

MASTER AGREEMENT

BETWEEN

ASHLEY EDUCATION ASSOCIATION

MEA/NEA

AND

ASHLEY COMMUNITY SCHOOLS

BOARD OF EDUCATION

2013-2015

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PREAMBLE

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 that they desire to memorialize,

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

ARTICLE I – RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined by Section 11 of Act 379, Public Acts of 1965, for professional personnel, including personnel on tenure, probation, classroom teachers and guidance counselors employed by the Board but excluding supervisory and executive personnel, office and clerical employees, paraprofessionals, bus drivers, custodial/maintenance and all other employees. The term “bargaining unit members”, when used hereafter in the agreement shall refer to all employees in the bargaining or negotiating unit as above defined, except substitute teachers. If the district librarian is not a certified teacher in the school, then the librarian will be deleted from the bargaining unit. References to male bargaining unit members shall include female bargaining unit members.
- B. Nothing contained herein shall be construed to prevent any individual bargaining unit member from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given the opportunity to be present at such an adjustment.

ARTICLE III – MANAGEMENT RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association, either as to the taking of actions under such rights, or with respect to the consequences of such actions during the term of the agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - 1. the executive management and administrative control of the school system and its properties, facilities, equipment and the activities of its bargaining unit members during working hours;
 - 2. hire all bargaining unit members and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension or demotion, and to promote and transfer all such bargaining unit members;
 - 3. establish levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the board;
 - 4. approve all instruction and materials;
 - 5. determine the services, supplies and equipment necessary to continue its operation;

6. adopt rules and regulations;
 7. determine the policy affecting the selection, testing or training of bargaining unit members, providing that such selection shall be based upon lawful criteria.
- B. Nothing in this Master Agreement shall be construed to limit the powers and responsibilities conferred upon the Board of Education or the Superintendent under the laws or Constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the School Code and the Tenure Law are preserved.
- C. The Board and Association will attempt to prevent children from involvement in Association/Board controversies.

Board authority per Michigan law – MCLA 380.1201 et. seq. Board Powers per Michigan law – MCLA 380.1032.11A, 280.1131 et. seq., MCLA 432.201, 202, 206 & 215.

ARTICLE IV – BARGAINING UNIT MEMBER RIGHTS

- A. The Ashley bargaining unit members shall have the right to use a school room, which shall be scheduled through the Superintendent's office, at all reasonable hours for meetings.
- B. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards in the bargaining unit members' lounge shall be available to the Association and its members. The Association shall be responsible for all materials placed on such boards and the wearing of insignia, pins or other identification of membership in the Association.
- C. No bargaining unit member shall be disciplined, discharged, or demoted for a reason that is arbitrary and capricious.

ARTICLE V – COMPENSATION

- A. The salaries of the bargaining unit members covered by this Agreement are set forth in Schedules A and B which are attached.
- B. Emergency "sit-ins" of another bargaining unit member's classes shall be utilized only when properly authorized by the administration. Bargaining unit members may bank a limit of up to fourteen (14) of these "sit-ins" per year to use in half-day or full-day units at their discretion except for the last three (3) days of each semester and not immediately before or after a holiday, vacation period, or other school recess, or on days scheduled for professional development or in-service activities, except for good cause. Advance notice of two (2) business days is required and no more than three (3) bargaining unit members may be gone on the same day. A maximum of seven (7) unused sit-ins may be carried over to the next school year. Remaining sit-ins accumulated during the year will be compensated at the rate of \$15.00 per sit-in at the end of the school year.
- C. The Work Year – The Board shall have the right to establish the number of work days in the annual work year for bargaining unit members, and may in its discretion from time to time modify same as deemed necessary by the Board to best serve the educational interests of students. Provided, however, that the number of student instruction days per work year shall not exceed the level set forth below unless the Board shall determine such increase to be necessary in order for the school district to receive full state aid funding:
 - 1. 180 Student Instruction Days
 - 2. 185 Bargaining Unit Member Work Days (183 days + 2 days for P-T Conferences)

The specific dates of all relevant activities during each school year shall be as established in the negotiated calendar by the Superintendent and AEA President (subject to any additional days added by the Board pursuant to state law or the state aid act). Any increase in the number of student instruction days added to the bargaining unit member work year shall be no more than the minimum number of days necessary for the school district to receive full state aid. In the event the Superintendent and AEA President are unable to agree upon the calendar for the upcoming contract year by August 1 of that same year, the administration shall establish the days of student instruction and teacher days as required by law.

- D. The following holidays shall be observed and school closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

- E. Merit Pay, in the amount of \$1.00, will be awarded to staff members who receive a Highly Effective endorsement on their annual evaluation. Merit Pay compensation will occur annually, and will be included in the employee's last pay in June of the school year.

