

MASTER AGREEMENT
BETWEEN
AUGRES-SIMS
EDUCATION ASSOCIATION

AND

AUGRES-SIMS
BOARD OF EDUCATION

2008-2011

Approved by the Board of Education September 15, 2008

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AGREEMENT BETWEEN
AUGRES-SIMS SCHOOL DISTRICT
AND THE
AUGRES-SIMS EDUCATION ASSOCIATION
2008-2011

This agreement, entered into this ____ day of _____, 2008 by and between the Board of Education, AuGres-Sims School District, AuGres, Michigan, hereinafter called the "Board," and the AuGres-Sims Education Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certified personnel employed by the Board of Education, excluding the superintendent, principals, substitute teachers, adult and community education teachers, and all other employees.
- B. The words "Teacher" and "Employees," singular or plural, male or female, he/she, his/her are used interchangeably herein.
- C. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and a majority of the members of the Association.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan General School Laws or other applicable laws and regulations.
- B. The Association shall have the right to use the school buildings and equipment upon approval of the administration. If there is a cost involved, it would be the Association's responsibility. Damage occasioned by Association's use shall be paid by the Association.
- C. The Association shall not use materials of the school district unless arrangements are made to purchase such materials.
- D. The Association shall have the right to post notices or bulletins of its activities on the bulletin boards located in the teachers' lounges.

- E. The Board further agrees and understands that Section 101 of the State School Aid Act will allow the school district to count inclement weather and emergency closing days for purposes of computing amounts received by the school district in state aid. To the extent that such days may not be counted as days of pupil instruction, beginning with the 1986-87 school year, then such days shall be rescheduled subject to the following provision.

Teachers shall work on such rescheduled days with no additional salary. The Board agrees to incorporate its practice of providing compensation to teachers on days when schools are closed due to inclement weather or other emergency conditions beyond the control of school authorities. The particular dates on which lost instruction days will be made up shall be subject to negotiation between the Board, or its Agent, and the Association.

ARTICLE III

RIGHTS OF THE BOARD

- A. The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, and adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and Constitution and laws of the United States.
- C. The parties agree that this contract incorporates their full and complete understanding and any prior oral agreements or practices are superseded by the terms of this Agreement.
- D. The Board reserves the right to grant additional across the board raises and to increase the maximum of schedule. The Board reserves the right to hire new teachers above the base if necessary, but not to exceed the salary on the top step. Such teachers shall remain on the step until their number of years experience equals the step they are on. The Association shall be notified when this clause is exercised stating the amount contracted for.
- E. The Board of Education reserves the right to hire, dismiss, demote, transfer, discipline, establish curriculum, and approve the selection of textbooks. The faculty will be involved in curriculum and textbook selection.

ARTICLE IV

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the superintendent an assignment authorizing deduction of professional dues in the Association, which sum shall be established by the Association. Pursuant to such authorization, the superintendent shall deduct such dues on a proportionate basis throughout the pay schedule that the teacher has chosen.
- B. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer in reliance upon signed authorization cards or lists furnished to the Employer by the Association for the purpose of payroll deduction of dues.
- C. Any teacher who is not a member of the Association in good standing or does not make application for membership within thirty (30) days from date of commencement of teacher's duties shall, as a condition of employment, pay as a representation benefit fee directly to the Association, a legally permissible amount not to exceed the professional dues of the Association.
- D. In the event a teacher does not pay such a representation benefit fee directly to the Association, or authorize payment through payroll deduction as provided in the preceding paragraph, the teacher's employment may be terminated.

ARTICLE V

TEACHING ASSIGNMENT

- A. All teachers shall be given 30 minutes duty-free lunch period. Teachers who volunteer to monitor students during lunch shall be compensated at the rate of two (2) lunch duty leave days per semester. These days are non-accumulative and are not to be used immediately preceding or immediately following a school vacation.
- B. The normal teaching assignment will start at 7:55 a.m. and conclude at 3:25 p.m.
- C. The normal secondary teaching assignments will consist of not more than five (5) assigned classes, one conference period, and up to one (1) seminar class. A class is defined as the district's course description as listed in the "Course Description" handbook. If the scheduled day is five (5) assigned classes, one (1) conference period and up to one (1) seminar, the district shall strive to duplicate at least one of the other assigned classes. If the scheduled day is more than five (5) assigned classes, one (1) conference period, and up to one (1) seminar, the district shall duplicate one of the other assigned classes. An assigned class will be defined as one class per scheduled instructional period. If a teacher accepts a teaching assignment during a conference period, the rate of pay will be \$20.00 per class period.

