# \_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, for all K-12 professional personnel, including personnel on tenure and probation, classroom teachers, full-time substitute 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 (See Letter of Agreement). 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 General School Laws.

## **ARTICLE II**

# FINANCIAL RESPONSIBILITIES AND PAYROLL DEDUCTIONS

- A. Teachers may sign and deliver to the Board or its agent an assignment authorizing deductions for political action contributions (N.E.A. M.E.A.PAC), insurance, annuities and teacher credit union, upon such conditions as the teacher and Board of Education shall establish, within sixty (60) days after the beginning of their employment.
- B. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the Association/Union, or (2) pay a Service Fee to the Association pursuant to the Association's "Policy Regarding Objectives to Political-Ideological Expenditures" and the Administrative Procedures adopted

pursuant to that policy. The service fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. <a href="Pursuant to Chicago Teachers Union v Hudson">Pursuant to Chicago Teachers Union v Hudson</a>, 106 S ct 1006 (1986), the union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members.

- C. In the event that a teacher shall not pay such service fee directly to the Association or authorize payment through payroll deduction as provided in the preceding article, the Association, by virtue of this Agreement, shall be entitled to pursue legal remedies in court against those teachers who are in non-compliance with regards to the dues and/or service fee provision of this contract, and such teachers' membership contract with the Association.
- D. The Board agrees to deduct from the salaries of teachers dues for the Shiawassee County Education Association, the Michigan Education and the National Education Associations, or a non-member's service fee when voluntarily authorized in writing to the Board of Education and the Association by each teacher desirous of having such dues deducted.
- E. Regular dues or service fees for any or all of the above stated organizations shall be deducted together, as one deduction, in ten (10) equal monthly installments.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with the required information may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.

F. Authorizations for deductions filed with the Superintendent on or before the tenth day following the first day of school each year shall become effective with the first scheduled deduction of the coming

school year. Authorization for deductions filed after the aforementioned date shall be deducted from the first bi-weekly paycheck of the second semester.

- G. Any bargaining unit member, who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing, signed by the teacher, and filed with the Superintendent and the Treasurer of the Association.
- H. The Association shall, on or before the first day of each school year, give written notification to the Superintendent of the amount of its dues and those of the M.E.A. and N.E.A.
- I. For the purpose of this article, the term "school year" shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the spring.
- J. Dues deductions shall be transmitted by the Superintendent to the Association Treasurer within five (5) days after such deductions are made. The Association shall be responsible for disbursements of M.E.A. and N.E.A. dues paid to it to the treasurers of those organizations.
- K. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from all claims of excessive deductions.
- L. Any dispute between the Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- M. The Association will save the Board harmless from any and all costs, including witnesses and attorney fees or other incidental cost of prosecution or defense, or any liability resulting from the

prosecution or defense of any action claimed or otherwise, to which the Board of Education may be liable by virtue of enforcing the provisions of this Article.

#### ARTICLE III

## **TEACHER RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board herby 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 cover 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 Act 379 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 its employees appropriately to invoke the assistance of the State Labor Mediation Board.
- 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 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 Act 379 of the Public Acts of 1965, 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 Act 379 of the Public Acts of 1965, 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 have a minimum of a bachelor's degree from an accredited college or university and a provisional or continuing certificate.

The employment of teachers without a degree and/or certification is to be permitted only in cases of absolute necessity when no qualified applicants, as determined by the Board of Education, are available. The Association shall be notified in each instance.

The employment of certified and non-certified teachers shall be governed by the Administrative Rules Governing the Certification of Michigan Teachers.

B. The salaries of teachers covered by the Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect for the duration of this agreement.

C. Teachers shall receive their paycheck every other Friday. At the beginning of the school year, a teacher shall elect in writing to receive his/her salary on a twenty-one (21) or twenty-six (26) 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:

Corunna High School (7:35 a.m. to 2:19 p.m.)

Corunna Middle School (7:45 a.m. to 2:29)

EM/LP/NR (8:40 a.m. to 3:44 p.m.)

A.M. K (8:40 a.m. to 11:54 p.m.)

P.M. K (12:30 p.m. to 3:44 p.m.)