ARTICLE VI – BARGAINING UNIT MEMBER HOURS

- A. The Board shall have the right to establish the work day for bargaining unit members and the daily schedule for student instruction (including length of, and the daily starting and ending times for, both the bargaining unit member work day and the student instruction day), and may in its discretion from time to time modify same as deemed necessary by the Board to best serve the educational interests of students. Provided, however, that the length of the work day for bargaining unit members and the student instruction day shall not exceed the levels set forth below unless the Board shall determine such increase to be necessary in order for the school district to meet legal criteria required to receive full state aid funding:
 - 1. Bargaining unit member work day– student day + 20 minutes before and 10 minutes after
 - 2. On Friday or days prior to vacations, bargaining unit members may leave after the buses, unless permission to leave earlier has been granted by the principal or the superintendent.
- B. All bargaining unit members shall be entitled to a duty-free continuous lunch period of thirty (30) minutes.
- C. Bargaining unit members may not be required to remain after school for longer than one (1) hour to attend staff meetings.
- D. All bargaining unit members will be required to attend staff or other meetings called by the administration of the school. A prior notice of twenty-four (24) hours shall be given for said meetings by the administration. Exceptions may be made to the twenty-four (24) hour notice in case of emergencies or a cancellation of a previous meeting caused by school closing.
- E. Bargaining unit members will be expected to take an active part in PTO meetings, (PRE K-8), graduation (secondary bargaining unit members only) OPEN HOUSE (PRE K-12) and reasonable participation in other related school functions.

ARTICLE VII – BARGAINING UNIT MEMBER LOADS AND ASSIGNMENTS

- A. The normal weekly bargaining unit member's load in the middle/secondary school will be thirty (30) teaching periods and five (5) unassigned preparation periods. Each full-time elementary bargaining unit member will be provided with a minimum of two hundred (200) minutes of preparation time for a normal five (5) day week. Part-time regular bargaining unit members will be given preparation time according to the percent of the normal five (5) day week they are employed. Elementary bargaining unit members may use all time during which their classes are receiving instruction from various bargaining unit member specialists for preparation.
- B. Since pupils are entitled to be taught by bargaining unit members who are working within their area of competence, bargaining unit members shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certification or their major or minor fields of study.

- C. Bargaining unit members who will be affected by change in grade assignments in the elementary school grades and by changes in subject assignments in the secondary school grades will be notified and consulted by the principal as soon as practicable and will be given at least one week prior to assuming the assignment to prepare for taking over the class. The Board shall make assignments in accordance with the needs of the district and will take into consideration the interests and aspirations of its bargaining unit members.

ARTICLE VIII – WORKING CONDITIONS

The parties recognize that the availability of school facilities for both students and bargaining unit members is desirable to insure the high quality of education that is the goal of both bargaining unit members and the Board. It is also acknowledged that the primary duty and responsibility of the bargaining unit member is to insure a learning atmosphere toward which goal the energy of the bargaining unit member and organization of the school and school day shall be directed.

- A. Because the pupil-bargaining unit member ratio is an important aspect of an effective education program, the parties agree that class size should be lowered whenever possible. As a goal, the Board will try to limit the number of students in a class to an average of twenty-five (25) in grades K-3 and twenty-eight (28) per class in grades 4-12 except for music, art, and physical education/health. The Board agrees to keep class size at acceptable levels as dictated by the financial limitations of the district.
- B. When bargaining unit members are assigned students in excess of the board stated goals, they shall receive additional compensation at the rate of fifteen dollars (\$15.00) per month for each student in excess of the above state maximum. To determine if a bargaining unit member qualifies for this compensation, the average number of students a bargaining unit member has throughout the day will be calculated. In the middle school and high school, this will be done by taking the total number of students the bargaining unit member has during the day and dividing it by the number of teaching periods. The bargaining unit member will not receive this compensation if the bargaining unit member is on long term leave (this means more than half of the working days in the month). Where the district determines, after consultation with the Association, that maximum standards within a particular building or grade level must be exceeded, students will be distributed as equally as possible among the bargaining unit members of that level. Compensation will be made at the end of the given school year but no later than June 30th.
- C. The Board recognizes that appropriate texts, library reference materials, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools with final decision of purchasing resting with the Board.
- D. To relieve bargaining unit members of cafeteria, patrol, hall duty and playground duty, the Board agrees to engage not less than two paraprofessionals in the elementary school. The paraprofessionals will handle noon hour playground supervision and similar non-professional responsibilities.
- E. The Board shall make available restroom and lavatory facilities for bargaining unit member use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge.

- F. Present telephone facilities shall be made available to bargaining unit members for school-related business or with permission of school administration.

ARTICLE IX – VACANCIES AND PROMOTIONS

- A. Whenever a vacancy for a classroom teaching position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and provide for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) days. If a bargaining unit member in the system takes the first position posted, then the Board need not post the second position. If said vacancy occurs after July 25, and prior to the beginning of school, it need not be posted. If a bargaining unit member should be qualified he or she should be notified by phone, webmail, and email.
- B. Any bargaining unit members with the job qualifications, consistent with NCLB's Highly Qualified definition, (qualifications shall be as defined in Article X) may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the district, and other relevant factors.

ARTICLE X – REDUCTION IN PERSONNEL AND RECALL

- A. When the Board of Education determines that circumstances warrant reduction in personnel, the Board shall select those bargaining unit members to be laid off on the basis of the following factors (Consistent with State law):
1. The administration will review the following information to determine reduction in personnel:
 - ❖ Teacher Certification Endorsement
 - ❖ The teacher's management of the classroom,
 - ❖ Demonstrated pedagogical skills
 - ❖ Management of the classroom
 - ❖ Teacher's attendance and disciplinary record
 - ❖ Significant, relevant accomplishments and contributions.
 - ❖ Relevant special training.

