

COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into this first (1st) day of July 2006, by and between the BOARD OF EDUCATION OF THE AIRPORT COMMUNITY SCHOOL DISTRICT, hereinafter called the BOARD, and the AIRPORT ADMINISTRATIVE GROUP, A.F.S.A., Local 59 of A.F.L-C.I.O., hereinafter referred to as the UNION and expires June 30, 2009.

WITNESSETH:

Whereas, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements with respect to rates of pay, wages, hours of employment or other conditions of employment; and

Whereas, the parties, following deliberate professional negotiations, reached some certain understandings which they desire to incorporate into this collective bargaining agreement:

Now, therefore, in consideration of the mutual covenants and benefits to be derived, the parties respectively agree:

ARTICLE I - RECOGNITION AND DEFINITIONS

A. Recognition of the Association. The BOARD hereby recognizes the UNION in accordance with the applicable provisions of Act No. 379, Public Acts of 1965, as amended, as the sole and exclusive bargaining representative for:

all administrative personnel employed by the BOARD in administration and/or supervisory positions including, but not limited to High School Principal; Associate/Assistant High School Principal; Middle School Principal; Middle School Associate/Assistant Principal; Elementary Principal; Director of Adult and Community Education and Curriculum Director.

and excluding

all other positions such as the SUPERINTENDENT, the Chief Financial Officer, and all non-administrative personnel and all other employees.

B. Exclusive Collective Bargaining Agreement. The BOARD hereby expressly agrees that it shall not enter into any collective bargaining agreement with any ADMINISTRATOR as defined in Section A hereof or with any other collective bargaining organization on behalf of said ADMINISTRATORS during the term of this agreement. This provision shall not limit the BOARD'S authority to use contracted services, pursuant to MCL 423.215.

C. Scope of the Agreement. It is mutually acknowledged that this agreement represents the entire agreement between the parties, and supersedes all prior oral or written understandings and past practice.

D. Definitions. In the application and interpretation of the provisions of this Agreement the following definitions shall apply:

1. BOARD shall mean the Board of Education of the Airport Community School District or its designated representatives.
2. UNION shall mean the Airport Administrative Group, A.F.S.A., Local 59 of the A.F.L.-C.I.O.
3. ADMINISTRATOR shall mean anyone included in the bargaining unit.
4. SUPERINTENDENT shall mean the Superintendent of Schools of the Airport Community School District or his designated representatives.
5. "DAYS" shall mean: days when the individuals are on the job.

6. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

E. Distribution of Agreement. The BOARD shall be responsible for the printing and preparation of sufficient copies of this Agreement for distribution by the UNION to each member of the bargaining unit. The BOARD will be responsible for the typing of the agreement.

F. No Strike Pledge. The UNION and the BOARD subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The UNION, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or any other interruption of activities in the school system for the duration of this Agreement. Failure or refusal on the part of the employee to comply with the provisions of this Article shall be cause for whatever disciplinary action deemed necessary by the BOARD.

G. Nondiscrimination. The UNION agrees to continue to admit all ADMINISTRATORS to membership without discrimination on the basis of race, creed, color, age, national origin, sex or marital status and to represent them without regard to their participation in the affairs of other professional educational organizations. The BOARD agrees to continue its policy of nondiscrimination against any ADMINISTRATOR on the basis of race, creed, color, age, national origin, sex, marital status, or membership, participation in or association with the activities of any professional educational organization.

ARTICLE II - BOARD RIGHTS

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the BOARD, except those which are expressly relinquished herein by the BOARD, shall continue to vest exclusively in and be exercised exclusively by the BOARD.

1. Determine the executive management and administrative control of the school system and its properties, facilities, equipment and the activities of its employees' working hours.
2. Hire all employees subject to the provisions of law and this agreement to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, lay-off or demotion and to promote and transfer all such employees.
3. Establish levels and courses of instruction including special programs and to provide for athletic, recreational and social events for students as deemed necessary or advisable by the BOARD.
4. Decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature.
5. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation; the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein and the institution of new and/or improved methods or changes therein.
6. Adopt rules and regulations.
7. Determine the number and locations or relocations of its facilities, including the establishment of relocations of new school buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, division or subdivisions, buildings or other facilities thereof.
8. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the BOARD shall not abridge any rights from employees as specifically provided in this Agreement.

