

AN AGREEMENT BETWEEN
THE BOARD OF EDUCATION, AIRPORT COMMUNITY SCHOOLS
CARLETON, MICHIGAN

AND

THE AIRPORT EDUCATION ASSOCIATION (A TEACHER ORGANIZATION)

Reserve
H. H. H.
8/31/69

Airport Community Schools Board of Education

DUPPLICATOR
BPM
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Dated: September 3, 1968

Effective

From: September 1, 1968

To: August 31, 1969

RECEIVED

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

MEA
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48823

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ARTICLE I
MASTER AGREEMENT

Page 1

AIRPORT COMMUNITY SCHOOLS, 1968-1969

This Agreement, entered into this _____ day of _____ 1968,
by and between the Airport Community School, Carleton, Michigan
(Monroe County), hereafter called the "Board", and the Airport
Education Association, hereafter called the "Association".

Witnesseth:

We agree that the board and the association will work together
cooperatively toward the best educational system possible for the
Airport Community School District.

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ARTICLE II

Recognition

Page 2

- 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 professional, certified personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, guidance counsellors, librarians, employed or to be employed by the Board, but excluding supervisory and executive personnel and office and clerical employees. The term "teacher" when used hereafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined and reference to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. This Agreement is for one calendar year. Nothing contained herein shall be construed to prevent any individual teacher, nor a member of the Association, 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, provided that the Association has been given opportunity to be present at each adjustment. Teachers, who are members of the Association, must present their grievances through the Association.
- C. Within (30) days of the beginning of their employment, each year, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments

of the Association (including the National Educational Association and the Michigan Education Association) upon such conditions as the Association shall establish. Such sum shall be deducted as dues from the first one or first ^{ten} ~~ten~~ first of the month salaries of all such teachers and remitted to the Association.

- D. 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 civil service laws and regulations. Nothing contained herein shall be construed to deny or restrict to the Board, rights they may have under the Michigan General School Laws. The rights granted to teachers and to the Board, hereunder, shall be deemed to be in addition to those provided elsewhere.

A. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, religion, creed, sex, marital status, or national origin.

The Association recognizes that abuse of sick leaves, or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association shall use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

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 rules or delinquency in professional performance. When a request for such representation is made, ^{Needs To} ~~no action shall be taken with respect to the~~ teacher until such representative of the Association is present.
be changed

No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association.

Teacher Rights and Management 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, provided all activities of the Association shall be carried on during lunch or after school hours. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages 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. Further, the Association agrees that it will not directly discourage or deprive or coerce any non member teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any non-member teacher with respect to employment by reason of his non-membership in the Association, his lack of participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or

- B. The Board specifically recognizes the right of its employees appropriately to invoke Articles XVII and XXII (Negotiation procedures and Professional Grievance Negotiation Procedure) respectively.
- C. The Association and its members shall have the same right to use school building facilities as do all organizations of the community. Established regulations and procedures are outlined in Board policy. The Association will be permitted to distribute their own information throughout the school mail distribution system. All such information must be identified as Association literature and a copy sent to the superintendent. Association literature may be posted on faculty room bulletin boards if properly identified. Posting elsewhere is prohibited. Use of the intercom, voice communications system for announcements of the Association is prohibited.
- D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and other information pertaining to finance.
- E. The Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

ARTICLE V

Professional Compensation

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- A. The salaries of the teachers covered by this Agreement are set forth in Schedule A which is attached to this Agreement. Such a salary schedule shall remain in effect during the one year term of this Agreement, provided, however, that upon written notice to the other party at least sixty (60) days prior to the first day of May of each calendar year of this Agreement either party may request the reopening of negotiation of the next calendar year salary schedule.
- B. The salary schedule is based upon a normally weekly teaching load as hereinafter defined:
- a) Starting day is defined by the calendar.
- C. A teacher, summoned by a member of the administrative staff, during the school day, in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, shall be released from regular duties without loss of salary.
- D. A teacher shall be released from regular duties without loss of salary at least one day per year for the purpose of participating in area or regional meetings of the Michigan Educational Association as authorized by the State Department of Education.

Teaching Hours and Class Load

A. No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave 15 minutes after close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher. When conditions necessitate, a teacher may seek permission from building principal to leave earlier than the established leaving time.

