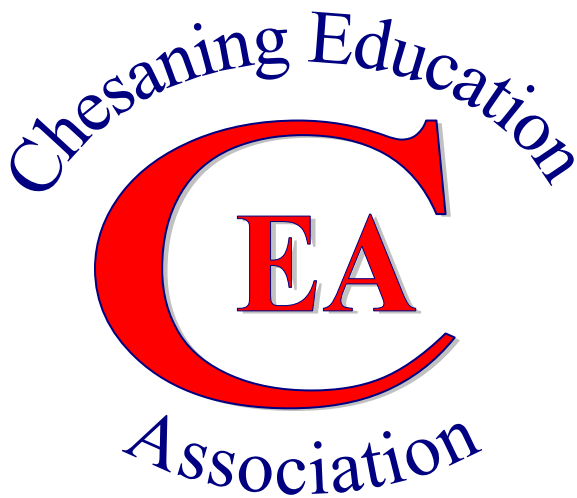


AGREEMENT BETWEEN

**Chesaning Union School District Board of Education**

**- and -**

**Chesaning Education Association MEA/NEA**



**For the Years:**

**2019-2020**

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## **Agreement**

This agreement is entered into this twenty-fourth day of June 2019, by and between the Board of Education of the Chesaning Union School District, hereinafter called the "Board" and the Chesaning Education Association, hereinafter called the "Association."

### **Preamble**

WHEREAS - the Board has a statutory obligation pursuant to PERA, to bargain with the Association as the representative of its' teaching personnel with respect to hours, wages, terms and condition of employment, and

WHEREAS - the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

In consideration of the following mutual covenants, it is hereby agreed as follows:

### **Article I - Recognition**

A. Bargaining Unit Description

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined by PERA, for all employees under contract or returning employees who have not yet received individual contracts of the following classifications: All employees assigned exclusively to classroom teaching for two hours or more per day in the regular school program, guidance counselors, speech and hearing therapists, school social worker, school psychologist, librarians, and media specialists, but excluding supervisory and executive personnel and office and clerical employees, substitutes, community school director or athletic director working ½ or more in that position, and interns. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees above defined, references to male teachers shall include female teachers.

B. Association's Right to Bargain

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. An employee who is hired as a long-term substitute (replacing the same teacher for sixty (60) consecutive days or more) shall have only such rights under the contract as required by law.

## Article II - Teacher Rights

### A. Legal Rights

Pursuant to PERA the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by PERA or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

### B. Mediation, Fact-Finding, Arbitration through MERC

The Board specifically recognizes the right of its employees to invoke the assistance of the Michigan Employment Relations Commission, or a mediator or a fact finder from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement-

### C. Association use of School Facilities

The Association and its members shall have the right to use the school building facilities at all reasonable hours for meetings, with prior approval of the administration.

### D. Membership Insignias

No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises provided it does not interfere with the operation of school.

### E. Communication Rights

Bulletin boards and other established inter-school media of communication shall be made available to the Association and its members. All materials posted or placed in the mail boxes relating to Association business must be signed by the appropriate representative of the teacher organization.

### F. Association's Access to Information

The Board agrees to furnish the Association information to which it is legally entitled. The Association agrees that all such information may be submitted as a simple statement or listing of pertinent data and that neither the Board nor the Administration shall be required to submit such information except in the form it is normally recorded or as

mentioned above. The Association shall pay the reasonable costs incurred by the Board of Administration in furnishing the information requested.

G. Board Meetings, Agendas, Minutes

The Board agrees to notify the Association of all regular and special meetings by the Board by sending copies of the agenda and previous Board meeting minutes to the Secretary and the President of the Association. In the event the Association wishes to confer with or discuss any item(s) on the Agenda prior to the announced meeting, the Board or its designated representative shall meet with the designated representative(s) of the Association at a mutually agreeable time for this purpose.

## **Article III - Professional Compensation**

### A. Schedule A

The salaries of teachers covered by this Agreement are set forth in schedule "A" which is attached to and incorporated in this Agreement.

### B. Extra Curricular and Other Teaching Duties

The salary schedule is based upon a normal weekly teaching load during normal teaching hours. For extra curricular and other teaching duties, the teacher shall be paid according to Schedule "B" and Schedule "C" which are attached to and incorporated in the Agreement.

### C. Paid Release Time

A teacher engaged during the school day in negotiation in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, excluding arbitration, shall be released from regular duties without loss of salary.

### D. Credit for Outside Experience

1. Outside teaching experience granted to teachers will be at the discretion of the Board of Education. The Board should not grant more steps for experience to a newly hired teacher than have been earned by a similarly situated currently employed Chesaning Union Schools Teacher; in the situation that such a hire is unavoidable, the administration and association will confer in an attempt to resolve the issue.
2. Pro-rated Pay for Less than Full-Time  
Teachers who are employed on a regular basis less than full-time shall be paid according to Schedule "A" on a prorated basis.
3. Computing Half-Day Teaching Experience  
In the event a teacher who has been employed in the district for half-days is employed as a full-time teacher, his/her years of experience shall be computed by giving one-half year's credit for each year employed; in less than whole numbers of years of experience such teacher shall be placed on the step corresponding to the next highest whole number providing he/she has taught half-days for a minimum of five (5) years. (Example: A teacher employed for five (5) years; a half-day teacher would be placed on step 3 of the salary schedule if employed full-time.)
4. Computing Part-Time Teaching Experiences  
A teacher who teaches more than ½ time shall advance a full step on the salary schedule. Teachers who teach a ½ time assignment or less shall advance one-half step.

E. Options for Payment of Salary

A teacher may elect one of two methods of payment for his professional salary.

1. Twenty-Six Pays: Salary divided into twenty-six (26) pays, paid every two (2) weeks.
2. Twenty-One Pays: Salary divided into twenty-one (21) pays, paid every two weeks provided that the twenty-first (21<sup>st</sup>) check shall be made available on the last duty day. However, the Board shall be allowed six (6) calendar days subsequent to that date to make adjustments in the check.

F. Additional Credits for Compensation

Upon submission of evidence of having qualified for advancement on the salary schedule by reason of completing eligible graduate level credits beyond the Bachelor's degree (as described below), a teacher shall be placed upon the proper step and salary column commensurate with said qualification.

