

6-30-13

Byron

AGREEMENT
BETWEEN THE
BYRON BOARD OF EDUCATION
AND THE
BYRON EDUCATION ASSOCIATION
JULY 1, 1972 thru JUNE 30, 1973

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Byron Area Schools
312 W. Maple Avenue
Byron, Michigan 48418

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Agreement.	1
I	Preamble	1
II	Recognition.	2 - 3
III	Teacher Rights	3 - 5
IV	Board of Education Rights.	5 - 7
V	Professional Compensation.	7 - 8
VI	Teaching Assignments	9 - 10
VII	Teaching Conditions.	11 - 17
VIII	Vacancies and Promotions	17 - 18
IX	Transfers	18
X	Leave Pay.	18 - 20
XI	Leaves of Absence.	20 - 23
XII	Insurance Protection	23 - 24
XIII	Teacher Evaluation	24 - 26
XIV	Protection of Teachers	26 - 28
XV	Negotiations Procedures.	28 - 29
XVI	Grievance Procedure.	30 - 35
XVII	Miscellaneous Provisions	35 - 37
XVIII	Instructional Council.	37 - 38
XIX	Reduction of Personnel	38 - 39
XX	Duration of Agreement.	39
	Salary Schedule	
	Schedule A	

MASTER CONTRACT

This agreement effective the 1st day of July, 1971 (subject to President Nixon's Price-Wage Freeze) 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. Any teacher who is a member of the Association, or who has applied for membership, will sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and the MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth of such professional dues from the regular salary check of the teacher each pay period for nine months, beginning in September and ending in June of each year. Any teacher

who shall not perform services for any entire month of the school year shall have his dues reduced by one-tenth of the yearly dues for each entire month he did not work, except where the failure to perform services during any month was the result of the teacher taking any leave of absence or sick leave provided for in this contract. Upon authorization of the teacher, insurance premiums and credit union deposits shall be deducted upon such conditions as the Association and Board shall establish.

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, with the approval of each teacher whose contract is being reviewed, 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

A. It is expressly agreed that all rights which vest in and have been exercised by the Board of Education except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include by way of illustration and not by way of limitation, the right to:

1. Manage the schools business, the equipment and operations and to direct the working forces.
2. Continue its rights and past practice of assignment, direction, and scheduling of work of all of its personnel, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, transfer, discharge employees, and to determine the size of the work force and to lay-off employees.

4. To determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedule and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Determine the qualifications of employees.
6. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
7. Determine the placement of operations, production service, maintenance, or distribution of work and the source of materials and supplies.
8. Determine the financial policies, including all accounting procedures.
9. Determine the size of the management organization, its functions, authority, and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

10. Determine policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria.
11. To adopt reasonable rules and regulations.

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. It is agreed that the school year shall consist of a minimum of one hundred eighty (180) days of student instruction as promulgated by the Department of Education (it being expressly understood that in the event the one hundred and eighty (180) days of student instruction is increased the Board of Education shall have the right to expand the school calendar to achieve the minimum number of days as required by the Department of Education). In the event the state requirement of one hundred (180) days of student instruction is increased to achieve the minimum number of days as required by the Department of Education, the school calendar will be worked out in consultation with the Association. In addition, the school year shall consist of the following legal holidays when all schools will be closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day. School shall be closed Friday after Thanks-

giving and will close no later than the end of the school day of December 22, and will remain closed through New Year's Day. In addition there shall be two non-instructional work days.

HOW CONTRACT DAYS ARE APPORTIONED

Student Instruction Days	181 (Subject to Department of Education Regulation)
New Year's Day	1
Memorial Day	1
Labor Day	1
Thanksgiving Day	1
Christmas Day	1
Non-Instructional Workdays	2
	<hr/> 188

C. 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 principal's office, at least one week in advance.

D. 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 twenty-six (26) hours and forty (40) minutes clock hours of assigned teaching and student supervision, and at least four (4) hours and thirty (30) minutes of preparation time, including twenty-eight (28) minutes of passing time. The Board will strive to achieve the University of Michigan Accreditation Bureau standards relative to the number of teacher preparations per week. Teachers share in the responsibility for student supervision while on the school grounds during their regular teaching assignments and are authorized to assist in student supervision on the school grounds or at any school function whether during their regular teaching assignment or otherwise.

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. Subject area in junior and senior high school and upper (grades 4, 5, 6) or lower (Kindergarten and grades 1, 2, 3) in elementary school 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.

E. Elementary teachers will generally have a daily thirty (30) minute duty free lunch period, and a daily thirty (30) minute preparation period, however, when it is determined by the building principal because of inclement weather or other conditions that students should have a "stay-in day" the teachers will have a twenty (20) minute duty free lunch period. On "stay-in days" elementary teachers may leave the building as soon as the building is cleared of students at the end of the day. Elementary teachers shall supervise their students at noon until they reach the cafeteria. Elementary teachers will not be required to supervise recess periods more than one day per week except on "stay-in days, when the building principal will make assignments 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.

F. The administration will study with the teachers during the 1972-73 school year the feasibility of providing department heads at the secondary school and grade level heads at the elementary. Such study will include methods of selection, job description, benefits, and budgets for areas.