9. Determine the policy affecting the selection of employees, providing that such selection shall be based upon lawful criteria and the provisions of this Agreement.

B. The matters contained in this Agreement and/or the exercise of such rights of the BOARD are not subject to further negotiations between the parties during the terms of this Agreement unless by mutual consent.

C. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the BOARD or the SUPERINTENDENT under the laws or Constitution of the State of Michigan, specifically the right and responsibilities as conferred under the Michigan Revised School Code, MCL 380.1, et seq., and Michigan Teacher Tenure Act, MCL 38.71, et seq. is preserved.

D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the BOARD in the past.

ARTICLE III - UNION AND ADMINISTRATIVE RIGHTS

A. Access to BOARD Information. The BOARD shall make available to the UNION, upon its reasonable requests, such statistics or financial information in the possession of the BOARD as are relevant for the negotiations of collective bargaining agreements succeeding this Agreement. It is understood that the foregoing shall not be construed require the BOARD to compile information or statistics not already compiled.

B. Communication. The Association shall have the right to use the district's interschool mail service for the communication of its members.

C. Authorized Representatives. Duly authorized representatives of the Association shall be permitted to transact business on school property during working hours provided there is no disruption of normal school operations.

D. Notice of Vacancy in Administrative Positions and/or Creation of New Administrative Positions. Any vacant administrative position or the creation of a new administrative position within the district shall be filled according to the following procedures.

Notice of any vacant administrative position or creation of any new administrative position within the district shall be sent to each school building. The SUPERINTENDENT shall promptly notify the President of the UNION, and shall solicit application from interested ADMINISTRATORS, and also post the position with the appropriate university placement centers. Any ADMINISTRATOR may apply in writing for the position if he/she is qualified. All qualified ADMINISTRATORS shall be granted an interview. A minimum of ten (10) school (work) days shall be allowed for application to be received from any ADMINISTRATOR.

When school is not in session, administrative postings shall be accomplished by mailing a copy of the posting to each ADMINISTRATOR who has left an address with the SUPERINTENDENT. The ten (10) days shall run from the time of the mailing.

E. ADMINISTRATOR'S Personnel File. Each ADMINISTRATOR shall have the right, upon written request, to review the contents of his own personnel file in the presence of a witness, except that all confidential material supplied by outside agencies concerning an original employment may be removed from the file and shall not be subject to review by the ADMINISTRATOR. A representative of the UNION may be requested by the ADMINISTRATOR to accompany the ADMINISTRATOR in such review. The ADMINISTRATOR has the right to add a letter of contestment to any information in the file.

F. Pupil Assignment. Subject to the approval of the SUPERINTENDENT, each building principal shall have the right to make a determination regarding each pupil's assignment within his building. Any such determination shall be made in conformance with BOARD policies regarding the classification and promotion of pupils.

G. Student Discipline. Each building principal shall have the right to control student discipline within his/her building consistent with the law and the student code of conduct unless otherwise limited by BOARD policies and procedures concerning the discipline of students.

H. Staff Assignment. Subject to the approval of the SUPERINTENDENT each building principal shall have the right to make a determination regarding each staff member's assignment within his building. Such assignment shall be made in accordance with any collective bargaining agreements which the BOARD has entered into and which speak on the subject of assignment, work schedules, transfer, etc.

I. Seniority. All administrative seniority earned within the district shall be transferable from one administrative position to another.

J. Certification. All ADMINISTRATORS shall meet state certification requirements, where applicable. No ADMINISTRATOR shall be transferred to a position for which he is not certified for disciplinary purposes.

K. Probation. All ADMINISTRATORS will be on probation for each of their first two years of employment as an ADMINISTRATOR. Contracts will be established on an annual basis during this time. This probationary period may be shortened upon the recommendation of the SUPERINTENDENT and approved by the BOARD.

By April 15, of each probationary year the SUPERINTENDENT shall provide the ADMINISTRATOR with a written evaluation, and further stating the status recommendation to the BOARD as to the ADMINISTRATOR'S status for the next year.

L. Non Probation. All ADMINISTRATORS who have successfully completed their first two years of employment as an ADMINISTRATOR or deemed satisfactory by BOARD approval will be considered non-probationary status. This status provides additional benefits identified in this contract.

