

**AGREEMENT
BETWEEN
THE AIRPORT COMMUNITY SCHOOLS
BOARD OF EDUCATION**

AND

**THE MONROE COUNTY
EDUCATION ASSOCIATION
MEA/NEA**

August 15, 2011

**THROUGH
AUGUST 15, 2013**

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ARTICLE I

MASTER AGREEMENT

This Agreement is entered into this August 15, 2011 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, 2013.

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 in the professional bargaining unit, 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 permanent substitute, shall not be included within the definition of the term "teacher" throughout the body of this Contract.
 2. The Board agrees to comply with the substitute teacher provision Section 1236 of the Revised School Code.

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 fifty-nine (59) or less consecutive days, and are not members of the bargaining unit.
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. 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. 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.
- C. Probationary employees shall be at will employees.

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 before school, during lunch or after school hours. 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 adversely 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 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 which shall include but not limited to the internet. 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. Use of the internet shall be consistent with the acceptable use policy and may be subject to disclosure under the Freedom of Information Act.

- C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all public information concerning the financial resources for the district, tentative budgetary requirements and allocations and other information pertaining to finance.

The district will be allowed fifteen (15) business days when responding to FOIA requests by the Association. The Association shall reimburse the district consistent with FOIA.

- D. 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.

- E. A contract maintenance committee shall be established for the purposes of discussion and review of items of mutual interest by the parties. The committee shall consist of up to three (3) representatives from the employer and three (3) representatives from the Education Association Negotiation Team. Meetings shall take place the second Monday of each month at a mutually agreed upon time and location. The committee is not intended to supplant the grievance procedure or negotiation process.

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 work as determined by the director of educational services 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 ½ hours of preparation time per week during the instructional day.
 4. All secondary teachers shall be required to work 2 hours per week beyond the pupil instruction day. This time schedule shall 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 which may include time before or after school.

This time may be used but not be limited to staff meetings, department meetings, school improvement activities, and 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 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. Effective the 2008-2009 school year, an additional 30 minutes of elementary preparation time per week shall be provided contingent upon the shared time programs at St. Patricks being offered at the same level existing in the 2007-2008 school year. The total preparation time shall not exceed 4 hours per week. Specials teachers providing art, music and physical education at St. Patricks shall not be eligible for additional elementary preparation time.

7. Elementary teachers shall report 5 minutes prior to the start of the student day 4 days each week. One day per week teachers will report 55 minutes prior to the start of the school day. On alternate weeks this time will be used for staff meetings one week and the following week classroom planning time. Teacher dismissal time shall remain the same.
 8. 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.
 9. 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.
 10. If necessary, a teacher may seek permission from the building principal to leave earlier than the established time.
 11. 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. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- E. If a teacher shall teach more than the normal teaching load as set forth in 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: total number of teacher work 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.

- F. At the request of the teachers in any particular building, the superintendent will attend a building meeting of teachers and administrators.
- G. 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.
- H. 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.
- I. All kindergarten teachers will be provided with one extra day for parent-teacher conferences. Substitutes will be provided for a regular school day.
- J. All teachers are encouraged to attend high school commencement ceremony. Those who attend will not be required to work the final half day of the school year if it is a non-instructional 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; 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. 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.

- J. Adequate first aid 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. 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.
- B. The Board of Education shall have the right to set qualifications for vacant positions.
- C. 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.
- D. 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. 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 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;
 - 2. An additional grade or position at a given building; and
 - 3. The Board intends on filling.
- B. 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
- C. 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.
- D. No position under this Article shall be filled until the Association has been given at least five (5) working days written notice thereof.

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. The sick bank committee will be made up of 2 representatives from the AEA and 1 representative from the school district. This group will have the final decision in accepting or denying any sick bank request of a waiver of the 5 day needed per year of employment. The decisions will be based on a majority vote.
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.

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 three (3) 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. Effective 2009-2010 school year, teachers shall be granted an additional personal leave day.
- 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 tenured 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

EVALUATION

I. PROBATIONARY TEACHER

- A. 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 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.) Participation as a Mentor Teacher shall be voluntary.
 - b.) The Administration shall notify the Association when a Mentor Teacher is matched with a Probationary Teacher.
 - c.) Probationary Teachers shall only be assigned to one (1) Mentor at a time.
 - d.) 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.
 - e.) Mentors will be assigned by the Administration with input from the Probationary Teacher.
4. Because the purpose of the Mentor/Probationary Teacher match is to acclimate the bargaining unit member and to provide necessary assistance towards the end of quality instruction, the Board and the Association shall not in any fashion, be a matter included in the evaluation of the Mentor Teacher or Probationary Teacher. Neither the Mentor Teacher nor the Probationary Teacher 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 Probationary Teacher (visitations or planning) during the regular work day.

6. Mentors will meet with the assigned Probationary Teacher 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/her 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 which shall become a part of the file. The review shall be made in the presence of the administrator responsible for the safekeeping of these files and 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. 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.
- C. 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.

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, 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.

