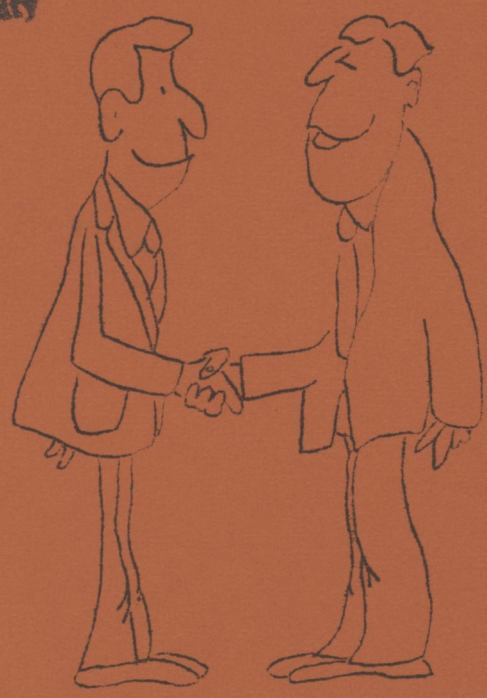


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Corunna Board of Education

MASTER AGREEMENT

between the

CORUNNA BOARD OF EDUCATION

and the

CORUNNA EDUCATION ASSOCIATION

for

1973-74

and

1974-75

*Corunna Public Schools
Corunna, Mich. 48817*

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ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Corunna Education Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all 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, Administrative Assistants, Director of Community Education, and the Director of Secondary Instruction. All 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, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and 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 & PAYROLL DEDUCTIONS

A. Teachers may sign and deliver to the Board or its agent an assignment authorizing deductions for professional dues, 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 his employment. It is expressly understood that deductions for professional dues will be governed by paragraph B, Article II during the term of this contract.

B. All teachers (effective the first day of July, 1973) as a condition of continued employment shall either:

1. Sign and deliver to the board an assignment authorizing deduction of membership dues of the association (including the National and Michigan Education Associations):

or

2. Cause to be paid to the association a representation fee equal to the non-member's proportionate share of the cost of negotiating and administering this Agreement within ten (10) days after the commencement of employment. The association shall deliver to the superintendent on or before the 1st day of school, a written statement specifying the amount of the non-members representation fee.

C. In the event that neither of the provisions of Paragraph B. are met, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with either condition, shall process said complaint in accordance with the Teacher's Tenure Act, the charging party being the association, if said teacher is a tenure teacher; in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his services shall be discontinued at the end of the then current school year unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Association and the teacher that the dues or non-member's representation fee have been paid in full and that said complaint has been withdrawn. It is expressly understood that in the event the Board of Education shall hire a new teacher to replace a probationary teacher whose services have been discontinued under the terms of this article, then and in that event, neither the Association nor the teacher shall have a right to withdraw said complaint, it being recognized by the Association and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed to replace a teacher against whom charges have been filed under the terms of this article. The refusal of a teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized by the Association and the Board of Education as just and reasonable cause for the termination of employment.

D. The Board agrees to deduct from the salaries of teachers dues for the Corunna Education Association, the Michigan Education Association and the National Education Association, or a non-member's representation 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 the non-member's representation fee for any or all of the above stated organizations shall be deducted together, as one deduction, in ten (10) equal monthly installments.

F. F O R M

On this _____ day of _____, 19____, I, _____
_____ hereby authorize the Board of Education to deduct the following sums in ten (10) equal installments as dues for the following organizations from the second bi-weekly paycheck of my employment as specified in the Master Agreement.

\$ _____ Corunna Education Association

\$ _____ Michigan Education Association

\$ _____ National Education Association

or

\$ _____ Non-member's Representation Fee

I further understand that in the event of a dispute over payments of the above specified amounts, I must seek my remedy from the Michigan Education Association. Further, it is my express understanding that this authorization for dues deduction shall be revocable only if I expressly so state in writing, a copy of which must be placed on file with the Superintendent and a copy with the Treasurer of the Corunna Education Association.