 - ❖ If the building administrator and Superintendent determine all of the above attributes, qualifications, and trainings in sections a. - f., are equal to each other, the district will utilize staff seniority to determine recall or layoff order of its association members.

 - ❖ If seniority is deemed equal for two or more employees, the Building Administrator and Superintendent will utilize the "School Activity Contribution Log" to determine recall or layoff rights.
 2. Seniority shall mean the length of continuous service in the bargaining unit with the Ashley Community Schools Board of Education for all certified bargaining unit members.

Leaves of absence granted under this contract shall not constitute an interruption in continuous service. However, the period of time used as leaves of absence shall not accrue seniority.

3. Probationary bargaining unit members will have no seniority.
 4. Any certified bargaining unit member granted tenure shall have seniority from the last date of hire. Date of hire is a day of paid employment.
 5. A seniority list shall be prepared by the Board of Education and a copy of the same shall be transmitted to the President or other officer of the Ashley Education Association on or before the first day of January. In the event of a dispute concerning the seniority list, a meeting shall be held to review the matter not more than fifteen (15) days of said receipt by the President or other officer.
 6. The meaning of the term qualifications shall be as follows: (Only to be superceded by State Law)
 - a. In order to qualify in grades 9-12, a bargaining unit member must possess 9-12 certification and a major or minor in the specific discipline or 9-12 certification and teaching experience in the specific discipline during the past five (5) years.
 - b. In order to be qualified in grades 7-8, a bargaining unit member must possess K-8, 7-8, or 7-12 certification and a major or minor in the specific discipline or certification (above) and successful teaching experience in the discipline at grades 7-12 during the past five (5) years.
 - c. In order to be qualified in grades K-6, a bargaining unit member must possess K-8 certification, or a middle school endorsement for grades 5-6 or certification (above) and successful teaching experience in the discipline at grades K-6 during the past five (5) years.
 - d. In order to be qualified, a bargaining unit member must possess specific certification for positions in special training areas such as music, art, physical education and special education and meet the requirements of any federally funded or state aid program.
 7. In the event it is necessary to reduce the number of positions, the bargaining unit member(s) so affected shall be notified by the Board of Education in writing at least thirty (30) days prior to effective date of layoff.
 8. The President or other officers of the Ashley Education Association shall be informed in writing and have a right to review the layoff list prior to official notification from the Board of Education to the certified bargaining unit member(s).
- B. In the event of recall:
- The administration will review the following information to determine recall of its employees:
- ❖ Teacher Certification Endorsement
 - ❖ The teacher's management of the classroom,
 - ❖ Demonstrated pedagogical skills
 - ❖ Management of the classroom
 - ❖ Teacher's attendance and disciplinary record
 - ❖ Significant, relevant accomplishments and contributions.
 - ❖ Relevant special training.

 - ❖ If the building administrator and Superintendent determine all of the above attributes, qualifications, and trainings in sections a. - f., are equal to each other, the district will utilize staff seniority to determine recall order of its association members.

- ❖ If seniority is deemed equal for two or more employees, the Building Administrator and Superintendent will utilize the "School Activity Contribution Log" to determine recall rights.

ARTICLE XI – LEAVE POLICIES

- A.
1. All full-time bargaining unit members shall receive sick leave credit at the rate of ten (10) days per year. The full allowance for bargaining unit members shall be credited at the beginning of the year.
 2. The Board agrees at all times to maintain an adequate list of substitute teachers. Bargaining unit members shall be informed of a telephone number they may call as soon as possible but not later than 6:30 a.m. to report unavailability for work. Members are encouraged to call by 6:00 a.m. because of the availability of subs.
 3. Unused sick leave shall be cumulative to ninety (90) days.
 4. A maximum of five (5) sick days per occurrence may be used in the event a serious illness or accident shall befall a member of the bargaining unit member's personal family (spouse and children). The bargaining unit member must produce, upon request, evidence that the illness or injury was of such serious nature as to require immediate attention.

A maximum of two (2) days per school year may be used in the event a serious illness or accident shall befall a bargaining unit member's mother or father. The bargaining unit member must produce, upon request, evidence from the attending physician that the illness was of such a serious nature as to require immediate attention at an emergency room or doctor's office.

- B. Any bargaining unit member who is absent for a period of up to three (3) months because of any injury compensable under the Michigan Worker's Compensation Law shall receive from the Board, the difference between the allowance under Worker's Compensation and seventy-five percent (75%) of contractual salary.

Should the bargaining unit member require an extension of time beyond the three (3) month period, the sick leave he/she has accumulated will be pro-rated in regard to the additional amount necessary to continue salary payments at seventy-five percent (75%). Thereafter, the bargaining unit member will receive compensation as provided under Michigan's Worker's Compensation Act.

- C. The Board, upon written request of a bargaining unit member, may grant leave of absence for a period not to exceed one (1) year, subject to renewal at the will of the Board. Without written request, leave of absence because of physical or mental disability may be granted by any controlling Board for a period not exceed one (1) year. Any bargaining unit member so placed on leave of absence shall have the right to a hearing on such unrequested leave of absence, in accordance with the provisions for a hearing in Article 4, section 4 of the Tenure Act. No leave of absence shall serve to terminate continuing tenure previously acquired under this act.