- D. The above times can be changed after consultation between both parties.
- E. 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.
- F. 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, 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. All teachers, except substitute teachers, shall be assigned within the scope of their teaching certificates. Senior high school teachers shall be assigned within their major or minor fields of study, unless otherwise agreed to by the individual. 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. All high school teachers will teach on a 4 x 4 block period schedule. They shall have one entire block period for planning each day. Teachers shall also teach a Seminar period. This Seminar does not constitute an additional preparation period for high school teachers. The curriculum (as approved by the Board of Education at 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 agreed upon 4 x 4 block schedule is no longer used, language shall return to that of the 2005-2007 Master Agreement as grieved and settled.
- D. Teachers may be assigned an extra class load for a semester or year during their regular planning period with the consent of the teacher, and will be reimbursed at the rate of one-fifth (1/5) of their regular base salary for said assignment and 1/7 (modify to 1/6) of their regular base salary for middle school teachers for said assignment. (Possibly grandfather in this year and make the change to next time situation occurs...)
- E. Teachers who are affected by a change in grade and/or building assignment in the elementary or by changes in subject and/or building in the secondary will be notified and consulted by their principals concerning tentative assignment no later than last day of school. Affected teachers will be notified and consulted before releasing schedule(s). Effort will be made to avoid reassigning teachers to different grade levels and subject fields and/or building changes after the last day of school.

Teachers to be affected by 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.

- 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.
- 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. Teacher Aides will be hired by the Board of Education for each elementary school in a ratio of one
  (1) hour per seventy-five (75) students. Priority will be given to provide maximum aide time to Kindergarten classrooms. The remainder of the aide time will be subject to assignment by the building principal after conferring with teaching staff.

- G. All kindergarten teachers with two (2) class sections will be provided with two (2) release days in the fall and one (1) release day in the spring for the purpose of parent-teacher conferences. Kindergarten teachers with one (1) class section will be provided with one (1) release day in the fall and one (1) release day in the spring for the purpose of parent-teacher conferences.
- H. 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.
- I. 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 is not filled by a bargaining unit member after all appropriate adjustments within the bargaining unit have been made by the Administration. These adjustments shall include on a priority basis:
  - 1.) Members on lay-off;
  - 2.) Grandfathered part-time members and;
- 3.) Involuntarily transferred teachers as defined in paragraph G below.

  In the event there are no teachers in line for the above adjustments or any new bargaining unit positions created by the Board, or those positions vacated for any reason will be posted in accordance with Section B of this Article.
- B. Any teacher may apply for vacancies, including newly created positions, in any professional position, which may occur in the school district. All professional vacancies will be posted by the Board in the teacher's lounge and general office of each building in the district at least ten (10) school days prior to filling positions. A copy of each notice of vacancies will be mailed to the local Association president at the time

the postings are made. The Board will notify teachers who have been officially laid off at least ten (10)

school days prior to filling professional vacancies.

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. Said positions shall be filled by the

Board, giving weight to qualifications and length of service in the Corunna Public Schools. If qualifications

are equal, as determined by the Board of Education, teachers with the greatest seniority will be given

preference.

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. Said positions shall be filled by the Board using the following priorities: 1.)

qualifications as determined by the Board; 2.) years of service to Corunna Public Schools.

G. Unrequested involuntary transfers of teachers are to minimized and avoided whenever possible by

the Administration.

Involuntary transfers shall be defined as a significant change in teaching assignment. A significant

change shall be defined as a transfer involving a ½ (or more) time assignment in one of the following levels

to a teaching position at another level. These levels are as follows:

Lower Elementary

(Kdg.through 2) (Grades 3-5)

Upper Elementary

Middle School

**High School** 

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In the event it becomes necessary to involuntarily transfer staff, qualified volunteers, as determined by the Board of Education will be given first consideration when a vacancy exists. Staff affected by an involuntary transfer shall retain the right, on a one (1) time basis, to return to their former position or a similar position within their certification as a vacancy occurs, unless:

- 1. The vacancy is involved in a staff reduction.
- 2. A gualified and certified teacher is not available.
- H. 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. Absence from duty for 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 Board of Education reserves the right to require a doctor's certificate or other evidence of illness.