Filed with the Board of Education _____

on the _____ day of _____, 19____.

G. 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.

H. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need only honor one authorization form per year per teacher.

I. 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 MEA and NEA and the amount of the non-member's representation fee which are to be deducted in the coming school year under such authorizations. The amounts of deductions, as per said written notification shall not be subject to change during the entire school year. It is expressly understood that the Board is not required to deduct any assessment under the terms of this article.

J. 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.

K. Dues deductions shall be transmitted by the Superintendent to the Corunna Education Association Treasurer within five (5) days after such deductions are made. The Corunna Education Association shall be responsible for disbursements of MEA and NEA dues paid to it to the treasurers of those organizations.

L. 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.

M. Any dispute between the Corunna Education 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.

N. 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 hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or 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 not conflict with regular school programs or extra-curricular activities. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises. Bulletin Boards in the Teachers' Lounge 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. In pursuant to Act 379 of the Public Acts of 1965 and 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 Constitution 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. In 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 COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect for two (2) years.

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. Teachers shall remain at their assigned buildings at least thirty (30) minutes after the bell sounds dismissing students from school and at least fifteen (15) minutes in their classroom immediately after the bell sounds dismissing students from school. Teachers shall be excused from the fifteen (15) and thirty (30) minute rule after school (as stated above) 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, but not be limited to, 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 profession.

C. The length of the school day shall be as follows for the 1973-74 school year:

- High School - - - - - 7:00 a.m. to 1:15 p.m.
- Junior High School - - - - - 12:25 p.m. to 5:40 p.m.
- Elsa Meyer Elem. School - - - - - 8:45 a.m. to 2:45 p.m.
- Louise Peacock Elem. School - - - - - 8:45 a.m. to 2:45 p.m.
- Nellie Reed Elem. School - - - - - 8:45 a.m. to 2:45 p.m.
- Shiawasse Street Elem. School - - - - - 8:45 a.m. to 2:45 p.m.

Every effort will be made to arrange transportation to expedite these time schedules.

D. The above times can be changed after consultation between both parties.

E. For the 1974-75 school year the length and starting time of the school day shall be determined by the Board after consultation with the Association. 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 (40) 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 & ASSIGNMENTS

A. CLASS SIZE

1. In Grades K through 6 every effort will be made to enroll no more than thirty (30) students in each classroom. (Within the financial and facility structure of the school district.)
2. In Grades 7 through 12 University of Michigan accreditation regulations 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, Typing, and Exploratory Classes. (Within the financial and facility structure of the school district.)
3. 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.

C. Teachers in the Senior High School will teach five (5) periods per day. Teachers in the Junior High School will teach six (6) periods per day. Both Junior and Senior High School Teachers will have at least one (1) instructional planning period per day.

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-sixth of their regular base salary for said assignment.

E. Teachers who are affected by a change in grade assignments in the Elementary School grades and by changes in subject assignments in the Secondary School grades will be notified and consulted by their Principals concerning tentative assignment no later than June 20th of the preceeding year. Effort will be made to avoid reassigning teachers to different grade levels and subject fields after June 20th. Teachers to be affected by reassignment after June 20th shall be made aware of such changes in writing as soon as possible.

ARTICLE VIII

TEACHING CONDITIONS

A. The representatives of the Board and the Corunna Education Association shall confer from time to time for the purpose of selecting educational materials and textbooks. The Board shall undertake as soon as practicable to implement all joint decisions thereon made by its representatives and the Association.

B. The Board agrees to continue to provide the teachers with a duty-free lunch period. In addition, elementary teachers may use for preparation time all time which their classes are receiving instruction from library, vocal music, physical education, and/or substitutes.

C. 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.

D. The provisions of this agreement and the wages, hours, 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.

E. 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. The Teacher Aides will be subject to assignment by the building principal after conferring with the teaching staff.

