

ARTICLE I

MASTER AGREEMENT

This Agreement is entered into this July 1, 2004 by and between the Airport Community Schools, Carleton, Michigan (Monroe County), hereinafter called the "Board" and the Monroe County Education Association MEA/NEA, hereinafter called the "Association", agreement expires August 15, 2007.

## ARTICLE II

### RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 2 of Act 379, Public Acts of 1965, as amended, for:

All full-time and regularly part-time certificated professional personnel employed in positions requiring certification, including by way of illustration only but not limitation, persons on tenure and probationary employees, classroom teachers, guidance counselors, permanent substitutes, teacher coordinator, teacher consultants, school social worker, school psychologist, certificated librarians and certificated professional personnel on leave employed by the Airport Community Schools;

but excluding:

all supervisory and administrative personnel and other persons engaged in the direct administration and supervision of certified personnel, including Superintendent, Assistant Superintendent, Director of Instruction, Business Manager, Principals and Assistant Principals, all Directors, all teachers in Community and Adult Education programs which are not part of the regular school day, summer school instructors, individuals performing extra-curricular assignments who are not temporary per diem teachers, aides, paraprofessionals, Department or Division Positions, District Athletic Director (only time toward duties of AD), office clerical employees, bus drivers, custodians, and all other employees of the Board of Education or any other employer.

- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.
- C. Definitions:
1. The term "teacher" when hereinafter used in this Agreement, shall refer to all employees represented by the Association and the bargaining unit as above defined: and reference to male teachers shall include female teachers (Singular shall include plural). It is expressly understood that substitute teachers, unless designated permanently employed substitute, shall not be included within the definition of the term "teacher" throughout the body of this Contract.
  2. Permanent substitute shall be defined as a substitute employed in the same position on a full-time basis for a period of more than 60 consecutive days. Permanent substitutes shall receive pro-rata full compensation as guaranteed by this agreement beginning with the date the superintendent has

knowledge that the substitutes services will be required beyond the 60 days.  
(Ref.:MCLA 380.1236)

3. Temporary per diem teachers shall be defined as a substitute employee in the same position on a full-time basis for a period of sixty (60) or less consecutive days.
4. The term "Board" shall include its officers, members and/or administrative staff.
5. Whenever the term "agreement" is used, it shall mean this Contract and all appendices and Letters of Understanding which shall be incorporated by reference.
6. The term "hours of instruction" or words to that effect shall refer only to time spent in the classroom instructing or teaching during scheduled class periods. Activities not included under the above term shall include but not be limited to supervision, passing time, and dismissal time.

## ARTICLE III

### PROFESSIONAL TEACHER RESPONSIBILITIES

- A. No tenured or probationary teacher hired before February 22, 2001 , shall be disciplined, reduced in compensation, or dismissed without just cause. All information forming the basis for disciplinary action will be made promptly available to the teacher. All reprimands shall be placed, in written form in the employee's file with the teacher being so notified and presented with a copy. When a request for representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. The local President shall be promptly notified of reprimands.
- B. Any reprimand or disciplinary action whatsoever, oral or written, directed toward any teacher shall be removed and considered void and all rights waived after 5 years from the reprimand date, and cannot be used against the teacher thereafter. This information may be removed at an earlier date if the Superintendent so desires.
- C. A teacher shall have the opportunity to make a written response to any reprimand. This teacher response shall become a part of the teacher's permanent file, so long as the reprimand is contained therein.
- D. Probationary employees hired after February 22, 2001 shall be at will employees and shall not be able to file a grievance concerning discharge or non-renewal for the first two years of employment.
  - 1. The probationary teacher shall receive two classroom observations at least sixty days apart.
  - 2. The probationary teacher will be provided with an individual development plan.
  - 3. The probationary teacher will be provided with documentation indicating that the probationary teacher's performance was satisfactory/unsatisfactory.
  - 4. The probationary teacher may provide information to the Board in writing.

## ARTICLE IV

### TEACHER RIGHTS AND MANAGEMENT RIGHTS

- A. Pursuant to Act 336 of the Public Acts of 1947 as amended, 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 336 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 336 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. 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. Any alleged violations of the provisions of this section shall be processed through the appropriate judicial or administration tribunal. (example: MERC)
- B. The Board specifically recognizes the right of its employees appropriately to invoke Articles XVIII and XXII (Negotiation Procedures and Professional Grievance Negotiation Procedure) respectively.
- C. The Association and its members shall have the right to use school building facilities as do all organizations or the community. Established regulations and procedures are outlined in Board policy. The Association will be permitted to distribute its own information throughout the school mail distribution system. All such information must be identified as Association literature and will be delivered promptly by the district. A copy will be sent to the Superintendent. Association literature may be posted on faculty room bulletin boards. Posting elsewhere on

school grounds is prohibited. Use of the intercom, voice communications systems 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 public information concerning the financial resources of the district, tentative budgetary requirements and allocations and other information pertaining to finance.
- E. The Board, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities, and the professional work-related activities of its employees;
  - 2. To hire all employees and subject to the provisions of law to review their certification and to determine their professional qualifications, and the conditions for their continued employment, or their dismissal or demotion and to promote, and transfer all such employees;
  - 3. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

## ARTICLE V

### PROFESSIONAL COMPENSATION

- A. The salaries of the teachers covered by this Agreement are set forth in Schedules A and B which are attached to this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon a normal weekly teaching load as hereinafter defined: Starting day is defined by the calendar.
- C. Payments of salaries will commence on or before the second Friday or after the second week of classes.
- D. Prior to the second working day of the school year each teacher will select one of the following bi-weekly payments.
  - 1. Twenty-one bi-weekly payments.
  - 2. Twenty-six bi-weekly payments.
  - 3. Twenty payments of 1/26 of the teacher's salary, one payment of 6/26 if the teacher's salary due on the twenty-first payday.
- E. A teacher may apply for tuition reimbursement up to \$80.00 per credit for additional graduate level credits leading to North Central qualifications or to meet other needs of the district. The district shall have the sole discretion in deciding tuition reimbursement (non-grievable). The teacher must apply for prior approval and the total amount due to the bargaining unit cannot exceed \$10,000 per year (non-cumulative). Funds will be distributed evenly among all approved requesters as of June 1 for the previous year.
- F.
  - 1. The Airport School District and The Airport Education Association agree that a fund will be established to be used for committee compensation of \$30,000 per school year. Committee participation will be voluntary, with a stipend to come from this fund. It is understood that teachers will be paid for school improvement and curriculum committee work only. This fund will be in addition to the payment for School Improvement Chairpersons on Schedule B.
  - 2. The allocation of the \$30,000 is included in Attachment 7. Additional positions may be added or deleted with mutual consent between the Board and Association. Any disputes regarding the distribution of the reserve are not subject to arbitration.

## ARTICLE VI

### TEACHING HOURS AND CLASS LOAD

- A. For the purpose of clarification, a school day (teacher working day) is defined as follows:
1. All teachers will work the equivalent of a five day week at 7 hours and 16 minutes per day. Each building will develop a schedule that will meet their needs that totals 36 hours and 20 minutes a week.
  2. The normal weekly teaching load for middle school and high school teachers will not be more than 25 teaching periods per week and shall not exceed 5 hours of pupil instruction per day. The normal weekly teaching load for elementary school teachers will not exceed twenty-six and one quarter (26 1/4) hours of pupil instruction per week.
  3. Secondary teachers (grades 6 to 12) will have 5 hours of preparation time per week during the instructional day. Elementary teachers (grades K-5) will have 3 1/2 hours of preparation time per week during the instructional day.
  4. All teachers shall be required to work 2 hours and 5 minutes per week beyond the pupil instruction day (Schedule to be determined by each building with teacher input prior to the end of the previous school year. Adjustments to the yearly schedule may be made by building consensus.)
    - a. Elementary teachers will be on site for preparation time 1 hour each week. Elementary teachers may be assigned to an average of 1 hour per week before or after school for building or district activities which may include but not be limited to staff meetings, department meetings, school improvement activities, or district level curriculum activities.
    - b. Secondary teachers may be assigned no more than 2 hours per week for building or district activities which may include but not be limited to staff meetings, department meetings, school improvement activities, or district level curriculum activities.
  5. Any elementary teacher whose normal schedule provides less than the three and one half hours of preparation time per week (beginning the 2001-2002 school year) during the instructional day will be provided release half days or whole days, at their request, throughout the school year in order to provide them with equivalent planning time. Should the scheduled planning time(s) be canceled, the district will reschedule the release time within 5 school days. If the subsequent release time is canceled, the teacher will be compensated as per Article VI, Section F.
  6. All teachers shall have a 30 minutes, duty-free, uninterrupted lunch period. Upon presentation of an acceptable schedule, agreeable both to the teachers and administration, this can be changed.

