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AGREEMENT  
BETWEEN  
THE AIRPORT COMMUNITY SCHOOLS  
BOARD OF EDUCATION

AND

THE MONROE COUNTY EDUCATION ASSOCIATION  
MEA/NEA

September 1, 1991

through

August 31, 1994

*Airport Community Schools*

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## ARTICLE I

### MASTER AGREEMENT

This Agreement is entered into this August 25, 1991 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 31, 1994.

## 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, social worker, school psychologist, certificated librarians and certificated professional personnel on leave employed by the Airport Community Schools;

but excluding:

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

- B. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement.

C. Definitions:

1. The term "teacher" when hereinafter used in this Agreement, shall refer to all employees represented by the Association and the bargaining unit as above defined: and reference to male teachers shall include female teachers (Singular shall include plural). It is expressly understood that substitute teachers, unless designated permanently employed substitute, shall not be included within the

definition of the term "teacher" throughout the body of this Contract.

2. Permanent substitute shall be defined as a substitute employed in the same position on a full-time basis for a period of more than 60 consecutive days. Permanent substitutes shall receive pro-rata full compensation as guaranteed by this agreement beginning with the date the superintendent has knowledge that the substitutes services will be required beyond the 60 days. (Ref.:MCLA 380.1236)
3. Temporary per diem teachers shall be defined as a substitute employee in the same position on a full-time basis for a period of sixty (60) or less consecutive days.
4. The term "Board" shall include its officers, members and/or administrative staff.
5. Whenever the term "agreement" is used, it shall mean this Contract and all appendices and Letters of Understanding which shall be incorporated by reference.
6. The term "hours of instruction" or words to that effect shall refer only to time spent in the classroom instructing or teaching during scheduled class periods. Activities not included under the above term shall include, but not be limited to supervision, passing time, and dismissal time.

### ARTICLE III

#### PROFESSIONAL TEACHER RESPONSIBILITIES

- A. No teacher shall be disciplined, reduced in compensation, or dismissed without just cause. All information forming the basis for disciplinary action will be made promptly available to the teacher. All reprimands shall be placed, in written form in the employee's file with the teacher being so notified and presented with a copy. When a request for representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present. The local President shall be promptly notified of reprimands.
- B. Any reprimand or disciplinary action whatsoever, oral or written, directed toward any teacher shall be removed and considered void and all rights waived after 5 years from the reprimand date, and cannot be used against the teacher thereafter. This information may be removed at an earlier date if the Superintendent so desires.
- C. A teacher shall have the opportunity to make a written response to any reprimand. This teacher response shall become a part of the teacher's permanent file, so long as the reprimand is contained therein.

## ARTICLE IV

### TEACHER RIGHTS AND MANAGEMENT RIGHTS

- A. Pursuant to Act 336 of the Public Acts of 1947 as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection, provided all activities of the Association shall be carried on during lunch or after school hours. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or conditions, of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment. Further, the Association agrees that it will not directly discourage or deprive or coerce any non-member teacher in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any non-member teacher with respect to employment by reason of his non-membership in the Association, his lack of participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teachers. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, except as it can seriously affect the professional rights, duties, and responsibilities of the teachers. Likewise, the private and personal life of any Board of Education member is not within the appropriate concern or attention of any teacher of the Association responsibilities of the Board of Education member. Any alleged violations of the provisions of this section shall be processed.

through the appropriate judicial or administration tribunal. (example: MERC)

B. The Board specifically recognizes the right of its employees appropriately to invoke Articles XVIII and XXII (Negotiation Procedures and Professional Grievance Negotiation Procedure) respectively.

C. The Association and its members shall have the right to use school building facilities as do all organizations or the community. Established regulations and procedures are outlined in Board policy. The Association will be permitted to distribute its own information throughout the school mail distribution system. All such information must be identified as Association literature and will be delivered promptly by the district. A copy will be sent to the Superintendent. Association literature may be posted on faculty room bulletin boards. Posting elsewhere on school grounds is prohibited. Use of the intercom, voice communications systems for announcements of the Association is prohibited.

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

E. The Board, on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the professional work-related activities of its employees;

2. To hire all employees and subject to the provisions of law to review their certification and to determine their professional qualifications, and the conditions for their continued employment, or their dismissal or demotion and to promote, and transfer all such employees;

3. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with

respect thereto, and non-teaching activities, and the terms and conditions of employment.

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

## ARTICLE V

### PROFESSIONAL COMPENSATION

- A. The salaries of the teachers covered by this Agreement are set forth in Schedules A and B which are attached to this Agreement. Such salary schedules shall remain in effect during the term of this Agreement.
- B. The salary schedule is based upon a normal weekly teaching load as hereinafter defined: Starting day is defined by the calendar.
- C. Payments of salaries will commence on or before the second Friday or after the second week of classes.
- D. Prior to the second working day of the school year each teacher will select one of the following bi-weekly payments.
  - 1. Twenty-one bi-weekly payments.
  - 2. Twenty-six bi-weekly payments.
  - 3. Twenty payments of 1/26 of the teacher's salary, one payment of 6/26 if the teacher's salary due on the twenty-first payday.
- E. A teacher may apply for tuition reimbursement up to \$80.00 per credit for additional graduate level credits leading to North Central qualifications or to meet other needs of the district. The district shall have the sole discretion in deciding tuition reimbursement (non-grievable). The teacher must apply for prior approval and the total amount due to the bargaining unit cannot exceed \$4,000 per year. (non-cumulative)
- F. 1. The Airport School District and The Airport Education Association hereby establish a reserve to be used for committee compensation. The amount of the reserve shall be adjusted every year to reflect the percentage increase in Full Family Hospitalization

For the 91-92 school year the parties have allocated \$22,500 to the reserve.

- F. 2. The 1992-93 reserve shall be adjusted to reflect the health insurance increase according to the below table. The percentage increase will be determined by the increase reflected in the fully family rates under the Health Insurance.

The beginning point of the reserve shall be derived from the prior years reserve. For example:

- a. If the prior years reserve was \$22,500.00, and the Health Insurance increase is 17%, the remaining percentage of the reserve would be 30% of the prior years reserve \$6,750.00.
- b. If the prior years reserve was \$22,500.00, and the Health Insurance increase was the 11%, the reserve would be 90% of the prior years reserve or \$20,250.00.

<u>Insurance Increase</u>	<u>% of reserve</u>	<u>value of reserve</u>
10%	100%	22,500
11%	90%	20,250
12%	80%	18,000
13%	70%	15,750
14%	60%	13,500
15%	50%	11,250
16%	40%	9,000
17%	30%	6,750
18%	20%	4,500
19%	10%	2,250
20%	9%	-0-

F. 3. The 1993-94 beginning point of the reserve shall be derived from the prior years reserve. For example:

- a. If the prior years reserve was \$22,500.00, and the Health Insurance increase is 17%, the remaining percent of the reserve would be 30% of the prior years reserve or \$6,750.00.
- b. If the prior years reserve was \$22,500.00, and the Health Insurance increase was 11%, the reserve would be 90% of the prior years reserve or \$20,250.00.
- c. If the prior years reserve was \$20,000.00, and the Health Insurance increase is 12%, the reserve would be 80% of the prior years reserve or \$16,000.00.
- d. If the prior years reserve was \$19,000.00, and the Health Insurance increase was 11%, the reserve would be 90% of the prior years reserve or \$17,100.00.

Insurance Increase    % of prior years reserve    Value of Reserve

10%	100%
11%	90%
12%	.80%
13%	.70%
14%	.60%
15%	50%
16%	40%
17%	30%
18%	20%
19%	10%
20%	-0-

Allocation of the Reserve

- F. 4. Each year a representative of the Board and Association shall meet to determine the allocation of the reserve. 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. Teachers will be expected to be on duty five minutes before the opening of the pupils' regular day in the morning. In instances when the opening of school is delayed due to adverse weather conditions, teachers will arrive as soon as possible but no later than five minutes before the opening of the pupils' revised school day.
2. The time between reporting for work and leaving will be 6 hours, 40 minutes. Adequate preparation room shall be made available to each teacher in his building. If during the grievance procedure it is determined adequate preparation room is not available, then a teacher shall be released seek his own preparation room outside the building with no loss in pay or other benefits.
3. The normal weekly teaching load will not be more than 30 teaching periods and shall not exceed 360 minutes of pupil instruction per day. Assignments to a supervised study period shall be considered a teaching period for the purpose of this contract.
4. All teachers shall have a 30 minute, duty-free, uninterrupted lunch period. Upon presentation of an acceptable schedule, agreeable both to the teachers and administration, this can be changed.
5. 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.
6. When conditions necessitate, a teacher may seek permission from the building principal to leave earlier than the established time.
7. 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: 183 days x 6.75 hours per day divided into 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 each Monday through the next Monday.

b. Seating charts of students available at all times.

c. Whenever such (a and b) are not available the teacher involved will be required to deposit such in the building office no later than each Friday until such time as the administrator is satisfied, not to exceed one (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. Total meeting time prior to or beyond the scheduled school day will be limited to forty-five minutes per month. Additional meetings may be scheduled during the monthly in-service meetings.
3. Acceptance by the teacher that he has an obligation to the student, to consider himself "on duty" at all times that he is in the school building, or on school ground, in regards to discipline and control of the students.

