

June 30, 1971

FAIRLANE SCHOOL DISTRICT  
22586 ANN ARBOR TRAIL  
DEARBORN HEIGHTS, MICHIGAN 48127

Dearborn Heights - Fairlane School District

This Agreement entered into this 30th day of August, 1968, by and between the Board of Education of the Fairlane School District, City of Dearborn Heights, Michigan, hereinafter called the "Board", and the Fairlane Education Association, hereinafter called the "Association".

WITNESSETH

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

WHEREAS the Board has a statutory obligation, pursuant to the Public Employment 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 employment, and

WHEREAS the parties, following very extended and deliberate professional negotiations, have reached certain understandings.

In consideration of the following mutual covenants, it is hereby agreed as follows:

*Fairlane School District  
4824 Lois*

*Dearborn, Mi.*

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

TABLE OF CONTENTS

	Page
ARTICLE I	
Recognition.....	1
ARTICLE II	
Association and Teacher Rights.....	1
ARTICLE III	
Membership, Fees and Payroll Deductions.....	2
ARTICLE IV	
Professional Compensation.....	3
ARTICLE V	
Teaching Hours.....	3
ARTICLE VI	
Professional Qualifications and Assignments.....	4
ARTICLE VII	
Teaching Conditions.....	5
ARTICLE VIII	
Terminal Leave.....	5
ARTICLE IX	
Leave Pay and Leaves of Absence.....	6
ARTICLE X	
Insurance Protection.....	9
ARTICLE XI	
Protection of Teachers.....	10
ARTICLE XII	
Teacher Evaluation.....	10
ARTICLE XIII	
Negotiation Procedures.....	11
ARTICLE XIV	
Professional Grievance Procedures.....	11
ARTICLE XV	
Miscellaneous Provisions.....	16
DURATION OF AGREEMENT.....	17
SCHEDULE A	
Basic Teachers Salary Schedule.....	1-A
OFFICIAL CALENDAR.....	4-A

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certificated teaching personnel under contract with the Fairlane Board of Education, whether or not assigned to a public school building, but excluding supervisory and executive personnel and office, clerical, maintenance, teachers on leave, and substitute teachers. 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. The Board agrees not to negotiate with any teacher or teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under and pursuant to 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 Constitution of Michigan and of 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. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

D. The Fairlane Education Association has the right to use the school facilities in accordance with the Board of Education Use of Building Policies.

E. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

F. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, adding machines, and all types of audio-visual equipment during office hours when such equipment is not otherwise in use. Persons using machines shall report any malfunctions to the office.

G. The Association shall have the right to post notices of activities and matters of Association concern on the bulletin boards in the teachers' study, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers.

### ARTICLE III

#### MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. All teachers as a condition of continued employment shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year, or
  2. Cause to be paid to the Association, a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations) within sixty (60) days of the commencement of employment. In the event the representation fee shall be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of the current semester. The refusal of said teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.
    - a. This provision shall be effective at such time as The Michigan Tenure Act of the State of Michigan or other applicable laws determine that failure of a teacher to comply with this type of provision constitutes reasonable and just cause for dismissal.
    - b. The Association agrees to pay one-half of the reasonable and legal expenses involved in defending any suit brought by a teacher as a result of such dismissal.

B. The deduction of Association Membership dues shall be made from the second pay check each month for ten (10) months beginning in September and ending in June of each year, and the Board agrees to promptly remit to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

C. The Board shall make payroll deductions upon written authorization from teachers for Wayne Out-County Credit Union, United Foundation, or any other plans or programs jointly approved by the Association and the Board.

#### ARTICLE IV

##### PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

C. When the schools of the Fairlane School District are closed due to inclement weather, teachers shall not be required to report for duty.

