

4279

6/99

MASTER AGREEMENT

BETWEEN

AUGRES-SIMS  
EDUCATION ASSOCIATION

AND

AUGRES-SIMS  
BOARD OF EDUCATION

1997-1999

*Approved by the Board of Education September 1, 1998*

*Auther - Senior School*



AGREEMENT BETWEEN  
AUGRES-SIMS SCHOOL DISTRICT  
AND THE  
AUGRES-SIMS EDUCATION ASSOCIATION  
1997-99

This agreement, entered into this 1st day of September, 1998 by and between the Board of Education, AuGres-Sims School District, AuGres, Michigan, hereinafter called the "Board," and the AuGres-Sims Education Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

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

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

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



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

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

### ARTICLE III

#### RIGHTS OF THE BOARD

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



## ARTICLE IV

### PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

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

## ARTICLE V

### TEACHING ASSIGNMENT

- A. All teachers shall be given 30 minutes duty-free lunch period.
- B. The normal teaching assignment will start at 8:00 a.m. and conclude at 3:20 p.m.
- C. The normal high school teaching assignments will consist of six assigned classes, of which one shall be a duplicate of one of the first five assigned classes, one conference period, and one seminar period. If a teacher accepts a teaching assignment during a conference period, the rate of pay will be \$20.00 per class period.
- D. Secondary counselors and librarians who are assigned as full time counselors or librarians will not be assigned conference periods, and therefore would not receive compensation under this section. If a full time counselor or librarian teaches a class, he/she will be given a conference period.
- E. A twenty (20) minute teacher meeting shall occur weekly.





- F. Teachers shall, according to their professional responsibility, make themselves available for consultation with students and/or parents at times prearranged by the involved parties.
- G. Class sizes as listed below will be in accordance with the Fourth Friday count for the first semester, and the official class count on the second Friday of the second semester.

1. Elementary (K-6):

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

Combination Grades - 25 students

Special Education - In accordance to State regulations.

2. Secondary (7-12):

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

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

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

1. Temporary, Part-Time Teachers:

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



- a. Any such employment will be as a temporary, part-time, at-will employee who will not be included within this bargaining unit. The length of employment in this capacity will be on an "as needed" basis but will not exceed one school year without written approval of the Association. The employment of such a temporary, part-time teacher will be terminable at the will of the Board. The temporary teacher will not be covered by any of the terms of this Agreement.
  - b. The purpose for employment of a temporary, part-time teacher would be to address class size overload situations at the elementary or secondary level which do not warrant the hiring of a regular teacher. The employment of a temporary, part-time teacher will not serve as a replacement for hiring a regular full-time teacher when enrollment and/or curriculum needs may warrant the addition of a permanent staff member.
  - c. A temporary, part-time teacher may also teach one or two classes which enrich the District's curriculum, but for which no staff is presently certified or available. However, part-time employment will not exceed four (4) teaching class periods in grades 7 through 12, or three and one-half (3.5) clock hours for grades K-6.
  - d. No regular, full-time teacher will be laid off due to the employment of a temporary, part-time teacher.
  - e. Any temporary, part-time teacher will be certified provided a qualified certified teacher is available. If no qualified certified teacher is available, a non-certified teacher may be employed under a Department of Education permit.
  - f. *Item E* is not intended to apply to or affect employment of any teacher employed pursuant to Section 380.1233b of the Michigan School Code.
  - g. Any temporary, part-time teacher employed pursuant to this section will receive a rate of pay using the base (BA/BS) scale or (MS/MA) scale, as appropriate to their degree. Part-time teachers will be paid on a prorated basis, to the normal teaching load to which he/she is assigned. Such proration shall include preparation time. The temporary, part-time teacher will not receive any insurance benefits or other benefits under this Master Agreement. The temporary, part-time teacher will not accrue seniority in the bargaining unit.
- I. Lesson plans will be made out weekly, to provide a guide for the substitute teacher.
  - J. All teachers may be assigned to a maximum of twenty-five (25) hours of extracurricular activities relevant to their teaching duties as directed by the administration.



- K. All teachers may be given, if possible, their assignments for the forthcoming year by the last day of school. If the Board or its agent determines to change a teacher's assignment after the last day of school, the teacher will be informed as soon as feasible.
- L. A teacher will be assigned to areas that he or she is qualified to teach as defined in the *Layoff and Recall Procedures*. If the teacher refuses this assignment, he or she will be released from tenure and contract obligations without prejudice.
- M. Elementary teachers will have a 30 minute duty-free lunch period as stated in *Article V, Section B*. This lunch period will coincide with their students' lunch period. Elementary teachers will receive one library period per week of at least 30 minutes.

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

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

## ARTICLE VI

### STANDARD OF EMPLOYMENT

- A. Any certified teacher starting new in the school system may, at the discretion of the



Board of Education, receive up to five (5) years salary credit for teaching experience outside the AuGres-Sims School District.

B. Any teacher working beyond a continuing certification in subjects that relate to his/her teaching assignment or that will relate to his/her major or minor fields of study identified on his/her teaching certificate will be reimbursed by the Board of Education subject to the approval of the principal and superintendent. The rate of reimbursement shall be eighty percent (80%) of actual tuition charges. The maximum credits for reimbursement will not exceed 30 credit hours. Teachers must show proof of successful completion of approved courses before being reimbursed.

1. Approval must be first granted by the principal and superintendent prior to taking a course.
2. If a person wishes to be reimbursed for administrative credits, he/she must have at least 15 hours in administration beyond the 18 hours for a continuing certificate. (Administrators fall under Part 1.)
3. All previously approved programs will be honored.

