

Master Agreement  
Between  
Au Gres-Sims  
Education Association  
and  
Au Gres-Sims  
Board of Education

2014-2017

Approved by the Board of Education  
June 30, 2014

## Table of Contents

Article I: Recognition.....	3
Article II: Association and Teacher Rights .....	3
Article III: Rights of the Board .....	4
Article IV: Teaching Assignment.....	4
Article V: Standard of Employment.....	7
Article VI: Leaves of Absences .....	9
Article VII: Professional Improvement.....	11
Article VIII: Grievance Procedures.....	11
Article IX: Fringe Benefits .....	14
Article X: Compensation .....	15
Article XI: Emergency Financial Manager.....	18
Article XII: Duration of Agreement .....	18
Article XIII: Waiver Clause .....	18
Appendix A: Letter of Agreement.....	19

AGREEMENT BETWEEN  
AU GRES-SIMS SCHOOL DISTRICT  
AND THE  
AU GRES-SIMS EDUCATION ASSOCIATION

This agreement, entered into this 30th day of June, 2014 by and between the Board of Education, Au Gres-Sims School District, Au Gres, Michigan, hereinafter called the "Board," and the Au Gres-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 teacher's 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: Teaching Assignment**

All teachers will be given a 30 minute duty-free lunch period. The normal work day will be 7.5 hours in length and will begin no earlier than 7:00 a.m. and end no later than 5:00 p.m. Teachers shall be required to report to duty at least fifteen (15) minutes prior to the opening of a regularly scheduled student school day, except in an emergency when additional supervision may be needed. Teachers shall be permitted to leave fifteen (15) minutes after the close of a regularly scheduled student day. Teachers are encouraged to remain for a sufficient period after the close of the teaching day to attend to such matters which properly require professional attention including consultation with parents when scheduled directly with a teacher. On early release/in-service days,

teachers will work their regularly scheduled teaching day. In the spirit of collaboration and creative viability, no time may be added to the teacher work day without prior discussion between the Administration and the Association.

- A. The secondary teaching assignments will consist of not more than five (5) assigned classes, one (1) 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 (1) class per scheduled instructional period. If a teacher accepts a teaching assignment during a conference period, the rate of pay will be \$30.00 per class period worked for the additional required duties. 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 provided a pro-rata conference period. Likewise, in the event that a part-time counselor, who is also a highly qualified, certified teacher, is given a teaching assignment, he/she will also be assigned a pro-rata conference period. The Administration will make an effort to minimize these assignments. However, in the event the classroom assignments of the counselor/librarian exceed nine (9) class periods per semester, the Administration and Association will meet to discuss possible alternatives to better meet the district's needs.
- B. A forty (40) minute teacher meeting shall occur twice monthly.
- C. Teachers shall, according to their professional responsibility, make themselves available for consultation with students and/or parents at times prearranged by the involved parties.
- D. It is recognized by the District and the Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class sizes at an acceptable number as indicated by the financial conditions of the District, the building facilities available and the best interest of the District as deemed administratively feasible. The Administration pledges to exert every reasonable effort to secure all available federal and state funding in their effort to maintain acceptable classroom numbers. Class sizes listed below will be in accordance with the official fall count for the first semester and the official spring count for the second semester. This language is not subject to the grievance procedure.

The Board of Education will strive to maintain the following class sizes:

Kindergarten - 3rd Grade	33 to 1
Grades 4 - 5	33 to 1
Combination Grades	28 to 1

Middle (6 - 8)	33 to 1
High School (9 - 12)	35 to 1
Science Laboratory	28 to 1
Physical Education	50 to 1
Band	Director's Discretion