ARTICLE IX

VACANCIES AND PROMOTIONS

- A. Any teacher may apply for vacancies in any professional position which may occur in the school district. All professional vacancies will be posted in each school building in the district.
- B. 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 judgement, it believes such candidate to be the best available for the position.
- C. All applications for filling such vacancies must be submitted to the Superintendent or Assistant Superintendent of Schools.

ARTICLE X

TRANSFERS

- A. Unrequested transfers of teachers are to be minimized. Teachers may request transfer by submitting request to the Superintendent or Assistant Superintendent of Schools by letter.
- B. Any teacher who shall be transferred to a supervisory or executive position and shall later 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 XI

LEAVE PAY

A. All salaried teaching personnel shall be allowed sick leave privileges listed hereafter:

1. Sick leave of one (1) day a month, effective on the last day of each month, cumulative to 10, 11, or 12 days a year, depending on the contractual service year of the employee.

Maternity leave is not construed as sick leave.

2. Credit at the end of the service year with the unused portion of sick leave allowance accumulative to a total of ninety (90) days.

3. Absence from duty, at the discretion of the Superintendent may be granted after application has been made for the following reasons:

- a. Illness in the immediate family
- b. Death in the immediate family

Such absence, when granted, will be deducted from accumulated sick leave. Immediate family shall be interpreted as: Father, Mother, Husband, Wife, Child, Sister, Brother, Grandparents, and Father or Mother-in-Law.

4. Any full time teacher regularly employed by the Board of Education shall be granted one (1) day of leave per year, accumulative to three (3), to transact personal business, which is of urgent nature and cannot be transacted at another time.

A teacher's request for personal leave shall be discussed with the building principal at least twenty-four (24) hours in advance stating purpose and destination.

5. Miscellaneous Provisions:

- a. The Board of Education reserves the right to require a doctor's certificate or other evidence of illness.
- b. The Superintendent shall certify the legitimacy of a claim for compensation for absence.

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 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. Maternity Leave

Employees who are pregnant may request a leave of absence for maternity reasons and be granted such leave under the following conditions:

1. The pregnant employee must request, in writing, a leave of absence at least thirty (30) days prior to the expected date for such leave, and must notify the Board, in writing, at least thirty (30) days before her anticipated date of return. Such leave may begin with less than the thirty (30) day notice provided the pregnant employee's physician provides such request in writing.
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 she is certified and/or qualified.
4. Before the employee may return to work from the leave of absence, she must present to the Board, a physician's statement confirming her physical ability to perform all regular and normal duties and functions of her position.
5. An extension of leave time, for one year following delivery, for the purpose of child care may be granted under the same conditions as outlined above.
6. Failure to return to work as set forth herein or failure to follow the above requirements and responsibilities shall mean that her employment shall be terminated.

ARTICLE XII

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 evaluations 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. 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, at least two (2) written copies of the evaluation shall be submitted to the teacher within ten (10) days after the observation. 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.

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. 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 XIII

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 XIV

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 placing of a non-tenure teacher on a third year of probation.
3. The termination of services of or failure to re-employ any teacher to a position on the extra-curricular 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 subsection 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.

PARAGRAPH E:

LEVEL ONE - 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 or his association representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within five (5) days from the hearing of the grievance, the Board shall render its decision in writing. 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.

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 pre-emptorily 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, ground 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 which, 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, except as they may be specifically conditioned by this Agreement.
 - 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 which 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 non-occurrence 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 XV

CURRICULUM STUDY PROVISION

A. Departments will be organized with committees in the following subject matter areas in which there are employed three or more teachers on the combined Junior and Senior High School levels. This will include:

- Math
- Science
- Social Studies
- English-Speech-Foreign Language-Remedial Reading
- Business Education
- Technical and Industrial Education, Homemaking & Agriculture

B. Elementary teachers will be organized throughout the school district by grade level (K-6), with one grade level chairman for each grade.