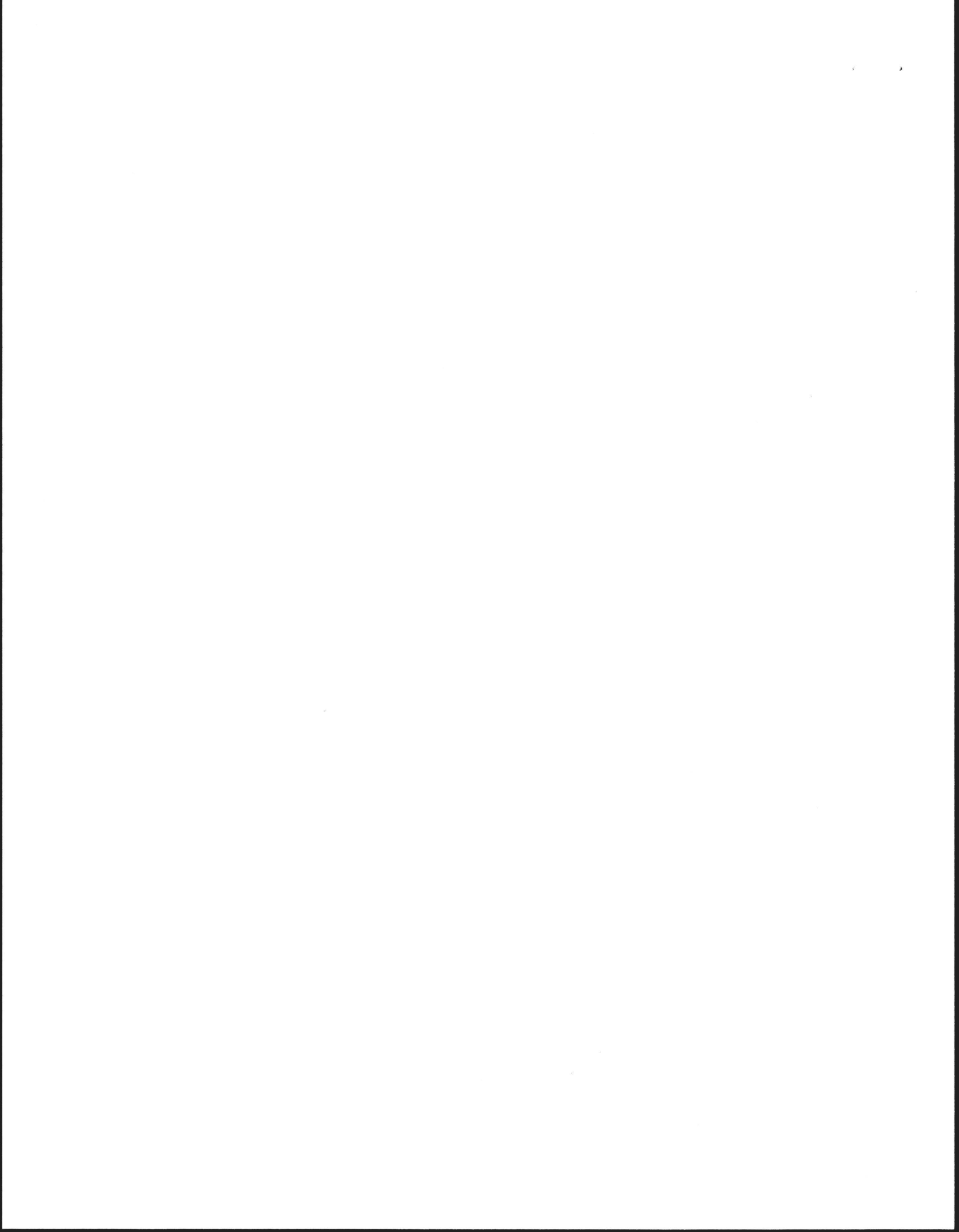
C. The performance of all teachers shall be evaluated in writing by the administration. Probationary teachers shall be evaluated at least three (3) times during the school year, no less than twenty (20) days following the teacher's commencement of service, no later than two (2) weeks after the close of the first semester, and no later than 60 days prior to the end of the year.

Tenured teachers shall be evaluated by the administration at least once every two (2) years. Tenured teachers shall be evaluated using the evaluation tool mutually developed and agreed upon by the Administration and the Association attached as Appendix A. The evaluation will consist of:

1. Written statement by Administration within ten (10) days of evaluation.
2. Personal conference following receipt of the written statement.
3. Written statement signed by the administration and the teacher who will receive a written copy of the evaluation.
4. Unsatisfactory evaluations must list deficiencies and also provide a written planned program to correct those deficiencies.

D. The teacher, on request, may review the contents of his personal file in the presence of the superintendent, principal, or designee. The file shall contain the following minimum items:

1. TB report and medical information.





2. All teacher evaluation reports.
3. Copies of individual annual contracts.
4. A transcript of all academic records.
5. Tenure recommendations.

## ARTICLE VII

### LEAVES OF ABSENCES

- A. Teachers will receive ten 10 sick days at the start of each school year, accumulative to 100 days. If a teacher is hired after school commences, sick days will be prorated from date of hire. If there is evidence of sick leave abuse, the Board of Education may demand a physician's statement indicating the employee's illness. Failure to do so will result in loss of pay.
1. A teacher will be paid \$15.00 per day for unused sick leave over 100 days. Maximum reimbursement per teacher per year is \$150.00.
  2. Of the 10 sick days per year allowed in *Section A.*, five (5) may be used for immediate family illness. These five (5) days are non-accumulative.
  3. A teacher may borrow sick days against next year's sick days to a maximum of ten (10) per year.
- B. For any injury occurring during the course of officially assigned work, the employee will be granted a leave of absence during recuperation, to a maximum of one (1) calendar year.
- The employee will use either sick leave benefits or Workman's Compensation benefits. As of January 1, 1982 employees cannot be paid by both employer and state.
- C. When an employee is called for jury duty he/she shall receive for that day or days, the pay difference between his/her daily teaching salary and the pay for jury duty. The employee will keep the mileage portion of his/her jury pay.
- D. The employee will have a maximum of three (3) bereavement days per occurrence per year for a death in the immediate family; spouse, mother, father, guardian, child, brother, sister, parent-in-law, brother-in-law, sister-in-law, grandparents, grandchildren. Additional days may be granted by the superintendent.