M. Contract Extension. Contract extension is the addition of a year to a two year contract. Contract Extensions take place upon successful completion of the first year of the two year contract. (Should no evaluation be conducted prior to the sixty (60) days before the close of the school year, the ADMINISTRATOR'S performance shall be deemed to have been satisfactory in all respects and for all purposes.)

N. Length of Contract. All ADMINISTRATORS who have been employed in the bargaining unit for at least two years shall receive two (2) year contracts. All administrative contracts shall be extended for one year unless notice of non-renewal is received prior to April 15 of the school year.

O. Evaluation Procedure. All ADMINISTRATORS covered by this agreement shall be evaluated in written form at least once during the contract year (July 1 through June 30) by the SUPERINTENDENT. Should any change in the current evaluation instrument be contemplated, such change will be implemented only following input from the UNION.

P. Plan of Assistance. Means a written plan for a non-probationary ADMINISTRATOR with reasonable specificity: (a) identifies specific deficiencies in the non-probationary ADMINISTRATOR'S performance or conduct; (b) sets forth corrective steps the non-probationary ADMINISTRATOR may pursue to overcome or correct the deficiencies; and, (c) establishes the assessment techniques by which the district will measure and determine whether the ADMINISTRATOR has sufficiently corrected the deficiencies to meet district standards.

Q. Action for Unsatisfactory Performance. Any ADMINISTRATOR who has completed the initial probationary period and his/her work becomes unsatisfactory which is so documented in his/her evaluation, the ADMINISTRATOR may be placed on a plan of assistance. Notification must be given at least 60 days prior to the end of the contract year. The plan of assistance will be developed by the SUPERINTENDENT with input from the ADMINISTRATOR no later than June 1. The ADMINISTRATOR will be provided an opportunity to correct the areas of unsatisfactory performance by the end of the following school year. Regular conferences will be conducted between the SUPERINTENDENT and the ADMINISTRATOR to review his/her progress. In the event the ADMINISTRATOR'S performance is considered satisfactory prior to the final evaluation, the SUPERINTENDENT shall document and discontinue the plan of assistance.

R. Renewal/Non-Renewal. Take place prior to April 15 of the last year of the contract. Probationary ADMINISTRATORS will be renewed or non-renewed during each of their first two contracts. Non-probationary ADMINISTRATORS will be renewed or non-renewed during the second year of a two year contract. Should the ADMINISTRATOR'S performance continue to be deemed unsatisfactory, the SUPERINTENDENT shall provide notice of non-renewal 30 days prior to the April 15th deadline and all other provisions of MCL 380.1229.

S. Discharge. No ADMINISTRATOR beyond their initial probationary period shall be discharged unless there is just cause. The ADMINISTRATOR shall be provided 30 days notice, as stated in MCL 380.1229, of a BOARD hearing for consideration of termination.

It is understood that any ADMINISTRATOR may request and receive UNION representation if he so chooses. Also, the BOARD may bring in resource persons of its choosing.

No evaluation or survey prepared by personnel other than the SUPERINTENDENT shall become a part of the ADMINISTRATOR'S personnel file.

T. Citizen Complaint. The BOARD agrees that in the case of a complaint on the part of a citizen regarding an ADMINISTRATOR, or a program or an employee he supervises, that such citizen be requested to first discuss the matter with the ADMINISTRATOR, if appropriate, involved before any ADMINISTRATOR not within the unit or the BOARD takes official action on the matter. It is understood and agreed that, if an ADMINISTRATOR'S decision is appealed to higher authority, such ADMINISTRATOR shall have the opportunity to provide the necessary background information before any further action is taken on the matter. No action shall be taken in any instance before the ADMINISTRATOR is notified of any citizen complaint and given the opportunity to present information concerning the complaint. Copies of the complaint must be sent to the UNION President before recommendations and actions are taken.

U. Discipline and Reprimands. No ADMINISTRATOR shall be reprimanded or disciplined except for just cause. All such reprimands or disciplinary action which are to become a part of the ADMINISTRATOR'S personnel record shall be described in writing, signed by the person taking the action, and a copy of such document given to the ADMINISTRATOR involved. It is understood that the original copy shall be placed in the ADMINISTRATOR'S file. The ADMINISTRATOR may attach a rebuttal. An ADMINISTRATOR may request that the SUPERINTENDENT review and remove a reprimand from the personnel file.

Any reprimand or disciplinary action, except for misconduct, oral or written, directed toward any ADMINISTRATOR shall be removed and considered void and all rights waived after 3 years from the reprimand date, and cannot be used against the ADMINISTRATOR thereafter.

V. Right to Privacy. Subject to provisions of law, all personal matters coming before the BOARD concerning an ADMINISTRATOR, shall be referred to executive session upon request of the ADMINISTRATOR.

W. Employment Guarantee. All ADMINISTRATORS covered by this contract are hereby guaranteed employment for the duration of the Individual Contract except under the following conditions:

1. ADMINISTRATOR'S employment is terminated under the provisions of Sections Q, R, or S, and
2. District is required to close school down due to lack of financial support.

X. Administrative Assignment. All ADMINISTRATORS shall be notified by April 15th of their administrative assignments for the upcoming school year. No ADMINISTRATOR shall be involuntarily transferred except when there is mutual agreement between parties involved or pursuant to the provisions of reduction and recall.

ARTICLE IV - LEAVES OF ABSENCE

A. Leaves of Absence for Professional Improvement.

1. A non-probationary ADMINISTRATOR may be granted a leave of absence, without pay, for a period not to exceed one (1) year for the purposes of:
 - (a) Graduate study (a minimum of ten (10) semester hours each semester or its equivalent);
 - (b) Independent research in education or an educationally related field under the supervision of the SUPERINTENDENT or an accredited college or university;
 - (c) Educational travel (itinerary must accompany application).
2. Upon return to service in the district, all accumulated sick leave days shall be maintained.

B. Leaves of Absence with Pay.

1. At the beginning of each fiscal year, each ADMINISTRATOR shall be credited with 18 paid leave days.
2. Leave days may be used as follows:
 - (a) Sick Leave
 - (i) personal illness of ADMINISTRATOR;
 - (ii). absence for serious illness in the family (spouse, children, parents, brother, sister, parents-in-law, or members of the same household);
 - (iii) absence to make arrangements for medical or nursing care for emergency illness in the immediate family, as defined above.
 - (iv) At the end of each fiscal year all unused leave days shall be placed in the ADMINISTRATOR'S personal leave bank with no limit. Upon the need by an ADMINISTRATOR to use sick days from his/her personal leave bank when the accumulation of days has fallen below 132, district attendance records will be checked as far back as July 1, 1987, to recapture lost sick days. (Lost sick days are sick days that were forfeited because the employee had accrued sick days beyond the cap in previous contracts.)
 - (b) The administration shall be entitled to two (2) personal days that does not require a written statement by the ADMINISTRATOR giving the specific reason. Personal business leave not to exceed two (2) days per year and which cannot be utilized on a school day immediately before or after a holiday, vacation, or the first two (2)

and last two (2) weeks of the school year without permission. Unused personal business leave shall convert to sick leave at the end of the fiscal year.

- (c) Absence for attendance of religious holidays, not to exceed two (2) days per year.
 - (d) Special leave for important and urgent matters such as the wedding of an employee that cannot be handled outside of school hours. Special leave days, however, will be at the sole discretion of the SUPERINTENDENT.
3. Funeral Leave - An ADMINISTRATOR shall be allowed up to five (5) days for the purpose of attending to a death of a person whose relationship warrants such attendance, subject to approval by the SUPERINTENDENT (non-grievable).
4. Miscellaneous Provision Concerning Various Leaves
- (a) On leave days for personal business, religious holidays, and special leave, as well as any other leave, whenever possible, such leave must be requested in advance on the form available in each school building office. The request shall include a statement by the ADMINISTRATOR that the leave request is for a purpose authorized within this section, as set forth above. The ADMINISTRATOR may be requested to set forth a specific reason for such leave.
 - (b) The above leaves, with the exception of funeral leave, will be granted only to the extent that current leave days are available.
5. ADMINISTRATORS who are summoned for jury duty examination and investigation must notify the SUPERINTENDENT'S office within twenty-four hours of receipt of such notice. Any ADMINISTRATOR called for jury duty will cooperate fully with the administration in requesting excuse or, if deferment is denied and the ADMINISTRATOR is required to serve during the school year, he shall be paid an amount equal to the difference between the amount of wages such ADMINISTRATOR would otherwise have earned by working that day and the daily jury fee paid by the court (not including travel allowance or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work. Such time spent on jury duty shall not be charged against his leave days. To be eligible for the jury duty pay differential, the ADMINISTRATOR must furnish the Business Office with a written statement from the appropriate public official listing amounts of pay received and the days he spent on jury duty. Any

ADMINISTRATOR found abusing this privilege shall not be entitled to the pay differential.

ADMINISTRATORS shall be excused with pay for attendance at any administrative, judicial or quasi-judicial proceeding pursuant to subpoena for school or district related matters. Pay for absences that are not district or school related with subpoena, will be at the discretion of the SUPERINTENDENT.

6. Any ADMINISTRATOR who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the BOARD the difference between the Worker's Compensation payment prescribed by law and his regular salary, to the extent and until such time as such ADMINISTRATOR shall have used up any sick leave pay provided herein.

C. Leaves of Absence Without Pay.

1. Military Leave: A military leave of absence shall be granted to any ADMINISTRATOR who shall be inducted, recalled or shall enlist for military duty in any branch of the armed forces of the United States. Persons on this leave shall receive no benefits, except they will be allowed to retain sick leave already accumulated. Upon return from such leave, an ADMINISTRATOR shall be placed at the same position on the salary schedule as he would have been had he been employed in the District during this period. Such leaves shall be granted pursuant to state and federal laws.
2. General Leave of Absence: Any non-probationary ADMINISTRATOR may be granted a leave of absence of up to one (1) year for any worthwhile purpose. Such leave may also be extended for a second year if the SUPERINTENDENT so recommends and the BOARD so chooses to approve said leave. At the expiration of the leave the ADMINISTRATOR shall be reappointed to the district's administrative staff to the position previously held. Persons on this leave will receive no benefits, except they will be allowed to retain sick leave already accumulated.

ARTICLE V - GRIEVANCE PROCEDURE

A. Definition and Restrictions. Any individual who is a part to this Agreement and who feels that the Agreement has been violated, may file a grievance in accordance with the procedures detailed in Section 2 of this article. It is expressly understood that only matters related specifically to the Agreement are grievable, and that person alleging a violation of this Agreement shall place said grievance in writing indicating: (a) the date of the alleged violation, (b) the specific article and wording of the Agreement that has allegedly been violated, and (c) the resolution requested. Failure to meet the time limits detailed under each step of the grievance procedure automatically waives the right to continue the grievance. Failure to provide an answer as called for in each step shall automatically cause the grievance to be moved to the next higher step in the grievance procedure.

B. Procedure.

Step No. 1. Any ADMINISTRATOR believing that there has been an alleged violation of this Agreement shall meet with his immediate supervisor within five (5) working days of the alleged violation. If the grievance is not resolved in said meeting, the immediate supervisor shall provide a written answer within ten (10) working days of the discussion.

Step No. 2. If the ADMINISTRATOR does not agree with the answer provided by his immediate supervisor, he may appeal within ten (10) working days of the receipt of the supervisor's answer to the SUPERINTENDENT of Schools. SUPERINTENDENT or his designate shall meet with said ADMINISTRATOR within ten (10) working days of the request for such meeting. The SUPERINTENDENT or his designate shall provide a written answer within ten (10) working days of said meeting.

Step No. 3. If the ADMINISTRATOR does not agree with the answer provided by the SUPERINTENDENT or his designate, he may request, within ten (10) working days of answer, a BOARD hearing on the alleged violation. The BOARD may arrange for a hearing on the alleged violation at its next regularly scheduled BOARD meeting, but in any case the BOARD shall hold said hearing within fifteen (15) working days of receipt of request for said hearing. The ADMINISTRATOR may request that said hearing be held in executive session. The BOARD shall provide a written answer within ten (10) working days of said meeting.

Step No. 4. If the ADMINISTRATOR does not agree with the answer provided by the BOARD, he may appeal, within ten (10) working days of receipt of said answer, to the Michigan Employment Relations Commission for mediation as provided in the Public Employment Relations Act.

C. Cost Sharing. Should the State of Michigan discontinue providing mediation services free of charge to the parties, any costs related to the mediation process shall be shared equally by both parties to this Agreement.

ARTICLE VI - FRINGE BENEFITS

A. Reimbursement for Administrative Proficiency Improvement. A total of \$7,500 shall be allocated to the ADMINISTRATORS for successful completion of educational programs that directly benefit the school district. The ADMINISTRATORS will have responsibility for the administration of this reimbursement in cooperation with the Superintendent. An annual accounting will be provided to the Superintendent. Unused funds will be available the following year for conference attendance.

B. Group Life Insurance. The BOARD will provide, without cost to the ADMINISTRATOR, group life and accidental death and dismemberment insurance in the amount of two times the ADMINISTRATOR'S present contract. The provisions of the group policy purchased by the BOARD and the rules and regulations of the carrier will govern as to commencement and duration of benefits and all other aspects of coverage.

C. Medical, Dental and Vision Insurance.

1. The Board shall provide to the employee and the employee's family health insurance coverage equivalent to M.E.S.S.A. Choices II for a full twelve (12) month period beginning in September of each year. All pre-existing conditions will be covered. At all times medical records will be confidential. Any insurance reports furnished to the Board, administration, or association will contain no reference numbers or names of individuals.
2. The Board shall furnish to all ADMINISTRATORS and their family dental insurance. It will be a self-funded plan comparable to MESSA Delta Dental Insurance Group 709, 80/80/80 (with internal and external coordination of benefits) for a twelve (12) month period.
3. An ADMINISTRATOR may choose, as an alternate to benefits provided in paragraph B above, to enroll in 50% coverage for dental insurance. An ADMINISTRATOR will receive an in lieu of payment of \$240.00/year.
4. The Board shall furnish to all ADMINISTRATORS and their family vision insurance. It will be self-funded comparable to MESSA Vision Care Plan VSP-3 (with internal and external coordination of benefits) for a period of twelve (12) months.
5. In lieu of Hospital and Medical Insurance Coverage, an ADMINISTRATOR may select to receive a \$300 per month payment.

D. Long Term Disability Insurance. This provision will commence after ninety (90) calendar days (modified fill) from the inception of the sickness or accidental disability. The Board will provide to any ADMINISTRATOR on a long term disability MESSA Choices II.

1. Benefits of the LTD policy shall provide for 66 2/3% of salary up to a maximum monthly benefit of \$4000.00. Benefits will be in accordance with the Age Discrimination in Employment Act and other applicable laws. Coverage shall be with offsets (salary is an offset).

E. Liability Coverage. The Board shall either hold the ADMINISTRATOR harmless or insure him/her adequately, in an amount no less than \$2,000,000 for his/her acts or omissions arising from his/her performance within the course and scope of his/her employment as an ADMINISTRATOR.

The Board shall provide at no cost to ADMINISTRATORS coverage under the district's Errors and Omissions policy.

F. Effective Date of Insurance Coverage. Any increase in coverage or insurance not in effect last year shall become effective not later than thirty (30) days after the signing of the Agreement. This provision shall apply to all prior sections of this Article.

G. Mileage Reimbursement. All ADMINISTRATORS will receive a mileage rate equal to the maximum rate established by the IRS for school-related mileage required by the Board. Changes in the current rate will become effective upon notification of the Board of same by the Union and verification by the Board. This provision shall become effective upon ratification of the Agreement by both parties.

H. Payment of Professional Dues. Annual membership dues for one State and one National Professional Organization shall be paid by the BOARD, subject to approval of the Superintendent.

I. Carriers. The Board reserves the right to obtain coverage for the above insurance benefits through carriers appointed by the Board, provided the overall level of benefits is equal to or better than that previously in effect.

J. Limits of Liability

1. Notwithstanding the provisions of this article, the terms of any contract or policy issued by an insurance company shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.
2. The Board, by payment of premium payments required to provide the coverages set forth herein, shall be relieved from all liability with respect to the benefits provided by the insurance company; failure of any insurance company to provide any of the benefits for which it has contracted, for any reason, shall not be considered a breach of any obligation by either of the two organizations.

3. Disputes between employees, or beneficiaries of employees, and any insurance company shall not be subject to the grievance procedures established herein.

ARTICLE VII - MISCELLANEOUS PROVISIONS

A. Tenure Bar. It is clearly understood that ADMINISTRATORS shall not possess tenure in any non-classroom capacity by virtue of this Master or individual contracts of employment with the Airport Community School District, but shall retain full tenure as a classroom teacher.

B. Duration of Agreement.

1. This Agreement shall be effective upon execution of the parties and shall remain in full force and effect through June 30, 2009. The parties agree to begin negotiations for a successor Agreement not less than ninety (90) days prior to June 30, 2009
2. This Agreement may be amended at any time by mutual agreement of both parties, provided that such amendments are reduced to writing and distributed to all members of the bargaining unit.

C. Conformity to Law. This Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the BOARD, the UNION, and employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for so doing, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

D. Supersede Clause. 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 ADMINISTRATOR contracts. All future individual ADMINISTRATOR contracts shall be made expressly subject to the terms of this Agreement.

E. Full Force. Any provision of the Agreement found to be inconsistent with provisions of the law or contrary with the terms of the remainder of this Agreement shall be considered null and void, but all other provisions shall continue in full force.

F. UNION Dues Deduction Procedures.

- 1.(a) Individual authorization forms are to be furnished by the UNION and, when executed, filed by it with the BOARD's Business Office.

- (b) Authorization must be filed with the BOARD's business office one (1) week prior to the second scheduled payday of the month the first deduction is to be made.
 - (c) Dues shall be deducted in an equal amount from regular pay checks each month beginning in July, and ending no later than June each year. ADMINISTRATORS hired during the school year will have a prorata amount of dues or service charge deducted.
 - (d) The BOARD will reimburse any ADMINISTRATOR for deductions made in excess of the proper deductions, unless the dues have been transmitted to the UNION, in which case the UNION agrees to reimburse the ADMINISTRATOR.
 - (e) The UNION President will, at least fifteen (15) days prior to the beginning of each school year, give written notification to the Chief Financial Officer of the amount of such deductions for such dues. The amounts of such deductions are not subject to change during the entire school year, and shall not include deductions or assessments made for political action.
 - (f) Dues deduction, shall be transmitted to the UNION on a prompt basis, but not less than monthly, along with an alphabetical list of employees from whom deductions are made. The UNION will be responsible for disbursement of the dues paid it.
2. The UNION shall indemnify and save the BOARD harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the BOARD in compliance with this section.

G. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the BOARD and the UNION.

H. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

I. Teaching Status. In the event an ADMINISTRATOR is reassigned to a teaching position, the BOARD will use its best efforts to guarantee the ADMINISTRATOR the maximum credit allowed on the seniority list of the teachers bargaining unit under terms of the master agreement in effect for the teaching unit at such time as the reassignment may occur. An ADMINISTRATOR so reassigned shall also be entitled to such rights as he or she is entitled under the Michigan Teacher Tenure Act.

An ADMINISTRATOR relieved of his duties because of a reduction in staff, shall be offered and opportunity to be employed as a teacher subject to the terms of the master agreement in effect for the teaching unit and will be given the maximum experience credit on the salary schedule allowable under terms of the teachers' master agreement in effect at the time of the reassignment.

J. Right to Representation. In the event a complaint and summons is lodged against an ADMINISTRATOR who is named as defendant for action taken by him in his representative capacity as an ADMINISTRATOR for the BOARD, the BOARD shall provide legal assistance and/or representation if necessary, through its legal office or other designated counsel and assume all costs thereof, provided the ADMINISTRATOR was acting with accepted standards of professional behavior and in accordance with BOARD policy.

K. Work Year. All ADMINISTRATORS covered under this Agreement will be on a fifty-two (52) week contract beginning July 1, and ending June 30. An ADMINISTRATOR drawing salary from the district for an upcoming school year, and leaving the district prior to the completion of his or her year, shall be responsible for returning to the district any salary owed.

ADMINISTRATORS shall submit a written calendar for the SUPERINTENDENT'S approval prior to July 1. The SUPERINTENDENT shall be notified of any changes in individual calendars. The calendar shall include the following number of work days:

High School Principal	230 days
Middle School Principal	220 days
Assistant Principal	210 days
Elementary Principal	213 days
Adult/Comm. Ed. Director	220 days
Curriculum Director	213 days

Work beyond normal contract will be paid on a per diem basis.

Holidays. The District recognizes the following holidays:

New Years Eve	Labor Day
New Year's Day	Day after Thanksgiving
Good Friday	Thanksgiving Day
Memorial Day	Christmas Eve (December 24 th)
Fourth of July	Christmas Day

If the regular holiday falls on a Saturday or Sunday and another day is declared as the District's designated holiday, ADMINISTRATORS will be granted this day off.

ADMINISTRATORS shall not be required to work holidays, but will be available for emergency duty.

L. Reduction of Staff. If in the BOARD's opinion, it is every necessary to reduce the administrative staff, the most senior ADMINISTRATORS shall be retained. In cases where competency and qualifications shall be superior, an ADMINISTRATOR with less seniority in the unit shall be retained over a more senior ADMINISTRATOR. Information from the ADMINISTRATOR'S evaluation may be used in this determination. Any ADMINISTRATOR laid off from his/her position has the right to a hearing with the BOARD to present his/her case. Any ADMINISTRATOR relieved of his duties because of reduction in staff, shall be appointed to the next administrative opening within two (2) years of layoff in the bargaining unit.

M. Negotiation Procedure.

1. The parties acknowledge that, during the negotiations which resulted in the Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to wages, hours and other terms and conditions of employment except by mutual consent. Therefore, the BOARD and UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to wages, hours and other terms and conditions of employment except by mutual consent.
2. Notwithstanding the above, in the event the BOARD institutes new positions or revised classifications that cannot be properly placed in existing classifications, the BOARD shall notify the UNION of same. The BOARD may institute such new positions or revised classifications at a temporary rate upon such notification to the UNION. The UNION may, within thirty (30) calendar days of notification, request to negotiate the salaries and working conditions of the new positions or revised classifications. In the event the UNION does not request negotiation, the salaries and other employment conditions shall become permanent upon the expiration of the thirty (30) calendar days.

N. Stipend. The SUPERINTENDENT and individual ADMINISTRATOR shall cooperatively develop a yearly non-cumulative stipend. The SUPERINTENDENT at his/her sole discretion may approve a yearly non-cumulative stipend which will not be considered part of the administrative salary. The stipend shall be for educational improvement or project attainment. The SUPERINTENDENT and the ADMINISTRATOR shall meet at the first of each year and decide upon the necessary

goals, objectives, measurement instruments and applicable stipend for the year. The SUPERINTENDENT's judgment as to any and all matters relative to the educational improvement attainment stipend will be final, non-grievable and not subject to any review.

The maximum stipend for educational improvement or extra project is to be \$1,000 per year.

M. Retirement. ADMINISTRATORS who are eligible for retirement or who have completed thirty (30) years of service shall be compensated at the rate of \$500 per year for every year of employment as an ADMINISTRATOR in the district. ADMINISTRATORS shall also receive \$250 per year for each year they were employed as a teacher in the district. Payout at retirement for unused sick days: \$175/day for a total not to exceed 132 days. For the purposes of this article, one year shall be granted for every full year worked or 50% or more of a school year. ADMINISTRATORS shall receive this payout over up to three (3) years, at the SUPERINTENDENT'S discretion. The payout will be made payable through a 403(b) plan. The ADMINISTRATOR shall not have the ability to take sums in cash. (BOARD approved through a letter of agreement).

ADMINISTRATIVE SALARY SCHEDULE

MA+30 Add \$1500

Ed. S. (Specialist) Add \$500 to MA+30

Ph.D. or Ed.D. Add \$1000 to MA+30

\$1,000 Salary payment in December of each year of contract

When an Assistant Principal becomes a Principal, they will be placed on the Principal's salary scale in accordance with their administrative experience at a maximum of the fifth step.

2006-2007 – 1% stipend nonindexed

2007-2008 – 1% salary increase, indexed

2008-2009 – salary and benefit opener

10/20 Messa Prescription Coverage

IN WITNESS WHEREOF, the parties hereto set their hands the day and year written above.

AIRPORT ADMINISTRATIVE GROUP

BOARD OF EDUCATION OF AIRPORT
COMMUNITY SCHOOL DISTRICT

By _____
Mark Arnold, President

By _____
Gary Baker, President

By _____
Robert Culter

By _____
James M. Geiermann, Secretary