Effective August 1, 2006 in order to qualify a teacher for salary column movement on Schedule A, the graduate level credits must be earned at a NCA accredited college or university and must satisfy one or more of the following criteria: (1) the credits must pertain to the teacher's present Michigan certificate endorsement(s); (2) the credits must be part of a planned program leading to a Michigan certificate endorsement(s) and/or present teaching assignment. If undergraduate credits are needed for the additional endorsement, salary column placement will occur upon the completion of all of the required coursework for the endorsement, and a copy of the Teaching Certificate including the new endorsement area; (3) the credits must be part of a planned program leading to a Master's degree related to K-12 education. Nothing in this provision shall cause the revocation of salary column placement granted to any teacher prior to August 1, 2006 that is inconsistent with the above standards.

The teacher's pay rate will be adjusted either at the beginning of our next semester for colleges and universities on a semester system or at the beginning of our fourth quarter for colleges and universities on a quarterly system.

G. Compensation for Additional Assignment

A teacher at the middle school or high school level assigned to teach a sixth period in lieu of a preparation period shall be compensated an additional one-sixth (1/6) of his/her salary. An elementary teacher in grades K-4 (excluding Kindergarten/Primary classrooms) assigned to teach a combination classroom shall be compensated an additional one-sixth (1/6) of his/her salary.

## H. Compensation for Substitute Time

In the event an individual teacher is asked to take another teacher's class during a preparation period, the teacher will be compensated in one of the following fashions chosen by the individual teacher:

1. Each hour will be paid on a biweekly basis paid at the Driver's Education Rate in Schedule C.
2. Compensation hours will be awarded to the individual teacher. Five (5) compensation hours would equal one earned leave day. Earned leave days will accumulate and carry over each year to be used at the individual teacher's request.

The teacher will be requested to fulfill this position on a volunteer basis, and the requests for filling these hours will be done on a rotating basis, using each building's roster or teachers who have volunteered to fulfill this position for that building. If a substitute is not available, an administrator may assign a teacher from the volunteer's roster to cover for an absent teacher. If there are no volunteers in a building available, the administration may assign the least senior available teacher on a rotating basis. Further, this provision is in no way to be construed or interpreted as indicating a lack of importance given the preparation time currently allocated in the contract.

## I. Universal Service Time

The Board will provide payroll deduction for bargaining unit members who wish to purchase universal service time to be used for retirement purposes from the State of Michigan's Public Employees Retirement System (MSPERS) per regulatory and statutory authorization.



## Article IV - Teaching Hours and Loads

### A. Teaching Hours

The teacher's normal workday will be seven (7) hours and ten (10) minutes.

### B. Lunch Periods

All teachers shall be entitled to a thirty (30) minute duty free uninterrupted lunch period as scheduled.

### C. Middle and High School Teaching Loads and Preparation Periods

The normal weekly teaching load for full-time classroom teachers in the senior high school shall be twenty (20) teaching periods and five (5) unassigned preparation periods and at the middle school shall be twenty-five (25) teaching periods and five (5) unassigned preparation periods or the equivalent.

### D. Teacher Reporting Periods

Teachers shall be in the area of their first (1st.) period assignment five (5) minutes prior to the start of the school day and shall remain in the area of their last class period assignment five (5) minutes after the close of the school day. Teachers shall be expected to remain later if students request special help or for parent-teacher conferences. These conferences and special help sessions shall be scheduled by the teacher involved.

### E. Association Representatives

An Association Representative in each building may present problems to the principal of that building for inclusion on the agenda for the first or second building faculty meeting.

### F. Extra-Curricular Duties

The assignment of extra-curricular duties will be on a voluntary basis and will be filled at the Board's discretion with internal or external candidates. Head coaching positions may be posted each year if held by a non-Association member. The Association member will have the right to interview.

### G. Attendance of Staff Meetings

As part of their professional responsibility staff members will attend meetings called by the Administration for their entire length, unless excused by their Principal. Agendas, set by the principal, should be published in advance of these meetings. Administrators will continue to call no more than two meetings per month. Said meetings will not exceed 1.5 hours in length. Committee work outside of faculty meetings is voluntary.

### H. Elementary Teacher Relief

Elementary teachers will be provided with one (1) duty-free recess period of not less than fifteen (15) minutes each per day.

- I. The Board agrees that there will be five (5) forty-five (45) minute uninterrupted planning periods per week in grades Kindergarten - four teachers. This is in addition to the one (1) fifteen (15) minute duty-free recess.
- J. At the Secondary level, Department members will meet with the Administration prior to scheduling to resolve possible conflicts in teacher assignments (i.e. more than three preparations per semester and movement to other departments).
- K. Mentor Teacher

Mentoring is on a voluntary basis only and will not be used as part of the employee's annual evaluation.

Mentors will be allowed a maximum of \$200.00 per year to purchase teaching supplies. Said funds will be provided by the Board of Education. The Association will also provide \$50.00 per year for each mentor teacher. In the event that a mentor chose to mentor more than one mentee, they will only be eligible for the single payment of \$200.00/\$50.00.

## **Article V - Teaching Assignments**

### **A. Assignments Outside of Field of Preparation**

Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers should not be assigned outside the scope of their teaching certificate, their major or minor field of study, and the qualifications set forth in Article XVII ¶ A(3) of this Agreement.

### **B. Changes in Assignment**

Teachers who will be affected by a change in assignment in the elementary school grades and by a change in subject assignment in the secondary grades will be notified and consulted by their principals. Tentative teaching assignments will be made prior to July 5. Any changes in assignment after July 5 will include an opportunity for the teacher so affected to resign within ten (10) days after receiving such change in assignment. A teacher shall be compensated for any preparation done for the initial teaching assignment if re-assignment occurs after July 5. All expenses for which compensation might occur should be pre-approved by the principal.

## Article VI - Teaching Conditions

### A. Class Size

Because the pupil-teacher ratio is an important aspect of an effective educational program, the Board will reduce class sizes to the following desired objectives:

\*Elementary shall be considered grades 1–6.

1. Kindergarten and Primary – 28 pupils per classroom
2. Elementary Grades (grades 1-4) – 30 pupils per classroom
3. K – 4 Combination Classes - 27 pupils per classroom  
\*Kindergarten / Primary is not considered a combination classroom
4. Grades 5 & 6 – 31 pupils per classroom
5. Grades 7-8: 160 pupils per core academic class per day. No core academic class to exceed 32 pupils.
6. Grades 9-12: 128 pupils per core academic class per day. No core academic class to exceed 32 pupils.

Core academic classes are English, Social Studies, Mathematics, Science, Foreign Language I and II.

