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1969-70

AN AGREEMENT BETWEEN
THE BOARD OF EDUCATION, AIRPORT COMMUNITY SCHOOLS
CARLETON, MICHIGAN
AND
THE AIRPORT EDUCATION ASSOCIATION (A TEACHER ORGANIZATION)

Airport Community Schools Board of Education

Date:

Effective

From: Sept. 1, 1969

To: Aug. 31, 1970

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

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Article I

Master Agreement

Airport Community Schools 1969-1970

This Agreement, entered into this _____ day of _____ 1969 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.

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all 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 Education Association and the Michigan Education Association) upon such conditions as the

Association shall ~~be~~ establish. Such sum shall be deducted as dues from the first one or first ten, first of the month salaries of all such teachers and remitted to the Association. A teacher may elect ~~to~~, at the beginning of the school year, take his salary on a 20 or 26 week pay basis.

D. Nothing contained herein shall be construed to deny or restrict to any teacher, or Board of Education; rights they may have under the Michigan General School Laws, or applicable Civil Service Law and Regulations. The rights granted to teachers and to the Board, hereunder, shall be deemed to be in addition to those provided elsewhere.

Professional Responsibilities

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.

B. The Association recognizes the abuse of sick leave, 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, by instituting proceedings against the offending teacher.

C. Before a teacher is reprimanded, warned or disciplined, the principal will state that "this is a reprimand and you are ~~h~~erein informed that you have a right to have a representative of the Association present." On all other occasions at which the above statement is not made, it shall be considered not to be an official reprimand, a warning, or discipline. All Official reprimands shall be placed, in written form, in the employees file. All parties concerned, shall be furnished a copy of the written statement. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. 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 of Education, or representative thereof, shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for the disciplinary action will be made available to the teacher and the Association.

ARTICLE IV

Teachers 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 proceeding.

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 ^{its} ~~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 on school grounds 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.

Professional Compensation

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 negotiations of the next calendar year salary schedule.

B. The salary schedule is based upon a normal 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.

ARTICLE VI

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 the close of the pupils' regular school day. Teachers may leave on days preceding vacation, immediately after the room is cleared of students. For the purpose of clarification, a school day (teacher working day) is defined as follows:

1. The time between reporting to work and leaving will be seven and one-quarter hours ($7\frac{1}{4}$). Adequate preparation room shall be made available to each teacher in his building. If during the grievance procedure it is determined adequate preparation room is not available, then a teacher shall be released to seek his own preparation room outside the building with no loss in pay or other benefits.
2. All teachers shall spend five clock hours in pupil contact.
3. All teachers shall have thirty (30) minutes for lunch.
4. Jr. Sr. High School teachers shall have one hour of preparation time. Elementary teachers shall have the lunch hour extended one-half ($\frac{1}{2}$) hour and two fifteen (15) minute recesses in lieu of Jr-Sr School preparation time.

Teachers are encouraged to remain for a sufficient period after the close of the pupil 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 necessitates, a teacher may seek permission from the 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 be provided 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). A teacher 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, not to exceed one month, ^{except the} ~~and~~ second offense ^{wherein} (within the same school year), the principal shall use his discretion.

2. Attendance at all staff meetings, unless prior arrangements are made with building principals..
A specific day and time of each week shall be designated for each building meeting.

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

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

ARTICLE VII

TEACHING CONDITIONS

A. 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.

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 below the maximum stated; 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.

<u>1. Elementary</u>	<u>Maximum</u>
Kindergarten	25
First-Second Grade	25
Third-Sixth Grade	30
<u>2. Secondary</u>	<u>Maximum</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 (teachers shall do attendance and membership---excluding column #6 --- at the end of each reporting period.)

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. The Board shall seek and consider all recommendations which teachers shall make as concerns future building and remodeling.

F. Telephone facilities shall be made available to teachers for their reasonable use. All personal 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 professional employment of such teachers. The private and personal life of any teacher is not within the appropriate concern or 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 conditons 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 or national origin and to seek to achieve full equality of educational opportunity to all pupils.