1. When class sizes are in excess of the above levels, teachers shall be compensated as follows: Secondary teachers will be compensated at the rate of 0.00308% of the BA base salary per student, per day up to the limit of \$1000.00 per teacher, per semester. Elementary teachers will be compensated at a rate of 0.0154% of the BA base salary per excess student, per day that the enrollment is in excess. Students assigned to a classroom as a result of Section 21(f) placement shall not be included in class overage calculations. The Administration will make every effort to equalize the placement of Section 21(f) students when curriculum permits.
  2. The method for determining class size overages will be made using the enrollment numbers on the first, middle and last day of the marking period to determine the average class size. Compensation for secondary classrooms (6-12) will be based on the actual classroom overages for each class session and will be paid at the end of each marking period. Compensation for overages in the elementary (K-5), will be based on the whole class size average and will be paid at the end of each marking period. Elementary classrooms that have an overage for part of the day will receive a pro-rated payment. Elementary classrooms that are "split" between two (2) grade levels will receive payment if the total number of students exceeds the 33 to 1 ratio.
- E. Lesson plans will be made out weekly, to provide a guide for the substitute teacher.
- F. All teachers may be assigned to a maximum of fifteen (15) hours of extracurricular activities annually relevant to their teaching duties. These may include, but are not limited to: School Improvement meetings, professional development training and workshops, student Intervention meetings, Parent-Teacher Organization meetings, SCAN meetings, Attendance Appeal Committee meetings, graduation, and detention.
- G. 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.
- H. Elementary teachers will have a 30 minute duty-free lunch period as stated in Article IV; first paragraph. This lunch period will coincide with their students' lunch period.
- I. On a rotating basis, elementary teachers will supervise a twenty (20) minute recess duty. In exchange, the teacher will receive 20 minutes of prep time before the start of school on the same day as they are assigned to recess duty.

- J. 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 programs must be made.
- K. A teacher may volunteer to be a class sponsor. A teacher who volunteers will remain with that class through graduation. If there remains an insufficient number of volunteers, all high school and middle school teachers who are not a sponsor and who have at least two (2) years seniority in our district, will have their names placed in a drawing pool. The Au Gres-Sims Education Association President will draw from this pool a sufficient number of names as to cover the remaining class sponsorships through graduation. The sponsorship may be shared between two (2) teachers by mutual agreement.
- L. Department chairpersons may be chosen from applicants to oversee the entire K-12 curriculum in certain academic areas. The department chair positions may be co-chaired by qualified applicants. Likely areas for which department chairs may be established are math, language arts, science, and social studies. Each department chair position will be paid a total of \$500.00 for assuming the role for one school year. In the event that co-chairs exist within a department, the total stipend of \$500.00 will be split between the co-chairs. Neither department chairs nor co-chairs will be given extra conference periods during the school year.
- M. Mentor Teachers: Tenured instructors may be given consideration for appointment. Participation will be voluntary. An attempt will be made to match the mentor and the probationary teacher in such areas as building, grade level, and/or instructional areas of expertise.
- N. In the event new courses are added to the schedule, the affected teachers' and/or department's input will be sought to ensure that curriculum is developed and supported appropriately. Every effort will be made to develop courses before the end of June of the preceding school year. New courses will be defined as those courses which do not currently exist in the Course Description Handbook.

## **Article V: Standard of Employment**

- A. Teachers will be reimbursed at a rate of 80% for actual tuition expenses paid, not to exceed three thousand dollars (\$3,000.00) per year (August 1 - July 31) for the duration of this contract.
  - 1. For a teacher to be eligible for reimbursement:
    - a. Teachers must continue in the employ of the District for a minimum of two (2) years following the completion of the course for which tuition reimbursement is received. Newly employed teachers must complete one semester of teaching before they are

eligible to receive tuition reimbursement. If a teacher chooses to leave the district before the minimum two years of service, he/she will be requested to reimburse the district at a reimbursement rate of 25% for every six months that are not completed. The district will not claim repayment for involuntary loss of employment.