- D. Secondary counselors and librarians who are assigned as full time counselors or librarians will not be assigned conference periods, and therefore would not receive compensation under this section. If a full time counselor or librarian teaches a class, he/she will be given a conference period.
- E. A forty (40) minute teacher meeting shall occur twice monthly.
- F. Teachers shall, according to their professional responsibility, make themselves available for consultation with students and/or parents at times prearranged by the involved parties.
- G. Class sizes as listed below will be in accordance with the Fourth Friday count for the first semester, and the official class count on the second Friday of the second semester.

1. Elementary (K-6):

K - 1	28 students
2 - 3	30 students
4 - 6	33 students

Combination Grades - 25 students

Special Education - In accordance to State regulations.

2. Secondary (7-12):

An individual secondary teacher's total student load shall not exceed the numbers listed as follows, times six assigned classes. No teacher shall have more than five separate preparations.

English	30 students
Social Studies	30 students
Mathematics	30 students
Language Arts	30 students
Career Education	30 students
Art	26 students
Science (Non-Laboratory)	30 students
Science (Laboratory)	24 students
Industrial Arts	24 students
Study Halls	According to room size
Physical Education	45 students
Band	Director's discretion

- H. If the class size exceeds the number of students as listed in *Section H: Elementary Grades*, the teacher will be compensated three dollars (\$3.00) per student per day for each student over the maximum student load. *Secondary Grades*: The Board agrees to pay one dollar (\$1.00) per student per day over the maximum total class load. Every effort will be made to keep all class sizes in accordance with this Agreement. The overload pay shall be paid every marking period.

1. Temporary, Part-Time Teachers:

The employment of temporary, part-time teachers to address class size overload situations will be permitted under the following conditions:

- a. Any such employment will be as a temporary, part-time, at-will employee who will not be included within this bargaining unit. The length of employment in this capacity will be on an "as needed" basis but will not exceed one school year without written approval of the Association. The employment of such a temporary, part-time teacher will be terminable at the will of the Board. The temporary teacher will not be covered by any of the terms of this Agreement.
- b. The purpose for employment of a temporary, part-time teacher would be to address class size overload situations at the elementary or secondary level which do not warrant the hiring of a regular teacher. The employment of a temporary, part-time teacher will not serve as a replacement for hiring a regular full-time teacher when enrollment and/or curriculum needs may warrant the addition of a permanent staff member.
- c. A temporary, part-time teacher may also teach one or two classes which enrich the District's curriculum, but for which no staff is presently certified or available. However, part-time employment will not exceed four (4) teaching class periods in grades 7 through 12, or three and one-half (3.5) clock hours for grades K-6.
- d. No regular, full-time teacher will be laid off due to the employment of a temporary, part-time teacher.
- e. Any temporary, part-time teacher will be certified provided a qualified certified teacher is available. If no qualified certified teacher is available, a non-certified teacher may be employed under a Department of Education permit.
- f. *Item E* is not intended to apply to or affect employment of any teacher employed pursuant to Section 380.1233b of the Michigan School Code.
- g. Any temporary, part-time teacher employed pursuant to this section will receive a rate of pay using the base (BA/BS) scale or (MS/MA) scale, as appropriate to their degree. Part-time teachers will be paid on a prorated basis, to the normal teaching load to which he/she is assigned. Such proration shall include preparation time. The temporary, part-time teacher will not receive any insurance benefits or other benefits under this Master Agreement. The temporary, part-time teacher will not accrue seniority in the bargaining unit.

- I. Lesson plans will be made out weekly, to provide a guide for the substitute teacher.

- J. All teachers may be assigned to a maximum of fifteen (15) hours of extracurricular activities relevant to their teaching duties. These activities are to include School Improvement meetings, Curriculum Committee meetings, professional development training and workshops, Student Assistance Program meetings, special activities and events, Parent-Teacher Organization meetings, SCAN meetings, Attendance Appeal Committee meetings, graduation, and detention.
- K. All teachers may be given, if possible, their assignments for the forthcoming year by the last day of school. If the Board or its agent determines to change a teacher's assignment after the last day of school, the teacher will be informed as soon as feasible.
- L. A teacher will be assigned to areas that he or she is qualified to teach as defined in the *Layoff and Recall Procedures*. If the teacher refuses this assignment, he or she will be released from tenure and contract obligations without prejudice.
- M. Elementary teachers will have a 30 minute duty-free lunch period as stated in *Article V, Section B*. This lunch period will coincide with their students' lunch period. Elementary teachers will receive one library period per week of at least 30 minutes.