C. The following departments will be organized throughout the total school system:

- Library
- Guidance
- Music & Art
- Health & Physical Education
- Special Education

Each such committee shall meet a minimum of once each month during the school year with required attendance to give attention to the requirements of the department or grade level.

D. Each department will be headed by a Chairman appointed by the administration annually during the second week of school. Teachers need not accept this appointment. Chairman shall possess the following qualifications:

Permanent certification
A major in the area in which he or she is teaching
Tenure status in the Corunna Public Schools

If the above qualifications cannot be met by any teacher within each department, the administration may appoint another teacher in that department.

E. It shall be the duty of each department or grade level committee to establish or review and revise a statement of classroom objectives. This statement shall include the basic concepts and skills to be taught in each grade level or subject area. The duties of the department or grade level chairman shall be as follows:

1. To lead the department in establishing and revising the aforementioned statement of objectives and to pursue its implementation.
2. To act as liaison between members of his department and administration in the selection and purchase of textbooks and teaching materials.
3. To act as coordinator of all resources available to his department.
4. To represent his department on the District Curriculum Council.
5. To work with his department supervisors and District Curriculum Council in changing course offerings as needed.
6. To keep abreast of recent developments in subject matter and teaching methods in his area and encourage their use in the classroom.
7. To act as liaison between his colleagues and the administration regarding any other departmental concerns.
8. Duties will not be supervisory and will not include evaluation of his colleagues.

F. There shall be established a District Curriculum Council composed of all department and grade level chairmen, building principals, secondary curriculum director, and the central administrative officer in charge of curriculum. This

central administrative officer in charge of curriculum shall act as chairman of this Council. The Council shall meet a minimum of once per month during the school year. This Council shall act as a coordinating agent between the grade level and subject matter areas. This Council shall act as an advisory committee to the Board of Education for the purpose of recommending course and textbook changes, adoption of innovative practices, and purchases of such materials as the changes will require.

G. All requests by staff for course and textbook changes must be presented to the Curriculum Council at least three (3) weeks in advance of Board presentation. The Curriculum Council will, in turn, present these changes to the Board with or without its recommendation. This Council procedure will constitute the only method of course and textbook changes within the school system.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

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.

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

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 XVII

INSURANCE APPLICATION

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 the following insurance protection:

The Board shall provide for each teacher who desires it, a paid family medical

and hospitalization insurance policy. Such insurance to be either Blue Cross-Blue Shield MVF-2 or M.E.A. Super-Med at the option of the teacher. This amount paid by the Board shall be equivalent to 100% of the cost of Blue Cross-Blue Shield MVF-2. If M.E.A. Super-Med is selected by the teacher and the cost exceeds that of Blue Cross - Blue Shield, the teacher shall pay this additional cost. If it does NOT exceed the cost of Blue Cross - Blue Blue Shield MVF-2, the Board shall then pay 100% of the cost of M.E.A. Super-Med, including any rate increases. The Board also agrees to pay for any additional rate increases in Blue Cross - Blue Shield MVF-2 during the term of this contract.

The Board will also provide for each teacher an income protection insurance policy which in essence amounts to 60% of a teachers annual income not to exceed \$1,500.00 per month and applicable after a 90-day waiting period. Other provisions including deductible items are explained in the Master Policy located in the Superintendent's Office and which is available for staff inspection at any time.

All teachers who apply for medical and hospitalization insurance shall sign an affidavit stating that the teacher's immediate family is not covered or eligible to be covered by medical and hospitalization insurance under any other group plan sponsored by an employer other than the Corunna Public Schools and are, therefore, eligible for the coverage under the terms of the Master Agreement.

In the event other members of a teacher's family have available to them any medical or hospitalization insurance paid in whole or in part by another employer, such family members are not eligible to participate in coverage through the Corunna Public Schools, unless deductions are made from the teacher's salary.

Any teacher who has available coverage which provides equal or better protection at her spouse's place of employment will not be eligible for coverage through the Corunna Public Schools. If said coverage at the spouse's place of employment does not provide equal or better protection, the teacher will be

eligible for himself only at the Corunna Public Schools expense.