7. The maximum pupil load for non-core academic classes at the secondary level (HS only), excluding Band ,Vocal Music, and Physical Education shall be 140 pupils per day.
8. When the number of students in Band or Vocal Music exceeds 50 students per class period, that Band/Vocal Music class will be team taught with the assistance of a music department member. If the Band/Music class size numbers under 50 are unmanageable, as deemed by a combination of the Music Department Staff and Administration, the administration and association will confer in an attempt to resolve the issue.

### B. Protective Clothing

The Board shall furnish all protective utility clothes.

### C. Teaching Materials/Field Trips

#### 1. Teaching Materials/Field Trips

The board will continue to provide texts, library reference facilities, maps, globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standardized tests, questionnaires, field trips and other materials as agreed to by the Principal and the teacher since these are the tools of the teaching profession. The Board agrees to keep the schools equipped at all times.

#### 2. Selection of Materials

The parties will confer yearly and/or when mutually agreeable for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representatives and the Association.

3. Clerical Supplies

The Board agrees to make available in each school typing, copy supplies and equipment and clerical personnel to aid teachers in the preparation of instructional materials.

D. Duty Free Lunch Period

In no event shall any teacher be required to supervise the cafeteria or playground activities during the lunch period.

E. Teacher Lunchroom/Lounge/Lavatories

The Board shall make available a room in each school that will serve as a lunchroom and faculty lounge, also lavatory facilities. The above facilities will be constructed as present facilities permit and be incorporated in all future construction.

F. Telephone Facilities

Telephone facilities shall be made available to teachers for their reasonable use. In the event telephones are used for personal long distance calls, the cost of such calls shall be charged to the teacher's home phone or paid to the office by the individual teacher. Any personal calls not covered by the above shall be paid by the Association.

G. Individual Rights

The public and private life of any teacher is not an appropriate matter of the concern of the Board as long as the teacher's effectiveness in his or her school duties is unimpaired. Nothing in this provision shall restrict the Board from taking action which it is required or permitted to take under the Revised School Code or the Teachers' Tenure Act.

H. Paid Workshops/In-Service Programs

Whenever new programs of instruction are introduced into the district, teachers involved shall be provided with in-service training sessions and/or workshops to better acquaint them with their new duties.

## **Article VII - Promotions**

### **A. Supervisory Openings**

1. Whenever a new supervisory or executive position is created, or whenever a vacancy in such an existing position shall occur, the Board agrees to publicize the position and notify the Association of the opening.
2. Any teacher who is qualified for the opening may apply. The Board agrees to consider qualified applicants; however, the decision of the Board in filling such a position shall be final. This provision shall not be subject to grievance procedure.
3. The Board agrees that the Association shall have representation on any interview committee convened to fill a supervisory position (excluding the position of superintendent). Said representation shall be mutually agreed upon between the Superintendent and the Association President.

### **B. Retention of Bargaining Unit Rights**

As of September, 1986, a teacher who leaves the bargaining unit to take a position as an administrator or supervisor in the Chesaning Schools shall have all accrued seniority, longevity, salary schedule credit and accumulated sick leave frozen as of the date on which the administrative position was accepted.

## Article VIII - Vacancies and Transfers

### A. Vacancies

A vacancy shall be defined as a newly created position or an existing position that is unfilled due to the resignation, retirement, death, or transfer of a bargaining unit member. A position shall not be considered vacant if it is held by a teacher on leave of absence who has the right to return to the job.

### B. Newly Created Positions

Positions will be considered “new” when:

1. The duty requirements of a position differ from the duty requirements of a position already in the bargaining unit.
2. The position is established for the first time at a new level of this educational organization (Elementary, Middle School or High School).
3. Newly created positions will be posted for fifteen (15) days and notification will also be sent to the Association.

### C. Voluntary Transfers

#### 1. Voluntary Transfers

A teacher may request a transfer to any vacancy within the system for which he/she is certified and qualified.

#### 2. Transfer Requests

By May 1<sup>st</sup> of each year, teachers may request transfers from one school to another or transfer to a different teaching subject or assignment for the ensuing school year. All requests for transfer must be in writing on forms provided by the Administration.

#### 3. Implementing Transfers

When making out the following year’s assignments, the Board may utilize the list of transfer requests provided by the teachers. A copy shall also be forwarded to the Secretary of the Association along with a list of transfers that the Administration has approved.

#### 4. Transfer Request File

Transfer requests may be kept on file for a period of one (1) year. The Board may utilize the list of transfer requests when filling vacancies but reserves the right to utilize other sources in filling vacancies.

5. Filling Positions

When filling newly created positions the Board will utilize the requests received as the result of the posting of that position. When filling other vacancies the Board will consider the transfer request file.

6. Openings and vacancies occurring in buildings failing to make Adequate Yearly Progress (AYP) as defined by NCLB will be filled at the discretion of the Board of Education. All interested candidates, both current employees and potential employees, may be evaluated for any vacant position and the Board of Education will select the one it considers best qualified.

D. Involuntary Transfers

Since the frequent transfers of teachers from one school to another may be disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers should be minimized and avoided whenever possible.

E. During the School Year Vacancies

Vacancies that occur during the year may be filled at that time by a transfer request, according to the standards in Article VIII, Section or in any other manner as determined by the Board. However, if in the judgment of the Superintendent, the transfer at that time would be disruptive, the vacancy may be awarded to an on-staff teacher.



## Article IX - Sick Leave

### A. Sick and Personal Leave Allowances

At the beginning of each school year each teacher shall be credited with thirteen (13) days of leave to be used for absences caused by illness or disability. The unused portion of such days shall accumulate to one hundred seventy (170) days. In the event that a teacher has eight or more days of the thirteen days allocated that year, the teacher will be credited with one (1) additional (Earned Personal Day) personal day the following school year.

Five of the above days may be used as personal leave, with a limit to seven (7) teachers on any given date. The request for the personal leave must be received by the Superintendent of Schools at least five (5) days in advance except in the case of emergency. If more than seven (7) teachers apply for a personal leave on any given date then the first seven (7) requests will be approved.

The first and last day of the school year or any day on which parent-teacher conferences are scheduled may not be used as paid personal leave days. All personal leave days will be used in half-day increments. The number of staff members allowed to utilize personal days the last day prior to any vacation or holiday period or the first day following any vacation or holiday period is limited to 5. The request must be received 21 days prior to the scheduled personal day.

### B. Sick Leave Bank

At the beginning of the first year of this Agreement, all bargaining unit members will donate one (1) of the thirteen days allocated to them in Section A. to a Sick Leave Bank. The Association will have complete and autonomous control in establishing the guidelines for the use of these days and the allocation of these days. These days may be used by teachers who have exhausted their cumulative sick leave due to illness based on the guidelines as developed by the Association.