## 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	30
	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 by more than two students, the teacher affected shall be provided a maximum of \$100.00 to purchase additional instructional supplies/equipment for his/her classrooms. The supplies and equipment must be approved by the School District.

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

2. Junior and Senior High School

When secondary class enrollments exceed the stated maximums by more than two students in more than two classes (periods), the teacher affected will be provided a maximum of \$100.00 to purchase additional instructional supplies/equipment for his/her classroom. The supplies and equipment must be approved by the School District.

3. The foregoing provisions do not apply until the second Friday following the fourth Friday count.

- C. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The selection and proposed use of these educational tools will be the product of building and/or district curriculum committees, as appropriate.
- D. To relieve teachers of cafeteria, playground, and bus duty, the Board agrees to engage a sufficient number of aides in the schools. Teachers shall not be required to: patrol halls, inventory supplies and equipment not

in the classroom, duplicate teaching materials (teachers will make their own masters). schedule audio-visual equipment, collect monies for milk and lunch, establish C.A. records for all new students, including Kindergarteners. 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 in which smoking shall be permitted. The Board shall seek and consider all recommendations which teachers shall make as concerns future building and remodeling.
- F. Telephone facilities shall be made available to teachers for their reasonable use. All personal toll calls shall be made at the teachers' expense.
- G. Adequate parking facilities shall be made available to teachers for their exclusive use.
- H. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, handicap, color, national origin, age, sex, or marital status or membership in an association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, handicap, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.
- I. A copy of Master contracts with other employees of the district shall be made available to the Association.
- J. Before a new supplementary program is initiated, a teacher shall be supplied by the appropriate administrator, a list of objectives, methods to be used, evaluations to be made of the program and another useful information necessary for an effective program. Said teacher shall have the option of working with a para-professional at any time during the program.

Reference is made to categorical programs only.

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

## ARTICLE VIII

### QUALIFICATIONS AND ASSIGNMENTS

A. All teachers shall be given written notice of their assignments for the forthcoming year no later than the fifteenth (15th) day of May. Where possible, teachers shall be assigned to their current teaching position.

1. Elementary (K-6) teachers shall be assigned by specific grade and building.
2. Secondary teachers shall be assigned by subject and building.
3. Teachers whose positions cannot be assigned under the criteria of numbers one and two above, shall be assigned by program.

B. Elementary and junior high students shall receive instruction in physical education, art, and music, by a teacher holding a minor in these fields.

C. If a teacher's position is eliminated, they shall be considered unassigned and may apply for vacancies as per Article X-C .

1. Secondary teachers of grades 9 through 12 employed prior to September 1, 1986, shall be given until the 88-89 school year to meet the minimum North Central requirements necessary in the subject area(s) that they teach. (Teachers must be North Central qualified prior to the start of the 88-89 school year). The Board must give written notice to each secondary teacher as to the necessary additional credits needed to meet these requirements.

2. For teachers hired after September 1, 1986, qualified shall be as follows:

Qualified: For a teacher holding a secondary certificate to be qualified in the ninth (9th) through twelfth (12th) grade level, a teacher must meet the minimum North Central requirements necessary for the subject area.

For a secondary teacher to be qualified in the seventh (7th) through eighth (8th) grade, they must have a minimum of a seven (7th) through eighth (8th) subject area major and minor commensurate to the assignments.

Elementary certified teachers will be qualified K-6 to teach in those areas that certification permits, however, for grades seven (7) and eight (8), elementary certified teachers must have a specific subject area major or minor in order to be considered qualified.

- D. In the event that changes in such schedules are proposed, the local President and affected teachers shall be notified promptly. In no event will changes in teachers' schedules be made later than the 7th calendar day following the first reporting day for teachers, unless an emergency situation requires same.
- E. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties enumerated in Schedule B, and summer school courses, shall not be obligatory, but shall be with the consent of the teacher.

## ARTICLE IX

### SHARED ASSIGNMENTS

A. With the approval of the Employer, two (2) bargaining unit members may at their option agree to share an assignment/position that otherwise would be performed/occupied by a single bargaining unit member. For the purpose of this Article, a shared assignment is either:

1. Working each day, but less than a full day. In elementary assignments this would be teaching either morning or afternoon, while in secondary assignments it would mean having less than the full teaching assignment per day as determined by the two (2) bargaining unit members.
2. Working less than five (5) days per week. During the period of a shared assignment, bargaining unit members remain subject to any 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<br>each day morning or afternoon | = | 50% of<br>full salary |
| 2. Shared assignment of working<br>three (3) days per week       | = | 60% of<br>full salary |

Bargaining unit members working a partial day or week shall be paid at the same time and the same manner and have the same options as bargaining unit members without shared assignments.

- C. Each bargaining unit member participating in a shared assignment shall be credited pro rata with all of the leave days provided bargaining unit members under Article XI Sick Leave. Prorated insurance benefits as provided in Article XXI A, B, C and D shall be provided all bargaining unit members who have shared assignments.
- D. Shared assignments shall not in any way involve involuntary transfers of any unit member. Bargaining unit members requesting shared assignments shall notify the Employer in writing by May 1 for shared assignments

for the following school year. Requests that do not comply with these deadlines may be considered at the option of the Employer. Bargaining unit members who are on any of the shared assignments and who wish to return to full time status or make any change in his/her shared assignments, shall notify the Employer in a timely manner. Timely notification shall be defined as by May 1 for the following school year. Failure to timely notify the Employer of a desired change or termination of the shared assignment shall cause the shared assignment to continue for the subsequent school year. A bargaining unit member who timely requests to return to full time status shall be returned to full time status if his/her seniority is sufficient to do so. The parties recognize that returning to full time status may necessitate the implementation of the bumping procedure as per - Article X and XIX.

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

## ARTICLE X

### VACANCIES, PROMOTIONS, AND TRANSFERS

- A. The Board recognizes that it is desirable, in making assignments, to consider the interest and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.
- C. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. For the purpose of this agreement, a vacancy shall be defined as:
  1. An opening by result of resignation, promotion, transfer, retirement, layoff, leaves of absence of one (1) year or more, termination of employment, or death, and
  2. An additional grade or position at a given building.

Whenever a vacancy arises or is anticipated, the Superintendent shall promptly notify the Association president, and shall solicit application from interested teachers. Teaching vacancies shall be filled on the basis of seniority and certification. Effective 9-1-88, teachers applying for vacancies in grades nine through twelve shall possess North Central Accreditation requirements for that project. An applicant with less seniority in the district shall not be awarded such position unless his competency and qualifications shall be superior. Seniority shall be defined in XIX - Reduction in Personnel.

3. Any internship program shall last no longer than two (2) years in any one position. At the end of that time the Board of Education shall hire a person for that position on a full time basis or eliminate that position. Any teacher who has successfully completed an internship program with Airport shall be given consideration in hiring.

D. The parties agree that involuntary transfers shall be minimized and avoided wherever possible. An involuntary transfer will be made only in the case of layoff, emergency, or to prevent undue disruption to the instructional program or to enhance the instructional program. When an involuntary transfer is necessary, the Superintendent shall promptly notify, in writing, the affected teacher and the Association of the reasons for such transfer. The reasons shall be specific, and if challenged in the grievance procedure, no other reasons can be considered at any step in the grievance procedure, including arbitration. If the teacher objects to such transfer, the dispute may be resolved through the professional grievance procedure, and in each and every such case, the Board shall have the burden of proof.

1. To the extent possible, no vacancy shall be filled by means of involuntary transfer if there is a known qualified and appropriate volunteer available to fill such position. The Board shall post all vacancies requiring transfer five work days prior to making the transfer.

2. When an involuntary transfer or reassignment is necessary, number of years of experience in the Airport School District, certification, and demonstrable program needs shall be considered in determining which teacher is to be transferred or reassigned. Such transfer will not be done for disciplinary reasons.

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

F. No position under this Article shall be filled until the Association has been given at least ten (10) working days written notice thereof, except as hereafter provided.