#### ARTICLE V

##### TEACHING HOURS

A. Six and three-quarter (6-3/4) hours, exclusive of lunch, shall be a regular prescribed working day for teachers in the Fairlane School District Schools. Teachers shall be scheduled to arrive ten (10) minutes before the opening of school and be at their assigned station five (5) minutes before the students are scheduled to enter. Furthermore, on days when it isn't in conflict with the teacher's duties and responsibilities, he shall be allowed to leave five (5) minutes after the dismissal of students. Teachers shall remain for a sufficient period after the closing of the pupils' school day and/or return to their building at night to attend to duties and responsibilities such as; (eg)

1. Daily preparation for effective teaching
2. Correcting students' work including examinations
3. Reporting to parents on student's performance
4. \*Attending faculty meetings (building, departmental and district-wide)  
(\*not to exceed two (2) hours per month over and above the scheduled school day)
5. Meeting with students that need additional help
6. Preparation and participation in the Annual Open House

B. Participation by teachers in activities of the school that are attended by the public such as PTA Meetings is desirable and shall be encouraged by the Association.

C. All teachers shall be entitled to a duty-free lunch period, in no event less than forty-five (45) minutes.

D. Teachers who travel between schools shall be given fifteen (15) minutes of travel time each day that traveling is required.

E. Elementary teachers will be provided at least thirty (30) minutes preparation time per day or the equivalent thereof.

F. Teachers of music, art, and physical education in the elementary schools shall have at least one forty-five (45) minute continuous study period per day.

G. Junior High teachers shall have one (1) unassigned class period per day for class preparation.

H. The obtaining of substitutes is an administrative responsibility. In the event that a substitute is not available at the time, any teacher that is required to substitute during his preparation time shall be paid at the hourly rate of  $1/5$  the substitute's current daily rate.

I. A teacher shall be permitted to substitute for another teacher when an emergency situation requires short-time supervision of an unattended teaching station.

## ARTICLE VI

### PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university.

B. Teachers who will be affected by a change in grade assignments in the elementary school grades will be notified and consulted by their principals as soon as practicable. Such changes will be voluntary to the extent possible.

C. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one copy shall be filed with the Association. The applicant shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications.

D. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the District without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the assignment will be considered vacant.

## ARTICLE VII

### TEACHING CONDITIONS

A. The teachers of Fairlane School District will not be allowed to collect money or work on CA 39 or 60's during the school hours. Jurisdiction of these duties is the responsibility of the Administrative Staff.

B. The Board shall provide for each school plant a faculty study lounge-lunchroom with an air-conditioned atmosphere, in which smoking will be permitted. The room(s) shall provide ample table and seat space for the faculty and have within it a sink with running water. A refrigerator shall be available in close proximity to the room; further, personal lavatory facilities exclusively for adult use shall be provided in close proximity to the faculty study lounge-lunchroom.

C. Adequate parking facilities shall be made available to teachers for their exclusive use during the school hours. Administrators and teachers shall make every effort to keep students out of the parking lots.

D. Adequate telephone privileges for professional use shall be available for each school.

## ARTICLE VIII

### TERMINAL LEAVE

A. In appreciation for services to the school district, a terminal leave payment of \$50.00 per year of service in the district will be paid upon retirement provided this teacher shall have been employed in the school district for ten (10) years, and is sixty-two (62) years of age or older.

ARTICLE IX

LEAVE PAY AND LEAVES OF ABSENCE

A. All teachers absent from duty on account of personal illness who are in the employ of the Board shall receive full pay for a total of ten (10) days per year. All teachers shall have twelve (12) leave days with pay, ten (10) of which may be used for personal illness and two (2) of which may be used for personal business as in C.4.

B. The unused portion of each year's leave which shall be available in future years shall not exceed the maximum of one hundred six (106) days.

