

July 1, 2015 through June 30, 2017

Master Agreement

Between the

Corunna Board of Education

And the

Corunna Education Association

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Corunna Education Association, hereinafter referred to as the “Association” in this Master Agreement, as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 known as the Public Employment Relations Act (PERA), for all K-12 professional personnel, including personnel on tenure and probation, classroom teachers, reading teachers, and teachers of the homebound or hospitalized, but excluding the Superintendent, Assistant Superintendent, Principals, Assistant Principals, Administrative Assistants, Director of Community Education, Vocational Director, Athletic Director and non-k-12 classroom teachers. All K-12 professional personnel serving as classroom teachers for any part of their regular assignments, excepting the above mentioned exclusions, must be considered “teachers” when used hereinafter in this agreement, and shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. Masculine gender shall include feminine.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan Revised School Code.

ARTICLE II

PAYROLL DEDUCTIONS

A. Teachers may sign and deliver to the Board or its agent an assignment authorizing deductions for insurance, annuities and direct deposit, upon such conditions as the teacher and Board of Education shall establish, within sixty (60) days after the beginning of their employment.

ARTICLE III

TEACHER RIGHTS

A. Pursuant to PERA, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes 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 Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of the Association appropriately to invoke the assistance of the Michigan Employment Relation Commission (“MERC”).

C. The Association and its members shall have the right to use a classroom at all reasonable hours for meetings, provided there is no conflict with regular school programs or extra-curricular activities. No teacher shall be prevented from wearing insignia, pins, or other identification of members in the Association, either on or off school premises. Bulletin Boards in the teachers’ lounges shall be made available to the Association and its members.

D. The Board agrees to make available for inspection to the Association all available public information concerning: 1.) annual financial reports and audits; 2.) the financial resources of the district; 3.) register of certificated personnel; 4.) approved budget; 5.) minutes of all board meetings; 6.) treasurer’s reports; 7.) names and addresses of all teachers; and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the

teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

ARTICLE IV

MANAGEMENT RIGHTS

- A. Pursuant to PERA, the Board, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and/or the United States, including, but without limiting, the generality of the foregoing: the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.
- B. Pursuant to PERA, the exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and express terms of this Agreement.

ARTICLE V

PROFESSIONAL QUALIFICATIONS/PROFESSIONAL COMPENSATION

- A. Teachers who are employed by the Corunna Public Schools shall meet all qualificational requirements imposed by Michigan law and the Michigan Department of Education.
- B. The salaries of teachers covered by the Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement.
- C. A teacher shall receive salary on a twenty four pay basis.

ARTICLE VI

TEACHING HOURS

A. Teachers shall report to their assigned building no later than thirty (30) minutes before the first class period begins, and to their teaching stations no less than fifteen (15) minutes before the class period begins. Secondary teachers shall remain at their assigned building at least thirty (30) minutes after the bell sounds dismissing students from school, and at least fifteen (15) minutes in their classroom after the dismissal bell. Elementary teachers may leave their assigned building fifteen (15) minutes after the student dismissal bell. Teachers shall be excused from the fifteen (15) and thirty (30) minute rules after school on those days preceding a day when students will not be in school. Other exceptions to these regulations shall be only with permission of the building principal. Meetings called by the principal or the administration after school shall also excuse a teacher from the fifteen (15) and thirty (30) minute rule.

All teachers are expected to fulfill professional responsibilities before leaving the school building at the end of each school day. This shall include conferences with students, the building administration and scheduled conferences with parents.

B. The Board recognizes teaching as a professional calling and shall not impose unreasonable demands upon a teacher's time, but shall agree that the work week for our teaching staff shall be maintained at a professional level and shall be consistent with the work schedule of a professional.

C. The length of the school day shall be as follows:

HS – 7:30 am to 2:15 pm

MS – 7:40 am to 2:25 pm

NR – 8:30 am to 3:35 pm

EM – 8:40 am to 3:45 pm

D. In no event shall the Board increase the number of hours of duty time for teachers in the secondary school over seven (7) hours and forty-seven (47) minutes per day. This will include at least one (1) instructional planning period.

E. The length of the school year shall be governed by the school calendar, which shall be attached to and incorporated into this Agreement as Schedule B.

ARTICLE VII

TEACHING LOADS AND ASSIGNMENTS

A. CLASS SIZE

1. In grades K-2 every effort will be made to enroll no more than twenty-eight (28) students in each classroom, and in grades 3-5 no more than thirty (30) students in each classroom, within the financial and facility structure of the school district.
2. Special education students who are mainstreamed into general education classrooms for more than one-half (1/2) of their daily academic schedule, as shown on State Department of Education report form DS-4061 (worksheet b-1) shall be counted in the total class load to which they are mainstreamed. Students mainstreamed into general education classes for one-half (1/2) time or less will be counted as one-half (1/2) of a student.
3. In grades 6-12 accreditation regulations as established will be followed in respect to teacher class loads, and every effort will be made to enroll no more than 170 students per teacher, per day for a six (6) period day and 200 students per day for a seven (7) period day, except in the areas of Music, Physical Education, Electives and Exploratory classes, within the financial and facility structure of the school district. The Board will make every effort to equalize secondary class sizes in subject areas.
4. The Board will continue its policy to distribute students as evenly as possible by grade level within each individual elementary building.

