AGREEMENT BETWEEN

# THE AIRPORT COMMUNITY SCHOOLS BOARD OF EDUCATION

# AND

# THE MONROE COUNTY EDUCATION ASSOCIATION MEA/NEA

July 1, 2022

THROUGH

June 30, 2024

ARTICLE I MASTER AGREEMENT	3
ARTICLE II RECOGNITION	3
ARTICLE III PROFESSIONAL TEACHER RESPONSIBILITIES	4
ARTICLE IV TEACHER RIGHTS AND MANAGEMENT RIGHTS	4
ARTICLE V PROFESSIONAL COMPENSATION	7
ARTICLE VI TEACHING HOURS AND CLASS LOAD	7
ARTICLE VII TEACHING CONDITIONS	10
ARTICLE VIII QUALIFICATIONS AND ASSIGNMENTS	13
ARTICLE IX SHARED ASSIGNMENTS	13
ARTICLE X VACANCIES, PROMOTIONS, AND TRANSFERS	14
ARTICLE XI ILLNESS AND DISABILITY	14
ARTICLE XII LEAVES OF ABSENCE	15
ARTICLE XIII ACADEMIC FREEDOM	17
ARTICLE XIV MENTORS/PERSONNEL FILE	17
ARTICLE XV STUDENT DISCIPLINE AND TEACHER PROTECTION	19
ARTICLE XVI SPECIAL TEACHING ASSIGNMENT	20
ARTICLE XVII NEGOTIATION PROCEDURES	20
ARTICLE XIII REDUCTION IN PERSONNEL	21
ARTICLE XIX AGENCY MEMBERSHIP	21
ARTICLE XX FRINGE BENEFITS	22
ARTICLE XXI PROFESSIONAL GRIEVANCE PROCEDURE	23
ARTICLE XXII MISCELLANEOUS PROVISIONS	24
ARTICLE XXIII PROFESSIONAL CONFERENCES	25
ARTICLE XXIV CALENDAR	26
PAY SCHEDULE A	27
SCHEDULE B	28

# ARTICLE I MASTER AGREEMENT

This Agreement is entered into this July 1, 2022 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 June 30, 2024.

# **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 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. 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.
- 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.

# 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 they 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 they will not discriminate against any teacher with respect to hours, wages, or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or

his/her 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/her non-membership in the Association, his/her lack of participation in any activities of the Association or collective professional negotiations with the Board, or his/her 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 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:
  - 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. 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. Any bargaining unit member that receives a "highly effective" rating on their summative evaluation will receive \$100.00 in the second pay period in June.

# 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 436 minutes per day and 2180 minutes per week. Included in this is 55 minutes one (1) day per week for school improvement and curriculum meetings before or after the instructional day. The normal instructional day will be 425 minutes.
  - 2. The normal weekly teaching load for grades 5-12, will not be more than 25 teaching periods per week and shall not exceed five (5) class periods per day. The normal weekly teaching load for elementary school teachers will not exceed 1,750 minutes of pupil instruction per week.
  - 3. Grades 5-12 teachers will have five (5) class periods of preparation time per week during the instructional day. Elementary teachers, excluding electives, will receive 240 minutes of preparation time per week during the instructional day.
  - 4. All middle school teachers shall be required to work one (1) hour per week beyond the pupil instruction day. All high school teachers will work two (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. Elementary teachers shall report five (5) minutes prior to the start of the student day four (4) days each week. One (1) 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.
- 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.
- 10. 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 teachers' 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. Elementary elective and/or non-essential course teachers shall be provided 210 minutes of planning per week.
- 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.
- E. If a teacher shall teach more than the normal teaching load as set forth in this Article, he shall receive additional compensation at his/her 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/she so desires. This paragraph does not pertain to duties enumerated in Schedule B.