- b. The teacher's performance must not have been rated Ineffective or Minimally Effective as determined by his/her most recent year-end performance evaluation.
  - c. The credit hours must be in a degree program, additional certification, or endorsement program related to the teaching area of instruction in the regular school day program or be graduate credit hours set forth specifically in the teacher's planned course of study leading to an advanced degree in education.
  - d. All credit hours must have the prior approval of the Superintendent or the Superintendent's designee.
  - e. The credit hours must have been earned from a college or university accredited for teacher education.
2. Qualification for tuition reimbursement will include:
    - a. Completed application form as provided by the District.
    - b. Appropriate verification indicating successful completion of course(s) taken and, if required, the teacher's planned course of study.
    - c. Copy of official tuition receipt.
    - d. Copy of Superintendent's or Superintendent's designee's approval.
  3. If a teacher does not make application within the year in which the completion of his/her course(s) occur, he/she will forfeit his/her right to any and all tuition reimbursement.
- B. The performance evaluation system used for all teachers shall be in accordance with Sections MCL 380.1248 and MCL 380.1249 of the Revised School Code, 1976 PA 450, which can be viewed at: (<http://www.legislature.mi.gov/documents/mcl/pdf/mcl-act-451-of-1976.pdf>).
  - C. The teacher, on request, may review the contents of his/her personnel 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 VI: Leaves of Absences

- A. Teachers will receive ten (10) sick days at the start of each school year. Unused sick days will accumulate yearly with no maximum limit.
- B. 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. Of the sick days per year allowed in Section A, ten (10) may be used for immediate family illness. These ten (10) days are non-accumulative.
- C. 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 absences 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 leave 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 leave bank by filing an application in the Superintendent's office.
    - c. A maximum of thirty (30) days may be granted per appeal from the bank.
    - d. Persons withdrawing sick leave 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.
- D. Any teacher called for jury duty during school hours, who is unable to be excused or to have such service rescheduled at a time which does not conflict with the discharge of his/her professional duties, in any judicial matter shall receive his/her regular salary. However, this shall not apply to any type of hearing or judicial matter involving a claim brought by the teacher or by the Association against the District where the teacher is testifying against the District. In the case of a teacher being subpoenaed to testify in a judicial matter during school hours, he/she shall receive their regular salary. However, the proceedings must be related to school business and the Association member may not be acting as an adverse witness to the District.
  1. Procedure:

Employees who are summoned for jury duty must notify the Administration within twenty four (24) hours of receipt of the notice and present a letter to the Court asking to be excused or deferred from jury service because of teaching children. A copy of the letter requesting to be excused or deferred must be sent to the Superintendent so that payment for service will be forthcoming.
- E. 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.
- F. Personal Leave Days:
  1. Personal leave days shall be earned at the rate of two (2) per year, 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. 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.
  3. 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 any form of monetary gain.
    - c. Personal leave days shall be available for use for family related events when such events cannot 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.

- G. 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.
- H. The Board recognizes the rights of the Association to represent the interests of its members and will allow the Association six (6) 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. No AGSEA member shall be absent more than two days for Association business. The Association agrees to pay the cost of the substitute teacher for these Association days.

## **Article VII: 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 VIII: 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/she shall first discuss the alleged grievance with his/her 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: An individual grievant 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.
    - 1. 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.
    - 2. 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.
    - 3. 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.
    - 4. 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 IX: Fringe Benefits

- A. 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.
- B. 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. Those who elect not to participate during the period of offering shall not have the vaccination available to them until the following year.
- D. Health insurance plan options are as follows:
- Option A: MESSA Choices II, including MESSA Pak A and/or MESSA Pak B  
-or-  
Option B: MESSA ABC Plan
- MESSA/Pak A (includes the following):
- 100/200 Deductible
  - 10/20 Prescription Drugs
  - XVAZ Rider
  - Long Term Disability
- MESSA Pak B (includes the following):
- Vision & dental only
- E. Employees electing health insurance shall contribute 20% toward the cost of their health care premiums. The employee contributions for all bargaining unit members electing health insurance shall be deducted from the employee's biweekly payroll check, commencing with the first pay period of the new contract year. 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.
- F. Employees electing to enroll in the MESSA ABC Plan (Option B) will contribute 20% of the deductible with the district paying the remaining 80%. Enrollment in the MESSA ABC Plan (Option B) will start in November with coverage to begin January 1. Employees joining the district after the December 31 deadline who elect health insurance coverage will be required to take the MESSA Choices II Plan (Option A) with a \$500/\$1000 deductible for the remainder of

that calendar year. The employee may then elect the MESSA ABC Plan during the next open enrollment period to begin a calendar year.