- D. A total of four (4) days will be granted for any reason when requested for personal or business reasons. Four (4) days are not deductible from the sick leave credit and are not cumulative as personal or business days.

The following restrictions apply:

1. Personal business leave shall not be granted immediately before or after a holiday, vacation period, or other school recess, excluding Saturday and Sunday, except for good cause. Unused days under Section D are to be credited to the accumulated sick days at the end of the year.

2. Personal business days are granted in full day or half day segments only, other than below:

Leaves of absence falling under this section for one (1) or two (2) hours shall be made up before the end of the school year or they shall be deducted first from sit-ins, second from personal business days and, if no personal days are available, from the bargaining unit member's salary at the rate of one-seventh day per hour used.
 3. No more than two (2) bargaining unit members may use this leave on the same day unless approved by an administrator.
 4. Days are not cumulative.
- E. Compensated leave shall be granted in one-half (1/2) day units for jury duty. Compensation shall be for the difference in the individual bargaining unit member's pay and pay for the performance of such obligations. If the employee is released early from jury duty the employee shall contact his/her supervisor about whether to return to work.
- F. A leave of absence with pay, not to exceed two (2) days per year per bargaining unit member, shall be approved for the following reasons:
1. Court appearance as a witness in any case connected with the bargaining unit member's employment related to school matters.
 2. The following approved reasons:
 - a. Visitations to other schools;
 - b. Attendance at educational conferences or conventions including association meetings.
- G. Bargaining unit members requesting attendance at above such meetings shall make application with the Superintendent a minimum of two (2) weeks in advance of requested times they wish to be absent. At the same time, they shall notify the AEA's Conference Committee (three (3) members appointed and names on file with the Superintendent prior to September 15 of each school year) whose responsibility it is to meet with the Superintendent to make recommendation as to why the request should or should not be granted. Final approval of the request shall rest solely with the Superintendent. A leave of absence with pay not to exceed five (5) days per occurrence shall be granted for the death in the immediate family. Immediate family is defined as mother, father, spouse and children.
- H. A leave of absence with pay not to exceed three (3) days per occurrence shall be granted for death of a brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandmother, grandfather, or grandchild. The three (3) days shall be inclusive of the funeral.
- I. One bargaining unit member may be released for the funeral of a current student or current student's parents, at the discretion of the Superintendent.
- J. Leave of absence without pay shall be granted by the Board of Education upon written application at least sixty (60) days before the closing of the school year for the following purposes:
1. Study related to the bargaining unit member's license field.

2. Study, research or special teaching assignments involving advantage to the school system.

The regular salary increment occurring during such period shall be provided.

K. Child Care Leave

1. Child Care leave granted under this Article shall be without pay and may be granted up to a maximum of twelve (12) calendar weeks, renewable at the discretion of the Board.
2. Bargaining unit members requesting a Child Care leave shall make application thirty (30) days prior to commencement of that leave. The application shall state date of commencement of leave, number of school days to be included and date of expiration. Should leave extend over the summer months, the bargaining unit member shall give sixty (60) calendar days notice of intent to return.

Exceptions to notice may be made by the Board. The Board reserves the right in their sole discretion to approve accelerated termination of the Child Care leave on the basis of each individual case.

3. Failure to return from Child Care leave on the date specified in said leave or application or filing of notice of intent to return by the above mentioned date shall constitute termination of employment.

- L. Four (4) Association days shall be made available for the handling of Association business. Forty-eight (48) hours notice shall be given prior to use of such days. No more than two (2) people shall be absent for this purpose on any given day. The Association shall reimburse the district for the cost of substitutes within fifteen (15) days of the use of an Association day.

- M. If a bargaining unit member is on an authorized leave of absence, then no other leave for other reasons will be allowed within that leave.

- N. Bargaining unit members who use four (4) or less sick days, sit-in and personal business days (combined) per school year (all reasons except school-related business shall receive \$500.00.

ARTICLE XII – INSURANCE PROTECTION

- A. The Board agrees to furnish all bargaining unit members the following insurance protection:

1. The Board will provide without cost to the bargaining unit member public liability insurance coverage in the amount of not less than \$100,000 for each bargaining unit member, through the district's general liability insurance.

ARTICLE XIII – BARGAINING UNIT MEMBER EVALUATION AND PROGRESS

- A. The evaluation of the performance of each bargaining unit member in the school system is the responsibility of the administration. In such evaluations, all monitoring or observations of bargaining unit members shall be conducted openly. The evaluation process, timelines, frequency, and the evaluation instrument will be consistent with State law. At a minimum, Tenure Teachers will be evaluated once annually, and Probationary Teachers will be evaluated twice annually.