The Board of Education 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 Board of Education and will be paid for by the Board of Education. If the opinions are in conflict, a third opinion will be sought and paid for by the Board of Education. 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 Board 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 572 of the School Code of 1955, 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. <u>Child Care Leave</u>

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 his anticipated date of return. Such leave may begin with less than the thirty (30) 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 15, 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 15<sup>th</sup> prior to the next school year.
  - c. The employee shall be assigned to the first vacant position for which he 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. Failure to return to work as set forth herein, or failure to follow the above requirements and responsibilities shall mean that his employment shall be terminated.

## E. Official Leave

Upon written application to the Superintendent at least sixty (60) days prior to the expected date for such leave, a teacher shall be granted a leave of absence up to two (2) years to assume a State or National office in the Michigan Educational Association or the National Educational Association. No salary or fringe benefits, including, but not limited to, sick leave, hospitalization, disability insurance, etc., shall be paid or accrued during the leave period. Upon return to work, the teacher shall be assigned to any position for which he is certified and/or qualified. The teacher granted such leave shall notify the Board of his intent to return to work in the Corunna Schools no later than April 15<sup>th</sup> preceding the school year of return.

## F. 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 30<sup>th</sup> of the year during which the Association days were used.

## G. <u>General Purpose Leave</u>

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 days prior to the end of the leave or by April 15<sup>th</sup> 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.

# H. <u>Professional Development Days</u>

Six (6) days will be granted to the Association for the purpose of attendance at professional development conferences.

Up to two (2) conferences per year for each department or grade level will be granted upon request and under the following conditions:

- 1. The request must be in writing to the teachers' immediate supervisor at least ten (10) days in advance of the absence.
- 2. The cost of the substitute will be paid by the Board.
- 3. Conference expenses for actual cost of transportation, meals (limit of \$22.00 per day), lodging and registration will be paid by the Board. The total expenses to be paid by the Board shall not exceed \$250.00 per conference. A detailed expense sheet must be submitted to the Superintendent within seven (7) days of the absence.
- 4. The teacher will provide a report if requested by the Administration.
- 5. The representative may be expected to share his or her experience with other groups.
- 6. Additional conferences may be granted, at the discretion of the Superintendent, to those teachers who choose to pay for their own conference expenses.
- 7. Any conference funded by an outside source will not be included in the above limitation.

# I. 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 a total of 12 workweeks of leave during any 12 month period for one or more of the following:

 Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

- Because of the placement of a son or a daughter with the employee for adoption or foster care.
- In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent of the employee has a serious health condition.
- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
- To qualify for FMLA benefits, the employee must work for compensation for a total of 1250 hours in the prior 12 months.

For a serious health condition, an eligible employee may elect, or the Board may require the employee, to substitute any of the accrued paid personal leave or sick leave of the employee for leave.

Leaves of absence, up to a maximum of twelve work weeks as provided by the F.M.L.A., without pay will be granted by the Board upon application for a serious health condition of the employee, of a spouse, son, daughter or parent.

Where paid leave is used by the employee, the employer is required to provide only enough combined paid and unpaid leave to total twelve workweeks.

During this twelve-workweek absence, the employee will be entitled to Board paid insurance protection.

"Parent" means the biological parent or an individual who stood in loca parentis to an employee.

The term "son or daughter" is defined as biological, adopted or foster child, a stepchild, legal ward, or a child of a person standing in loco parentis.

"Serious Health Condition" means an injury, illness, impairment, of physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or, continuing treatment by a health care provider.

All provisions and procedures contained within this article will conform to the statutory requirements provided under the F.M.L.A.

# ARTICLE XI

# **TEACHER EVALUATION**

- 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.
- B. All evaluation of the work performance of a teacher shall be conducted by the teacher's building principal, assistant principal or other full-time administrator assigned by the Superintendent. The CTE Director may evaluate bargaining unit members teaching pre-vocational and vocational classes and the Athletic Director may evaluate coaches in their coaching duties. All evaluations shall continue to be conducted openly and with full knowledge of the teacher.
- C. If a written evaluation is to be placed in the teacher's personnel file, one written copy of the evaluation shall be submitted to the teacher within fifteen (15) days after the last observation upon which the last observation for that evaluation is dated. At least one (1) copy shall be signed by the teacher and the observer, to be placed in the personnel file. One (1) copy may be retained by the teacher. This change was made to meet the tenure act requirements.
- D. 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.
- E. No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges or other actions of a disciplinary nature) without just cause.
- F. If a teacher objects to an evaluation or feels it is incomplete as conducted according to Section B, or objects to a reprimand as conducted in Section D, he may put his objections in writing and have them attached to the evaluation or reprimand that is to be put in his 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.
  - 1. The termination of services of or failure to re-employ any probationary teacher.
  - 2. The termination of services of or failure to re-employ any teacher to a position on the extracurricular schedule.