1. The Superintendent shall make an assignment from submitted bids and notify all teachers involved in writing within ten (10) working days after the close of bids.
  2. Vacancies which occur after the 1st day of June and before the commencement of school shall be filled in accordance with a request filed by a teacher prior to the last day of school in accordance with Article X-A. The Association will be notified as to these vacancies and whether the position was filled by a present staff member.
- G. Any opening which occurs as a result of a teacher being granted a leave of absence for less than one year shall be filled by a new employee in order to retain the position for the individual on leave of absence. If the teacher does not return from the leave of absence, or requests and is granted an extension of the leave of absence, the position will be posted as vacant and filled in accordance with the provision of this Article.
1. A written request to the Personnel Office may be made by any two (2) teachers who wish to exchange assignments for up to one school year provided:
    - a. The administrators who would be affected agree to the exchange, and
    - b. The teachers involved are certified for the position.
  2. Applications for this exchange must be submitted to the Personnel Office by April 15 for the following school year. This provision is not subject to the posting procedure. The Superintendent or his/her designee shall make the final decision on all requests for such exchange in assignments.

## ARTICLE XI

### ILLNESS AND DISABILITY

- A. At the beginning of each school year each teacher shall be credited with sick leave allowance amounting to twelve (12) days to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year up to a maximum of one-hundred thirty-two (132) days.
- 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. Upon request from the Board the teacher shall furnish the Board with a written statement from the doctor attesting to their inability to return to work, after five (5) consecutive calendar school days off.
- 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 1) have depleted his/her individual accumulated sick leave days and 2) have had fourteen (14) consecutive days of illness. Days shall be granted retroactively.
  - 3. 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.
  - 4. 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.

5. 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.
6. A four member committee (2 appointed by the Association and 2 appointed by the Board) shall administer the sick leave bank and approve or deny all applications. If approved, the number of days shall be set by the committee subject to reapplication.
7. 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.
8. Any member of the bargaining unit on a leave of absence is ineligible for the sick leave bank.
9. 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.
10. In case the bank days fall below 150 days, each teacher shall contribute one additional day.

## ARTICLE XII

### LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the period compensated under Article XI shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Upon return from said leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.
- B. Leaves of absence with pay, chargeable against the teacher's sick leave allowance, shall be granted for the following reasons:
  - 1. For a critical illness in the immediate family. "Immediate Family" shall be defined as a spouse, children, parents, brother, sister or parent-in-law, or anyone who resides in the household.
  - 2. One (1) day per year when emergency illness in the immediate family requires a teacher to make arrangements for necessary medical or nursing care.
- C. Leaves of absence with pay, not chargeable against the teacher's allowance shall be granted for the following reasons:
  - 1. Absence when a teacher is called for jury duty. The Superintendent will be notified immediately. The teacher shall receive his/her regular daily rate of pay minus the per diem rate paid by the Court. Expenses, meals, lodging and other expense related reimbursement will be retained by the teacher.
  - 2. Court appearances as a witness in any case connected with the teacher's employment or the school, or whenever the teacher is subpoenaed to attend any proceeding, except when the teacher is the plaintiff and the Board is the defendant.
  - 3. Visitations at other schools or for attending educational conferences or conventions approved by the Board.
  - 4. Time necessary to take the selective service physical examination.
  - 5. Such portion of the day or days as is necessary for:
    - a. attendance at a ceremony to receive a degree.

- b. attendance at the funeral service of a person whose relationship warrants such attendance.
  - c. attendance at a ceremony awarding a diploma or degree to a member of the immediate family.
6. A maximum of two (2) days per school year for the conduct of personal business affairs which cannot normally be handled outside school hours. A teacher planning to use a personal leave day or days shall fill out a written form stating the date and general reasons and present it to his/her building principal three (3) working days in advance, except in cases of emergency. The principal shall return the written form with the signature of the principal and the date. Form attached and made part of this agreement.
- 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. Teacher will return from a one year child care leave to the same position, if available, or to another position within his/her certification.
2. Up to an additional year leave will be granted upon the request of the teacher. A teacher returning from a leave of more than one year shall be returned to a position for which he/she is certified.
3. Return from a leave of absence during a layoff period shall be contingent on the returning teacher having greater seniority than those within his/her certification who are on layoff.
- F. The Board shall grant a leave of absence for one (1) year, without pay, to any teacher to campaign for, or serve in a public office. This leave may be extended by the Board at its discretion.

## ARTICLE XIII

### ACADEMIC FREEDOM

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights. Therefore, teachers shall have reasonable freedom in the implementation of the curriculum. However, this does not exclude the right and the obligation of the principal to question, instruct and direct whenever in his professional opinion it is necessary.

## ARTICLE XIV

### PROBATIONARY TEACHER EVALUATION

- A. The work performance of all probationary teachers shall be evaluated three (3) times during the school year. During the first (1st) six (6) week period all probationary teachers shall take place within twenty-four (24) hours. During the second (2nd) or third (3rd) six (6) weeks, the probationary teacher will be observed and written report will be given to the probationary teacher within ten (10) days. During the fourth (4th) six (6) week period another observation of the probationary teacher will take place. A written report will be furnished to the teacher and the Association. A conference will be held with each probationary teacher when the written report is submitted. At the request of the teacher, the Association, or the administration, a tenure teacher shall be observed and evaluated.
- B. Evaluations shall be conducted by the teacher's supervisor or an administrator working in the same building or otherwise familiar with the teacher's work who shall be designated by the Board. The teachers recognize that observation and evaluation is an ongoing process and is a cooperative effort between teacher and administrator.
- C. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.
- The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- D. No later than March 15th of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher and the Association. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy sent to the Association and provide for a hearing when requested. A joint committee shall be set up at the request of the Association or Board of Administration

to investigate ways of improving the probationary/tenure structure.

- E. Each teacher shall have the right, upon request, to review the contents of his own personnel file, in the Superintendent's and Principal's office, relating to evaluation reports of the Airport Community School District, recommendations and copies of correspondence related to him and initiated by the school district after employment. No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. The review shall be made in the presence of the administrator responsible for the safekeeping of these files, which the parties acknowledge are the property of the school district and not to be removed from the office of the administrator. In this review, the teacher may be accompanied by a representative of the Association, provided the teacher gives his written consent to the third (3rd) 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.

- F. Sometime during the week in which March 15th falls, a meeting of administrators and representatives of the Association shall meet to discuss all probationary teachers and their recommendations for further employment. Whenever administrators and the Association disagree on a conclusion, each will write separate recommendations and forward such to the Superintendent. Agreeable conclusions will also be forwarded to the Superintendent. Negative reports and conclusions will be forwarded immediately. At least two (2) Board of Education members shall attend this joint meeting.

#### PROCEDURES AND TIMELINES FOR TENURE TEACHER EVALUATION

- I. All tenure teachers will be evaluated at least once every four years. Probationary teachers will be evaluated each year of their probationary status.
- II. The evaluation form and a discussion of procedure will be presented the first day of school to all staff.
- III. Teacher who are to be evaluated in a given year will have a group meeting with the administrator(s) responsible for their evaluation. The purpose of this meeting will be to discuss the forms,

expectations, and procedures. At this time, exceptions to the timelines for the observations, visitations and conferences may be mutually determined.

- IV. A preconference will be held at the request of either the teacher or the administrator.
- V. There may be an unlimited number of short visitations to the teacher's classroom. The minimum number of these visitations will be four, at least once during each 7-week period starting from the beginning of the school year.
- VI. A minimum of two formal observations will be made. The first will take place during the first eight weeks of school, and the second will occur prior to April 15. During both of these observations, the Observation Summary will be completed.
- VII. Timelines for observations and evaluations of probationary teachers will be as per the master agreement.
- VIII. A post conference will be held after each formal observation within two (2) school days of the observation. The first conference will be oral and no written record will be maintained. Subsequent observations may be written. The Teacher Evaluation for Professional Development form shall be completed in writing within ten (10) school days after the final evaluation and placed in the teacher's file.
- IX. Teachers who are not part of the evaluation group in a given year may request that a short visitation be made.
- X. In areas in which deficiencies are noted, it is the responsibility of the evaluator to provide specific examples of situations in which the problem was noted.

ARTICLE XV

INSERVICE TRAINING

- A. Planning for inservice shall be the responsibility of the district professional development 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 disturbed, 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

recommendation, as to the validity of such claim, to the superintendent.

- K. The Board shall furnish, without charge, gym uniforms for all physical education teachers, laboratory coats or smocks for art, business education, home economics, industrial arts, and science teachers. All such clothing will be worn only during working hours and will not be worn after working hours. All such items must be ordered through the office of the principal.
- L. Each new teacher to the district shall have a physical examination to prove his fitness for employment. The cost shall be paid by the employee.