B. The Board and Association mutually agree that teachers shall satisfy the State of Michigan and any federal highly qualified teaching standards.

C. Teachers in the middle school will teach six (6) periods per day. Both middle school and high school teachers will have at least one (1) instructional planning period per day. They shall have one half (1/2) block period of planning each day of both semesters or a full block in one semester for planning.

The curriculum (as approved by the Board of Education) will be provided by the administration. No additional time will be required from those teachers out of the Seminar period. Implementation of a developed curriculum will be the responsibility of the teacher. If the Board determines that a 4 x 4 block schedule period is no longer viable or in the best interest of the district, the parties will meet to discuss and agree upon the impact of such a change on members of the bargaining unit.

D. Teachers, with their consent, may be assigned an extra class for a semester or year during their planning period and will be compensated at a rate of 1/6 of their regular base pay.

E. Teachers to be affected by such reassignment shall be made aware of such changes, in writing or by personal contact, as soon as possible.

ARTICLE VIII

TEACHING CONDITIONS

A. The representatives of the Board and the Association shall confer from time to time for the purpose of selecting educational materials and textbooks. All joint decisions made by representatives of the Board and Association shall become the subject of a recommendation to the Board. The recommendation shall be implemented at the time of Board approval.

B. The Board agrees to provide teachers with a duty-free lunch period. The length of the lunch period for elementary teachers shall be thirty-five (35) minutes. Secondary teachers will receive a duty-free lunch period equal to that of the students.

The Board of Education will provide one (1) duty-free recess period for each elementary classroom teacher per day unless the district determines that budgetary limitations (e.g. an operating deficit) will not allow it.

C. Every attempt will be made so that elementary planning time will be equalized at two hundred forty (240) minutes per week. Additional planning time will be available to elementary teachers as long as fine arts and other special programs are offered. Other classes may be used to equalize this planning

time. The classes taught during this preparation period will be determined after consultation with the grade level teachers, specialty teachers and administration.

D. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. However, this provision shall only be subject to the Grievance Procedure, Article XIII, up to and including Step Three the Board Committee. A grievance based on this provision may be submitted to Step Four, Arbitration, only with written agreement by the Board, otherwise the teacher may pursue an alternative venue as selected by the Association.

E. The provisions of this Agreement and the wages, hours, and terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

F. Teachers who are expected to travel among the buildings within the City of Corunna will be allowed no less than fifteen (15) minutes travel time. Teachers who travel between Corunna and Vernon will be guaranteed no less than thirty (30) minutes travel time. This shall be in addition to planning or lunch time.

G. Teachers whose daily teaching assignment requires instruction in three (3) or more buildings with one (1) of the buildings being at Vernon shall be reimbursed for each round trip at the Board policy rate.

ARTICLE IX

VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined as any existing position within the bargaining unit that the district intends to fill.
- B. Any teacher may apply for vacancies, including newly created positions, in any professional position, which may occur in the school district.
- C. The Board declares its support of its present policy of promotion from within its own teaching staff, including promotions to supervisory and executive levels, when, in its sole judgment, it believes such candidate to be the best available for the position.
- D. All applications for filling such bargaining unit vacancies must be submitted in writing to the Superintendent of Schools or Central Office Administrative Assistant.
- E. Bargaining unit members who wish to indicate to the administration their preference for voluntary changes in teaching assignments shall so indicate, in writing, to the Superintendent of Schools, no later than the last teacher work day of each school year.
- F. A request for a transfer may be made at any time, in writing, to the Superintendent of Schools or Central Office Administrative Assistant. The requests shall specify the school, grade, subject/position sought, and certification. Mutual requests for transfer by bargaining unit members wishing to switch positions shall be considered by the Administration.
- G. Any teacher who shall be transferred to a supervisory or executive position and shall return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive position.

ARTICLE X

LEAVE PAY

- A. All salaried teaching personnel shall be allowed sick leave privileges listed hereafter:
1. Full time teachers shall receive thirteen (13) total days of leave each year at the beginning of the school calendar. Three (3) of these days may be used for personal leave. Personal leave shall not be used to extend school vacation days. A teacher shall request personal leave from the building principal at least twenty-four (24) hours in advance.
 2. Credit at the end of the service year with the unused portion of sick leave allowance accumulative to a total of 120 sick days.
 3. Teachers may use their sick leave for their personal illness or to care for a spouse or child (biological or adopted) or other person for whom the teacher is in loco parentis who is ill. Absence from duty for other illness in the immediate family shall be granted for up to five (5) days. Additional days may be granted at the discretion of the Superintendent. Such absence, when granted, will be deducted from accumulated sick leave. Immediate family shall be interpreted as: Father, Stepfather, Mother, Stepmother, Husband, Wife, Child, Stepchild, Brother, Stepbrother, Sister, Stepsister, Grandparents, Grandchild, Father-or Mother-In-Law, Son-In-Law and Daughter-In-Law. If a teacher is on approved extended leave and not available for work, leave days will still be charged even if “act of God” days occur. In any other situation, if there is an “act of God” day the teacher will not be charged for that sick day or personal leave day.
 4. Absence from duty for up to three (3) days with full pay shall be granted after notification has been made in case of death of a Father, Stepfather, Mother, Stepmother, Husband, Wife, Child, Stepchild, Sister, Stepsister, Brother, Stepbrother, Grandparents, Father-In-Law, Mother-In-Law, Grandchild, Brother-In-Law, Sister-In-Law. Two additional days, deducted from sick days, will be approved upon notification to the building administration of the need.
 5. A one (1) day funeral leave will be granted after notification has been made in the case of death of a member of the extended family or a close friend. This day will be deducted from either the teacher’s personal leave days or the accumulated sick leave, at the teacher’s option.
 6. Miscellaneous provisions:
 - a. The Administration reserves the right to require a doctor’s certificate or other evidence of illness.