E. Personal Business Days:

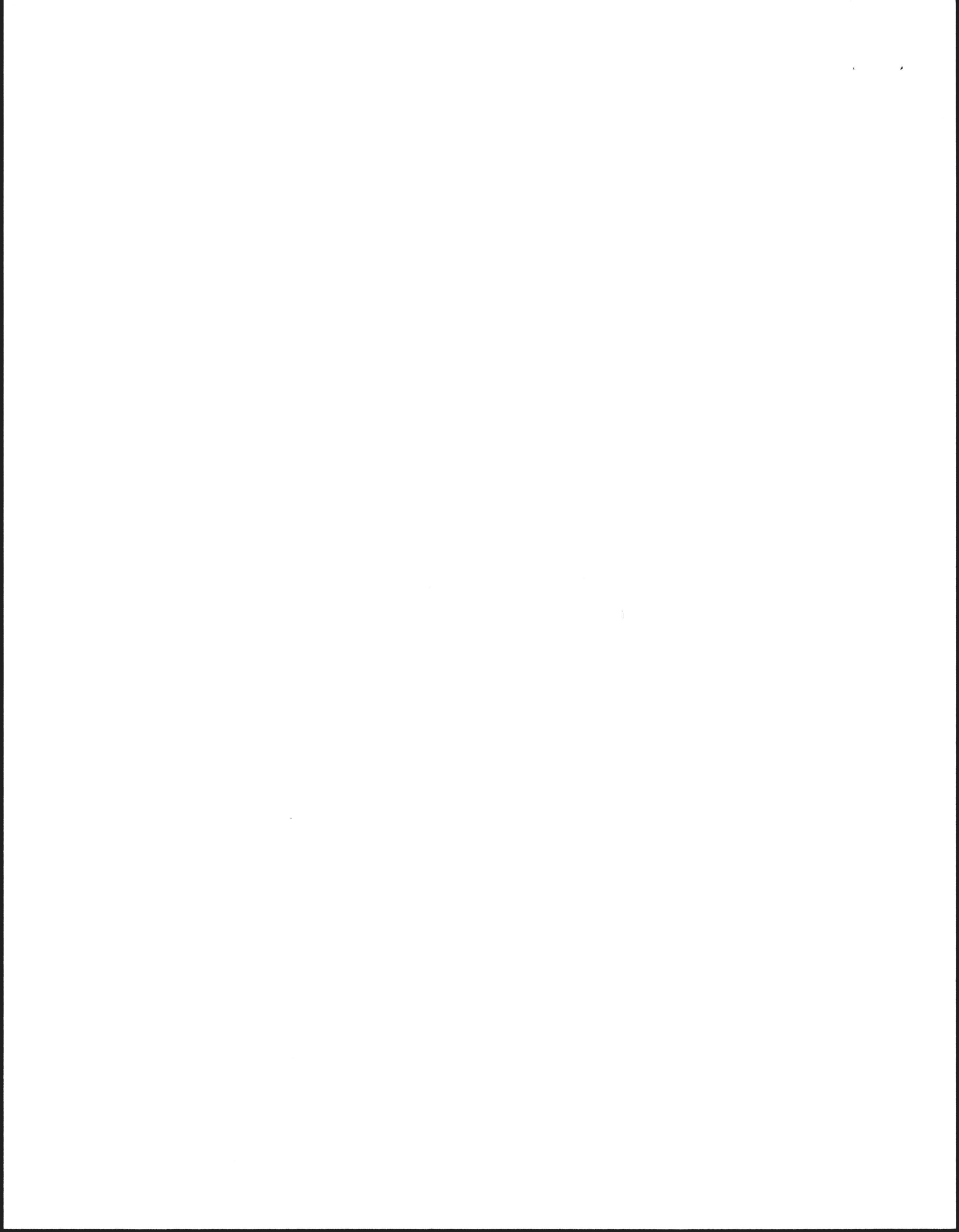
1. Personal business days shall be earned at the rate of two (2) per year for tenured teachers, accumulative to a maximum of three (3) days. In any circumstances, there may be no more than three (3) personal business days granted in one year.
2. Personal business days for non-tenured teachers shall be earned at the rate of one (1) per semester, accumulative to a maximum of three (3) days per year.
3. A request for personal business days shall be submitted one week in advance. Exceptions shall be granted in emergency situations. Request may be granted by the superintendent or administrator in charge at the time of the request.
4. The following restrictions will be placed on the use of these days:
  - a. Requests for personal business days in the months of May and June may be granted by the superintendent, based on the circumstances of each request.
  - b. Personal business days may not be granted a day before or immediately following a scheduled vacation period.

- F. Any teacher requesting a leave of absence from the Board of Education may be granted a leave, not to exceed one year. Also, any leave granted by the Board of Education shall have a beginning date and an ending date.

## 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.
- 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 expresses an alleged violation of the express terms of this contract.
- 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. If no resolution is found, the grievance is then submitted to mediation before an impartial mediator as chosen by the Michigan Employment Relations Commission and will be subject to all the rules then stipulated by the Commission.