- G. When an employee leaves the district or changes insurance options (i.e., Option A to B or B to A) the employee must satisfy the 20% portion of the 80-20 requirement of this agreement, as stated in Section E above, at the time of their change or departure.
- H. Employees may elect to add Short Term Disability coverage at their own expense.
  - I. An annual increase in the health insurance premiums of 10% or greater will result in a contract re-opener for wages and benefits. In accordance with Section E above, teachers shall continue to contribute 20% towards the cost of said premiums and all increases during the negotiation process.
  - J. 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.
- K. Teachers electing not to take MESSA Choices II Pak A of health insurance may choose MESSA Choices II Pak B with a 20% co-pay.
- L. Teachers who do not select either Plan A or Plan B, Option A (MESSA Choices II) or Option B (MESSA ABC Plan) will receive a \$1,000 cash payment in lieu of insurance.
- M. Teachers who are laid off in June will continue to receive health insurance benefits until August 31 of that same year.
- N. The Au Gres-Sims Board of Education will be the policy holder for all employee insurance.

## Article X: Compensation

### A. SALARY SCHEDULE:

<u>Bachelors Degree</u>		<u>Masters Degree</u>	
<u>Step</u>	<u>2014-2017</u>	<u>Step</u>	<u>2014-2017</u>
1	32,341	1	34,624
2	33,835	2	36,300
3	35,398	3	38,057
4	37,034	4	39,898
5	38,744	5	41,830
6	40,534	6	43,854
7	42,407	7	45,977
8	44,366	8	48,202
9	46,416	9	50,535
10	48,561	10	52,981
11	50,804	11	55,545

- B. Certified teachers within the AGSEA will share in a merit stipend pool based on a total number of mandatory state assessment test categories (MEAP or equivalent and MME or equivalent) given to students within the annual K-12 programming. A category will be determined as an individual, mandatory State provided assessment, per subject, per grade level (Example: In 2013-14 the MEAP had 18 individual testing categories and the MME had 5 for a combined total of 23 categories). For each category in which Au Gres-Sims students demonstrate an average proficiency score which meets or exceeds the total State of Michigan average per category, \$1,000 will be added to the merit pool to be divided equally amongst AGSEA certified teachers. Certified teachers working less than a full-time equivalency will receive a pro-rated stipend in accordance with their reflective work schedule. Teachers receiving either a "Minimally Effective" or "Ineffective" professional annual evaluation rating, along with new teachers hired after a stipend qualifying testing cycle, will be ineligible to receive any portion of the total merit stipend pool for that correlating school year. Any merit stipend payment will be made on the first scheduled payroll in December of the following school year.
- C. AGSEA members will share equally in a \$1,000 per pupil revenue share in excess of an annual variable "X" number of students derived by the following formula: The variable "X" number will be determined on an annual basis using verified numbers from the district's year-end financial audit and final spring blended general student enrollment count. The "X" number (quotient) will be determined by dividing the total operational costs of the district (numerator) by the per pupil foundation allowance (denominator).

Note: All funding including grants and other special monies received as revenue will not be factored into the calculation of operating costs, nor will per pupil allocations received for *GSRP* or the *Academy at Au Gres-Sims*. All Au Gres-Sims students enrolled in programs outside of the normal K-12 programming (i.e., Academy at Au Gres-Sims, Great Start Readiness Preschool, etc.) will not count toward the variable "X" number of general K-12 students.

