Master Agreement
Between
AuGres-Sims
Education Association

and

AuGres-Sims
Board of Education

2011-2014

Approved by the Board of Education October 17, 2011

Table of Contents

Article I: Recognition	3
Article II: Association and Teacher Rights	3
Article III: Rights of the Board	4
Article IV: Professional Dues or Fees and Payroll Deductions	5
Article V: Teaching Assignment	5
Article VI: Standard of Employment	8
Article VII: Leaves of Absences	8
Article VIII: Professional Improvement	10
Article IX: Grievance Procedures	11
Article X: Fringe Benefits	13
Article XI: Compensation	14
Article XII: Emergency Financial Manager	16
Article XIII: Duration of Agreement	16
Article XIV: Waiver Clause	16
Appendix A. Letter of Agreement	17

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

This agreement, entered into this 17th day of October, 2011 by and between the Board of Education, AuGres-Sims School District, AuGres, Michigan, hereinafter called the "Board," and the AuGres-Sims Education Association, hereinafter called the "Association."

Article I: Recognition

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

Article II: Association and Teacher Rights

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

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

Article V: Teaching Assignment

- A. All teachers shall be given 30 minutes duty-free lunch period. 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.
- B. The normal secondary teaching assignments will consist of not more than five (5) assigned classes, one conference period, and up to one (1) seminar class. A class is defined as the district's course description as listed in the "Course Description" handbook. If the scheduled day is five (5) assigned classes, one (1) conference period and up to one (1) seminar, the district shall strive to duplicate at least one of the other assigned classes. If the scheduled day is more than five assigned classes, one (1) conference period, and up to one (1) seminar, the district shall duplicate one of the other assigned classes. An assigned class will be defined as one class per scheduled instructional period. If a teacher accepts a teaching assignment during a conference period, the rate of pay will be \$30.00 per class period worked.
- C. Secondary counselors and librarians who are assigned as full time counselors or librarians will not be assigned conference periods, and therefore would not receive compensation under this section. If a full time counselor or librarian teaches a class, he/she will be given a conference period.
- D. A forty (40) minute teacher meeting shall occur twice monthly.

- E. Teacher shall, according to their professional responsibility, make themselves available for consultation with students and/or parents at times prearranged by the involved parties.
- F. Class sizes as listed below will be in accordance with the official fall count for the first semester and the official spring count for the second semester.
 - 1. Elementary (K-6):

K - 1
28 students
2 - 3
30 students
4 - 6
33 students
Combination Grades – 25 students
Special Education – In accordance with State regulations.

2. Secondary (7-12)

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

English 30 Students
Social Studies 30 Students
Mathematics 30 Students
Language Arts 30 Students
Science (Non-Laboratory) 30 Students
Science (Laboratory) 24 Students
Physical Education 45 Students

Band Director's discretion

- G. Class overages will be paid at a rate of \$1.00 for secondary students and \$3.00 for elementary students. The method for determining class overages will be made using the enrollment number on the first, middle, and last day of the marking period to determine the average class size. Compensation for overages will be based on the 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 grade levels will receive payment if the total number of students exceeds the contractual limit of the highest grade level assigned.
- H. Lesson plans will be made out weekly, to provide a guide for the substitute teacher.
- I. All teachers may be assigned to a maximum of fifteen (15) hours of extracurricular activities relevant to their teaching duties. These activities are to include School Improvement meetings, Curriculum Committee meetings, professional development training and workshops. Student Assistance Program meetings, special activities and events. Parent-Teacher organization meetings, SCAN meetings, Attendance Appeal Committee meetings, graduation, and detention.

- J. 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.
- K. Elementary teachers will have a 30 minute duty-free lunch period as stated in Article V-A. This lunch period will coincide with their students' lunch period.
- L. 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.
- M. Elementary teachers will receive 225 minutes of preparation time per full week with the understanding that should financial conditions necessitate a cutback in the school curriculum and school programs, the above elementary preparation time will be cut back, but only after all non-academic areas (not to include basic transportation) have been considered and reduced to a level which is warranted by the financial conditions existing as determined by the Board, and a further cutback of academic program must be made.
- N. A teacher may volunteer to be a class sponsor. A teacher who volunteers will remain with that class for two years. If there are not enough volunteers, all high school and middle school teachers who are not class sponsors will have their names placed in a drawing pool. The union president will draw enough names out of the pool to cover the class sponsorship for a period of one year. No teacher shall be required to chaperone a senior trip.
- O. Department chairpersons may be chosen from applicants to oversee the entire K-12 curriculum in certain academic areas. The department chair positions may be jointly chaired by qualified applicants if money is available. Likely areas for which department chairs may be established are math/computer science, language arts, science, social studies, and mandated committees, not necessarily all in one year. Each department chair will be paid \$650.00 for assuming the position for one school year. These people will not be given extra conference periods during the school year.
- P. Serving as a mentor teacher is completely voluntary.
- Q. In the event new classes are added to the schedule, the affected teacher and/or departments 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 the preceding school year.