B. The normal weekly teaching load in the junior and senior high school will be 25 teaching periods and five unassigned preparation periods or not to exceed 5 hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for purposes of the Article. The normal weekly teaching load for the elementary schools will be 30 teaching periods or not to exceed 5 hours of pupil contact per day.

1. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to one-half hour. Upon presentation of an acceptable schedule, agreeable to both the high school teachers and the administration this can be changed.

2. The elementary teachers will be entitled to a duty free uninterrupted lunch period of one half hour.

3. The elementary teachers will be entitled to two fifteen (15) minute relief periods each day plus an additional one-half hour at lunch time which will be considered as equivalent to the high school

teachers preparation period.

4. The elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.

- C. Teachers of music, art and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counsellors and all special education teachers shall provide d with relief and preparation time to the same extent as other teachers in the district.
- D. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- E. If a teacher shall teach more than the normal teaching load as set forth in this Article he shall receive additional compensation at his hourly rate for each teaching period in excess of such norms. The hourly rate shall be calculated thusly: basic salary (on step) divided by 20, (20 pay periods) divided by 10, (10 days per pay period) divided by 6 (5 teaching periods plus one preparation period.) Teachers need not accept extra classes unless he so desires.
- F. At the request of the teachers in any particular building, the superintendent will attend a building meeting of teachers and administrators to discuss the philosophy of democratic procedures of group decision. In addition, if the teachers so wish, the superintendent will conduct a demonstration meeting, in which an agreeable procedure will be set up for democratic operation at future meetings.
- G. It is the responsibility of each individual teacher, as well as the board, to provide the highest degree of educational program

practicable for every boy and girl in the school district. This includes, on the part of the teacher,

1. Careful daily preparation, including:

- a. Adequate lesson plans for at least each Monday thru the
Next Monday
- b. Seating charts of students available at all times.
- c. Whenever such (a and b) are not available the teacher
involved will be required to deposit such in the building
office no later than each Friday until such time as the
administrator is satisfied.

2. Attendance at all staff meetings.

3. Acceptance by the teacher that he has an obligation to the
student to consider the teacher "on duty" at all times the
teacher is in the school building, or on school grounds, in
regards to discipline and control of students.

H. Assignment of teachers shall be made by the Administration
based on priority to teachers' academic training (i.e. major and minor
fields of study) and his years of service in the district. This
statement applies only to applicats applying for vacancies.

Teaching Conditions

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible to meet the following standards; whenever facilities and financial resources are available.

If certain grades do exceed these maximums, the parties shall see if pupils could be transferred to another school where these grade levels are not overcrowded.

1. <u>Elementary</u>	<u>Maximum</u>
Kindergarten	25
First-Second Grade	25
Third-Sixth Grade	30
2. <u>Secondary</u>	<u>Maximums</u>
English	30
Social Studies	30
General Education	30
Mathematics	30
Science	30
Languages	30
Business	30
Typing	30

Industrial Arts	20
Drafting	30
Vocational Shops	20
Homemaking	20
Music	40
Art	25
Physical Education	40
Hygiene	25

- B. The Board recognizes that appropriate texts, library reference facilities, maps, and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The selection and proposed use of these educational tools will be the product of a teacher-administrative committee. Said committee may be organized for a specific purpose upon the request of the Association or the Board. Implementations will be the responsibility of the Board whenever the teachers and the administration are in agreement.
- C. To relieve teachers of cafeteria, patrol and bus duty, the Board agrees to engage a sufficient number of full time and part time aides in the Jr-Sr High School and the Elementary schools. The aides will handle playground supervision, inventorying of supplies and equipment not in the classroom, duplication of teaching materials (teachers will make their own masters), scheduling of audio-visual equipment, collecting moneys for milk and lunch, attendance, and similar non-professional responsibilities. Under other than ordinary conditions, the teachers will help the aides in carrying out their duties.
- D. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

- E. All future building plans will include adequate lunchroom, restroom, and lavatory facilities for the teachers use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.
- F. Telephone facilities shall be made available to teachers for their reasonable use. All toll calls shall be made at the teachers expense.
- G. Adequate parking facilities shall be made available to teachers for their exclusive use.
- H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such teachers. The private and personal life of any teacher is not within the appropriate concern of attention of the Board, except as it can seriously affect the professional rights, duties and responsibilities of the teachers. Likewise, the private and personal life of any Board of Education member is not within the appropriate concern or attention of any teacher or the Association, except as it can seriously affect the rights, duties, and responsibilities of the Board of Education member.
- I. 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 an 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

I. or national origin and to seek to achieve full equality of educational opportunity to all pupils.

Qualifications and Assignment

A. All teachers shall be given written notice of their schedules for the forthcoming year no later than the preceding first day of June. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.