Example: Based upon the fiscal school year audit, the total operating costs (not including grants, special monies received as revenues, gifts, GSRP or Academy programming) divided by the per pupil foundation allowance, will equal an enrollment "X" quotient. The derived quotient will be compared to the final blended student enrollment reported to the State following the spring count of the correlating fiscal audit school year. Subtracting out all students outside of the normal K-12 programming (i.e., Academy, GSRP, etc.) will provide a number to compare against the "X" factor. If the "X" factor is less than the blended count, the teachers will share in a \$1,000 stipend per student over the "X" quotient.

Any revenue share payments will be made on the first scheduled payroll in December. Only active AGSEA members will qualify for payment. Teachers working less than a full-time equivalency will receive a pro-rated stipend in accordance with their reflective work schedule.

- D. To promote the financial health and perpetuity of the district, a fiscal safety trigger has been created. If at any point the district's fund equity falls below 11%, then an immediate "freeze" in



salary steps, longevity payments, and revenue shares will occur until the district can again realize a surplus of 11% or more in fund equity.

1. Should the Board's capital outlay expenditures be the cause of the district's fund equity dropping below the 11% threshold set forth above, then the immediate "freeze" in salary steps, longevity payments, and revenue shares will not occur.
2. If however, the Board's capital outlay expenditure is the result of an emergency (i.e. boiler or major infrastructure event) then the 11% threshold set forth above and resulting immediate "freeze" in salary steps, longevity payments, and revenue shares shall take effect as stated.

E. <u>Extracurricular Salaries:</u>	<u>2014-2017</u>
Band.....	\$1,885.00
Freshman Advisor.....	\$200.00
Sophomore Advisor.....	\$200.00
Junior Advisor.....	\$325.00
Senior Advisor.....	\$325.00
MS Student Council.....	\$200.00
HS Student Council.....	\$250.00
National Honor Society .....	\$250.00
Yearbook.....	\$500.00

Sponsors of other extra-curricular activities may receive a stipend, based on both available funding and at the discretion of the Administration.

F. School business with personal car shall be reimbursed per mile at the IRS rate.

G. Longevity:

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

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

Example: If a teacher with ten (10) consecutive years of employment with the Au Gres-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.

- H. Teachers who announce their intent to retire by April 15, and who file the paperwork with the state by June 30, will be paid a daily rate of \$50 for every unused sick day as of the last day of June. Payment will be made to the retiring employee over two years.

### **Article XI: Emergency Financial Manager**

If an EFM (Emergency Financial Manager) is appointed by the state under PA 4 of 2011 of the Fiscal Accountability Act, the EFM may reject, modify, or terminate the collective bargaining agreement at his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act. (PERA)

### **Article XII: Duration of Agreement**

This agreement shall become effective July 1, 2014 and continue in full force and effect to and including the day after the last day of student instruction of the 2017 school year.

### **Article XIII: 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 June 30, 2014.

For the Association:

For the Board of Education:

\_\_\_\_\_  
Michael Fields, President

\_\_\_\_\_  
Jeffrey Collier, Superintendent

\_\_\_\_\_  
Elizabeth Kernstock, Vice-President

\_\_\_\_\_  
Douglas Furtah, President

\_\_\_\_\_  
Holly Gordon

\_\_\_\_\_  
Nancy Selle, Vice-President

\_\_\_\_\_  
Tracy Stoldt

\_\_\_\_\_  
Gregory Walker, Secretary

## **Appendix A: Letter of Agreement**

Non teaching professionals who are not required to hold a teaching certificate and are not tenured teachers subject to the amended Teachers' Tenure Act and Revised School Code provisions, are to be continued with a just cause standard for discipline and discharge and may arbitrate such matters in accordance with the Grievance Procedure set forth in the Collective Bargaining Agreement. Such bargaining unit members shall have seniority within his/her classification for the purpose of layoff and recall in accordance with seniority.