The Association agrees to notify the business office immediately upon the allocation of days to an individual, informing the office of the number of days allocated to the teacher. Such leave days may be considered as part of the Family & Medical Leave Act leave.

### C. Workers' Compensation

Any teacher who is absent because of an injury or disease compensable under the MI Workers' Compensation Law shall receive from the Board the difference between the allowance under Workers' Compensation Law and his or her regular salary for the duration of his or her unused sick leave. The Board will continue to provide fringe benefits during the period the teacher is disabled up to the time the teacher's unused leave is exhausted.

D. Report of Accumulated Sick Leave

At the end of the year, the Board will note on the last check the amount of sick days each teacher has accumulated.

E. Extended Use of Sick Days

In the event of an extended use of sick days by a bargaining unit member, the following will be in effect:

1. If the use of sick days requires hospitalization of any type, the Board may require a return to work authorization from the member's attending physician; or
2. If the bargaining unit member uses more than the allocated sick days for the year for one illness, the Board may require a return to work authorization from the member's physician.

(By way of example, if the bargaining unit member is incapacitated from ten (10) concurrent days without requiring hospitalization, the Board may insist on said authorization before the member returns to his position.)

F. Payment for Unused Sick Leave

Upon retirement from the Chesaning Schools under MPSERS a teacher with 15 years of service with Chesaning Union Schools will be paid for unused sick leave to a maximum of 170 days at the following rate:

<u>Years of Service</u>	<u>Rate</u>
15-20 years	\$30
21-25 years	\$40
26-30 years	\$50

## Article X - Leaves of Absence

### A. Unpaid Leave

1. Seniority shall no longer accumulate (as of July 1, 2003), but shall be frozen at the commencement of the leave for Sick Leaves Without Pay, Personal Leaves, Leaves Without Pay for Educational and Study Purposes and Family Leaves exceeding one (1) year. Military Leaves will continue to accrue seniority. Child Care Leaves will accrue one (1) year of seniority for the first year of the leave then be frozen for subsequent years. Seniority for all of the above leaves taken prior to July 1, 2003 was accumulated and shall be retained in accordance with Article XVII, paragraph A of this Agreement.
2. **Sick Leave Without Pay**  
Any teacher whose illness or disability extends beyond the period compensated under Article IX shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed each year upon written request by the teacher with verification by the teacher's physician. A teacher returning from illness leave will be reinstated to the same or similar position subject to layoff and recall provisions.
3. **Personal Leave**  
A personal leave of absence may be granted to a teacher for up to one year. Upon written request of the teacher the leave may be extended at the discretion of the Board. Upon the termination of the leave a tenured teacher shall be returned to a bargaining unit position for which he/she is certified and qualified. A probationary teacher, upon termination of leave (except leaves under the Family and Medical Leave Act), shall be returned to the first vacancy for which he/she is certified and qualified.
4. **Military Leaves**  
Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system.
5. **Leaves Without Pay for Educational and Study Purposes**  
Leaves of Absence without pay may be granted upon application for the following purposes:
  - a. Study related to the teacher's certification
  - b. Study to meet eligibility requirements for certification other than that held by the teacher.
  - c. Study, research or special teaching assignment involving probable advantage to the school system.

NOTE: Guidelines for Section 5

- I. Requests are to be made to the Board by March 15.
- II. The Board is to reply to the request by April 15.
- III. The Board and the teacher will sign written intents to return and to rehire.
- IV. General Guidelines:
  - a) No more than two percent (2%) of the teaching staff will be granted leaves at one time and leaves will be limited to one (1) year.
  - b) No steps of the salary schedule will be lost due to the leave.
    - 1) Increments will be granted for the period of the leave when the leave is for study or research in the teacher's certified field. This would include graduate studies in education, studies in the field taught by the teacher, and studies in the field of the teacher's major or minor.
    - 2) Increments will be granted for the period of the leave when the leave is for study to prepare the teacher to teach at another level or to obtain training in a specialized field as approved by the Board.
    - 3) Increments will not be granted for the period of the leave when I. or II. above do not exist.

#### 6. Child Care Leave

A leave or absence without pay of up to one year's duration shall be granted upon request to a teacher who has taught at least one full year in the Chesaning school system for the purpose of caring for a new born child, infant child, newly adopted child or seriously ill child. Any FMLA qualifying leave taken under this provision shall count towards the employee's entitlement.

Extensions may be granted at the request of the teacher and upon approval of the Board. Request for childcare leave will be made at least sixty (60) days prior to the requested start of the leave. The request will state the return date. Seniority will be frozen at the current amount accrued by the individual, however, after the first year of the leave. The individual will accrue only one year of seniority for all childcare granted by the Board.

Upon return from childcare leave, the teacher will be returned to the same or similar position subject to layoff and recall provisions.

#### 7. Family Illness

A leave of absence without pay may be granted by the Board of Education for up to one school year upon request to a teacher who has taught at least one full year for the purpose of attending to a critically ill member of the immediate family. (For purposes of this section, the immediate family shall include a parent, spouse, child or member of the employee's household.) The teacher shall be returned to

the same position if the leave is for less than sixty (60) days. If the leave is for more than sixty (60) days, the teacher will be returned to a position for which he/she is certified and qualified in compliance with other provisions of this contract. Critical illness shall include any illness or injury requiring hospitalization, emergency treatment, surgery, intensive care or any illness which requires homebound intensive care or a hospice situation.

B. Paid Leave (Chargeable Against Sick Leave Allowance)

Illness in the Immediate Family

A maximum of ten (10) days per year for critical illness in the immediate family. The immediate family for purposes of this section shall be defined as the employee's spouse, children or parents. Critical illness shall include any illness or injury requiring hospitalization, emergency treatment, surgery or intensive care.

C. Paid Leave (Not Chargeable Against Sick Leave Allowance)

1. Bereavement Leave

a. A maximum of five (5) days per death in immediate family. Immediate family for purposes of this section will be employee's spouse, children and parents, or members of the employee's household.

b. A maximum of three (3) days per death in the event of death of employee's brother(s), sister(s), grandparent(s), brother(s)-in-law, sister(s)-in-law, parent(s)-in-law, grandchildren and spouse of child. One day for relatives not covered above.

c. A maximum of one (1) day for individuals not covered above, deducted from personal leave days without prior notice to the Board.

2. Jury Duty

Absence when a teacher is called for jury service. While the teacher is on jury duty, the Board will make up the difference between what he/she is paid by the court and his/her regular salary.

3. Court Appearance

Court appearance at the request of the Board of Education.