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 as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants.
  - 2. It shall be specific.
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - 4. It shall cite the section or sub-section of this contract alleged to have been violated.
  - 5. It shall contain the date of the alleged violation.
  - 6. It shall specify the relief requested.

Ε.

<u>Level One</u> – A teacher and/or the Association, believing himself 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.

<u>Level Four</u> – 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.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. If either party disputes the arbitrability of any grievance under the terms of this agreement, the dispute will be settled in arbitration.
- 7. 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.
- 8. 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 purpose of the K-12 Curriculum Council, composed of the department chairpersons, will be to share responsibility with the administration for the development of a sequential K-12 curriculum and the planning and implementation of staff training programs to support the curriculum work of Corunna Public Schools. The Curriculum Council will be chaired by the Superintendent or the Superintendent's designee.

  All district administrators are to be active members of the District Curriculum Council.
- B. Curriculum Chairperson positions will be as follows:

<u>Department</u>	<u>Elementary</u>	Middle School	<b>High School</b>	K-12Combined
Early Childhood	1			
Reading	1			
Language Arts	1	1	1	
Math	1	1	1	
Science	1	1	1	
Social Studies	1	1	1	
Physical Education				1
Library				1
Special Education	1(K-5)		1(6-1	.2)
Fine Arts				1
Career/Technology Edu	ucation			1
<b>Business Education</b>				1
Guidance/Counseling				1

Elementary grade level chairs, with the exception of special education, will be selected based on the need to cover each core subject area and to provide chair representation to each grade level. This is done to insure K-12 subject area articulation and individual grade level communication.

An elementary representative should be part of the fine arts, physical education and career/technology department meetings. This would not be a stipend position, but would provide communication K-12 in these areas and provide elementary perspective for department planning.

- C. All teachers are required to attend all department and grade level meetings unless excused in advance by the building principal. All athletic and other practices shall be pre-empted by these meetings.
- D. Qualifications

- 1. Minimum of two (2) years teaching experience within subject area or grade level, and one (1) year within the district.
- 2. Exhibit leadership abilities.
- 3. Willingness and interest in accepting the responsibilities of department/grade level chairperson.

# E. <u>Selection and Evaluation</u>

- 1. Post the position every two (2) years, with a deadline for application.
- 2. Selection will be made from the applications by the administrative committee.
- 3. If no application is received by the deadline and a willing person cannot be secured, then two (2) similar departments or grade levels will be combined. Administrative committee decides which department/grade levels are to be combined.
- 4. Must serve a minimum term of two (2) years.
- 5. Evaluated by an administrative committee.

# F. Responsibilities of Department/Grade Level Chairperson

- 1. Initiate and conduct department/grade level meetings.
- 2. Provide minutes to the administrative committee.
- 3. Disseminate information from curriculum council to department/grade level meetings.
- 4. Present ideas to curriculum council from department/grade level meetings.
- 5. Inform department/grade level members of available workshops and conferences.
- 6. Provide time during department/grade level meetings for conference follow-up.
- 7. Initiate textbook search and review.
- 8. Oversee setting of department/grade level goals and their implementation.
- 9. Set a time-line for research goals and periodically evaluate the progress.
- 10. Make a special effort to orient new teachers to department/grade level.
- 11. Serve on committees working to provide K-12 curriculum evaluation.
- 12. Supervise an on-going program of the curriculum study cycle.

- 13. Assist in coordination of curriculum between elementary, middle and high school.
- 14. Be a member of a sub-committee on curriculum council.
- 15. Conduct himself/herself in a professional manner commensurate with his/her position, and project a good public image of the school district in dealing with the community and employee groups.
- 16. Be available to sit on building school improvement team to provide communication and coordinated planning between the building school improvement team and the curriculum council.
- 17. Help plan and lead staff training activities.
- G. The pay for department heads and grade level chairpersons shall be in accordance with Schedule B of this Master Agreement.