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 (20) minutes before the beginning of the first class period of the school day, and may leave twenty-five (25) 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. 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.
3. 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.

4. All teachers shall be expected to attend teachers' meetings as necessary.
5. It is recognized that the improvement of curriculum is part of the duties of all teachers and part of their professional responsibility.

B. Teaching Load

Because pupil teacher ratio is an important aspect of an effective educational program, the parties agree that every effort will be made to bring class sizes to the following standards dictated by financial conditions of the school district, the building facilities available, and the best interest of the children. With existing physical facilities the following are considered standards to work toward:

<u>Elementary</u>	Optimum	Maximum
Kindergarten	20	27
First-second grade	23	29
Third-sixth grade	28	32
<u>Secondary</u>		
English	25	35
Social Studies	25	36
Mathematics	30	35
Jr. High Science	30	35
Sr. High Biology	30	35
Chemistry & Physics	25	28
Business	23	28
Typing	25	30
Drafting	25	30
Vo-Ag Shop	20	25
Home Economics	20	24
Art	25	28
Physical Education	25	50
Band (60, or more at the discretion of the band director)		
Industrial Arts	16	20

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 188 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.

K. Board will provide: (1) a separate desk for each teacher, (2) space for teachers to store coats, overshoes, and personal articles, (3) chalk board in every classroom, (4) a copy of the text for the teacher, attendance books, paper, pencils, chalk and erasers and (5) within budgetary limits, the Board will provide for each teacher: lockable drawer space, storage space in each classroom for instructional materials, dictionaries in each classroom for the teachers, a gym uniform for each physical education teacher, a smock for each art and home economics teacher, a laboratory coat for each laboratory science teacher, a shop coat for each vocational and industrial education teacher. Other materials required by the teacher may be requested by the teacher to the building principal and such request will be given prompt consideration.

L. Teachers will be advised insofar as can be reasonably foreseen when any policy manual change directly related to the teaching staff is to be acted upon by the Board. The faculty will set up a principal's advisory committee each semester in each of the respective buildings, the function of which shall be to provide a group with which the respective principal may consult in relation to the foregoing and other matters pertaining to the school. The high school principal's committee will be made up of three (3) members chosen by the high school faculty with no more than one (1) member from any subject area. The elementary principal's committee chosen by the elementary faculty, will be made up of three (3) members with no more than one (1) member from any grade level.

M. No teacher attendance shall be required on Act of God days which force the closing of schools. However, teachers are encouraged to make use of these days in their buildings for purposes appropriate to their teaching assignment or the furtherance of the educational program in their assigned areas.

N. The length of the student's school day for high school students will be 8:15 A.M. to 3:05 P.M. and for the elementary will be 8:20 A.M. to 2:55 P.M.

O. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. The Board shall, as it has in the past, maintain safe working conditions.

P. The counselor will not be given substitute teaching assignments as part of his regular duties except in rare cases where classes would not otherwise be under the supervision of a certified substitute.

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 eighty (80) 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 be granted up to two and one half ($2\frac{1}{2}$) days per year to transact personal business which is of an urgent nature and cannot be transacted at another time. Each teacher's request for a personal business day shall be approved by the building principal at least one day in advance, except in cases of an extreme emergency the teacher shall notify the school before 7:00 a.m. of the day he is to be absent if at all possible, and no later than two days after return to the job the teacher shall file with the building principal a written statement concerning the reason (s) for his failure to receive approval in advance. Based on these reasons the principal shall have the discretion to waive the one day in advance approval requirement. Two (2) personal day(s) shall be deducted from sick leave. It is expressly understood that these days may not be taken during the last week of school or semester, nor may they be used to extend a vacation. The personal leave days not included already as sick leave days will also accumulate as sick leave days if unused for personal 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. Exceptions to this clause may be made in certain cases at the discretion of the Board to lengthen the working time. Said request for maternity leave shall be filed with the superintendent. When ready to return to employment a teacher will be placed in the first suitable vacancy that occurs in that teacher's area of certification. A teacher may make written

application to the superintendent for reinstatement prior to the expiration of the leave granted by the Board provided that she shall give at least seventy (70) calendar days notice in advance of the semester in which she wishes to return.

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 1972-73 school year 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. and for the M.E.A. Auto insurance program.

C. The Board shall provide group term life insurance protection in the amount of \$5,000 that will be paid to the teacher's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

D. Each teacher qualifies for a "loss of time" benefit of thirty dollars (\$30.00) per week for fifty-two (52) weeks, starting on the 29th day of illness or the first day of an accident, and fifteen dollars (\$15.00) per week for the next fifty-two (52) weeks. The second fifty-two (52) weeks benefit requires that the teacher be house or hospital confined.

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 or more times during the school year. The first no later than the end of the first marking period, the second at least before the end of the third marking period, and the third before the final evaluation is submitted to the superintendent for Board action.
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 (5) 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. Materials provided by the teacher will be placed in the teachers file. No material may be placed therein without providing the teacher with a copy, except

that it is expressly understood that confidential credentials shall not be provided or made available to teachers.

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.