4. Selective Service Physical Examination.

Time necessary to take the selective service physical examination.

5. Professional Days

Teachers may be granted professional days with pay not chargeable against sick leave allowance for visitation in other schools and/or for attending conferences or conventions which have been approved by the building principal.

6. Association Business Days

For the duration of this contract, the Association shall be credited with eighteen (18) days per year to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. No one member shall use more than 5 days in a given year with the exception of the president. The Association agrees to pay the Board of Education the current substitute rate and the Association member's retirement contribution for all days used under this provision. The Association agrees to notify the Board no less than forty-eight (48) hours of the date for intended use of said leave and no more than three (3) teachers shall be released on any one day under the provisions of this section.

7. Compensation Time

Teachers who are teaching in the elementary level involved in the Hartley Nature Camp program and who attend that facility with their students for the duration of the student's time there will be credited with an extra day of Personal Leave, subject to the conditions as stipulated in Article IX, Section A.

8. Full-time employees after one year of employment shall be eligible for leave consistent with the District's policy under the Family Medical Leave Act. If an employee voluntarily fails to return to work following such leave, the employee will repay the Employer the cost of insurance paid if requested by the Employer.

D. Return from Leave

Upon return from leave of absence, accumulated sick days earned prior to the leave shall be credited to the teacher.

For leaves of a school years duration, the teacher shall notify the Superintendent in writing by May 1<sup>st</sup> of his/her intent to return. For leaves of absence of less than a year in duration, the teacher will notify the Superintendent in writing of his/her intent to return at least thirty (30) days prior to the expiration of the leave. Failure to notify the District of intent to return may be considered as resigning from the District and may prevent reinstatement. A teacher upon return from leave shall be restored to a position for which he/she is qualified subject to the provisions of the leave.

E. Termination by the Board

Any teacher who while on leave of absence takes employment as a teacher in another district or in any other way violates the terms of his/her leave may be deemed to have terminated his/her employment with Chesaning Union Schools and there shall be no further obligation upon the Board

## **Article XI - Protection of Teachers**

### **A. Board Support to Teachers**

Since the teacher's authority and effectiveness in his/her classroom is enhanced when students discover that there is sufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline of their students. Any teacher will have the opportunity to participate in Student Handbook revision meetings.

### **B. Assault on a Teacher**

Any case of assault upon a teacher will be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

### **C. Complaints/Suits Against a Teacher**

If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student, the Board shall provide legal counsel and render all necessary assistance to the teacher in his/her defense.

Time lost by a teacher in connection with judicial proceedings shall not be charged against the teacher provided the teacher acts within the scope of his/her employment.

### **D. Parent's Complaints**

Any complaints by a parent of a student directed toward a teacher shall be called to the teacher's attention.

### **E. Review of Personnel Files**

Each teacher shall have the right to review the contents of his or her personnel file. At the teacher's option, an Association representative may accompany the teacher during this review.

### **F. Complaints Against a Teacher**

Any complaints directed towards a teacher which are placed in his/her personnel file are to be called to the teacher's attention in writing within five (5) school days. The teacher shall have five (5) school days in which to discuss and/or attach a written response to the complaint. The response shall conform to the requirements of the Bullard Plawecki Employee Right to Know Act. At the option of the teacher an Association representative may accompany the teacher in the examination of the file.

G. Threats Against a Teacher

Administrators will take the appropriate steps to ensure that employees are promptly informed of any viable threats made against them. Such action, as appropriate, may include:

- notice to the affected teacher(s) and Association representative;
- consideration of notice to other staff who may be affected by the threat;
- corrective action against the student;
- notification of law enforcement.

H. Teacher's Access to Files

Teachers, for professional purposes, shall have access to the CA-39 and CA-60 files of their students. Other information will be at the discretion of the principal or counselor.



## **Article XII - Negotiations Procedure**

### A. Re-Opening of Agreement

It is contemplated that matters not specifically covered by this Agreement but of common concern to the parties shall be, upon consent of both parties, subject to professional negotiations between them from time to time during the period of this Agreement. The parties will undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

### B. Initiation of Bargaining

At least ninety (90) days and not more than one hundred fifty (150) days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of the teachers employed the Board.

### C. Selection of Negotiating Representatives

In any negotiations described in this Article neither party shall have any control over the selection of negotiations or bargaining representatives of the other party and each party may select its representatives from within or outside the school district.

### D. Contract Authority

This Agreement shall supersede any rules, regulations or practices which shall be contrary or inconsistent with its terms, and past practices shall not be recognized unless committed to writing and incorporated into this Agreement.

### E. Ratification

It is agreed by the parties that no final Agreement between them may be executed without ratification by the Board and by the Association. Any agreement shall apply to all members of the bargaining unit as negotiated and shall be reduced to writing and signed by the authorized representatives of the Board and the Association.

### F. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers. Fifteen (15) additional copies will be presented to the Association.

## Article XIII - Professional Grievance Procedure

### A. Definitions

1. A "grievance" shall mean a complaint by a teacher in the bargaining unit that there has been to him/her a violation, misinterpretation or inequitable application of specific provision of this Agreement. Except that the term "grievance" shall not apply if the grievance is subject to the jurisdiction of the Tenure Commission, "MERC", Department of Civil Rights, EEOC or any other agency or governmental unit whose primary function is to enforce and/or regulate activities for redress.
2. The "aggrieved person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. The term "days" shall mean calendar days.

### B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with 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 in each school building selected by the Association in a manner determined by the Association. The Association agrees to notify the Board within thirty (30) days of the beginning of the school year as to who has been designated as the above Association representatives and the Association further agrees to notify the Board promptly whenever any changes in this designation are made.
2. In the event an Association representative is a party in interest to any grievance, the Association may appoint a substitute representative.

### D. Procedure

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 by mutual consent.

1. Level One

A teacher with a grievance shall discuss it with the immediate supervisor or principal individually or together with his/her Association representative or through the Association representative within twenty (20) days of when the teacher became aware of the alleged violation or act or condition which the teacher claims is the basis of the grievance.

2. Level Two

In the event the grievance is not settled or if no decision has been rendered within five (5) days after presentation of the grievance, the aggrieved may file the grievance in writing through the Association with the principal. Such written grievance shall specify the section of the contract he/she alleges is violated, the events that caused the violation and the remedy sought. The principal shall render a written decision within five (5) days of receipt of the written grievance. If the grievance is not appealed within ten (10) days after the principal's answer is received, it shall be deemed settled on the basis of that answer. The Association may file a grievance at the Superintendent's level if the grievance involves more than one school building, but the grievance may be referred to the principal level by the Superintendent.