On a rotating basis, elementary teachers will supervise a twenty (20) minute recess duty. In exchange, the teachers assigned to recess duty will receive student-free prep time from 8:00 a.m. - 8:20 a.m. on the day of the recess coverage.

- N. Elementary teachers will receive 225 minutes of preparation time per full week with the understanding that should financial conditions necessitate a cutback in the school curriculum and school programs, the above elementary preparation time will be cut back, but only after all non-academic areas (not to include basic transportation) have been considered and reduced to a level which is warranted by the financial conditions existing as determined by the Board, and a further cutback of academic program must be made.
- O. A teacher may volunteer to be a class sponsor. A teacher who volunteers will remain with that class for two years. If there are not enough volunteers, all High School and Junior High teachers who are not class sponsors will have their names placed in a drawing pool. The union president will draw enough names out of the pool to cover the class sponsorship for a period of one year. No teacher shall be required to chaperone a senior trip.
- P. Department chairpersons may be chosen from applicants to oversee the entire K-12 curriculum in certain academic areas. The department chair positions may be jointly chaired by qualified applicants if money is available. Likely areas for which department chairs may be established are math/computer science, language arts, science, social studies, and mandated committees, not necessarily all in one year. Each department chair will be paid \$650.00 for assuming the position for one school year. These people will not be given extra conference periods during the school year.
- Q. Serving as a mentor teacher is completely voluntary.

- R. All classes to be added to the schedule or classes to be amended shall be subject to the review of the District Curriculum Team to appraise said classes or amendments for goals, objectives, and materials to ensure continuity with the curriculum.

ARTICLE VI

STANDARD OF EMPLOYMENT

- A. Any certified teacher starting new in the school system may, at the discretion of the Board of Education, receive up to five (5) years salary credit for teaching experience outside the AuGres-Sims School District.
- B. Any teacher working beyond a continuing certification in subjects that relate to his/her teaching assignment or that will relate to his/her major or minor fields of study identified on his/her teaching certificate will be reimbursed by the Board of Education subject to the approval of the principal and superintendent. The rate of reimbursement shall be eighty percent (80%) of actual tuition charges up to thirty (30) credit hours. The Board will reimburse a maximum of six (6) credit hours per five (5) year period for credits earned beyond thirty (30) credit hours. Teachers must show proof of successful completion of approved courses before being reimbursed.
 - 1. Approval must be first granted by the principal and superintendent prior to taking a course.
 - 2. If a person wishes to be reimbursed for administrative credits, he/she must have at least 15 hours in administration beyond the 18 hours for a continuing certificate. (Administrators fall under Part 1.)
- C. The performance of all teachers shall be evaluated in writing by the administration. Probationary teachers shall be evaluated at least three (3) times during the school year, no less than twenty (20) days following the teacher's commencement of service, no later than two (2) weeks after the close of the first semester, and no later than 60 days prior to the end of the year.

Tenured teachers shall be evaluated by the administration at least once every three (3) years. Tenured teachers shall be evaluated using the evaluation tool mutually developed and agreed upon by the Administration and the Association attached as Appendix A. Appendix A shall be the "Stages" computerized format.

Tenured teachers shall be provided three days advance notice prior to classroom observation. The evaluation will consist of:

- 1. Written statement by Administration within ten (10) days of evaluation.
- 2. Personal conference within five (5) working days following receipt of the written statement.

3. Written statement signed by the administration and the teacher who will receive a written copy of the evaluation.
 4. Unsatisfactory evaluations must list deficiencies and also provide a written planned program to correct those deficiencies that will be shared with Association representation.
- D. The teacher, on request, may review the contents of his personal file in the presence of the superintendent, principal, or designee. The file shall contain the following minimum items:
1. TB report and medical information.
 2. All teacher evaluation reports.
 3. Copies of individual annual contracts.
 4. A transcript of all academic records.
 5. Tenure recommendations.