- F. A flat rate of \$35.00 per every class period that a teacher substitutes during their prep hour.
- G. If an employee is required to attend a professional development (PD) outside of his/her contractual year, he/she shall be paid \$25.00 per hour. For those employees unavailable to attend the PD, they shall work with their immediate supervisor to make up the PD.
- H. At the request of the teachers in any particular building, the Superintendent will attend a building meeting of teachers and administrators.
- I. 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.
  - 2. Attendance at all staff meetings unless arrangements are made with the building Principal. At least 24 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/herself "on duty" at all times, in school buildings or on school grounds. This pertains to discipline and control of the students.
- J. All teachers who need to travel from building to building will be provided with 20 minutes of travel time, however, the weather will be taken into consideration. This will not include the teacher's uninterrupted 30 minute lunch period.
- K. All kindergarten teachers will be provided with one (1) extra day for parent-teacher conferences. All teachers grades 1-4, in Title I buildings, will be provided with two (2) extra hours with sub coverage during the instructional day for parent-teacher conferences to allow for parent contact reviews with all parents. Substitutes will be provided for a regular school day.

L. All teachers are encouraged to attend the 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 ensuring 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.	Elementary	Maximum per Homeroom*
	Kindergarten	25
	First Grade	25
	Second Grade	25
	Third Grade	27
	Fourth Grade	30
	Fifth Grade	30
	Sixth Grade	30
	Combination Grade	25
2.	Secondary	Maximum per Daily Average*
	English	30
	Social Studies	30
	General Education	30

Social Studies	30
General Education	30
Mathematics	30
Science	30
Languages	30
Business	30
Computers	30
Drafting	30
Music	40
Art	30
STEM	35
Physical Education	40

Defined in MARSE, or ISD waiver (not to exceed 20)

\*If the class attendance is taken by homeroom, the class maximum will be determined by the homeroom class list. If the class attendance is taken by period, the class maximum will be determined by the daily average of all classes taught.

3. 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.

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

#### B. Elementary (K-8) by Homeroom Attendance

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 electives.

# Secondary (5-12 by Period Attendance)

When the **daily average** of secondary class enrollments (advisory type courses are not included) exceed the stated maximums for 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.

Teachers who are on a leave of absence will have their overload prorated based on the number of days worked in that semester. If they did not teach a minimum of 25 consecutive school days during that semester, they will not be eligible for an overload.

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 Cumulative Academic (CA) 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, disability, marital status or regardless of 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, disability, 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, and 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 paraprofessional 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.
- K. When a threat is made to a particular teacher, that teacher will be immediately notified by administration and be investigated.

# **ARTICLE VIII QUALIFICATIONS AND ASSIGNMENTS**

Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, and 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. 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	=	50% of full salary
	each day morning or afternoon		

 Shared assignment of working = 60% of full salary three (3) days per week

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.

- B. 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 to all bargaining unit members who have shared assignments.
- C. 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. An agreement by the teacher partners that joint planning will be undertaken whenever they have joint responsibility for the same students.
  - 4. 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**

The Association President will be notified of all certified vacancies. All vacancies will be posted on the District website.

# ARTICLE XI ILLNESS AND DISABILITY

A. At the beginning of each school year each teacher shall be credited with sick leave allowance amounting to 12 days to be used for absences caused by illness or physical disability of the teacher. Sick leave will be awarded upon the first day worked for each teacher. Any teacher using a sick day before and/or after a scheduled vacation or holiday may be required to submit documentation to the Director of Educational Services from a doctor for the day of the occurrence. The unused portion of such allowance shall accumulate from year to year with no limit.

- B. 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.
- C. Family Medical Leave. Benefits under the Family Medical Leave Act (FMLA) will be available to all eligible Employees. FMLA will be administered according to Board Policy.
- D. A sick involuntary disability leave bank will be administered in the following manner:
  - 1. New teachers will donate two (2) sick days in their first year of employment to the sick bank.
  - 2. Written medical verifications shall be given with each application to the bank.
  - 3. In order to qualify, a teacher must have 20 consecutive days of illness.
  - 4. A teacher must use all of their accumulated sick leave before they can draw from the bank. A teacher must use all of their sick and/or personal time during their leave. A request of five (5) additional days, outside the teacher's leave days, may be requested from the sick bank to have deposited into their personal bank for use upon their return. The use of these days must be related to the sick bank request.
  - 5. Requests for bank days will be made in writing and a spouse or power of attorney's signature will be acceptable when the teacher is incapacitated.
  - 6. Use of bank days will be capped at 200 days over the duration of a teacher's employment at Airport Community Schools.
  - 7. A teacher cannot draw from the bank after he/she has qualified for long term disability.
  - 8. The district payroll department must be notified by the committee chairperson as to the number of days granted to each individual by payroll dates.
  - 9. The sick bank committee will be made up of two representatives from the AEA and one representative from the district. The group will have a final decision in accepting or denying any bank request. Decisions will be based on a majority vote.
  - 10. In the event of an illness or disability, teachers may voluntarily contribute to the bank as long as they keep a minimum of 60 days of accumulated leave. A teacher may not donate more than 10 days per school year. This must be done in writing and contain the signature of the contributor and each member of the bank committee. Donated days will be deducted from the contributor's account the following pay period.
  - 11. The committee shall maintain, as an open account, records of the bank and written statement shall be submitted to the board and the association by June 30th after each school year.
  - 12. In the event the bank falls below 100 days, each teacher will contribute one additional day. The sick bank shall not exceed 400 days.
- E. 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 in order to report unavailability for work no later than one hour before regular reporting time. A teacher will call 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, determined by the Board or its designee, 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:
  - For a critical illness in the immediate family. "Immediate Family" shall be defined as a spouse, children, parents, brother, sister or parents-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:
  - 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 expenses related reimbursement will be retained by the teacher.
  - 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.
  - 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. All employees shall be granted up to five (5) working days off with pay for a death of the employee's natural parents, stepparents, siblings, spouse, partner, household dependent, children, foster or step-children.