- B. A mentor shall be assigned by the principal to every probationary bargaining unit member upon entrance of the bargaining unit member into the system. The mentor, insofar as possible, shall be a tenured bargaining unit member with a minimum of four (4) teaching years experience and shall be engaged in teaching within the same grade, building, or discipline as the probationary bargaining unit member. It shall be the duty of the mentor to assist and counsel the probationary bargaining unit member in acclimating to the teaching professional and the school system. The mentor shall not be involved in the evaluation of the probationary bargaining unit member.
- C. Each bargaining unit member shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the bargaining unit member's request, accompany the bargaining unit member in this review. Each bargaining unit member's personnel file shall contain the following minimum items of information:
 - a. all bargaining unit member evaluations;
 - b. bargaining unit member certification;
 - c. a transcript of academic records;
 - d. tenure recommendation.

No material may be placed therein without allowing the bargaining unit member an opportunity to file a response thereto, and said response shall become part of said file.

ARTICLE XIV – PROTECTION OF BARGAINING UNIT MEMBERS

- A. Any case of assault upon a bargaining unit member shall promptly be reported to the Board or its designated representatives. The Board may provide legal counsel if it is determined that the bargaining unit member has acted within the scope of Board policy and shall render all reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities.
- B. Bargaining unit members shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence of duty for any damage or loss to person or property.
- C. The Board recognizes its responsibility to give support and assistance to bargaining unit members with respect to the maintenance and control and discipline in the classroom. Bargaining unit members also recognize their responsibility to give support and assistance to the administration in the maintenance of control and discipline.
- D. Any reprimand will be given in writing within thirty (30) days of the actual reprimand meeting.

ARTICLE XV – NEGOTIATION PROCEDURES

- A. At least sixty (60) days prior to expiration of this agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of bargaining unit members employed by the Board.

ARTICLE XVI – PROFESSIONAL GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this contract.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. The termination of services, failure to re-employ or discipline any probationary bargaining unit member.
2. Any matter involving evaluation.
3. The term of service or failure to re-employ any bargaining unit member to a position on Schedule B.
4. Layoff, Recall, Assignment, or placement
5. Matters which are prohibited subjects of bargaining.

It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

- B. The Association shall designate one K-4, one 5-8 and one 9-12 representative to handle grievances when requested by the grievant(s). These names shall be filed with the Superintendent prior to September 30. The Board hereby designates the principal to act as its representative at Level One as hereinafter described and the Superintendent or his/her/their designated representative to act at Level Two as hereinafter described.
- C. The term “days” as used herein shall mean calendar days. Days falling within Christmas and spring vacations shall not be counted.
- D. Written grievances as required herein shall contain the following and be filed on Form B. (Grievance Report Form):
1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this contract (or the written board policy) alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.
- E. LEVEL ONE – A bargaining unit member(s) believing himself or herself wronged by an alleged violation of the express provisions of this contract (or written board policy) shall within five (5) days of its alleged occurrence orally discuss the grievance with the principal in an attempt to resolve same. If no resolution is obtained within five (5) days of the discussion, the bargaining unit member(s) shall notify the principal in writing of his/her/their intent to reduce the grievance to writing and proceed within five (5) days of written intent to Level Two.

LEVEL TWO – A copy of the written grievance shall be filed with the Superintendent or his/her/their designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his/her designated agent shall arrange a meeting with the grievant(s) and/or, if the grievant desires, designated Association representative to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his/her designated agent shall render his/her decision in writing, transmitting a copy of the same to the grievant(s), the Association Secretary and the principal, and placing a copy of same in a permanent file in his/her office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant or the Association, the grievant(s) may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the person in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

LEVEL THREE – Upon proper application as specified in Level Two, the Board shall allow the bargaining unit member(s) or his/her/their Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. The Board shall render its decision at the next regularly scheduled Board of Education meeting. The Board may hold future hearing(s) or otherwise investigate the grievance provided, however, that in no event except with express written consent of the Association shall a final determination of the grievance be made by the Board more than one regularly scheduled Board meeting after the initial hearing.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the principal, the grievant, and the secretary of the Association.

- F. Should a bargaining unit member fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred.
- G. The Association shall have no right to initiate a monetary grievance involving the right of a bargaining unit member or group of bargaining unit members without his/her or their express approval in writing thereon. Should a bargaining unit member fail to institute an appeal, all previously instituted grievances shall be barred.
- H. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a bargaining unit member or a participating association representative are to be at their assigned duty stations.
- I. If the Association is not satisfied with the disposition of the grievance at Level Three, it may within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator he/she shall be selected by the American Arbitration Association in accordance with its rules. Each party shall have the right to strike out arbitrators from the list as set forth in the American Association guidelines.
- J. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defense which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
- K. In the event the grievance is not settled prior to the hearing, the grievance may be tried before the arbitrator whose decision shall be binding upon both parties who agree that a judgment thereon may be entered in any court of competent jurisdiction.
- L. Notwithstanding the foregoing, the arbitrator shall not have the power to add to, modify, alter or amend, or subtract from the terms of this agreement. He/She shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he/she question the reasonableness of Board policy nor review non-renewal nor new assignments of extra duties for extra pay as outlined in Schedule B.

If any grievance award shall include back pay, his/her award shall not extend more than thirty (30) days prior to the date of the Level One conference unless such grievance is a clerical error.

- M. Once a grievance is filed, any similar grievance(s) shall be held in abeyance until the initial grievance is resolved.
- N. The costs of arbitration shall be borne equally by the parties except each party shall assume its own cost of representation.