ARTICLE XVII

SPECIAL TEACHING ASSIGNMENT

- A. 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 Michigan Employment Relations Commission.
- 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.
- F. If an emergency financial manager is appointed to the district, he/she may ratify or modify this agreement in his/her sole discretion.

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. Association and administration will work together to provide an accurate seniority list.
- 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. 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. 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. 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.
- 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.

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 the teacher of the duty to pay the Association a fee equivalent to the dues and assessments.

- 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. Plan A. The Board will pay for 90% of MESSA Choices/Choices II-Deductible of \$500/\$1000, Rx Saver Card, and \$20 office visit copay.
- B. Plan B. A teacher may choose, as an alternate to benefits provided in paragraph A above, to receive \$2300 effective July 1, 2008 as follows:
1. 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 above per school year OR
 2. A stipend in the amount set forth above paid the first pay in August.
 3. Per Plan A above, The Board will pay for 90% of Delta Dental; VSP3; Life Insurance \$25,000 total amount.
- C. 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.
- D. The school district shall pay for 90% of 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.

- E. All medical receipts for self insured dental or vision shall be submitted by June 1, 2011.

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 Attachment 2, 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.
 - e. Individual employees may not arbitrate grievances without participation of the Association.
- 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. 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. All teachers collecting unemployment benefits from June 10, 2010 through the first official teacher work day of the 2010-2011 school year and are called back to a position by that first work day shall reimburse Airport Community School for the cost occurred by the district for such benefits. Reimbursement will be made through payroll deductions and paid off by the last pay period of the first semester.

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 fifteen (15) 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 fifteen (15) 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.

The parties shall negotiate calendar for 2010-2011 in compliance with the state law and the common calendar. 2010-2011 student calendar shall not have less hours/days than 2009-2010.

AIRPORT COMMUNITY SCHOOLS TEACHER SALARY SCHEDULE A

Step & Scale	10-11	1/2 Step \$\$	1% off scale	Total 1/2 Step & 1%
BA1	36,274	0.00	362.74	36,637
BA2	38,046	886.00	371.60	37,532
BA3	39,810	882.00	389.28	39,317
BA4	42,188	1,189.00	409.99	41,409
BA5	44,331	1,071.50	432.60	43,692
BA6	46,610	1,139.50	454.71	45,925
BA7	48,883	1,136.50	477.47	48,224
BA8	51,157	1,137.00	500.20	50,520
BA9	53,434	1,138.50	522.96	52,818
BA10	55,708	1,137.00	545.71	55,117
BA11	57,990	1,141.00	568.49	57,417
BA12	58,548	279.00	582.69	58,852
BA13		0.00	585.48	59,133
MA1	39,209	0.00	392.09	39,601
MA2	41,892	1,341.50	405.50	40,956
MA3	44,581	1,344.50	432.36	43,669
MA4	47,254	1,336.50	459.18	46,377
MA5	49,937	1,341.50	485.96	49,081
MA6	52,622	1,342.50	512.79	51,792
MA7	55,306	1,342.00	539.64	54,504
MA8	57,992	1,343.00	566.49	57,215
MA9	60,677	1,342.50	593.35	59,928
MA10	63,362	1,342.50	620.20	62,640
MA11	66,052	1,345.00	647.07	65,354
MA12	66,610	279.00	663.31	66,994
MA13		0.00	666.10	67,276
MA+30 1	42,185	0.00	421.85	42,607
MA+30 2	44,865	1,340.00	435.25	43,960
MA+30 3	47,549	1,342.00	462.07	46,669
MA+30 4	50,226	1,338.50	488.88	49,376
MA+30 5	52,912	1,343.00	515.69	52,085
MA+30 6	55,596	1,342.00	542.54	54,797

MA+30 7	58,278	1,341.00	569.37	57,506
MA+30 8	60,966	1,344.00	596.22	60,218
MA+30 9	63,650	1,342.00	623.08	62,931
MA+30 10	66,335	1,342.50	649.93	65,642
MA+30 11	69,024	1,344.50	676.79	68,356
MA+30 12	69,582	279.00	693.03	69,996
MA+30 13		0.00	695.82	70,278

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.

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. Master degree in education or related field.

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. (Ref: Administrative Regulation #4140.1) The credits must be in education or related field.

Credit hours must have been earned following completion of the teaching certificate.

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"

- IV. **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%
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

- VI. 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.

- VII. 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.

- VIII. 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
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Anyone interested in the above job posting(s) shall send "one copy to the Superintendent and one copy to the Director of Educational Services."

cc: Human Resource Office
Association President

Complete in triplicate
Only one job posting per copy

TO: Superintendent
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. 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 August 15, 2011, and shall continue in effect until the August 15, 2013.

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

AIRPORT EDUCATION ASSOCIATION

Daniel P. Savel

Ron Jobin

Mike Schley

Sheri Sanderson

Gina Russell

BOARD OF EDUCATION

James M. Geiermann

Margaret A. Hoffman

Timothy A. Dunne, D.C.

Paul A. Miller

Gina H. Baker

Allen J. Burger

Bart F. Stasa