ARTICLE VII

LEAVES OF ABSENCES

- A. Teachers will receive ten 10 sick days at the start of each school year, accumulative to 100 days. If a teacher is hired after school commences, sick days will be prorated from date of hire. If there is evidence of sick leave abuse, the Board of Education may demand a physician's statement indicating the employee's illness. Failure to do so will result in loss of pay per day of occurrence.
1. A teacher will be paid \$15.00 per day for unused sick leave over 100 days. Maximum reimbursement per teacher per year is \$150.00.
 2. Of the 10 sick days per year allowed in *Section A.*, ten (10) may be used for immediate family illness. These ten (10) days are non-accumulative.
 3. Education Association members who have a perfect attendance record in the previous school year will be granted a personal vacation day off from work with pay. This day shall be scheduled in advance with the building administrator, with a minimum of 48-hour notice, and shall be consistent with operational needs. Perfect attendance will be defined as "an Education Association member who has not missed any scheduled work days, except for personal business days, jury duty, funeral leave, or time missed for approved conferences."

- B. Sick Leave and Sick Leave Bank: The primary purpose of the sick leave bank is to cover the absence of any employee from school because of personal illness sufficiently severe that it makes his/her presence in school inadvisable. The sick leave bank applies only to absences resulting from illness of the employee, and not absence caused by illness in the immediate family.
1. To qualify for the sick leave bank, a teacher must have been in the system for a period of two (2) years. Teachers who have had previous teaching experience for a minimum of five (5) years shall be granted eligibility after one (1) year in the system. All personal leave and sick leave shall have been exhausted before a teacher may qualify for sick bank.
 2. At the time a teacher becomes eligible for the sick leave bank, such teacher shall contribute one (1) sick leave day to the sick leave bank.
 3. The Board shall furnish each teacher with a written statement at the end of each school year setting forth the total accumulated sick leave credit.
 4. To afford maximum protection against a prolonged illness, the following sick leave bank shall be established for members of the bargaining unit and each member covered by this agreement shall participate as follows:
 - a. When the sick leave bank falls below fifty (50) days, the Board shall assess each participating employee an equal number of full days until the total is above fifty (50).
 - b. Any employee on sick leave may apply to participate in the sick bank by filing an application in the Superintendent's office.
 - c. A maximum of thirty (30) days may be granted per appeal illness from the bank.
 - d. Persons withdrawing sick bank days will not have to replace these days except as a regular contributing member to the bank.
 - e. If it appears that an individual is abusing the above policy, the Superintendent may direct said individual to be examined by a doctor to determine if the illness is valid.
 - f. The Sick Leave Board may grant or suspend sick days from the bank. Their judgment and/or decision will be final.
 - g. The Sick Leave Board shall consist of three (3) members of the Association, the Superintendent or his designated representative, and one (1) Board member.
- C. When an employee is called for jury duty, he/she shall receive for that day or days, the pay difference between his/her daily teaching salary and the pay for jury duty. The employee will keep the mileage portion of his/her jury pay.

- D. The employee will have a maximum of three (3) bereavement days per occurrence per year for a death in the immediate family; spouse, mother, father, guardian, child, brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparents, grandchildren. Additional days may be granted by the superintendent.
- E. Personal Leave Days:
1. Personal leave days shall be earned at the rate of two (2) per year for tenured teachers, accumulative to a maximum of three (3) days. In any circumstance, there may be no more than three (3) personal leave days granted in one year.
 2. Personal leave days for non-tenured teachers shall be earned at the rate of one (1) per semester, accumulative to a maximum of three (3) days per year.
 3. A request for personal leave days shall be submitted one week in advance. Exceptions shall be granted in emergency situations. Requests are to be made to the building principal.
 4. The following restrictions will be placed on the use of personal leave days:
 - a. Personal leave days may not be granted a day before or immediately following a scheduled vacation period. A vacation period is defined as a weekday during the school year when school is not scheduled to be in session.
 - b. Personal leave days shall not be used for recreational purposes, shopping, or monetary gain.
 - c. Personal leave days shall be available for use for family related events when such events can not be scheduled outside the regular school day.
 - d. Not more than (2) employees per building will be granted personal leave days on the same date except in cases of emergency. In the event that more than two employees from the same building request the same date, those requests received first will be granted.
- F. Any teacher requesting a leave of absence from the Board of Education may be granted a leave, not to exceed one year. Also, any leave granted by the Board of Education shall have a beginning date and an ending date.
- G. The Board recognizes the rights of the Association to represent the interests of its members and will allow the Association up to two days annually to be used at the discretion of the president of the Association so that members of the bargaining unit may attend workshops, conferences, and other functions of the Association or its affiliates. The Association agrees to pay the cost of the substitute teacher for these Association days.