J. A copy of Master contracts with other employees of the district shall be made available to the Association.

Qualifications and Assignment

A. All teachers shall be given written notice of their Assignments by subject and particular grade 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 based on seniority and academic training(i.e. major and minor fields of study).

ARTICLE IX

Vancancies, Promotions and Transfers

A. The Board recognizes that it is desirable, in making assignments, to consider the interest 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 with/out undue disruption to the existing instructional program. If the Superintendent in his reasonable judgement 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 positions. 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

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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.

ARTICLE X

Illness and Disability

- A. At the beginning of each school year each teacher shall be credited with sick leave allowance amounting to ~~twelve~~ (12) days 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 of 107 days.
- B. A teacher may apply any earned sick days against any sick days 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.
- D. A teacher, who is ill and does not wish to have sick leave credit used may do so by taking a deductible day.
- E. Upon request from the Board the teacher shall furnish the Board with a written statement from the doctor attesting to his inability to return to work, after five continuous days off.

ARTICLE XI

Leaves of Absence

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 teacher's 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 ^Awitness 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 within 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.

ARTICLE XII

^A
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.

ARTICLE XIII

Teacher Evaluation

- A. The work performance of all probationary teacher shall be evaluated three times during the school year. During the first six-week period all probationary teachers will be observed and an oral conversation with the probationary teacher shall take place within twenty-four hours. During the second or third six-weeks, the probationary teacher will be observed and a written report will be given the probationary teacher within ten days. During the fourth six-weeks period another observation of the probationary teacher will take place. A written report will be furnished to the teacher and the association. A conference will be held with each probationary teacher when the written report is submitted. At the request of the teacher, the association or the administration, a tenure teacher shall be observed and evaluated.
- 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. All evaluations shall be based upon valid criteria for evaluating professional growth. The following shall be considered as valid criteria for evaluation:

1. student rapport--how well students respond to the teacher.
2. Preparation--teaching materials, flexibility.
3. presentation--voice, gestures, expression.
4. teacher evaluation of pupils.
5. professional conduct as defined in the MEA Code of Ethics.

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. A joint committee shall be set up at the request of the Association or Board or Administration to investigate ways of improving the probationary/tenure structure.

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 probationary teachers and their recommendations, administrators for further employment. Whenever administrators and the Association disagree on a conclusion, each will write separate recommendations 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.

H. There shall be a tenure sponsor for each probationary teacher for the duration of the probationary period. The local tenure sponsor must be a tenure teacher appointed by the Association on or before the first faculty meeting at the beginning of the school year. The local tenure sponsor shall make the newcomer familiar with traditions and policies of the school, and help the new teacher adjust in his relationship with the personnel in his building and with the school community life. A tenure sponsor may discuss a probationary teacher only upon request and/or consent of the probationary teacher involved or when requested to do so by the proper Association committee.

Curriculum Review Committee

A. At the request of the Board or the Association, a Curriculum review committee will 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 and shall have first priority on the agenda. Basic textbook selection will be on the agenda only one in a five year period. 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, including a majority and a minority report, will be made to the Board of Education, by the chairman. The Board shall promptly act on the recommendations and shall promptly implement such, based ^{on} available finances. The recommendations to the Board shall include priority items.

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 administration and association shall pick out the most urgent topics and form committees of study. Committees shall be limited to a maximum of four teachers or a maximum of one teacher from each school building, whichever, fits the situation. A minimum of one administrator must be on every committee. An administrator will not serve on more than one committee at ^{any one} time.

C. One half day will be used during the first week of March, 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 one half day (school day) per month for curriculum meetings. Special requests may be made to the superintendent, for released time for committee members, for the purpose of completing committee assignments.

E. The committee shall set the goals and objectives of their curriculum area. They shall set the minimum standards of the competence in the area. They shall set the basic textbook and the suggestive supplementary materials. They shall suggest various methods to achieve the objectives. They shall include a sample unit plan with a lesson plan. It shall include suggested procedures for evaluation ^{of} the children according to the minimum standards.