## ARTICLE XVII

### SPECIAL TEACHING ASSIGNMENT

- A. Assignments for the Summer School programs will be made by the Board on the basis of preference to teachers possessing valid provisional and permanent teaching certificates regularly employed in the district during the normal school year. Priority will be given to the teacher's academic training (i.e. major and minor fields of study) and his/her years of service in the district. A deadline for employment will be announced. All vacancies after the deadline will be filled from any source available. No teachers shall be required to work a split shift or teach less than three (3) hours in any Summer School Program.
- B. Teachers involved in extra duty assignments set forth in Schedule B-VI which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Article and the annexed schedules without deviation.

## ARTICLE XVIII

### NEGOTIATION PROCEDURES

- A. It is contemplated that matters not specifically covered by this agreement but common to the parties shall be subject to professional negotiations between them from time to time during the period of this Agreement upon mutual agreement of both parties.
- B. At least sixty (60) days prior to the first day of June the parties will likewise begin negotiations for a new Agreement covering wages, hours, and conditions of employment of teachers by the Board.
- C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.
- E. A teacher, summoned by a member of the administrative staff, during the school day in negotiation in behalf of the Association with any representative of the Board or participation in any professional grievance negotiation shall be released from regular duties without loss of salary.

## ARTICLE XIX

### REDUCTION IN PERSONNEL

A. SENIORITY. New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.

B. Length of Service

1. Length of service will be computed by subtracting the last effective date of employment from the current date. In the circumstance of more than one individual having the same effective date of employment, the time and date that each individual's contract was received in the Superintendent's office will determine placement on the seniority list. (For persons hired after 4/14/81; current list to govern those hired prior to then.)

2. Time counted toward length of service shall include all periods when the teacher was on leave of absence or layoff.

C. 1. The Board of Education shall prepare a seniority list and transmit a copy of the same to the Association on or before the 30th day of September for each school year.

2. The seniority list shall be published and distributed to all teachers in the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.

D. Necessary reduction of personnel - LAYOFF. The parties hereto, realizing that education, curriculum and staff to a large degree depend upon the economic facilities available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the educational program, curriculum and staff when funds are not available hereby agree as follows:

1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum.

2. In order to promote an orderly reduction in personnel when the educational program and

curriculum is curtailed the following procedure will be used.

a. No teacher shall be laid off pursuant to a necessary reduction in work force unless said teacher shall have been notified in writing at least thirty (30) calendar days prior to the effective date of layoff. The Association President shall receive a copy of all lay-off notifications promptly. The teacher shall sign a receipt for the layoff notice.

b. Probationary teachers shall be laid off first, except where no tenure teacher is certified to fill the position. To be qualified under this section teacher must be properly certified by the State of Michigan.

c. For teachers hired after 9-1-86, the term "qualified" under that section shall be defined as follows:

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

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

d. In the event that the economic reasons that necessitated staff reduction cease to exist, every effort will be made to return teachers to their original positions.

e. Teachers who are laid off during a contract year shall be considered as having completed the contract year for the purpose of placement on the salary scale if employed for more than one half of the school year, otherwise such teachers shall remain on the same salary step.

E. Recall. Seniority teachers shall be recalled to employment in inverse order of layoff for any positions as determined by the programs offered by the Board, for which they are certified. Seven (7) calendar days after the teachers' first reporting, the school district shall have no obligation to involuntarily transfer staff to allow for the recall of high seniority teachers. Prior to this, teachers shall be involuntarily transferred to currently existing positions to allow for the recall of a high seniority teacher who is certified for the vacancy created. Notification of recall shall be sent by certified mail to the teacher's last known address. It shall be the

responsibility of each teacher to notify the Board of any change in address. The above is subject to the requirements of Article VIII C.

- F. Employees who are notified of recall and fail to respond within five (5) days or who fail to report for duty within fifteen (15) days of recall notice shall be considered as resigned. The Association shall be notified of all recalled employees.
- G. Recalled teachers shall be entitled, upon return to employment, to such sick and leave benefits as accrued prior to layoff. A teacher recalled and unable to return to employment due to illness or disability will, upon provision of proof of illness or disability up to a maximum of one year.
- H. A laid off teacher may continue his/her health, dental and life insurance benefits, subject to the rules and regulations of the carrier providing that direct payments be made to the carrier, if permitted, or to the Board seven days prior to the premium due date.
- I. Teachers laid off after completion of a full school year will be entitled to a full twelve months payment of insurance premiums starting September 1 of the employed year. Teachers laid off after completion of less than a full school year will be entitled to a pro-rata term of insurance premium payments according to the portion of teacher work days set forth in the school calendar he or she worked prior to lay-off.
- J. A laid off teacher shall upon application, be granted priority status on the district substitute teacher list, subject to the district's substitute policy.
- K. The recall list shall be maintained by the Board. After 2 years a probationary teacher shall lose his/her right to recall.

## ARTICLE XX

### AGENCY MEMBERSHIP

- A. All teachers shall cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Association) within sixty (60) days of the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with the conditions, shall notify said teacher that Article XX of the Master Agreement calls for all teachers to pay the Association a fee equivalent to the dues and assessments and said teacher shall honor the Master Contract Agreement.
- B. Each teacher shall sign an "authorization for deduction" form to the payroll department. It shall be signed by the teacher and list all deductions that are authorized by said teacher. This authorization for deduction of payroll shall be in effect until:
  - 1. the teacher signs another authorization form or
  - 2. termination of employment.

## ARTICLE XXI

### FRINGE BENEFITS

- A. The Board shall provide to the employee and the employee's family M.E.S.S.A. Super Care I for a full twelve (12) month period beginning in September of each year.
- B. 1. A teacher may choose, as an alternate to benefits provided in paragraph A above, to receive \$1,500 yearly as follows:
  - a. 125.00 the 1st of every month to be invested with MEFSA tax deferred annuities or any other Board approved annuity, not to exceed \$1,500 per school year OR
  - b. A \$1,500 stipend paid the first pay in August.
- C. The Board shall furnish to all teachers full family MESSA Delta Dental Plan D 70/70/60 (with internal and external coordination of benefits) for a twelve (12) month period.
- D. The Board shall furnish to all teachers and families M.E.S.S.A. Vision Care Insurance Plan VSP-3 with internal and external coordination of benefits for a period of twelve (12) months.
- E. When an Airport Community school teacher becomes eligible for state retirement, 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. If the employee chooses not to retire when eligible the payout will be reduced by \$50.00 per day for the first (1st) year. The payout will decrease by \$20.00 per day for each year there after.

OR

After 25 years of service as determined by the State, an Airport teacher, 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 resignation, the Board will make payment to the retiring teacher in the following manner:

The Board will reimburse the eligible teacher \$150.00 per day (ie) 1 day = \$150.00 xx 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.

F. 91-92 School Year

The school district shall provide all full time teachers \$25,000 life insurance. Teachers receiving hospitalization coverage shall receive \$5,000.00 from the life insurer selected by the health carrier, and \$20,000.00 from life insurer selected by the school district.

## ARTICLE XXII

### PROFESSIONAL GRIEVANCE PROCEDURE

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

5. Level 4: If the grievance is not resolved at Level 3, the matter may be referred to binding arbitration. Notice to refer the matter shall be given twenty (20) working days from the date of the Board's written response to the grievance in Level 3. The grievance will be submitted to binding arbitration under and in accordance with the rules of the American Arbitration Association.
- a. The arbitrator shall hear the grievance in dispute and shall render his decision within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issues submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.
  - b. The arbitrator shall have no authority except to pass upon alleged violations for the provisions of this Agreement and to determine disputes involving the application or interpretation of the provisions of this Agreement.
  - c. The arbitrator shall have no power or authority to add to, subtract from or modify any terms of this Agreement. The arbitrator shall not render any decision which would require or permit an action in violation of the State or Federal laws. The termination of services or failure to employ or re-employ any teacher to a position on the extra-curricular schedule, shall not be subject to the grievance procedure.
  - d. The arbitrator's fee and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any non-teacher witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.
- C. The forms used in processing grievances will be uniform and attached to this Agreement.
- D. All time limits stated above may be extended or waived by mutual consent of both parties. It is understood that if no decision is communicated by the Board or its agents within the specified time limits the grievance is automatically advanced to the next level of the procedure.

## ARTICLE XXIII

### MISCELLANEOUS PROVISIONS

- A. No polygraph or lie detector devices shall be used in any investigation of any teacher.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement.
- C. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts therefore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. The Association shall be duly consulted with by the Board of fiscal, budgetary and tax programs affecting the district and the Association shall, whenever feasible, have the opportunity in advance to consult with the Board with respect thereto prior to the general publication. The Association shall have an automatic position on the Board's agenda for the purpose of consulting with and advising the Board. The Association shall be subject to all rules and parliamentary procedures, like any other individual attending, being used by the Board officer in charge of the meeting.
- F. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board plus twenty (20) extra to the President of the Association. Said printing and distribution shall take place not later

than sixty (60) days after ratification of this Agreement.