The Administration may request a doctor’s second opinion from an employee returning from an extended leave. The doctor for the second opinion will be selected by the Administration and will be paid for by the Administration. If the opinions are in conflict, a third opinion will be sought and paid for by the Administration. The doctor for the third opinion will be mutually agreed to. The

employee will be on paid administrative leave beginning on the date of the second opinion request.

- b. The Superintendent shall certify the legitimacy of a claim for compensation for absence.
- c. Before the employee may return to work from the leave of absence, he or she may be required to present to the Administration a physician's statement confirming his or her physical ability to perform all regular and normal duties and functions of his or her position.

B. Pursuant to Section 1235 of the Revised School Code, teachers who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board without compensation.

A teacher, upon return from a sabbatical leave, shall be restored to his former position, or to a position for which he is qualified in seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in Schedule A of this agreement.

C. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

Teachers on military and sabbatical 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.

D. Child Care Leave

Employees may request a leave of absence for childcare reasons and be granted such leave under the following conditions:

1. The employee must request, in writing, a leave of absence at least thirty (30) calendar days prior to the expected date for such leave, and must notify the Board, in writing, at least thirty (30) calendar days before her anticipated date of return. Such leave may begin with less than the thirty (30) calendar days notice, provided the employee's physician provides such request in writing. If the leave extends to the end of the school year, the teacher must inform the Board by April 15th, in writing, of their intention to return to work for the start of the next school year.

2. That no salary or fringe benefits, including, but not limited to, sick leave, hospitalization, disability insurance, etc., be paid or accrued during the leave period.
3. That upon return to work the employee shall be assigned to any position for which he is certified and/or qualified.
4. An extension of leave for one (1) year following delivery for the purpose of childcare shall be granted under the conditions outlined above. The teacher who applies for a childcare leave in a first semester shall be granted said leave for the remainder of the school year or until the end of the first semester of the following school year. If said leave becomes effective during the second semester of the school year, such leave shall consist of the remainder of the school year, and may, at the teacher's request, be extended through the next full school year. In no event will a teacher on childcare leave resume employment other than at the beginning of the school year or at the beginning of the second semester.
5. An extension of leave time for the purpose of childcare beyond the limitations in No. 4 above, and up to five (5) years, may be granted under the following conditions:
 - a. The employee shall request, in writing to the Superintendent, this extension of leave time, stating the number of school years to be absent.
 - b. The employee shall present a written letter of intent to return to work to the Superintendent of Schools before April 15th prior to the next school year.
 - c. The employee shall be assigned to the first vacant position for which she is certified.
 - d. For each occurrence, tenured teachers on approved child care leave can accrue seniority up to one year during that leave.
 - e. Any extension of childcare leave beyond the first year as outlined in #4, above, shall not accrue seniority credit.
6. If this leave is for an FMLA qualifying purpose, the provisions of the FMLA shall be controlling in the event the FMLA conflicts with this article.

E. Association Days

At the beginning of each school year the Association shall be credited with ten (10) days, with pay, to be used by teachers who are officers or agents of the Association. Such uses will be at the discretion of the Association. Unused days will not accumulate for use in succeeding years. The Association agrees to notify the building principal no less than forty-eight (48) hours in advance of taking such leave. The Association agrees to reimburse the Board the cost for substitute teachers needed for teachers using Association days.

Five (5) additional days may be used by the Association under the above conditions, except that a full day's pay for each teacher absent for each day will be reimbursed to the Board by the Association.

All reimbursements will be made to the Board before June 30th of the year during which the Association days were used.

F. General Purpose Leave

A general purpose leave may be granted for a period of up to one (1) year, subject to the recommendation of the Superintendent and approval of the Board. Such leave shall expire on the last day of the current school year. Intent to return to work must be submitted to the Superintendent at least 30 calendar days prior to the end of the leave or by April 15th if the leave continues to the end of the school year. The granting or non-granting of such leave on a request-by-request basis will not be construed to constitute past practice.

Teachers returning from a general purpose leave shall be placed in a teaching position for which they are certified. Upon written application to the Superintendent, an extension of the general purpose leave may be granted by the Board of Education. No salary increment or fringe benefits, including, but not limited to, sick leave, hospitalization, disability insurance, dental insurance, life insurance, etc., will be provided or accrued during the leave period. The employee will accrue seniority during the general purpose leave.

G. The Family and Medical Leave Act of 1993 (F.M.L.A.)

The Family and Medical Leave Act of 1993 (F.M.L.A.) provides that an eligible employee shall be entitled to FMLA leave as provided by Board Policy and that law.

H. Jury Duty/Court Appearance

Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

1. Absence when a teacher is called for jury service provided the teacher compensates the Board in the total amount paid for jury duty.
 2. Court appearance as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed to attend any court proceeding as a witness.
- I. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States.