F. An evaluating committee composed of the chairman of the initial curriculum review committee and two teachers from the elementary, one junior high teacher and one senior high teacher and all administrators shall, at the end of the first instructional year of the new curriculum, evaluate the effectiveness and shall make recommendations which shall be implemented immediately, based ^{upon} on available finances.

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 roll of warden or custodian for emotionally disturbed, or other types of disruptive students, as determined by the appropriate expert ~~or diagnostician~~ ^{or diagnostician}, nor 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. The Board and the Association recognize that good mental health of a teacher is necessary for good teaching and both shall do all that is within their powers and jurisdiction to encourage such.
- 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} ~~may~~ exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect 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 counseling 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 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 thereof be included in said teachers file unless such matter is promptly

reported in writing to the teacher concerned. A carbon copy of said notice shall be forwarded to the Association immediately. If any question of breach of professional ethics is involved, the Association shall be notified.

I. Any complaint directed toward a teacher shall be promptly called to the teacher's attention. The complainant will be identified ^{up} on the request of the teacher, if the complaint is put in writing and ^{is} to be placed in the teacher's file.

J. If, in the ~~the~~ course of carrying out his duties, a teacher suffers damages or destruction of clothing and/or personal property, the Board will reimburse the teacher for such, providing the following procedure is followed:

- a. The teacher shall file a written report of the incident connected with said claim, within three days after said incident, with the building principal.
- b. A review board of two teachers and ^{two} ~~two~~ administrators shall review said claim, interview all persons connected with the incident and ascertain ~~proof~~ of such incident and make a recommendation, as to the validity of such claim, to the superintendent.

K. The board shall furnish, without charge, gym uniforms ^m for all physical education teachers, laboratory coats or smocks for art, business education, home economics, industrial arts, and science teachers. All such clothing will be worn only during working hours and will not be worn after working hours. All such items must be ordered through the office of the principal.

L. Each new teacher to the district shall have a physical examination to prove his fitness for employment, the cost shall be paid by the employee.

ARTICLE XVI

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 teacher's 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 teach less than three hours in any Summer School Program.

B. 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 to report unavailability for work no later than one hour before regular reporting time. A teacher shall call in before the end of his actual teaching day to confirm his availability for the next day. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

C. A teachers 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 assignments 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 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

ARTICLE XVII

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.

ARTICLE XVIII

Orientation of New Teachers

- 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.
- B. The planning of this program will be completed by the end of the preceding school year.
- C. The committee will see to it that the program does not interfere with the probationary teacher's duties to students, fellow teachers, or administrators.

Reduction in Personnel

A. In the event it becomes necessary to eliminate a department, grade level or teaching ^{pos}ition, the Board shall, after consultation with the administrative staff, follow the procedure outlined below:

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

3. A teacher 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.

ARTICLE XX

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 shall honor the Master Contract Agreement.

ARTICLE XXI

Fringe Benefit

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 full family Health and Hospitalization insurance including major medical coverage for twelve months when the following is done:

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

ARTICLE XXII

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) or this contract 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, and shall orally state that "this is a grievance and action is requested". He may present the grievance individually or together with his Association representative.

2) In the event the aggrieved person is not satisfied 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 decision as to the solution. During this time a hearing shall be held with the Board and Association.

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) If during mediation, the Association is not satisfied with the disposition of the grievance by the Board, or if an impasse occurs the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within five (5) calendar days he shall be selected by the American Arbitration Association in accord with its rule which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any group 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.

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

ARTICLE XXIII

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 supersede 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 consulted with by the Board of fiscal, budgetary and tax programs affecting 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. The Association shall have an automatic position on the Board's agenda for the purpose of consulting with and advising the Board. The Association shall be subject to all rules and parliamentary procedures, like any other individual attending, being used by the Board officer in charge of the meeting.

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~~^{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 of hereafter employed by the Board plus ten extra to the President of the Association.

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 provisions 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.

