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1969-71

AGREEMENT

BETWEEN THE

BYRON BOARD OF EDUCATION

AND THE

BYRON EDUCATION ASSOCIATION

JULY 1, 1969 thru JUNE 30, 1971

Byron Board of Education

RECEIVED

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OFFICE OF  
PROFESSIONAL NEGOTIATIONS

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## MASTER CONTRACT

This Agreement entered into this 1st day of July, 1969 by and between the Board of Education of the Byron Area School District in the counties of Shiawassee, Livingston and Genesee, hereinafter called the "Board", and the Byron Education Association, hereinafter called the "Association".

### ARTICLE I

#### Preamble

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Byron Area School District is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve the quality of education, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employments, and

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

THEREFORE BE IT RESOLVED in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE II

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certificated personnel, including personnel on tenure, probation and on per diem appointments, employed or to be employed by the Board, but excluding building principals and superintendent and office and clerical employees. The term "teacher", 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 references to male teachers shall include female teachers.

B. Within thirty days of the beginning of their employment hereunder, teachers must sign and deliver to the Board an assignment authorizing deductions of any professional dues or assessments, insurance premiums, and credit union deposits upon such conditions as the Association and Board shall establish. Professional dues shall be deducted from the regular salaries of all teachers who execute an unrevoked wage assignment out of 2 paychecks as approved by the Association.

C. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan General School Laws. The rights granted to teachers under the master contract shall be deemed to be in addition to those provided elsewhere.

## 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 an Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws 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 activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The parties involved recognize the right of each appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.

C. The Association and its members shall have the privilege to use school building facilities at all reasonable hours for meetings in accordance with the Board rules and regulations. All meetings shall be scheduled in advance with building Principal's permission. No teacher shall be prevented from wearing insignia or pins as 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 furnish to the Association in response to reasonable requests all available information concerning the financial resources of the district, and such other information which may be necessary for the Association to process any grievance or complaint, except information from confidential personnel files.

E. The salary committee of the Association may check teacher's contracts in the presence of a representative of the superintendent to determine if the salary schedule agreed to in this master schedule is being followed.

#### ARTICLE IV

##### Board of Education Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, 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 the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

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, however, may be reopened during the effective period upon mutual agreement of both parties.

B. The following legal Holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day. School shall be closed Friday after Thanksgiving and shall close not later than the end of the school day of December 22, and shall remain closed through New Year's Day.

C. Teachers shall be released from regular duties without loss of salary two days each year for the purpose of participating in area or regional meetings of the Michigan Education Association and one day each year for Shiawassee County Institute, provided such days are allowable as membership days by the Michigan Department of Education.

D. Attendance at conferences for professional growth being encouraged, the board will allow released time and reimbursement of expenses for approved conferences. Such conferences must have the approval of the superintendent. Requests in writing with a copy of the general format of the conference must be submitted to the superintendent, through the building principals office, at least one week in advance.

E. A teacher may elect at the beginning of the contractual year to receive his pay in 20 or 26 pay periods. Once the decision is made it cannot be changed during that year. The first pay period will be the second Friday after the opening of school.

## ARTICLE VI

### Teaching Assignments

A. The normal weekly teaching load in the junior and senior high school will not exceed 30 assigned periods, and 5 unassigned preparation periods. Released time for noon period and preparation time when enrichment activities are scheduled, during which time a specialized teacher administers the entire class for the periods prescribed shall be granted to the elementary teacher. However, in the event of inclement weather or emergencies, duties shall be distributed equitably.

B. Since pupils are entitled to be taught by teachers who are working within their area of qualification, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

C. Elementary level or subject areas in junior and senior high school assignments will be placed on teacher contracts. Teachers affected by grade or class assignments due to changing enrollment or available building facilities will be consulted by the administrator in charge. If a voluntary teaching assignment change cannot be arranged the assignment will be required of the teacher with the least amount of experience in the Byron School



System, providing that the qualifications for the assignment are equivalent.

D. Tentative student scheduling for the next year shall be completed by the conclusion of the current school year.

## ARTICLE VII

### Teaching Conditions

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

#### A. Teaching Hours

1. Elementary teachers shall be in their building twenty minutes before the beginning of the first class period of the school day, and may leave twenty-five minutes after the last class period of the school day. Elementary teachers shall be at their regular assigned teaching station ten (10) minutes before the start of the first regularly scheduled class period.
2. All teachers at the elementary school level shall have a duty free lunch period of not less than thirty (30) minutes, except on stay-in days, when the duty free lunch period will not be less than twenty (20) minutes.