B. Any assignments in additions to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall not be obligatory, but shall be with the consent of the teacher. Preference in making such assignments will be given to teachers regularly employed in the district.

Vacancies, Promotions and Transfers

- A. 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 of which shall be filed with the superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. 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 position will be considered vacant.
- C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association which shall solicit applications from interested teachers, and shall promptly advise the

superintendent of applicants for such position. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior. "Service" in the district, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status, and shall include all periods when the teacher was on sabbatical or professional leaves of absence.

D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

F. No position under this Article shall be filled until the Association has been given at least ten calendar days written notice thereof.

Illness and Disability

A. At the beginning of each school year each teacher shall be credited with sick leave allowance ¹ to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year up to a maximum ²

Notes 1 and 2 - The average of all those school districts which touch the Airport boundaries as of September 1968.

B. A teacher may apply any earned sick days against any sick days in which pay was previously withheld. This rate of pay will revert back to the salary schedule of the year in which the pay was originally withheld.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year and the Board may renew the leave each year upon written request by the teacher.

- A. Any teacher whose personal illness extends beyond the period compensated under Article V shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from said leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
- B. Leaves of absences with pay, chargeable against the teachers sick leave allowance, shall be granted for the following reasons:
1. For a critical illness in the immediate family. "Immediate family" shall be defined as a spouse, children, parents, brother, sister or parent-in-law, or anyone who resides in the household.
 2. One day per year when emergency illness in the immediate family requires a teacher to make arrangements for necessary medical or nursing care.
- C. Leaves of absence with pay, not chargeable against the teacher's allowance shall be granted for the following reasons:
1. Absence when a teacher is called for jury duty. The Superintendent shall be notified immediately.
 2. Court appearances as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed to attend any proceeding.
 3. Visitations at other schools or for attending educational conferences or conventions approved by the Board.
 4. Time necessary to take the selective service physical examination.

5. Such portion of the day or days as is necessary for--

- a) attendance at a ceremony to receive a degree
- b) attendance at the funeral service of a person

whose relationship warrants such attendance.

- c) attendance at a ceremony awarding a diploma or degree to a member of the immediate family.

6. A maximum of two (2) days per school year for the conduct of personal affairs which cannot normally be handled outside of school hours. A teacher planning to use a personal leave day or days shall fill out a written request form and present it to his building principal twenty-four hours in advance. The principal shall return the written request form, indicating approval or disapproval, with the signature of the principal and date. Reasonable restriction can be expected for any personal leave request for a school day immediately before or after a holiday, weekend, or vacation period.

D. Leaves of absence, without pay, will be granted upon application. Each application will be decided by the merits involved.

E. A maternity leave of one year shall be granted without pay.

F. A military leave of absence shall be granted to any teacher who shall be inducted into 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 of the school system. Teachers on military leave must return with-

in sixty (60) days of discharge.

G. The Board shall grant a leave of absence, not to exceed one year, without pay, to any teacher to campaign for, or serve in, a public office.

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Sabbatical Leave

- A. A committee consisting of two representatives of the Airport Education Association and two representatives of the administration shall make a study of the uses and problems connected with Sabbatical Leave.

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Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated three times during the school year: one month following the teacher's commencement of service (no written report), two months after the teacher's commencement of service, and ninety days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once every two years.
- B. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.
- C. Each observation shall be made in person for a minimum of thirty consecutive minutes. All monitoring or observation of the work 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 systems and similar surveillance devices shall be strictly prohibited.
- D. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth.

- E. No later than March 15th of each probationary year the final written evaluation report will be furnished to the superintendent covering each probationary teacher. 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. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy sent to the Association and provide for a hearing when requested.
- F. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- G. Sometime during the week in which March 15th falls, a meeting of administrators and representatives of the association shall meet to discuss all kprobationary teachers and their recommendations for further employment. Whenever administrators and the Association disagree on a conclusion, each will write separate recommendation and forward such to the superintendent. Agreeable conclusions will also be forwarded to the superintendent. Negative reports and conclusions will be forwarded immediately. At least two (2) Board of Education members shall attend this joint meeting.