#### **ARTICLE XV**

## **MISCELLANEOUS**

- A. The Board agrees at all times to maintain an adequate list of substitute teachers. 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. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Board reserves the right to take such action as permitted by law in accordance with Board policy when the action of the Association is deemed insufficient in the case of a severe breach of the Code of Ethics.

- C. 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.
- D. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- E. 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.
- F. 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 15<sup>th</sup> of the year retiring.
- G. 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. The parties agree to establish a contract maintenance committee composed of representatives of the Board of Education and the Association. This committee will meet during the month of October and the month of February, and other times mutually agreed to. The chairperson of each committee agrees to furnish to the other committee a list of concerns to be discussed. This will be done at least five (5) days prior to the scheduled meeting of the committee. Any decision agreed to by this committee is subject to ratification by both the Board of Education and the Association.

H. 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. Pursuant to authority as set forth in Section 617 of the School Code of 1955, as amended, 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 1<sup>st</sup> and ending August 31<sup>st</sup>.
- B. The employer agrees to pay, on behalf of each employee, the entire premium cost of MESSA PAK (Plan C) for a full twelve-month period for the employee and their eligible dependents. This PAK shall include: MESSA Choices II Program, long-term disability (66.67% of salary with a \$5,000 max.), Delta Dental Plan (75/50/75:\$1,000 annual max.), \$50,000 Life Insurance AD & D, and Vision Plan(VSP 2).

Bargaining unit members, not electing MESSA-PAK Plan C, will select MESSA-PAK Plan B (shall include LTD, Dental, Life and Vision). The Board shall establish a "cafeteria plan" in accordance with Section 125 of the Internal Revenue Code. The cafeteria plan shall provide bargaining unit members who do not elect MESSA-PAK Plan C with a cash option in the amount of one hundred dollars (\$100) per month. The bargaining unit members may utilize the cash option to purchase other benefits, such as MESSA/MEFSA options, Board approved annuities and/or additional life insurance.

C. In the event the employee is absent because of illness or disability as certified by a licensed physician, and has exhausted sick leave accrued, the above-mentioned fringe benefits shall continue throughout the balance of the school year.

#### **ARTICLE XVII**

## **STAFF REDUCTION**

# A. <u>Seniority</u>

New teachers hired into the Corunna Public Schools shall be considered as probationary employees as prescribed by the Tenure Act.

- B. 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, but shall serve to reduce the probationary period in accordance with the provisions of the Tenure Act.
- C. 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.
  - 4. If the above three (3) provisions are exhausted, the administration shall determine the order of lay-off.
- D. Any teacher who is granted tenure shall have seniority from the last date of hire. Probationary teachers shall not have seniority.
- E. The Board of Education shall prepare a seniority list of classification in accordance with the above on or before October 15 of each year.

# F. <u>Lay-Off</u>

Necessary reduction of personnel. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that, in some instances, it may be economically necessary to reduce the educational program, and curriculum, and shall, when funds are not available, here-by agree as follows:

1. It is hereby specifically recognized that it is within the "sole discretion" of the Board of Education to reduce the educational program and curriculum.

- 2. Layoff criteria that will be evaluated by the board will include the following (these are listed in no particular order):
- Years of service to the Corunna Public Schools within the bargaining unit
- Certifications and qualifications
- Educational programming as determined by the Corunna Public Schools Board of Education
  - 3. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
    - a. Probationary teachers will be laid off first where any teacher who has acquired seniority and whose position has been curtailed is certified and qualified to perform the services of the probationary teacher.
    - b. In the event seniority teachers must be laid off, lay-off will be on the basis of seniority as established hereinbefore within classification. The Association shall have the right to review the lay-off list prior to notification of the individuals to be laid off. In the event of a dispute concerning the lay-off list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.
    - c. Teachers who are laid off during a contract year shall be considered as having completed the contract year for purpose of placement on the salary schedule if employed for more than one-half of the school year, otherwise such teachers shall remain on the same salary step.

# G. <u>Recall</u>

Seniority teachers shall be recalled to employment in inverse order of lay-off for new positions opened as determined by the program as offered by the Board, for which they are certified and qualified.

- H. Employees who are notified by certified mail of recall and fail to respond within five (5) days, or who fail to report for duty within fifteen (15) days of recall notice, shall be considered as resigned.
- I. 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.