ARTICLE XI

TEACHER REPRESENTATION

- A. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association, upon request, may accompany the teacher in such review. If the teacher disagrees with any materials placed in their personnel file they may attach a signed, written response/explanation regarding the matter which will be included in their file
- B. Either party shall at all times be entitled to have present a representative of the Association or administrative staff when a teacher is being reprimanded or disciplined for an infraction of discipline or delinquency in professional performance, when that infraction shall become a part of that teacher's personnel file.

ARTICLE XII

PROTECTION OF TEACHERS

- A. The Board continues to recognize its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The teachers recognize their responsibility to continue to give reasonable support and assistance to all administrative policies and decisions made within their scope of authority.

B. Any case of assault upon a teacher in performance of duty shall be reported to the administration. The Board will provide legal counsel, upon request, to advise the teacher of his rights and obligations with respect to such assault, and shall render all reasonable assistance.

C. Time lost by a teacher in connection with any incident mentioned in this article shall not be charged against the teacher if proof of inability to perform professional services from a qualified physician is presented to the administration.

D. Serious parental complaints directed toward a teacher shall be called to the teacher's attention.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the expressed terms of this contract. The following matters shall not be the basis of any grievance filed under the procedure outlined in this article. The termination of services of or failure to re-employ any teacher.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

B. The Association shall designate two (2) representatives per building to handle grievances when requested by the grievant. The Board hereby designates the principal of each building to act as its representative at Level One as hereinafter described, and the Superintendent or his designated representative to act at Level Two as hereinafter described.

C. The term "days" as used herein shall mean days in which school is in session.

D. Written grievances shall contain the following:

1. be signed by the grievant or grievants.
2. be specific.
3. contain a synopsis of the facts giving rise to the alleged violation.
4. cite the section or sub-section of this contract alleged to have been violated.

5. contain the date of the alleged violation.
6. specify the relief requested.

E.

Level One – A teacher and/or the Association, believing him or itself wronged by an alleged violation of the express provisions of this contract, shall, within ten (10) days of its alleged occurrence, orally resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall reduce the grievance to writing and proceed within ten (10) days of said discussion to Level Two.

Level Two – A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One, with the endorsement thereon of the approval or disapproval of the Association. Within ten (10) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative at the option of the grievant, to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building principal in which the grievance arose, and place a copy of same in a permanent file in his office.

If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance, along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled board meeting.

Level Three – Upon proper application as specified in Level Two, the Board shall allow the teacher and his/her Association representative(s) an opportunity to be heard at a meeting with a committee of the Board for which the grievance was scheduled. At the next school board meeting, the Board shall hear the report from their grievance committee, including the committee's recommendation, and vote to render their decision. The Association and the grievant(s) shall be notified in writing within

five (5) days of the Board’s decision. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein, or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Association, shall final determination of the grievance be made by the Board more than ten (10) days after the initial hearing.

A copy of the written decision of the Board shall be forwarded within ten (10) days to the Superintendent for permanent filing, the building principal for the building in which the grievance arose, the grievant and the Secretary of the Association.

Level Four – Individual teachers shall not have the right to process a grievance at Level Four. If the association proceeds to Level Four, they will notify the Superintendent, in writing, of their intentions to proceed within ten (10) days of their notification of the Board’s decision.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.
2. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
 1. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
 2. Powers of the arbitrator are subject to the following limitations:
 - a. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - b. He shall have no power to establish salary scales or to change any salary.
 - c. He shall have no power to change any policy or regulation of the Board not covered by the contract specifically.
 - d. He shall have no power to decide any question that, under this agreement, is within the responsibility of management to decide. In rendering decisions, an

arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interferences with such responsibilities.

- e. He shall have no power to interpret state or federal law.
- f. He shall not hear any grievance previously barred from the scope of the grievance procedure.
- g. He shall have no power to decide any question that, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, the arbitrator shall give due regard to the responsibility of the Board and shall so construe the Agreement in that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.

- 3. After a case on which the arbitrator is powered to rule hereunder has been referred to him, it may not be withdrawn by either party, except by mutual consent.
- 4. If either party disputes the arbitrability of any grievance under the terms of this agreement, the dispute will be settled in arbitration.
- 5. No more than one (1) grievance may be considered by the arbitrator at the same time, except upon expressed written mutual consent, and then only if they are of similar nature.
- 6. The cost of the arbitrator shall be borne by the party which loses, except in the case of a split decision, when it shall be borne equally by the parties. Each party shall assume its own cost for representation, including any expense of witnesses.

F. Where no wage or fringe benefit loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustment and the arbitrator shall have no power to order one.

G. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed initially.

ARTICLE XIV

CURRICULUM STUDY PROVISION

A. The pay for Focus Team Members shall be in accordance with Schedule B of this Master Agreement.

ARTICLE XV

MISCELLANEOUS

A. Teachers shall be informed of a telephone number they must call one (1) hour before the start of work 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. In the event that teachers are requested by the administration to substitute during their planning period, the teacher will be compensated at the maximum rate of pay of the driver education/adult education teachers per class period or equivalent thereof. Elementary teachers who forfeit their planning due to the unavailability of a substitute teacher will be compensated proportionally at the above rate.

B. This Agreement shall supersede any rules, regulations or practices of the Board that shall be contrary to or inconsistent with its terms. This shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. The Board agrees to provide the Association President an electronic version of this agreement and to post a copy of this agreement on the District's Web page.