C. Leaves of absence with pay chargeable against the teacher's allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for a critical illness in the immediate family.
2. One (1) day when emergency illness in family requires a teacher to make arrangements for necessary medical or nursing care.
3. Time necessary for attendance at the funeral service of a person whose relationship to the teacher warrants such attendance, but this shall be approved by the Superintendent.
4. For the transaction of personal emergency business there shall be an annual allotment not to exceed two (2) days with pay which, if not used, may be added to the accumulated sick leave days in accordance with IX B. When a personal emergency business absence will immediately precede or immediately follow a vacation period, holiday, institute day, or day of school dismissed by the Board, the teacher shall not receive personal emergency business pay allotment unless prior permission has been obtained from the Superintendent.
  - a. Personal emergency shall be defined as a serious emergency, a catastrophe, or an unusually important occurrence necessitating an absence from school; (e.g.) marriage or graduation of a member of a teacher's immediate family, required appearance in court, child born to wife.
  - b. Any employee using a personal emergency business day shall sign a statement that his absence was within the intent of the provisions of this Article.

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

1. The death of a member of the immediate family, (father, mother, brother, sister, wife, husband, own child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmothers, and grandfathers), shall permit absence of not to exceed three (3) days; provided however, that the absence shall have prior



approval by both the employee's direct supervisor and the Superintendent; and provided further, that the Superintendent may extend the absence allowance for this purpose beyond three (3) days in cases where excessive travel time is required or other exceptional circumstances exist.

2. Jury Duty- All school employees who are called to Jury Duty shall notify the Superintendent of Schools as soon as notice is received. Employees shall request the court to release them from such duty. If the teacher's request is rejected by the Court, the Board of Education will then make a request; if this fails, the Board of Education will pay the difference between the court pay and the teacher's daily rate of pay.
3. Time necessary, up to a total of six (6) teacher days per school year, for appropriate Association representatives to attend the following Michigan and/or National Education Association activities: M.E.A. Representative Assembly; M.E.A. and/or N.E.A. Officers Meetings; M.E.A. and/or N.E.A. Conventions; M.E.A. and/or N.E.A. Department Meetings and other activities recommended by the Association and approved by the Superintendent.

E. A teacher absent from work because of mumps, scarlet fever, measles, or chicken pox, shall suffer no diminution of compensation and shall not be charged with sick leave on approval of doctor's statement and the Administration.

F. 1. Unpaid leaves of absence may be granted for the following reasons:

- a. Ill health
- b. Professional study
- c. Travel
- d. Enlistment or conscription in the Armed Forces of the United States or auxiliary branches thereof.
- e. Maternity
- f. Teaching in a domestic or foreign position.

2. Procedure for requesting a leave of absence: All requests for leaves of absence shall be in writing, indicate the effective dates, state the reasons for requesting the leave, and bear the signature of the employee. Requests for health leaves shall be accompanied by a written recommendation by a reputable physician. Requests for professional study leave shall indicate the institutions the employee will attend and the tentative topics to be studied. Requests for travel leave shall include a tentative itinerary. Requests for leaves for purposes of professional study, travel, or teaching outside the District must be made by May 1 if the leave is to be in effect during the first semester of the ensuing school year or by November 1 if the leave is to be in effect during the second semester of the current school year.

In order that the Board may have maximum opportunity to employ a suitable replacement, a maternity leave shall be requested as soon as the employee learns of the pregnancy, but under no circumstances later than the end of the third month.

3. Effective starting dates: All leaves shall begin as recommended by the Superintendent and approved by the Board of Education; provided however, that maternity leaves shall usually begin not later than the end of the fifth month of pregnancy.
4. Duration: In general, leaves of absence will be granted for a maximum of one (1) year; however, the problems of temporary replacement will frequently make longer leaves necessary. Thus health, armed service, and maternity leaves will frequently extend one (1) year beyond the unfinished portion of the current year. The Superintendent shall attempt to anticipate replacement problems and make his recommendation regarding the duration of the leave to the Board accordingly.  
An employee returning from a leave of absence shall be entitled to assignment to the first available position for which he is qualified. In the event no such vacancy exists at the termination of his leave, the leave will be extended until such a time as a suitable vacancy exists; provided however, that the leave shall not be extended if the employee refuses to accept the position assigned by the Superintendent.
5. Eligibility- In order to be eligible for a leave of absence an employee must have completed a minimum of three (3) years of continuous employment with the Board of Education immediately preceding the effective beginning date of the leave. The term "year" as used in this section shall be interpreted as the employee's normal work year.
6. Provisions pertaining to salary:
  - a. No salary for services to the District during the effective dates of the leave shall be paid.
  - b. An employee on leave shall maintain his seniority or its equivalent and his rights to employee benefits accumulated before the leave became effective. An employee returning from a leave of absence for maternity, ill health, or teaching outside the District shall be paid the salary in effect at the time the leave began, plus or minus any general adjustments or changes in the salary schedule which occurred during the effective dates of the leave, plus the portion of the annual salary increment provided by the salary schedule consistent with the portion of the year completed by the employee which preceded or followed the absence, except as qualified as follows:

- (1) If the leave became effective during the first semester and extended through the second semester, no increment shall be paid;
- (2) If the leave became effective during the second semester, the employee having completed the first semester, one-half the annual increment shall be paid.
- (3) If the leave period was twenty (20) weeks or less and extended through portions of two (2) succeeding semesters, the employee having completed twenty (20) weeks or more of employment during the school year, one-half the annual increment shall be paid.
- (4) An employee on leave for service in the Armed Forces shall become eligible for an increment or a fraction thereof upon the completion of service with an honorable discharge and upon the recommendation of the Superintendent. The increment shall not exceed two (2) years of equivalent teaching experience.
- (5) An employee on leave for professional study shall become eligible for an increment not to exceed the equivalent of one (1) year's teaching experience providing he has acquired at least twelve (12) semester hours of graduate credit each semester.

## ARTICLE X

### INSURANCE PROTECTION

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

A. The Board shall provide without cost to the teacher, group life insurance protection which shall pay to the teacher's designated beneficiary the sum of \$7,000 upon ordinary death and \$7,000 upon accidental death.

B. The Board of Education shall provide without cost to the teacher, comprehensive hospitalization, medical and surgical protection to the teacher and his immediate family under the current Blue Cross/Blue Shield MVF-1 Insurance Plan with Master Medical.

C. The Board shall maintain, for the protection of each teacher, comprehensive General Public Liability Insurance in an amount not less than \$100,000.00 for each occurrence or accident. Such policy or policies shall name each individual teacher as co-assured and the entire cost of such insurance coverage shall be borne by the Board and at no expense whatsoever to any teacher. The insurance coverage for all teachers shall be broad enough to protect these teachers exposed to special and unusual hazards and risks in the course of their normal work activities, including but not limited to art teachers, athletic teachers, shop teachers, and teachers assigned from time to time to either organize, co-ordinate or supervise extra-curricular activities which are carried on, directly or indirectly under the auspices or authority of either the school, the school district, or the Board. The Board shall deliver to the Association, within ten (10) days from the date hereof, a certified copy of such insurance policy or policies, as evidence that the aforesaid insurance coverage has been properly and timely obtained as provided herein.

#### ARTICLE XI

##### PROTECTION OF TEACHERS

A. The Board will reimburse teachers for any losses, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises;

1. Clothing stolen or torn where the teacher has not been negligent.
2. Personal property used in the line of duty.

B. Any formal complaints by a parent of a student directed toward a teacher shall be called to the teacher's attention. A meeting between the parent and the teacher will be set up ( at a mutually convenient time) if requested by the teacher.

#### ARTICLE XII

##### TEACHER EVALUATION

A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Each teacher shall have the right upon request to review the contents of his own personnel file except for files from the Universities. The Administration must be represented. A Representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

1. Annual TB Report and required medical information
2. All teacher evaluation reports
3. Copies of previous years annual contract.
4. Copy of original teacher certificate
5. Letters of recommendation
6. A Transcript of academic record (it is the teacher's responsibility to obtain and submit transcript to the Board Office)
7. Tenure recommendation
8. Record of voluntary extra curricular activities

#### ARTICLE XIII

##### NEGOTIATION PROCEDURES

A. At least sixty (60) days prior to the expiration of this Agreement, June 30, 1971, the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