On stay-in days, teachers may leave as soon as the building is cleared of students at the end of the school day. Elementary teachers will supervise their children at noon until they reach the Cafeteria. Recess assignments will be assigned by the building principal on an equitable basis. Hall duty assignments will not be made as long as the present system of utilizing student patrol continues to work satisfactorily.

3. Secondary teachers shall be in their building at their assigned station fifteen (15) minutes before the beginning of the first scheduled class period of the school day and may leave the building fifteen (15) minutes after the last regularly scheduled class period of the school day.
4. Education is a cooperative process with teachers, parents, and community agencies working together for the benefit of the child. Attendance at evening meetings, such as P.T.O., civic affairs and educational meetings shall be at the option of the individual teacher. While there is no set requirement for attendance, in which the public is involved, teachers recognize that they are the schools' representatives and that during the course of the year the meetings should be attended by a sufficient number of staff members to demonstrate the sincere professional interest that the school has in community affairs.

5. All teachers shall be expected to attend teachers' meetings as necessary.

B. Teaching Load

It is recognized by the Board and the Association that the pupil-teacher ratio is an important aspect of an effective school program. Therefore it is agreed that every effort will be made to bring class sizes to an acceptable number as dictated by financial conditions of the school district, the building facilities available, and the best interest of the children. If the number of students in one grade level should create a difficult learning situation, the principal shall meet with the teacher to resolve the situation.

Kindergarten            25 - 30

Elementary                28 - 32

JUNIOR HIGH AND HIGH SCHOOL

English	35	Vocational Shop	25
Social Studies	36	Homemaking	24
Math	35	Music Theory	35
Jr. High Science	35	Art	28
Sr. High Biology	35	Physical Education	50
Chemistry & Physics	28	Band	60 (or more at the discretion of band director)
Business	28	Industrial Arts	25
Typing	30		
Drafting	30		

- C. The school calendar shall be worked out between the representatives of the School Board and a committee of the Association. If the parties cannot reach an agreement the representatives of the Board will

proceed to set up a school year calendar that shall not exceed 181 instructional days and 185 contractual days.

D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, physical education equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will undertake to implement all joint recommendations thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained.

E. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

F. The Board shall make available in each school adequate lunch-room space, restroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge.

G. Office telephone facilities shall be made available to teachers for their reasonable use.

H. Adequate parking facilities shall be made available to teachers for their assigned use.

I. 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. The private and personal life of any teacher is not within the appropriate concern or attention

of the Board unless the teacher's conduct shall adversely affect his professional status as determined jointly by the Association and the Board.

J. 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 or 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, nationality, opportunity to all pupils.

#### ARTICLE VIII

##### Vacancies and Promotions

A. Teachers who meet qualifications for vacancies may apply. All applicants will receive notice of the outcome, and may receive reasons for non-acceptance if requested by an applicant. All other conditions being equal, priority for vacancies will be given to teachers with Byron experience. It is agreed that no vacancy shall be filled until not less than ten (10) calendar days written notice of said vacancy has been given to the Association. This paragraph shall not apply after July 1, of each year until the opening of school in the fall, except that the Association president must be notified as soon as the vacancy occurs.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors.

An applicant with less service in the system shall not be awarded such position unless his qualifications therefore shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its' own teaching staff. "Service" in the system, for purpose of this Agreement, shall mean continuous employment in a school of the district, irrespective of tenure status, but shall exclude all periods when the teacher was on leave of absence for any cause.

#### ARTICLE IX

##### Transfers

A. Any teacher who shall be transferred to a supervisory or administrative 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 administrative status.

#### ARTICLE X

##### Leave Pay

A. All regular teaching employees shall be entitled to ten (10) days sick leave annually, accumulative to sixty (60) days, beginning the first day of the contract. Provided no teacher shall be reimbursed for a larger number of sick days than the number of days said teacher has taught in the Byron Area Schools. The number of days of sick leave allowed new employees shall be reduced one day for each month or major fraction thereof during the school year that the said teacher was not employed.

B. Teachers employed for a period longer than the regular teaching contract shall receive one additional day of sick leave for each additional full month of employment.

C. Each teacher shall, subject to the approval of the building principal be granted two personal business days upon written request. Personal days are deducted from sick leave.

D. Conditions for which sick leave may be used for employees qualifying for sick leave in A above:

1. Employee in no condition to report for duty because of illness or injury.
2. Sick leave may be used in case of serious illness or injury in the immediate family.
3. A reasonable amount of time may be used in case of a death in the immediate family.
4. The superintendent may use discretion in situations not specifically covered in the above.