Any change in a teacher's eligibility after initial enrollment in a medical or hospitalization program through the Corunna Public Schools will be immediately reported to the Board of Education by said teacher.

ARTICLE XVIII

STAFF REDUCTION

- A. SENIORITY: 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 School District. 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 within the school system shall be determined by using the following criteria:
1. Professional qualifications and Certification as approved by the Michigan State Department of Education.
 2. Years of continuous employment in grades K-6 and by subject matter taught in grades 7-12.
 3. Length of service in the Corunna Public Schools.
 4. Experience in the grade level or subject in the last ten (10) years.
 5. Written evaluation ratings of the past three (3) years including the current year.
- 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 by classification in accordance with the above on or before March 15 of each year.
- F. LAYOFF: Necessary reduction of personnel. The parties hereto, realizing that education, curriculum and staff to a large degree depends 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, curriculum and shall when funds are not available, hereby 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. 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 any 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, layoff will be on the basis of seniority as established hereinbefore within classification as well as knowledge, skill, efficiency on the job, and physical and emotional fitness. The Association shall have the right to review the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff 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 purposes 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. RECALL: Seniority teachers shall be recalled to employment in inverse order of layoff for new positions opening as determined by the programs 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. The recall list shall be maintained by the Board for a period not to exceed two (2) years. Thereafter, a teacher shall lose his right to recall.

J. It shall be the responsibility of the teacher to inform the Board, in writing of his current address.

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 ($\frac{1}{2}$) 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 which all teachers normally have. Percentages will be based on the individual teachers' base salary.

1. 11% Head Football Coach
2. 12% Head Band Director
3. 8% Junior High Band Department*
4. 6% Vocal Music Department*
5. 10% Head Basketball Coach
6. 9% Wrestling Coach
7. 8% Head Baseball and Head Track Coach
8. 4% Head Golf, Ass't Baseball, and Ass't. Track
9. 6% Ass't. Basketball Coaches and Ass't. Wrestling Coach
10. 6% Freshman Football Coaches
11. 7% Asst. Varsity Football Coaches and J.V. Football Coaches
12. 6% Head Girls Basketball Coach
13. 5% Junior High Intramural
14. 3% Cheerleaders Sponsor
15. \$100.00 Forensics
16. \$100.00 Girls Swim Show
17. 9% Head Swimming Coach
18. \$300.00 Yearbook Sponsor
19. \$200.00 Department Heads and Grade-level Chairmen
20. 5% Head Cross Country Coach
21. 5% Ass't. Swimming Coach
22. 3% Girls Track Coach
23. 2% Girls Softball, Girls Volleyball

* In numbers 3 and 4 above 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 staff member or may be divided between staff members within that department at the discretion of the administration.

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 187 contract days shall not be under contract for more than 240 days.

1973-74 SALARY SCHEDULE

<u>BA</u>	<u>MA</u>
0 - 8800	9300
1 - 9240	9765
2 - 9680	10230
3 - 10120	10695
4 - 10560	11160
5 - 11000	11625
6 - 11440	12090
7 - 11880	12555
8 - 12320	13020
9 - 12760	13485
10 - 13200	13950

1974-75 SALARY SCHEDULE

The Salary Schedule for the 1974-75 School Year shall be determined through the use of information from the Bureau of Labor Statistics. The percentage increase in the cost-of-living from July 1973 through June 1974 shall be calculated from the all-items index for the United States (1967=100). The following formula will be used to determine this percentage:

$$\frac{\text{Difference between the July, 1973 C.P.I. \& the June, 1974 C.P.I.}}{\text{July, 1973 C.P.I.}} \times 100 = \underline{\quad\quad\quad} \%$$

If the above percentage is a least 3.5% and no greater than 5.5% it will be applied to the 1973-74 BA base salary of \$8800.00 to obtain the 1974-75 BA base salary. In no event will a percentage of less than 3.5% nor more than 5.5% be applied.