ARTICLE VIII

PROFESSIONAL IMPROVEMENT

- A. The school district will endeavor to provide opportunities to teachers for professional improvement. Provisions for teacher attendance will depend upon the financial resources of the school district at the time of the conference. Travel, meals, registration fees and lodging are deemed reasonable expenses that will be paid by the school district to the teacher. Also, the cost of a substitute teacher will be borne by the school district. Lodging expenses shall be approved by the Superintendent prior to attending conferences. Meal costs shall not exceed \$25.00 per day.
- B. The Administration reserves the right to limit the number of teachers planning to attend a conference.
- C. A teacher must pay membership fees, if any, in order to be eligible to attend teacher conferences in his/her area of teaching, unless waived by the district.
- D. A teacher attending a conference of more than one day in length shall submit a written summary of the conference, along with any available conference distributions to any interested teacher or administrator requesting the information.

ARTICLE IX

GRIEVANCE PROCEDURES

- A. *Definition:* A grievance shall mean an allegation by a teacher in the bargaining unit that there has been to him/her a violation, misinterpretation, or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by the Tenure Act.
- B. Procedure:
 - 1. If a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal within five (5) working days.
 - 2. If, as a result of the informal discussion with the building principal the grievance still exists, the teacher or the Association may fill out a grievance form and give it to the principal within five (5) working days.
 - 3. Within five (5) working days after receiving the grievance form, the principal shall meet with the Association Grievance Committee and teacher regarding the grievance. The principal shall indicate his disposition of the grievance in writing, also within five (5) working days following this meeting.
 - 4. If the Association is not satisfied with the disposition of the grievance, the grievance shall then be transmitted to the superintendent within five (5) working days after receiving the disposition from the building principal.

5. Within seven (7) days the superintendent shall meet with the Association Grievance Committee and teacher. The superintendent shall indicate his disposition of the grievance in writing within five (5) working days.
6. If the Association is not satisfied with the disposition of the grievance by the superintendent, the grievance form is then transmitted to the Board of Education within five (5) working days.
7. The Board, within fifteen (15) working days, shall hold a hearing with the Association Committee and teacher concerning the grievance. The hearing shall be closed at the teacher's request. The disposition of the grievance by the Board shall be made in writing no later than ten (10) working days after the hearing.
8. Arbitration: Individual grievants shall not have the right to process grievances to arbitration. If satisfactory disposition of the grievance(s) is not made as a result of previous steps, the Association shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be made within twenty (20) working days from the date of receipt of the decision at Step Seven.
 - a. Powers of the Arbitrator: It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.
 - (1.) The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - (2.) The arbitrator shall have no power to establish salary scales.
 - (3.) The arbitrator shall have no power to rule on any of the following:
 - (a.)The termination of services of any probationary employee.
 - (b.)Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 - (4.) The arbitrator's power shall be limited to deciding whether the Employer has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.

- (5.) The arbitrator shall have no power to decide any questions which, under this Agreement, is within the responsibility of the Employer to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - (6.) There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved and the Employer.
 - (7.) The fees and expenses of the arbitrator shall be the responsibility of the party seeking arbitration.
- b. Claim for Back Pay: The Employer shall not be required to pay back wages accrued more than 25 days prior to the date a written grievance is filed.
- (1.) 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/she may have received from any source during the period of the back pay.
 - (2.) No decision, in any one case, shall require a retroactive wage adjustment in any other case.
9. Failure of the employee or the Union to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed a withdrawal of the grievance and acceptance of any response provided by the Employer. Failure of any representative of the Employer to respond at any level within the time lines specified shall enable the Union to appeal to the next level of the grievance procedure within the designated time lines.
10. The content of any job description or evaluation shall not be a subject for arbitration. The qualifications, certifications and/or licenses required for any position shall not be a subject for arbitration. The performance expectations established for any position shall not be a subject for arbitration.

