

**Master Contract Between  
Carroll Community School District  
and  
Carroll Education Association**

**2011 – 2012**

## **PREAMBLE**

The Board of Directors of the Carroll Community School District, hereinafter referred to as the "Board", and the Carroll Education Association, hereinafter referred to as the "Association", recognize that the aim of the school is to provide a quality education for children and youth of the School District. The parties further recognize that reaching and securing this goal is a joint responsibility of the Board, the professional teaching personnel, administrative and supervisory staff, parents, and the community-at-large.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, it is therefore agreed as follows:

## **ARTICLE I RECOGNITION**

Recognition The Board of Directors of the Carroll Community School District, hereinafter referred to as the "Board", recognizes the Carroll Education Association, (an affiliate of the Iowa State Education Association and National Education Association), hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all full-time, part-time regularly employed, certified personnel, including school nurses, hereinafter referred to as "Teachers", except public employees excluded by Section 20.4, Code of Iowa.

## **ARTICLE II NEGOTIATIONS & IMPASSE PROCEDURES**

The procedure for negotiations and impasse shall be as set out in Chapter 20, Code of Iowa.

## **ARTICLE III GRIEVANCE PROCEDURES**

### **A. Definitions**

#### **1. Grievance**

A grievance is a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any specific provision of this Agreement.

#### **2. Aggrieved Person**

An "aggrieved person" is the person or persons or the Association alleging the violation, misinterpretation, or misapplication.

3. Party-in-interest

A "party-in-interest" is the person or persons making the complaint and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

4. Principal/Supervisor

The "principal/supervisor" is the person directly responsible for the immediate supervision of the employee or the project.

B. Purpose

The purpose of this procedure is to attempt to resolve, at the lowest possible level, allegations which may, from time to time, arise out of this Agreement.

C. Time Limits

The failure of a teacher to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and, an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

D. Procedure

1. First Step. An attempt shall be made to resolve any grievance in an informal, verbal discussion between complainant and the principal/supervisor. This must be done within five school days of the date of the grievance or his or her knowledge of its occurrence, whichever is later, but in no event later than ninety (90) calendar days.
2. Second Step. If the grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing within twenty (20) school days following the initial discussion, and, at a mutually agreeable time, discuss the matter with the principal/supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses within the Agreement allegedly violated, and shall state the remedy requested. The principal/supervisor shall make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within ten (10) school days after the receipt of the grievance.
3. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within five (5) school days of the principal's/supervisor's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and Superintendent shall meet to resolve the grievance. The Superintendent

shall file an answer within ten (10) school days of the third-step grievance meeting and communicate it in writing to the teacher and the principal/supervisor.

4. Fourth Step. If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within 30 days from receipt of Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties within seven (7) days after said notice is given.

If the parties fail to reach agreement on an Arbitrator within seven (7) days, the Public Employment Relations Board will be requested to provide a panel of five (5) arbitrators. The grieving party will strike the second and third names; the other party will strike the first and fourth names. The remaining name shall be the Arbitrator.

E. Expenses

Expenses for the Arbitrator's services shall be born equally by the School District and the Association.

F. Arbitrator

The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

The decision of the Arbitrator shall be binding on the parties.

G. Investigation

It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teacher or of the teaching staff, unless unusual circumstances arise demanding otherwise.

H. Cooperation

The Administration shall furnish the Association with such relevant information as requested for the processing of any grievance.

I. Released Time for Arbitration Hearing

In the event that a grievance arbitration hearing is scheduled during the school day; the aggrieved person, the Association president, the Teachers' Rights Committee chairman (co-chairman if applicable), and witnesses who will testify at the hearing will be released from their regular work assignment one-half hour before the scheduled time of the Hearing without loss of pay or benefits. Every effort shall be made to schedule grievance arbitration hearings outside the school day.

J. May Grievance

In the event a grievance is formally filed after May 1 and strict adherence to the time limits may result in hardship to any party, the grievant and Board shall use its best efforts to process the grievance prior to the end of the school year.

K. Form

If the Association or any employee does not follow the grievance procedure set forth in the above section, then the School District shall not be required to process said claim or set of facts through the grievance procedure.

L. Approval

Arbitration can be invoked only with the approval of the Association and in case of employee grievance, only with the approval of the employee.

## **ARTICLE IV DUES DEDUCTION**

A. Authorization

Any employee who is a member of the Association or who has applied for membership may sign and deliver to the Board a notice authorizing payroll deduction of professional dues. The form of the notice shall be mutually agreed upon by the Association and the Board.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-twelfth (1/12) of the total dues from the regular salary check of the employee each month for twelve (12) months, beginning with their new individual contract pay period.

C. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

D. Termination

Any employee who terminates employment prior to the end of the working year shall have the remainder of his/her dues deducted from the final paycheck from the District.

## **ARTICLE V SALARIES**

A. Salary Schedules

The salary of each teacher covered by the regular schedule set forth in Schedule "A" which is attached and made a part hereof. The nurse's salaries are determined by Schedule "B".

B. Salary Steps

Each teacher shall be placed on his or her respective step at such a time as this contract begins after the effective date of this Agreement. Any teacher hired prior to November 30 of any school year and employed continuously for the remaining part of the school year shall be given credit for one year of service. Credit on the salary schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment, up to, but not exceeding, the actual number of years of said teaching experience. The amount of credit, if any, shall be within the sole discretion of the Board of Education. New teachers with no previous experience will be placed on Step 0.

In areas where the District has difficulty in hiring new employees the District shall have the discretion to structure a signing bonus up to a maximum of \$5,000 in addition to the employees placement on the salary schedule. The District will provide the President of the Association a copy of the personnel handout within three (3) working days upon approval of the contract by the Board.

C. Supplemental Duties

Any teacher involved in supplemental duties as listed in Schedule "C" will be compensated according to Schedule "C".

D. Extra Duties

Any teacher involved in extra duties as listed in Schedule "D" will be paid according to Schedule "D".

G. Longevity Pay

Employees who have been at the former top step of their lane for at least one year, and remain in that lane, shall be entitled to a one-time longevity bonus of \$980.

**ARTICLE VI  
INSURANCE**

A. Health & Major Medical

The Board agrees to provide all full-time teachers with health and major medical benefit coverage with the monthly premium payable as outlined below:

1. Full-time employee (single) premium --- 100% Board
2. Dependent (family) insurance premium --- 90% Board; 10% Employee.

In the event both husband and wife are full-time employees covered under this Article, the total monthly premium paid by the Board shall not exceed the cost of the full family monthly premium.

A front-end deductible shall be required both on major medical and hospitalization coverage and employees will be required to follow hospital visit pre authorization requirements of the carrier.

Selection of the health and major medical insurance plan and carrier will be the responsibility of the Board, as long as coverage remains equal to or better than the coverage provided in **2010 - 2011**. Beginning in September 2010, health insurance deductibles shall be \$500/\$1000 and out of pocket maximums to \$1,000/\$2,000.

This agreement is in effect except as modified by marriage, divorce, death, birth, child reaching majority, etc. Should the payment of this type of insurance be declared illegal, which illegality is applicable for the Carroll Community School District, those payments shall be suspended for those teachers to the extent declared illegal, and, accumulated to such time as declared legal or the duration of the agreement, (whichever occurs first) and the accumulated fund then disbursed to all full time teachers insured by this program in equal portions, whether theretofore qualifying for single or dependent coverage.

In addition, all employees covered by this contract are eligible to participate in a flexible benefit program. The flexible benefit program will be administered in accordance with Internal Revenue Code Section 125. The program will allow employees to enter into a salary reduction agreement to allow for the reimbursement for certain eligible expenses not covered by the District's health and major medical insurance. Such flexible spending accounts may be used for

insurance premiums, including dental, vision, long-term disability, group term life, and cancer insurance, unreimbursed medical expenses including insurance deductibles, co-insurance payments, medical services, dental and orthodontia, vision care and equipment, prescription drugs, chiropractic, physical therapy, physician prescribed equipment, medical related transportation and dependent care.

Employees may choose to participate or not to participate in the flexible benefit program or change the level of participation each year according to the program procedures.

The costs for installation, enrollment, and annual administration of the Section 125 plan will be the responsibility of the district.

## **ARTICLE VII SICK LEAVE**

### **A. Accumulative Benefits**

During the formal school year, teachers will be granted sick leave pursuant to the following schedule:

|   |   |         |
|---|---|---------|
| 1st year of employment                    | - | 13 days |
| 2nd year of employment                    | - | 14 days |
| 3rd year of employment                    | - | 15 days |
| 4th year of employment                    | - | 16 days |
| 5th year of employment & subsequent years |   | 17 days |

Any unused days of sick leave in any one year shall be credited for use in subsequent years, with the maximum of 120 days so accumulated. Sick leave can be taken in half day or full day units.

Should the teacher terminate his/her employment or be terminated for just cause, any unused accumulated sick leave shall be forfeited without recompense.

Employees shall be shown a copy of a written accounting of accumulated sick leave days at the end of each fiscal year. If written objection is not filed within 15 calendar days, accounting is correct.

**ARTICLE VIII  
TEMPORARY LEAVES OF ABSENCE**

A. Paid Leave

Employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year.