- G. If any provision of this Agreement or any application of the Agreement shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- H. The Board shall furnish to each teacher an up-to-date list of all teachers in the district, addresses and phone numbers.
- I. The Association shall provide all building administrators in writing, the names of the Association representatives and shall notify said administrators of any changes as they occur.
- J. Teachers required in the course of their work to drive personal automobiles between different work locations shall receive a mileage allowance equal to the I.R.S. allowable deduction in effect on September 1 of the school year.
- K. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work no later than one (1) hour before regular reporting time. A teacher shall call in before the end of his actual teaching day to confirm his availability for the next day. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- L. A teacher's hourly rate shall be calculated thusly: 183 days x 6.75 hours per day divided into base salary.
- M. 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.

## ARTICLE XXIV

### PROFESSIONAL CONFERENCES

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

ARTICLE XXV

NO STRIKE CLAUSE

The Monroe County Education Association agrees that it will not authorize or engage in any work stoppage for the life of this Agreement.

## ARTICLE XXVI

### 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. The school calendar will provide 180 student instructional days dependent on the number of days needed to be in compliance with MCLA 388.1701.(3) (4).

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 necessary to be in compliance with the state law. The last two days scheduled will be 1/2 days provided that no 1/2 days occur in the immediately preceding three weeks.

In the event MCLA388.1701.(3) (4) changes, so as not to require make up of Act of God days, then the contract shall revert back to the language of Article XXVI, page 54 that appeared in the 1983/86 contract.

**AIRPORT COMMUNITY SCHOOLS  
CALENDAR: 1991-92**

Month	M	T	W	T	F	
Aug.	<del>26</del>	<del>27</del>	28	29	30	26 Teacher Work Day 27 1/2 day students
Sept.	<del>2</del>	3	4	5	6	
	9	10	11	12	13	
	16	17	<del>18</del>	19	20	18 1/2 students; pm-inservice
	23	24	25	26	27	
	30					
Oct.		1	2	3	4	
	7	8	9	<del>10</del>	11	10 Teacher Inservice
	14	15	16	17	18	
	21	22	23	24	25	
	28	29	30	31		
Nov.					1	
	4	5	6	<del>7</del>	8	1 End of 1st Marking Per. 7 PT Conf (12:00-7:15)
	11	12	13	14	15	
	18	19	<del>20</del>	21	22	20 1/2 students;pm-inservice
	25	26	27	<del>28</del>	<del>29</del>	28/29 Thanksgiving
Dec.		2	3	4	5	
	9	10	11	12	13	
	16	17	18	19	20	
	<del>23</del>	<del>24</del>	<del>25</del>	<del>26</del>	<del>27</del>	
	<del>30</del>	<del>31</del>				
Jan.			<del>1</del>	<del>2</del>	<del>3</del>	
	6	7	8	9	10	
	13	14	15	16	<del>17</del>	16 1/2 day H.S.
	20	21	22	23	24	17 1/2 day students;pm-records
	27	28	<del>29</del>	30	31	29 1/2 students;pm-inservice
Feb.		3	4	5	6	
	10	11	12	13	<del>14</del>	14/17 No school
	<del>17</del>	18	19	20	21	
	24	25	<del>26</del>	27	28	26 1/2 students;pm-inservice
Mar.		2	3	4	5	
	9	10	11	12	13	
	16	17	18	19	20	
	23	24	<del>25</del>	26	27	25 1/2 students;pm inservice
	30	31				
Apr.			1	2	3	
	6	7	8	9	10	
	13	14	15	16	<del>17</del>	
	<del>20</del>	<del>21</del>	<del>22</del>	<del>23</del>	<del>24</del>	
	27	28	29	30		
May					1	
	4	5	<del>6</del>	7	8	6 1/2 students;pm inservice
	11	12	13	14	15	
	18	19	20	21	22	
	<del>25</del>	26	27	28	29	
June	1	2	3	<del>4</del>	<del>5</del>	4/5 1/2 day all students *5 Regular work schedule
	8	9	10	11	12	

\*2 hours for Open House and/or Parent Night to be scheduled by each building.

- No School
- ⊙ Half Days
- △ Teacher Work Day, No Students

AIRPORT COMMUNITY SCHOOLS  
CALENDAR: 1992-93

Month	M	T	W	T	F
Aug.	31				
Sept.	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30		
Oct.				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
Nov.	2	3	4	5	6
	9	10	11	12	13
	16	17	18	19	20
	23	24	25	26	27
	30				
Dec.		1	2	3	4
	7	8	9	10	11
	14	15	16	17	18
	21	22	23	24	25
	28	29	30	31	
Jan.					1
	4	5	6	7	8
	11	12	13	14	15
	18	19	20	21	22
	25	26	27	28	29
Feb.	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
Mar.	1	2	3	4	5
	8	9	10	11	12
	15	16	17	18	19
	22	23	24	25	26
	29	30	31		
Apr.				1	2
	5	6	7	8	9
	12	13	14	15	16
	19	20	21	22	23
	26	27	28	29	30
May	3	4	5	6	7
	10	11	12	13	14
	17	18	19	20	21
	24	25	26	27	28
	31				
June		1	2	3	4
	7	8	9	10	11

31 Teacher Work Day

1 1/2 day students

\* Teacher inservice to be  
set at a later date

30 End of first marking period

5 Parent-Teacher Conf.  
(12:00 - 7:15)

26/27 Thanksgiving

21 1/2 day H.S. only

22 1/2 day; records day p.m.

\* Half day monthly inservices will be selected at a later date.

- No School
- ⊙ Half Days
- △ Teacher Work Day, No Students

AIRPORT COMMUNITY SCHOOLS  
CALENDAR: 1993-94

Month    M   T   W   T   F

Aug.	<del>30</del> <del>31</del>						30	Teacher Work Day
Sept.				1	2	3	31	1/2 day students
	<del>6</del>	7	8	9	10			
	13	14	15	16	17			* Teacher inservice to be set at a later date.
	20	21	22	23	24			
	27	28	29	30				
Oct.						1		
	4	5	6	7	8			
	11	12	13	14	15			
	18	19	20	21	22			
	25	26	27	28	29			
Nov.		1	2	3	4	5	5	End of first marking period
	8	9	10	<del>11</del>	12		11	Parent-Teacher Conf. (12:00 - 7:15)
	15	16	17	18	19			
	22	23	24	<del>25</del>	<del>26</del>			
	29	30						
Dec.				1	2	3		
	6	7	8	9	10			
	13	14	15	16	17			
	<del>20</del>	<del>21</del>	<del>22</del>	<del>23</del>	<del>24</del>			
	<del>27</del>	<del>28</del>	<del>29</del>	<del>30</del>	<del>31</del>			
Jan.		3	4	5	6	7		
	10	11	12	13	14			
	17	18	19	<del>20</del>	<del>21</del>		20	1/2 day H.S. only
	24	25	26	27	28		21	1/2 day; records day p.m.
	31							
Feb.			1	2	3	4		
	7	8	9	10	11			
	14	15	16	17	<del>18</del>			
	<del>21</del>	22	23	24	25			
	28							
Mar.			1	2	3	4		
	7	8	9	10	11			
	14	15	16	17	18			
	21	22	23	24	25			
	28	29	30	31				
Apr.						<del>1</del>		
	<del>4</del>	<del>5</del>	<del>6</del>	<del>7</del>	<del>8</del>			
	11	12	13	14	15			
	18	19	20	21	22			
	25	26	27	28	29			
May		2	3	4	5	6		
	9	10	11	12	13			
	16	17	18	19	20			
	23	24	25	26	27			
	<del>30</del>	31					30	Memorial Day
June				1	2	3		
	6	7	8	<del>9</del>	<del>10</del>			
	13	14	15	16	17			

\* Half day monthly inservices will be selected at a later date.