ARTICLE X

LAYOFF AND RECALL PROCEDURES

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

- 1. The term "*seniority*," as hereinafter used, shall be defined as the length of continuous service with the AuGres-Sims Board of Education.

2. Leaves of absence granted pursuant to this contract shall not constitute an interruption of continuous service. Teaching experience outside of the district will not be considered for the accumulation of seniority.

3. Necessary Reduction of Personnel: Layoff:

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

- a. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum.
- b. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
 - (1.) Part-time employees will be laid off first when any full-time teacher, who has accrued seniority and whose position has been curtailed, is certified and qualified to perform the services of the part-time teacher.
 - (2.) Probationary employees will be laid off first when any *tenured* teacher who has acquired seniority and whose position has been curtailed, is certified and qualified to perform the services of the probationary teacher.
 - (3.) Tenured teachers in programs being reduced or eliminated will be laid off on the basis of certification, qualification and seniority. It is expressly understood that the Association shall have a right to the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.
 - (4.) For the purpose of this Article, "*qualified*" shall be defined in the following manner:
 - (a.) For placement in a K-6 grade level elementary position, a new teacher hired after June, 1983 is qualified if he/she has elementary certification and a minimum of six (6) semester hours credit in elementary reading methods.
 - (b.) For placement in a 7th or 8th grade position, a new teacher hired after June, 1983 is qualified if he/she has a major, minor, or 20 semester hours in the subject area.

(c.) For placement in a 9th to 12th grade teaching position, a teacher shall be qualified for teaching in the subject area based upon certification; majors, minors, and seniority.

c. In the event that more than one individual has the same effective date of hire after 3. b. (1.), (2.), and (3.) above have been followed, the Employer shall then use his/her discretion.

B. Recall:

Seniority teachers shall be recalled in inverse order of layoff for new positions opening for which they are certified and qualified.

ARTICLE XI

FRINGE BENEFITS

- A. Payroll deductions for the AuGres-Sims Teacher's Education Association shall be made by the administrative office.
- B. 1. Payroll deductions for annuities, credit union, insurance, court ordered deductions, and any other State or Federal requirements shall be made by the administrative office. The total deductions shall not exceed fifteen (15) separate deductions.
2. Any member that directs the district to withhold money for a 403(b) account and has the withdrawal directed to a vendor that is not on the third party administrator's plan/list, the employee shall pay the monthly fee, if any.
- C. The Board shall provide Hepatitis B vaccinations to all teachers. Teachers will have the vaccination available to them during one specified period each year. Staff that choose not to participate during the period of offering shall not have the vaccination available to them until the following year.
- D. Employees electing health insurance shall contribute \$100.00 per month toward the cost of health care premiums. The employee contributions for all bargaining unit members electing health insurance shall be deducted from the employee's biweekly payroll check over eighteen (18) pays during the school year, commencing with the first pay period of the new contract year. The employee contribution for each of the eighteen (18) pays shall be \$66.67. These eighteen (18) pays will cover a twelve (12) month period. The Employer will provide a qualified Section 125 Plan through payroll deduction for employees who may elect to use pre-tax dollars for the employee's share of health insurance.
- E. Health insurance premiums will be shared by the AuGres-Sims School District and members of the AuGres-Sims Education Association as per Article XI, Section D of this Master Agreement.

See Appendix C for Health Insurance Summary.

- F. In the situation where two or more family members are eligible for health benefits, premiums will be paid for one family member only. Only one member per family is eligible for this benefit.
- G. Teachers electing not to take Plan A of health insurance may choose Plan B.
- H. Teachers who do not elect to take Plan A, health insurance, may elect to take a one thousand dollar (\$1,000) cash option or one thousand dollar (\$1,000) cash payment in lieu of health insurance. If in any year of this agreement, the District realizes cost savings equal to five (5) Association members taking the cash option, each member selecting the cash option will receive \$5,000 on a pro-rated basis.
- I. The Board may bid out health insurance carriers for a reduction in premium costs on packages that have the same or improved coverage as current. Any change in insurance carriers must be by mutual consent of the Board and the Association.

ARTICLE XII

COMPENSATION

- A. Salary: Each yearly increase shall be calculated in the following manner:

$(\text{Foundation grant increase over the previous year}) \times (\text{number of students enrolled on the official fall count day}) \times (.25) / (\text{number of teachers}).$

The increase shall become part of the salary schedule. The amount of increase will be added to each level of the salary schedule. Since the official count day is after the first pay periods, the district shall pay the retro in the next available pay period.

SALARY SCHEDULE

<i>BA/BS</i>		<i>MA/MS</i>	
<u>Step</u>	<u>2008-09</u>	<u>Step</u>	<u>2008-09</u>
1	\$32,373	1	\$34,598
2	33,931	2	36,379
3	35,714	3	38,161
4	37,311	4	40,007
5	38,552	5	41,477
6	40,717	6	44,141
7	42,949	7	46,759
8	45,215	8	49,192
9	47,446	9	51,293
10	49,702	10	53,164
11	50,804	11	55,545

B. The Board of Education agrees to pay each teacher a stipend of \$50.00 for each percentage point earned by AuGres-Sims School District students over the state average on the Michigan Educational Assessment Program test, or other test mandated by the State of Michigan. The maximum stipend shall not exceed \$1,500 per teacher, including the September 2008 payment.

1. If the stipend meets or exceeds the \$1,500 maximum, each teacher shall receive one (1) MEAP leave day. The leave days must be submitted to the superintendent or designee for approval no later than three (3) business days prior to the requested date. Approval shall be conditional upon substitute teacher availability, and/or scheduling issues. The leave day cannot be carried over to the following year.
2. Any percentage point gains shall be determined based on the MEAP scores of the current year and stipends shall be paid the first pay period of the following September. The ELA scores (which are a combination of the reading and writing) will not be included in the calculations.
3. Any percentage point increases shall be determined by comparing AuGres-Sims School District student scores with the State of Michigan averages in the "satisfactory" category, "level four," or any other superior range.
4. Any percentage point increase by AuGres-Sims School District students over the State of Michigan average scores shall be determined by a comparison of all grade levels tested in a content area.

C. Extracurricular Salaries: 2008-2011

Freshman Advisor.....	200.00
Sophomore Advisor.....	200.00
Junior Advisor.....	350.00
Senior Advisor.....	200.00
Annual.....	650.00
Band.....	1,885.00
Student Assistance Coordinator...	1,000.00

D. Non-teaching personnel who are vocationally certifiable will receive the same benefits as the teaching personnel.

The wages will be based upon an hourly basis determined at the beginning of each school year.

E. School business with personal car shall be reimbursed per mile at the I.R.S. reimbursement rate.

F. Longevity:

1. Employees of the bargaining unit who have completed 15 or more years of continuous service with the AuGres-Sims School District shall be entitled to longevity pay according to the following schedule:

15 years of service.....	\$1,500.00 per year
20 years of service.....	2,000.00 per year
25 years of service.....	2,500.00 per year
28 years to retirement.....	3,000.00 per year

2. Longevity pay will be paid on the first scheduled pay in June of each year. To be eligible for this payment, the employee must complete the school year. The full longevity will be paid for full time employment. Otherwise, the amount of payment will be pro-rated according to part time employment of the teacher.
3. It is understood by both parties that an approved leave of absence for any member of the bargaining unit will not take away, nor will it add to, the longevity and seniority of the teacher.

For example: If a teacher with ten (10) consecutive years of employment with the AuGres- Sims School District received approval from the Board to take a one (1) year leave of absence, and the teacher returned to employment after the leave was completed, that teacher would continue at the eleventh year of continuous employment with the District.

ARTICLE XIII

This agreement shall become effective _____, 2008 and continue in full force and effect to and including the day after the last day of student instruction of the 2010-2011 school year.

ARTICLE XIV

WAIVER CLAUSE

During the negotiations of this Agreement, each party has had the unlimited right and opportunity to make demands and proposals. Therefore, each party voluntarily and unqualifiedly waives the right to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

In witness thereof, the parties have executed this Agreement by their authorized representatives on _____, 2008.

For the Association

For the Board of Education

Michael Fields, President

Robert Lutz, President

David Currie

Douglas Furtah, Vice-President

Lynne Meyer

Karl Edmonds, Secretary

Mike Stanley, Treasurer

Eric Forton, Sec/Treas ProTem

Bonnie Svanberg, Trustee

Jeffrey Taylor, Trustee

CALENDAR
2008-09

School Year: 2008-09

Student Days: 175

Teacher Days: 180: Two Opening Days
One Closing Day
One Teacher Records Day
One Full-Day Staff Development Day