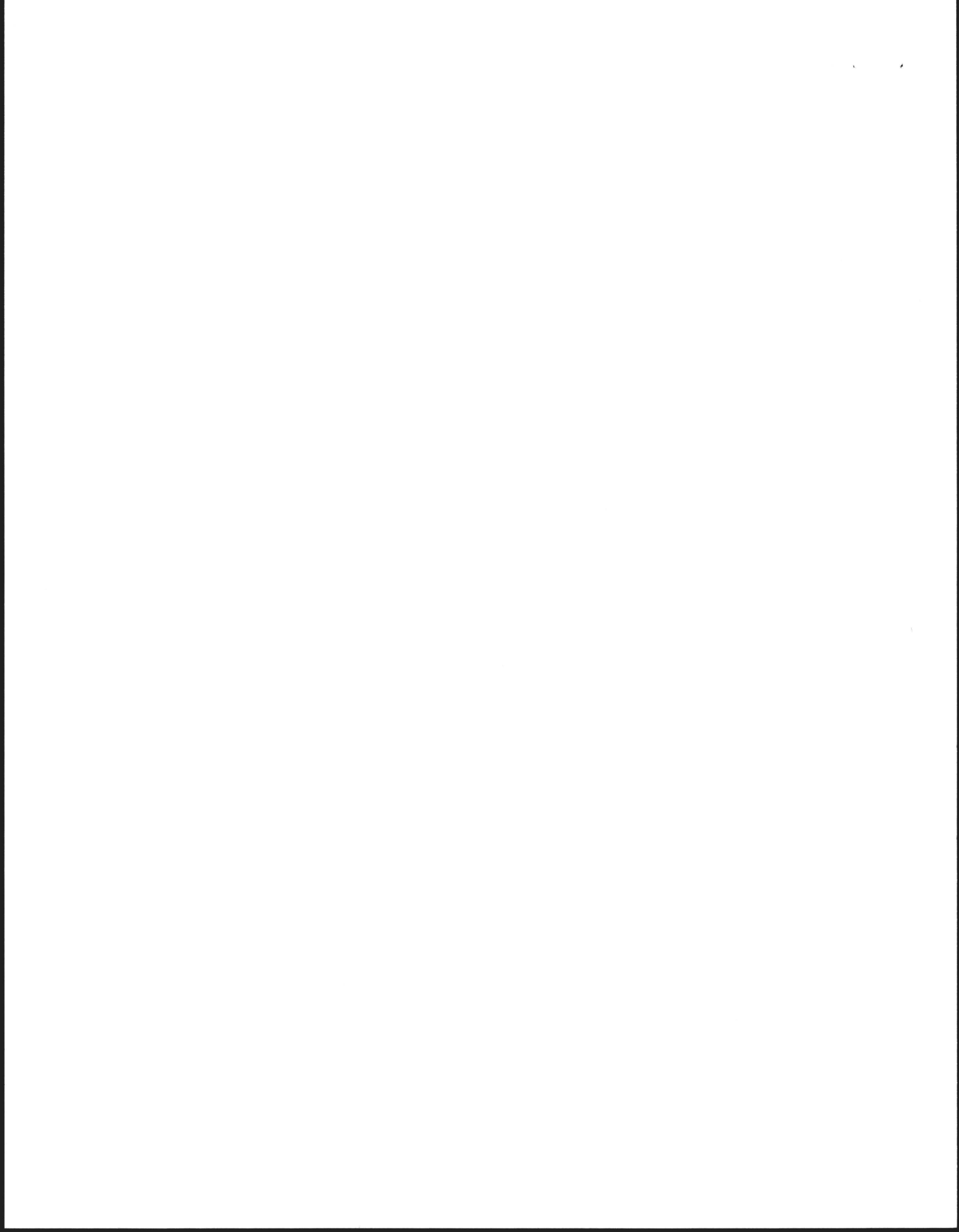
## ARTICLE X

### LAYOFF AND RECALL PROCEDURES

- A. Seniority: New employees hired into the unit shall be considered as probationary employees as prescribed by the Tenure Act.
1. The term "*seniority*," as hereinafter used, shall be defined as the length of continuous service with the AuGres-Sims Board of Education.
  2. Leaves of absence granted pursuant to this contract shall not constitute an interruption of continuous service. Teaching experience outside of the district will not be considered for the accumulation of seniority.
  3. Any teacher who is granted tenure shall have seniority from the last date of hire.
  4. Necessary Reduction of Personnel: Layoff:

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

- a. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the educational program and curriculum.
- b. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed, the following procedure will be used:
  - (1.) Probationary employees will be laid off first when any *tenured* teacher who has acquired seniority and whose position has been curtailed, is certified and qualified to perform the services of the probationary teacher.
  - (2.) Tenured teachers in programs being reduced or eliminated will be laid off on the basis of certification, qualification and seniority. It is expressly understood that the Association shall have a right to the layoff list prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon within not more than seventy-two (72) hours after the termination of the meeting requesting review of the list.
  - (3.) For the purpose of this Article, "*qualified*" shall be defined in the following manner:





- (a.) For placement in a K-6 grade level elementary position, a new teacher hired after June, 1983 is qualified if he/she has elementary certification and a minimum of six (6) semester hours credit in elementary reading methods.
- (b.) For placement in a 7th or 8th grade position, a new teacher hired after June, 1983 is qualified if he/she has a major, minor, or 20 semester hours in the subject area.
- (c.) For placement in a 9th to 12th grade teaching position, a teacher shall be qualified for teaching in the subject area based upon certification; majors, minors, and seniority.

c. In the event that more than one individual has the same effective date of hire after 5. b. (1.), (2.), and (3.) above have been followed, the Employer shall then use his/her discretion.

B. Recall:

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

## ARTICLE XI

### FRINGE BENEFITS

- A. Payroll deductions for the AuGres-Sims Teacher's Education Association shall be made by the administrative office.
- B. 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. MESSA PAK; Super Care I premiums will be paid by the AuGres-Sims School District for the life of this Master Agreement. MESSA PAK; Super Care I policy shall include the following:



MESSA PAK SUMMARY  
1998-99 RATES

PLAN A FOR EMPLOYEES ELECTING HEALTH INSURANCE: \$557.65

Health..... Super Care I (Includes \$5,000 Basic Term Life)  
Long Term Disability..... None  
Negotiated Life..... \$5,000 with AD & D  
Vision..... VSP-3  
Dental..... 100:75/50/50:\$1,500 (Class I & II maximums at \$1,000)

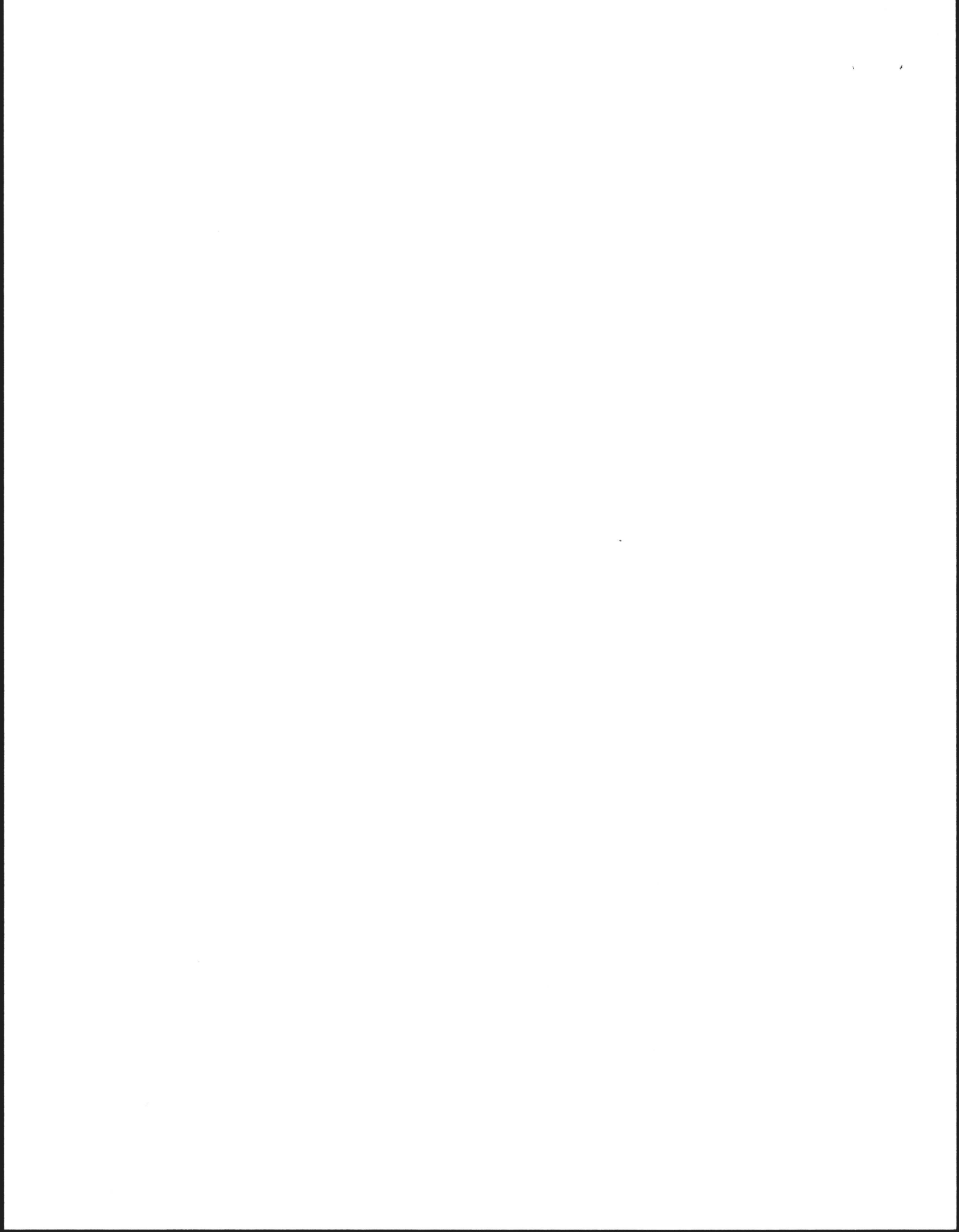
Plan Year: July 1 through June 30

PLAN B FOR EMPLOYEES NOT ELECTING HEALTH INSURANCE \$ 80.88

Long Term Disability..... None  
Negotiated Life..... \$10,000 with AD & D  
Vision..... VSP-3  
Dental..... 100:75/50/50: \$1,500 (Class I & II maximums at \$1,000)