Curriculum Review Committee

- A. At the request of the Board or the Association, a curriculum review committee may be established. Its membership shall be composed of teachers concerned with the topic under review and administrators concerned. No committee will be concerned with more than one topic. The goals and objectives of the committee will be set forth in writing. When the committee report is completed, the report will be presented to that group of teachers and administrators concerned, for discussion, by the committee chairman. Thereafter, a final report, in the form of a recommendation, will be made to the Board of Education, by the chairman.
- B. A half day will be used during the first week of October, for a general meeting of all teachers. From this meeting shall come suggestions of "topics for review". A committee of the administration and the association shall pick out the most urgent topics and form committees of study.
- C. One half day will be used during the first week of April, for a general meeting of all teachers. At this meeting a report will be given to all the teachers, by each committee chairman.
- D. During the school year, committees will meet whenever their time allows them. Special requests may be made to the superintendent, for released time of committee members, for the purpose of completing committee assignments.

DUPLICATOR

Student Discipline and Teacher Protection

- A. Since the teacher's authority and effectiveness in his classroom are undermined when students discover that there is insufficient administrative backing and support of the teacher, 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. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive affect of the violation makes the continued presence of the student in the classroom intolerable. In such cases,

the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

- D. Suspension of students from school may be imposed only by a principal or his designated representatives. School authorities will endeavor to achieve correction of student misbehavior through counselling and interviews with the child and his parents when warranted. All efforts will be made to solve the problem to the satisfaction of teacher or teachers involved and suspension of the pupil will be the last resort.
- E. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- F. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- H. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice there of be included in said teacher's file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

Special Teaching Assignment

- A. Assignments for the Adult Education, Driver Education, and Summer School programs will be made by the Board on the basis of preference to teachers possessing valid provisional and permanent teaching certificates regularly employed in the district during the normal school year. Priority will be given to the teachers' academic training (i.e. major and minor fields of study) and his years of service in the district. A deadline for employment will be announced. All vacancies after the deadline will be filled from any source available. No teachers shall be required to work a split shift or to teach less than three hours in any Summer School program.
- B. The Board agrees at all times to maintain an adequate list of substitutes teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. Teachers shall call in to report unavailability for work no later than one hour before regular reporting time. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- C. A teacher's hourly rate is to be determined by dividing his basic salary for the year by 20, divided by 10, divided by 6.
- D. Teachers involved in extra duty assignment set forth in Schedules B 1 and 2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation.
- E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance which is the same as paid administrators.

Negotiation Procedures

- A. It is contemplated that matters not specifically covered by this Agreement but common to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon the request by either party to the other.
- B. At least sixty (60) days prior to the first day of May the parties will likewise begin negotiations for a new Agreement covering wages, hours, and conditions of employment of teachers employed by the Board.
- 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 the majority of the Board of Education and by a majority of the membership 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, consider proposals, and make concessions in the course of negotiations or bargaining, 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 or take other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of a contract.

Orientation of New Teachers

Part A-- The Board and the Association will provide a two day orientation program for all new teachers and second semester probationary teachers in the school district. Two representatives of the Board and two representatives of the Association will comprise the committee.

Part B-- The planning of this program will be completed by the end of the preceeding school year.

Part C-- The committee will see to it that the program does not interfere with the probationary teachers duties to her students, her fellow teachers, her administrators.

DUPLICATOR

Reductions in Personnel

A. In the event it becomes necessary to eliminate a department, grade level or teaching position, the board shall, after consultation with the administrative staff, follow the procedure outlined below:

1. Rank all teachers in that department or grade level, who hold a permanent or provisional teaching certificate, by seniority of service. Next in rank will be all teachers in that department or grade level who hold other certificates, by seniority of service.

2. All teachers who hold a permanent or provisional teaching certificate, when released from a department or grade level, will be given first consideration in filling vacancies in other areas where they are certified to teach. They will displace teachers who do not hold a provisional or permanent certificate, providing all qualification of the certification code are met.

3. Teachers holding a permanent or provisional teaching certificate, whose teaching position has been eliminated, and is reassigned elsewhere, may file a request yearly, to reassignment to the original position, if and when it is reinstated.

Agency Membership

All teachers shall 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 Association) within sixty days of the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with the conditions, shall notify said teacher that Article XX of the Master Agreement calls for all teachers to pay the Association a fee equivalent to the dues and assessments and said teacher should honor the Master Contract Agreement.