B. Either party may, by prior written notice given at least thirty (30) days before July 15, 1969, and/or July 15, 1970, demand negotiations with respect to Article V.E.; Article X; Schedule A Articles I, IV, VI, VIII, IX, X.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and 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 that Board of Education and by a majority of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

#### ARTICLE XIV

##### PROFESSIONAL GRIEVANCE PROCEDURES

###### A. Definitions

1. A "Grievance" is a claim based upon an event or condition which affects conditions or circumstances related to the contract.
2. The "Aggrieved Person" is the person or persons making the claim.
3. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.
4. A "Party of Interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
5. The term "days" shall mean calendar days.

#### B. Purpose

The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or proceeding independently as described in Section E of these procedures.

#### C. Structure

1. There shall be one or more Association Representatives, (Building Representatives) for each school building to be selected in a manner determined by the Association.
2. The Association's Professional Rights and Responsibilities Committee which is broadly representative, shall serve as the Association Representative. If any member of the Professional Rights and Responsibilities Committee is a party in interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
3. The Building Principal shall be the Administrative Representative when the particular grievance arises in that building.

#### D. Procedure

The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.

If the grievance is filed on or after June 1, the time limits shall be reduced in order to affect a solution prior to the end of the school year or as soon thereafter as is practicable.

##### 1. Level One

A teacher with a grievance may, within five (5) school days, discuss it with his immediate Principal, or the Superintendent in a case where the grievance arises in more than one building. This may be done individually, together with his Association Representative, or through the Association Representative.

##### 2. Level Two

a. In the event the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, he may file the grievance in writing with the Association's Professional Rights and Responsibilities Committee. The Association Representative will assist in writing the grievance.

b. Within five (5) days of receipt of the grievance, the Professional Rights and Responsibilities Committee shall decide whether or not there is a legitimate grievance. If the Committee decides that no grievance exists and so notifies the claimant, the teacher may continue to process his claim without Association support. If the Committee decides there is a legitimate grievance, it shall immediately process the claim with the Superintendent of Schools. Within ten (10) days from receipt of the grievance by the Superintendent, he shall render a decision as to the solution.

3. Level Three

In the event the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days from date of receipt of the grievance by the Superintendent, he may refer the grievance through the Professional Rights and Responsibilities Committee, to the Board of Education's Review Committee. (Only members of the Board of Education, Superintendent and Legal Counsel may be on this Committee). Within ten (10) days from receipt of the written referral by the Board, it's Review Committee shall meet with the Association's Professional Rights and Responsibilities Committee Chairman and the Association's Negotiating Team for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

4. Level Four

In the event the grievance is not satisfactorily resolved at Level Three, or if no decision is reached within the ten (10) day period, the grievance shall immediately be transmitted to the State Labor Mediation Board.

5. Level Five

a. If the grievance is not settled at Level Four, either party may, within ten (10) school days after the date of the Board's written decision at Level Four, request that the grievance be submitted to arbitration. The request for submission to arbitration shall be made by written notice delivered to the other party.

b. Within ten (10) school days after the date of a written request for arbitration, a committee of the Board, or its designated representative, and the Association shall make every reasonable effort to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within ten (10) day period herein provided, either the Board or the Association may, within twenty (20) school days after the date of the written request for arbitration, request the American Arbitration

Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

c. The arbitrator shall hear the grievance in dispute and shall render his decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree that the award of the arbitrator shall be final and binding.

d. The arbitrator shall have no authority except to pass upon alleged violations of the express provisions of this Agreement and to determine disputes involving the application or interpretation of the express provisions of this Agreement.

e. The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his judgment for that of the Board where the Board is given discretion by the terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan School Laws. The termination of probationary teachers shall not be subject to arbitration except in cases in violation of the evaluation procedure.

f. The arbitrator's fees and expenses shall be shared equally by both parties for arbitration. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

g. A complaint or dispute involving the discharge or demotion of a teacher on continuing tenure shall not be subject to grievance and arbitration procedure but shall be presented, heard, and resolved pursuant to the provisions of Act 4, Public Acts of Michigan, 1937 (Ex.Sess.), as amended (Tenure of Teachers Act).