E. A record of accumulated sick leave as of the first day of school shall be submitted to each teacher during the first six weeks of each school year.

## ARTICLE XI

### Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article X shall be granted a leave of absence without pay, except as provided in Section A of Article X, for such time as is necessary for complete recovery from such illness. Upon return from leave, a teacher shall be assigned to the same position, or a substantially equivalent position.

B. Leaves of absence with pay not chargeable against the teachers' allowance shall be granted for the following reasons:

1. Absence when a teacher is called for jury service, provided

the teacher compensate the Board in the total amount paid for jury duty.

2. Court appearance as a witness in any case connected with the teacher's employment or the school or whenever the teacher is subpoenaed to attend any court proceeding as a witness.
3. Time necessary to take the selective service physical examination.

C. Leaves of absence of one (1) year without pay shall be granted upon application sixty (60) days prior to commencement of leave for the following purposes:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.
3. Study, research or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed provided the teacher successfully completes the years outlined program. Notice of intent to return shall be given sixty (60) days prior to the beginning of the semester the teacher wishes to return.

D. Maternity leave of absence without pay or salary increment may be granted upon written request from the teacher. Accumulated sick leave may not apply against such absence. Request for such leave must be submitted at least six (6) months prior to the expected birth, however, such request may be withdrawn prior to commencement of the leave, due to termination of the pregnancy. Replacement shall be made



not later than the end of the sixth month of pregnancy, except that when this date falls within one month of the end of the semester the teacher may be permitted to complete the semester. A teacher granted a maternity leave will be allowed to return upon at least sixty (60) days notice prior to the beginning of the semester the teacher wishes to return, and will be placed in the first suitable vacancy that occurs in that teacher's area of specialization or preference. The teacher shall be entitled to return from such leave anytime within three (3) years.

E. Leave of absence without pay may be granted of up to two years to any teacher who joins the Peace Corps as a fulltime participant in such program. Any leave period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement. The teacher must give sixty (60) days notice prior to leaving and sixty (60) days notice prior to the beginning of the semester they wish to return.

F. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall not receive credit toward annual salary increment on the schedule appropriate to their rank. The teacher must give sixty (60) days notice prior to leaving and sixty (60) days notice prior to the beginning of the semester they wish to return.

G. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of

the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments which would have been credited to them had they remained in active service to the school system.

H. The Board may grant a leave of absence without pay to any teacher to campaign for, or serve in a public office. They shall not receive credit toward annual salary increment. The teacher shall give sixty (60) days notice prior to the beginning of the semester they wish to return.

## ARTICLE XII

### Insurance Protection

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection:

A. Effective for the 1969-70 and 1970-71 school years the Board will pay full family health insurance for all employees except those teachers who are already covered for such insurance by their spouse, and that such teachers receive a maximum of \$20.00 per month for any insurance that they desire, provided, however, that all insurance shall be limited to such programs as are offered by Blue Cross or Michigan Education Association and by no other insurance carrier.

B. Teachers may elect to have payroll deductions for a tax sheltered program.

## ARTICLE XIII

### Teacher Evaluation

A. Evaluation is a continual process inside and outside of the classroom during the school day.

1. The performance of all teachers shall be evaluated in writing.

2. Probationary teachers shall be evaluated three times during the school year. The first no later than the end of the first marking period, the second before the end of the third marking period, and the third before the end of the fifth marking period.
3. Tenure teachers shall be evaluated at least once every year.
4. Evaluation shall be conducted by the teachers building principal or Assistant Principal, or other full time administrator assigned by the Superintendent.
5. Each observation shall be made in person for a minimum of 30-50 minutes, depending on circumstances. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio system and similar surveillance shall not be used.
6. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within five days thereafter; one to be signed and returned to the administration and the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report placed in his personnel file. The Superintendent will order that final evaluation be submitted to him for Board action as directed by Tenure Law. A copy shall be furnished to the

teacher and the Association. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.

7. Each teacher shall have the right upon request to review the contents of his own personnel file, except confidential credentials. A representative of the Association may at the teachers request accompany the teacher to this review. Material provided by the teacher will be placed in the teachers file.
8. Upon his request the teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance, except when the emergency of the situation demands immediate action. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
9. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any disciplinary action without just cause shall be subject to the professional grievance negotiations procedure hereinafter set forth.

## ARTICLE XIV

Protection of Teachers

A. The Board and the Administration recognizes their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it becomes known that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take the necessary legal steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher in performance of duty shall be promptly reported to the building administrator. 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. If any teacher is complained against or sued because of disciplinary action taken by the teacher against a student, the Board will provide legal counsel and render assistance to the teacher in his defense.