I. The Board shall furnish to each teacher and up-to-date list of all teachers in the district, addresses and phone numbers.

1969-70 Salary Schedule

Yrs. of Teaching	Non-Degree	Life Cert.	Bachelor's Degree	Master's Degree
1st	6050	6550	7050	7550
2nd	6420	6930	7440	8010
3rd	6790	7310	7830	8470
4th	7160	7690	8220	8930
5th	7560	8070	8610	9390
6th	7930	8450	9000	9850
7th		8830	9390	10310
8th		9210	9780	10770
9th		9590	10170	11230
10th		9970	10560	11690
11th		10350	10950	12150

SPECIAL EDUCATION TEACHERS: Fully certified special education teachers --- \$300.00 additional

I. Base is defined as \$7050

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.

Teachers who teach the full second semester or more will be given a full year of credit on the experience scale.

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 first (1) of each year. Advancement under the salary schedule shall be automatic as of September following completion of required academic or professional courses.

V. TUITION: The Board shall pay \$25.00 per hour reimbursement 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.

VI-- Additional Positions.

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

Explanation of percentages: percentages are based on experience in the assignment (not transferable from one sport or assignment to another; nor will experience from outside the school system be counted). The minimum base is the first step on the Bachelor's Degree salary schedule. The maximum base is the fifth step on the Bachelor's Degree salary schedule. The 1968-69 year of experience will be the only past experience counted.

Athletic Director	12%
Head Varsity Football Coach	10%
Assist Varsity	7%
Head Reserve	7%
Assist Reserve	5%
5th grade	
7th grade	5%
Head Varsity Basketball Coach	10%
Reserve	7%
5th grade	5%
6th grade	5%
7th grade	5%
Head Baseball Coach	7%
Reserve Baseball Coach	5%
Head Track Coach	7%
Cross Country Coach	5%
Golf Coach	5%
Head Varsity Wrestling Coach	7%
Director of Boys Intra-murals	5%
Director of Girls Intra-murals	5%
Band Director	10%
G.A.A. Advisor	10%
Cheerleader Advisor	3%
Reserve Cheerleader Advisor	2%
Senior Class Advisor (2)	3% each
Junior Class Advisor (2)	3% each
Play Director (2 plays)	3%
Driver Training	\$4.10/hr. Voc. Graphic Arts Teacher -B.A. Sched.

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.

IX. All 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, within seven (7) calendar days not to exceed two (2) pay periods, for the assignment.

Sch. starts

Christmas Vac.

Sept.

1 2 3 4 5
8 9 10 11 12
15 16 17 18 19
22 23 24 25 26
29 30
28 Days mem.
28 Days Ins.

1 2
5 6 7 8 9
12 13 14 15 16
19 20 21 22 23
26 27 28 29 30
record day
Jan.
30 Days mem.
30 Days Ins.

Oct.

1 2 3
6 7 8 9 10
13 14 15 16 17
20 21 22 23 24
27 28 29 30 31
30 Days mem.

2 3 4 5 6
9 10 11 12 13
16 17 18 19 20
23 24 25 26 27
Feb.

Nov.

3 4 5 6 7
10 11 12 13 14
17 18 19 20 21
24 25 26 27 28
29 Days Ins.
Thanksgiving

2 3 4 5 6
9 10 11 12 13
16 17 18 19 20
23 24 25 26 27
29 30 31
Mar.
30 Days mem.
30 Days Ins.

Dec.

1 2 3 4 5
8 9 10 11 12
15 16 17 18 19
22 23 24 25 26
29 30 31
30 Days Mem.
29 Days Ins.
Christmas Vac.

1 2 3
6 7 8 9 10
13 14 15 16 17
20 21 22 23 24
27 28 29 30
Easter
Apr.

end of 6 wks.

182 Mem.
180 Ins.

May 1 34 days
 4 5 6 7 8 Mem.
 11 12 13 14 15 34 days
 18 19 20 21 22 Ins.
 25 26 27 28 29 no sch.

June 1 2 3 4 5
 record day