1. Personal Leave

Each teacher shall be permitted two (2) days leave per school year for personal reasons, providing written application to the Superintendent is made seven (7) calendar days prior to the day when the leave is to be taken. The time may be waived if the occasion for the leave arises from an emergency situation. The general purpose of the leave or the word "Personal" must be stated on the form. The purpose of the leave must be one which cannot be accomplished during non-school days or hours, and shall not be taken the day before or after a school holiday or vacation period/and/or during the first or last day of the school year. The leave must be in units of not less than one-half day. Leaves are specifically prohibited during any form of work stoppage.

Employees shall be shown a copy of a written accounting of personal leave days at the end of each fiscal year. If written objection is not filed within 15 calendar days, accounting is correct.

Personal leave days not used during the year will be paid at the substitute rate established by the Board.

2. Bereavement Leave

Up to five (5) days of leave shall be granted in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, step-parent, step-children, grandparent, father-in-law, mother-in-law, brother, sister or grandchild. Up to two (2) days of leave shall be granted in the event of the death of an employee's brother-in-law, sister-in-law, spouse's grandparent, niece, nephew, aunt, uncle, stepsister, stepbrother, and cousin. In the event of the death of an employee or a student in the Carroll Community School District, the Superintendent of said employee or student shall grant to an appropriate number of employees sufficient time to attend the funeral.

3. Association Leave

A maximum of four days total each school year shall be permitted for teachers to attend the ISEA Delegate Assembly. Two additional days may be used for Association activities related to instructional improvement. In those years when a member or members of the Carroll Education

Association is/are on a state or national Education Association Board (ISEA, NEA), up to an additional six days total shall be provided for use by each person(s) on such board(s). Request for said leave must be processed through the principal at least seven (7) calendar days prior to the first day with the Association paying the cost of the substitute if one is hired. The District will not pay any of the meeting or transportation expenses.

4. Emergency Leave

Application for emergency leave must be made to the superintendent. The leave is to be used when personal leave is inapplicable or when personal leave is exhausted. The circumstances communicated to the superintendent must show need. The cost of the substitute (rate set by the Board annually) will be deducted from the employee's pay. The decision of the superintendent is final and is not subject to Article III, Grievance Procedure.

5. Leaves not specifically defined on the negotiated agreement shall be taken as unpaid leave.

## **ARTICLE IX EXTENDED LEAVES OF ABSENCE**

A. Association

A leave of absence without pay for up to one (1) year may be granted to any employee for the purpose of serving as an officer or an affiliate of the Association.

B. Public Office

A leave of absence without pay for up to two (2) years may be granted to any employee, upon application, for the purpose of serving in a state or national public governmental office.

C. Family Illness

A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a member of the employee's immediate family with a serious illness. "Serious illness" is an illness which jeopardizes life.

D. Educational Improvement

The Board will give serious consideration to granting a leave of absence without pay for up to one year to a teacher upon application by March 1 of the year preceding the leave of absence for the purpose of engaging in study at an accredited college or university in a reasonably related field of professional study to the teacher's current assignment. The following conditions shall be met before such leave is taken:

1. The employee must have served the District for a minimum of five (5) school years.
2. The District is able to find a suitable replacement by June 1, of the school year preceding the year of absence.
3. The employee agrees to pay the advertising cost of finding the replacement.
4. Only two (2) teachers can be granted such leave in a given year. No more than one shall be from grades 7-12 and no more than one from grades K-6.
5. The teacher will be placed on the proper lane of salary schedule A when returning to the District to teach. The step advancement will be one (1) from the step the teacher was on before the leave unless the top of the schedule prohibits advancement.

**ARTICLE X  
EMPLOYEE WORK YEAR**

A. In-School Work Year

1. Regular Contract

The in-school work year for employees under this contract shall be 187 days. New personnel may be required to attend additional days of orientation.

2. Extended Contract

Employees on extended contracts shall have their per diem computed on 1/187th of the employee's step and lane on the supplemental salary schedule.

3. Non-Attendance

Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings. Employees may be required to stay for up to 30 minutes after all students are dismissed on days when school is dismissed early due to inclement weather or other emergency closings.

**ARTICLE XI  
EMPLOYEE HOURS**

A. Work Day

1. The principal shall establish the working hours of the teachers in his/her building to give the best practical supervision of children at all times.
2. Direct instruction of students before the normal beginning or after the normal ending of the student day shall be by the mutual agreement between the principal and the employee.
3. Nurses and Chapter I teachers assigned to non-public schools shall work the same hours as employees covered by this agreement.