7. Teachers are encouraged to remain for a sufficient period of time after the close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher.
  8. If necessary, a teacher may seek permission from the building principal to leave earlier than the established time.
  9. Teachers may leave on days preceding vacations immediately after the room is cleared of pupils.
- B. Each September, the principal of each elementary school shall hold a teacher's meeting for the purpose of establishing an alternative placement, other than classrooms, for students prior to commencement of instructional day. In the event the meeting purpose is not achieved, the problem shall forthwith be referred to a meeting between the Superintendent and the teachers for the matter to be equitably resolved.
  - C. Teachers of music, art and the laboratory sciences, physical education, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
  - D. Elementary teachers of art, music and physical education who must travel between classrooms in buildings, shall receive adequate passing time between classes. This does not effect teachers who are assigned to a permanent classroom.
  - E. 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.
  - F. If a teacher shall teach more than the normal teaching load as set forth in the 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: 186 days x 7.25 hours per day divided into the base salary. A teacher need not accept extra classes unless he so desires. This paragraph does not pertain to duties enumerated in Schedule B.
  - G. At the request of the teachers in any particular building, the superintendent will attend a building meeting of teachers and administrators.
  - H. It is the responsibility of each individual teacher, as well as the Board to provide the highest degree of education 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 Monday to Friday.
    - 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 (1) month except the second offense (within the same school year), wherein the principal shall use his discretion.
  2. Attendance at all staff meetings unless arrangements are made with the building principal. At least twenty-four hours notification will be given prior to the building meeting.
  3. Acceptance by the teacher that he/she has an obligation to the student, to consider himself "on duty" at all times, in school buildings or on school grounds. This pertains to discipline and control of the students.
- I. All teachers who need to travel from building to building will be given adequate passing time. This will not include the teacher's uninterrupted 30 minute lunch period.
  - J. All kindergarten teachers will be provided with one extra day for parent-teacher conferences. Substitutes will be provided for a regular school day.

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 education program, the parties agree that class size should be lowered whenever possible below the maximums stated, whenever facilities and financial resources are available.

If a class exceeds their maximums by one (1) student the parties will take reasonable efforts to level similar classes within the school. If the maximums are exceeded by five (5) students the parties will take reasonable efforts to level similar classes district-wide.

1.	<u>Elementary</u>	<u>Maximum</u>
	Kindergarten	25
	First-Second Grade	25
	Third Grade	27
	Fourth-Fifth Grade	30
	Combination Grade	25
2.	<u>Secondary</u>	
	Sixth Grade	30
	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
	Music	40
	Art	25
	Physical Education	40

3. a. In order to provide the best possible learning situation for all students, the building principal shall periodically survey the classrooms in his or her building to ascertain if special education students are equally distributed

among classrooms of the same grade level. If significant disparities exist, the building principal shall be responsible for reassignment.

- b. During that portion of the day in which an aide is assigned as a Resource Room Aide, they will only be used for duties with special education related programs.

B. 1. Elementary

When class enrollments exceed the stated maximums for a period of 25 school days or more per semester, the teacher will be entitled to an additional stipend of \$200 for each student over the limit per semester. If a teacher is assigned an overload within 25 days of the end of the first semester, the time of overload will be counted toward the second semester.

The above shall apply only to general education classrooms and excludes art, music and physical education.

2. Middle School and Senior High School

When the average secondary class enrollments exceed the stated maximums for a period of 25 school days or more per semester, the teacher will be entitled to an additional stipend of \$200 for each student over the limit per semester. If a teacher is assigned an overload within 25 days of the end of the first semester the time of the overload will be counted toward the second semester.

- C. 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 building and/or district curriculum committees, as appropriate.
- D. To relieve teachers of cafeteria, playground, and bus duty, the Board agrees to engage a sufficient number of aides in the schools. Teachers shall not be required to: patrol halls, inventory supplies and equipment not in the classroom, duplicate teaching materials (teachers will make their own masters). schedule audio-visual equipment, collect monies for milk and lunch, and establish C.A. records for all new students, including Kindergartners. All teachers shall do attendance and membership. Under other than ordinary conditions, the teachers will help the aides in carrying out their duties.
- E. All building plans will include adequate lunchrooms and restrooms for staff use only and at least one room appropriately furnished, which shall be for use as a faculty lounge. 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. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, handicap, 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, handicap, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- I. A copy of Master contracts with other employees of the district shall be made available to the Association.
- J. Before a new supplementary program is initiated, a teacher shall be supplied by the appropriate administrator, a list of objectives, methods to be used, evaluations to be made of the program and any other useful information necessary for an effective program. Said teacher shall have the option of working with a para-professional at any time during the program.

Reference is made to categorical programs only.

- K. Adequate first aide facilities (sick-room and supplies) shall be provided in each school building. American Red Cross certified personnel will be available for each facility.

## ARTICLE VIII

### QUALIFICATIONS AND ASSIGNMENTS

- A. All teachers shall be given written notice of their assignments for the forthcoming year no later than the fifteenth (15th) day of May. Where possible, teachers shall be assigned to their current teaching position.
1. Elementary (K-6) teachers shall be assigned by specific grade and building.
  2. Secondary teachers shall be assigned by subject and building.
  3. Teachers whose positions cannot be assigned under the criteria of numbers one and two above, shall be assigned by program.
- B. Elementary and junior high students shall receive instruction in physical education, art, and music, by a teacher holding a minor or major in these fields.
- C. If a teacher's position is eliminated, they shall be considered unassigned and may apply for vacancies as per Article X-C .
1. The Board of Education shall have the right to set qualifications for vacant positions. The qualifications are not limited to those specified in C.2. below.
  2. For the purpose of layoff and recall, qualified shall be as follows:  
  
Qualified: For a teacher holding a secondary certificate to be qualified in the ninth (9th) through twelfth (12th) grade level, a teacher must meet the minimum North Central requirements necessary for the subject area.  
  
For a secondary teacher to be qualified in the seventh (7th) through eighth (8th) grade, they must have a minimum of a seventh (7<sup>th</sup>) through eighth (8<sup>th</sup>) subject area major and minor commensurate to the assignments.  
  
Elementary certified teachers will be qualified K-6 to teach in those areas that certification permits, however, for grades seven (7) and eight (8), elementary certified teachers must have a specific subject area major or minor to be considered qualified.
- D. In the event that changes in such schedules are proposed, the local President and affected teachers shall be notified promptly. In no event will changes in teachers' schedules be made later than the 7th calendar day following the first reporting day for teachers, unless an emergency situation requires same.
- E. Any assignments in addition 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.