All employees shall be granted up to three (3) working days off with pay for the death of the employee's grandparents, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law, and spouse's parents. Additional

time shall be charged to sick leave, subject to approval of the Superintendent or his/her designee.

In the event of the death of an aunt or uncle, the employee will be allowed one (1) working day per occurrence for a maximum of two (2) occurrences per fiscal year.

Employees may be granted time off charged to sick leave to attend the funeral of a non-family member at the discretion of the employee's supervisor.

In the event of a death of an employee of the School District, the paragraph above will be restricted to a representative number of employees within the bargaining unit to attend the funeral with the number to be mutually agreed upon between the Superintendent of Schools and the President and/or designee.

- c. Attendance at a ceremony awarding a diploma or degree to a member of the immediate family.
- 6. At the beginning of each school year, each teacher shall be credited with three (3) days to be used for the teacher's personal business. The employee must submit their request using the District's electronic workflow process at least three (3) working days prior to the date of requested absences.
  - Personal days are intended for business that can not be performed during the scheduled work day.
  - Personal days may not be used for outside employment, inclement weather, or scheduled in-service days.
  - Personal days may not be taken the day prior to and/or after a vacation period or holiday.
  - Personal days can not be taken adjacent to an unpaid work day.

Any request otherwise, must be communicated directly to the Director of Educational Services. The decision is within the sole discretion of the Director of Educational Services and will be made within three (3) school days of the request. Furthermore, the approving or denying of a request will not be used to establish a viable past practice for evidence of some pattern.

The parties agree that the District shall have the exclusive right to limit the number of personal days granted on a given day based upon the date and time of the teacher's notification, as indicated in the electronic process. The District shall give the teacher a reason for any day refused.

At the end of each school year, unused personal days will convert to sick days.

- D. Leaves of absence, without pay, may be granted upon application. Each application will be decided by the merits involved by the Board or its designee.
- E. The Board shall grant a leave of absence for:
  - A child care reason(s), without pay, upon a written request for such leave. Under normal circumstances, original requests for child care leave shall be given to the district 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 one (1) additional year leave may 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.
- 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 MENTORS/PERSONNEL FILE

#### I. PROBATIONARY TEACHER

- 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 nonthreatening collegial fashion.
- 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.
- 4. Because the purpose of the Mentor/Probationary Teacher match is to acclimate the bargaining unit members 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. PERSONNEL FILE

A. Each teacher shall have the right, upon request, to review the contents of his/her own personnel file, in the Director's, Specialist's, and/or Administrator's offices, relating to evaluation reports of the Airport Community School District's recommendations, copies of correspondence related to him/her, 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 Director, Specialist, and/or 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 Director, Specialist, and/or 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 attend an additional two (2) days per school year for their first three (3) years of employment for the purposes of orientation and professional development. Days may be counted as District Provided Professional Development (DPPD). 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 seven (7) of the nine (9) scheduled meetings will count towards state mandated professional development or state board certification requirements.

# ARTICLE XV 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. 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.

- I. 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.

# ARTICLE XVI SPECIAL TEACHING ASSIGNMENT

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 XVII 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. Before the end of the school year, 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 on 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 XIII 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. 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. 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.
- E. 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.