Article VI: Standard of Employment

- A. Any teacher working beyond a continuing certification in subjects that relate to his/her teaching assignment or that will relate to his/her major or minor fields of study identified on his/her teaching certificate will be reimbursed by the Board of Education subject to the approval of the principal and superintendent. The rate of reimbursement shall be eighty percent (80%) of actual tuition charges up to thirty (30) credit hours. The Board will reimburse a maximum of six (6) credit hours per five (5) year period for credits earned beyond thirty (30) credit hours. Teachers must show proof of successful completion of approved courses before being reimbursed.
 - 1. Approval must be first granted by the principal and superintendent prior to taking a course.
- B. The performance of all teachers shall be evaluated in accordance with the Revised School Code, (Articles 1248 & 1249). View at: http://legislature.mi.gov/doc.aspx?mcl-act-451-of-1976
- C. The teacher, on request, may review the contents of his personal file in the presence of the superintendent, principal, or designee. The file shall contain the following minimum items:
 - 1. TB report and medical information
 - 2. All teacher evaluation reports.
 - 3. Copies of individual annual contracts.
 - 4. A transcript of all academic records.
 - 5. Tenure recommendations.

Article VII: Leaves of Absences

- A. Teachers will receive ten (10) sick days at the start of each school year. 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.
 - 1. 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 absence cause by illness in the immediate family.
 - 1. To qualify for the sick leave bank, a teacher must have been in the system for a period of two (2) years. Teachers who have had previous teaching experience for a minimum of five (5) years shall be granted eligibility after one (1) year in the system. All personal leave and sick leave shall have been exhausted before a teacher may qualify for sick bank.
 - 2. At the time 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 as equal number of full days until the total is above fifty (50).
 - b. Any employee on sick leave may apply to participate in the sick bank by filing an application in the Superintendent's office.
 - c. A maximum of thirty (30) days may be granted per appeal from the bank.
 - d. Persons withdrawing sick bank day 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. When an employee is called for jury duty, he/she shall receive for that day or days, the pay difference between his/her daily teaching salary and the pay for jury duty. The employee will keep the mileage portion of his/her jury pay.
- 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.
 - Personal leave days shall not be used for recreational purposes, shopping, or monetary gain.
 - c. Personal leave days shall be available for use for family related events when such events 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 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 VIII: Professional Improvement

A. The school district will endeavor to provide opportunities to teachers for professional improvement. Provisions for teacher attendance will depend upon the financial resources of the school district at the time of the conference. Travel, meals, registration fees and lodging are deemed reasonable expenses that will be paid by the school district to the teacher. Also, the cost of a substitute teacher will be borne by the school district. Lodging expenses shall be approved by the Superintendent prior to attending conferences. Meal costs shall not exceed \$25.00 per day.

- B. The Administration reserves the right to limit the number of teachers planning to attend a conference.
- C. A teacher must pay membership fees, if any, in order to be eligible to attend teacher conferences in his/her area of teaching, unless waived by the district.
- D. A teacher attending a conference of more than one day in length shall submit a written summary of the conference, along with any available conference distributions to any interested teacher or administrator requesting the information.

Article IX: Grievance Procedures

A. *Definition:* A grievance shall mean an allegation by a teacher in the bargaining unit that there has been to him/her a violation, misinterpretation, or inequitable application of a specific provision of this Agreement, except that the term "grievance" shall not apply to any matter as to which a method of review is prescribed by the Tenure Act.

B. Procedure:

- 1. If a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal within five (5) working days.
- 2. If, as a result of the informal discussion with the building principal the grievance still exists, the teacher or the Association may fill out a grievance form and give it to the principal within five (5) working days.
- 3. Within five (5) working days after receiving the grievance form, the principal shall meet with the Association Grievance Committee and teacher regarding the grievance. The principal shall indicate his disposition of the grievance in writing, also within five (5) working days following this meeting.
- 4. If the Association is not satisfied with the disposition of the grievance, the grievance shall then be transmitted to the superintendent within five (5) working days after receiving the disposition from the building principal.
- 5. Within seven (7) days the superintendent shall meet with the Association Grievance Committee and teacher. The superintendent shall indicate his disposition of the grievance in writing within five (5) working days.
- 6. If the Association is not satisfied with the disposition of the grievance by the Superintendent, the grievance form is then transmitted to the Board of Education within five (5) working days.
- 7. The Board, within fifteen (15) working days, shall hold a hearing with the Association Committee and teacher concerning the grievance. The hearing shall be closed at the teacher's request. The disposition of the grievance by the Board shall be made in writing no later than ten (10) working days after the hearing.