B. Teaching Load

The daily teaching load shall not exceed six (6) hours of pupil contact per day.

C. Lunch Periods

1. Grade Level and Other

Employees in grades K-8 shall have a daily, uninterrupted, duty-free lunch period of at least 30 minutes. Employees in grades 9-12 shall have a daily, uninterrupted, duty-free lunch period of at least 25 minutes and shall have at least 30 minutes when they are not assigned duties.

2. Leaving the Building

Employees may leave the building without requesting permission during their scheduled duty-free lunch periods, and with permission, during their preparation time.

## ARTICLE XII REDUCTION OF STAFF

### A. Coverage

All employees under this agreement.

### B. Reduction

1. If by reason of decline in enrollment, budgeting limitations, or reduction of program, all in the sole and exclusive judgment of the Board of Education, a reduction in staff is required, the administration shall premise its decision as to subsequent contract renewals on the relative ability, skill, competence and qualifications of the available teachers to do the available work within the following categories: Pre-kindergarten through 6th and 7-12 (within curriculum areas).
2. Relative ability, skill, competence and qualifications will be determined by the evaluation procedures as set forth in ARTICLE XV.
3. If this requires a choice between two or more teachers with equal skills, ability, competence, and qualifications, contract renewals will be given to the teacher or teachers with the greater full time equivalent continuous length of service in this district.

### C. Recall

1. If there is a vacancy in a negotiating unit position, employees who are certified to perform the work in question will be recalled in the order of the person most recently laid-off being recalled first. In the event that the vacancy includes assignments which require certification in more than one endorsement and/or approval area, the Board will be required to fill the vacancy using this recall provision only when the employee(s) to be recalled meet all certification requirements. When a vacancy, for which two or more properly certified employees who were simultaneously laid-off occurs, the Board reserves the right to choose the employee to fill the vacancy.
2. Notice of recall will be given by certified mail to the address given to the Board by the employee. A copy of the notice will be given to the Association president. If an employee fails to respond by certified mail within ten (10) days after the above notice of recall, the employee will be deemed to have refused the position offered.

3. An employee who has been terminated by reason of staff reduction will be placed on the recall list simultaneously with the official action of the Board terminating his/her contract and shall remain on the recall list for a period of one year from the commencement of the school term following said official action.

### **ARTICLE XIII HEALTH PROVISIONS**

#### A. Physical Fitness

Each employee shall file with the Secretary of the Board, at the beginning of service in the district, a written report of a medical examination by a physician of his or her choice, certifying his or her physical fitness to perform his or her assigned duties and freedom from communicable disease. The Board may require an intervening examination when, in its judgment, such an examination is relevant to the employee's performance and status.

### **ARTICLE XIV SAFETY PROVISIONS**

#### A. Employee Facilities

Each school site shall maintain the following safety provisions for employees:

##### 1. Employee Equipment

A serviceable desk, chair, and lockable storage area for the exclusive use of the employee.

##### 2. Protective Devices

Such special protective clothing, special equipment, and special devices (all protective in nature) as may be required by the employee to perform the assigned duties. All such items shall be provided without charge to the employee.

#### B. Protection of Property and Person

##### 1. Use of Lawful and Reasonable Force

An employee may, if within the scope of his employment and within the existing Board policy, use such force as is lawful, reasonable, and necessary under the circumstances to protect his or her person or to protect third persons or property.

2. Action Against an Employee

Whenever a legal action is brought against an employee resulting from the performance of assigned duties, the Board shall provide the employee with legal defense. This is applicable only to civil actions and not applicable to any actions or punitive or exemplary damages. This paragraph shall be applicable only when the Board has in effect a liability insurance policy covering said action.

C. Reimbursement for Personal Property Damage

The Board shall reimburse employee for reasonable market value of any clothing or other personal property substantially damaged or destroyed while said employee was acting in the discharge of his lawful duties and within the scope of his employment and within then existing Board policy, provided that the damage did not occur as the result of negligence of the employee.

D. Reporting Assaults

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor and to the police.

E. Bomb Threats

When a school official is notified of a bomb threat which appears reasonably substantiated, the affected building shall be evacuated of all persons until a reasonable search reveals the bomb or lack thereof.

F. First Aid

The Board shall provide, within reason, equipment to give emergency first aid treatment for employees.

## **ARTICLE XV EVALUATION**

A. Definitions

1. Observation is defined as the act of seeing employees in the performance of their job related duties.
2. Evaluation is defined as the act of measuring employee performance with such measurement in writing and based upon observations or factual information related to job performance when the evaluator does not directly observe that performance.