- No School
- ⊗ Half Days
- △ Teacher Work Day, No Students

# SCHEDULE A

## 1991-92 SALARY SCHEDULE

<u>Step</u>	<u>Level 1 BA</u>	<u>Level 2 MA</u>	<u>Level 3 MA + 30</u>
1	22,723	24,561	26,425
2	23,831	26,345	28,105
3	24,938	27,926	29,786
4	26,428	29,601	31,463
5	27,770	31,282	33,144
6	29,197	32,962	34,826
7	30,622	34,644	36,507
8	32,046	36,328	38,191
9	33,473	38,009	39,871
10	34,897	39,691	41,555
11	36,327	41,376	43,238

## 1992-93

<u>Step</u>	<u>Level 1 BA</u>	<u>Level 2 MA</u>	<u>Level 3 MA + 30</u>
1	24,086	26,035	28,011
2	25,261	27,815	29,791
3	26,434	29,602	31,573
4	28,014	31,377	33,351
5	29,436	33,159	35,133
6	30,949	34,940	36,916
7	32,459	36,723	38,697
8	33,969	38,508	40,482
9	35,481	40,290	42,263
10	36,991	42,072	44,048
11	38,507	43,859	45,832

1993-94

<u>Step</u>	<u>Level 1 BA</u>	<u>Level 2 MA</u>	<u>Level 3 MA + 30</u>
1	25,531	27,597	29,692
2	26,777	29,484	31,578
3	28,020	31,378	33,467
4	29,695	33,260	35,352
5	31,202	35,149	37,241
6	32,806	37,036	39,131
7	34,407	38,926	41,019
8	36,007	40,818	42,911
9	37,610	42,707	44,799
10	39,210	44,596	46,691
11	40,817	46,491	48,582

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	\$550
15-16 years	\$800
17-19 years	\$1050
20 years over	\$1400

I. LEVEL 1 Shall apply to all teachers possessing a baccalaureate degree from an accredited college or university and holding a provisional or permanent Michigan teaching certificate or life certificate.

LEVEL 2 Shall apply to all teachers possessing a master's degree from an accredited college or university and holding a provisional or permanent Michigan teaching certificate or life certificate.

LEVEL 3 Shall apply to all teachers possessing thirty (30) or more semester hours, beyond a master's, both from an accredited college or university and holding a provisional or permanent Michigan teaching certificate or life certificate. (Ref: Administrative Regulation #4140.1)

II. SPECIAL EDUCATION TEACHERS shall be placed on the same salary schedule "A."

III. 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.

- IV. INCREMENTS: Increments become effective September first (1st) of each year.
- V. 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: In addition to the basic teacher salary as provided in the foregoing, there will be paid the following further. 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 sixth (6th) step on the Bachelor's Degree salary schedule.

Head Varsity Football Coach.....	10%
First Assistant Varsity.....	7%
Second Assistant Varsity.....	7%
Junior Varsity.....	7%
Assistant Reserve Football Coach.....	6%
Junior High Football Coach.....	5%
Varsity Basketball.....	10%
Junior Varsity Basketball.....	7%
Junior High Basketball Coach.....	5%
Varsity Baseball.....	8%
Junior Varsity Baseball.....	6%
Varsity Track.....	8%
Junior High Track.....	5%
Cross Country.....	7%
Varsity Wrestling.....	9%
Asst. Varsity Wrestling.....	6%
Junior High Wrestling.....	5%
Head Varsity Volleyball.....	8%
Junior Varsity Volleyball.....	6%
Varsity Track - Girls.....	8%
Varsity Softball.....	8%
Junior Varsity Softball.....	6%
Junior High Yearbook.....	3%
Girls Varsity Basketball.....	10%
Girls Junior Varsity Basketball.....	7%
Sr. High Cheerleader Advisor.....	4%
Jr. High Cheerleader Advisor.....	3%
Band Director.....	10%
Senior Class Advisor (2).....	4%
Junior Class Advisor (2).....	4%
Sophomore Class Advisor (2).....	4%
Freshman Class Advisor (2).....	4%
Play Director (2 plays).....	4%
Boys Golf Coach.....	6%
Girls Golf Coach.....	6%
Boys Tennis.....	6%
Girls Tennis.....	6%
Driver Education:	
91-92 - \$14.00 per hour	
92-93 - \$15.00 per hour	
93-94 - \$15.50 per hour	

Vocational Graphic Arts Teacher.....BA Schedule  
 Auto Mechanics Teacher.....BA Schedule  
 Sr. High Student Council (1).....4%  
 Jr. High Student Council (1).....4%  
 Teacher Coordinators.....10%  
 Curriculum Coordinators.....4%

VII. ATHLETIC COACHING ASSIGNMENTS: All athletics in the Airport Community High School will be in accordance with the Michigan High School Athletic Association and under the direct control of the high school principal, with the approval of the Board of Education. The Athletic Director shall be recommended for appointment by the principal and approved by the Board. Coaching assignments shall be made by the Board.

VIII. MISCELLANEOUS: The Board shall have the right to establish, evaluate, and obsolete jobs, providing such action on the part of the Board shall not be directed toward reducing the rate of a job in which no substantial change in the job itself has occurred. When a new or revised operation involves duties which are not adequately or specifically described or properly evaluated in an existing job description, specifications and classification, the Board has the right to develop and establish such new or revised job description, specifications and classifications, rates of pay and to place them into effect. Whenever new buildings or a job is made operational, the Board shall establish the job description. The Board will notify the Association of such new or changed jobs and will within thirty (30) days after such new or changed job is established, meet with the Association to negotiate the rate and classification.

IX. ASSIGNMENT: All the assignments will be made by the principal involved. Upon written statement, by the principal, that the assignment has been completed, the teacher will be paid in a lump sum, within seven (7) calendar days not to exceed two (2) pay periods, for the assignment.

Date of Evaluation -----

Person Evaluated -----  
(Name)  
-----  
(Position)

Date of Last Evaluation -----

Date of Hire -----

Evaluator -----  
(Signature)  
-----  
(Position)

## Administrative Recommendation

## Probationary Teachers

----- Second Year Probation  
----- Third Year Probation  
----- Tenure  
----- Nonrenewal

## Tenure Teachers

----- Continued Employment  
----- Continued Evaluation

I, the undersigned, have received and read  
a copy of this evaluation.

-----  
Date-----  
Signature

A written response will be forthcoming.

cc: Personnel File  
Association President

Name \_\_\_\_\_ Position \_\_\_\_\_ Date \_\_\_\_\_

Use the Observation Summary form for classroom observation(s) and discuss the observation during the conference.

	S	U
1. Encouragement of independent thinking by students		
2. Effective use of teaching materials		
3. Encouragement of students to seek more knowledge on the subject		
4. Knowledge of students		
5. Variability in materials and activities		
6. Utilization of special personnel		
7. Classroom environment		
8. Management of classroom and school crises		
9. Personal characteristics		
10. Communication, both written and verbal		
11. Utilization of constructive criticism		
12. Positive participation in professional growth activities		
13. Maintenance of good working relations with staff		

SUMMARY AND RECOMMENDATIONS:

KEY: S - Satisfactory

U - Unsatisfactory

EVALUATION FOR PROFESSIONAL DEVELOPMENT

Date of Evaluation

-----

Person Evaluated

-----  
(Name)

-----  
(Position)

Date of Last Evaluation

-----

Date of Hire

-----

Evaluator

-----  
(Signature)

-----  
(Position)

Administrative Recommendation

Probationary Teachers

Tenure Teachers

----- Second Year Probation

----- Continued Employment

----- Third Year Probation

----- Continued Evaluation

----- Tenure

----- Nonrenewal

I, the undersigned, have received and read  
a copy of this evaluation.

-----  
Date

-----  
Signature

☐ A written response will be forthcoming.

cc: Personnel File  
Association President

## TEACHER EVALUATION FOR PROFESSIONAL DEVELOPMENT

Complete following on separate sheet(s).

### A. Instructional Skills and Techniques

Use the Observation Summary form for classroom observation(s). In addition, comment on: encouragement of independent thinking by students; effective use of teaching materials; and encouragement of students to seek more knowledge on the subject.

### B. Planning and Organizing

Discuss planning and organizing skills. Include comments on: knowledge of students, interests, needs; knowledge of subject; variability in materials and activities; and utilization of special personnel such as counselor, media specialist, psychologist, nurse, assistant principal, etc.

### C. Classroom Management

Comment on classroom management. Include information about: classroom environment and management of classroom and school crises.

### D. Professional Behavior, Attitude, and Relationships

Comment on personal characteristics, may include information on: enthusiasm, sensitivity, warmth, caring, empathy, initiative, creativity, and resourcefulness; communication, both written and verbal; utilization of constructive criticism; positive participation in professional growth activities; and maintenance of good working relations with staff.