D. If any provisions of the Agreement or any applications 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.

E. Retirement notification stipend: Any teacher with 20 or more years of service to Corunna Public Schools will receive a \$500.00 stipend for notifying, in writing, that he/she will retire and leave the system by the end of the contract year. This notification must be delivered to the Office of the Superintendent by the end of the last day of the first semester. This stipend shall be paid as a separate check by February 15th of the year retiring.

F. It is contemplated that matters not specifically covered by this agreement, but of common concern to the parties of this Agreement, shall be subject to negotiations between them from time to time during the period of this Agreement, and upon mutual agreement of both parties.

G. At least sixty (60) days prior to expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

ARTICLE XVI

FRINGE BENEFITS

A. The Board agrees to furnish all teachers who are eligible the following insurance protection, and shall make payment of premiums for each employee, provided they have made proper application, to provide insurance protection for the full twelve (12) month period commencing September 1st and ending August 31st.

B. The Board agrees to pay, on behalf of each employee, not more than eighty percent (80%) of the total annual cost of medical benefit plan it offers to the bargaining unit members for a mutually agreed upon health insurance plan.

C. For the duration of the agreement, the District will pay premiums for eligible employees for either of the following plans: (1) MESSA ABC plan or (2) Choices II \$300/\$600, Saver RX, \$20/\$25/\$50 plan in accordance with the following:

1. For MESSA ABC plan, the district will pay no more than 80% of the total annual cost of this plan (80% of the monthly premium and 80% of the “large deductible.”) Starting January 1, 2016, the district will pay its share of the deductible on a monthly basis on the first pay period of each month. Employees who separate from employment, for whom the District has Paid the HSA large deductible covering them for the period through December 2015 will owe the district cost of the payment for the period from September 1, 2015 through December 2015. This amount may be deducted via payroll deduction from any remaining paychecks the employee may have, pursuant to MCL 408.477. If remaining paychecks are not sufficient to cover the cost, the employee shall be liable to, and submit direct payment to the District for any remaining amounts owed.
2. For the Choices II plan, the district will pay no more than 80% of the total annual costs of this plan.

D. The district will pay the premiums for dental, vision, life and long term disability insurances for mutually agreed upon plans at no cost to the employee.

E. The Board has established a “cafeteria plan” in accordance with Section 125 of the Internal Revenue Code. The cafeteria plan shall provide bargaining unit members that decline health insurance benefits a cash option in the amount of one hundred dollars (\$100) per month using the following: 1-13 members will receive one hundred dollars (\$100) per month; 14 or more members will receive two hundred dollars (\$200) per month. The bargaining unit members may utilize the cash option to purchase other benefits agreed upon by the parties, Board approved annuities, and/or additional life insurance.

ARTICLE XVII

SENIORITY

- A. Leaves of absence granted pursuant to this contract shall not constitute an interruption in continuous service to the Corunna Public Schools. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating years of service.
- B. Seniority of tenured teachers within the school system shall be determined by using the following criteria:
1. Professional certification as approved by the Michigan State Department of Education.
 2. Number of consecutive contractual years and/or partial years of service in the Corunna Public Schools.
 3. Number of years of service in Michigan public schools.
- C. Any teacher who acquire tenure shall have seniority from the last date of hire. Probationary teachers shall not have seniority.
- D. The Board of Education shall prepare a seniority list of classification in accordance with the above on or before October 15th of each year.
- E. It shall be the responsibility of the teacher to inform the Board, in writing, of his current address.

ARTICLE XVIII

JOB SHARING

- A. A maximum of ten (10) full-time positions for the purpose of job sharing may be made available:
1. At the discretion of the Board;
 2. Upon recommendation of the Superintendent;
 3. Within the allocated staff positions for the current school year.
 4. These requests must be made, in writing, to the superintendent, by April 15th.
- B. For the purpose of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals, with each assignment being at least half time. In order for a shared

position to be approved, the two (2) individuals must complete an application for such on a form mutually agreed upon by the Board and the Association, or agree to such a position subject to the conditions of this Article.

C. The Board may approve shared positions to a maximum of ten (10) for the current school year, depending upon the following:

1. The teacher parties not filing for unemployment benefits while employed in a shared position of a voluntary nature.
2. When a shared position is terminated, each partner will return to the same status he/she had prior to the shared position. Return to full employment from a leave or from shared-time assignment will be only in accordance with the terms of this Agreement.
3. The ability of the district to create a shared position without re-scheduling a large number of students. In lower elementary positions or in self-contained classrooms shared-time positions may be approved if it can be accommodated without substantial disruption of classes.
5. The teacher partners having attained tenure.
6. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students. In order to accommodate this requirement, individual arrangements will be made with the administration prior to implementation.
7. The Board and the Association shall work closely together on the implementation and evaluation of the shared time program.
8. It is expressly understood that a voluntary pairing shall not occur if such pairing results in the lay-off or involuntary transfer of a full-time teacher in order to create shared-time positions.
9. Job sharing assignments shall terminate at the end of each school year. Notification of intent to continue or terminate the job-sharing position must be made in writing to the Superintendent by April 15th.

D. Shared-time positions will be compensated as follows:

1. Teaching salary will be pro-rated to reflect the fraction of the position shared. The experience and educational step for the teacher will be the same, as he/she would be entitled to if employed on a full-time basis. This step will determine the base salary from which the salary fraction will be computed.
2. Full seniority and rights attendant thereto will accrue to a person in a shared-time position.