3. Level Three - Superintendent's Level

In the event the grievance is not settled at Level Two, the Association shall have ten (10) days after receipt of the Level Two answer to appeal the grievance in writing to the Superintendent's Level. Upon receipt of the appeal, the Superintendent shall, within ten (10) days, arrange to have a meeting with the representatives of the Association and the grievant in an effort to resolve the grievance. The Superintendent or his designated representative shall have ten (10) days following the meeting at Level Three within which to answer the grievance. If no answer is given within that time frame or if the answer is not satisfactory, then the Association shall, if it desires to continue the grievance to the next step, appeal the grievance to Level Four, as provided below.

4. Level Four – Arbitration

**Only the Association may appeal a grievance to Level Four.**

If the grievance is not settled at the previous step or if no disposition has been made within the specified time limit, the grievance may be submitted to arbitration before an arbitrator. The Association will notify the Board, in writing, within fifteen (15) days after receiving the decision at the previous step that the grievance is being submitted to arbitration. If the parties cannot agree as to the arbitrator within ten (10) days of notification date that the arbitration will be

pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree that the award of the arbitrator shall be final and binding.

E. Rights to Representation

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

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice. However, if, in the judgment of the Association representative or the Grievance Committee the grievance affects a group of teachers, the Grievance Committee may process the grievance.
2. The grievance discussions and the decision rendered at Level One may be placed in writing upon request of either party. Decisions rendered at all other levels shall be in writing, and shall promptly be transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
4. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.
5. Forms for filing and processing grievances shall be designed by the Association Grievance Committee and a designated representative of the Board shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

G. Fees of the Arbitrator

The fees and expenses of the Arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other party.

H. Individual's Right to Grieve

Nothing contained herein shall be construed to prevent an individual teacher from presenting a grievance to the Board of Education and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given the opportunity to be present at such adjustment.

## Article XIV - Insurance Protection

### A. Insurance

Upon submission of a written application and subject to the fulfillment of the insurance carriers requirements the following insurance benefits will be available to the members of the bargaining unit.

The Board shall not be required to make duplicative contributions toward medical-hospitalization insurance premiums for its employees. To avoid such duplication where applicable, one employee shall be designated and insured and the other as a covered dependent. Such designation shall be determined by the employees involved. The insured employee will be eligible for Plan A; the covered dependent for Plan B.

The following insurance benefits will be available to the members of the CEA bargaining unit (choose one). The Board shall pay not more than the state maximum for hard cap in 2019-2020, consistent with 2011 PA 152.

#### **PAK A Medical: MESSA CHOICES**

IN Ded: \$100 Single/\$200 Family

IN Copay: \$5 Office Visit/\$10 Urgent Care/\$25 ER

IN Coins: 0% of approved amount after deductible is met

IN Medical OOP Max Including IN Ded: \$1100 Single/\$2200 Family

IN RX OOP Max: \$1000 Single Cov; \$2000 2-Person & Family Cov

IN Total OOP Max: \$2100 Single Cov; \$4200 2-Person & Family Cov

OON Ded: \$250 Single/\$500 Family

OON Coins: 20% of approved amount after deductible is met

OON OOP Cap: \$2250 Single/\$4500 Family

Excludes voluntary abortion

Rx: \$10 Generic/\$20 Brand

Dental: Delta Dental 80/80/80/80:1300(1500)

Vision: VSP 2 S

Negotiated LTD: Neg LTD 66 2/3% Max \$2,500 Replacement %: 66.67 20.03 LT2122 15WO; Maximum Benefit: \$2,500; Maximum Monthly Salary: \$3,750

PAK Life: \$31,000 PAK Life 3.41 P03101 15WP

PAK AD&D: \$31,000 PAK AD&D

Basic Term Life: Basic Term Life w/Med \$5,000

#### **PAK C Medical: MESSA ABC 1**

IN Ded: \$1350 Single Cov; \$2700 2-Person & Family Cov

IN Coins: 0% of approved amount after deductible is met

IN Medical OOP Max Including IN Ded: \$2350 Single Cov; \$4700 2-Person & Family Cov

OON Ded: \$2700 Single Cov; \$5400 2-Person & Family Cov

OON Coins: 20% of approved amount after deductible is met

OON OOP Cap: \$4700 Single Cov; \$9400 2-Person & Family Cov

Excludes voluntary abortion

Rx: MESSA ABC Rx

HSA with HEQ

Dental: Delta Dental 80/80/80/80:1300(1500)

Vision: VSP 2 S

Negotiated LTD: Neg LTD 66 2/3% Max \$2,500 Replacement %: 66.67 20.03 LT2122 15WO; Maximum Benefit:

\$2,500; Maximum Monthly Salary: \$3,750  
PAK Life: \$31,000 PAK Life 3.41 P03101 15WP  
PAK AD&D: \$31,000 PAK AD&D  
Basic Term Life: Basic Term Life w/Med \$5,000

**PAK D Medical: MESSA ABC 1 with 3-Tier Mail Rx (Available February 1, 2018)**

IN Ded: \$1350 Single Cov; \$2700 2-Person & Family Cov  
IN Coins: 0% of approved amount after deductible is met  
IN Medical OOP Max Including IN Ded: \$3350 Single Cov; \$6650 2-Person & Family Cov  
OON Ded: \$2700 Single Cov; \$5400 2-Person & Family Cov  
OON Coins: 20% of approved amount after deductible is met  
OON OOP Cap: \$6700 Single Cov; \$13400 2-Person & Family Cov  
Excludes voluntary abortion  
Rx: ABC 3-Tier Rx with Mandatory Mail  
HSA with HEQ  
Dental: Delta Dental 80/80/80/80:1300(1500)  
Vision: VSP 2 S  
Negotiated LTD: Neg LTD 66 2/3% Max \$2,500 Replacement %: 66.67 20.03 LT2122 15WO; Maximum Benefit:  
\$2,500; Maximum Monthly Salary: \$3,750  
PAK Life: \$31,000 PAK Life 3.41 P03101 15WP  
PAK AD&D: \$31,000 PAK AD&D  
Basic Term Life: Basic Term Life w/Med \$5,000

CEA members not electing health insurance coverage under Article XVI Section A-1 shall be eligible to receive cash-in-lieu along with Pak B. \$5,583.00 for full family, \$4,281.00 for two person, and \$2047.37 for singles, with payments beginning the first pay period of the 2018. If an employee is less than full time the CIL will be pro-rated at the percentage they are employed.