3. Evaluator is defined as the person designated by the Superintendent to evaluate each employee.
4. Summative Review – is defined as the conference between the evaluator and teacher to review all documentation and artifacts collected that support the Iowa Teaching Standards and Criteria.
5. Comprehensive Review – is defined as an evaluation conference between the evaluator and teacher to review the comprehensive evaluation document.

B. Orientation

1. Within six (6) weeks after the beginning of the employee work year, the Superintendent or his/her designee shall inform each employee covered by this agreement of the evaluation procedures, criteria, and instrument(s) to be used.
2. At the time of such orientation, the Superintendent or his/her designee shall inform employees which District administrator will observe and evaluate them.
3. No observation and evaluation shall take place until the orientation has been completed.

C. Observation and Evaluation Procedures

1. Observations - All formal classroom observations of an employee shall be conducted with the full knowledge of the employee. The administrator will advise the employee at the beginning of these formal classroom observations that he/she is there for the purpose of evaluation. Each observation shall be a minimum of 30 minutes in length.
2. Evaluations - All evaluations shall be in writing.
3. Copy of Evaluation—A copy of each evaluation shall be given to the employee within ten (10) school days following the observation. When evaluation of an employee becomes necessary regarding matters not directly observed by the evaluator, that written evaluation shall be given to the employee within ten (10) school days following the evaluator's knowledge of the facts relative to the matter.
4. Observation Conference—A conference shall be held between the employee and the evaluator to discuss the written evaluation within ten (10) school days following the observation. When evaluation of an

employee becomes necessary regarding matters not directly observed by the evaluator, a conference shall be held between the employee and the evaluator, a conference shall be held between the employee and the evaluator to discuss the written evaluation within ten (10) school days following the evaluator's knowledge of the facts relative to the matter.

5. Right to Respond—If the employee believes that a written evaluation is incomplete, inaccurate, or unjust, the employee may submit written objections within 10 school days, from the date of receiving the written evaluation and have them attached to the evaluation to be placed in the employee's personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

D. Evaluation System Tiers

1. Tier One Teachers

1. Teachers in their first or second year of the teaching profession, or career teachers who are in their first year of teaching in the District.
2. The cycle of Tier 1 teachers shall consist of both formal and informal observations initiated by the evaluator.
3. The evaluator shall conduct a minimum of three formal observations and a minimum of three informal walkthroughs.
4. At least one of the formal evaluations shall include a pre-observation conference and a post-observation conference between the evaluator and the teacher. The post-conference shall be held within ten (10) school days following the observation, unless the teacher and evaluator mutually agree.
5. These observations shall be spread over a period of time to allow for professional growth and shall be conducted by April 15<sup>th</sup> of each year.
6. Teachers in Tier 1 will be involved in a minimum of one summative conference in year one – conducted by April 15<sup>th</sup> and documented as required by the state of Iowa.
7. In year two (year one for career teachers new to the District), teachers in Tier 1 will be involved in a comprehensive review on or before April 15<sup>th</sup>. This comprehensive review will be submitted to the Superintendent's office.

## 2. Tier Two Teachers

1. Tier 2 is for licensed teachers who have earned a standard teaching license and who are not in Tier 3. In Tier 2, a three-year evaluation cycle will be established by the evaluator except when movement to Tier 3 occurs. The review shall include, at a minimum, classroom observation of the teacher, teacher's progress and implementation of the teacher's ICDP, supporting documentation from other evaluators, teachers, parents, and students; and may include video portfolios as evidence of teaching practices.
2. During year one of the cycle, the evaluator and staff member will develop an Individual Career Development Plan linked to the District's Comprehensive School Improvement Plan. This plan must be submitted to the evaluator by October 1st.
3. Each year of the three-year cycle, the evaluator shall conduct a minimum of three walkthroughs. The evaluator may also formally observe the teacher at any time the evaluator determines; however, the evaluator shall formally observe the teacher a minimum of at least one time every other school year. At least one formal evaluation shall include a pre-observation and a post-observation conference between the evaluator and the teacher. The post-conference shall be held within ten (10) school days following the observation, unless the teacher and evaluator mutually agree.
4. By May 15 of each year, the teacher and evaluator will meet to review progress on the Individual Career Development Plan and on the collection of evidence to support the Iowa Teaching Standards and Criteria.
5. The evaluator will conduct a summative review at least once every three years. The teacher will provide the evaluator with artifacts, which are linked to the Iowa Teaching Standards and Criteria and their Individual Career Development Plan.