Plan Year: July 1 through June 30

- D. 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.
- E. Teachers electing not to take Plan A of MESSA PAK, Super Care I may choose Plan B.
- F. Teachers who do not elect to take MESSA PAK, Super Care I Plan A may elect to take a one thousand dollar (\$1,000) cash option or one thousand dollar (\$1,000) cash payment in lieu of health insurance, commencing with the 1998-99 school year.
- G. The Board may bid out health insurance carriers for a reduction in premium costs on packages that have the same or improved coverage as MESSA PAK Super Care I Plan A and Plan B as shown in the 1993-94 contract. Any change in insurance carriers must be by mutual consent of the Board and the Association.



SUMMARY OF BENEFITS  
MESSA'S SUPER CARE I

BENEFITS FOR YOU:

*Underwritten by The Equitable Life Assurance Society of the United States.*

Life Insurance.....	\$5,000.00
Accidental Death & Dismemberment Insurance (AD & D).....	5,000.00

AD & D terminates at age 65 or when employment terminates, whichever happens last. Life insurance may be continued following termination of employment by direct payment to MESSA.

BENEFITS FOR YOU AND YOUR DEPENDENTS:

*Underwritten by Blue Cross/Blue Shield of Michigan.*

Major Medical Expense Insurance:

Lifetime Maximum Benefit.....	\$2,000,000 each family member
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In-Patient Hospital Charges:

Room and board and necessary medical services.....	100%
Pre-admission review required for non-emergency admittance	
Pre-admission review required within 72 hours of emergency admittance	

Out-Patient Charges:

Emergency accident or injury .....	100% up to R & C
Emergency illness .....	90% up to R & C
Out-patient department surgery.....	100% up to R & C
Radiation therapy and chemotherapy.....	100% up to R & C

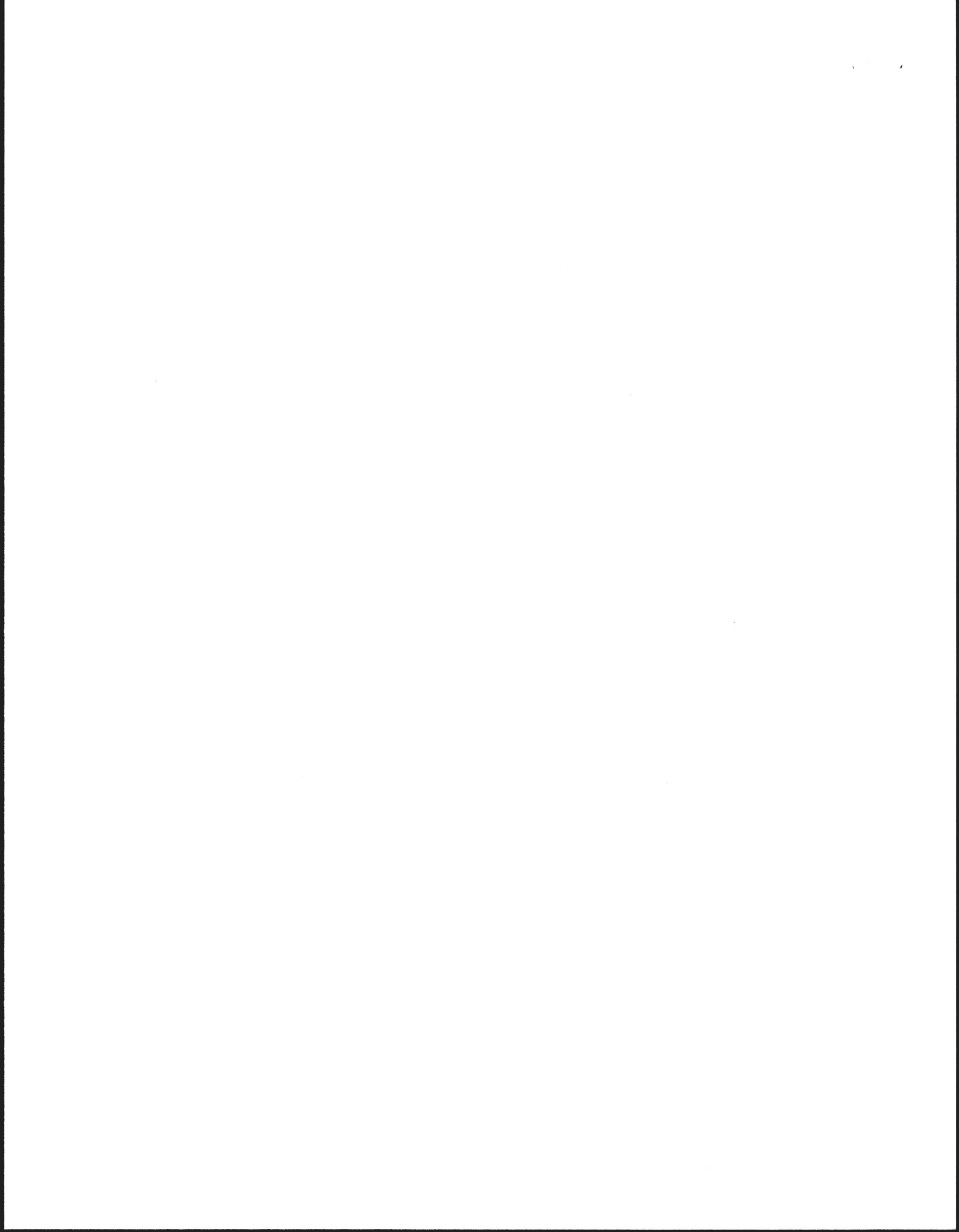
Surgery and Anesthesia Charges:

PAR.....	100%
Non-PAR:	
Surgeon's charges.....	100% up to R & C
Assistant surgeon's charges.....	100% up to R & C
Anesthesiologist's charges.....	100% up to R & C
<i>Second surgical opinion required on certain surgeries.</i>	