# ARTICLE XIX AGENCY MEMBERSHIP

- 1. Any teacher (or bargaining unit employee) may become a member of the union, or may elect not to become a member of the union.
- The Union, its members, and all employees shall not intimidate or coerce any individuals with respect to their right to work; or with respect to any individual's union activity or membership. There shall be no solicitation of employees for union membership or dues on school time.

# ARTICLE XX FRINGE BENEFITS

A. **Health Insurance**. Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, and/or third-party employee, the District shall make premium payments (or premium equivalent payments, for self-funded benefits) on Employee's behalf (and on behalf of Employees eligible dependents) for the following insurance programs:

**Medical/Dental/Vision/Group Life Insurance.** If the Employee is scheduled to work 30 hours or more per week, he/she will receive health insurance coverage according to the coverage elected and is eligible for offered under the MESSA GROUP: 001C: Teachers.

Employee agrees that the District has the right to allocate to Employee's responsibility for a portion of the premium for the insurance coverage specified above as may be determined by the District. However, this contribution shall not be less than the amount determined by the District to be necessary to comply with the Publicly Funded Health Insurance Contribution Act, 2011 PA 152. The District will notify the Employee of the medical premium amount for which he/she is responsible in excess of the District paid medical premium contributions including any taxes and/or assessments. Employee agrees that the amount of the medical premium contributions designated by the District as Employee's responsibility shall be payroll deducted from each payroll check that the Employee receives during their contract year.

The District will share annual health care bids with a committee of District employees representing all bargaining groups. If there is interest in changing insurance carriers, it will be voted on by all bargaining groups.

The District shall not be required to remit premiums for any insurance coverage for Employee if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party employee. The terms of any contract or policy issued by any insurance underwriter, policyholder, or third-party employee shall control as to all matters concerning benefits, eligibility, coverage, cessation of coverage, and other related matters. Employee is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage. The District, by payment of the premiums required to provide the above-described insurance coverage, shall be relieved from all liability as to insurance benefits. All insurance coverage will be in effect on the employee's first day of scheduled work and cease upon employee's termination, layoff or retirement from the school district.

The Board will pay for 100% of the premiums for Dental, Vision, and \$25,000 of Group Term Life Insurance for which the employee elects and is eligible for. Employees 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 District.

- B. An employee may choose, as an alternative to medical benefits provided in paragraph A, to be paid \$2500.00 cash-in-lieu of medical insurance. Cash-in-lieu payments will start at the beginning of each contract year and be paid over 20 pays. Cash-in-lieu will be prorated if the employee does not fulfill his/her entire contract days and will cease immediately upon termination, layoff, or retirement from the District.
- C. Upon retirement from the District with a minimum of 15 years of service with the District, and confirmation of retirement with MPSERS/ORS the employee shall receive payment of \$150.00 per day for unused sick days to a maximum of 132 days. The payout will be made payable through a 403(b) plan, as an employer contribution. In the event the employee contribution exceeds the IRS 415 limit, the excess severance payment will be paid out in cash.

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.

# ARTICLE XXI 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.
  - 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 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 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 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 XXII 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 commitment 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 20 extra to the President of the Association. Said printing and distribution shall take place not later than 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 Internal Revenue Service (IRS) 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 during the time between the last day of school and the first day of following contractual school year and are called back to a position by that first work day shall reimburse Airport Community School for the cost incurred 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 XXIII 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.
  - 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.
  - 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.
  - Teachers who wish to attend a conference should make application at least 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 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 a total of 20 teacher days per year. The District will be notified 30 calendar days in advance.

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 XXIV 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.

Professional development days will be included in the negotiated calendar.