### E. Summary and Recommendations

## OBSERVATION SUMMARY

Name \_\_\_\_\_ Date \_\_\_\_\_ Class \_\_\_\_\_

LESSON DESIGN	Example/Comments
Set	
Objective/Purpose	
Input	
Modeling	
Checking for Understanding	
Guided Practice	
Closure	
Independent Practice	

ACTIVE PARTICIPATION	
Covert	
Overt	
Consistent	

DIAGNOSIS	
Overt Behavior	
Checking Behavior	
Making an Interpretation	

**EXTENDING STUDENTS' THINKING**

Evaluation

Synthesis

Analysis

Application

Comprehension

Knowledge

**MOTIVATION**

Interest

Success

Feeling Tone

Specific Knowledge/Results

Level of Concern

**REINFORCEMENT**

Positive

Negative

Extinction

Schedule

**RETENTION**

Meaning

Feeling Tone

Modeling

Transfer

Practice

Original Learning

PROCEDURES AND TIMELINES FOR EVALUATION  
CERTIFIED NON-TEACHING STAFF

- I. All staff will be evaluated at least once every four years. Probationary staff will be evaluated each year of their probationary status.
- II. The evaluation form and a discussion of procedures will be presented the first day of school to all staff.
- III. Staff who are to be evaluated in a given year will have a group meeting with the administrator(s) responsible for their evaluation. The purpose of this meeting will be to discuss the forms, expectations, and procedures.
- IV. A preconference will be held at the request of either the employee or the administrator.
- V. A minimum of two formal conferences will be held. The dates of the conferences will be agreed upon by September 15. During each of these conferences, the Evaluation Form will be reviewed. The second conference will occur prior to April 15.
- VI. The first conference will be oral and no written record will be maintained, unless requested by the employee. Subsequent conferences may be written. The Evaluation for Professional Development form shall be completed in writing after the final evaluation within ten (10) school days and placed in the teacher's file.
- VII. The following guidelines will be observed:

Teacher Consultants, Social Workers and Psychologists: Prior to each formal conference, at least two of the three will be observed: Screening Committee meeting, Multidisciplinary Evaluation Team (MET) meeting, or Individualized Education Placement Committee meeting (IEP). In addition, one written evaluation will be reviewed for the psychologists and social workers.

The Teacher Consultant and Librarian will be observed working with students at least one time prior to each conference.
- IX. In all areas in which deficiencies are noted, recommendations for improvement will be provided.



EVALUATION FOR PROFESSIONAL DEVELOPMENT  
CERTIFIED NON-TEACHING STAFF

Complete the following on separate sheet(s). Narrative may include a discussion of any or all of the following items:

A. Performance Responsibilities

Use the Performance Responsibility form for this section. Attach a narrative which comments on strengths, concerns, and suggestions for improvement.

B. Planning and Organizing

Discuss planning and organizing skills. Include comments on self-direction and resourcefulness; knowledge of students, interests, and needs; knowledge of professional specialization; and utilization of support personnel and outside resources.

C. Professional Behavior, Attitude, and Relationships

Comment on personal characteristics; may include information on: flexibility, enthusiasm, sensitivity, warmth, caring, empathy, initiative, creativity, and resourcefulness; communication, both written and verbal; utilization of constructive criticism; positive participation in professional growth activities; and maintenance of good working relations with staff, students, and parents.

D. Summary and Recommendations

**PERFORMANCE RESPONSIBILITIES** (Guidance Counselor)

- A. Aids students in course and subject selection.
- B. Assists in obtaining occupational information for students and sends to classes studying occupations other than those classes developed specifically for this purpose.
- C. Assists students in evaluating their aptitudes and abilities through the interpretation of individual standardized test scores and other pertinent data, and works with students in evolving educational and occupational plans in terms of such evaluation.
- D. Works to discover and develop special abilities of students.
- E. Helps to resolve students' educational handicaps.
- F. Schedules students new to the school and orients them to school procedures and the school's varied opportunities for learning.
- G. Works to prevent students from dropping out of school.
- H. Provides counseling that will lead each student to increased personal growth, self-understanding, and maturity.
- I. Works with students on an individual basis in the solution of personal problems related to family relations, health and emotional adjustments.
- J. Guides students in their participation in school and community activities.
- K. Maintains updated scheduling information.
- L. Assists in the preparation and processing of college, scholarship, and employment applications at the high school level.
- M. Makes recommendations to students for college admissions and scholarships at the high school level.
- N. Attends screening committee meetings, as appropriate.
- O. Provides student information to colleges and potential employers according to provisions of the Board's policy on student records.
- P. Will conference with parents about student's problems and progress as needed.
- Q. Assists in the orientation of new faculty members.
- R. Provides inservice training in guidance for teachers when requested.
- S. Works with teachers and other staff members to familiarize them with the general range of services offered by the guidance and counseling department, and to improve the educational prospects of individual students being counseled.
- T. Advises administrators and faculty on the matters of student discipline.
- U. Takes an active role in demonstrating the school's objectives to students, parents, and the community at large.
- V. Provides information concerning the guidance program to the community.
- W. Participates in organizing an annual "Career Day" and/or career education program.
- X. Assists in planning and executing testing programs.
- Y. Participates in professional organizations and attends conferences/workshops to maintain a high professional standard.

EVALUATION FOR PROFESSIONAL DEVELOPMENT  
CERTIFIED NON-TEACHING STAFF

Complete the following on separate sheet(s). Narrative may include a discussion of any or all of the following items:

A. Performance Responsibilities

Use the Performance Responsibility form for this section. Attach a narrative which comments on strengths, concerns, and suggestions for improvement.

B. Planning and Organizing

Discuss planning and organizing skills. Include comments on self-direction and resourcefulness; knowledge of students, interests, and needs; knowledge of professional specialization; and utilization of support personnel and outside resources.

C. Professional Behavior, Attitude, and Relationships

Comment on personal characteristics; may include information on: flexibility, enthusiasm, sensitivity, warmth, caring, empathy, initiative, creativity, and resourcefulness; communication, both written and verbal; utilization of constructive criticism; positive participation in professional growth activities; and maintenance of good working relations with staff, students, and parents.

D. Summary and Recommendations

## PERFORMANCE RESPONSIBILITIES (High School Librarian)

- A. Plans, develops, administers and evaluates the total program of the school library consistent with district policies.
- B. Works closely with administration, professional staff and students in the school as a member of the instructional team, to be wherever the learning environment demands, e.g., classrooms and the library.
- C. Evaluates, selects, requisitions, catalogues, inventories and maintains the resources of the library in keeping with policies established by the Board of Education.
- D. Assists teachers by making library materials available to supplement the instructional program.
- E. Informs professional staff members of new materials and equipment as acquired.
- F. Presents and discusses materials with a class studying a particular topic on the invitation of the teacher.
- G. Promotes appropriate conduct of students using library facilities.
- H. Helps students to develop habits of independent reference work and to develop skills in the use of reference materials in relation to planned assignments.
- I. Maintains an atmosphere conducive to learning and study.
- J. Provides areas for listening and viewing activities, as well as areas for quiet study and research.
- K. Coordinates the selection, ordering and scheduling of free loan films by the professional staff for supplementing the instructional program.
- L. Maintains the media center in a state of readiness for use by anyone in the school community, on an unscheduled basis for small groups, for the purpose of browsing through the stacks and book selection, in accordance with established administrative guidelines.
- M. Assesses and collects fines from students for lost and overdue books, such monies to become part of the general fund in accordance with established administrative guidelines.
- N. Weeds obsolete and worn materials from the collection.
- O. Arranges frequently changing book related displays and exhibits likely to interest the patrons.
- P. Counsels and gives reading guidance to all students.
- Q. Develops and maintains a student aide program for assigned students.
- R. Provides instruction and training in the operation and minor maintenance of the audio visual equipment.
- S. Sponsors the Library Club.
- T. Develops, proposes, justifies and administers budget requests for the library program and maintains accurate records of such.
- U. Develops and maintains a periodical inventory of all materials, equipment and furniture assigned to the library.
- V. Requisitions, processes and maintains accurate records of purchases authorized with federal funds in accordance with established governmental guidelines.
- W. Supervises students who are unassigned to classes and student drop-ins.
- X. Supervises the work activities of the clerical personnel assigned to service the library.

EVALUATION FOR PROFESSIONAL DEVELOPMENT  
CERTIFIED NON-TEACHING STAFF

Complete the following on separate sheet(s). Narrative may include a discussion of any or all of the following items:

A. Performance Responsibilities

Use the Performance Responsibility form for this section. Attach a narrative which comments on strengths, concerns, and suggestions for improvement.

B. Planning and Organizing

Discuss planning and organizing skills. Include comments on self-direction and resourcefulness; knowledge of students, interests, and needs; knowledge of professional specialization; and utilization of support personnel and outside resources.

C. Professional Behavior, Attitude, and Relationships

Comment on personal characteristics; may include information on: flexibility, enthusiasm, sensitivity, warmth, caring, empathy, initiative, creativity, and resourcefulness; communication, both written and verbal; utilization of constructive criticism; positive participation in professional growth activities; and maintenance of good working relations with staff, students, and parents.