By April 15th of each year the evaluator shall make one of the following recommendations to the Superintendent:

- a. The teacher demonstrated growth in the goal area(s) of the ICDP, Iowa Teaching Standards and Criteria and no change is recommended to the teacher's continuing contract.
- b. The teacher has not demonstrated growth in the goal area(s) of the ICDP and the evaluator has determined that the teacher is in need of Intensive Assistance. Intensive Assistance shall be

provided for a period not to exceed six (6) calendar months. A summative review will be scheduled near the completion of Intensive Assistance.

E. Review of Evaluation Documents

1. Each employee shall have the right at any time during normal administration office hours to review the contents of his/her personnel file. A representative of the Association, at the employee's request, may accompany the employee in this review.
2. Any complaints or other documents which are evaluative in nature shall be dated and shall be called to the employee's attention in writing within five (5) school days after placement in the employee's personnel file.
3. Adverse evaluations, complaints, or other documents which are evaluative in nature shall be removed from the personnel file after said documents have been a part of the file for five (5) years if there are no further adverse evaluations, complaints, or other documents which speak to a particular topic within a five (5) year period.

F. Supplemental Salary Assignment Observation and Evaluation

This procedure may be used for the evaluation of job performance of Supplemental Duty assignments and Extra Duty assignments.

## **ARTICLE XVI TRANSFERS**

Definition: A vacant position or vacancy exists when a current position is vacated because of the death, retirement, resignation, or termination of an employee. The granting of a leave of absence when the individual is expected to return, does not create a vacancy.

A. Voluntary Transfers

1. Movement to a vacant position from one building, grade level, or subject area to another building, grade level, or subject area, based upon the request of the employee, is a voluntary transfer.
2. Notification
  - a. Upon knowledge of a vacancy which occurs during the school year, the superintendent shall post said vacancy in all attendance centers. Said notice shall be posted at least six school days.

- b. Notification of a vacancy which occurs during the summer will be sent to all teachers who have made application for voluntary transfer by June 1.
3. An employee who desires a transfer to a vacant position shall file a written or verbal request with the superintendent stating the grade, subject and/or attendance center to which the employee desires to transfer. A written request will be sent to the superintendent postmarked no later than six days following a verbal request for transfer.

Such requests shall be submitted within six days from the date the vacancy is posted or six school days from the postmark if notification is by mail.

4. Approval of a voluntary transfer request shall be granted if the best interests on the school system will be served. A transfer to a vacancy shall be based upon the relative skill, ability, competence, evaluation, experience, academic preparation, certification, and co-curricular duties. When comparing persons on relatively equal skill, ability, competence, evaluation, experience, academic preparation, certification, and co-curricular duties, the teacher with the greater full time equivalent continuous length of service to the District shall be transferred first.
5. Notice of the denial of a voluntary transfer request shall be given to the employee in writing.
6. A voluntary transfer shall not result in the loss of any continuous service rights that may have been accrued by the individual under this Agreement.
7. This section does not preclude management from advertising, accepting applications, and interviewing individuals from outside the bargaining unit. An individual may be hired from outside the unit if the applicant's qualifications are higher than those of the employee requesting a transfer.

#### B. Involuntary Transfers

1. Movement of an employee to a vacant position from one building, grade level, or subject area to another building, grade level, or subject area as determined and directed by the District and not based upon the request of the employee, is an involuntary transfer. A reassignment necessitated by the closing/opening of a facility, the elimination/addition of a program, a change of program, or staff reduction, is an involuntary transfer.
2. Notice of an involuntary transfer shall be given in writing to the affected employee as soon as practical.
3. Involuntary transfers will be considered only when the best interests of the school system will be served. Transfers shall be based upon the relative

skill, ability, competence, evaluation, experience, academic preparation, certification, and cocurricular duties. When comparing persons on relatively equal skill, ability, competence, evaluation, experience, academic preparation, certification, and cocurricular duties, the greater full time equivalent continuous length of service to the District by the individuals, shall govern, i.e., to the teacher with the least service, who is properly certificated, shall be transferred first.

4. An involuntary transfer shall be made only after a meeting(s) between the employee involved and the superintendent. The meeting(s) may include the employee's immediate supervisor. A representative of the Association may participate in the meeting(s) at the employee's request. The reasons for the transfer will be discussed at the meeting(s).
  5. An involuntary transfer shall not result in the loss of any continuous service rights that may have been accrued by the individual under this Agreement.
  6. An employee shall not be reduced on salary schedule placement as a result of an involuntary transfer.
- C. All transfer decisions shall be made by the superintendent or his designee after receiving recommendation(s) from the immediate supervisor(s) involved.

## **ARTICLE XVII IN-SERVICE/STAFF DEVELOPMENT TRAINING**

A. In-Service/Staff Development Committee

An in-service/staff development committee, with teacher and administrator representation, shall be established for the purpose of making recommendations to the Board on the structure and content of the district's in-service/staff development training program.

