    |
| 5    | \$38,698    |
- D. Compensation for any position not covered by the Master Agreement will be agreed to mutually by the Association and the Board as programs and/or positions are developed.

### **SCHEDULE B**

#### **ATHLETICS**

<u>Boys Coaches</u>	<u>Percent of Base Salary</u>
Head Varsity Football	14%
Assistant Football	8%
Football-Heavyweight	6%
Football-Heavyweight Asst.	5%

Football-Lightweight	6%
Football-Lightweight Asst.	5%
Head Varsity Basketball	14%
Assistant Basketball	8%
Basketball-8 <sup>th</sup> Grade	6%
Basketball-7 <sup>th</sup> Grade	6%
Head Varsity Swimming	12%
Assistant Swimming	7%
Head Varsity Wrestling	12%
Assistant Wrestling	7%
Wrestling 7 <sup>th</sup> /8 <sup>th</sup>	6%
Wrestling 7 <sup>th</sup> /8 <sup>th</sup> Asst.	5%
Head Varsity Baseball	11%
Assistant Baseball	7%
Baseball 8 <sup>th</sup>	6%
Baseball 7 <sup>th</sup>	6%
Hockey-Varsity	14%
Hockey Assistant	8%
Head Varsity Track	11%
Assistant Track	6%
Track 7 <sup>th</sup> /8 <sup>th</sup>	6%
Track 7 <sup>th</sup> /8 <sup>th</sup> Assistant	5%
Head Varsity Golf	7%
Assistant Golf	4%
Varsity Cross Country	9%
Head Varsity Tennis	7%
Assistant Tennis	4%
Head Varsity Soccer	11%
Assistant Soccer	9%
Head Varsity Bowling	8%

#### Girls Coaches

#### Percent of Base Salary

Head Varsity Basketball	14%
Assistant Basketball	8%
8 <sup>th</sup> Grade Basketball	6%
7 <sup>th</sup> Grade Basketball	6%

Head Varsity Softball	11%
Assistant Softball	7%
8 <sup>th</sup> Grade Softball	6%
7 <sup>th</sup> Grade Softball	6%
Head Varsity Track	11%
Assistant Track	6%
7 <sup>th</sup> /8 <sup>th</sup> Grade Track	6%
7 <sup>th</sup> /8 <sup>th</sup> Grade Track Asst.	5%
Head Varsity Golf	7%
Assistant Golf	4%
Head Varsity Swimming	12%
Assistant Swimming	7%
Head Varsity Tennis	7%
Assistant Tennis	4%
Head Varsity Volleyball	12%
Assistant Volleyball	7%
8 <sup>th</sup> Grade Volleyball	6%
7 <sup>th</sup> Grade Volleyball	6%
Varsity Cross Country	9%
Head Varsity Bowling	8%
Head Varsity Soccer	11%
Assistant Soccer	7%
<u>COED</u>	
High School Ski Head	11%
High School Ski Assistant	6%
7 <sup>th</sup> /8 <sup>th</sup> Grade Swimming	6%
7 <sup>th</sup> /8 <sup>th</sup> Grade Swimming Asst.	5%
Junior High/Middle School Cross Country	6%
<u>INTRAMURAL</u>	
Coach/Coord. Boys Soccer 7-9 <sup>th</sup>	5%
Coach/Coord. Girls Soccer 7-9 <sup>th</sup>	5%
Coach/Coord. Boys Tennis 7-9 <sup>th</sup>	5%
Coach/Coord. Girls Tennis 7-9 <sup>th</sup>	5%

Athletic Trainer	
Fall	10%
Winter	10%
Spring	8%

Athletic Coordinator Junior High/Middle School 15%

Cheerleaders	
Head Varsity Cheer	10% for two seasons
Junior Varsity Cheer	6% for two seasons
Freshman Cheer	6% for two seasons
Junior High/ Middle School Cheer	5% for two seasons
Assistant Junior High Cheer	5% for two seasons

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

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

Current (2007-2008) varsity assistant coaches will be grandfathered and remain at the same percentage of salary until employee is no longer in that position.