#### PAY SCHEDULE A

	BA			MA			MA30	)
STEP	2023	2024	STEP	2023	2024	STEP	2023	2024
1	41,200.00	42,024.00	1	44,678.31	45,571.88	1	47,849.68	48,806.67
2	42,457.63	43,306.78	2	47,546.86	48,497.80	2	50,712.05	51,726.29
3	44,994.52	45,894.41	3	50,397.90	51,405.86	3	53,567.21	54,638.55
4	47,279.06	48,224.64	4	53,258.21	54,323.37	4	56,430.61	57,559.22
5	49,709.86	50,704.06	5	56,121.61	57,244.04	5	59,294.01	60,479.89
6	52,134.48	53,177.17	6	58,983.98	60,163.66	6	62,154.32	63,397.41
7	54,559.10	55,650.28	7	61,850.47	63,087.48	7	65,021.84	66,322.28
8	56,987.84	58,127.60	8	64,712.84	66,007.10	8	67,884.21	69,241.89
9	59,412.46	60,600.71	9	67,577.27	68,929.82	9	70,746.58	72,161.51
10	61,848.41	63,085.38	10	70,445.82	71,854.74	10	73,616.16	75,088.48
11	64,049.52	65,330.51	11	72,777.74	74,233.29	11	75,995.46	77,515.37
12	65,594.52	66,906.41	12	74,631.74	76,124.37	12	77,540.46	79,091.27
13	66,624.52	67,957.01	13	75,661.74	77,174.97	13	78,570.46	80,141.87
14	68,169.52	69,532.91	14	76,922.58	78,461.04	14	80,115.46	81,717.77
15	69,199.52	70,583.51	15	78,280.00	79,845.60	15	81,370.00	82,997.40

BA

MA

I.

Shall apply to all teachers possessing a baccalaureate degree from an accredited college or university and holding a provisional or permanent Michigan teaching certificate.

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.

MA+30 Shall apply to all teachers possessing 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 may only be considered with Airport Community Schools).
- 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 per school year (July 1 – June 30). 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 step on the Bachelor's Degree salary schedule. The maximum base is the twelfth 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.

Schedule B compensation may be substituted by Activity Point credit toward teacher evaluation system if mutually agreed upon by the building administrator and teacher. (see attachment #6)

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%
Seventi 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 Boys Asst Track Coach	5%
Varsity Girls Track Coach	9%
Varsity Girls Asst Track Coach	5%
Middle School Boys Track Coach	5%
Middle School Girls Track Coach	5%
Middle School Run Club	3%
Senior High Cross Country Coach	9%
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	8%
Girls Golf Coach	8%
Boys Tennis Coach	9%
Boys Junior Varsity Tennis Coach	7%
Girls Tennis Coach	9%
Girls Junior Varsity Tennis Coach	7%
Boys Soccer Coach	9%
Girls Soccer Coach	9%
Bowling Head Coach	10%
Bowling Assistant Coach	7%
High School Competitive Cheerleader	8%
Advisor	
Middle School Competitive Cheerleader Advisor	3%
Band Director	11%
Vocal Secondary Music Director	8%
Play Director (2 Plays)	4%
Elementary Music –	1%
Two(2) concerts outside the school day (i.e. Christmas and Spring Concert)	
Elementary Robotics Coach (1)	2%
Middle School Robotics Coach (1)	2%
High School Robotics Coach (1)	4%

Senior Class Advisor (2)	4%
Junior Class Advisor (2)	4%
Sophomore Class Advisor (2)	3%
Freshman Class Advisor (2)	3%
Middle School Yearbook Advisor	3%
Youth in Government Advisor	4%
Honor Society	3%
Middle School Honor Society	3%
School Improvement Chairperson	4%
School Store	4%
DECA	4%
Sr. High Student Council Advisor (1)	4%
Middle School Student Council Advisor(1)	4%
Spanish Club	4%
Interact Club	4%
Middle College School Improvement Chair	4%

Mentor Teacher  $^{1\!\!/}_{2}$  % for each semester completed for a maximum of 1 % of the teacher's salary step

Each elementary and middle school building will receive \$1,000 and the high school \$2,000 to be used for department/grade level leadership stipends authorized by the building principal.

V. 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.

Any team coach included in Schedule B that is not filled due to not having a team (ex. no grade basketball team due to lack of numbers), may be filled as an assistant coach at the same percentage. Must be approved by the athletic director.

- 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 jjob 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 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.

# Letter of Agreement Between Airport Community Schools And the Airport Education Association January 11, 2023

The undersigned parties agree to maintain contract integrity and in the interest of students and employees by agreeing to the following Letter of Agreement.

This Agreement is entered into this 20th day of December, 2022, by and between Airport Community Schools, referred to as the "District," and the Airport Educational Association, hereinafter referred to as the "Association".

In consideration of the mutual covenants hereinafter set forth, the District and the Association hereby agree to the following:

To adjust/clarify/add the following stipends in the Schedule B portion of the contract agreement between the District and the Association.