## ARTICLE IX

### SHARED ASSIGNMENTS

- A. With the approval of the Employer, two (2) bargaining unit members may at their option agree to share an assignment/position that otherwise would be performed/occupied by a single bargaining unit member. For the purpose of this Article, a shared assignment is either:
1. Working each day, but less than a full day. In elementary assignments this would be teaching either morning or afternoon, while in secondary assignments it would mean having less than the full teaching assignment per day as determined by the two (2) bargaining unit members.
  2. Working less than five (5) days per week. During the period of a shared assignment, bargaining unit members remain subject to and may exercise options under the provisions of Article X, Vacancies, Promotions and Transfers.
- B. Each bargaining unit member participating in a shared assignment shall be granted a full year of seniority for the school year in which a shared assignment is in effect. Salary and longevity of bargaining unit members with shared assignments shall be prorated. For example:
1. Shared assignment of working each day morning or afternoon = 50% of full salary
  2. Shared assignment of working three (3) days per week = 60% of full salary
- Bargaining unit members working a partial day or week shall be paid at the same time and the same manner and have the same options as bargaining unit members without shared assignments.
- C. Each bargaining unit member participating in a shared assignment shall be credited pro rata with all of the leave days provided bargaining unit members under Article XI Sick Leave. Prorated insurance benefits as provided in Article XXI A, B, C and D shall be provided all bargaining unit members who have shared assignments.
- D. Shared assignments shall not in any way involve involuntary transfers of any unit member. Bargaining unit members requesting shared assignments shall notify the Employer in writing by May 1 for shared assignments for the following school year. Requests that do not comply with these deadlines may be considered at the option of the Employer. Bargaining unit members who are on any of the shared assignments and who wish to return to full time status or make any change in his/her shared assignments, shall notify the Employer in a timely manner. Timely notification shall be defined as by May 1 for the following school

year. Failure to timely notify the Employer of a desired change or termination of the shared assignment shall cause the shared assignment to continue for the subsequent school year. A bargaining unit member who timely requests to return to full time status shall be returned to full time status if his/her seniority is sufficient to do so. The parties recognize that returning to full time status may necessitate the implementation of the bumping procedure as per – Article X and XIX.

- E.
  1. The experience and educational step for the teacher shall be the same as he/she would be entitled to if employed on a full time basis. This step will determine the base salary from which the salary fraction will be computed.
  2. Teacher partners may substitute for one another. If a substitute is needed, the partner will be asked first and reimbursed at substitute pay.
  3. The teacher partners have attained tenure in the Airport Community Schools.
  4. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students.
  5. Professional commitments, parent-teacher conferences, and in-service shall be attended as part of each teacher's regular duties with no extra compensation.

## ARTICLE X

### VACANCIES, PROMOTIONS, AND TRANSFERS

- A. 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.
- B. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. For the purpose of this agreement, a vacancy shall be defined as:
  - 1. An opening by result of resignation, promotion, transfer, retirement, layoff, leaves of absence of one (1) year or more, termination of employment, or death, and
  - 2. An additional grade or position at a given building.
- C. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association President and building representatives, and shall solicit applications from interested teachers. Teaching vacancies shall be filled on the basis of seniority, certification and qualifications as defined in Article VIII C.1. Effective 9-1-88, teachers applying for vacancies in grades nine through twelve shall possess North Central Accreditation requirements for that project. An applicant with less seniority in the district shall not be awarded such position unless his competency and qualifications shall be superior. Seniority shall be defined in XIX – Reduction in Personnel.
- D. Any internship program shall last no longer than two (2) years in any one position. At the end of that time the Board of Education shall hire a person for that position on a full time basis or eliminate that position. Any teacher who has successfully completed an internship program with Airport shall be given consideration in hiring.
- E. The parties agree that involuntary transfers shall be minimized and avoided wherever possible. An involuntary transfer will be made only in the case of layoff, emergency, or to prevent undue disruption to the instructional program or to enhance the instructional program. When an involuntary transfer is necessary, the Superintendent shall promptly notify, in writing, the affected teacher and the Association of the reasons for such transfer. The reasons shall be specific, and if challenged in the grievance procedure, no other reasons can be considered at any step in the grievance procedure, including arbitration. If the teacher objects to such transfer, the dispute may be resolved through the professional grievance procedure, and in each and every such case, the Board shall have the burden of proof.

1. To the extent possible, no vacancy shall be filled by means of involuntary transfer if there is a known qualified and appropriate volunteer available to fill such position. The Board shall post all vacancies requiring transfer five work days prior to making the transfer.
  2. When an involuntary transfer or reassignment is necessary, number of years of experience in the Airport School District, certification, and demonstrable program needs shall be considered in determining which teacher is to be transferred or reassigned. Such transfer will not be done for disciplinary reasons.
- F. 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.
- G. No position under this Article shall be filled until the Association has been given at least five (5) working days written notice thereof, except as hereafter provided.
1. Teachers shall submit bids on open positions. All Teachers that are interested in bidding on any open positions will meet on the Second Monday of May for an open bidding on each of these positions. This bidding process will be for all open positions in the district. You must be present to bid. Only teachers that are hospitalized or other extreme emergencies on this date may submit a letter with their bids to the President of the Association. The positions will be filled on the basis of Seniority, qualifications pursuant to Article VIII,C.1. and Certification set down by the State of Michigan and the No Child Left Behind Act. This process will continue until positions are filled. Return from Leaves of absence, or layoffs will be placed in an open position only after the bidding process is completed.
  2. Vacancies which occur after the 1st day of June and before the commencement of school shall be filled in accordance with a request filed by a teacher prior to the last day of school using Attachment 5 in accordance with Article X-A. The Association will be notified as to these vacancies and whether the position was filled by a present staff member.
- H. If a teacher is granted a leave of absence for less than one year, he/she will be guaranteed the same position upon his/her return from leave. If the teacher does not return from the leave of absence, or requests and is granted an extension of the leave of absence, the position will be posted as vacant and filled in accordance with the provision of this Article.
1. A written request to the Personnel Office may be made by any two (2) teachers who wish to exchange assignments for up to one school year provided:

- a. The administrators who would be affected agree to the exchange, and
  - b. The teachers involved are certified for the position.
2. Applications for this exchange must be submitted to the Personnel Office by April 15 for the following school year. This provision is not subject to the posting procedure. The Superintendent or his/her designee shall make the final decision on all requests for such exchange in assignments.

## ARTICLE XI

### 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 with no limit.
- B. A teacher may apply any earned sick days against any sick days for 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, not to exceed 10 days in any one year.
- E. If the Board makes a request, the teacher shall furnish a written statement from the doctor attesting to their inability to return to work. This request will begin after five (5) consecutive school days off. In the event the absences exceed twenty (20) consecutive school days, the district retains the right to direct the employee to an examining physician of its designation. Such examination will be at the district's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be referred to an independent third physician for examination and evaluation. This physician will be mutually agreed to by employee and district within three working days and will be paid for by the district. The opinion of such physician will be final and binding on the parties and not subject to the grievance or arbitration process. All further examinations as may be directed by the district as to said employee will be done by such physician.
- F. A sick involuntary disability leave bank will be administered in the following manner:
  - 1. Written medical verifications shall be given with each application to the bank.
  - 2. In order to qualify, a teacher must have had fourteen (14) consecutive days of illness.
  - 3. Teachers shall use 5 days of their personal sick leave time for every year of employment at Airport Community Schools before they apply for use of sick bank. If the employee does not have sufficient sick days the deductible days will be unpaid days. Exemptions to the deductible days may be allowed by

the sick bank committee based on extraordinary or extenuating circumstances.

Upon need for deductible days for sick bank, district attendance records will be checked back to July 1, 1987 to recapture lost sick days. (Lost sick days are sick days that were forfeited because the employee had accrued sick days beyond the cap in previous contracts.)

When it becomes necessary for an employee to take deduct days to qualify for the sick bank, the district shall continue to provide health insurance and other paid benefits.

4. Requests for bank days should be made in writing--a spouse's or power of attorney signature will be acceptable when a member is incapacitated.
5. Bank days may be granted--per medical report and individual request as full days or half days. The sick bank will be capped at 228 days per employee. The maximum amount that an employee may use will be 228 days for the duration of that employee's employment with Airport Community Schools.
6. The district payroll department must be notified in writing by the chairman of the total committee as to the number of days granted to each individual by payroll dates.
7. A four member committee (2 appointed by the Association and 2 appointed by the Board) shall administer the sick leave bank and approve or deny all applications. If approved, the number of days shall be set by the committee subject to reapplication.
8. The committee shall maintain, as an open account, records of the bank and a written statement shall be submitted to the Board and the Association at the end of each school year.
9. Any member of the bargaining unit on a leave of absence is ineligible for the sick leave bank.
10. Bank days contributed prior to this agreement shall be held by the committee for all bargaining unit members. Teachers shall contribute one (1) day per year for the first two (2) years of employment in the district.
11. In case the bank days fall below 150 days, each teacher shall contribute one additional day.
12. Employees shall not be eligible to use the sick bank for their first 2 years of their probationary period. During the third year of their probationary period, employees may use up to ten (10) days from the sick bank. During the fourth year of their probationary period, employees may use up to fifteen (15) days from the sick bank. Employees, during the first four years of their probationary

period, must exhaust individual sick days prior to application to the group sick bank. Exceptions to the deductible days may be allowed by the sick bank committee based on extraordinary or extenuating circumstances.