3. Fringe benefits, including sick and personal leave, will be pro-rated on an individual basis. Pro-rating shall be based on a fraction of the time worked.
- E. Prior to the end of the school year an evaluation of the job sharing will be conducted.

ARTICLE XIX

PART TIME TEACHERS

- A. A teacher may request a part time teaching position. The Board of Education will consider each request on an individual basis and is not obligated to grant the request.
- B. Teachers who are presently on a part time schedule will be grandfathered until they return to a full time position. These teachers must notify the Board prior to April 15st of their intent to return to full time next year. Without this proper notification, the teacher will remain on part time status.
- C. Part-time teaching salaries, fringe benefits, sick leave and personal leave will be prorated on an individual basis. Pro-rating shall be based on the fraction of the time worked. (2008-2009 employee(s) are grandfathered.)

ARTICLE XX

SALARY SCHEDULE

SCHEDULE A

- A. Experienced teachers hired may be placed on schedule, but in no event are they to be awarded more than ten (10) years experience.
- B. M.A. +30 = \$1,000. A teacher with a Master's Degree plus thirty (30) semester hours shall receive \$1,000 above his/her step on the M.A. schedule, provided that semester hours to be applied to salary credit beyond the Master's Degree are related to the teaching certificate or assigned subject area(s). A transcript showing the thirty (30) additional semester credits must be submitted to the Superintendent prior to the beginning of the school year.

A new wage scale will be implemented for the 2015-16 School Year:

Step	BA 2015-16	MA 2015-16
1	\$36,521	\$38,725
2	\$38,011	\$40,306
3	\$39,837	\$42,484
4	\$41,726	\$44,772
5	\$43,721	\$47,204
6	\$45,784	\$49,740
7	\$48,006	\$52,425
8	\$50,285	\$55,254
9	\$52,681	\$58,231
10	\$55,183	\$61,382
11	\$57,829	\$64,689
12	\$61,793	\$67,895
13	\$65,757	\$71,101

C. 2015-16 Only

Salary Schedule: Zero percent reduction/increase for 2015-2016. No step increases for additional years' experience but will provide "rail" increases for additional education earned beginning September 2015, providing the business office is notified of the change by August 15, 2015.

The following Student Growth/Loss Formula will be used to adjust the off schedule reduction based on number of students (FTEs) as of fall count of 2015. The current 2015-16 budget is based on 1,865 FTE students. If there are more than 1915 FTE students for fewer than 1815, the following will apply"

- 1) By November 1, 2015, take the difference between 1,865 and the actual fall 2015 student FTE count.
- 2) Multiply the difference by the district's Foundation Allowance of \$7,391 per FTE.
- 3) Multiply the result of step #2 by 0.9
- 4) Multiply the result of step #3 by 0.67
- 5) This creates a positive or negative pool of funds for an off schedule adjustment to the teachers' salary schedule. The District will convert the pool to a uniform amount increase or decrease which includes taking the cost of FICA and MPSERS out of the pool. Prior to implementation, the District will meet with the Association to verify and agree upon the amount based on the pool and formula described above and the description below (#6 or #7).

- 6) A positive salary adjustment will be one time lump sum payment no later than December 23, 2015.
- 7) Any reduction in salary will be prorated over the remaining days. The reduction begins with the first pay in January 2016.

D. 2016-17 Only

This is contingent on all indicated salary schedule enhancements less than \$275,000.

1. In order to have a plan in place where we can make student achievement gains tied to our essentials and student achievement plan, the district would like to reward teachers for incremental improvements.
2. The district will determine student results in the following academic areas using standardized testing:
 - a. Reading (M=STEP grades 3-8 – six assessments)
 - b. Writing (M-STEP grades 3-8 – six assessments)
 - c. Math (M-STEP grades 3-8 – six assessments)
 - d. College or Career ready (SAT grade 11) – one assessment that counts as six assessments)
3. The reason we are using reading, writing and math categories is based off our focus in establishing our essentials in last year's curriculum work in those areas.
4. Each of the above areas would bear equal weight. There is a maximum of 24 points in each of the above areas.
5. In order to receive full steps in the 2016-17 school year (or a \$500 stipend for teachers at the top of the scale) a minimum of 86 points out of 96 points possible would need to be earned. In order to receive a ½ step (or a \$450 stipend for teachers at the top of the scale), a minimum of 77 points would need to be earned. In order to receive a \$400 stipend, a minimum of 70 points would need to be achieved.
6. Points will be earned based on the following student improvement formula (% increases will use standard rounding) using the 2014-15 as a baseline:
 - a. Any category where 85% of our students are proficient will receive 4 points

- b. An increase of 7 percentage points (or more) in any category would be worth 4 points
 - c. An increase of 6 percentage points (but less than 7 percentage points) in any category would be worth 3 points
 - d. An increase of 5 percentage points (but less than 6 percentage points) in any category would be worth 2 points
 - e. An increase of 4 percentage points (but less than 5 percentage points) in any category would be worth 1 point
 - f. Anything less than 4 percentage points increase in any category would not receive any points
7. Bonus points can be awarded in the following manner: $\frac{1}{2}$ bonus point in the 36 possible areas (18 points) can be obtained by having 85% of students earn 80% or better on an end-of-year essentials assessment developed in consultation by administration and an appointed teacher representative based on teacher-created grade level (or department) essentials. $\frac{1}{4}$ bonus points in the 36 possible areas (9 points) can be obtained by having 80% of students earn 80% or better on that end-of-year essentials assessment.
- a. K-8 reading, writing and math (30 categories)
 - b. Eng. I, II & III (3 categories)
 - c. Alg. I & II & Geometry (3 categories)

Teachers will score those assessments, along with an administrator(s) or an administrative appointed person(s) to ensure validity. Year-end assessments will not be made available to teachers until the day of the assessment and will follow the same testing protocol and accessibility as state assessments. Sample assessments will be provided for practice purposes as they are developed.