ARTICLE XVII – MISCELLANEOUS PROVISIONS

- A. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual bargaining unit member contracts heretofore in effect. All future individual bargaining unit member contracts shall be made expressly subject to terms of this agreement. The provisions of the agreement shall be incorporated into and considered a part of the established policies of the Board.
- B. Copies of this agreement shall be provided in the following manner: 1) the Ashley Education Association will provide the original copy of the collective bargaining agreement; and 2) the Board will pay for copying and distribution of the agreement to the Board and to all bargaining unit members, now employed or hereafter employed by the Board.
- C. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void.
- D. Individual employee contracts for coaching will be distributed within ten (10) working days of the start of school or from the date hired by the Board and must be signed and returned within ten (10) days of receiving it.

ARTICLE XVIII –EMERGENCY FINANCIAL MANAGER

If an emergency financial manager is appointed by the State under PA 4 of 2011, fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

ARTICLE XIX – ACT OF GOD DAYS

- A. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county, or state health authorities shall be rescheduled to insure that there is a minimum of one hundred eighty (180) days of actual student instruction. Bargaining unit members will receive their regular pay for days that are cancelled but shall work on any rescheduled days with no additional compensation.
- B. The Board of Education shall not be required to cancel a “work day” (a day when bargaining unit members report but students are not in session such as an end of semester, grading or records day, parent-teacher conference day or an in-service day) or that portion of any day which is scheduled to be a partial “work day” even though students do not report. However, the Board may do so in its discretion.

- C. Total annual salary is based upon one hundred eighty-five (185) days of work during the entire school year regardless of whether the days actually worked are the same as originally scheduled or are different for those originally scheduled due to rescheduling.
- D. If within the time limits of this contract the law is modified to allow a number of "Act of God Days" to be excused without the loss of state aid, the parties will adopt the allowable number of days into this agreement not to exceed ten (10) days. Scheduled days of student instruction over the amount excused by law or ten (10), whichever is lesser, shall be rescheduled.
- E. Bargaining unit members will not be required to report for work when school is closed because of inclement weather but are required to report for work on the days that such are rescheduled. However, if conditions are considered mutually safe by the superintendent and AEA president, parent-teacher conferences and/or professional development may take place as scheduled.

ARTICLE XX – COMPLETION OF AGREEMENT

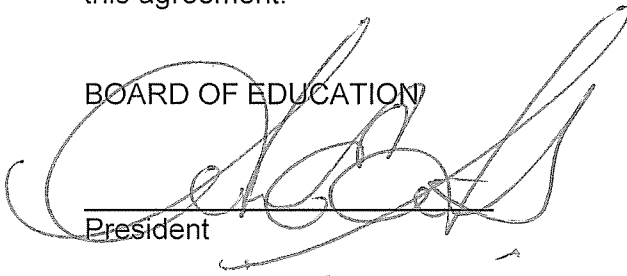
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXI – DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2013 and shall continue in effect for two (2) years until the 30th day of June, 2015. The Ashley Board of Education and the AEA agree to reopen the 2013-2015 contract, annually, on or about October 15, for the purpose of bargaining changes in compensation and benefits, including graduated advancement of staff on the the steps of the Salary Schedule. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. The Ashley Education Association agrees not to strike for the duration of this agreement.

BOARD OF EDUCATION

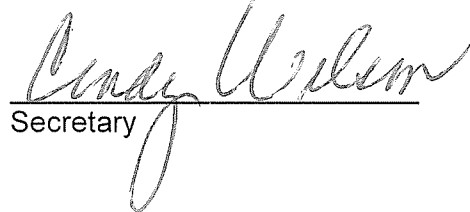
ASSOCIATION



President



President



Secretary



Secretary

ARTICLE XXII – SALARY SCHEDULE IMPLEMENTATION

- A. The Ashley Board of Education will pay an amount equal to all of the unused sick leave accumulated, up to a maximum of ninety (90) days, multiplied by \$15.00 per day to any bargaining unit member who, after having completed ten (10) years of service, terminates employment through voluntary retirement, forced retirement, or because of illness or death while under contract. The bargaining unit member may choose to have this amount put into a designated 403b plan or be paid the entire amount in a lump sum cash payment.
- B. Outside teaching experience in the U.S. may be allowed, up to a limit of five (5) years. In computing this allowance, Peace Corps and military service will be allowed at the rate of ½ service time to total not more than two (2) years. In no case shall a person be allowed more experience than actual years taught.
- C. INSURANCE PLAN A for employees needing health insurance: The parties agree that the AEA Plan A participants will make the following contributions for health care:

2013-14: AEA members will pay 20% of the 2013-2014 monthly health insurance premium.

For the purpose of paying premium contributions, the employer shall provide a qualified plan that complies with Section 125 of the Internal Revenue Code. This plan will permit premium contributions to be paid through payroll deduction with pretax dollars. All costs relating to the implementation and administration of benefits under the program shall be borne by the employer.