- G. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall use the Monroe County Intermediate School District Automated Sub Calling System at (734)242-5366 in order to report unavailability for work no later than one hour before regular reporting time. A teacher will call in before the end of his/her actual teaching day to confirm their availability for the next day. Once the teacher has reported unavailability, it shall be the responsibility of the administration to arrange for the substitute teacher. In an effort to ensure adequate substitutes, the Board will employ the equivalent of one permanent substitute per building.

## ARTICLE XII

### LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period compensated under Article XI 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 absence 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 (1) 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 will be notified immediately. The teacher shall receive his/her regular daily rate of pay minus the per diem rate paid by the Court. Expenses, meals, lodging and other expense related reimbursement will be retained by the teacher.
  - 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, except when the teacher is the plaintiff and the Board is the defendant.
  - 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 business affairs which cannot normally be handled outside school hours. A teacher planning to use a personal leave day or days shall fill out a written form stating the date and general reasons and present it to his/her building principal three (3) working days in advance, except in cases of emergency. The principal shall return the written form with the signature of the principal and the date. Form attached and made part of this agreement. At the end of each school year unused personal days will convert to sick days.
- D. Leaves of absence, without pay, will be granted upon application. Each application will be decided by the merits involved.
- E.
1. The Board shall grant a leave of absence for child care reasons, without pay, upon written request for such leave. Under normal circumstances, original requests for child care leave shall be given to the district twenty (20) days prior to the beginning of said leave. Such leave of absence shall be for a period of one (1) year, one (1) semester, or one (1) marking period, whichever is requested. In the event of a miscarriage, the leave may end at the option of the teacher if a position is available. A teacher will return from a one year child care leave to the same position, if available, or to another position within his/her certification.
  2. Up to an additional year leave will be granted upon the request of the teacher. A teacher returning from a leave of more than one year shall be returned to a position for which he/she is certified.
  3. Return from a leave of absence during a layoff period shall be contingent on the returning teacher having greater seniority than those within his/her certification who are on layoff.
- F. The Board shall grant a leave of absence for one (1) year, without pay, to any teacher to campaign for, or serve in a public office. This leave may be extended by the Board at its discretion.

## ARTICLE XIII

### ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. Therefore, teachers shall have reasonable freedom in the implementation of the curriculum. However, this does not exclude the right and the obligation of the principal to question, instruct and direct whenever in his professional opinion it is necessary. After reviewing a curricular issue with his/her principal a teacher may request from the Director of Curriculum clarification regarding implementation of the curriculum.

## ARTICLE XIV

### I. PROBATIONARY TEACHER EVALUATION

- A. The work performance of all probationary teachers shall be evaluated three (3) times during the school year. During the first (1st) nine (9) week period, all probationary teachers shall be formally observed and receive an oral report during the evaluation conference within twenty-four (24) hours after the observation. For at least the first two years of probation, during the second (2nd) nine (9) weeks, the probationary teacher will be observed and a written report will be given to the probationary teacher within (10) days. By the end of the third (3rd) nine (9) week period, another observation of the probationary teacher will take place. A written report will be furnished to the teacher and the Association President. A conference will be held with each probationary teacher to review the contents of the written report.
- B. The school district must provide the probationary teacher with an annual Individualized Development Plan (IDP) developed by the administrative personnel in consultation with the individual teacher by October 15 of each year. A copy of such plan is to be sent to the Association President.
- C. Prior to April 15, a meeting of administrators and representatives of the Association shall meet to discuss all probationary teachers and their recommendations for further employment.
- D. 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 President, and provide for a hearing when requested.
- E. A joint committee shall be set up at the request of the Association or Board of Education to investigate ways of improving the probationary/tenure structure.
- F.
  - 1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of Master Teacher as specified in the code. The Mentor Teacher, whenever possible, may be a member of the bargaining unit.
  - 2. Each bargaining unit member in his/her first three (3) years in the classroom (effective 1994/95 school year) shall be assigned a Mentor. The Mentor shall be available to provide professional support, instruction, and guidance. The purpose of the mentor assignment is to provide assistance, resources, and information in a non-threatening collegial fashion.
  - 3. A Mentor Teacher shall be selected in accordance with the following:

- a.) The AEA Mentor Teacher shall be a tenured member of the bargaining unit.
  - b.) Participation as a Mentor Teacher shall be voluntary.
  - c.) The Administration shall notify the Association when a Mentor Teacher is matched with a bargaining unit member (Mentee).
  - d.) Mentees shall only be assigned to one (1) Mentor at a time.
  - e.) The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and the Administration at the end of each semester. The selection may be renewed in succeeding years.
  - f.) Mentors will be assigned by the Administration with input from the Mentee.
4. Because the purpose of the Mentor/Mentee match is to acclimate the bargaining unit member and to provide necessary assistance towards the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the mentor shall not be called as a witness in any grievance connected with the evaluation process. The Mentor Teacher will not be considered the tenure sponsor.
  5. Upon request, the Administration shall make available two (2) release times per semester so the Mentor Teacher may work with the Mentee (visitations or planning) during the regular work day.
  6. Mentors will meet with the assigned Mentee a minimum of two (2) times per semester outside of school hours.
  7. Mentor Teachers shall have the opportunity to attend one (1) workshop or conference designed for specific training as a Mentor Teacher.
  8. Compensation for the Mentor Teacher shall be as indicated in Schedule B.
  9. This Article shall be null and void should Mentors no longer be required by law.

## II. PROCEDURES FOR TEACHER EVALUATION

- A. Each teacher shall have the right, upon request, to review the contents of his own personnel file, in the Superintendent's and Principal's offices, relating to evaluation reports of the Airport Community School District's recommendations, copies of correspondence related to him, and initiated by the school district after employment. No material may be placed

therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. The review shall be made in the presence of the administrator responsible for the safekeeping of these files, which the parties acknowledge are the property of the school district and not to be removed from the office of the administrator. In this review, the teacher may be accompanied by a representative of the Association, provided the teacher gives his written consent to the third party presence to the administrator.

Privileged information, such as closed confidential credentials, reports, and related personnel references normally sought at the time of employment are specifically exempt from review. These are to be kept in the Superintendent's office.

- B. Evaluations shall be conducted by the teacher's supervisor or an administrator working in the same building or otherwise familiar with the teacher's work who shall be designated by the Superintendent. The teachers recognize that observation and evaluation are an ongoing process and are a cooperative effort between teacher and administrator.
- C. Teachers hired (tenured or non-tenured) will be required to work an additional two days per school year for their first three years of employment for the purposes of orientation and professional development. Days will be determined when the calendar is set.
- D. First year probationary teachers will be required to attend monthly after school orientation meetings. Attendance at 7 of the 9 scheduled meetings will count towards state mandated professional development or state board CEUs.
- E. Each formal observation shall be made in person for a minimum of thirty (30) consecutive minutes. These observations are to be at least sixty (60) days apart, unless other time lines are mutually agreed to. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.
- F. There may be an unlimited number of short visitations to the teacher's classroom. The minimum number of these visitations will be four (4), at least once during each 7-week period starting from the beginning of the school year.
- G. The use of eavesdropping, closed circuit television, public address or audio system and similar surveillance devices shall be strictly prohibited.

### III. PROCEDURES AND TIMELINES FOR TENURE TEACHER EVALUATION

- A. All tenure teachers will be evaluated at least once every three (3) years.

- B. The evaluation form and a discussion of procedure will be presented the first day of school to all staff being evaluated during the school year.
- C. A meeting will be held for teachers who are to be evaluated in a given year by the administrator(s) responsible for their evaluation. The purpose of this meeting will be to discuss the forms, expectations, and procedures. At this time, exceptions to the timelines for the observations, visitations, and conferences may be mutually determined.
- D. A pre conference will be held at the request of either the teacher or the administrator.
- E. A minimum of one (1) formal observation will be made
- F. At the request of the teacher, the Association, or the administration, a tenure teacher shall be observed and evaluated.
- G. Teachers who are not part of the evaluation group in a given year may request that a short visitation be made.
- H. A post conference will be held after each formal observation within two (2) school days of the observation. The first conference will be oral. Subsequent observations may be written. The Teacher Evaluation and Professional Development form shall be completed in writing within ten (10) school days after the final evaluation and placed in the teacher's file.
- I. In areas in which deficiencies are noted, it is the responsibility of the evaluator to provide specific examples of situations in which the problems were noted and provide suggestions for correction with the use of an IDP.

#### IV. PROFESSIONAL GROWTH PROGRAM

Tenure teachers who have been evaluated satisfactorily at least once as a tenure teacher, may choose, with the approval of their administrator, to participate in a Professional Growth Program. By November 15, the teacher will select at least one learner or teacher goal. The teacher and administrator would then write a plan to meet the desired goals and monitor progress. The teacher and administrator will be in contact by conference or in writing, at least two (2) times throughout the school year. The written evaluation, due May 1, would represent a summary of progress toward the goals. Teachers in the Professional Growth Program will have one (1) formal and two (2) informal observations.

ARTICLE XV

INSERVICE TRAINING

- A. Planning for inservice shall be the responsibility of the Aim for Excellence Committee.
- B. Inservice days to be set by calendar.

## ARTICLE XVI

### 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 impaired, or other types of disruptive students, as determined by the appropriate expert or diagnostician, nor be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, 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 students' 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 (1) 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. Elementary students excused from the class shall not be returned to the classroom until such time as an administrator has had an opportunity to talk to the teacher.
- 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 acting within the scope of his/her legitimate responsibilities and in accordance with established Board policy, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- G. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher. For the purpose of this Article, time lost by the teacher shall be limited to one (1) year.
- 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 teacher's file unless such matter is promptly reported in writing to the teacher concerned. The local President shall be promptly notified that a complaint has been filed.
- I. Any validated complaint directed toward a teacher shall be promptly called to the teacher's attention. The complainant will be identified upon 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 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:
  - 1. The teacher shall file a written report of the incident connected with said claim within three (3) days after said incident, with the building principal.
  - 2. A review board of two (2) teachers and two (2) 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 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 XVII

### SPECIAL TEACHING ASSIGNMENT

- A. Assignments for the 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/her 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 (3) hours in any Summer School Program.
  
- B. Teachers involved in extra duty assignments set forth in Schedule B-VI 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.

## ARTICLE XVIII

### 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 mutual agreement of both parties.
- B. At least sixty (60) days prior to the first day of June the parties will likewise begin negotiations for a new Agreement covering wages, hours, and conditions of employment of teachers 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.
- E. A teacher, summoned by a member of the administrative staff, during the school day in negotiation in behalf of the Association with any representative of the Board or participation in any professional grievance negotiation shall be released from regular duties without loss of salary.

## ARTICLE XIX

### REDUCTION IN PERSONNEL

- A. SENIORITY. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
- B. Length of Service
  - 1. Length of service will be computed by subtracting the date of hire from the current date. Any employee that is hired on the same date shall be placed on the seniority list by who signed their contract first.
  - 2. For time accrued after June 30, 2004, time counted toward length of service shall include all paid periods when the teacher was on leave of absence. Seniority accrued will continue for up to 20 unpaid days during a school year.
- C.
  - 1. The Board of Education shall prepare a seniority list and transmit a copy of the same to the Association on or before the 30th day of September for each school year.
  - 2. The seniority list shall be published and distributed to all teachers in the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- D. Necessary reduction of personnel - LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available hereby agree as follows:
  - 1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum.
  - 2. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed the following procedure will be used.
    - a. No teacher shall be laid off pursuant to a necessary reduction in work force unless said teacher shall have been notified in writing at least thirty (30) calendar days prior to the effective date of layoff. The Association President shall receive a copy of all lay-off notifications promptly. The teacher shall sign a receipt for the layoff notice.

- b. Probationary teachers shall be laid off first, except where no tenure teacher is certified to fill the position. To be qualified under this section teacher must be properly certified by the State of Michigan.
- c. For teachers hired after 9-1-86, the term “qualified” under that section shall be defined as follows:

For positions in grades 9 through 12, a teacher must meet the minimum North Central requirements for the subject area.

For positions in grades 7 and 8, a teacher must have a major or minor in the subject area.

- d. In the event that the economic reasons that necessitated staff reduction cease to exist, every effort will be made to return teachers to their original positions.
  - e. Teachers who are laid off during a contract year shall be considered as having completed the contract year for the purpose of placement on the salary scale if employed for more than one half of the school year, otherwise such teachers shall remain on the same salary step.
- E. Recall. Seniority teachers shall be recalled to employment in inverse order of layoff for any positions as determined by the programs offered by the Board, for which they are certified. Seven (7) calendar days after the teachers' first reporting, the school district shall have no obligation to involuntarily transfer staff to allow for the recall of high seniority teachers. Prior to this, teachers shall be involuntarily transferred to currently existing positions to allow for the recall of a high seniority teacher who is certified for the vacancy created. Notification of recall shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The above is subject to the requirements of Article VIII C.
  - F. Employees who are notified of recall and fail to respond within five (5) days or who fail to report for duty within fifteen (15) days of recall notice shall be considered as resigned. The Association shall be notified of all recalled employees.
  - G. Recalled teachers shall be entitled, upon return to employment, to such sick and leave benefits as accrued prior to layoff. A teacher recalled and unable to return to employment due to illness or disability will, upon provision of proof of illness, be granted an unpaid leave of absence of up to one (1) year.
  - H. A laid off teacher may continue his/her health, dental and life insurance benefits, subject to the rules and regulations of the carrier providing that direct payments be made to the carrier, if permitted, or to the Board seven days prior to the premium due date.

- I. Teachers laid off after completion of a full school year will be entitled to a full twelve months payment of insurance premiums starting September 1 of the employed year. Teachers laid off after completion of less than a full school year will be entitled to a pro-rata term of insurance premium payments according to the portion of teacher work days set forth in the school calendar he or she worked prior to lay-off.
- J. A laid off teacher shall upon application, be granted priority status on the district substitute teacher list, subject to the district's substitute policy.
- K. The recall list shall be maintained by the Board. After 2 years a probationary teacher shall lose his/her right to recall.

## ARTICLE XX

### AGENCY MEMBERSHIP

- A. 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 (60) 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.
  
- B. Each teacher shall sign an "authorization for deduction" form to the payroll department. It shall be signed by the teacher and list all deductions that are authorized by said teacher. This authorization for deduction of payroll shall be in effect until:
  - 1. the teacher signs another authorization form or
  - 2. termination of employment.

ARTICLE XXI

FRINGE BENEFITS

- A. 2004-2005 Switch Health Insurance to Super Care I (\$50/\$100 with prescription copay of \$5/\$10) effective June 1, 2004. Convert to MESSA Choices II (\$5/\$10) as soon as it becomes available to Airport Community Schools. Staff may keep Super Care I by self paying the difference in the monthly premium via pre-tax payroll deduction.
- B. 1. A teacher may choose, as an alternate to benefits provided in paragraph A above, to receive \$2300 for the 2004-2005, 2005-2006 and 2006-2007 school years as follows:
- a. Fifteen (15) equal payments starting with the first paycheck in October to be invested with MEFSA tax deferred annuities or any other Board approved annuity, not to exceed the amount set forth in paragraph 1 above per school year OR
  - b. A stipend in the amount set forth above paid the first pay in August.
2. .5% Contribution to a flexible spending account\*
- \*For employees who elect the district medical insurance, this contribution shall be paid toward the cost of the medical insurance premiums pursuant to IRS Section 125. For employees who opt out of Messa Health Care, this contribution shall be made to the employee's flexible spending account for any permissible purpose; pursuant to IRS Section 125.
- C. The Board shall furnish to all teachers dental insurance equivalent to full family MESSA Delta Dental Insurance Group 709, 80/80/80 (with internal and external coordination of benefits) for a twelve (12) month period.
- D. A teacher may choose, as an alternate to benefits provided in paragraph E above, to enroll in 50% coverage for dental insurance. The savings over the 1997-98 Delta Dental Plan premium will be paid to the employee on a monthly basis.
- E. The Board shall furnish to all teachers and families vision insurance equivalent to M.E.S.S.A. Vision Care Insurance Plan VSP-3 with internal and external coordination of benefits for a period of twelve (12) months.
- F. When an Airport Community school teacher retires from public education and receives retirement pay, the Board will reimburse the eligible teacher \$150.00 per day for unused sick days to a maximum of 132 days. The maximum payout would be \$19,800 paid in increments of \$6,600 over a three (3) year period.

OR

If the retiring teacher has 25 years of service as a teacher with the Airport District, in lieu of a three year payout of unused sick days, may elect to receive a one time payment.

Upon receipt of an irrevocable letter of retirement, the Board will make payment to the retiring teacher in the following matter:

The Board will reimburse the eligible teacher \$150.00 per day (i.e.) 1 day = \$150.00 x 132 = \$19,800 for unused sick days to a maximum of 132 days.

The maximum payment amount to be paid out to any retiring teacher is not to exceed \$19,800.

Payment will be limited to no more than 8 teachers in any school year. Teachers will be chosen on the basis of seniority.

- G. The school district shall provide all full time teachers \$25,000 life insurance. Teachers receiving hospitalization coverage shall receive \$5,000.00 from the life insurer selected by the health carrier, and \$20,000.00 from life insurer selected by the school district.
- H. An insurance advisory committee will be established to respond to concerns that have not been resolved by the third party administrator. The composition of the committee will be established by mutual agreement of both sides. This committee will annually review the services and performance of the Third Party Administrator (TPA) and financial advisor. If the committee determines that the performance of the financial advisor or TPA is unsatisfactory, the committee will bring the concerns to the Board of Education.

## ARTICLE XXII

### PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance is a claim by a teacher or the Association as represented by the President or the President's designee of improper application or interpretation of this Agreement.
- B. Procedure - Any grievance which occurs outside of the realm of the Principal may be started at Level 2.
  - 1. Informal: Within ten (10) working days of the time of knowledge of or should have had knowledge of a grievance, the teacher either singularly or accompanied by his Association Representative will present the grievance to his Principal. Within five (5) working days after presentation of the grievance, the Principal shall give his answer orally to the employee.
  - 2. Level 1: Within five (5) working days of the oral answer, if the grievance is not resolved it shall be stated in writing, on the form prescribed as an appendix to this Agreement, signed by the grievant, and/or the Association and presented to the Principal. Within five (5) working days after receiving the grievance the Principal shall communicate his answer in writing to the grievant.
  - 3. Level 2: If the grievance is not resolved at Level 1, the grievant may within ten (10) working days of receipt of the Principal's answer submit the grievance to the Superintendent. The Superintendent or his designated representative shall meet with the grievant and/or the Association within ten (10) working days in an effort to resolve the grievance. After five (5) working days of the meeting a written answer to the grievance shall be communicated to the grievant and/or Association.
  - 4. Level 3: If the grievance is not resolved at Level 2, it may be referred in writing to the Board within ten (10) working days after the date of the Superintendent's written answer. Within fifteen (15) working days after receiving the grievance the Board shall meet with the grievant and/or Association to resolve the grievance. Within five (5) working days after such meeting the Board will communicate its written answer to the grievant and/or Association.
  - 5. Level 4: If the grievance is not resolved at Level 3, the matter may be referred to binding arbitration. Notice to refer the matter shall be given twenty (20) working days from the date of the Board's written response to the grievance in Level 3. The grievance will be submitted to binding arbitration under and in accordance with the rules of the American Arbitration Association.
    - a. The arbitrator shall hear the grievance in dispute and shall render his decision within thirty (30) days from the close of the hearing. The

arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him. 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.

- b. The arbitrator shall have no authority except to pass upon alleged violations for the provisions of this Agreement and to determine disputes involving the application or interpretation of the provisions of this Agreement.
  - c. The arbitrator shall have no power or authority to add to, subtract from or modify any terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the State or Federal laws. The termination of services or failure to employ or re-employ any teacher to a position on the extra-curricular schedule, shall not be subject to the grievance procedure.
  - d. The arbitrator's fee and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any non-teacher witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
- C. The forms used in processing grievances will be uniform and attached to this Agreement.
- D. All time limits stated above may be extended or waived by mutual consent of both parties. It is understood that if no decision is communicated by the Board or its agents within the specified time limits the grievance is automatically advanced to the next level of the procedure.

## ARTICLE XXIII

### MISCELLANEOUS PROVISIONS

- A. No polygraph or i.e. detector devices shall be used in any investigation of any teacher.
- 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 supersede 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. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board plus twenty (20) extra to the President of the Association. Said printing and distribution shall take place not later than sixty (60) days after ratification of this Agreement.
- G. If any provision of this Agreement or any application of the Agreement 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.

- H. The Board shall furnish to each teacher an up-to-date list of all teachers in the district, addresses and phone numbers.
- I. The Association shall provide all building administrators in writing, the names of the Association representatives and shall notify said administrators of any changes as they occur.
- J. Teachers required in the course of their work to drive personal automobiles between different work locations shall receive a mileage allowance equal to the I.R.S. allowable deduction in effect on September 1 of the school year.
- K. A teacher's hourly rate shall be calculated by the number of contracted days divided by the scheduled hours per day.
- L. Pro-rate on all salary and fringe benefits for part-time employees. Part-time employees who are required to work beyond their regular schedule shall be fully compensated at their hourly rate.
- M. Freedom of Information Act:
  - 1. The district will notify the Association immediately of any and all Freedom of Information Act (FOIA) requests.
  - 2. The district will allow 10 work days when responding to FOIA request to allow the Association time to inspect all documents, and to provide a timely response.
  - 3. The district will cooperate with the Association and its counsel in any litigation aimed at preventing the release of the information.

## ARTICLE XXIV

### PROFESSIONAL CONFERENCES

- A. The Board agrees to continue its present policy in regard to professional business days. The Board recognizes the value of teacher and staff attendance at clinics, conferences and conventions. As valuable as such meetings are, however, there are limitations of attendance which must be recognized.
1. Any meeting or occasion, under this paragraph "A" which takes the teacher from his/her classroom for one or more days can only be approved for a valid reason and must be justified to the satisfaction of the Board of Education before approval for attendance will be given.
  2. Permission in general will not be granted for a group of teachers from the same department to attend the same conference. Where conferences involving more than one (1) member of a department are held, attendance shall be rotated among those interested who apply.
  3. Teachers who wish to attend a conference should make application at least thirty (30) days prior to the date the conference is to be held. The request shall be placed on Board agenda at the next meeting. The Superintendent may waive the thirty (30) days at his discretion.
  4. The school budget provides a limited amount of funds to cover expenses of teachers who attend educational conferences. Such allowances are limited to actual costs which are covered.
- B.
1. Teachers attending meetings or conferences on Association business may request time off to be absent from the classroom and shall be limited to two (2) persons per day and not to exceed a total of twenty (20) teacher days per year. With the approval of the Board, the teachers shall be given a leave of absence to attend.
  2. The first ten (10) Association business days will be with pay, with the Association paying to the Board of Education the cost of substitute pay. The second ten (10) Association business days will be provided to the teacher by the Association.

## ARTICLE XXV

### CALENDAR

It shall be the responsibility of the school district to determine when it is necessary to close school due to Act of God days (Inclement Weather Days). The school calendar will provide the number of required instructional days and hours as determined by state law. All inclement weather days/hours required to be made up to ensure full state aid will be made up at the end of the school year.

Teachers will receive their regular rate of pay for any days canceled but shall work on any rescheduled days without any additional compensation. Any teacher who does not work the rescheduled day, unless sick or on personal leave, will be subject to a pay deduction for one day. In the event a teacher receives unemployment compensation (including under employment) for canceled days and later the days of instruction are rescheduled then the teacher will have his/her pay adjusted. The adjustment shall be such that his/her unemployment compensation for the period of instruction plus his/her salary paid as a teacher for the year will be adjusted to the salary the teacher would have been paid had the days of instruction not been canceled.