DIRECTOR
BEM
A-1-NON-AT

ARTICLE XXI

INSURANCE PROTECTION

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

1. The Board agrees to pay a total of \$10.00/month per teacher toward Health and Hospitalization Insurance when the following conditions exist:

a. said teacher is enrolled in a group insurance plan that is approved for payroll deduction by the Board of Education.

b. said teacher must draw a pay check, during the first pay of the month, that is greater than the hospitalization and health insurance deduction.

Professional Grievance Negotiation Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of the law (except a statute specifically establishing a procedure for redress) relating to wages, hours and conditions of employment, may file a written grievance with the Board or its designated representative. The Board hereby designates as its representative for such purposes the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.

B. The procedure is as follows:

1) A teacher with a grievance shall discuss it with his immediate supervisor or principal. He may present the grievance individually or together with his Association representative or through the Association representative.

2) In the event the aggrieved person is not satisfied with the disposition of his grievance 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. The Association representative will assist in writing the grievance.

3) Within five (5) days of receipt of the grievance the Association will decide whether or not there is a legitimate grievance. If the Association decides that no grievance exists, they shall so notify the claimant.

The teacher may continue to process his claim, in writing, with his immediate supervisor or principal, without Association support. If the Association decides there is a legitimate grievance, it shall immediately process the claim with the claimants supervisor or principal. Within five (5) days after receipt of the written grievance the supervisor or principal shall render a decision as to the solution.

4) In the event the aggrieved person is still not satisfied or no decision has been rendered, the grievance may be referred to the superintendent for consideration. Within five (5) days after receipt of the written grievance the superintendent shall render a decision as to the solution.

5) In the event the aggrieved person is still not satisfied or no decision has been rendered, the grievance may be referred to the Board of Education. Within two weeks (14 days) after receipt of the written grievance the Board of Education shall render a decision as to the solution.

6) In the event the grievance is still not satisfactorily resolved or if no decision is reached, any party concerned may transmit the grievance to the State Labor Mediation Board.

7) In the event the grievance is still not satisfactorily resolved after mediation or if an impasse occurs either party may ask for fact finding.

8) If after fact finding, the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before

an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

9) The fees and expenses of the arbitrator shall be shared equally by the parties concerned.

Miscellaneous Provisions

- A. No polygraph or lie detector devices shall be used in any investigation of any teacher or pupil.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this agreement.
- C. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. This agreement shall supercede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supercede any contrary or inconsistent terms contained in any individual teacher contracts therefore 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.

- E. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs effecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to the general publication.
- F. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Board shall deal with ethical problems arising under the code of Ethics of the Michigan Association of School Boards in accordance with the terms thereof and the Association recognizes that the Code of Ethics of the Michigan Association of School Boards is considered by the Board and its membership to define acceptable criteria of Board members behavior.
- G. Copies of this agreement will be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.
- H. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be 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.

1968-69 Salary Schedule

Yrs of Teaching	Non-Degree	Life Cert.	Bachelor's Degree	Master's Degree
1st	5700	6000	6300 ²	6800
2nd	6000	6300	6600	7100
3rd	6300	6600	6900	7400
4th	6600	6900	7200	7700
5th	6900	7200	7500	8000
6th		7500	7800	8300
7th	6-11	7900	8200	8600
8th	Cost of	8300	8600	9000
9th	Living	8700	9000	9400
10th	increase	9100	9400	9900
11th	only, ¹	9500	9800	10400

Airport

Special Education Teachers: Fully certified special education teachers --- \$300 additional

1. U.S. Dept. of Labor based on September of current contract year.

2. Base is defined as \$6300.

II Credit for Teaching Experience:

Credit will be given on the salary scale for each year of actual teaching experience (substitute teaching will not count) during the five years previous to employment in the Airport Community School System.

III Evaluation of Teaching Experience:

Credit for experience outside the school system shall be evaluated by the Board and credit shall be allowed whenever prior service of the teacher is deemed satisfactory. No credit that is granted will exceed five years of outside service.

IV Increments:

Increments become effective September 1 of each year. Advancement under the salary schedule shall be automatic as of September 1 following completion of required academic or professional courses.