For classes where high school credit is obtained, these assessments will be the final exam.

The parties agree to meet and confer over necessary adjustments/discrepancies and figures.

E. Longevity shall be defined as the number of years teaching in the Corunna Public Schools system (including annexed districts).

F. Effective with the 1988-89 school year a teacher with twenty (20) to twenty-nine (29) years of teaching experience (as defined in Paragraph A above) shall receive \$750 over their step on the salary schedule. This payment shall begin after the twentieth (20th) year and continue until the end of the

twenty-ninth (29th) year. At the beginning of a teacher's thirtieth (30th) year (as defined in Paragraph A above), he/she shall receive \$1,500 above their step on the salary schedule, and continue every year thereafter.

G. All extended year contracts will have amounts pro-rated prior to the awarding of the longevity amount.

H. Teachers with more than one-half (1/2) teaching assignment will receive the full amount of longevity. Teachers with one-half (1/2) or less of a teaching assignment will receive one-half (1/2) of the longevity amount.

I. Pursuant to Public Act 244 of 1974, the Board shall pay on behalf of each teacher the employer's contribution to the Michigan Public School Employees Retirement System.

J. A maximum of not to exceed three (3) years of military service shall be awarded as teaching experience, provided a minimum of one (1) full year of teaching in an accredited school, college or university preceded such military service.

K. When considering fractional parts of a year in the determination of allowable experience, one-half (1/2) or more of one (1) given year taught will be counted as one (1) year.

L. In addition to the scheduled salary will be the following extra pay to compensate for extra time after school hours, over and above the additional assignments and the responsibilities that all teachers normally have. Percentages will be based on the individual teacher's base salary.

M. Under "Other Assignments" the percentage applies to the entire department and not the individual teachers within that department. The total percentage named and allowed may be applied to one (1) staff member, or may be divided between staff members within that department at the discretion of the administration.

N. One (1) conference/clinic per year will be provided to each sport on the schedule above, at the discretion of the Athletic Director, at a cost not to exceed \$150.00 per conference/clinic. The athletic director may approve additional funding for conferences at his discretion.

O. For special teachers working on a summer contractual basis, pay will be pro-rated according to the number of days worked. Teachers contracted to teach beyond contract days shall not be under contract for more than 240 days per year.

ARTICLE XXI

Calendar:

2015-2016 School Calendar

Monday, August 31	Professional Development Day
Tuesday, September 1	Professional Development Day
Wednesday, September 2	Professional Development Day
Thursday, September 3	Flexible Teachers' Workday
Friday, September 4	Flexible Teachers' Workday
Tuesday, September 8	First day of school (1/2 day for kindergarten students)
Thursday, October 1	Professional Development Day (No School)
Wednesday, October 14	Early Release/Professional Day
Wednesday, Nov. 25-27	No School – Thanksgiving Break
Monday, December 21	Christmas Break Begins
Monday, January 4	School resumes from Christmas Break
Monday, January 18	No School (optional workday) Tentative
Friday, February 12- Monday, February 15	No School – President's Day Weekend
Wednesday, March 9	Early Release/Professional Day
Friday, March 25	No School-Good Friday
Monday, April 4	Spring Break begins – No School
Monday, April 11	School resumes from Spring Break

Monday, May 30 No School – Memorial Day

Wednesday, June 15 *Tentative Last Day of School (Half day for students)

*Provided the State of Michigan Department of Education’s required days and clock hours of instruction have been met (inclement weather or other canceled days will be taken into consideration).

The Calendar may be changed by mutual agreement

ARTICLE XII

DURATION

This agreement shall become effective on July 1, 2015 and shall expire on June 30, 2017.

SCHEDULE B

The Parties agree that coaches who have coached an entire contract season shall acquire status in the four (4) enumerated categories (Fall sports, winter sports, spring sports and middle school).

Two additional coaching positions are added beginning 2015-16: girls cross country (7%), and middle school drama coach (4% for one coach).

“Other assignments” follow the same wage schedule and accrualment of years of service, but are not linked to years of coaching service.

A status coach shall advance on the salary schedule for each year of full service. For example, if a head football coach has five years status and then serves as a soccer coach, that coach shall have salary schedule placement year at six.

The superintendent has the ability to determine pay step based on relevant experience.