Elementary Music -

the

#### 1/2% per concert

(each elementary school music teacher is responsible for a concert per elementary school they teach at outside the school day. One concert in December (Christmas concert and one concert in the spring.) Any adjustment to this plan must be approved by the District at the beginning of the school year.

Welding Club -		4%
Middle School	Youth in Government	2%

This agreement will go into effect for the 2022-2023 school year and be inserted into the Master Agreement between the Association and District.

Association By:

Date:

Date:

# AIRPORT COMMUNITY SCHOOLS BOARD OF EDUCATION January 12, 2023 Report 23-

#### For Action – Curriculum/School Business

#### Schedule B: Letter of Agreement

#### Recommendation:

- Recommend the Board of Education to approve the addition and clarification to the Schedule B assignments, as listed, beginning the 2022-23 school year.
  - Elementary Music 1/2% per concert
     (Each elementary school music teacher is responsible for a concert per elementary school they teach outside of the school day. One (1) concert in December
     [Christmas]; and one (1) concert in the spring. Any adjustment to this plan must be approved by the District at the beginning of the school year.
  - Welding Club 4%
  - Youth in Government (YIG) Advisor, Middle School 2%

# Rationale:

- The district has been in conversation with the AEA to adjust some of the Schedule B payments to reflect the growth and responsibilities of some of the Schedule B assignments.
- Both the AEA and administration believe these new amounts and additions reflect the responsibilities and supervision associated with these activities.
- These changes would go into effect for this 2022-23 school year and be reflected in the Schedule B portion of the contract moving forward.

# Facts/Statistics/Background:

- Teachers/Advisors in the roles currently are in their first year of service. Percentage amounts are based on the Salary Schedule A, Bachelor's Step 1 (BA1)
- Letter of Agreement (LOA) attached.
- Estimated amounts of payments for 2022-23 school year are as follows:

Teacher/Advisor	Events (if applicable)	Proposed Percentage	Proposed Amount
Shelley Saltsman, Elementary Music	4.4	4%	\$1,648.00
Alisia Chmiełewski, Elementary Music	2/2	2%	\$824.00
Chase Dowler, Welding Club Advisor	NA	4%	\$1,648.00
Ryan Karle, YIG Advisor, Middle School	NA	2%	\$824.00

Suggested Motion: I move that the Board of Education to approve the addition and clarification to the Schedule B assignments, as listed, beginning the 2022-23 school year.

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

REPORT

Submit to Principal in Duplicate

Form Distribution

1. Superintendent

2. Principal

3. Association

4. Teacher

Building	Assignment	Name of Grievant	Date Filed	
a construction of the				

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	н		
A. Date Received by Superin B. Disposition of Superintend	-			

31

Signature Date
C. Position of Grievant and/or Association
Signature Date
STEP III
<ul> <li>A. Date Received by Board of Education or Designee</li></ul>
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

This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2024.

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

AIRPORT EDUCATION ASSOCIATION Amv Thompson roche Lori Mossburg Christina Manwell Paula Pecay

BOARD OF EDUCATION

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Janice Doederlein

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Alleh Burger

Carl Mules

Paul Miller

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AIRPORT COMMUNITY SCHOOLS

Superintendent's Office | Ryan Duvall Administrative Assistant Sharon Souva

734-654-4012 | 11270 Grafton Rd., Carleton, MI 48117

Letter of Agreement Between Airport Community Schools And the Airport Education Association March 21, 2024

The undersigned parties agree to maintain contract integrity and in the interest of students and employees by agreeing to the following Letter of Agreement.

This Agreement is entered into this 21st day of March, 2024, by and between Airport Community Schools, referred to as the "District," and the Airport Educational Association, hereinafter referred to as the "Association".

In consideration of the mutual covenants hereinafter set forth, the District and the Association hereby agree to the following:

In the event that an elementary electives teacher is absent from work and there is not a substitute available, another elective teacher may assume the responsibility of homeroom students, during their regularly scheduled class time, in an effort to provide the homeroom teacher planning time.

If agreed by both parties, the elective teacher will receive \$35 for each class taken under the mentioned circumstance.

This agreement will expire on June 13, 2024 and shall not be used to set precedent for future like situations.

or the Association

the **District** 

Date:

Date: