Agreement

Between

St. Clair County

Education Association-Algonac

And

Algonac

Board of Education



2024-2025
2025-2026
2026-2027

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INTRODUCTION

THIS AGREEMENT entered into this 24th day of June, 2024, by and between the Board of Education of the Algonac Community School District of St. Clair County, Michigan, hereinafter called the "Board" and the St. Clair County Education Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Algonac is their mutual aim and that the character of such education depends predominantly upon the quality and morals of the teaching service; and

WHEREAS, the members of the teaching profession are qualified to assist in recommending ideas and programs designed to improve educational standards; and

WHEREAS, the Board has statutory obligations, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings, which they desire to memorialize;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. This agreement is by and between the Board of Education of the Algonac Community Schools, hereafter called the "Board", and the St. Clair County Education Association, hereafter called the "Association".

B. The Board recognizes the Association as the exclusive bargaining representative for all regularly employed certified teaching personnel under annual contract with the Algonac Community Schools, including pre-kindergarten teachers with at least a bachelor's degree and the proper credentials for the program in which they are teaching, social workers, guidance counselors, school psychologists, speech pathologists, certified librarians, nurse with college degree, and all teachers in adult education/alternative education under annual contract as defined in Letter of Agreement dated February 19, 1983, excluding all supervisory or administrative personnel, including superintendent, assistant superintendent, directors of programs including Title I director and Reading Director, Athletic Director, Computer Director, Gifted and Talented Director, principals, assistant principals, curriculum coordinator, Director of Business Services, special education director, summer school instructors teaching classes not requiring certification, individuals performing any extracurricular assignments who are not otherwise part of the bargaining unit, noon-period supervisors, substitute teachers and temporary per diem teachers, aides and paraprofessionals, and all other employees of the Board of Education or any other employer.

C. The term "teacher" when used here and after in the agreement shall refer to all employees represented by the Association in the bargaining unit as above defined. Reference to male teachers shall include female teachers. The term "Board" shall include its officers and agents.

D. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, 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 negotiations and other concerted activities for mutual aid and protection. 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 rights conferred by Act 379 or any other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any legal 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.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its members shall have the right to use school-building facilities for meetings, subject to Board policy. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and mailboxes shall be made available to the Association and its members.

D. The Board, upon written request, agrees to furnish to the Association all information available to the public as will assist the Association in developing intelligent, accurate, informed and constructive programs.

E. The Board agrees to provide the Association with the names, phone numbers, and addresses of the new teachers prior to the first teacher day. The Association shall also be notified of any teachers hired after the first day of school.

F. The Association President or a designated member shall be allowed release time, during school hours, to conduct Association business. Such allotted time shall not interfere with classroom teaching assignments. When the Association President or any Association representative conducts Association business on school time, he will notify the building principal of the building he will be in and he will notify his principal.

G. At the beginning of every school year, the Association shall be credited with fifteen (15) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. For the duration of this contract, ten (10) additional days, shall be used by the Association President on the Friday before each monthly Algonac School Board Meeting to conduct Association Business. This additional ten (10) days shall automatically end on the expiration of this Agreement unless the parties agree in writing to continue such days. The Association agrees to notify the Board not less than forty-eight (48) hours prior to the date of intended use of said leave. The Association may use an additional ten (10) days for Association business provided the Association shall reimburse the Board for any substitute's compensation for the extra days. The Association days cannot be used for picketing or supporting work stoppage at other schools. This

additional release time shall, in no way, be used against the AEA President including in evaluation of teacher effectiveness.

H. The private and personal life of any teacher is not within the appropriate concern or attention of the Board. The St. Clair County Education Association agrees that its members shall act in a highly ethical and moral manner at all times and shall support the administration in maintaining these standards.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status, or membership in or association with the activities of any employee organization.

ARTICLE III

MANAGEMENT RIGHTS

Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the Algonac Community Schools and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the laws and constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the Algonac Community School District.

A. 1. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.

2. The right to establish, modify, or change any work or business or school hours or days but not in conflict with the specific provisions of this Agreement.

3. The right to direct the professional staff, including the right to hire, promote, transfer, discipline, and/or re-assign employees, assign work or duties to employees, but not in conflict with the specific provisions of this Agreement.

4. Determine the services, supplies, and equipment necessary to continue its operations but not in conflict with the specific provisions of this Agreement.

5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments thereof and the relocation or closing of offices, departments, buildings, or other facilities, but not in conflict with the specific provisions of this Agreement.

6. Determine the placement of operations, service, maintenance, or distribution of work, and the source of materials and supplies.

7. Adopt rules and regulations.

8. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations.

9. Determine the size of the management organization, its functions, authority, and amount of supervision and table of organization.

10. Determine the policy affecting the selection, testing or training of new employees.

B. The policy-making functions rest exclusively with the Board, but not in conflict with the specific provisions of this Agreement.

C. The express inclusion by an affirmative statement or delineation of any specific rights of the Board anywhere in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Board not so mentioned and hereby retained by the Board.

D. The district shall not take action on any type of annexation, consolidation or other reorganization until it has negotiated in good faith with the Association with respect to seniority, tenure and continuation of employment, and all other wages, hours, and working conditions as permitted by law.

ARTICLE IV
PAYROLL DEDUCTION

A. All deductions shall be authorized in writing by the 25th of each month and shall be effective on the first paycheck of the following month. Unlimited changes in deductions may be made. Teachers may submit changes to the payroll office at any time; however, the Board shall only be required to process such changes once a month. A minimum of one (1) hour will be set-aside on the new teacher day for the Association to meet with new teachers to assist them with information pertaining to deductions.

Deductions:

1. Whole Life Insurance (Alexander Hamilton)
2. Annuities (payment shall be made to any carrier that demonstrates ten (10) or more interested employees)
3. Credit Union
4. United Fund
5. U.S. Savings Bonds
6. MESSA/Blue Cross related riders
7. All MEA Financial Services plans and programs not to exceed five (5)

ARTICLE V

TEACHING HOURS AND CLASS LOAD

A. General:

1. The teachers' duty hours in all schools shall be as follows:

Algonquin Elementary	Algonac Jr./Sr. High School
8:00 a.m. – 3:32 p.m.	7:15 a.m. – 2:45 p.m.
Millside Elementary	Algonac Alternative Education
8:00 a.m. – 3:32 p.m.	7:15 a.m. – 2:45 p.m.

The Board reserves the right to change any of the above hours up to 15 minutes either way without consultation with the Association President. No Middle School or High School teacher will be required to be on duty more than seven and one-half (7-1/2) consecutive hours per day and no Elementary teacher will be required to be on duty more than seven hours and thirty-two minutes (7 hours and 32 minutes), inclusive of lunch and planning periods. Any change of more than 15 minutes shall require the approval of the Association President.

2. Teachers shall not be required to attend more than twelve (12) hours of school development meetings for the duration of this contract beyond the teachers' normal duty hours, except that up to four (4) additional staff meetings may be scheduled upon mutual agreement between the building administrator and the AEA president based on the will of the building staff. (see V.A.1). A school development meeting shall be scheduled to last for one (1) hour unless that length of time is altered by agreement between a building's teaching staff and their administrator (see V.A.2b).

   a. Meetings that begin before a teacher's normal starting time and extend into a teacher's normal duty hours or begin on and extend beyond a teacher's normal duty hours will count for one (1) full hour of a teacher's school development requirement.

   b. The length of meeting times and the dates meetings are held may be altered by agreement between a building's teaching staff and their administrator. An agreement will result when affirmed by 80% of a building's teachers.

   c. Excluding parent-teacher conferences, teachers shall not be required to attend more than one evening meeting for the purpose of a "school-family event." Voluntary attendance at a second evening meeting by teachers for the purpose of a "school-family event" is strongly encouraged by both the Association and the Board. Neither parent-teacher conferences nor a school-family event shall count as any of the sixteen (16) hours of school development meetings.

   d. School development meetings replace the term "faculty meeting" used in a previous Master Agreement(s).

   e. It is recognized that the purpose of school development meetings is to provide an opportunity for the teaching staff and administrator(s) to conduct business in an interactive setting for discussion and planning for a building's needs and goals.

f. Meetings on non-scheduled teacher workdays may only be held with approval by the entire building bargaining unit and Principal. Approval by the entire building bargaining unit and Principal may include excusing bargaining unit members without penalty or retribution (subtle or otherwise). The Union and/or administration may declare void this provision (on non-work day meetings) by giving 24 hour written notification.

g. Parent conference schedules will be negotiated each year in conjunction with the calendar as an addendum to the calendar. The hours for fall conferences will not exceed the fourteen (14) hour work period. In addition, the elementary teachers will be allotted one half (1/2) day for preparation immediately prior to the said fall conferences unless otherwise agreed to when voting on a school calendar.

3. A schedule of proposed meeting dates will be published at the beginning of each semester by the building principal. In addition, all teachers will receive a notice at least forty-eight (48) hours prior to the meeting if the meeting is to be held. Failure to give forty-eight (48) hours notice will negate the obligation of attendance at the meeting.

4. Altered schedules shall only be allowed with the mutual consent of the teacher(s) involved and the administration.

5. All teachers shall prepare weekly lesson plans for each class, so that a good lesson is presented every day, and in case of absence, a plan is available for the substitute teacher. Teachers so requested shall hand in lesson plans on Friday of each week; the plans shall be returned to them on the following Monday morning with the Principal's constructive comments and/or initials. In the event of teacher absences, substitutes shall carry out the regular teacher's lesson plans. Teachers shall be in their assigned classrooms or workrooms for students and planning as much as possible, and if this is not possible because the rooms are being used by others, teachers will continue to make themselves available for students and planning.

6. All teachers shall be entitled to a duty-free uninterrupted lunch period of not less than thirty (30) consecutive minutes, to be scheduled at midday, during the same time period as the students' lunch, from approximately 11:00 a.m. to 1:00 p.m.

7. Teachers shall be given approval to begin or leave work earlier or later than regular duty hours on those occasions when medical appointments must be scheduled so long as prior arrangements are made with the building principal. Teachers may be given approval to begin or leave work earlier or later than regular hours on those occasions where other appointments can only be made during regular duty hours, provided that such leave does not interfere with scheduled teaching duties and prior arrangements are made with the building principal. In any case, the Principal may verify the appointment.

B. All teachers shall have a weekly maximum of 1605* minutes for the duration of this contract in academic contact time and 75 minutes non-academic or supervisory contact time, and shall have at least 275 minutes per week of unassigned preparation time. These times shall be applied to each grade level as follows:

* Except elementary teachers – see C.1.a

C. Elementary: For purposes of this Article, elementary will be classified as K-6 regular classroom teachers and specialized teachers (art, music, physical education, STEM and technology).

1.

a. Elementary teachers' academic contact time will not exceed 1615 minutes for the duration of this contract, per week for a two-week period.

b. Elementary teachers' non-academic contact time will not exceed 75 minutes per week.

c. Elementary teachers shall receive at least 275 minutes of unassigned preparation time per week to be divided into periods of not less than thirty (30) consecutive minutes. Elementary teachers shall have at least one (1) such preparation period per day.

d. A committee consisting of building administration and building staff will be established to determine the placement of preparation periods. After committee recommendations, the final decision of the placement of planning periods will be made by the building administrator.

2. Elementary specialists (music, physical education, art, STEM and technology) shall be scheduled equally among regular K-6th grade teachers if available.

3. In the event that elementary teachers' time exceeds an average of 1615 minutes for the duration of this contract per week for a two-week period, teachers shall be compensated at the same hourly rate as secondary teachers who act as substitutes as set forth in Article XVIII, Section C.

D. Junior/Senior High School: For purposes of this Article, high school shall be classified as grades 7 through 12.

1. High school teachers shall, in addition to their lunch period, have at least one (1) preparation period per day.

   a. In the event a teacher does not have a preparation period, he/she will be paid an additional $7000 for the year ($3500 for a semester). The payment will be included in payroll wages and spread out equally over the pay periods (20 or 24 depending on the election of the teacher).

2. The weekly teaching load of the high school teachers will be twenty-five (25) teaching periods of at most sixty minutes and five (5) unassigned preparation periods of at least fifty-five (55) minutes plus five (5) minutes passing time, except in the case of altered schedules where the minutes in each period may be decreased.

3. High school teachers will not be required to have more than three (3) preparations.

4. Non-academic or supervisory contact time will not exceed 75 minutes per week.

5. Teachers who have IB courses as part of their teaching assignment will receive additional prep time as follows:

One IB Course – 1 day per year
Two IB Courses – 2 days per year

The "preparation day" will be scheduled in consultation with the high school principal. Teachers will perform their prep work at the high school.

6. Middle and high school counselors responsible for student class scheduling may work up to an additional 5 days (of not more than eight hours per day for a total of forty hours) in the summer for scheduling purposes at the summer school pay rate. The current pay rate is $40.00 per hour.) The counselor will request this time in writing to the principal.

E. Adult Education: For the purposes of this Article, Adult Education shall be classified as those teachers in the Adult Education Program who are part of the bargaining unit.

1. Adult education teachers shall have at least one (1) unassigned preparation period per day of not less than sixty (60) minutes in addition to their daily lunch period.

2. Student contact time shall not exceed 1605 minutes for the duration of this contract per week. Non-academic or supervisory contact time will not exceed 75 minutes per week.

3. Adult education teachers shall not be required to have more than five (5) academic preparations.

F. Teachers who work in more than one of the above grade levels, and teachers who do not fall into one of the above categories or classifications, shall be covered by the provision of Section B above.

G. Professional Development

Teachers shall meet the professional development requirements of the Michigan School Code. It is understood that the district will provide teachers with the opportunity to annually accumulate the required professional development hours within the district as required by the State. The district will keep a record of the offered opportunities and attendance records for auditing purposes. Each teacher will meet the state requirements for professional development and provide a record of the same as requested by the personnel department.

ARTICLE VI

TEACHING CONDITIONS

A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach, and the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end.

B.

1. The limits set forth below shall not apply to Chorus, Performing Arts, Band and Study Hall. The Board agrees:

   a. Class size in grades K-2 shall not exceed twenty-nine (29). There will be a payout of $300.00 per student per semester for the twenty-ninth student;
   b. Class size in grades 3-6 shall not exceed thirty-two (32). There will be a payout of $300.00 per student per semester for the thirty-first and thirty-second student;
   c. Class size in grades 7-12, Alternative Education and Adult Education shall not exceed thirty-five (35) per class and one hundred ninety-eight (198) per day. There will be a payout of $300.00 per student per semester for the thirty-third, thirty-fourth, and thirty-fifth student in single taught classes. This class overage payout will not apply to co-taught classes.
   d. Physical Education classes shall not exceed thirty-four (34) per class in grades K-6 with two hundred (200) per day, and not more than forty-five (45) per class in grades 7-12 with two hundred seventy (270) per day.
   e. Class size in transitional kindergarten is sixteen (16) with an additional adult/paraprofessional in the room and shall not exceed eighteen (18). There will be a payout of $300.00 per student per semester for the seventeenth and eighteenth student;
   f. The Association recognizes that Special Education caseloads are governed by the State of Michigan. The current limit is 18. In the event that the district receives a waiver from the State of Michigan that increases the number of students on each teacher's caseload (currently 23 at the elementary level and 20 at the secondary level), the special education teacher will receive a payout of $300.00 per student per semester for the twenty-third student at the elementary level and for the twentieth student at the secondary level.
   g. The St. Clair County RESA's Special Education Plan, which sets the guidelines that Algonac Community Schools follow, allows for a speech and language caseload of 62 (with 3 additional under review and not counted on the caseload). There will be a payout of $300.00 per student per semester starting with the 63rd student. The student overload must be maintained for 5 consecutive weeks of a semester to qualify as determined by the caseload count on each Friday of the week.

   The Board and the St. Clair County Education Association recognize an optimum of twenty-five (25) per class.

2. Whenever possible, the Building Principal shall provide a suitable place other than the general education classroom for all specials teachers to conduct class.

3. Whenever possible, mainstreamed students shall be distributed evenly among teachers per grade level per building.

a. For the purpose of this agreement, the concepts of "mainstreamed" and "balancing" shall be separated into K-6 and 7-12 understandings.

For K-5, a mainstreamed student shall be defined as any student spending any part of his or her school day in a resource room. The identification of the group of mainstreamed students to be balanced per teacher, per grade, per building shall be based upon the initial enrollment of mainstreamed students and those students in the referral process prior to the first day of school. No regular education student shall be required to be displaced once the school year has started in order to accommodate balancing.

For 7-12, the mainstreamed students shall be defined as any student spending more than one class period in a resource room and/or classified as E.I. Balancing of mainstreamed students shall be as follows:

1) Students shall be divided equally among sections of the class per period provided that multiple sections exist and provided that no class size limitations provided in other sections of the Master Agreement are violated.

2) No general education student shall be required to transfer classes to accommodate balancing once a semester begins.

3) Within the limitations of scheduling and State guidelines, school principals shall make a deliberate effort to achieve balancing.

If any teacher (K-12) feels that the distribution of mainstreamed students within his or her classes is placing undue hardship on the teacher or the placement of a mainstreamed student is inappropriate, the teacher shall be entitled to a conference with the Superintendent or designee and the special education teacher most involved with the student's schedule. The special education teacher and the Superintendent or designee may jointly recommend reassignment or re-evaluation of the educational program. Every reasonable effort shall be made to accommodate reassignments or re-evaluation.

b. All teachers with educational responsibility for students within the pertinent educational level shall be informed of scheduled Individual Educational Planning Committee (I.E.P.C.) meetings when the date for each such meeting is determined.

c. Upon written request, reports of the I.E.P.C. results shall be given to each teacher who has educational responsibility for the student, and to teachers who will have educational responsibility of the student in the next academic year, within fifteen (15) school days after being finalized.

d. The Board will provide training for regular education teachers receiving students with disabilities and all teachers having to serve students who are medically

fragile. A trained aide shall be available to handle all required medical responsibilities.

e. In a co-teaching arrangement, the class size will not exceed the class size designated in the contract for general education classes. Participation in a co-teaching arrangement shall be voluntary.

C. Any teacher may request an aide. Whether the aide is granted shall be at the sole discretion of the Superintendent and not subject to the Grievance Procedure.

D. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests, and questionnaires and similar materials are the tools of the teaching profession including school supplies appropriate to the grade level. The Board will provide a sufficient amount of copiers per building, one (1) of which shall have color printing capabilities. A principal will reply to a teacher concerning his requisitions within five (5) school days whenever possible.

E. The Board will endeavor at all times to keep the school reasonably and properly equipped and maintained. Each teacher's notebook will have a checklist to facilitate feedback to principals regarding upkeep and maintenance.

F. 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, sex, color, or national origin, and to seek to achieve full quality of educational opportunity to all pupils.

G. Coaches, at their option, may drive a school bus or van within the boundaries of the school district, but must hold an appropriate license. The Board agrees to pay for all such licenses.

H. Under no conditions shall a teacher be required to drive, ride, or supervise a school bus as part of his regular assignment except for field trips or athletic trips.

I. The Board shall make available in each school adequate lunchrooms, restrooms and lavatory facilities exclusively for school personnel and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge. Smoking will not be permitted in any building and shall only be allowed on school grounds as provided for in the law.

J. Telephone facilities shall be made available to teachers for their reasonable use. Teachers making personal long-distance calls shall charge them to their own phone number or reverse the charges.

K. Parking facilities will be provided for each teacher, if available. Teacher parking facilities owned or leased by the Board shall be maintained on an equal basis with parking facilities provided for other personnel.

L. Elementary teachers:

1. Will not be required to collect lunch money;

2. Will have access to student records as permitted by law, but will not be required to record any information therein, provided teachers shall be required to furnish information for the CA-60 files to the office;

3. Will be responsible for recording only one report card;

4. Will follow the daily attendance procedure as follows:

   Teachers will record daily attendance by such electronic means as dictated by available technology. Office recording of and maintenance of CA-lO (office attendance books) shall be the responsibility of the office personnel. Teachers will have no responsibilities to the CA-lO. Teachers will continue to mark report cards and reading scores.

M. Secondary teachers:

   1. All teachers shall have access to student records as permitted by law.

   2. Secondary teachers will be provided with assistance in addressing and mailing out attendance notices.

N. The Board agrees to have commercially prepared achievement and mental maturity tests, which are administered on a mass scale, corrected by machine or other means. The following tests are listed by way of illustration: California Test of Basic Skills, California Mental Maturity, Vocational Planning Inventory.

O. A teacher who must move from building to building during the course of his teaching assignment shall be reimbursed (see Article XVIII, Paragraph G).

P. If the District requires or directs that a teacher attend a trip/conference outside the District, reimbursement shall include mileage consistent with Article XVIII, Paragraph G. Trips other than those, which are directed or required by the district, may be authorized with or without mileage at the discretion of the District.

Q. Newly emerging education issues will continue to be addressed through negotiations between the parties.

ARTICLE VII

PROFESSIONAL QUALIFICATIONS, ASSIGNMENTS AND TRANSFERS

A. Since pupils are entitled to be taught by teachers who are working within their areas of competence, teachers will be assigned within the scope of their teaching certificates as determined by appropriate certification, approval or authorization following the Revised School Code, MDE's Teacher Certification Code document, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

B. It is the intent of the Board to staff the district with the most effective, certified and qualified teachers to instruct the applicable curriculum. To that end, no person with a special certificate and/or special permit shall be hired when one with proper certification is available. Individual teacher contracts based on special certificates and issued to new teachers will be subject to termination at the end of the current school semester when a qualified teacher can be found to fill the position. The position will be posted until a qualified teacher is found. If a teacher having a bachelor's degree from an accredited college or university and a provisional or permanent certificate applies for a position held by a special certificated person and is not hired, the Association will be notified as to the reasons therefore.

C. Teacher assignments for the following year will be available to teachers by the last Friday in May preceding the last full week of school. For later changes in assignment, the teachers will be notified of the reasons, either in person, by phone, email or by registered mail, at their last known recorded address, promptly after the decision to change is made by the Administration, with a copy to be sent to the Union President or designee. In the event that any changes in assignment are proposed, such changes will be made according to Board Policy and the Revised School Code.

D. Teachers must qualify for all aspects of their assignment. Compliance with State and Federal Law as well as any other professional or special training, attendance, previous effective ratings, and length of service or seniority may all impact placement.

ARTICLE VIII

VACANCIES AND PROMOTIONS

A. Whenever a vacancy arises or is anticipated, the Board shall publicize the qualifications of such vacancy to the Association President or designee and provide for appropriate posting in every building. No vacancy shall be filled, except in the case of an emergency on a temporary basis, until such vacancy has been posted for at least ten (10) working days in every building. Vacancies, which occur after the second week of the semester, may be filled for the remainder of the semester with a substitute until the beginning of the next semester.

B. Vacancies shall be filled with certified and qualified personnel by the District according to Board Policy and the Revised School Code. Required posting time of the vacancy shall be 10 working days until 2 weeks before the beginning of the school year and then shall be reduced to two (2) working days.

C. Any qualified teacher may apply for such vacancy. All Association members, including teachers laid off or on leave, who make application for such vacancies, shall have a personal interview if requested.

D. Whenever vacancies occur during the summer months when regular school is not in session, the following procedures, in addition to the procedures heretofore outlined, shall be followed:

1. Posting will be made on the District's website.

2. Notification will be sent to the Association President or designee.

3. Teachers with special interests in possible vacancies may notify the Central Office or Principal of their interests, in writing, during the last regular week of school and shall include a summer phone number, email and address.

ARTICLE IX

ILLNESS OR DISABILITY

A. At the beginning of each school year, each teacher shall be credited with an eleven (11) day sick leave allowance to be used for absences caused by illness or physical disability of the teacher, including diagnostic testing that cannot be accomplished at any other time, major oral operations, such as oral surgery, major orthodontic work, etc. Normal routine medical examinations or minor medical procedures including routine dental examinations, routine dental work and dental procedures shall not be considered illness or disability and, therefore, not included under this Article. Up to fifteen (15) sick days may be used by the teacher for the illness and disability of his/her family. The Superintendent may authorize additional personal sick leave days for the illness and disability of a teacher's family. Family shall be defined as in Article X, Paragraph C, 1-7. The unused portion of such allowance shall accumulate from year to year without limitation. Any absences for personal illness or family illness beyond 11 days in one school year shall require a medical note from a physician/doctor.

B. Beginning in the 2023-24 school year, teachers with over sixty (60) sick days may sell up to twenty (20) of those days back to the district. An individual must maintain at least 60 sick days after the buy-back. The buy-back rate will be:

Year	Amount per day	Annual Cap
2024-2027	$75.00	No annual cap

If the annual amount exceeds the annual cap, then teachers who want to sell back days will be limited to fewer than ten (10) days. Teachers wishing to participate in the buy-back must inform the district by June 8 so that payout may be included in the June 23 paycheck.

Upon retirement from Algonac Community Schools, any unused sick days will be paid out in the amount of $50.00 per day for days 0-60. Any days above 60 will be paid at the rate of $75.00 per day.

C. New teachers and all teachers who have not contributed to the Association Sick Leave Bank will be assessed one (1) day per year for three (3) years to be credited to the Sick Leave Bank. At such time as the Association's Sick Leave Bank shall fall below 75 days, the Association shall be allowed to assess a maximum of one (1) day per year per teacher for the Bank. Upon mutual agreement, the Board and the Association may request for an additional consideration once during the school year. If a teacher refuses to contribute, he shall not be eligible to use the Association Sick Leave Bank. The Sick Leave Bank shall cover physical illness and mental illness. The above ways shall be the only ways that days can be contributed into the Sick Leave Bank. The Association agrees that the existing policies of the Sick Leave Bank will remain unchanged during the life of this agreement.

D. When a teacher is unable to be in school on any given day, s/he shall call a telephone number or enter the absence into the website designated by the Superintendent to report unavailability prior to 6:00 A.M. of the day of absence, if possible.

E. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Act shall receive from the Board the difference between the workmen's compensation payment prescribed by law and his regular salary; (1) for fifty (50)

working days, and (2) thereafter until such time as the teacher shall have used up the dollar value of his or her own accumulated sick leave; provided, however, that the teacher may elect not to use his or her own sick leave, and in that event, this benefit will cease at the end of the aforementioned fifty (50) working days. No sick leave may be received from the Sick Leave Bank when the injury is one that is compensable under the Michigan Compensation Act. No sick leave shall be charged against any teacher nor shall any teacher suffer any loss of pay during the seven (7) day waiting period required under the Workmen's Compensation Act.

F. All teachers who have knowledge of any impending condition (upcoming surgery, pregnancy, etc.) that shall incapacitate them from working shall notify the Board. Notification is to be accompanied by a statement from the attending physician stating the nature of the disability. The teacher shall be required to furnish medical certification of his continued ability to perform his duties as often as the Board of Education may, in its discretion, request.

1. The teacher may be required to submit to physical examinations by a physician selected by the School Board at the Board's expense.

2. To receive sick leave payments, the teacher must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by his physician.

3. For all sick leave days claimed under Section E, the teacher must have a physician's certificate verifying physical disability, which prevents said teacher from fulfilling his teaching responsibilities.

G. A medical note from a physician/doctor will be required for any personal/family illness on days before or after a scheduled break (i.e. Thanksgiving break, Christmas break, Mid-Winter break, Spring break, Easter break, Memorial Day break).

ARTICLE X

PROFESSIONAL, PERSONAL AND ASSOCIATION LEAVE

A. Building principals, at their discretion, may send teachers to conferences and workshops. Such shall not be charged against the teacher's sick leave or personal leave days nor shall they be reflected on the teacher's evaluation.

B. Personal Days

At the beginning of every school year, each teacher shall be credited with three (3) personal days (22.5 hours). Personal days may be used at the discretion of the teacher, subject to the following limitations:

1. Personal days shall not be used on the following occasions:
   a. During Parent-Teacher Conference days.
   b. During student examination days.
   c. On the first student day and the last teacher day of school
   d. Used for other employment.

   If an emergency arises, the Superintendent, at his sole discretion, may authorize the leave for emergency matters. A Personal Business day as described in Section C may be applied for and, if granted, used at any time.

2. In the event that the teacher fails to return from a personal day on the scheduled day, the teacher shall not be paid for the personal day. The Superintendent, at his discretion, may authorize a teacher to use a personal day or personal business day in the event the teacher is unable to return to work from an approved holiday, vacation or leave of absence due to unforeseen circumstances that are beyond the control of the teacher. The teacher must apply to the Superintendent in writing and demonstrate that he/she made a good faith effort to return to work on time. The decision of the Superintendent shall be final and is not subject to appeal through the grievance procedure or any other forum.

3. Application for use of personal days must be made to the Superintendent forty-eight (48) hours in advance of the intended day. Notification must be received by the Superintendent during regular office hours 8:00 a.m. until 4:30 p.m., Monday through Friday.

4. Personal leave time shall not be broken into increments of less than one-half (1/2) **school day**, unless approved by the Superintendent at his sole discretion.

5. Personal days that are partial days must either be at the beginning or end of the scheduled day.

6. No more than five (5) teachers may be on personal leave on any day except to extend the beginning or end of a vacation when the number will be no more than four (4) teachers.

7. In the event an emergency arises and forty-eight (48) hours advance notice is not possible, the Superintendent, at his sole discretion, may waive the notice.

8. For the purposes of this Article, sole discretion is defined as the final decision reached by the Superintendent, not subject to the grievance procedure.

9. Teachers may elect to be paid at the per diem sub rate for two of the unused personal days. Such payment shall be made in June. The third personal day cannot be used to extend vacation or submitted for pay. The third personal day, if unused, will revert to a sick day.

10. The third, business personal day may be rolled over to the following school year as a personal day rather than a sick day. At no time shall a teacher begin the year with more than four (4) personal days.

C. Absences due to death in the teacher's family shall be deemed legitimate use of accumulated sick leave days up to five (5) per occurrence. However, the Superintendent, at his discretion, may grant bereavement leave to a teacher who has exhausted his sick days. For the purpose of this Article, the term "family" shall be defined:

1. Mother-Father (step)
2. In-Law (Mother-Father-Son-Daughter-Brother-Sister)
3. Spouse
4. Children (Step-Grand)
5. Brother-Sister (step)
6. Grandparents (either spouse)
7. Niece-Nephew-Aunt-Uncle (limit three (3) days)

In the event that the teacher's personal days do not cover the length of time for funerals of other individuals, additional leave days may be granted and charged against the teacher's accumulated sick leave days. Such days are limited to a total of five (5). Such days shall be granted at the sole discretion of the Superintendent.

D. A teacher subpoenaed to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation. A subpoena arising from employment other than the Algonac Community Schools shall not be compensated from this section. A teacher will not be paid under this section for subpoenas issued by their own attorney(s).

Up to four (4) teachers, directly involved in grievance or arbitration hearings or administrative tribunals arising in the District, shall be released from their teaching responsibilities to be present at such meetings without loss of pay, personal leave time, sick days, or Association days when called by the Association. Beyond four (4) teachers requires mutual agreement by the Superintendent and the President of the Association with no loss of pay for these teachers. The Association will reimburse the District for the cost of substitutes where a teacher attends an arbitration hearing at the request of the Association as other than a witness.

E. A teacher who serves on jury duty shall be paid his regular daily salary for each day in which the teacher reports for or performs jury duty and on which he otherwise would have been scheduled to work. Compensation from St. Clair County or the county in which the teacher is performing jury duty shall be paid to the Board of Education. If jury duty interferes with a teacher's classroom activities, the Administration will request an excuse or deferment. The teacher agrees to fully cooperate with the Administration.

F. Teachers may use sick days for purposes of participation in recognized religious holidays of the teacher's personal faith.

G. Unpaid days that are not part of an approved leave of absence will not be granted unless the superintendent has approved it. Unapproved absences that go beyond the teacher's allotted sick/personal days are subject to discipline up to and including termination. In addition to the discipline, the teacher will also be responsible for paying all substitute costs associated with the absence.

ARTICLE XI

SABBATICAL LEAVE

A. After seven (7) consecutive years of employment, a teacher may apply for sabbatical leave. Permission may be granted to no more than 1 percent of the teaching staff unit each year. One-half (1/2) the regular salary plus hospitalization benefits will be paid. Teachers shall return to the school district for a minimum of two (2) years following a sabbatical leave. In the event a teacher does not stay in the school district for two (2) years, he shall within two (2) years repay the Board that part of his sabbatical leave salary, which the unexpired period of service bears, to two (2) years. The teacher agrees to furnish the Board of Education with the promissory note specifying the repayment terms.

B. Teachers desiring sabbatical leave will make application to the Professional Study Committee by submitting a proposed sabbatical program. The Professional Study Committee will make recommendations to the Superintendent who will in turn present his recommendations to the Board.

C. Criteria for the selection of the teacher(s) to be recommended to the Board shall incorporate the following:

1. Date of filing and application
2. Purpose of the leave
3. Seniority of professional service in the system
4. Professional growth of the staff member
5. Potential benefit to the school system
6. Demonstrated dedicated service to the school system

D. A teacher returning from sabbatical leave shall be restored to his teaching position, seniority, status and pay as if he were teaching in the district during his sabbatical leave.

ARTICLE XII
UNPAID LEAVE OF ABSENCE

A. An unpaid leave of absence of not less than one (1) year for any reason except other K-12 employment shall be granted to any bargaining unit member upon written application. This leave shall be extended for up to one (1) one-year extension, except that during actual or impending layoffs, this leave shall be extended for up to two (2) one-year extensions.

B. A teacher requesting a leave shall make this request in writing by July 1 for the following school year. This deadline shall not apply to medical leaves. A teacher on leave of absence shall notify the district of his or her desire to return from leave by July 1 for the following year. If the teacher fails to follow these timelines, the district may refuse to approve the leave or extension. Failure of individuals on leave of absence to notify the Personnel Office of their desire to return on or before July 1 of the year they wish to return shall constitute an irrevocable, voluntary resignation.

C. A teacher who notifies the District of their desire to return from leave shall do so by application for a vacancy for which they are certified and qualified. A teacher making such application shall be placed in a vacancy for which they are certified and qualified, if one exists. If no positions are available or during actual or impending layoffs, teachers returning from leave shall be laid off, but shall be entitled to the same recall rights as all other laid off teachers.

D. Teachers on leave of absence shall retain all sick leave and other benefits accumulated prior to said leave. If a teacher teaches more than half the semester inclusive of paid sick days, he will receive credit for that semester on the salary schedule. If a teacher teaches more than one hundred (100) days in any school year inclusive of paid sick days, he will receive credit for the year on the salary schedule.

E. Seniority shall continue to accumulate for up to one (1) year for teachers on leave of absence. Seniority shall be retained but shall not continue to accumulate for leaves extending beyond one (1) year.

F. Teachers on midyear leave of absence shall receive Board-paid insurance coverage prorated for the portion of time worked inclusive of paid sick days. Teachers on leave of absence may continue their insurance coverage by paying, in advance, premiums through the Board at the group rate, subject to the rules of the carrier.

G. The District shall provide such leaves as are required by the Federal Family Leave Act of 1993. The District shall act in accordance with the Federal regulations.

H. Except as otherwise stated, teachers on unpaid leave shall not receive fringe benefits.

I. Teachers on leave of absence shall be required to notify the Board of any change of address and telephone. Failure to notify the Board of any change of address shall suspend any obligation of the Board to notify the teacher of openings until the district is notified of the address change.

ARTICLE XIII

MEDICAL LEAVE OF ABSENCE

A. Teachers who have an illness or disability condition that qualifies them for sick leave benefits under Article IX of the agreement between the Algonac Board of Education and the St. Clair County Education Association – Algonac shall qualify for a medical leave of absence not to exceed one (1) school year upon exhaustion of the teacher's paid sick leave benefits (including sick bank). Teachers may not use more than one (1) one-year medical leave. Medical leaves are not renewable. Upon exhaustion of medical leave, teachers may apply to the Board of Education for an unpaid leave of absence under Article XII.

B. Medical leaves shall be without pay and with restricted fringe benefits.

C. Teachers on medical leave will be returned to their position upon expiration of the leave, unless the teacher's position has been eliminated or otherwise changed, in which case Article XV shall apply.

D. Teachers on unpaid leave must have taught sixty (60) days in a semester to receive credit for that semester.

E. Health Insurance (which includes health insurance, dental and vision insurance, long-term disability and life insurance) - Shall be prorated in the same manner as prorated for laid off employees. Example: A teacher has taught 100 days prior to leave of absence. The teacher would receive 100/182 x 12 or 6.5 months of health insurance computed from September 1st. Beyond the proration of health benefits, the Board of Education will, at its expense, provide health insurance benefits for ninety (90) calendar days, subject to the rules of the carrier. Following this ninety (90) days, the teacher may continue the insurance coverage by paying, in advance, the premiums through the Board of Education Office at the group rate, subject to the rules of the carrier.

F. Other fringe benefits (not included with health insurance) will not be paid by the district for the period of the leave of absence.

ARTICLE XIV

TEACHER EVALUATION

A. The performance of all teachers shall be evaluated in writing according to a performance evaluation system consistent with the Revised School Code, the Teachers Tenure Act, and Board Policy and meets statutory standards.

B. Evaluations shall only be conducted by a building principal or assistant principal or other full-time administrator. Each observation shall be made in person for a minimum of thirty (30) minutes. All monitoring or observation of a teacher shall be conducted openly.

C. A copy of the written evaluation shall be submitted to the teacher forty-eight (48) hours prior to a post evaluation conference. The post evaluation conference shall be held within ten (10) days of the evaluation observation (including the 48-hour notice). One copy of the evaluation is to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels that the evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. The teacher shall reserve the right to Association representation at the post evaluation conference, with prior notification to the principal.

D. The Association President may discuss informally with the building principal the classroom performance of probationary and tenure teachers.

E. If an evaluator finds a teacher ineffective or minimally effective, the reasons therefore shall be set forth in written terms as shall an identification of the specific ways in which the teacher is to improve and of the assistance to be given by the evaluating administrator.

F. An individualized development plan (IDP) with performance goals shall be developed in consultation between the teacher and administer for:

   a. all probationary teachers
   b. teachers rated less than effective
   c. when deficiencies are noted by the evaluator requiring corrective action

G. Tenured teachers rated as at least effective on the three (3) most recent year-end evaluations may be evaluated triennially. If the teacher is not rated effective on a year-end evaluation, the teacher must be evaluated annually until receiving three (3) consecutive effective year-end evaluations. Any teacher rated as ineffective or needing support for three (3) consecutive year-end evaluations shall be discharged consistent with due process.

H. Each teacher shall have the right, upon request, to review the contents of his own personnel file. The teacher shall not have access to any letters of recommendation or to any correspondence received before their hiring date. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

1. All teaching evaluation reports
2. Copies of annual contract
3. Teacher certificate
4. A transcript of academic records

No material may be placed herein without allowing the teacher an opportunity to file a response thereto, and said response shall be attached to the file copy of the material in question. If a teacher is asked to sign material placed in his file, such signature shall be understood to indicate his awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

I. The Association recognizes that abuse of leaves, chronic tardiness or absence, willful deficiencies in professional performance or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building.

J. In serious cases of teacher misconduct, the Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies/misconduct and indicate expected correction. Alleged misconduct shall be promptly reported to the offending teacher by an administrator.

K. No teacher shall be disciplined, reprimanded, or denied compensation unless it is not arbitrary and capricious.

ARTICLE XV

REDUCTION OF PERSONNEL

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff. Reduction of personnel and placement of staff shall be implemented according to Board Policy established pursuant to the Revised School Code.

A. A reduction in force shall be based upon Board Policy established pursuant to the Revised School Code.

B. A list will be provided to the Association President or designee specifying the areas in which a teacher is certified and qualified.

C. Certified shall be defined as a State recognized valid teaching certificate held at the end of the school year.

D. Qualified shall be:

1. In grades K-6, a classroom teacher to be qualified must have elementary certification. Elementary specialists shall carry the proper endorsement.

2. In grades 6-8, a teacher to be qualified must meet the following: Major or Minor and either an elementary or secondary certification.

3. In grades 9-12, a teacher to be qualified must meet the following: Major or Minor and secondary certification.

E. Seniority shall be defined as length of service within the bargaining unit and/or any consortium or cooperative program assigned to Algonac commencing with the teacher's first day of work. No one shall be placed on the seniority list unless they are a member of the bargaining unit as described in Article I, Section B.

F. Seniority shall only be granted for time in the bargaining unit, and not for non-bargaining unit time. Any teacher who shall be transferred to a non-bargaining unit position and shall later return to a bargaining unit position shall be entitled to retain such seniority as he may have had under this Agreement prior to such transfer.

G. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause; however, seniority is retained if severance of employment is due to leave or layoff. In cases of leave or layoff, bargaining unit members so affected shall retain all seniority accumulated as of the effective date of leave or layoff. Seniority shall continue to accumulate for up to one (1) year when a bargaining unit member is on leave or layoff.

H. All teachers shall be given written notice of layoff at least thirty (30) calendar days prior to the effective date of layoff. If a teacher is not given at least thirty (30) calendar days prior notice of layoff, said teacher will be considered in employment thirty (30) calendar days after receiving such notice and will be paid for the regularly scheduled teacher work days that may fall within this 30-day calendar period. For example, if a teacher is notified on August 31 that he is laid off for the following school year and school starts the first day of September, the teacher will be

given employment for the first thirty (30) days of the school year, and the layoff is effective October 1. Duties assigned to such teacher shall be professional responsibilities such as substitute teaching, curriculum work or study, and other like professional responsibilities as assigned by the Superintendent or his designee.

I. Recall of laid off teachers shall be in accordance with Board Policy and State law.

J. Benefits for laid off teachers:

1. A teacher that has been laid off because of staff reduction shall, if he desires, have priority on the substitute list.

2. Provisions for early retirement shall be made for the teacher who may wish to do so, providing there is no conflict with established state retirement policies as long as the district incurs no liability.

3. During said reduction, such laid off teachers shall receive insurance benefits at the Board's expense for the remaining contract year. Teachers laid off during the school year shall receive Board paid insurance coverage prorated for the portion of time worked inclusive of paid sick days.

4. In addition to the above insurance benefits, the Board shall pay one (1) month of health insurance coverage for each year of service up to a maximum of six (6) months, subject to the rules of the carrier.

5. After the contract year, the teacher may pay, in advance, premiums through the Board at the group rate in order to maintain insurance coverage subject to the rules of the carrier.

ARTICLE XVI

CONTINUITY OF OPERATIONS

A. When a teacher is absent for school related activities approved by the principal for a portion of the day where a substitute cannot be obtained, teachers will be requested to act as substitutes during their planning period. No teacher will be required to so teach unless:

1. All reasonable efforts have been used to obtain a substitute.
2. There are no volunteers to cover the assignment.
3. There is no administrator assigned to the subject building who is available to cover the assignment. An administrator is unavailable if they have no discretionary time within which to cover the assignment.

All teachers who are required to fill in for such absences shall only be required to fill in on a rotating basis, a maximum of two (2) times per year. The Association building representatives will be notified when this situation occurs. Any teacher acting as a substitute during their planning period shall be paid according to the terms set forth in Article XVIII, Paragraph C.

B. Teachers will not be required to report for duty when inclement weather prohibits opening school for the students, nor shall they suffer any loss of wages, benefits, or leave time, sick days or personal days. A telephone relay system shall be established so teachers shall have adequate notice of such cancellations. The Superintendent shall make the decision to close or alter school operations because of inclement weather. The decision shall be made as near to one hour prior to the earliest reporting time possible (6:00 a.m. on the present schedule). When schools are closed to students due to the above conditions and all students have cleared the building, teachers shall not be required to remain on duty.

1. First notification shall be to all principals and administrators or supervisors.

2. Principals will use a group notification system such as Remind or BAND to notify building staff.

3. The district will use a group notification system such as automated phone delivery to notify all district staff.

C. The Association agrees that the district shall be permitted to reschedule student attendance days when schools are closed due to inclement weather or other Acts of God ("Snow Days") in order to meet the 1,098 hour requirement found in Section 101 (3) of the school aid act. The decision whether to cancel a workday for said reasons shall be at the discretion of the district. If the district elects to reschedule snow days, the following provisions shall apply:

1. Teachers shall suffer no loss of pay, benefits, sick days or personal days, or leave time when school is closed due to building closings, weather, or other Acts of God.

2. If school is canceled for the entire day before teachers have reported for work, hours may be rescheduled and teachers shall receive no additional compensation for rescheduled student attendance hours.

3. If school is canceled after the normal starting time of teachers, and those hours cannot be counted as part of the 1,098 student hours, teachers will be paid an additional prorated

salary based on their regular rate of pay for all hours worked. The hours will be rescheduled and the rescheduled hours shall be considered part of the 1,098 hour requirement with no other additional pay.

4. If school is canceled after the normal starting time of teachers and hours can be counted as part of the 1,098 student hours, there shall be no additional compensation and the day will not be rescheduled.

5. Rescheduled student attendance days shall be held on the last week day(s) immediately following the last day of pupil instruction unless otherwise agreed upon by the Association and Board.

However, if the law is changed such that the district is not required to make up some or all hours of student instruction, the provisions of Paragraph C shall not apply. The provisions of paragraph B will apply, and these days will not be rescheduled under Paragraph C.

ARTICLE XVII

SCHOOL CALENDAR

A. The parties agree that for the term of this Agreement the school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and Association, except as necessary to provide for snow days per Article XVI-C.

B. The calendar for each school year shall be mutually agreed upon by the Board and the Association.

C. The District may adopt an Adult Education calendar different than the regular school calendar so long as it meets the following requirements:

1. Total teacher workdays shall not exceed the number of teacher workdays on the regular calendar.

2. Total student days shall not exceed the number of student days on the regular calendar.

3. Adult education teachers shall receive the vacation days as other teachers under the regular calendar for Christmas, Thanksgiving, and Easter.

4. Adult education teachers shall not be required to work more than one hundred eighty-two (182) days; however, if they are asked and volunteer to work additional days, they shall be paid prorated compensation equal to one hundred eighty-second (1/182nd) of their regular salary.

5. The teachers' last day in adult education shall not extend more than two (2) weeks beyond the teachers' last day on the regular calendar. In the event that the student count date is changed by the State to counting more than once a year, either party may request re-negotiation of the Adult Education calendar.

D. The daily hours of instruction for students as set forth in Article V and the school calendars made a part of this Agreement were designed by the parties to meet the requirements of Section 1284 of the Revised School Code so as to receive full state aid. It is understood circumstances may arise, such as, by way of example and not limitation, changes in the law, department of education rule changes or miscalculations which require adjustments in the teacher work day in order to meet the requirements of Section 1284 of the Revised School Code so as to receive full state aid. In the event such circumstances arise, the parties shall meet and negotiate in accordance with state law and agree upon changes, which result in the District meeting the minimum hours of instruction, which are necessary to receive full state aid. In the event of a freeze other than the one for the 1998-1999 school year in the hours requirements under Section 1284 of the Revised School Code, the increase in days or hours for the year of the freeze will be delayed until the freeze is no longer in effect as set forth in Section 1284 of the Revised School Code. In the event of a reduction in the required days or hours of instruction due to legislative change, court action or otherwise, the parties shall meet to negotiate calendar and/or hours changes to meet the minimum requirements.

E. K-6: Each Semester, one of two marking periods shall end with at least one (1) student half day as voted on by the association. The second half of the day will be used by teachers for records,

student assessment data and planning.

F. 7-12: The second marking period shall end with at least two (2) student half days and the fourth marking period shall end with at least three (3) student half days. The second half of the days will be used by teachers for records, student assessment data and planning.

ARTICLE XVIII

PROFESSIONAL COMPENSATION

A. All teachers employed by the Board for the duration of this agreement shall be placed on the appropriate step on the salary schedule, which is attached as Appendix B hereto.

B. For newly hired employees, the Board shall grant salary credit for each year of outside experience in public school and/or military dependent school up to a maximum of three (3) years and may grant up to all years of experience. Any bargaining unit member being recalled from layoff shall receive salary schedule advancement (increments) for all years of teaching during the layoff period, regardless of the type of institution where the teaching occurred.

C. Teachers requested to act as substitutes as set forth in Article XVI, Paragraph A, will be paid $40.00 per period so taught for the duration of this agreement.

D. The Board of Education shall grant extra pay to those who are selected by the Superintendent of Schools to perform the extra-curricular (beyond the school day) duties as set forth in Appendix B-I and B-2 which are attached and incorporated in this agreement.

E. People selected have the option of accepting or rejecting extra-curricular duties.

F. Any vacancy in an extra duty position must be posted within the system at least ten (10) days in advance of selection and applicants must apply in writing.

G. Teachers required in the course of their work to drive their personal automobiles shall receive a car allowance equal to the maximum amount per mile as scheduled yearly by the Internal Revenue Service.

H. Summer school instructors teaching classes requiring certification shall be paid $40 per hour for the duration of this contract.

I. In recognition of years of service to the system, the Board agrees to adopt the following policy in regard to retirement compensation:

> A teacher must have a minimum of ten (10) years of service in the system to qualify for compensation and the total sum paid to the retiring teacher shall be $5,000.00 for the duration of this contract.
>
> The retiring teacher must qualify in accordance with the Michigan Public School Employees Retirement System.

J. Subject to the provisions set forth in Appendix B:

1. Teachers entering the system at midyear (i.e., with one-half (1/2) of the school year or less remaining and continuing on with this system) shall be credited with one-half (1/2) of the step increment on the salary schedule. This shall apply to teachers presently employed as well as newly hired teachers.

2. At midyear (i.e., with one-half (1/2) of the school year or more remaining) teachers who are granted an advanced degree shall for the remainder of the year be advanced on the salary schedule to the appropriate lane of the highest degree held at the current step.

3. It is understood that teacher salary steps are not earned until the first official teacher work day of each school year. Therefore, if the bargaining contract expires prior to that date, the salary step is not earned and will remain at the previous year's step for each employee per law.

K. Salary payments to the teachers shall have the following options:

1. Teachers' salaries will be distributed over twenty (20) equal pays. (Sept-June)
2. Teachers' salaries will be distributed over twenty-four (24) equal pays. (Sept-Aug)

L. Payroll will be paid twice monthly, on the 8th and 23rd of each month, with direct deposit required.

M. Formula for docking salary shall be one one-hundred eighty-two (1/182) of the individual base pay for each day docked. Teachers on leaves of absence shall be paid one/one-hundred eighty second (1/182) of salary scheduled for each day worked.

ARTICLE XIX

INSURANCE PROTECTION

A. The Board of Education agrees to provide full family health care and insurance benefits. The provisions of the group policies and rules and regulations of the carrier will govern as to commencement and duration of benefits, nature and amount of benefits and all other aspects of coverage. The District will pay the statutory cap amounts per law. The Association may approach the District at any time to discuss insurance changes, including premium contributions, the cap, or 80% premium contribution in accordance with the law.

Option A for current employees requiring health insurance:

1. Health Insurance:
2. 3 Options -
   MESSA Choices $500/$1000 deductible with SAVER RX Prescription Plan;
   ABC Plan I with 3 Tier Rx Prescription Plan;
   MESSA Essentials $375/$750 deductible with EbM Prescription Plan.
   The District agrees to pay premiums for health insurance for existing bargaining unit members at a rate of the annual, adjusted statutory cap amounts as enacted by the Michigan Legislature. At no time will the District's contribution exceed the actual amount of the annual, adjusted statutory cap for an employee/member. It is understood that the District's premium contribution will adjust to the annual, adjusted statutory cap each year for the life of this contract.

3. Long Term Disability:
   66 2/3% of yearly salary distributed on a monthly basis
   $5000 maximum benefit per month
   120 calendar days – modified fill
   Maternity coverage
   Pre-existing conditions waiver – yes
   Freeze on offsets – yes
   Alcohol/Drugs - 2 years
   Mental/Nervous – 2 years

4. Delta Dental Plan or comparable coverage: (returns to these %)
   Class I Diagnostic 100%
   Class II Basic Services 90%
   Class III Prosthodontics 90%
   $1000 Class I, II and III Annual Maximum per person
   Class IV Orthodontics 90%
   $1500 Class IV Lifetime Maximum per person

5. Life Insurance $45,000 AD&D

6. VSP-2 Vision Insurance or comparable coverage

Option B for employees not needing health insurance:

1. A teacher who by written proof is covered under another group contract may receive a cash stipend in lieu of the health insurance option at the following rates:

Date of hire	
Prior to 9/1/1990	$799.30
Between 9/1/90 – 8/26/93	$757.44
Between 8/27/93 – 6/30/05	$605.75
Between 7/5/05 – 6/30/08	$601.86
After 6/30/2008	$474.61

2. Long Term Disability - Same as above, 66 2/3%

3. Delta Dental Plan:
   Class I Diagnostic 100%
   Class II Basic Services 90%
   Class III Prosthodontics 90%
   $1000 Class I, II and III Annual Maximum per person
   Class IV Orthodontics 90%
   $1500 Class IV Lifetime Maximum per person

4. Life Insurance $50,000 AD&D

5. VSP-2 Vision Insurance or comparable coverage

B. Premiums on behalf of the teacher shall be paid on a twelve (12) month basis from September to September for medical insurance and from October to October for life insurance.

C. Benefits for part-time teachers shall be prorated upon their percentage of full-time employment.

D. Beginning in 1995, premiums for retiring teachers shall be paid until the effective date of retirement or June 30, whichever comes first. Insurance coverage may be extended at the discretion of the superintendent.

ARTICLE XX

SPECIAL, STUDENT AND INTERN TEACHING ASSIGNMENTS

A. The Board will furnish to the Association copies of the agreement and the philosophy of the teacher training institutions with regard to externs, interns, associates, and student teachers.

B. The Board agrees to use State certified substitutes with the exception of the use of interns as substitutes for the particular teacher to whom the intern is assigned for the particular hours the teacher is assigned.

C. The Board agrees at all times to maintain a list of substitutes. A qualified substitute will be used to replace an absent teacher on a daily basis.

D. Adult teacher aides may be assigned to perform non-instructional duties or to assist in instructional related activities.

E. No teacher shall be required to participate in any program, which exceeds contractual limits. Refusal to participate shall not result in loss of salary or benefits or other rights.

F. The District and the Association shall mutually agree to negotiate the wages, hours, and working conditions for any new programs, including pilot and experimental programs, and for any programs not specifically covered herein that exceed contractual limits.

G. K-5 teachers who are assigned multi-age classrooms (split) shall be compensated $25 for a total of ninety (90) hours per year ($2,250).

ARTICLE XXI

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board will endeavor to help the teachers in handling any suspected emotionally disturbed students when they are called to the attention of the principal.

B. A teacher may temporarily exclude a pupil from one class when the grossness or persistence of the offense makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish upon the form provided, full particulars of the incident. If more information is requested, the teacher will furnish said information as promptly as his teaching obligations will allow.

C. Classroom discipline is basically a professional responsibility of the teacher. Classroom discipline exercised in accordance with Board policies, procedures and rules will utilize all administrative and consultant assistance as well as pupil personnel services so that every effort is made to provide an education for all children, including the reluctant, and the less able. Teachers will exhibit respect for the human dignity of students. Student records will be available to teachers in accordance with current procedure.

D. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student 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 or to prevent injury to another student.

E. Any case of assault upon a teacher while in the performance of a teacher's assignments shall be promptly reported to the building principal. The district shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authority.

F. If any teacher is sued by reason of disciplinary action taken by the teacher against a student and the teacher has acted as a reasonable teacher, the Board and the Association will provide all reasonable assistance to the teacher in his defense.

G. The Board will reimburse teachers for any loss, damage, or destruction of clothing of the teacher who may be assaulted while in the performance of his teaching duties. The Board will reimburse teachers for any loss, damage, destruction or theft of authorized personal property. Personal property of value being brought into the school building must be authorized at the office and signed in and out. Loss must be reported immediately after the assault or theft and not later than seven (7) days. Smocks or aprons will be provided, upon request, for shop, science, art, home economics, and kindergarten teachers. The Board shall provide one (1) per year, and the teacher shall be responsible for cleaning this clothing.

H. The Administration shall initially refer all non-criminal complaints to the teacher. Any valid non-criminal verbal or written complaint made to the administration shall be promptly called to the attention of the teacher. A complaint is deemed serious if it may lead to disciplinary action,

may adversely affect the teacher's evaluation, or the teacher's supervisor simply believes it to be serious. In cases of serious complaint, the following steps shall be taken:

1. The complaint shall be made in writing by the Administration to the teacher and shall include the complainant's name, the date, and a detailed description of the complaint.

2. The teacher shall receive this written complaint within five school days.

3. No action shall be initiated against the teacher until a complainant-teacher or complainant-teacher-principal conference has taken place.

4. If no satisfaction is received from this conference, the administration shall be called upon to help solve the problem in this order: Superintendent and Association designated officials, School Board and Association designated officials.

ARTICLE XXII

PROFESSIONAL STUDY COMMITTEE

Within the first two weeks of the school year, the Vice-President of the Association and the Superintendent shall meet to implement the following Professional Study Committee:

1. A permanent "Professional Study Committee" (PSC) shall be composed of not less than six (6) members, one-half (1/2) of whom shall be teachers selected by the Association and one-half (1/2) of whom shall be persons appointed by the Board.

2. The PSC shall meet when the need arises and at the call of the chairperson to discuss and study subjects agreed upon relating to the school system. The minutes of any resolutions passed at the meetings shall be distributed to all faculty members and Board members.

3. The PSC is empowered to request volunteers for subcommittees to be composed of teachers, administrators, and/or lay citizens to study and report upon mutually agreed upon subjects.

4. All reports of the PSC or its subcommittees, including their recommendations, shall be submitted in writing to all members of the PSC.

5. Suggested subjects of study by subcommittees shall include, but not be limited to:

    a. Development of curriculum
    b. Discipline policy
    c. Evaluation forms for teachers
    d. Technical innovations
    c. Inservice teacher training
    d. Building and facilities
    e. Department organization
    f. Research and experimentation

    Upon completion of its study and report on the subject assigned to it, each subcommittee shall be considered dissolved, and once dissolved, no subcommittee shall be reactivated except by mutual consent of the members of the PSC.

6. When recommendations are submitted to the Board from the PSC, the Board shall accept or reject such recommendations within ninety (90) days of their submission.

7. The clerical expenses of the PSC and its subcommittees, such as typing, duplicating of materials, addressing of mailings, shall be borne by the Board.

8. The PSC shall appoint its own officers.

9. Any teacher or group of teachers may submit reports to the PSC. The PSC will consider these reports and, if approved, forward them to the Association and the Board.

10. Meetings of the PSC and the subcommittees shall normally take place after school hours. Teachers may be granted release time at the sole discretion of the Superintendent.

ARTICLE XXIII

GRIEVANCE PROCEDURE

A. A grievance is a claim by any teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

B. All grievances shall be handled by the following procedure:

Informal - Step 1 - The teacher or Association shall first discuss the alleged grievance with the building principal either personally or accompanied by his Association representative. The grievance must be lodged within twenty (20) workdays of the alleged violation, misinterpretation or misapplication.

First Formal Step - Step 2 - If the complaint is not resolved at Step 1, it shall be reduced to writing as per attached schedule (Appendix C) clearly stating the claimed grievance and shall be signed by the teacher and/or a representative of the Association and presented to the principal or director within ten (10) working days after the completion of Step 1, provided, however, the grievance is filed in writing with the principal or director no later than twenty (20) working days from the occurrence of the alleged grievance.

Within five (5) working days after receiving the written grievance, the principal or director shall communicate his decision in writing, together with the supporting reasons, to the teacher filing the grievance and the building representative or the Association President.

Step 3 - Within ten (10) working days after receipt of the principal's or director's decision, the grievance may be appealed to the Superintendent by the Association. The appeal shall be in writing and shall set forth specifically the act or condition and grounds on which the grievance is based and shall be accompanied by copies of previous decisions.

Within ten (10) work days after receipt of the appeal, the Superintendent or his designee shall investigate the grievance and shall communicate his decision in writing, together with supporting reasons to the aggrieved teacher, to the building representative or Association President. As part of this investigation, the Superintendent or his designee shall give the aggrieved employee and a representative of the Association an opportunity to be heard.

Step 4 - Within five (5) workdays after the receipt of the Superintendent's decision, the grievance may be appealed to the Board of Education by the Association. The appeal shall be in writing, addressed to the chief executive of the Board and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions.

Within twenty (20) workdays after delivery of the appeal, the Board shall give the aggrieved employee and the Association an opportunity to a hearing on the grievance, which shall be

private unless mutually agreed to the contrary. The Board shall render its decision in writing, together with the supporting reasons, within ten (10) workdays after the hearing.

Step 5 - If the Association is dissatisfied with the decision of the Board of Education, the Association may refer the matter to arbitration by delivering written notice of its desire to arbitrate to the President of the Board of Education and the American Arbitration Association within ten (10) work days after the Association's receipt of the decision of the Board of Education. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator shall be shared equally by the Board of Education and the Association. The decision of the arbitrator shall be binding on both parties. The powers of the arbitrator shall be limited as follows:

a. He shall have no power to add to, subtract from, or alter any of the terms of this Agreement.

b. He shall have no power to establish salary scales or change any salary rate.

c. He shall have no power to rule any of the following:

1) The termination of services of or failure to re-employ any probationary teacher.

2) The termination of services or failure to re-employ any teacher to a position on the extra-curricular schedule.

3) Any claim or complaint subject to the procedures specified in the Teacher Tenure Act (Act IV Public Acts, extra session of 1937 of Michigan, as amended).

4) Any matter involving the content of the written teacher evaluation.

5) Decide any personnel decisions made by the District as described in Section 1248 and 1249 of the Revised School Code.

d. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, and he shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains the reserved rights of the Board.

e. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source of a like nature during the period of back pay.

f. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule on that issue before hearing the rest of the case.

g. He shall have no power to interpret state or federal law.

C. If a grievance involves more than one building, it may be filed with the Assistant Superintendent rather than the principal.

D. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified in Step 2 shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement.

E. If an individual teacher has a personal complaint, which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interest of teachers shall be the sole responsibility of the Association.

ARTICLE XXIV

NEGOTIATIONS PROCEDURE

A. The Superintendent of Schools will continue an open-door policy with respect to informal discussions with teachers, provided the teacher first shall have discussed with his principal the matter to be discussed with the Superintendent.

B. Prior to the expiration of this Agreement, negotiations will be undertaken for a successor agreement.

C. Neither party in any negotiations 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. While no final agreement shall be executed without ratification by the Association and approval by the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

E. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission or a mediator from such agency.

ARTICLE XXV

VOLUNTARY JOB SHARING PROGRAM

A. For the purposes of this Agreement, job sharing shall mean the occupation of a single staff position by two (2) individuals. The purpose of this program is to allow two teachers to share a single full-time assignment.

B. Teachers wishing to participate in the job-sharing program shall notify the Superintendent by March 15, by completing an application on a form mutually agreed upon by the Board and the Association. The number of job-sharing assignments will be normally finalized one week prior to the notification date for assignment of teachers by the Board of Education.

C. The individuals, however, may initiate a request to continue their pairing for an additional year as a team or with a new partner.

D. The building principal will have the opportunity to interview teachers who wish to job share in his/her building.

E. All other Articles of the master agreement shall remain in full force and effect.

F. Teachers participating in the job-sharing program shall receive a full year of seniority.

G. Job sharing rotations for secondary may be:
1. Semester
2. 60% full year
3. 40% full year
4. 60%-40% full year
5. 50%-50% middle school (current schedule)

H. Job sharing rotations for elementary may be:
1. Semester
2. Half days

I. The program will operate on a cost basis as follows:

1. Teachers shall receive their regular salary prorated for the percentage of time worked. (For example, two teachers sharing a position on a 50%-50% basis would each receive 50% of their respective regular salaries.) The combined salaries of two teachers sharing a position shall not result in payment over 100%. The experience and educational step for the teacher will be the same, as he would be entitled to if employed on a full-time basis. Teachers in the job-sharing program shall advance a full step on the salary schedule for the following school year.

2. The Board shall prorate all fringe benefits for all teachers participating in this program in the same manner as outlined in paragraph M-l above, subject to the rules of the carrier.