- 8. Arbitration: 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.
 - 4. The arbitrator's power shall be limited to deciding whether the Employer has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
 - 5. The arbitrator shall have no power to decide any questions which, under this Agreement, is within the responsibility of the Employer to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - There shall be no appeal from an arbitrator's decision if within the scope
 of his/her authority as set forth above. It shall be final and binding on the
 Association, its members, the employee or employees involved and the
 Employer.
 - 7. The fees and expenses of the arbitrator shall be the responsibility of the party seeking arbitration.

- B. Claim for Back Pay: The Employer shall not be required to pay back wages accrued more than 25 days prior to the date a written grievance is filed.
 - All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.
 - 2. No decision, in any one case, shall require a retroactive wage adjustment in any other case.
- 9. Failure of the employee or the Union to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed a withdrawal of the grievance and acceptance of any response provided by the Employer. Failure of any representative of the Employer to respond at any level within the time lines specified shall enable the Union to appeal to the next level of the grievance procedure within the designated time lines.
- 10. The content of any job description or evaluation shall not be a subject for arbitration. The qualifications, certifications and/or licenses required for any position shall not be a subject for arbitration. The performance expectations established for any position shall not be a subject for arbitration.

Article X: Fringe Benefits

- A. Payroll deductions for the AuGres-Sims Teacher's Education Association shall be made by the administrative office.
- B. 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.
- C. 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.
- D. 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.
- E. Health insurance is as follows:

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

- F. 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.
- G. Employees' may elect to add Short Term Disability coverage at their own expense.
- H. An annual increase in the health insurance premiums greater than 5% will result in a contract reopener for wages and benefits. During the negotiation process, the district and teachers would share equally in the increased cost of health insurance premiums.
- 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.
- J. Teachers electing not to take Plan A of health insurance may choose Plan B with a 20% co-pay.
- K. Teachers who do not select either Plan A or Plan B, will receive a \$1,000 cash payment in lieu of insurance.
- L. Teachers who are laid off in June will continue to receive health insurance benefits until August 31 of that same year.
- M. The AuGres-Sims Board of Education will be the policy holder for all employee insurance.

Article XI: Compensation

A. SALARY SCHEDULE:

Bachelors Degree		Masters I	Degree
Step	<u>2011-2014</u>	Step	2011-2014
1	32,373	1	34,598
2	33,931 35,714	2 3	36,379 38,161
4	37,311	4	40,007
5	38,552	5	41,477
6	40,717	6	44,141
7	42,949	7	46,759
8	45,215	8	49,192
9	47,446	9	51,293
10	49,702	10	53,164
11	50,804	11	55,545

- B. All MEAP bonus payments earned in previous contracts are null and void as agreed to during negotiations.
- C. Teachers will receive an additional personal day if the cumulative total of the districts MEAP scores are 35 or more points above the state average.

D. AGSEA members will share equally in 15% of the districts fund equity growth as determined by the financial audit beginning June 30, 2012. This 15% share will be based on the highest attained fund balance during the term of this contract. If the fund balance (net) growth exceeds \$45,000 in any contract year, a contract re-opener will occur regarding this area of the contract only. Any fund growth payment will be made on the first scheduled payroll in December. Only active AGSEA members will qualify for payment.

	active ACCEA members will quality for payment.	
E.	Extracurricular Salaries:	2011-2014
Е.	Band	\$1,885.00 \$200.00 \$200.00 \$325.00 \$325.00 \$200.00 \$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 AuGres-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.

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

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 XII: 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 XIII: Duration of Agreement

This agreement shall become effective October 17, 2011 and continue in full force and effect to and including the day after the last day of student instruction of the 2014 school year.

Article XIV: Waiver Clause

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

In witness thereof, the parties have executed this Agreement by their authorized representatives on October 17, 2011.

For the Association	For the Board of Education	
Michael Fields, President	Anne E. Doriean, Superintendent	
Holly Gordon	Douglas Furtah, President	
Elizabeth Kernstock	Heather Garry, Vice-President	
Beth Anderson	Eric Forton, 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.