V Tuition:

The Board shall pay \$20 per hour for courses previously approved by them. The Board will not pay for any course required by the State of Michigan for a provisional or permanent certification. To qualify the teacher must demonstrate the course will be of help in his teaching field.

In addition to the basic teacher salary as provided in the foregoing, there will be paid the following further sums:

Athletic Director	12% of base
1 Head Varsity Football Coach	10% of base
1 Assist Varsity " "	7% of base
1 Head Reserve Football Coach	7% of base
1 Assist " " "	5% of base
1 8th grade Football Coach	5% of base
1 7th grade Football Coach	5% of base
1 Head Varsity Basketball Coach	10% of base
1 Reserve Basketball Coach	7% of base
9th grade " "	5% of base
8th grade " "	5% of base
7th grade " "	5% of base
1 Head Baseball Coach	7% of base
1 Reserve Baseball Coach	5% of base
1 Head Track Coach	7% of base
1 Cross Country Coach	5% of base
1 Golf Coach	5% of base
1 Director of Intra-murals	5% of base
1 Band Director	10% of base
1 G.A.A. Advisor	10% of base
Cheerleader Advisor	3% of base
Reserve Cheerleader Advisor	2 %of base
Senior Class Advisor (2)	3% of base (each)
Junior Class Advisor (2)	3% of base (each)
Driver Training	\$4.10/ hr.
Play Director (2 plays)	3% of base
Voc Graphic Arts Teacher	B.A. degree schedule

All of the assignments will be made by the principal involved. Upon written statement, by the principal, that the assignment has been completed, the teacher will be paid in a lump sum, for the assignment.

VII. Athletic Coaching Assignments:

All athletics in the Airport Community High School are under direct control of the Principal, in accordance with the Michigan High School Athletic Association. The Athletic Director shall be appointed by the Principal and shall make recommendations to the Principal as concerns all phases of the athletic program, including the assignment of coaches. The Principal, with the recommendation of the Athletic Director shall assign all coaches.

VIII. Miscellaneous

The Board shall have the right to establish, evaluate, change and obsolete jobs, providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specifications and classification, the Board has the right to develop and establish such new or revised job descriptions, specifications and classifications, rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the Board shall establish the job description.

The Board will notify the Association of such new or changed jobs and will within thirty (30) days after such new or changed job is established, meet with the Association to negotiate the rate and classification.

Month ^h	M	T	W	Th	F	
Aug				29	30	Orientation
Sept	2	3	4	5	6	Labor Day Sept 4 School Begins
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
Oct	30	1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	State Institute
End of the first period			33 days in membership		32 days of instruction	
	21	22	23	24	25	
Nov	28	29	30	31	1	
	8	9	10	11	12	
	19	20	21	22	23	
	24	25	26	27	28	
	29	30	1	2	3	Thanksgiving Recess
Dec	2	3	4	5	6	
End of 2nd period			34 days in membership		33 days of instruction	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	25	26	27	
	30	31	1	2	3	Christmas Recess
Jan.	6	7	8	9	10	
	13	14	15	16	17	
	20	21	22	23	24	
	27	28	29	30	31	Marking Day & Conferences
End of the third period			29 days in membership		29 days of instruction.	

Heath	1	2	3	4	5
Feb	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
March	3	4	5	6	7
	10	11	12	13	14
	21	22	23	24	25

End of 4th period 30 days in membership 30 days of instruction

	17	18	19	20	21
	24	25	26	27	28
April	31	1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
May	28	29	30	1	2

End of 5th period 34 days in membership 33 days of instruction

	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
					Memorial Day

June 2 3 4 5 6 5th Commencement & Recording Day

End of 6th period 38 days in membership 38 days of instruction

Total 184 days of membership 180 days of instruction



PROBATIONARY TEACHER CONTRACT OF EMPLOYMENT

This Agreement Made this day _____ 19____ between _____

Legal Name of School District

hereinafter called the District, and _____

hereinafter called the Teacher. For the school year _____

WITNESSETH:

- CERTIFICATION**—It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
- EMPLOYMENT AND DUTIES**—Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract. The Teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.
- TENURE ACT**—The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended).
- COMPENSATION**—The District agrees to pay a basic annual salary as a Teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
- EXTRA DUTIES**—It is understood between the parties that a Contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 4, Michigan Public Acts of 1937, extra session, as amended.
- SICK LEAVE**—The Teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
- PROBATIONARY STATUS**—The Teacher is herewith retained on a PROBATIONARY basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended), said probationary period of _____ duration. Continuing Tenure is not herein afforded to the Teacher at this time, but is specifically withheld pending satisfactory performance during the probationary period.
- The Provisions of this contract are subject to the terms and conditions to be determined in the master agreement if developed, between the _____ and the Board of Education.
- CONTRACT AND FINANCIAL INFORMATION:**

Base Annual Salary \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL SALARY \$ _____

Length of Contract	Starting Date	Termination Date

Said sum (total salary) shall be paid in equal installments, the first payment to be made about _____ 19____ with subsequent payments to be made as follows:

IN WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.