The school year will be extended beyond the 180 day calendar by the number of days and/or hours necessary to be in compliance with the state law.

SCHEDULE A

2004-2005

<u>Step</u>	<u>Level 1 BA</u>	<u>Level 2 MA</u>	<u>Level 3 MA + 30</u>
1	34,279	37,052	39,864
2	35,954	39,586	42,397
3	37,620	42,129	44,933
4	39,867	44,654	47,462
5	41,892	47,190	50,001
6	44,045	49,726	52,537
7	46,194	52,263	55,072
8	48,342	54,802	57,612
9	50,495	57,338	60,148
10	52,643	59,875	62,686
11	54,800	62,419	65,227
12	55,327	62,946	65,754

2005-2006

<u>Step</u>	<u>Level 1 BA</u>	<u>Level 2 MA</u>	<u>Level 3 MA + 30</u>
1	34,793	37,608	40,462
2	36,493	40,180	43,033
3	38,184	42,761	45,607
4	40,465	45,324	48,174
5	42,520	47,898	50,751
6	44,706	50,472	53,325
7	46,887	53,047	55,898
8	49,067	55,624	58,476
9	51,252	58,198	61,050
10	53,433	60,773	63,626
11	55,622	63,355	66,205
12	56,157	63,890	66,740

2006-2007

<u>Step</u>	<u>Level 1 BA</u>	<u>Level 2 MA</u>	<u>Level 3 MA + 30</u>
1	35,315	38,172	41,069
2	37,040	40,783	43,678
3	38,757	43,402	46,291
4	41,072	46,004	48,897
5	43,158	48,616	51,512
6	45,377	51,229	54,125
7	47,590	53,843	56,736
8	49,803	56,458	59,353
9	52,021	59,071	61,966
10	54,234	61,685	64,580
11	56,456	64,305	67,198
12	56,999	64,848	67,741

LONGEVITY - For the purposes of Schedule A only, if a member has received pay for 89 days, or more, in a given school year, the member will be entitled to full longevity pay.

12-14 years	\$650
15-16 years	\$900
17-19 years	\$1150
20 years over	\$1500

- I. LEVEL 1 Shall apply to all teachers possessing a baccalaureate degree from an accredited college or university and holding a provisional or permanent Michigan teaching certificate or life certificate.
- LEVEL 2 Shall apply to all teachers possessing a master's degree from an accredited college or university and holding a provisional or permanent Michigan teaching certificate or life certificate.
- LEVEL 3 Shall apply to all teachers possessing thirty (30) or more semester hours, beyond a master's, both from an accredited college or university and holding a provisional or permanent Michigan teaching certificate or life certificate. (Ref: Administrative Regulation #4140.1)
- II. CREDIT FOR TEACHING EXPERIENCE: Credit may be given on the salary scale for each year of actual public school or private school teaching experience (grades K-12) (substitute teaching will not count) during the five (5) years previous to employment in the Airport Community School System. Teachers,

who teach the full second (2nd) semester or more, will be given a full year of credit on the experience scale. Holders of Vocational Teaching Certificate may be given credit on the salary scale for each year of the actual work in their trade during the five (5) years previous to employment in the Airport Community School System.

- III. INCREMENTS: Increments become effective September 1st of each year.
- IV. ADVANCEMENT: Advancement under the salary schedule from one level to another or within Level 2 shall be automatic as of the semester following completion of required or professional courses.

## SCHEDULE "B"

VI. ADDITIONAL POSITIONS: All individuals on a Schedule B assignment must sign and return the Nonrenewal Supplement to their teaching contract. In addition to the basic teacher salary as provided in the foregoing, there will be paid the following. Explanation of percentages: percentages are based on experience in the assignment from one (1) sport or assignment to another. Experience from outside the school system will not be counted. The minimum base is the first (1st) step on the Bachelor's Degree salary schedule. The maximum base is the twelfth (12th) step on the Bachelor's Degree salary schedule.

Initial placement on the Schedule B salary schedule and annual increases are based on years serving in a particular Schedule B position for a particular sport. Service in similar positions outside the district is not considered.

Head Varsity Football Coach	11%
First Asst. Varsity Football Coach	8%
Second Asst. Varsity Football Coach	8%
Junior Varsity Football Coach	8%
Asst. Junior Varsity Football Coach	7%
Ninth Grade Football Coach	7%
Eighth Grade Football Coach	5%
Seventh Grade Football Coach	5%
Varsity Boys Basketball Coach	11%
Junior Varsity Boys Basketball Coach	8%
Ninth Grade Boys Basketball Coach	7%
Eighth Grade Boys Basketball Coach	5%
Seventh Grade Boys Basketball Coach	5%
Varsity Baseball Coach	10%
Junior Varsity Baseball Coach	8%
Ninth Grade Baseball Coach	7%
Eighth Grade Baseball Coach	5%
Seventh Grade Baseball Coach	5%
Varsity Boys Track Coach	9%
Varsity Girls Track Coach	9%
Middle School Boys Track Coach	5%
Middle School Girls Track Coach	5%
Senior High Cross Country Coach	8%
Middle School Cross Country Coach	5%
Varsity Wrestling Coach	10%
Asst. Varsity Wrestling Coach	7%
Middle School Wrestling Coach	5%
Head Varsity Volleyball Coach	10%
Junior Varsity Volleyball Coach	8%
Ninth Grade Volleyball Coach	7%
Eighth Grade Volleyball Coach	5%

Seventh Grade Volleyball Coach	5%
Varsity Softball Coach	10%
Junior Varsity Softball Coach	8%
Ninth Grade Freshman Softball Coach	7%
Eighth Grade Softball Coach	5%
Seventh Grade Softball Coach	5%
Girls Varsity Basketball Coach	11%
Junior Varsity Girls Basketball Coach	8%
Ninth Grade Girls Basketball Coach	7%
Eighth Grade Girls Basketball Coach	5%
Seventh Grade Girls Basketball Coach	5%
Boys Golf Coach	9%
Girls Golf Coach	9%
Boys Tennis Coach	9%
Boys J.V. Tennis Coach	7%
Girls Tennis Coach	9%
Girls J.V. Tennis Coach	7%
Boys Soccer Coach	9%
Girls Soccer Coach	9%
Var. Football Cheerleader Advisor	3%
J.V. Football Cheerleader Advisor	3%
Var. Basketball Cheerleader Advisor	3%
Junior Var. Basketball Cheerleader Adv.	3%
Competitive Cheerleader Advisor	8%
Middle School Football Cheerleader Advisor	3%
Middle School Basketball Cheerleader Advisor	3%
Band Director	11%
Vocal Secondary Music Director	6%
Middle School Band Director	6%
Vocal Elementary Music Director	2%
Play Director (2 Plays)	4%
Senior Class Advisor (2)	4%
Junior Class Advisor (2)	4%
Sophomore Class Advisor (2)	4%
Freshmen Class Advisor (2)	4%
Middle School Yearbook Advisor	3%
Youth in Government Advisor	2%
Honor Society	3%
Middle School Honor Society	3%
School Improvement Chairperson	4%

Driver Education:

98-99 \$19.00 per hour for the first year and the annual percentage in all subsequent years

Auto Mechanics Teacher	BA Schedule
Sr. High Student Council Advisor (1)	4%
Middle School Student Council Advisor(1)	4%

Teacher Coordinators

10%

Mentor Teacher

1/2 % for each semester completed for a maximum of 1% of the teacher's salary step

- VII. **ATHLETIC COACHING ASSIGNMENTS;** All athletics in the Airport Community High School will be in accordance with the Michigan High School Athletic Association and under the direct control of the high school principal, with the approval of the Board of Education. The Athletic Director shall be recommended for appointment by the principal and approved by the Board. Coaching assignments shall be made by the Board.
- VIII. **MISCELLANEOUS;** The Board shall have the right to establish, evaluate, 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 description, 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. **ASSIGNMENT:** 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.