Health	MESSA Choices \$500/\$1000 IN Deductible \$1000/\$2000 OON Deductible Rx \$20/\$25/\$50 Saver Rx
Long Term Disability	70% of maximum eligible salary \$2,700 monthly maximum 90 calendar days – straight wait elimination period COLA – no
Life Insurance	Life volume requested \$30,000.00 Disability waiver will apply
Accidental Death & Dismemberment	Life volume requested \$30,000.00
Vision	VSP 3
Dental	80/80/80: \$1,000.00 annual maximum 80%: \$1,500.00 lifetime maximum (Class IV) Two cleanings per year No adult orthodontics

HEALTH INSURANCE PLAN B—For employees not needing health insurance: Those bargaining unit members who do not elect to take HEALTH INSURANCE shall be entitled to

fully-paid INSURANCE Plan B and a cash option through a qualified Section 125 of the Internal Revenue Code in the amount of \$395/month for the 2013-2014 contract.

Long Term Disability	70% of maximum eligible salary \$2,700 monthly maximum 90 calendar days – straight wait elimination period COLA – no
Life Insurance	Life volume requested \$30,000.00 Disability waiver will apply
Accidental Death & Dismemberment	Life volume requested \$30,000.00
Vision	VSP 3
Dental	80/80/80: \$1,000.00 annual maximum 80%: \$1,500.00 lifetime maximum (Class IV) Two cleanings per year No adult orthodontics

Bargaining unit members shall declare their intentions for coverage by the end of the first week of school and shall be filed on Form C (Insurance Selection Form).

- D. Part-time bargaining unit members who are half time or more shall receive insurance benefit premium in ratio to the amount of work time. Example: a half-time bargaining unit member receives half benefit premiums.
- E. The Board of Education will pay to the Michigan Public School Employees Retirement System on the part of each bargaining unit member whatever percentage the State requires of wages earned under this contract.
- F. Bargaining unit members will be paid an additional per diem rate for days and/or hours and/or minutes which they are required to work as part of the regular school year beyond one hundred eighty-six (186) days and/or seven (7) hours and twenty-six (26) minutes per day.
- G. Longevity – The Board agrees to pay a longevity premium of 5.09% of the base of the rail that the bargaining unit member is placed after fifteen (15) years of service and 10.18% of the base after twenty (20) years of service for all bargaining unit members hired on or before 3/26/01.

For bargaining unit members hired after 3/26/01, the Board agrees to pay a longevity premium of 3% of the base after fifteen (15) years of service, 6% after twenty (20) years of service and 10% after twenty-five (25) years of service in the district.

- H. The following regulations pertain to the placement of bargaining unit members on the salary schedule:
 - 1. All bargaining unit members who have a Masters Degree in Education earned after receipt of teaching certificate shall be placed on the Masters schedule.
 - 2. The BA+20 rail will apply to those bargaining unit members who have completed twenty (20) semester hours of credit on a Masters program, or thirty (30) or more graduate hours on a non-Masters degree program earned after receipt of teaching certificate.

- 3. Employees' anniversary date of pay will revert to the first day of the semester hire.
- I. Salaries shall be paid in twenty-six (26) equal pays, and all bargaining unit members will be paid using direct deposit.
- J. 1. For bargaining unit members with fifteen (15) years or more of service in the Ashley Community School System, the Board may provide funds for a retirement incentive as follows:

The Board shall make known to all bargaining unit members by April 15th of each year whether or not it will offer retirement incentives. If the Board decides to offer retirement incentives, it shall make known at this time (4/15) the maximum number of bargaining unit members for whom incentives will be offered and the amount of the incentive. Should more bargaining unit members choose to participate in the program than what the stipulations would allow, selections shall be made by the Board based on seniority at Ashley Community Schools.

Participants under this Article will be required to submit an irrevocable letter of resignation effective June 30 of that year.

- 2. In the event a bargaining unit member (with fifteen (15) years of service at Ashley Community Schools) retires from the Ashley Community Schools who is eligible for full benefits under the Michigan Public Schools Retirement System, or at the end of the school year during which he/she becomes eligible for full benefits, the bargaining unit member may be paid as follows:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
25 THROUGH 30	\$10,000
31	\$ 8,500
32	\$ 6,500
33	\$ 5,500
34	\$ 3,500
35 or more	- 0 -

A bargaining unit member who receives compensation through the early retirement program cannot draw unemployment compensation.

Retiree may select the method of payment. The method shall be in two (2) equal payments (one the year of retirement and the other the year after) either in the form of a 403b plan or cash option through a qualified Section 125 of the Internal Revenue Code.

SCHEDULE A

ASHLEY COMMUNITY SCHOOLS

2013-2014 Salary Schedule

Step	BA	BA+20	MA
0	\$ 31,282	\$ 32,189	\$ 33,096
1	\$ 32,846	\$ 33,799	\$ 34,917
2	\$ 34,410	\$ 35,408	\$ 36,737
3	\$ 35,974	\$ 37,018	\$ 38,557
4	\$ 37,538	\$ 38,627	\$ 40,378
5	\$ 39,102	\$ 40,236	\$ 42,198
6	\$ 40,667	\$ 41,846	\$ 44,018
7	\$ 42,231	\$ 43,455	\$ 45,838
8	\$ 43,795	\$ 45,065	\$ 47,659
9	\$ 45,359	\$ 46,674	\$ 49,479
10	\$ 46,923	\$ 48,284	\$ 51,299
11	\$ 48,487	\$ 49,893	\$ 53,120
12	\$ 50,051	\$ 51,503	\$ 54,940
13	\$ 51,615	\$ 53,112	\$ 56,760