<u>Years</u>	<u>Coaching</u>
1	\$36,000
2	\$37,800
3	\$39,600
4	\$41,400
5	\$43,200
6	\$45,000
7	\$46,800
8	\$48,600
9	\$50,400
10	\$52,200
11	\$54,000
12	\$55,800
13	\$57,600
14	\$59,400
15	\$61,200
16	\$63,000
17	\$64,800
18	\$66,600
19	\$68,400
20	\$70,200

***This agreement is subject to correction of any clerical errors.

SCHEDULE B

FALL SPORTS

1. Head Football Coach	11%
2. Asst. Football Coach	7%
3. JV Football Coach	7%
4. Fresh Football Coach	7%
5. V/JV Cross Country Coach	7%
6. Asst Cross Country Coach	4%
7. Varsity Soccer Coach	7%
8. JV Soccer Coach	5%
9. V/JV Tennis Coach Girls (Should be boys)	7%
10. Asst Tennis Coach Girls (Should be boys)	5%
11. V Cheer Coach – Fall	5%
12. JV Cheer Coach – Fall	3%
13. V Swimming Coach Girls	9%
14. JV Swimming Coach Girls	6%
15. V Golf Coach – Girls	7%
16. V Volleyball Coach	10%
17. JV Volleyball Coach	7%
18. Fresh Volleyball Coach	6%

WINTER SPORTS

1. V Basketball Coach Boys	10%
2. JV Basketball Coach Boys	7%
3. Fresh Basketball Coach Boys	6%
4. V/JV Bowling Boys	3%
5. V/JV Swimming Coach Boys	9%
6. Asst Swimming Coach Boys	6%
7. Varsity Wrestling Coach	10%
8. JV Wrestling Coach	7%
9. V Basketball Coach Girls	10%
10. JV Basketball Coach Girls	7%
11. FR Basketball Coach Girls	6%
12. V/JV Bowling Girls	3%
13. V Pom-Pom Coach	3%
14. Competitive Cheer Coach	5%
15. JV Cheer Coach	3%

SPRING SPORTS

1. V/JV Golf Coach Boys	7%
2. V/JV Track Coach Boys	8%
3. Asst Track Coach	6%
4. V Baseball Coach	8%
5. JV Baseball Coach	6%
6. V/JV Tennis Coach Girls	7%
7. Asst Tennis Coach Girls	5%
8. V/JV Track Coach Girls	8%
9. Asst Track Coach Girls	6%
10. V Softball Coach	8%
11. JV Softball Coach	6%
12. V Soccer Coach Girls	7%
13. JV Soccer Coach Girls	5%
14. V Golf Coach Boys	7%

MIDDLE SCHOOL

1. 7 th Grade Football	5%
2. 8 th Grade Football	5%
3. 7 th Grade Basketball Girls	5%
4. 8 th Grade Basketball Girls	5%
5. MS Cheer-Fall	2%
6. MS Cheer-Winter	2%
7. MS Cross Country Coach	4%
8. MS Wrestling Coach	5%
9. 7 th Grade Basketball Boys	5%
10. 8 th Grade Basketball Boys	5%
11. MS Swimming Coach	5%
12. MS Asst Swimming Coach	5%
13. 7 th Grade Volleyball	5%
14. 8 th Grade Volleyball	5%
15. MS Track Boys	5%
16. MS Track Girls	5%
17. MS Asst Track	5%

OTHER ASSIGNMENTS

1. Head Band Director	10%
2. MS Band Director	6%
3. Elementary Vocal Music	3%
4. Secondary Vocal Music	
a. HS	3%
b. MS	1%
5. MS Cheerleading Dept	4%
6. HS Annual	4%
a. (If not offered as a class)	
7. MS Annual	2.5%
a. (If not offered as a class)	
8. Odyssey of the Mind (per team)	2%
9. HS Quiz Bowl	2%
10. MS Quiz Bowl	2%
11. Drama	
a. Fall (1) Coach	4%
b. Winter (2) Coaches	4% each
12. FOCUS Team	\$1000.00 annual stipend
13. Master Mentor Teacher	
a. Year 1	\$700.00
b. Succeeding Years	\$250.00
14. Driver's Education	
c. If offered	\$ 25.00/hour
15. National Honor Society	3%
16. HS Student Council	3%
17. FFA Asst and MS	\$4,000.00
18. Leader Den	\$300.00 per building MS/EM/LP/NR

Corunna Public Wage Schedule for 2015-16 and 2016-17.

The wage scale for 2016-17 is also listed below and is the same scale for 2014-15 and 2015-16. In 2016-17, the only way the wage scale changes is if there is an increase in student performance. (See actual wording in the tentative agreement sheet.)


A new wage scale will be implemented for the 2015-16 School Year:

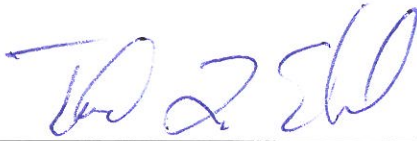
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4	\$41,726	\$44,772
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6	\$45,784	\$49,740
7	\$48,006	\$52,425
8	\$50,285	\$55,254
9	\$52,681	\$58,231
10	\$55,183	\$61,382
11	\$57,829	\$64,689
12	\$61,793	\$67,895
13	\$65,757	\$71,101

**Letter of Agreement
by and between
The Corunna Education Association
and
Corunna Board of Education**

This agreement shall be effective as of July 1, 2015 through June 30, 2017.

By  1/7/16
President of Corunna Education Association, Camron Nellis Date

By  1-11-16
Superintendent of Corunna Public Schools, Dave Moore Date

By  1/11/16
President Board of Education, Tod Ehl Date