D. Summary and Recommendations

PERFORMANCE RESPONSIBILITIES (Middle School Librarian)

- A. Plans and establishes a media philosophy for program.
- B. Designs and implements media program.
- C. Coordinates daily operation of building media center.
- D. Trains and supervises media staff and/or students aides.
- E. Selects books, hardware and software materials for media program.
- F. Organizes and maintains records of media acquisitions, circulations and activities.
- G. Stores, evaluates, organizes, maintains and disseminates information concerning books, media and software.
- H. Instructs all students in the school on basic library skills.
- I. Instructs teachers and students on the applications and uses of media production equipment.
- J. Provides reader guidance and referral service for students and teachers.
- K. Assists faculty in the design, development, implementation and evaluation of programs/curriculum.
- L. Works with faculty to determine the effectiveness and/or validity of instructional materials and processes.
- M. Remains current in the media profession through participation in professional associations and workshops as well as by reading professional materials.
- N. Provides coordination of effort to designate eligible gifted and talented students and provides enrichment activities to challenge and stimulate these designated students.
- O. Operates and trains students to help in the daily operation of the student store.
- P. Coordinates, plans and oversees the school spelling bee.
- Q. Coordinates, plans and oversees the judging of the school's young author's conference.

EVALUATION FOR PROFESSIONAL DEVELOPMENT  
CERTIFIED NON-TEACHING STAFF

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B. Planning and Organizing

Discuss planning and organizing skills. Include comments on self-direction and resourcefulness; knowledge of students, interests, and needs; knowledge of professional specialization; and utilization of support personnel and outside resources.

C. Professional Behavior, Attitude, and Relationships

Comment on personal characteristics; may include information on: flexibility, enthusiasm, sensitivity, warmth, caring, empathy, initiative, creativity, and resourcefulness; communication, both written and verbal; utilization of constructive criticism; positive participation in professional growth activities; and maintenance of good working relations with staff, students, and parents.

D. Summary and Recommendations

**PERFORMANCE RESPONSIBILITIES (Psychologist)**

- A. Assesses difficulties of referred students through appropriate testing and diagnostic practices and recommends placement for students suspected of being handicapped.
- B. May help identify within the school all types of exceptional children.
- C. Maintains evaluation progress log on all referred students.
- D. Recommends corrective procedures for referred students.
- E. May conduct individual, group, or facilitative therapy for children or families.
- F. Confers with teachers and parents whenever necessary.
- G. Consults on special educational needs of mentally retarded, emotionally disturbed, and learning disabled children.
- H. Attends case conferences on placement of individual students.
- I. May serve as a consultant on mental health topics for instructors in the school health program.
- J. Interprets the school psychological services to teachers and parents.
- K. Prepares and submits quality written reports on all evaluated children. Communicates effectively with other agencies orally and in writing.
- L. Cooperates with personnel of community health and social welfare agencies.
- M. May act as liaison between the school and juvenile court as needed.
- N. Attends staff, professional, and interagency meetings.
- O. May assist with inservice training of school personnel.
- P. May conduct appropriate research.
- Q. Keeps abreast of new developments in the field through involvement with professional associations and inservice training.
- R. May be involved with crisis intervention procedures.
- S. May be involved in development of preventative programing.
- T. Maintains effective relationships with all staff. Must demonstrate ability to deal tactfully with others.
- U. Serves on building screening committees.
- V. May assist in development of policies for mental health-related procedures (e.g., suicide).

EVALUATION FOR PROFESSIONAL DEVELOPMENT  
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B. Planning and Organizing

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D. Summary and Recommendations

PERFORMANCE RESPONSIBILITIES (School Social Worker)

- A. Assesses difficulties of referred students through appropriate testing and diagnostic practices and recommends placement for students suspected of being handicapped.
- B. Assists and works cooperatively with classroom teachers who have students with social, emotional and other adjustment problems preventing them from approaching their potential.
- C. Attends pre-referral screenings as members of the consultative teams which attempt to reduce problems using resources available in regular classrooms.
- D. Helps determine if social work involvement for a special education referral is appropriate.
- E. Works directly with students experiencing problems on an individual or small group basis, to help them work through their problems.
- F. Attempts to improve home environments through contacts with the parents which will provide more favorable conditions conducive to school work, behavior, attendance, interest, etc.
- G. Helps to solve or alleviate students' problems by working cooperatively with other professionals from community agencies.
- H. Provides pertinent data and information regarding students to the Individualized Educational Planning Committee and/or regular education programs.
- I. Assists students and parents to make a realistic assessment of individual abilities, interests and needs of students in establishing educational and occupational goals.
- J. Provides innovative child-management techniques to the staff of each served administrative unit.
- K. Continues to undertake study, in-service and conferences to perpetuate professional growth.
- L. Assists administrative personnel in developing and presenting in-service training programs for school personnel and parents.
- M. Maintains daily records of all professional activities and other records necessary to assist the child in his educational development.
- N. Realizes that primary responsibilities are helping pupils to understand themselves as they adjust to their environment and to assist parents and staff members to understand and help each child.
- O. Conducts professional interviews of parents, student, and teacher for each referral in such a manner as to focus on the student and the problems he presents, with the aim of a better understanding of these problems and providing assistance in their solution.
- P. Respects and safeguards client confidentiality. Clarifies to the client that, when necessary, in the client's best interest, some confidences should be shared with other responsible and interested professionals. Observes NASW Code of Ethics.
- Q. Will keep a log of casework and attend I.E.P.C. meetings for individual caseload as a minimum.
- R. Completes reports on a timely basis.
- S. Makes home visits when appropriate.
- T. Available for crisis intervention.
- U. Shall assume other duties, related to Special Education as assigned by the Director of Special Education:
  - a. Referrals to self contained, Day Treatment, Hospitals, CMH etc.
  - b. Consultations with consulting psychiatrist.
  - c. Transports student to community agencies.

EVALUATION FOR PROFESSIONAL DEVELOPMENT  
CERTIFIED NON-TEACHING STAFF

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D. Summary and Recommendations

**PERFORMANCE RESPONSIBILITIES (Teacher Consultant)**

7

- A. Initiate, schedule, and participate in pre-referral screening meetings for students being considered for special education services.
- B. Initiate and plan annual reviews and three-year comprehensive reevaluations for students assigned to caseload.
- C. Act as case coordinator for all newly referred students and students assigned to caseload.
- D. Complete paperwork accurately and in a timely manner as required by the State of Michigan.
- E. Administer and interpret achievement tests as necessary to meet certification requirements.
- F. Evaluate and make recommendations regarding students' abilities, needs, and expectations and then develop an educational plan accordingly.
- G. Work directly with students to provide support in academic classes by helping student:
  - a. develop organizational skills and study skills
  - b. complete daily assignments
  - c. study for tests
  - d. read tests
- H. Provide assigned students with personal, academic and vocational counseling.
- I. Confer regularly with classroom teachers to discuss students' abilities, progress, behavior, learning styles, and coping mechanisms.
- J. Provide classroom teachers with supportive suggestions and materials.
- K. Participate in developing and maintaining programs for special education students.
- L. Participate in Parent-Teacher Conferences.
- M. Provide parents with information regarding students' progress in school and make recommendations for improvement.
- N. Attend professional conferences, inservices, and meetings for the purpose of continuing personal growth.

e.

Grievance # \_\_\_\_\_ Airport School District Form Distribution

G R I E V A N C E

1. Superintendent

2. Principal

R E P O R T

3. Association

4. Teacher

Submit to Principal in Duplicate

Building - Assignment	Name of Grievant	Date Filed

## S T E P 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 \_\_\_\_\_

S T E P 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 \_\_\_\_\_

S T E P III

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

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

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

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

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

S T E P IV

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

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

\_\_\_\_\_  
\_\_\_\_\_ Signature Date \_\_\_\_\_  
of Arbitrator of Decision

Attachment #3

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

Attachment #4

TO: A.E.A. President

FROM: ,Administrative Assistant

DATE:

SUBJECT: Job Posting

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

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

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

cc: Personnel Office  
Association President

Complete in triplicate  
Only one job posting per copy

TO: Supervisor of Personnel

FROM: \_\_\_\_\_

DATE \_\_\_\_\_

RE: Job Bid

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

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

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

\_\_\_\_\_

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

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

cc: Personnel Office  
Airport Education Association President

Compensation and Related Benefits

M.A. + 30

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

Administrative Regulation: November 1, 1983

MEMO OF UNDERSTANDING

The Airport Community Schools and the union shall form a class size committee. Such committee shall meet during the first week of school, and on other occasions as necessary to review and discuss class size, scheduling and involuntary transfers.

MEMO OF UNDERSTANDING

The Airport Community Schools is committed to attempting to provide a full educational opportunities for students. These opportunities will include a six hour instructional day.

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1991, and shall continue in effect until the thirty-first (31st) day of August, 1994.

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

MONROE COUNTY EDUCATION ASSOCIATION

By Mark M. Evans 10-15-91 date

By Joanne Ann Masciack 10-17-91 date

By Gregory M. Beyer 10-17-91 date

AIRPORT COMMUNITY SCHOOLS BOARD OF EDUCATION

By William Vane Bostwick 10-14-91 date

By William O. Brown 10-19-91 date

By Gregory H. Schenck 10-14-91 date