ARTICLE XXVI

MENTORING PROVISIONS

A. Administrative Mentoring Program (A.M.P.)

Algonac Community schools will establish an Administrative Mentoring program, hereafter called A.M.P. Teachers in the district who have an interest in this program shall apply in writing to the Superintendent's office by September 15 of the current school year.

Teachers selected to participate in the A.M.P. will work closely with their respective building principals in learning how to administer and supervise a school building. In the building principal's absence, said teachers will monitor and supervise students under guidelines provided by the building principal. They will make appropriate decisions with respect to handling students on a need basis. They will not evaluate or discipline teachers.

Participants in A.M.P. will be released from their regular teaching jobs while participating in A.M.P. They will be expected to provide daily lesson plans. In the event that a teacher in A.M.P. is requested to be in charge of a building for longer than a day or two, Central Office will provide support to that teacher.

B. Teacher Mentoring Program (T.M.P.)

1. When bargaining unit members are used as Mentor Teachers, such participation shall be voluntary on their part. Selection of the Mentor Teacher will be made by the Administration and in no way be reflected on the Mentor's teaching evaluation.

2. All training for the Mentor Teacher shall be provided by the District or the ISD, and shall be scheduled during regular school hours for the Mentor Teacher, unless otherwise agreed to mutually.

3. Every effort will be made to match Mentor Teachers and Mentees in the same building and area of certification.

4. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.

5. All matters discussed by the Mentor Teacher and the Mentee shall remain confidential.

6. Although the optimum arrangement would be for the Mentor Teacher and Mentee to work together for the three years, either party may opt out at December 21st. Further, if either party decides, for any reason, that a change would be best, the arrangement may be terminated in June.

7. Full-time district employees will have no more than two Mentees.

8. This program will be reviewed and evaluated at the close of each school year.

9. The Mentor's responsibilities will include participating in training, keeping a log of the weekly one-hour meetings, and making sure all activities focus on providing a quality experience for the Mentee Teacher.

10. The Mentor Teacher shall be compensated in one of two methods:

    a. Per year, the Mentor will be entitled to $765 in supplies, materials, or in-service opportunities for working with one Mentee, or $1,122 in supplies, material or in-service opportunities for working with two.

    b. The application of $816 (or $1,224 for working with two Mentees), per year, towards the purchase of a computer for the Mentor Teacher.

ARTICLE XXVII

MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application 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.

B. During the term of this Agreement, the Association will agree to abide by Public Act No. 336 of 1947, as amended by Michigan Public Act No. 379 of 1965.

C. The Association will not enter into or encourage a strike during the duration of this contract.

D. Adult education teachers shall be covered by all provisions of this Agreement, and shall receive all rights and benefits herein except as specifically and expressly limited or modified herein. Adult education teachers shall be considered to be high school teachers.

E. Duty hours (Modifies Article V, A-l): The workday for adult education teachers shall not exceed thirty-five (35) hours per week inclusive of the daily lunch and planning/preparation periods.

F. Evening classes (Modifies Article V, A-l): Adult education teachers shall not be required to teach more than one (1) late afternoon or evening class per week, not to extend beyond 10:00 p.m. and excluding Fridays.

ARTICLE XXVIII

DURATION OF AGREEMENT

The parties agree that the provisions and regulations provided for in this Agreement are binding on both parties. This Agreement shall therefore be in effect as of the 1st day of August, 2024, and shall continue in effect until the 31st day of July, 2027. The Agreement shall remain in effect during the period as stated and shall be altered or extended only with the mutual consent of both parties.

Lisa K Hubert
For the Association

For the Board

06/25/24
Date

June 25, 2024
Date

For the Association

For the Board

Date

Date

Algonac Community Schools Calendar
2024-2025

August 28	All Staff – First Teacher Day
August 29	All Staff (PD)
September 3	First Day Students – ½ Day All Students (a.m.) – Full Day Staff
October 9 & 10	½ Day Students (a.m.) – P/T Conferences (p.m.)
October 11	No School
October 31	**Elementary Students Only – Half Day (a.m.)** – Elem. Staff PD (p.m.)
November 1	**Elementary Students Only – Half Day (a.m.)** – Full Day Staff End of 1st Marking Period
November 5	No School Students – Full Day Staff PD
November 27-29	Thanksgiving Break – No School
December 20	Last Day of Class
Dec. 23-Jan. 5	Christmas Break – No School
January 6	Classes Resume
January 20	No School Students – Full Day Staff PD
January 22	**Secondary Students Only – Half Day (a.m.)** – Full Day Staff
January 23-24	½ Day All Students (a.m.) – Full Day Staff End of 2nd Marking Period
February 14-17	Mid-Winter Break – No School
March 24-28	Spring Break – No School
March 31	Classes Resume
April 11	½ Day All Students (a.m.) – Full Day Staff End of 3rd Marking Period
April 18-21	No School
May 26	Memorial Day – No School
June 11	**Secondary Students Only – Half Day (a.m.)** – Full Day Staff
June 12 -13	½ Day All Students (a.m.) – Full Day Staff
June 13	Last Day for Students and Staff

Total student days: 180
Total teacher days: 182

6/14/24

Appendix B: Salary Schedule
2024-2027

BA Schedule

Step	2019-20	2020-21	2021-22	2022-23	2023-24	Step	2024-25	2025-26	2026-27
0	$ 38,708	$ 39,095	$ 39,486	$ 40,276	$ 41,484	eliminate			
0.5	$ 39,705	$ 40,102	$ 40,503	$ 41,313	$ 42,552				
1	$ 40,724	$ 41,131	$ 41,542	$ 42,373	$ 43,644	0	$ 44,517	$ 45,630	$ 46,542
1.5	$ 41,755	$ 42,173	$ 42,595	$ 43,447	$ 44,750				
2	$ 42,804	$ 43,232	$ 43,664	$ 44,537	$ 45,873	1	$ 46,791	$ 47,961	$ 48,920
2.5	$ 43,867	$ 44,306	$ 44,749	$ 45,644	$ 47,013				
3	$ 44,973	$ 45,423	$ 45,877	$ 46,795	$ 48,198	2	$ 49,162	$ 50,391	$ 51,399
3.5	$ 46,067	$ 46,528	$ 46,993	$ 47,933	$ 49,371				
4	$ 47,186	$ 47,658	$ 48,135	$ 49,098	$ 50,571	3	$ 51,582	$ 52,872	$ 53,929
4.5	$ 48,313	$ 48,796	$ 49,284	$ 50,270	$ 51,778				
5	$ 49,464	$ 49,959	$ 50,459	$ 51,468	$ 53,012	4	$ 54,072	$ 55,424	$ 56,533
5.5	$ 50,623	$ 51,129	$ 51,640	$ 52,673	$ 54,253				
6	$ 51,806	$ 52,324	$ 52,847	$ 53,904	$ 55,521	5	$ 56,631	$ 58,047	$ 59,208
6.5	$ 52,998	$ 53,528	$ 54,063	$ 55,144	$ 56,799				
7	$ 54,216	$ 54,758	$ 55,306	$ 56,412	$ 58,104	6	$ 59,267	$ 60,748	$ 61,963
7.5	$ 55,439	$ 55,993	$ 56,553	$ 57,684	$ 59,415				
8	$ 56,689	$ 57,256	$ 57,829	$ 58,986	$ 60,755	7	$ 61,970	$ 63,520	$ 64,790
8.5	$ 57,946	$ 58,525	$ 59,110	$ 60,292	$ 62,101				
9	$ 59,231	$ 59,823	$ 60,421	$ 61,629	$ 63,478	8	$ 64,748	$ 66,367	$ 67,694
9.5	$ 60,521	$ 61,126	$ 61,737	$ 62,972	$ 64,861				
						9	$ 67,289	$ 68,971	$ 70,351
						off-scale	$ 1,346		
10	$ 63,880	$ 64,519	$ 65,164	$ 66,467	$ 68,461	10	$ 69,831	$ 71,576	$ 73,008
off-scale 10		$ 1,278	$ 977	$ 2,659	$ 2,396		$ 1,397		

BA + NBC Schedule

Step	2019-20	2020-21	2021-22	2022-23	2023-24	Step	2024-25	2025-26	2026-27
0	$ 40,063	$ 40,464	$ 40,869	$ 41,685	$ 42,937	eliminate			
0.5	$ 41,096	$ 41,507	$ 41,922	$ 42,760	$ 44,043				
1	$ 42,149	$ 42,570	$ 42,996	$ 43,856	$ 45,172	0	$ 46,075	$ 47,227	$ 48,171
1.5	$ 43,214	$ 43,646	$ 44,082	$ 44,964	$ 46,313				
2	$ 44,302	$ 44,745	$ 45,192	$ 46,096	$ 47,479	1	$ 48,428	$ 49,639	$ 50,632
2.5	$ 45,403	$ 45,857	$ 46,316	$ 47,242	$ 48,660				
3	$ 46,547	$ 47,012	$ 47,482	$ 48,432	$ 49,885	2	$ 50,882	$ 52,154	$ 53,197
3.5	$ 47,679	$ 48,156	$ 48,638	$ 49,611	$ 51,099				
4	$ 48,836	$ 49,324	$ 49,817	$ 50,813	$ 52,338	3	$ 53,384	$ 54,719	$ 55,813
4.5	$ 50,004	$ 50,504	$ 51,009	$ 52,029	$ 53,590				
5	$ 51,196	$ 51,708	$ 52,225	$ 53,270	$ 54,868	4	$ 55,965	$ 57,364	$ 58,511
5.5	$ 52,395	$ 52,919	$ 53,448	$ 54,517	$ 56,152				
6	$ 53,621	$ 54,157	$ 54,699	$ 55,793	$ 57,467	5	$ 58,616	$ 60,082	$ 61,283
6.5	$ 54,853	$ 55,402	$ 55,956	$ 57,075	$ 58,787				
7	$ 56,113	$ 56,674	$ 57,241	$ 58,386	$ 60,137	6	$ 61,340	$ 62,874	$ 64,131
7.5	$ 57,379	$ 57,953	$ 58,533	$ 59,704	$ 61,495				
8	$ 58,672	$ 59,259	$ 59,852	$ 61,049	$ 62,881	7	$ 64,138	$ 65,742	$ 67,056
8.5	$ 59,975	$ 60,575	$ 61,181	$ 62,405	$ 64,277				
9	$ 61,304	$ 61,917	$ 62,536	$ 63,787	$ 65,700	8	$ 67,014	$ 68,690	$ 70,063
9.5	$ 62,640	$ 63,266	$ 63,899	$ 65,177	$ 67,152				
						9	$ 69,645	$ 71,386	$ 72,814
						off-scale	$ 1,393		
10	$ 66,117	$ 66,778	$ 67,446	$ 68,795	$ 70,859	10	$ 72,276	$ 74,083	$ 75,564
off-scale 10		$ 1,322	$ 1,012	$ 2,752	$ 2,480		$ 1,446		