## SCHEDULE C

### FINE ARTS DEPARTMENT

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

* <u>Junior High/Middle School Instrumental</u>	6%
* <u>Junior High/Middle School Vocal</u>	6%
Elementary Instrumental	5%
Elementary Vocal	5%
Elementary Art Show	1% per building

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

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

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

## SCHEDULE D

### ADVISORS AND SPONSORS

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

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

Sponsor of Clubs and Organizations	3%
------------------------------------	----

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



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

## **SCHEDULE E**

### **HOURLY PAY POSITIONS**

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

- I. Minimum wage per hour for jobs in categories of ticket takers and security/crowd control.  
\$10.00 per hour for supervision in place of Athletic Coordinator or Director and scorers/timers.
- II. Bargaining unit members working four (4) or more events, may in addition to the above use their personal days attached to a vacation or holiday period and/or with appropriate administrator approval have the use of a school computer during vacation or holiday periods.

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

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

	2017-2018
1. Non-scheduled and/or non-voluntary assignments	\$14.30
2. Organized recreational activities (teen club, summer rec. & Saturday rec.	\$16.84
3. Swimming pool supervisor (teacher shall be paid one (1) hour time for cancellation)	\$21.02
4. *Adult education & summer school	\$27.44
5. Curriculum and staff development	\$27.44
6. Substitute time	\$29.00

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

**SCHEDULE F**  
**CARMAN-AINSWORTH COMMUNITY SCHOOLS**  
**CALENDAR FOR 2017-2018**

Teachers (Full Day)	Tuesday	August 29, 2017
Labor Day Recess (No School)	Wed – Mon	August 30, 2017 – September 4, 2017
Students Report (Half Day)/Teachers (Full Day)	Tuesday	September 5, 2017
Late Start Wednesdays Begin	Wednesday	October 4, 2017
End of First Marking Period H.S. & M.S.	Friday	October 20, 2017
Middle School Records Day (Students half day)	Friday	October 20, 2017
Elementary Records Day (Students half day)	Friday	November 3, 2017
End of 1 <sup>st</sup> Marking Period Elementary	Friday	November 3, 2017
Elementary Conferences (Students half day)	Thur. – Fri.	November 16 – November 17, 2017
Fall Recess (No School)	Thur. – Sun.	November 23 – November 26, 2017
End of 2 <sup>nd</sup> Marking Period H.S. & M.S.	Friday	December 1, 2017
Winter Recess (No School)	Sat. – Sun.	December 23, 2017 – January 7, 2018
Martin Luther King Day (No School)	Monday	January 15, 2018
High School Exams (Students half day)	Wed. – Fri.	January 24 – 26, 2018
End of 2 <sup>nd</sup> Marking Period / 1 <sup>st</sup> Semester Elementary Buildings	Friday	January 26, 2018
End of 3 <sup>rd</sup> Marking Period/First Semester for High School and Middle School	Friday	January 26, 2018
Elementary Records Day (Students half day)	Friday	January 26, 2018
Middle School Records Day (Students half day)	Friday	January 26, 2018
Elementary Conferences (Students half day)	Thur. – Fri.	February 15 – February 16, 2018
February Recess (No School)	Monday	February 19, 2018
End of 4 <sup>th</sup> Marking Period for H.S. & M.S.	Friday	March 9, 2018
Middle School Records Day (Students half day)	Friday	March 9, 2018
Students (Half Day) Teachers (Full Day)	Tuesday	March 20, 2018
Last Late Start Wednesday	Wednesday	March 28, 2018
End of Third Marking Period – Elementary	Thursday	March 29, 2018
Spring Recess (No School)	Fri. – Sun.	March 30, 2018 – April 8, 2018
End of 5 <sup>th</sup> Marking Period for H.S. & M.S.	Friday	April 27, 2018
Memorial Day (No School)	Monday	May 28, 2018
Middle & High School Exams (Students half day)	Fri. – Tue.	June 8 – 12, 2018
Elementary Records Days (Students half day)	Mon. – Tue.	June 11 – 12, 2018
Total Student days – 180		
Total Teacher days – 181		