TEACHER

BOARD OF EDUCATION

Signature _____

Print or type name _____

Address _____



ANNUAL SUPPLEMENT TO TEACHER TENURE CONTRACT

LEGAL NAME OF SCHOOL DISTRICT _____

DATE _____

(INSERT NAME AND ADDRESS OF TEACHER ABOVE)

Base Annual Salary \$ _____

Length of Contract	Starting Date	Termination Date	Number of Installments

This is a supplement to the teacher tenure contract
signed on _____
and is subject to all provisions contained therein.

TOTAL SALARY \$ _____

Said sum (total salary) shall be paid in equal installments, the first payment to be made about
19____ with subsequent payments to be made as follows:

Additional Provisions:

NON-TEACHER

TEACHER

Signature _____

Address _____

Telephone _____

Authorized Signature(s) for the Board of Education _____

**TEACHER TENURE
CONTRACT OF EMPLOYMENT**



This Agreement Made this day, _____ 19____ between _____

Legal Name of School District

hereinafter called the District, and _____

hereinafter called the Teacher. For the school year _____

WITNESSETH:

1. **CERTIFICATION**—It is represented that the said Teacher holds all certificates and other qualifications required by law to teach in said School District and hereby contracts to be employed by said District in the capacity hereinafter designated, for the Contract period hereinafter set forth. This Contract shall terminate if the certificate shall expire by limitation and shall not immediately be renewed or if it shall be suspended or revoked by proper legal authority.
2. **EMPLOYMENT AND DUTIES**—Said Teacher agrees to perform the duties required of the Teacher by law and to obey and fulfill the rules and regulations as established by the Board of Education of the District and to carry out its education program and policies during the entire term of this contract. The Teacher is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education.
3. **TENURE ACT**—The Teacher agrees to obey the provisions of the School Code, including provisions of the Tenure Act (P.A. No. 4 of 1937, extra session, as amended).
4. **COMPENSATION**—The District agrees to pay a basic annual salary as a Teacher in installments in the amount and term of months designated below. The District shall be authorized to make such payroll deductions as shall be required by law or authorized by the teacher.
5. **EXTRA DUTIES**—It is understood between the parties that a Contract stipulating extra compensation, for a teacher performing extra duties, has a non-tenure status. For a teacher who has attained continuing tenure, failure of the Board of Education to re-employ such teacher in a capacity other than as a classroom teacher shall not be deemed a demotion within the provisions of Act 3, Michigan Public Acts of 1937, extra session, as amended.
6. **SICK LEAVE**—The Teacher will be afforded the same emergency and sick leave of absence granted to teachers under the policies established from time to time by the Board of Education of the District.
7. **TENURE STATUS**—The Teacher is herewith retained on a Tenure basis as defined in the Tenure Act (Act 4, Public Acts of 1937, extra session, as amended).
8. The Provisions of this contract are subject to the terms and conditions to be determined in the master agreement, if developed, between the _____ and the Board of Education.

9. CONTRACT AND FINANCIAL INFORMATION:

Base Annual Salary \$ _____
 _____ \$ _____
 _____ \$ _____
TOTAL SALARY \$ _____

Length of Contract	Starting Date	Termination Date

Said sum (total salary) shall be paid in equal installments, the first payment to be made about _____ 19____ with subsequent payments to be made as follows:

IN WITNESS WHEREOF the parties hereto have set hereunto their hands and seals this day and year above written.

TEACHER

BOARD OF EDUCATION

Signature _____

Print or type name _____

Address _____

Authorized Signatures

Duration of Agreement

This Agreement shall be effective as of September 1, 1968 and shall continue in effect until the 31st day of August 1968. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

Dated this third day of
September, 1968.

AK-NON-AT
DUPPLICATOR