- 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. These requests must be made, in writing, to the Superintendent, by April 15.
- 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.
  - 4. The teacher partners having attained tenure.
  - 5. 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.
  - 6. The Board and the Association shall work closely together on the implementation and evaluation of the shared time program.
  - 7. 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.
  - 8. 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 15.
- D. Shared-time positions will be compensated as follows:
  - 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 tenured teacher in a part time position will remain on a part time schedule until such time as a full time position becomes available for which the teacher is certified and qualified.
- B. 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.
- C. 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 15 of their intent to return to full time next year. Without this proper notification, the teacher will remain on part time status.
- D. 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.)

#### **SALARY SCHEDULE**

## **SCHEDULE A**

Experienced teachers hired may be placed on schedule, but in no event are they to be awarded more than ten (10) years experience.

# **Military Leave**

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.

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.

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.

2008-2009 School Year (Revised 3/3/09)

FALL SE	<u>PORTS</u>		9.	Boys Head Golf Coach	7%
			10.	Boys Head Track Coach	8%
1.	Head Cross Country Coach 7%			Boys Assistant Track Coach	5%
2.	Assistant Cross Country Coach	4%	11.	M.S. Track Coach	5%
3.	Middle School Cross Country 4%		12.	Boys Head Baseball Coach	3%
4.	Girls Head Swimming Coach 9%		13.	Boys Assistant Baseball Coach	6%
5.	Girls Assistant Swimming Coach	6%		,	
6.	Girls Head Golf Coach	7%			
7.	Girls Head Volleyball Coach 10%		OTHER	ASSIGNMENTS	
8.	Girls JV Volleyball Coach	7%			
9.	Girls Frosh Volleyball Coach 6%	.,,	1.	Head Band Director	10%
10.	Head Football Coach	11%	2.		5%
11.	Assistant Football Coach	7%	3.	Elementary Vocal Music Dept	
12.	Middle School Football Coach	5%	4.	Secondary Vocal Music Direct	
13.	Middle School Assistant Football	5%	••	@H.S. and 1%	
14.	Boys Head Soccer Coach	7%	5.	M.S. Cheerleading Dept.	4%
15.	Assistant Boys Soccer Coach 5%	770	6.		4%
16.	Boys Head Tennis Coach	7%	0.	(if not offered as a c	
17.	Boys Assistant Tennis Coach 5%	770	7.	Middle School Annual	2.5
18.		5%	7.	(if not offered as a c	
19.	Head Varsity Cheerleading Coach	3%	8.	•	2%
19.	Assistant Cheerleading	370		Odyssey of the Mind (Per Team)	
			9.	High School Quiz Bowl	2%
WINTE	<u>R SPORTS</u>		10.	Middle School Quiz Bowl	2%
			11.	Drama (per performance)	4%
1.	Girls Varsity Basketball Coach	10%	12.	Department Head and Grade	
2.	Girls J.V. Basketball Coach 7%			Level Chairpersons	3.5%
3.	Girls Assistant Basketball Coach	6%		Payment will be made at the	end of the school
4.	M.S. Girls Basketball Coach 5%			year. IF the same person cha	irs more than one
5.	Varsity/JV Bowling Coach 3%			(1) department or grade level	, that person shall
6.	Pom-Pons	3%		be paid an additional 1% fo	or each additional
7.	Boys Head Var. Basketball Coach	10%		grade level chaired.	
8.	Boys J.V. Basketball Coach 7%		13.	Master Mentor Teacher	
9.	Boys Assistant Basketball Coach	6%		A. First Year \$700	.00
10.	M.S. Boys Basketball Coach 5%			B. Each Succeeding Yea	ar \$250.00
11.	8 <sup>th</sup> Grade Volleyball Coach 5%		14.	Driver's Education 2008-2009	@ \$23.50
12.	7 <sup>th</sup> Grade Volleyball Coach 5%			2009-2010 @ \$24.2	5
13.	Boys Head Swimming Coach 9%			2010-2011 @ \$25	
14.	Boys Assistant Swimming Coach	6%	15.	National Honor Society	3%
15.	M.S. Swimming Coach	5%	16.	High School Student Council	3%
16.	Head Wrestling Coach	10%	17.	FFA Assistant and Middle Scho	
17.	Assistant Wrestling Coach	7%	18.		er building:
18.	M.S. Wrestling Coach	5%		MS/LP/NR/EM	G
19.	Var. Cheerleading Coach	5%		,,	
20.	Assistant Cheerleading Coach	3%			
	, toolstant sincericaanily season	373			
SPRING	S SPORTS				
1.	Girls Head Tennis Coach	7%			
2	Girls Assistant Tennis Coach 5%				
3.	Girls Head Track Coach	8%			
4.	Girls Assistant Track Coach 6%				
5.	Girls Head Softball Coach	8%			
6.	Girls Assistant Softball Coach 6%				
7.	Girls Head Soccer Coach	7%			
8.	Girls Assistant Soccer Coach 5%				

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.