B. Professional Development

The Board agrees to provide, upon application by the employee and acceptance by the Superintendent, the necessary funds for employees who desire to attend professional conferences. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses, as well as cost of the substitute teacher needed to relieve the participant. An employee attending such conferences shall be granted sufficient leave time to attend without loss of compensation.

**ARTICLE XVIII**  
**COMPLIANCE CLAUSES AND DURATION**

A. Separability

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

B. Printing Agreement

Copies of this Agreement shall be printed after agreement with the Association on format within thirty (30) days after the Agreement is signed. A copy of the Master Contract shall be posted on the Carroll Community School District website and on the individual building servers for all personnel to access. Two (2) paper copies shall be available for all staff in each building.

C. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by fax or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.

1. If by Association, the Board at Carroll Community Schools.
2. If by Board, the President of Association at Carroll Community Schools

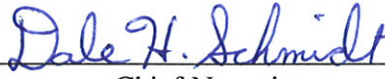
D. Duration

This agreement shall be effective as of July 1, **2011** and shall continue in effect until June 30, **2012**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officials and their signatures placed thereon, all on the 1<sup>st</sup> day of June, 2011.

CARROLL EDUCATION ASSOCIATION

By:   
President

By:   
Chief Negotiator

BOARD OF DIRECTORS OF THE  
CARROLL COMMUNITY SCHOOL DISTRICT

By:   
President

By:   
Chief Negotiator

**CARROLL EDUCATION ASSOCIATION**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Chief Negotiator

**BOARD OF DIRECTORS OF THE  
CARROLL COMMUNITY SCHOOL DISTRICT**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Chief Negotiator

**CARROLL COMMUNITY SCHOOL DISTRICT  
2011-2012 TEACHER HIRING SCHEDULES**

Generating Base:

**\$24,840**

| Years of Experience at Hiring | Generating Base: <b>\$24,840</b> |          |       |          |          |
|-------------------------------|----------------------------------|----------|-------|----------|----------|
|                               | B.A.                             | B. A. 15 | M.A.  | M. A. 15 | M. A. 30 |
| No Exper.                     | 1.135                            | 1.180    | 1.225 | 1.270    | 1.315    |
| 1 Year                        | 1.135                            | 1.180    | 1.225 | 1.270    | 1.315    |
| 2 Years                       | 1.135                            | 1.180    | 1.225 | 1.270    | 1.315    |
| 3 Years                       | 1.135                            | 1.180    | 1.225 | 1.270    | 1.315    |
| 4 Years                       | 1.180                            | 1.225    | 1.270 | 1.315    | 1.360    |
| 5 Years                       | 1.225                            | 1.270    | 1.315 | 1.360    | 1.405    |
| 6 Years                       | 1.270                            | 1.315    | 1.360 | 1.405    | 1.450    |
| 7 Years                       | 1.315                            | 1.360    | 1.405 | 1.450    | 1.495    |
| 8 Years                       | 1.360                            | 1.405    | 1.450 | 1.495    | 1.540    |
| 9 Years                       | 1.405                            | 1.450    | 1.495 | 1.540    | 1.585    |
| 10 Years                      | 1.450                            | 1.495    | 1.540 | 1.585    | 1.630    |
| 11 Years                      | 1.495                            | 1.540    | 1.585 | 1.630    | 1.675    |
| 12 Years                      | 1.540                            | 1.585    | 1.630 | 1.675    | 1.720    |
| 13 Years                      | 1.585                            | 1.630    | 1.675 | 1.720    | 1.765    |
| 14 Years                      | 1.630                            | 1.675    | 1.720 | 1.765    | 1.810    |
| 15 Years                      | 1.675                            | 1.720    | 1.765 | 1.810    | 1.855    |
| 16 Years                      | 1.720                            | 1.765    | 1.810 | 1.855    | 1.900    |
| 17 Years                      | 1.765                            | 1.810    | 1.855 | 1.900    | 1.945    |
| 18 Years                      | 1.810                            | 1.855    | 1.900 | 1.945    | 1.990    |
| 19 Years                      | 1.855                            | 1.900    | 1.945 | 1.990    | 2.035    |
| 20 Years                      | 1.900                            | 1.945    | 1.990 | 2.035    | 2.080    |
| 21 Years                      | 1.945                            | 1.990    | 2.035 | 2.080    | 2.125    |
| 22 Years                      | 1.968                            | 2.035    | 2.080 | 2.125    | 2.170    |
| 23 Years                      |                                  | 2.058    | 2.125 | 2.170    | 2.215    |
| 24 Years                      |                                  |          | 2.148 | 2.215    | 2.260    |
| 25 Years                      |                                  |          |       | 2.238    | 2.305    |
| 26 Years                      |                                  |          |       |          | 2.328    |