D. The time lost by a teacher in connection with any job related incident mentioned in this article and not otherwise covered shall not be charged against the teacher unless he is proven guilty.

E. Parental complaints directed toward a teacher, which reflects upon the teacher's professional standards or conduct, shall be called to the teacher's attention.

F. A Teachers' Handbook shall be supplied for the purpose of outlining building policies and procedures.

## ARTICLE XV

Negotiation Procedures

A. With respect to policies and procedures covered by this agreement which are proper subjects, under the law, for professional negotiations, the parties will undertake to cooperate in arranging meetings and otherwise constructively considering and resolving any negotiable matters.

B. At least sixty (60) days prior to the expiration of this agreement the Association and the Board agree to negotiate over a successor agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. In negotiations neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association. The parties mutually pledge that representatives selected by each shall make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

E. If counsel is to be used by either party in negotiations, said party will give five (5) school days notice prior to the meeting in which legal counsel is to be used.

F. Meetings may be cancelled by notification to the other party by the chairman of either negotiating committee.

G. Negotiation meetings shall be closed to the press.

## ARTICLE XVI

### Grievance Procedure

(Including Binding Arbitration as last step of 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:

(a) The termination of services of or failure to re-employ any probationary teacher.

(b) The placing of a non-tenure teacher on a third year of probation.

(c) The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.

(d) Any matter involving teacher evaluation.

Except that the Association may grieve any such act (except "C") if capricious, arbitrary or unreasonable, or if the evaluation report is unsatisfactory.

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 the Building Representative and an alternate 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 in so far as possible;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation to the best of grievant's knowledge;
6. It shall specify the relief requested.

E.

Level One - A teacher believing himself wronged by an alleged violation of the express provisions of this contract shall within five (5) days after its alleged occurrence orally discuss the grievance with the building principal in an attempt to 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 five (5) 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 five (5) 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 five (5) 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 five (5) 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 regular board meeting scheduled at least ten (10) days after the receipt of the superintendent's answer.

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 two (2) weeks 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 two (2) weeks after the initial hearing.

A copy of the written decision of the board shall be forwarded 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 peremptorily strike not more than three 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.

3. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association; and 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 practice, policy or rule of the board provided the same be reasonable and not in violation of this agreement.

d. 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 interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

e. He shall not hear any grievance previously barred from the scope of the grievance procedure.

5. No more than one grievance may be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.

6. The cost of arbitration shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

F. Should a teacher fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher fail to appeal a decision within the limits specified, or leave the employ of the board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

G. The Association shall have no right to initiate a grievance involving the rightness of a teacher or group of teachers without his or their express approval in writing thereon, but the Association may file grievances as representative of its entire membership.

H. All preparation, filing, presentation or consideration of grievances prior to arbitration shall be held at times other than when a teacher or a participating association representative are to be at their assigned duty stations.

I. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

J. 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.

## ARTICLE XVII

### Miscellaneous Provisions

A. The Board will endeavor at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call by 7:00 A.M. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. 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.

C. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent

with its terms. It 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 or any succeeding agreement covering the same school year as the teacher contracts. The provision 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 expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

E. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. Mileage for authorized trips by school personnel shall be .10 per mile.

G. Approved minutes of Board of Education meetings will be provided to the President of the Association.

H. The Association agrees to cooperate with and assist the Board of Education and its' representatives in maintaining compliance with the provisions of this agreement.

#### ARTICLE XVIII

##### Instructional Council

The Instructional Council as hereby established shall be composed of:

- 2 representatives of the Association
- 2 representatives of the Board
- 2 representatives of the community

Names of candidates representing the community shall be placed in nomination before the committee representing the Association and the Board.

Voting shall be done by secret ballot and a plurality vote shall determine the community representatives.

The purpose of the Council shall be to advise the Board on "Instructional Matters."

The Council shall meet monthly at a time and date agreeable to its members.

Theory of Operation:

- Step 1: Recognition of instructional problem.
- Step 2: Referred to Instructional Council.
- Step 3: Sent out for study to sub-committee.
- Step 4: Progress reported at the next meeting.
- Step 5: Instructional Council either recommends or rejects recommendations of committee or sends out for further study.
- Step 6: Assuming the Council accepts the sub-committee's recommendation, the Council's recommendations shall be presented to the Superintendent, who shall place it on the Agenda of the next Regular Meeting. The recommendation shall be presented to the Superintendent not later than one week prior to the Regular Meeting.
- Step 7: The Board can either accept or reject the recommendations.
- Step 8: If the recommendations are rejected, the Council may re-study and re-submit, if they deem necessary.
- Step 9: If recommendations are approved, they are put into effect as recommended.