In-Hospital Medical Visit Charges.....	100% up to R & C
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For Newborn Child:

PAR.....	100%
Non-PAR:	
First Visit (up to \$30).....	100%
Subsequent Visits (up to \$10).....	100%
Diagnostic X-Ray and Laboratory Charges (Out-Patient).....	100% up to R & C
Cancer Screening Exams and Tests.....	100% up to R & C



MESSA PAK SUMMARY  
1998-99 RATES

PLAN A FOR EMPLOYEES ELECTING HEALTH INSURANCE: \$557.65

Health..... Super Care I (Includes \$5,000 Basic Term Life)  
Long Term Disability..... None  
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Vision..... VSP-3  
Dental..... 100:75/50/50:\$1,500 (Class I & II maximums at \$1,000)

Plan Year: July 1 through June 30

PLAN B FOR EMPLOYEES NOT ELECTING HEALTH INSURANCE \$ 80.88

Long Term Disability..... None  
Negotiated Life..... \$10,000 with AD & D  
Vision..... VSP-3  
Dental..... 100:75/50/50: \$1,500 (Class I & II maximums at \$1,000)

Plan Year: July 1 through June 30

- D. 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.
- E. Teachers electing not to take Plan A of MESSA PAK, Super Care I may choose Plan B.
- F. Teachers who do not elect to take MESSA PAK, Super Care I Plan A may elect to take a one thousand dollar (\$1,000) cash option or one thousand dollar (\$1,000) cash payment in lieu of health insurance, commencing with the 1998-99 school year.
- G. The Board may bid out health insurance carriers for a reduction in premium costs on packages that have the same or improved coverage as MESSA PAK Super Care I Plan A and Plan B as shown in the 1993-94 contract. Any change in insurance carriers must be by mutual consent of the Board and the Association.





Prescription Drug Charges:

Each prescription or refill, after \$2.00 co-pay..... 100%

Home Health Care Charges:

Each benefit period..... 100% up to R & C

Hospice Care Charges:

\$5,000 maximum for the family unit

Covered charges for in-patient hospice care and in-home prior to death..... 100% up to R & C

Family counseling..... PAR..... 100%

Non-PAR..... \$25 per session

Medical Case Management:

Medical Case Management is an additional benefit available when a catastrophic medical problem occurs, i.e. neurological injury (brain and spinal cord, multiple sclerosis, amyotrophic lateral sclerosis), premature and high risk infants, trauma victims (burns, multiple fractures), amputations, cancer, AIDS and Crohn's Disease. MESSA assigns a case manager who functions as a personal liaison between the patient/family, health care team, community resources and MESSA, providing suggestions and coordinating the continuity of care from the onset of illness into the long term rehabilitation. Final decisions remain with the covered patient/family and doctor.

Human Organ Transplants:

\$1,000,000 transplant benefit maximum during a benefit period.

Covered charges for heart, heart and lung, liver and pancreas..... 100%

Anti-rejection drugs..... Covered in full for first year, then up to \$10,000 per year

Office visits, home health care, visiting nurses, surgical, storage and transportation costs of organ procurement..... Up to \$10,000 for each transplant

Transportation, meals and lodging for the recipient and one other person during a benefit period..... Up to \$10,000

Miscellaneous Charges:

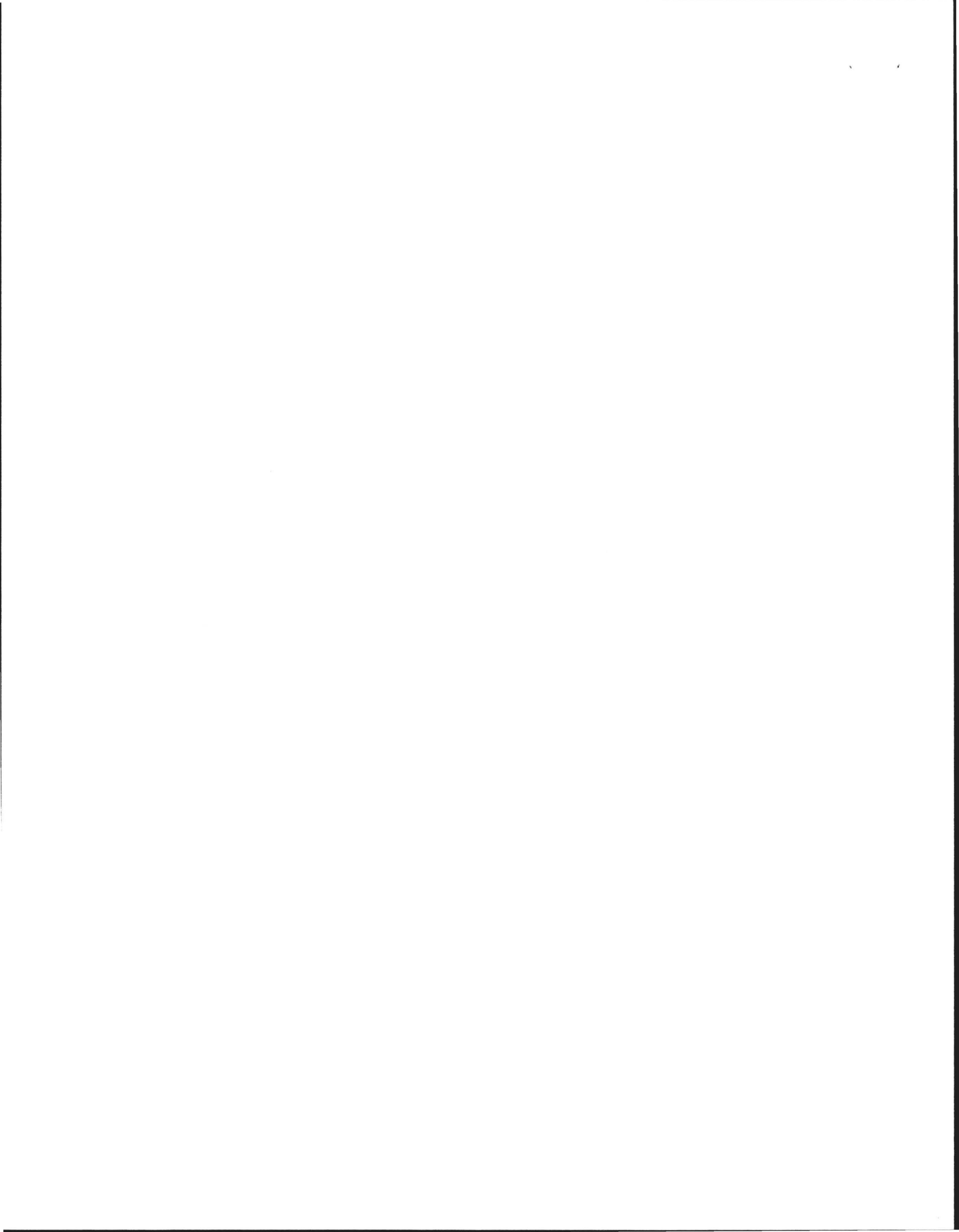
After the satisfaction of a \$50.00 cash deductible for any one individual or \$100.00 per family in a calendar year, miscellaneous covered charges are reimbursed at 90% of such covered charges during the remainder of the calendar year.