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.

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.

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.

	Steps	BA 2008-2009	MA 2008-2009
		2% Increase	2% Increase
1.		\$35,992	\$38,164
2.		\$37,721	\$40,227
3.		\$39,509	\$42,393
4.		\$41,398	\$44,695
5.		\$43,351	\$47,097
6.		\$45,455	\$49,640
7.		\$47,614	\$52,318
8.		\$49,882	\$55,137
9.		\$52,251	\$58,121
10.		\$54,757	\$61,252
11.		\$58,509	\$64,288
12.		\$62,263	\$67,323

- A. Longevity shall be defined as the number of years teaching in the Corunna Public Schools system (including annexed districts).
- B. 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 (20<sup>th</sup>) year and continue until the end of the twenty-ninth (29<sup>th</sup>) year. At the beginning of a teacher's thirtieth (30<sup>th</sup>) 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.
- C. All extended year contracts will have amounts pro-rated prior to the awarding of the longevity amount.
- D. 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.
- E. Pursuant to Public Act 244 of 1974, the Board shall pay on behalf of each teacher the employee's contribution to the Michigan Public School Employees Retirement System.

F. As part of the negotiated calendar, there shall be five (5) professional development days in addition to the 178 student contact days and 1 work day. Each professional development day shall be paid at the rate of \$100.00 per day. Pay shall be in the form of a lump sum. Payment will be included in the last regular pay prior to Spring Break each year.

# Corunna Public Schools (Eliminate) 2008-2009 School Calendar

Monday, August 25 through Professional Development Wednesday, August 27, 2008 Days

Thursday, August 28, 2008 Teacher Workday

Tuesday, September 2, 2008 Students' First Day

Friday, November 14, 2008 Professional Development

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Wednesday, November 26, through

Friday, November 28, 2008 Thanksgiving Recess

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Monday, December 22, 2008 through
Friday, January 2, 2009 Christmas Recess

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Monday, February 16, 2009 Winter Break

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Monday, April 6 through
Friday, April 10, 2009 Spring Break

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-Monday, May 25, 2009 Memorial Day

Friday, June 5, 2009 Students' and Teachers' Last Day

One Professional Development Day is to be scheduled as two (2) three (3) hour after school sessions within the school year. Three of these sessions will be offered; each teacher must choose 2 sessions to attend.

Parent-Teacher Conferences will be scheduled with staff input for each building level. The obligation for the secondary schools will be a one session of three hours for the fall and one three hour parent teacher conferences to be held in the spring. Elementary and middle school are still to be decided but will be a total six hours per building. This contract provides for 178 student contact days, 1 work day, and an equivalent of five (5) Professional Development Days.

A three hour commitment during second semester that is planned in conjunction with the teaching staff in each building, in addition to the regular professional obligations. Obligation remains for the year.

We will return to this....

\*Date (s) subject to change: any session days missed in excess of days allowed by the State of Michigan will be made up beginning on June 8, 2009.

Any parent teacher conference cancelled by an Act of God will be rescheduled at a mutually agreed date.

Professional Development days cancelled by an Act of God shall be rescheduled by mutual agreement or cancelled with a deduction of the \$100 stipend.

Note: this calendar calls for 178 contact days and 1 workday. Five (5 professional development days are scheduled with pay).

This calendar will guarantee that students have 178 days of instruction. Any days missed due to circumstances beyond the control of school authorities will be made up in accordance with the negotiated calendar.

In the event more days need to be made up, they will be added following the last scheduled students' day. In case the State of Michigan repeals the law requiring the make up of days or hours lost, all calendars will revert to their original form as in the past practices.

Should a teacher collect unemployment benefits for days missed because of the conditions listed above, the amount received will be deducted from their annual contractual salary.