| HIRING STEP | Generating Base: <b>\$24,840</b> |          |          |          |       |          |          |          |          |          |
|-------------|----------------------------------|----------|----------|----------|-------|----------|----------|----------|----------|----------|
|             | B.A.                             |          | B. A. 15 |          | M.A.  |          | M. A. 15 |          | M. A. 30 |          |
| 0           | 1.135                            | \$28,193 | 1.180    | \$29,311 | 1.225 | \$30,429 | 1.270    | \$31,547 | 1.315    | \$32,665 |
| 1           | 1.180                            | \$29,311 | 1.225    | \$30,429 | 1.270 | \$31,547 | 1.315    | \$32,665 | 1.360    | \$33,782 |
| 2           | 1.225                            | \$30,429 | 1.270    | \$31,547 | 1.315 | \$32,665 | 1.360    | \$33,782 | 1.405    | \$34,900 |
| 3           | 1.270                            | \$31,547 | 1.315    | \$32,665 | 1.360 | \$33,782 | 1.405    | \$34,900 | 1.450    | \$36,018 |
| 4           | 1.315                            | \$32,665 | 1.360    | \$33,782 | 1.405 | \$34,900 | 1.450    | \$36,018 | 1.495    | \$37,136 |
| 5           | 1.360                            | \$33,782 | 1.405    | \$34,900 | 1.450 | \$36,018 | 1.495    | \$37,136 | 1.540    | \$38,254 |
| 6           | 1.405                            | \$34,900 | 1.450    | \$36,018 | 1.495 | \$37,136 | 1.540    | \$38,254 | 1.585    | \$39,371 |
| 7           | 1.450                            | \$36,018 | 1.495    | \$37,136 | 1.540 | \$38,254 | 1.585    | \$39,371 | 1.630    | \$40,489 |
| 8           | 1.495                            | \$37,136 | 1.540    | \$38,254 | 1.585 | \$39,371 | 1.630    | \$40,489 | 1.675    | \$41,607 |
| 9           | 1.540                            | \$38,254 | 1.585    | \$39,371 | 1.630 | \$40,489 | 1.675    | \$41,607 | 1.720    | \$42,725 |
| 10          | 1.585                            | \$39,371 | 1.630    | \$40,489 | 1.675 | \$41,607 | 1.720    | \$42,725 | 1.765    | \$43,843 |
| 11          | 1.630                            | \$40,489 | 1.675    | \$41,607 | 1.720 | \$42,725 | 1.765    | \$43,843 | 1.810    | \$44,960 |
| 12          | 1.675                            | \$41,607 | 1.720    | \$42,725 | 1.765 | \$43,843 | 1.810    | \$44,960 | 1.855    | \$46,078 |
| 13          | 1.720                            | \$42,725 | 1.765    | \$43,843 | 1.810 | \$44,960 | 1.855    | \$46,078 | 1.900    | \$47,196 |
| 14          | 1.765                            | \$43,843 | 1.810    | \$44,960 | 1.855 | \$46,078 | 1.900    | \$47,196 | 1.945    | \$48,314 |
| 15          | 1.810                            | \$44,960 | 1.855    | \$46,078 | 1.900 | \$47,196 | 1.945    | \$48,314 | 1.990    | \$49,432 |
| 16          | 1.855                            | \$46,078 | 1.900    | \$47,196 | 1.945 | \$48,314 | 1.990    | \$49,432 | 2.035    | \$50,549 |
| 17          | 1.900                            | \$47,196 | 1.945    | \$48,314 | 1.990 | \$49,432 | 2.035    | \$50,549 | 2.080    | \$51,667 |
| 18          | 1.945                            | \$48,314 | 1.990    | \$49,432 | 2.035 | \$50,549 | 2.080    | \$51,667 | 2.125    | \$52,785 |
| 19          | 1.968                            | \$48,873 | 2.035    | \$50,549 | 2.080 | \$51,667 | 2.125    | \$52,785 | 2.170    | \$53,903 |
| 20          |                                  |          | 2.058    | \$51,108 | 2.125 | \$52,785 | 2.170    | \$53,903 | 2.215    | \$55,021 |
| 21          |                                  |          |          |          | 2.148 | \$53,344 | 2.215    | \$55,021 | 2.260    | \$56,138 |
| 22          |                                  |          |          |          |       |          | 2.238    | \$55,580 | 2.305    | \$57,256 |
| 23          |                                  |          |          |          |       |          |          |          | 2.328    | \$57,815 |