Once the Cost-of-Living percentage is determined and the BA base salary adjusted for 1974-75, five hundred (\$500.00) will be added to that BA base to determine the MA base for 1974-75. The adjusted BA and MA base salaries will then be extended through 10 steps using a 1.5 index.

The following EXAMPLE will serve as a guide in calculating the salary schedule for 1974-75.

Step 1: C.P.I. for July, 1973 = 132.8 (example)
C.P.I. for June, 1974 = 139.9 (example)

$$\frac{139.9 - 132.8}{132.8} \times 100 = 5.346\% \text{ (C.P.I. percent increase)}$$

Step 2: \$8800 (73-74 BA base)
 x 5.346

 \$ 470 + \$8800 = \$9270 (adjusted 1974-75 BA base)

Step 3: \$9270 (adjusted 1974-75 BA base)
 + 500

 \$9770 (adjusted 1974-75 MA base)

Step 4: SALARY SCHEDULE FOR 1974-75 (Example)

<u>BA</u>	<u>MA</u>
0 - 9270	9770
1 - 9733	10258
2 - 10197	10747
3 - 10660	11235
4 - 11124	11724
5 - 11587	12212
6 - 12051	12701
7 - 12514	13189
8 - 12978	13678
9 - 13441	14166
10 - 13905	14655

CORUNNA PUBLIC SCHOOLS

SCHEDULE B:

SCHOOL CALENDAR

1973-74

September 4, 1973 -- Tuesday	Teacher Orientation Meetings
September 5, 1973 -- Wednesday	Full day session for student registration Grades K-12 - and classes
November 1 & 2 - Thurs. & Fri.	In-Service Education & Parent-Teacher Conferences - Grades K-12.
November 22 & 23 - Thurs. & Fri.	Thanksgiving Recess
December 22, 1973 through January 1, 1974 - Saturday through Tuesday	Christmas Recess
January 25, 1974 -- Friday	First Semester Ends
January 28, 1974 -- Monday	Second Semester Begins
March 22, 1974 -- Friday	In-Service Education & Parent-Teacher Conferences - Grades K-12
April 12, 1974 through April 15, 1974 - Friday through Monday	Easter Recess
May 27, 1974 -- Monday	Memorial Day Recess
June 2, 1974 -- Sunday	Commencement
June 7, 1974 -- Friday	School Closes

This 1973-74 Calendar calls for 180 instruction days and 7 non-instruction days for a total of 187 contract days.

SCHOOL CALENDAR

1974-75

September 3, 1974 -- Tuesday	Teacher Orientation Meetings
September 4, 1974 -- Wednesday	Full day session for student registration grades K-12 - and classes
November 7 & 8 - Thursday & Friday	In-Service Education & Parent-Teacher Conferences - Grades K-12
November 21 & 22 - Thurs. & Fri.	Thanksgiving Recess
December 21, 1974 through January 1, 1975 - Sat. through Wed.	Christmas Recess
January 24, 1975 -- Friday	First Semester Ends
January 27, 1975 -- Monday	Second Semester Begins
March 21, 1975 -- Friday	In-Service Education & Parent-Teacher Conferences - Grades K-12
March 28, 1975 through March 31, 1975 - Fri. through Mon.	Easter Recess
May 26, 1975 -- Monday	Memorial Day Recess
June 1, 1975 -- Sunday	Commencement
June 9, 1975 -- Monday	School Closes

This 1974-75 Calendar calls for 180 instruction days and 7 non-instruction days for a total of 187 contract days.

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1973 and shall continue in effect for two (2) years until the 30th day of June, 1975. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

CORUNNA BOARD OF EDUCATION

BY Arlo J. Butcher
Its President

BY Donald Olmsted
Its Secretary

CORUNNA EDUCATION ASSOCIATION

BY Margaret Martin
Its President

BY Margaret Johns
Its Secretary

Approved as to form by:

Michigan Education Association

Counsel