#### E. Rights of Representation

It is further understood and agreed between the parties as follows:

1. Except as provided hereafter in sub-section (3), any aggrieved person or party of interest shall have the right and may elect to be represented by another teacher, or any other person, at all meetings and hearings and at each and every level of the grievance procedure.

2. If however, an aggrieved person or party of interest elects to be represented by a person not an officer, agent, or member of the Association, then and in such case, the Association shall have the



right to be present and represented at all meetings and hearings at each and every level of the grievance procedure for the purpose of stating and having recorded, its views relative to the subject of the grievance.

3. An aggrieved person or party of interest shall however, not be represented by a member, officer, agent, or representative of any teacher's organization other than the Association or its affiliates as the same are designated in the present Constitution of the Association.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice or record. However, if in the judgment of the Association Representative, or the Professional Rights and Responsibilities Committee, the grievance affects a group of teachers, the Professional Rights and Responsibilities Committee may process the grievance at the appropriate level.

2. The grievance discussed and the decision rendered at Level One shall be both placed in writing upon request of either party. Decisions rendered at all levels shall be in writing and shall promptly be transmitted to all parties of interest.

3. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

4. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

5. Forms for filing and processing grievances shall be designed by the Superintendent and the Professional Rights and Responsibilities Committee, shall be prepared by the Superintendent, and shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.

6. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance.

7. The Administration and/or Board of Education may use these same grievance procedures for a grievance against an employee of the Fairlane School District (within the Contract).

ARTICLE XV

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 at any time up to one (1) hour and fifteen (15) minutes before school begins and teachers report, 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. All teachers will be expected to call the School by 2:00 o'clock p.m. so as to declare their intent as to whether or not they will return to work the following day.

B. 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 terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board for the duration of this Contract.

C. Copies of the Agreement shall be duplicated by the Board and presented to all teachers. Teachers now employed by the Board shall be given a copy within fifteen (15) days after ratification by both groups.

D. 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.

ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be effective as of AUGUST 30, 1968  
and shall continue in effect for three (3) years until the 30th  
day of JUNE, 1971. This Agreement shall not be  
extended orally and it is expressly understood that it shall expire on the  
date indicated.

BOARD OF EDUCATION

Said L. Asher  
President

John W. Mills  
Secretary

EDUCATION ASSOCIATION

Charles A. Hiller  
President

Elizabeth L. Martin  
Secretary

SCHEDULE A

FAIRLANE SCHOOL DISTRICT

DEARBORN HEIGHTS, MICHIGAN

I.

BASIC  
TEACHERS' SALARY SCHEDULE  
1968-1969

YEAR OF TEACHING	B.S. DEGREE	B.S. +15* SEM. HRS.	M.A. DEGREE
1st.	\$ 7,000.	\$ 7,300.	\$ 7,450.
2nd.	7,400.	7,700.	7,900.
3rd.	7,800.	8,100.	8,350.
4th.	8,200.	8,500.	8,800.
5th.	8,600.	8,900.	9,250.
6th.	9,000.	9,300.	9,700.
7th.	9,400.	9,700.	10,150.
8th.	9,800.	10,100.	10,600.
9th.	10,200.	10,500.	11,050.
10th.	10,600.	10,900.	11,500.
11th.			11,950.
12th.			12,400.

\* Fifteen (15) semester hours must be toward an approved masters degree program.

NOTE: All persons who were on the 1967-68 B.S.+20 Schedule as of June 14,1968, shall be placed on the 1968-1969 B.S. + 15 Semester Hours Schedule.