Members hired on or before 3/26/01

Longevity 5.09% (15-20 Years)	\$ 1,592	\$ 1,638	\$ 1,685
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Longevity 10.18% (20+ Years)	\$ 3,185	\$ 3,277	\$ 3,369
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Members hired after 3/26/01

Longevity 3% (15-20 Years)	\$ 938	\$ 966	\$ 993
Longevity 6% (21-25 Years)	\$ 1,877	\$ 1,931	\$ 1,986
Longevity 10% (25+ Years)	\$ 3,128	\$ 3,219	\$ 3,310

2013-2014

- 0% Increase
- No Step Increase

SCHEDULE B

ASHLEY COMMUNITY SCHOOLS EXTRA CURRICULAR SCHEDULE

Coaches/advisors will be paid on the following schedule. Coaching/advising experience shall be defined as experience at the particular level in that particular sport/activity at Ashley.

Assignment	Experience		
	<u>1-2 Years</u>	<u>3-4 Years</u>	<u>5 or More Years</u>
<u>Sports Coaches</u>			
Varsity Football, Basketball, Volleyball	\$ 2,875	\$ 3,162	\$ 3,479
Varsity Baseball, Softball	1,725	1,897	2,087
JV FB, Basketball, VB, and Asst. Varsity FB	1,725	1,897	2,087
JV Softball, Baseball and Cheerleading	1,150	1,265	1,392
 <u>Club Sponsors</u>			
National Honor Society	\$ 350	\$ 400	\$ 450
Student Council	500	550	605
Play Director	500	650	715
Jr. High Quiz Team	500	540	584
High School Quiz Team	500	650	715
Both Quiz Teams (1 person)	1,100	1,200	1,300
 <u>Band</u>			
Marching, Concert, Pep Bands	\$ 1,000 flat fee		
Summer Band, Band Camp	\$ 100 per day up to 5 days		
 <u>Class Sponsors</u>			
Grades 7-8	\$ 287		
Grades 9-10	325		
Grades 11-12	725		
 <u>Academic Coaching</u>			
Honors Music	\$ 100		
Science Olympiad, Fine Arts	200		
Computers, Language Arts	300		
Talent Revue, Model UN, Forensics, Debate	400		
 <u>Other</u>			
Drivers Education	\$ 20 per hour		
Homebound Teaching (when approved)	\$ 20 per hour		
Summer School	\$ 20 per hour		

Any coaches/advisors that are not bargaining unit members will be paid a flat rate that will be established by the Board of Education.

All coaches will be paid half their coaching salary mid-season and the other half at the end of their season after all equipment, evaluations, etc. are completed to the satisfaction of the Athletic Director.

Definition of "successful completion" for coaches:

1. Coaching self-evaluation completed;
2. Student surveys distributed, completed, and collected;
3. Conference with A.D. or supervisor of A.D. for administrative evaluation of coach;
4. Completed inventory of equipment and uniforms;
5. Completed request of items needed for the next school year/budget;
6. Individual employee contracts for coaching will be distributed within ten (10) working days of the start of school or from the date hired by the Board and must be signed and returned within ten (10) days of receiving it.

Ashley Community Schools
2013-2014
CALENDAR
School Hours - 8:00 a.m 3:00 p.m.

				Student Days	Teacher Days
Aug.	28 29	Wednesday Thursday	Teacher – Professional Development Day Teacher – Professional Development Day	0	2
Sept.	3 30	Tuesday Monday	½ day students - 11:30 am dismissal - PD in p.m. Teacher Professional Development Day	19	20
Oct	16 31	Wednesday Thursday	½ day students - 11:30 am dismissal - PD in p.m. Halloween	23	23
Nov.	1 7 8 15 28/29	Friday Thursday Friday Friday Thurs/Fri	End of 1 st marking period ½ day students - 11:30 am dismissal - P-T Conference ½ day students - 11:30 am dismissal - PD in p.m. No School – Safety Day Thanksgiving Break	18	19
Dec.	20	Friday	Holiday break begins at end of day	15	15
Jan.	6 16/17	Monday Thurs/Fri	School resumes ½ day students - 11:30 am dismissal - Semester Exam	20	20
Feb.	17 27	Monday Thursday	No School - President's Day ½ day students - 11:30 am dismissal - P-T Conference	19	20
Mar	12 21 28	Wednesday Friday Friday	½ day students - 11:30 am dismissal - PD in p.m. End of 3rd marking period Spring Break begins at end of day	20	20
Apr.	7 18	Monday Friday	School resumes No School - GOOD FRIDAY	17	17
May	21 26 28	Wednesday Monday Wednesday	Senior Swing out No School - Memorial Day Graduation	21	21
June	10 11 11 11	Tuesday Wednesday Wednesday Wednesday	½ day students - 11:30 am dismissal - Semester Exams ½ day students - 11:30 am dismissal - Semester Exams Last day for students Last day for teachers	8	8
TOTAL:				180	185