**MESSA Pak B**

Dental: Dent 80/80/80/80:1300(1500)  
Vision: VSP 3  
PAK Life: \$40,000 PAK Life  
PAK AD&D \$40,000 PAK AD&D  
PAK Dependent Life: \$2,000/2,000 PAK Dep Life

Insurance benefits will be for a twelve-month period for all employees who complete their contractual obligations.

**B. Termination of Benefits**

If an employee covered by this Agreement leaves the school system for any reason the payment of the insurance terminates at the end of that month unless otherwise specified.

**C. An employee may contribute additional funds via payroll deduction to their Health Savings Account (up to the amount allowable by law.)**

## Article XV - Seniority and Transfers

- A. In the event of a layoff, the following procedure shall be followed:
1. A seniority list shall be established and agreed upon between the parties within thirty (30) days of the signing of this contract. The list shall be maintained and published annually thereafter. Within twenty (20) days of submission of the list to the President of the Association, objections to the list shall be filed. Seniority shall be defined as continuous years of employment in the Bargaining Unit (except as per Article VII) including leaves of absence to the extent specified in Article X ¶ A. The seniority of part-time teachers shall accrue at the same rate as full-time teachers. When two (2) or more teachers have the same length of service, the position of the seniority list shall be determined by a lottery system.
- B. Transfers and Building Closings
1. If it should be necessary to transfer a teacher from one school to another to facilitate staff reduction the following may, in the sole discretion of the Administrator be used:
    - a. The staff needs of each school will be determined.
    - b. Any teacher with a voluntary request on file to transfer to a building with openings may be transferred first assuming he/she is certified and qualified.
    - c. Teachers in a building with extra personnel may be notified of the opening(s) and given an opportunity to request a transfer.
    - d. If transfers are still necessary, they may be made based on the system-wide seniority of the teachers certified and qualified to fill the open positions.
    - e. Teachers transferred under this situation may be returned to their original building as soon as an opening for which they are certified and qualified is available, assuming they want to return.
  2. In the event of an entire building being closed by action of the Board, the teachers affected by the closing may, in the sole discretion of the Administrator be placed in positions according to seniority, certification and qualifications. Teachers who were displaced by such a closing shall have the first opportunity to return to their original building should that facility be reopened at a later date, and the teacher has the necessary seniority, certification and qualifications. Teachers shall remain on the recall list for three (3) years following layoff.



## **Article XVI - Miscellaneous Provisions**

### **A. Substitutes/Call In**

The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they may call before 6:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

### **B. Compliance with Law**

If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event that the foundation allowance formula is fundamentally altered (as agreed upon by the Association President and Superintendent), Health Care Benefits will be open to negotiations.

### **C. Teachers' Civil Rights**

Nothing contained herein shall be construed to deny or restrict any teacher right he may have under the Michigan Revised School Code. The rights granted to the teachers hereunder shall be deemed to be in addition to those provided elsewhere.

### **D. Instructional Materials**

The Board recognizes the desirability of having up to date textbooks in all areas of the curriculum. Within the framework of this philosophy and the resources available, the Board will provide modern instructional materials.

### **E. Schedule A Provision**

At the beginning of the 2016-2017 school year, the salary matrix will recognize education rail changes as BA, BA+18, BA+30, BA+45, and BA+60.

## Article XVII - Continuing Education Units (CEU'S)

### Advancement Criteria

- A. The programs or activities that will count toward equivalency credit are defined as workshops, seminars, conferences, clinical activities or like-related activities which can be established under one of the above headings. These activities will be accepted as equivalent for salary advancement for all rails beyond the B.A. only insofar as it is limited by restrictions placed on movement to that rail. This shall not be interpreted to relieve any teacher of certification standards required by law. It is understood that equivalency units do not have to be part of any planned program endorsed by or through a college or university.
- B. In order for equivalency credit to count for accumulated credits on the salary schedule, it must be demonstrated that the individual has complied with the SBE guidelines for numbers of minutes:
- 10 contact hours - 1 SB CEU
  - 30 contact hours - 1 semester hour credit
  - 3 SBE-CEU's - 1 semester hour credit
- C. Programs or activities as defined in Section A, will be accepted for unit credit if the program or activity is within the subject area that the individual is currently teaching, within the teacher's major or minor certificated areas, within an area that the teacher has experiences in teaching, or within educationally relevant areas of study such as classroom management, strategies for teaching, problems in education, or curriculum development. The activity must meet the acceptable criteria for State Board of Education continuing education units, and be approved by the local committee.
- D. Incremental amounts between rails shall remain as established in the Master Agreement through negotiations between the Board and the Association.
- C. Approval of acceptable activities for continuing education unit credit shall be made by a joint educational council composed of three (3) bargaining unit members selected by the Association and three (3) administrative representatives of the Board. Application for approval of such activities for continuing education units shall be made on the appropriate form to be developed by the joint educational council and approved by both the Board and the Association.
- D. SB CEU Guidelines
1. SB-CEU Credits will be granted according to the formula cited in Article XIX – Continuing Education Units.
  2. SB-CEU Credits will be granted for programs and activities that are completed after school hours at the expense of the bargaining unit member.

3. SB-CEU credit will be granted for programs and activities that are completed during the school day upon the reimbursement to the district the expense of the program/activity as well as the total expense of the substitute teacher for the time that was covered by the bargaining unit member.

### **Article XVIII - School Improvement**

- A. Staff in buildings making Adequate Yearly Progress, or achievement increases as defined by state and federal mandates, are not required to participate in school improvement planning and implementation outside of the school day.
  
- B. Staff in buildings identified as not making Adequate Yearly Progress, or achievement increases as defined by state and federal mandates, will be required to participate in school improvement planning and implementation. Teachers will be compensated at the Driver's Education Rate for any time outside of the normal school day.

## **Article XIX - Least Restrictive Environment/Medically Fragile**

### **A. Least Restrictive Environment**

#### **1. Directional Statement**

While the parties acknowledge the policy of Least Restrictive Environment is legally mandated, they also recognize the extent to which any individual disabled student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an individual educational planning committee (IEPC) on an individual basis.

#### **2. IEP Team Meeting Participation**

Any bargaining unit member who will be providing instructional or other services to a disabled student in a regular education classroom setting may participate in the individual education planning committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom.

### **B. Medically Fragile Students**

#### **1. Definition**

For the purpose of this article, the term "school health services" shall mean any act or function constituting the "practice of medicine" within the meaning of Section 17001 of the Public Health Code (MCL 333.17001).