Out-Patient Psychiatric (maximum 50 visits per calendar year)..... 90% up to R & C

Skilled Nursing Facility Room and Board..... PAR..... 90%

Non-PAR..... 90% (up to \$45 maximum daily charge)

Other Miscellaneous Charges..... 90% up to R & C



Includes:

- Physician charges
- Private duty nursing (RN-LPN)
- Professional ambulance
- Oxygen, blood and plasma
- Artificial limbs, prosthetic devices, braces

Allergy:

Maximum reimbursement.....	\$ 625	per calendar year
Testing.....	100%	up to R&C
Treatment and Supplies.....	90%	up to R&C

Family Stop Loss.....\$1,000 per calendar year

**NOTE:** "R&C" as used above means "reasonable and customary". A charge will be considered reasonable and customary if it is the amount normally charged by the provider for services or supplies and does not exceed the amount ordinarily charged by most providers of comparable services or supplies in the locality where the services or supplies are received.

**PAR:** A participating provider's charges will not exceed "R&C" since they have a contract with BCBSM agreeing to accept their benefit determination as payment in full, and to only bill you for any deductible and copayments or for services not covered under your Super Care I program.

*THIS IS A BRIEF SUMMARY OF MESSA'S SUPER CARE I PLAN BENEFITS. FOR COSTS AND FURTHER DETAILS OF THE COVERAGE, INCLUDING EXCLUSIONS OR LIMITATIONS AND THE TERMS UNDER WHICH THIS INSURANCE MAY BE CONTINUED IN FORCE, CONTACT YOUR MESSA FIELD REPRESENTATIVE OR THE MESSA OFFICE.*



## ARTICLE XII

## COMPENSATION

## A. SALARY SCHEDULE:

<i>BA/BS</i>		
<u>Step</u>	<u>1997-98</u>	<u>1998-99</u>
1	\$26,838	\$27,106
2	28,148	28,429
3	29,648	29,944
4	30,685	31,299
5	31,721	32,355
6	33,359	34,193
7	35,124	36,090
8	36,908	38,015
9	38,749	39,911
10	40,608	41,827
11	41,518	42,763

<i>MAMS</i>		
<u>Step</u>	<u>1997-98</u>	<u>1998-99</u>
1	\$28,708	\$28,995
2	30,207	30,509
3	31,706	32,023
4	32,931	33,590
5	34,156	34,839
6	36,198	37,103
7	38,273	39,326
8	40,187	41,393
9	41,920	43,178
10	43,465	44,769
11	45,428	46,791



- B. The Board of Education agrees to pay each teacher a stipend of \$50.00 for each percentage point earned by AuGres-Sims School District students over the state average on the Michigan Educational Assessment Program test, or other test mandated by the State of Michigan
1. Any percentage point gains shall be determined as information is made available from the State and stipends shall be paid the first pay period of the following September.
  2. Any percentage point increases shall be determined by comparing AuGres-Sims School District student scores with the State of Michigan averages in the "satisfactory" category, "level four," or any other superior range.
  3. Any percentage point increase by AuGres-Sims School District students over the State of Michigan average scores shall be determined by a comparison of all grade levels tested in a content area.

C. Extracurricular Salaries:

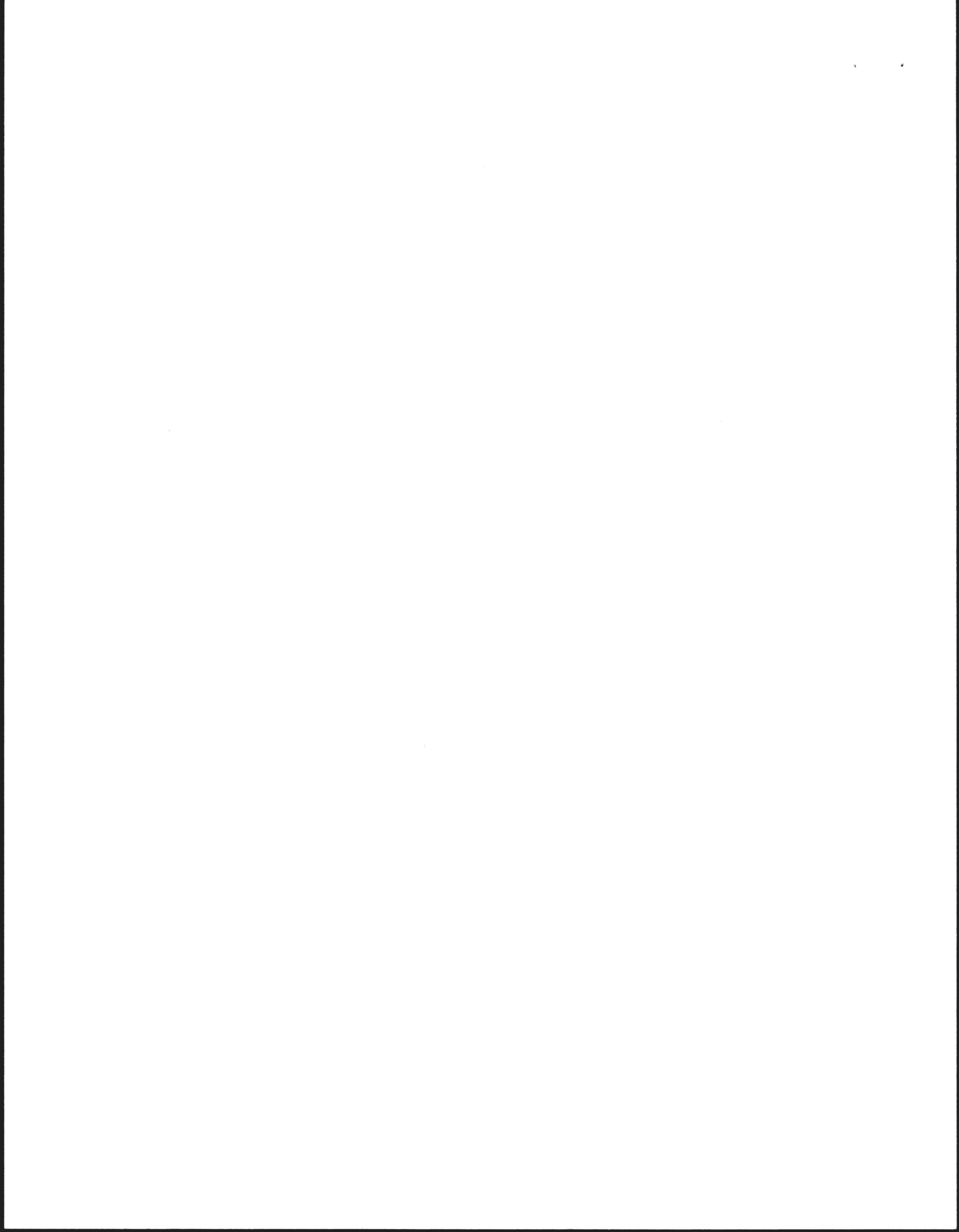
	<u>1997-98</u>	<u>1998-99</u>
7th Grade Advisor.....	193.00	199.00
8th Grade Advisor.....	193.00	199.00
Freshman Advisor.....	193.00	199.00
Sophomore Advisor.....	193.00	199.00
Junior Advisor.....	255.00	263.00
Senior Advisor.....	255.00	263.00
Forensics.....	1,269.00	1,307.00
Annual.....	1,165.00	1,200.00
Band.....	1,830.00	1,885.00
Student Assistance Coordinator...		1,000.00