Grievance # \_\_\_\_\_ Airport School District

Form Distribution

**GRIEVANCE**  
**REPORT**

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

Submit to Principal in Duplicate

---

Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. Statement of Grievance (Articles of Agreement Violated)

\_\_\_\_\_

2. Relief Sought \_\_\_\_\_

\_\_\_\_\_ Signature Date \_\_\_\_\_

C. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_

Signature of Principal \_\_\_\_\_ Date \_\_\_\_\_

D. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_ Signature Date \_\_\_\_\_

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature Date \_\_\_\_\_

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature Date \_\_\_\_\_

STEP III

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature \_\_\_\_\_

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Signature Date \_\_\_\_\_

STEP IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator

\_\_\_\_\_  
Date of Decision

I \_\_\_\_\_ hereby apply for a personal business day on \_\_\_\_\_ to conduct affairs which cannot be handled outside of school hours. Said leave to be for the following reasons:

- \_\_\_\_\_ Medical appointment
- \_\_\_\_\_ Legal business
- \_\_\_\_\_ Domestic affair
- \_\_\_\_\_ Education consultation
- \_\_\_\_\_ Real Estate appointment
- \_\_\_\_\_ Religious holiday

\_\_\_\_ approved \_\_\_\_ denied \_\_\_\_\_ Date

\_\_\_\_\_  
Teacher's signature

\_\_\_\_\_  
Principal's signature

\_\_\_\_\_  
Date

TO: A.E.A. President

FROM:

DATE:

Job Posting

The following vacancies are being posted for \_\_\_\_\_.

No. of Positions	Job Posted	School
------------------	------------	--------

Anyone interested in the above job posting(s) shall send "one copy to the Superintendent and one copy to the Association President." (as per Article IX, Section A of the Master Agreement)

cc: Personnel Office  
Association President

Complete in triplicate  
Only one job posting per copy

TO: Director of Human Resources  
FROM: \_\_\_\_\_  
DATE: \_\_\_\_\_  
RE: Job Bid

This is to inform you that I wish to bid on the following position:

\_\_\_\_\_  
\_\_\_\_\_

Certification and/or other qualifications: \_\_\_\_\_  
\_\_\_\_\_

Number each sheet in order of preference

Choice # \_\_\_\_\_ of \_\_\_\_\_.

Seniority Date: \_\_\_\_\_

Date of Posting \_\_\_\_\_

Send one copy to the Airport Education Association President and keep one copy for your records.

Compensation and Related Benefits

M.A. + 30

1. a. To qualify for the MA + 30 salary schedule, all advanced study hours must be in the area of the teacher's teaching major or minor, or must be in a program approved by a college or university leading to a degree beyond the master's degree.
2. a. If a teacher completes the requirements to move to the MA + 30 salary schedule, adjustments on the salary schedule will take place the first payroll period of the semester following receipt of notification from the granting institution. Notifications received before October 1 will be made retroactive to the beginning of the school year. Notification received before March 1 will be made retroactive to the beginning of the second semester.  
b. In the case of credits earned, only a transcript from the registrar or the official grade card issued by the college will be acceptable.
3. A written application for adjustments and the supporting documents required by paragraph 2 must be filed by the teacher with the District before salary adjustments will be made.

Administrative Regulation: November 1, 1983

Position Stipends
-------------------

All curriculum leaders, school improvement chairs, and child study chairperson stipends will be paid in addition to pay for hours outside of regular school hours.

Position	Number	Stipend	Total
Child Study (1/elem. bldg. & 1 Wagar)	5	\$200	\$1,000
Curriculum Leaders			
*High School (see below)	6	\$500	\$3,000
*Middle School (see below)	6	\$500	\$3,000
Sterling	2	\$500	\$1,000
Eyler	2	\$500	\$1,000
Ritter	2	\$500	\$1,000
Niedermeier	2	\$500	\$1,000
K-12: Art, P.E., Music, Tech.	4	\$500	\$2,000

Contracted Amount           \$30,000  
 Stipend Total  
 Balance for Outside Hours \$

## \*High School (6):

Sp. Ed.  
 Bus./Voc.  
 Social Studies  
 Science  
 Math  
 English

## \*Middle School (6):

Sp. Ed.  
 Social Studies  
 Science  
 Math  
 English  
 Guidance/Counseling

Pay for Committee Work
------------------------

- Each building school improvement chair will be the building coordinator for maintaining record of hours spent on committee work by building union member.
- All union members are responsible for keeping track of their hours spent outside of normal school hours serving on committees and for turning them in to the building school improvement chair upon request.
- Only hours spent outside of the normal school day serving on school improvement planning committees, curriculum planning/revision committees, or child study committees will qualify for payment. It is recognized that many union members spend a number of hours outside the normal school day in activities that benefit children that are not school improvement planning, curriculum

development/revision, or child study. However, this contract was specific in that the committee pay be limited to school improvement planning committees, curriculum planning/revision, or child study committees.

Non-allowable activities include:

Advisor for clubs or after school activities

Tutoring students during or after school

Class advisors or class advisor activities

4. The school improvement chairs will turn in a list of names and hours worked for union members in their building at the end of the school year upon request of the Curriculum Office. This request will be timed to pay union members for hours worked in the 20th pay of the school year (last check that ALL members receive).
5. The Curriculum Office will total the number of hours worked outside of the regular school hours for all union members. This total will be divided into the remainder of the \$30,000 fund not used to pay stipends. Each union member's pay will be determined by multiplying their documented hours by the hourly rate.
6. The Curriculum Office will submit the paper work to the business office for the payment of all stipends, with a copy submitted to the Association President.

September 15      Notification of names of school improvement chairs, curriculum leaders, and Child Study chairpersons to the MCEA-Airport President, and the Curriculum Office. This is the responsibility of the school improvement chair.

Late May            Send list of names, stipends, and hours to Curriculum Office upon request. This is the responsibility of the school improvement chairs.

Early June         List of names, monies to be paid, and calculations of hourly rate to be completed by the Curriculum Office and sent to the MCEA-Airport President, for approval.

June                Union members receive stipends and hourly pay in 20th check.

### Responsibilities

School Improvement Chairperson:

- 1 per building (may have a co-chair)
- Attends and reports to Aim for Excellence Committee
- Reports to staff the relevant events of Aims Committee
- Attends/Chairs building School Improvement Committee
- Works with building principal to coordinate and produce building School Improvement Plan
- Revises the School Improvement Plan yearly as needed
- Monitors progress in the building related to the School Improvement Plan
- Attend workshops and/or conferences related to School Improvement process

- Responsible for keeping track of out of school hours and turning in at end of year
- Attend building parent council meetings
- Assist with data collection and analysis
- Represent building's viewpoint at meetings

#### Curriculum Leader:

- 2 per elementary building; secondary by departments\* (see lists above) (may be co-chaired)
- Disseminate curriculum information and professional publications to staff
- Facilitate curriculum meetings, keep minutes and attendance of all meetings.
- Facilitate data analysis and disaggregation of MEAP results and report to staff (elem.)
- Serve as chair for committees established through School Improvement Plan
- Attend workshops and/or conferences related to School Improvement Plan
- Report to and/or inservice staff
- Attend building School Improvement meetings
- Represent buildings viewpoint at meetings

#### Child Study

- 1 per building
- Conduct bi-weekly meetings for the purpose of discussing problems of students not meeting the curriculum
- Invite appropriate staff to meetings
- Maintain records of students brought up for child-study

## DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004, and shall continue in effect until the fifteenth (15) day of August, 2007.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Airport Education Association

Board of Education

\_\_\_\_\_  
Mark Evans

\_\_\_\_\_  
Elaine Hollister

\_\_\_\_\_  
Jeff Nowosielski

\_\_\_\_\_  
Gary Baker

\_\_\_\_\_  
Cliff Landess

\_\_\_\_\_  
Bart Stasa

\_\_\_\_\_  
Nancy Lauseng

\_\_\_\_\_  
James Geiermann

\_\_\_\_\_  
Dan Savel

\_\_\_\_\_  
Margaret Hoffman

\_\_\_\_\_  
Darlene Shown

\_\_\_\_\_  
John Leacher

\_\_\_\_\_  
Paul Miller