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

### **Elementary Schools**

2 School half days - - Fall Parent/Teacher Conferences (Friday Teachers dismissed one half day)

1 Evening half day - - Fall Parent/Teacher Conferences

2 School half days - - Spring Parent/Teacher Conferences (Friday Teachers dismissed one half day)

1 Evening half day - - Spring Parent/Teacher Conferences

4 School half days - - Elementary Records

2 Evening half days - - Elementary Records

### **Middle School**

2 Evening half days - - Report Card

3 Half days - - End of the school year Exams

3 Half days to be scheduled for State Mandated Testing (Teachers dismissed one half day following student dismissal during MEAP)

### **High School**

2 Evening half days - - Report Card distribution

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

**SUPPLEMENT TO SCHEDULE F  
PAY DATES 2016-2017**

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

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

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

**SCHEDULES B, C, AND D PAY DATES**

**Schedule B**

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

High School	
Fall Sports	10/13/2017 and 11/10/2017
Winter Sports	12/22/2017 and 3/16/2018
Spring Sports	4/13/2018 and 5/25/2018

Middle School	
Season I	10/13/2017 and 11/10/2017
Season II	11/24/2017 and 12/22/2017
Season III	1/19/2018 and 2/16/2018
Season IV	4/13/2018 and 5/25/2018

**Schedule C**

Music and Drama Production Directors will be paid on January 19, 2018 and May 25, 2018.

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

October 27, 2017	March 16, 2018
January 19, 2018	May 25, 2018

**Schedule D**

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

January 19, 2018	May 25, 2018
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**SCHEDULE G**  
(Separate Probationary and Tenure Contract Forms)  
**CONTRACT OF EMPLOYMENT**  
(Probationary Teacher)  
(Tenure Teacher)

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

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

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

(List each duty and amount paid for same)

	\$ _____
	\$ _____
	\$ _____

Total Compensation    \$ \_\_\_\_\_

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

	By	
Teacher		Superintendent

## SCHEDULE H

### CLUBS OR ORGANIZATIONS

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

### GUIDELINE REQUIREMENTS

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

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

A P P L I C A T I O N  
FOR SPONSORS OF CLUBS OR ORGANIZATIONS  
APPROVED BY THE BOARD AND THE ASSOCIATION  
SCHEDULE D OF MASTER AGREEMENT

1. Name(s) \_\_\_\_\_

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

2. Name of Club or Organization \_\_\_\_\_

3. School where the Club or Organization is based \_\_\_\_\_

4. Dates the Club or Organization will be active:

From \_\_\_\_\_ To \_\_\_\_\_

5. Please give a resume about the Club or Organization \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

The request has been approved.

Date \_\_\_\_\_ Approved by \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

## APPENDIX A

### ASSOCIATION SECURITY AND PAYROLL DEDUCTIONS

1. All teachers shall either:
  1. Sign and deliver to the Association within sixty (60) days of the commencement of employment a membership form authorizing payment of the dues and assessment of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year, or
  2. Cause to be paid to the Association a service fee set by the Association (including the National and Michigan Education Associations) within sixty (60) days of the commencement of employment.
  3. The Association assumes the obligation of transmitting either membership forms or service fee forms to the Board for purposes of payroll deduction.
  4. If neither the service fee nor the membership dues and assessments are paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher that the service fee will be deducted from the pays remaining for dues payroll deduction, unless otherwise agreed by the Association (see IV C).
  5. The Association agrees to assume the legal defense of any suit or action brought against the Board because of Section A of this Article. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against it as the result of said suit or action.
    - a. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether to appeal the decision of any court or other tribunal regarding the validity of this Section or the damages which may be assessed against the Board by any court or tribunal.
    - b. The Association has the right to choose the legal counsel to defend any said suit or action.
    - c. The Association shall have the right to compromise or settle any claim made against the Board under this Section.
    - d. The word, "Association," as used in Section A of this Article includes the Carman-Ainsworth Education Association and the Michigan Education Association and indicates that both are a party to and jointly responsible for items outlined in Section A of this Article.
    - e. Article IV, Section A, shall be effective only upon written acknowledgement by the Michigan Education Association that they are a party to and jointly responsible for items outlined in Article IV, Section A. Section A, Number 5, shall not be retroactive to any school year preceding 1971-72.



- f. The deduction of membership dues shall be made from each paycheck for 20 pays beginning with the second pay, and the Board agrees to remit to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

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