MA Schedule

Step	2019-20	2020-21	2021-22	2022-23	2023-24	Step	2024-25	2025-26	2026-27
0	$ 43,031	$ 43,461	$ 43,896	$ 44,774	$ 46,117	eliminate			
0.5	$ 44,135	$ 44,576	$ 45,022	$ 45,922	$ 47,300				
1	$ 45,263	$ 45,716	$ 46,173	$ 47,096	$ 48,509	0	$ 49,480	$ 50,717	$ 51,731
1.5	$ 46,393	$ 46,857	$ 47,326	$ 48,273	$ 49,721				
2	$ 47,548	$ 48,023	$ 48,503	$ 49,473	$ 50,957	1	$ 51,976	$ 53,276	$ 54,341
2.5	$ 48,715	$ 49,202	$ 49,694	$ 50,688	$ 52,209				
3	$ 49,929	$ 50,428	$ 50,932	$ 51,951	$ 53,509	2	$ 54,579	$ 55,944	$ 57,063
3.5	$ 51,125	$ 51,636	$ 52,152	$ 53,195	$ 54,791				
4	$ 52,347	$ 52,870	$ 53,399	$ 54,467	$ 56,101	3	$ 57,223	$ 58,654	$ 59,827
4.5	$ 53,578	$ 54,114	$ 54,655	$ 55,748	$ 57,421				
5	$ 54,836	$ 55,384	$ 55,938	$ 57,057	$ 58,768	4	$ 59,944	$ 61,442	$ 62,671
5.5	$ 56,094	$ 56,655	$ 57,222	$ 58,366	$ 60,117				
6	$ 57,381	$ 57,955	$ 58,535	$ 59,706	$ 61,497	5	$ 62,727	$ 64,295	$ 65,581
6.5	$ 58,676	$ 59,263	$ 59,856	$ 61,053	$ 62,885				
7	$ 60,000	$ 60,600	$ 61,206	$ 62,430	$ 64,303	6	$ 65,589	$ 67,229	$ 68,573
7.5	$ 61,324	$ 61,937	$ 62,556	$ 63,807	$ 65,721				
8	$ 62,680	$ 63,307	$ 63,940	$ 65,219	$ 67,175	7	$ 68,519	$ 70,232	$ 71,636
8.5	$ 64,044	$ 64,684	$ 65,331	$ 66,638	$ 68,637				
9	$ 65,438	$ 66,092	$ 66,753	$ 68,088	$ 70,131	8	$ 71,533	$ 73,322	$ 74,788
9.5	$ 66,868	$ 67,537	$ 68,212	$ 69,576	$ 71,664				
						9	$ 74,324	$ 76,182	$ 77,706
						off-scale	$ 1,486		
10	$ 70,544	$ 71,250	$ 71,963	$ 73,402	$ 75,604	10	$ 77,116	$ 79,044	$ 80,625
off-scale 10		$ 1,411	$ 1,079	$ 2,936	$ 2,646		$ 1,542		

MA + Advanced Degree + NBC Schedule

Step	2019-20	2020-21	2021-22	2022-23	2023-24	Step	2024-25	2025-26	2026-27
0	$ 44,536	$ 44,981	$ 45,431	$ 46,340	$ 47,730	eliminate			
0.5	$ 45,678	$ 46,135	$ 46,596	$ 47,528	$ 48,954				
1	$ 46,846	$ 47,314	$ 47,787	$ 48,743	$ 50,205	0	$ 51,209	$ 52,489	$ 53,539
1.5	$ 48,017	$ 48,497	$ 48,982	$ 49,962	$ 51,460				
2	$ 49,212	$ 49,704	$ 50,201	$ 51,205	$ 52,741	1	$ 53,796	$ 55,141	$ 56,244
2.5	$ 50,419	$ 50,923	$ 51,432	$ 52,461	$ 54,034				
3	$ 51,677	$ 52,194	$ 52,716	$ 53,770	$ 55,383	2	$ 56,491	$ 57,903	$ 59,061
3.5	$ 52,915	$ 53,444	$ 53,978	$ 55,058	$ 56,709				
4	$ 54,179	$ 54,721	$ 55,268	$ 56,373	$ 58,065	3	$ 59,226	$ 60,706	$ 61,921
4.5	$ 55,454	$ 56,009	$ 56,569	$ 57,700	$ 59,431				
5	$ 56,755	$ 57,323	$ 57,896	$ 59,054	$ 60,826	4	$ 62,042	$ 63,593	$ 64,865
5.5	$ 58,058	$ 58,639	$ 59,225	$ 60,410	$ 62,222				
6	$ 59,389	$ 59,983	$ 60,583	$ 61,795	$ 63,648	5	$ 64,921	$ 66,545	$ 67,875
6.5	$ 60,730	$ 61,337	$ 61,950	$ 63,189	$ 65,085				
7	$ 62,101	$ 62,722	$ 63,349	$ 64,616	$ 66,554	6	$ 67,886	$ 69,583	$ 70,974
7.5	$ 63,471	$ 64,106	$ 64,747	$ 66,042	$ 68,023				
8	$ 64,875	$ 65,524	$ 66,179	$ 67,503	$ 69,528	7	$ 70,918	$ 72,691	$ 74,145
8.5	$ 66,285	$ 66,948	$ 67,617	$ 68,969	$ 71,038				
9	$ 67,729	$ 68,406	$ 69,090	$ 70,472	$ 72,586	8	$ 74,038	$ 75,889	$ 77,406
9.5	$ 69,210	$ 69,902	$ 70,601	$ 72,013	$ 74,173				
						9	$ 76,913	$ 78,836	$ 80,413
						off-scale	$ 1,538		
10	$ 72,990	$ 73,720	$ 74,457	$ 75,946	$ 78,225	10	$ 79,789	$ 81,784	$ 83,419
off-scale 10		$ 1,460	$ 1,117	$ 3,038	$ 2,738		$ 1,596		

APPENDIX B-1:
EXTRA CURRICULAR PAY SCHEDULE

Extra duty pay is based on percentages drawn from years of experience coaching or advising (including previous contracts) on the Bachelor's schedule (first semester).

Groups	Activities	Percents
Football	Varsity	11.0%
	Asst. Varsity	8.0%
	JV	8.0%
	Asst. JV	6.5%
	Freshman	6.5%
	Asst. Freshman	6.0%
	7th Gr. Head	5.0%
	7th Gr. Ass't.	4.0%
	8th Gr. Head	5.0%
Basketball	Varsity	11.0%
	Asst. Varsity	6.5%
	JV	8.0%
	Freshman	6.5%
	Middle School	5.0%
Volleyball	Varsity	11.0%
	JV	7.0%
	Freshman*	6.0%
	Middle school	5.0%
Track	Varsity	10.0%
	Asst. Varsity	7.0%
	Middle School	6.0%
	Asst. MS	5.0%
Cross Country	Varsity (1 team)	8.0%
	(2 teams)	9.0%
Baseball/Softball	Varsity	10.0%
	JV	7.0%
Golf	Varsity	8.0%
Wrestling	Varsity	11.0%
	JV	8.0%
	Middle School	5.0%
Tennis	Varsity	6.5%

Hockey (Ice, Field)	Varsity	10.0%
	JV	5.0%
Soccer	Varsity	10.0%
Cheerleading	Varsity Fall	4.0%
	Varsity Winter	11.0%
	JV Fall	3.0%
	JV Winter	8.0%
	Freshman Fall	2.5%
	Freshman Winter	6.5%
	Middle School Fall	2.0%
	Middle School Winter	5.0%
Gymnastics		4.0%
Intramural Coaches*		
	M.S. Co-ed Basketball	2.5%
	M.S. Volleyball	2.5%

* Agreed to 06-12-96
Experience on B-1 schedule will transfer to another activity within the same group.

APPENDIX B-2
EXTRA-CURRICULAR PAY SCHEDULE

Groups	Activities	Percents
Group A	Band (regular season)	9.0%
	Assistant Band Director	5.0%
	Vocal Music	7.0%
	Elementary Music	3.0%
Group B	9-12 Student Council	7.0%
	7-8 Student Council	3.0%
	2-6 Student Council	2.0%
	National Honor Society (9-12)	7.0 %
	National Junior Honor Society (7-8)	3.0%
	Freshman Class Advisor	3.0%
	Sophomore Class Advisor	3.0%
	Junior Class Advisor	5.0%
	Senior Class Advisor	4.0%
	Varsity Club Advisor	5.0%
	SADD Advisors	3.0%
Group C	Future Problem Solving Club	3.0%
	Science Club	3.0%
	Chess Club	3.0%
	Quiz Bowl	3.0%
	Odyssey of the Mind	3.0%
	Science Olympiad Head Coach	3.0%
Group D	5th/6thGrade Camp Coordinator	2.0%
	5th/6th Grade Camp Teachers	1.0% per trip
	Safety Patrol Director	3.0%
Group E	Drama	3.0% per production
	Debate	4.0%
	Forensics	4.0%
	IB TOK – no prep only*	4.0%
	IB Coordinator – no prep only*	Current Prep Period pay
	H.S. Newspaper	3.0% plus 1 class period
	H.S. Yearbook	6.0% plus 1 class period
	M.S. (7-8) Yearbook	4.0% plus 1 class period
	Publications (Newspaper/Yearbook combined)	7.0% plus 1 class period

Experience on B-2 schedule will transfer to another activity within the same group.
*If the class is part of the teacher's class schedule, the extra pay will not be paid.

APPENDIX C
GRIEVANCE FORM

Grievance #_____ Algonac Community Schools

Distribution:
1. Superintendent
2. Principal
3. Association
4. Teacher

GRIEVANCE REPORT

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed

STEP II

A. Date Alleged Violation Occurred_____

B. 1. Statement of Grievance_____

_____

_____

2. Section or Subsection of Contract or Board Policy alleged to have been violated_____

_____

3. Relief sought_____

_____

_____

_____
Signature of Grievant Date

_____
Signature of A.R. Date

_____
Signature of Grievance Chairperson Date

C. Disposition by Principal_____

_____

_____
Signature of Principal Date

Position of Grievant and/or Association_____

_____

_____
Date

If additional space is needed in reporting Sections B-1, 2, 3 of Step II, attach an additional sheet.

(NOTE: Continued on Next Page)

STEP III

A. Date Received by Superintendent or Designee_____

B. Disposition of Superintendent or Designee_____

_____

_____

_____
Signature Date

C. Position of Grievant and/or Association_____

_____

_____
Signature Date

STEP IV

A. Date Received by Board of Education or Designee_____

B. Disposition by Board_____

_____

_____

_____
Signature Date

C. Position of Grievant and/or Association_____

_____

_____
Signature Date

STEP V

A. Date Submitted to Arbitration_____

B. Disposition and Award of Arbitrator_____

_____

_____

_____
Signature Date