#### **2. No bargaining unit member shall be required to provide school health services except in an emergency situation.**

## **Article XX - Board Rights and Responsibilities**

- A. Except as otherwise expressly provided in this Agreement, the Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitutions of the State of Michigan and the United States, and all rights and powers to manage and conduct the activities of the Employer.
- B. The exercise of the foregoing rights, authority, powers and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.
- C. The express inclusion of an affirmative statement or delineation of any specific rights of the Employer anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Employer not so mentioned and hereby retained by the Employer.

**Article XXI - Duration of Agreement**

This agreement shall be effective as of August 1, 2019 at 12:01 a.m. and shall continue in full force and effect until July 31, 2020. By mutual agreement the parties may negotiate articles of this Agreement.

BOARD OF EDUCATION

EDUCATION ASSOCIATION

By: \_\_\_\_\_  
(Its Secretary)

By: \_\_\_\_\_  
(Its President)

By: \_\_\_\_\_  
(Its President)

By: \_\_\_\_\_  
(Its Secretary)

*The parties have negotiated this Agreement in a good faith attempt to comply with PERA. If duly authorized State officials determine that this Agreement is not in conformance with PERA and thus disqualifies the Board from receipt of "best practice" or other funding, the parties agree to commence immediate negotiations with the objective of modifying contract language in such a way that it would enable the Board to receive full state funding.*

**Chesaning Union Schools  
Schedule A  
Teacher Salaries**

2019-2020					
Step	BA	BA + 18	BA+30	BA+45	BA+60
0	35,159	37,005	38,947	40,992	43,144
1	36,917	38,855	40,895	43,042	45,301
2	38,763	40,798	42,939	45,194	47,566
3	40,701	42,838	45,086	47,453	49,945
4	42,736	44,979	47,341	49,826	52,442
5	44,873	47,229	49,708	52,318	55,064
6	47,117	49,590	52,194	54,933	57,817
7	49,472	52,069	54,802	57,680	60,709
8	51,946	54,673	57,543	60,564	63,744
9	54,543	57,406	60,420	63,593	66,931
10	57,270	60,276	63,441	66,772	70,277

- A. Teachers on steps 0-9 who, on their most recent Chesaning Union Schools evaluation, were effective or highly effective will be granted one step beginning with the first pay of the 2019-20 school year.

Teachers on step 10 who, on their most recent Chesaning Union Schools evaluation, were effective or highly effective will be granted one percent of their salary on the first pay of the 2019-20 school year. This payment will be off-schedule.

- B. Additional pay for longevity and education rails will remain in place.

- C. Longevity will be paid to members at the following rates.

15 years	\$1,442
20 years	\$2,523
25 years	\$3,604



**Chesaning Union Schools  
Salary Schedule B**

Formula = ( \_\_\_% of Base) + (Base \* .0025 \* years of experience)

Maximum of **10** years to be used for experience factor and must be in the same sport.

**High School**

Varsity Football	14%
Assistant Varsity Football	10.5%
JV Football/Asst. Varsity	10.5%
Freshman Football	9%
Varsity Basketball	12%
JV Basketball	8%
Freshman Basketball	8%
Wrestling	12%
Assistant Varsity Wrestling	8%
Competitive Cheer	14%
Golf	7%
Cross Country	7%
Varsity Softball	7%
JV Softball	5%
Baseball	7%
JV Baseball	5%
Varsity Volleyball	12%
JV Volleyball	8%
Freshman Volleyball	8%
Track	7%
Assistant Track	5%
Tennis	7%
JV Tennis	5%
Soccer	7%
Strength Coach	7%
Fall Sideline Cheer	7%
JV Fall Sideline Cheer	5%
Winter Sideline Cheer	7%

**\* Middle School**

Football	4.5%
Basketball	4.5%
Wrestling	4.5%
Track	4.5%
Volleyball	4.5%
Competitive Cheer	4.5%
Sideline Cheer	3.0%

Elementary

A \$150 stipend shall be awarded to a bargaining unit member who coaches:

- Boys' 4<sup>th</sup> Grade Basketball
- Girls' 4<sup>th</sup> Grade Basketball

The stipend shall be paid through payroll.

Post Season Play: Each coach will be paid an additional 1% of base for each additional week up to a maximum of 3 weeks beyond the guaranteed schedule. The coaches' pay cannot exceed 3% total – per varsity coach – per season or sport coached AND no coach will receive more than 1% of base per week.

Non-Bargaining Unit Coaches: All coaches who are non-CEA Bargaining Unit members will follow a salary schedule set forth by the Chesaning Union Schools Board of Education.

**Chesaning Union Schools  
Schedule C**

All salaries are figured using BASE pay unless otherwise noted

Senior Class Advisor	3.5%
Junior Class Advisor	3.0%
Sophomore Class Advisor	2.0%
Freshman Class Advisor	2.0%
Forensic Advisor	2.5%
French/Spanish Club	1.5%
Art Club	1.5%
Science Club	1.5%
National Honor Society	1.5%
SADD	1.5%
Key Club	1.5%
Robotics**	4.0%

**Provide a list of activities/projects that each group is involved with during the school year.**

Play Director	4.5%	(Limit of 2 - musicals or 3 act plays)
Asst. Director	70%	of Director's Salary
Play Director - competition circuit	1.5%	

Driver's Ed (Hourly Rate):

\$24.94

	Level 1 0 - 5 Years	Level II 6 or more years
FFA Advisor	5.0%	7.0%
FFA Director	10.0%	12.0%
HS Student Council Advisor	4.5%	5.5%
Yearbook/Publicity Director	7.5%	10.0%
Band Director	12.5%	14.0%
Assistant Band Director	6.0%	8.0%
Choir	2.0%	3.0%

\*\*Not in addition to mandatory grant stipend

## Curriculum Associates

K – 4, 5 - 6, and 7 - 12 in the areas of ELA, Mathematics, Science, Social Studies, K-12 PE/Health, K-12 Special Education, K-12 Fine Arts, K-12 Technology.

Provide 1 released day a month when needed to meet goals identified by administration.

These individuals would be expected to sit on the District School Improvement Team.

Other responsibilities could include: Attend state conferences, assisting administration with planning and leading days for data disaggregation and curriculum development and alignment, assisting administration with identifying best instructional practices, assisting administration with the inventory of instructional materials, and other duties as assigned.

Because of staff numbers, core curriculum areas would receive 3%, all other identified areas, 2%.

## Additional Positions

Additional positions would be negotiated based on final determinations of the Tri Valley Conference and the activities that will be involved in different academic/performance competitions.