ARTICLE XIX

Duration of Agreement

This agreement shall be effective as of the first day of July, 1969, and shall continue in effect until the thirtieth day of June, 1971. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This contract shall be in effect for a period of two years. No part of this contract is subject to reopening, except by consent of both parties.

BOARD OF EDUCATION

by John Lill  
President

by Paul Parkes Jr.  
Secretary

EDUCATION ASSOCIATION

by David L. Mitchell  
President

by Jean Heath  
Secretary

SALARY SCHEDULE  
1969-70

STEPS	SPECIAL PERMIT HOLDERS NON-PROV. & NON-PERM. & NON-DEGREE	B.A.-B.S. WITH PROV. OR PERM.	B.A.-B.S. + 18* WITH PROV. OR PERM.	M.A.-M.S. WITH PROV. OR PERM.
1	6,000	7,100	7,242	7,526
2	6,100	7,384	7,532	7,827
3	6,200	7,687	7,841	8,148
4	6,300	8,010	8,170	8,491
5	6,400	8,354	8,521	8,855
6		8,722	8,896	9,245
7		9,114	9,296	9,661
8		9,533	9,724	10,105
9		9,881	10,181	10,474
10		10,460	10,669	11,088

\* 15 credits applicable to an approved Masters Program in the teachers' specific field of study for the 1969-70 year; 18 credits applicable to an approved Masters Program in the teachers' specific field of study for the 1970-71 year.

A salary schedule for 1970-71 shall be added to this contract as a supplemental sheet. The 1970-71 salary shall be determined by averaging the beginning 1970-71 salaries of Corunna, Durand, and Owosso and applying the 1969-70 vertical and horizontal factors.

Should one of the three above named districts fail to settle prior to the opening of school, Byron teachers will be paid on the 1969-70 schedule and a salary revision made after ratification by the above named schools.



SCHEDULE A

Head Football	8%
Varsity Assistant	4%
Jr. Varsity	4%
Head Basketball	8%
Assistant Basketball	4%
Jr. High Basketball (7-8)	2% - 7th grade 2% - 8th grade
Girls Basketball	3%
Head Track Coach	4%
Head Baseball	4%
Girls Softball	3%
Cheerleader Coach	3%
Band Director	\$700
Year Book	\$100
Newspaper (after school)	\$400
Jr. Class Sponsor	\$200
Sr. Class Sponsor	\$200
Sophomore Class Sponsor	\$100
Freshman Class Sponsor	\$100
H.E. Teacher (summer FHA, FFA & Athletic Banquets)	\$300
Play Director (per play)	\$100
Agr. Teacher 1.33 (including 2 weeks vacation)	
Special Ed.	\$600

\$5.00 per night for athletic events listed:

- (a) Chaperoning the bus
- (b) Ticket taking
- (c) Timing
- (d) Scoring
- (e) Announcing

The number of employees used for each of these duties will be at the discretion of the administration.

Drivers' Ed.:

- A. Classroom Instruction \$5.00 per hour
- B. Driving Instruction \$4.00 per hour

Golf

4%

SCHEDULE A - Addition to Salary Schedule 1969-70 & 1970-71

1. Teachers will be allowed previous experience up to a maximum of seven years.
2. One years experience will be allowed for service in the Armed Forces, however, after 1964, service experience will be credited only if the teacher was a fully qualified full-time teacher in Michigan at the time of induction.
3. One semester or more of past experience shall be credited as a full year.
4. A degree or credit level change earned during the current contract year will be credited for the following semester, provided that an official transcript of work completed, is submitted within 30 days after the beginning of the semester for work completed prior to the beginning of said semester.
5. The Bachelor plus 15 scale shall be in effect during the 1969-70 year and the Bachelor plus 18 scale shall be in effect during the 1970-71 year. Only the courses taken by a teacher in a Master's Program in his specific field of study shall be considered as qualifying the teacher for this scale. Teachers presently on the Bachelor plus 15 schedule shall not be removed. These teachers shall fall under the Grandfather Clause and so therefore are not effected by this restriction. It is limited to teachers who have not yet obtained the Bachelor plus 15 rating. Exception can be made for other Graduate courses if taken with the Superintendent's prior approval.
6. Extra Pay for Extra Duty - This shall be calculated, when a percentage is used, on the years of experience that the teacher has had in that activity.