SCHEDULE A

- II. Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever the prior service of the teacher is deemed satisfactory.
1. A teacher having completed twenty (20) weeks or more of employment, but less than thirty-five (35) weeks during the school year, shall receive credit for one-half an annual increment.
  2. A maximum of five (5) years of outside experience may be allowed.
- All teachers under contract with the Board of Education shall be placed on the step using criteria stated in One and Two above.
- III. Categorical advancement under the salary schedule shall be automatic as of September 1 or February 1 following the completion of required academic or professional courses. It is the teacher's responsibility to file an official transcript of credits with the Board Office.
- IV. Each teacher who is required to travel between schools will be paid at the rate of \$20.00 per school year for each day per week of required driving, the maximum payment being \$100.00.
- V. Pay days shall be at the close of each two week period during the school year. Ten (10) month employees may elect the option of collecting the pay over  $20\frac{1}{2}$  or 26 pay periods, and are given the further option of collecting the unpaid balance at the close of the ten (10) month school period, provided that a written request for such payment has been made to the Superintendent at least thirty (30) days before the close of school. An employee on 26 pays who leaves during the year should not expect to receive the withheld portion of his pay until one pay period after his termination unless official notification of termination is submitted thirty (30) days in advance.
- VI. A teacher is to be paid \$12.00 per day for any unused sick days above twenty-four (24) days.
1. Money to be received in their last check
  2. Pay is based on the twelve (12) days of that school year
  3. Teachers may still have One-Hundred Six (106) days accumulation
  4. The maximum amount per year cannot exceed \$144.00.
- VII. All extra curricular job openings shall be posted and final decisions shall be posted.

SCHEDULE A

VIII. In addition to the basic teacher salary as provided in the foregoing, there shall be paid the following further sums for work performed after the teaching day:

CHORUS DIRECTOR.....	(Elementary)	\$130.00
	(Junior High)	305.00
BAND DIRECTOR .....		700.00
CHEERLEADER ADVISOR .....		250.00
COACHES:		
FOOTBALL.....		520.00
BASKETBALL.....		595.00
TRACK.....		495.00
ASSISTANT COACHES:		
FOOTBALL .....		445.00
BASKETBALL.....		500.00
TRACK .....		410.00
JOURNALISM ADVISOR.....		220.00
YEARBOOK ADVISOR.....		230.00
DRAMATICS DIRECTOR.....		230.00
CROWD CONTROL (at away games).....		10.80
CROWD CONTROL (at home).....		8.65
TIMER AND SCORER AT ATHLETIC EVENTS.....		8.64
PROMOTIONAL EXERCISES ADVISOR.....		110.00
SERVICE PATROL ADVISOR .....		130.00
SAFETY PATROL ADVISOR.....		130.00
STUDENT COUNCIL ADVISOR .....		260.00
AUDIO VISUAL DIRECTOR .....		260.00

FAIRLANE SCHOOL DISTRICT  
DEARBORN HEIGHTS, MICHIGAN 48127

X. OFFICIAL CALENDAR 1969-70 SCHOOL YEAR

September 1	Monday .....	Labor Day.School Closed.
September 2	Tuesday.....	Teachers Report-- Preschool Preparation.
September 3	Wednesday .....	Schools Open-- All students one-half day.
November 26	Wednesday ....	Schools close end of day.--- Thanksgiving Recess.
December 1	Monday.....	Schools Reopen.
December 23	Tuesday.....	Schools close end of day----Christmas Vacation.
January 5	Monday.....	Schools Reopen.
January 23	Friday.....	Records Day-Junior High-First Semester Ends.
January 23	Friday.....	Conference Day -Elementary.
January 26	Monday.....	Second Semester Begins.
March 26	Thursday.....	Schools close at end of day. Spring Vacation.
April 6	Monday.....	Schools Reopen.
May 28	Thursday.....	Schools close at end of day.
June 10	Wednesday.....	Schools close end of day. Commencement-Jr. Hi.
June 11	Thursday .....	Records Day.
June 12	Friday.....	Records Day.

The children will not be in school December 22 and December 23.  
Teacher Curriculum Days shall be scheduled on December 22 and December 23.

One (1) elementary records day shall be scheduled before the Fall Conferences.