B. The principals' advisory committees will establish teacher evaluation criteria at least once every two years. Such criteria, along with other criteria that may be added by the administration, will be used in teacher evaluation. All criteria will be furnished to the teachers prior to the opening of school.

ARTICLE XIV

Protection of Teachers

A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of

control and discipline in the classroom. Whenever it is determined that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it is determined that the presence of a particular student in the class will impede the education of the balance of the class because of disruptions caused by said student, the Board subject to State Law and State Board of Education Policy will relieve the teacher of responsibilities with respect to said 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.

G. The Board will adopt a discipline policy for the school system in consultation with the Principal's Advisory Committees which will contain sections governing the use of corporal punishment and suspension of students from class by a teacher.

H. The Board will, in its discretion, consider reimbursement to teachers for the loss, damage, or destruction of personal property while on duty on an individual case basis.

ARTICLE XV

Negotiation Procedures

A. The Board and Association for the life of this agreement each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement.

B. At least sixty (60) days prior to the expiration of this agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board; 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 during this sixty (60) day period and until a new agreement is reached.

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.

H. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act (General School Laws Part III, 423.201).

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 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.

ARTICLE XVII

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 may call before 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. Substitute teachers shall have minimum requirements as provided for by law. The use of regular teachers as substitute teachers shall be avoided whenever possible. In the event regular teachers covered by this Agreement are used as substitutes on a voluntary basis, said teachers shall be compensated five dollars (\$5.00) per period.

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 the 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 ten cents (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.

I. Teachers shall submit to the superintendent a letter of intent, upon request by the superintendent, which will state whether or not said teacher intends to continue his employment with the Board for the next school year. The purpose of such letter shall be to plan for the following school year and shall not be binding on the teacher.

J. All new teaching personnel shall report the day before the opening of school excluding weekends and holidays for orientation.

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

Reduction of Personnel

In the event that a reduction of personnel shall become necessary, the Board shall first retain those teachers possessing current teaching certificates with the longest period of continuous service in the school district who are the most qualified to teach in those areas or disciplines to be preserved.

In the event of lay-off, the Board will institute a recall procedure which will insure teachers that they will be recalled in the reverse order of lay-off. When a position is reopened, the laid-off teacher will be advised in writing. The teacher must notify the superintendent within ten (10) days of the notification if he is interested in rehire. If notification is not received in the prescribed time, the position will be considered open to any qualified person.

ARTICLE XIX

Duration of Agreement

This agreement shall be effective as of the first day of July, 1971, and shall continue in effect until the thirtieth day of June, 1972. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. No part of this contract is subject to reopening, except by consent of both parties.

DATE _____ BOARD OF EDUCATION

by _____
President

by _____
Secretary

DATE: _____ EDUCATION ASSOCIATION

by _____
President

by _____
Secretary

SALARY SCHEDULE

1972-1973

<u>Step</u>	<u>BA - BS with Prov. or Perm.</u>	<u>BA - BS + 13 with Prov. or Perm.</u>	<u>MA - MS with Prov. or Perm.</u>
1.	8,350.	\$8,517.	\$8,935.
2.	8,684.	8,858.	9,292.
3.	9,040.	9,221.	9,673.
4.	9,420.	9,608.	10,079.
5.	9,825.	10,022.	10,513.
6.	10,257.	10,462.	10,975.
7.	10,719.	10,933.	11,469.
8.	11,212.	11,436.	11,997.
9.	11,739.	11,974.	12,561.
10.	12,302.	12,548.	13,163.

SCHEDULE A - ADDITION TO SALARY SCHEDULE -- 1972-73

1. Teachers will be allowed previous experience up to a maximum of seven years.
Teachers will not be credited with more or less years of experience than they are entitled to under the provisions of this contract.
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 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 13 scale shall be in effect for the 1971-72 school year.
Teachers who were employed by the Board during the 1969-70 school year who had earned a Bachelor plus 15 will not be removed from the increment. 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. 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.
7. Vocational education teachers who meet the Michigan Department of Education Certification standards shall be placed on the BA-BS or higher level depending on years of classroom teaching experience.

SCHEDULE A

Athletic Director	10%	Jr. Play	200.00
Head Football	10%	Sr. Play	200.00
Varsity Ass't.	7%		
J.V. Football	6%		
J.V. Ass't.	5%		
Head Basketball	10%		
J.V. Basketball	6%		
Freshman Basketball	5 $\frac{1}{2}$ %		
J.H. Basketball 7	3%		
8	3%		
Girls Basketball	4%		
J.V. Girls Basketball	3%		
Head Track	6%		
Head Baseball	6%		
J.V. Baseball	4%		
Head Golf	4%		
Girls Softball	4%		
Cheerleading (1)	3%		
(2)	3%		
Band Director	900.00		
Yearbook	300.00		
Newspaper	400.00		
Sr. Class Sponsor	200.00		
Jr. Class Sponsor	200.00		
Soph. Class Sponsor	100.00		
Fresh. Class Sponsor	100.00		
F.H.A. Sponsor.	150.00		
Banquet Supervisor	50.00	Per banquet	
Intramural Supervisor	410.00		