Any teacher that stays with the same class 7th through 12th grade and participates in the senior trip will receive an additional \$800.00. This stipend will be prorated for teachers assuming class advisory positions during the 7-12 time frame.

D. 1997-99 Extra Duty Pay Schedule:

Athletic workers' pay for the length of this Master Agreement:

1. Ticket Takers.....\$ 10.00 per event - one per event
2. Security..... 10.00 per event - one per event
3. Scorer..... 11.00 per event - one per event  
Scorer (VBB)..... 14.00 per event - one per event
4. Timer..... 11.00 per event - one per event  
Timer (VFB, VBB)..... 14.00 per event - one per event
5. FB Announcer..... 12.00 per event - one per event
6. Supervisors:
  - V. Football..... 70.00 per season - unless more than 4 games





JV Football.....	50.00 per season
Jr. High Basketball.....	50.00 per season
V. Basketball.....	170.00 per season

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

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

- F. School business with personal car shall be reimbursed on the following basis:

- A. Athletic..... 32 cents per mile
- B. General Fund ..... 32 cents per mile

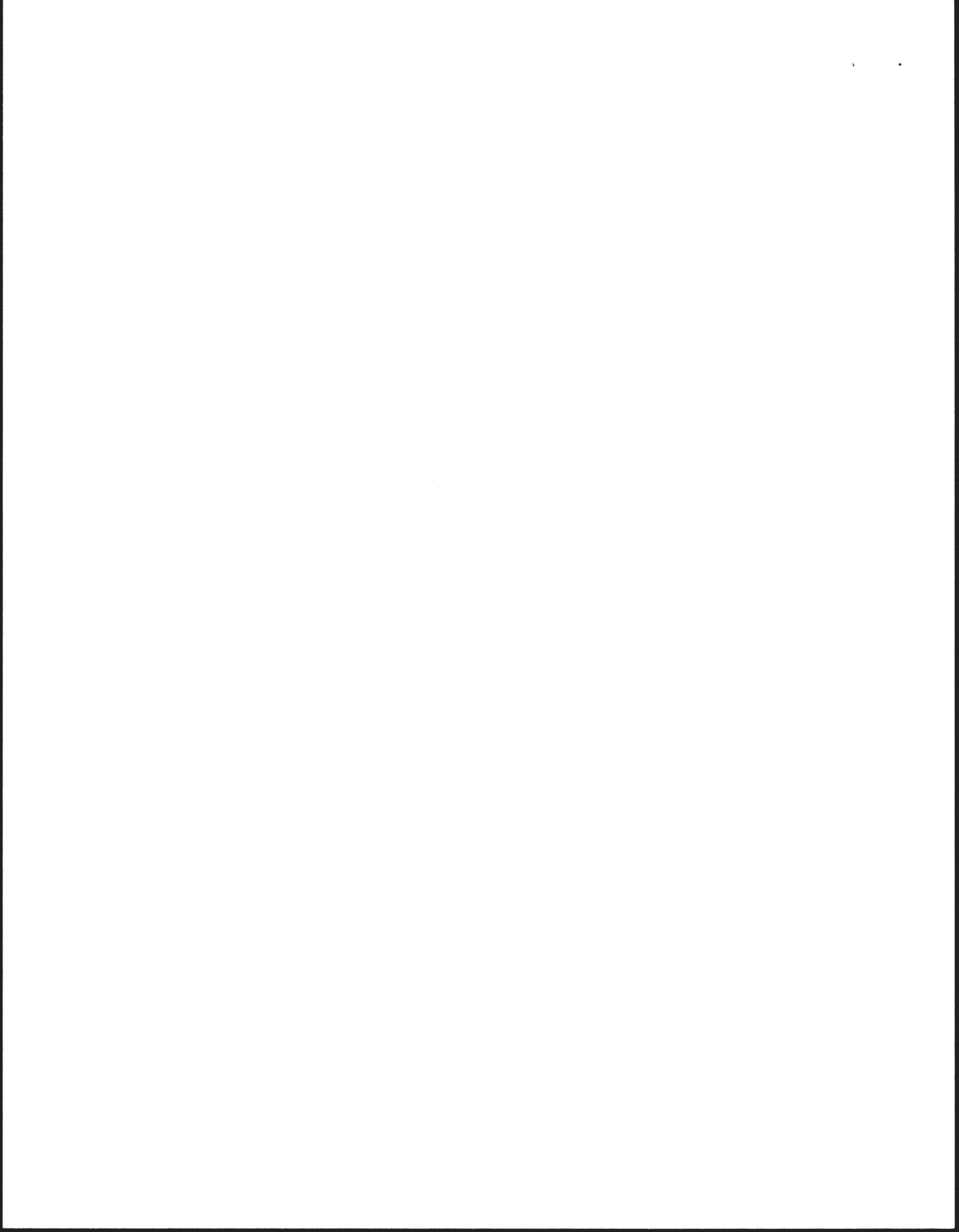
- G. Longevity:

- 1. Employees of the bargaining unit who have completed 20 or more years of continuous service with the AuGres-Sims School District shall be entitled to longevity pay according to the following schedule:

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

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

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



ARTICLE XIII

This agreement shall become effective September 1, 1998 and continue in full force and effect to and including the day after the last day of student instruction of the 1998-99 school year.

ARTICLE XIV

WAIVER CLAUSE

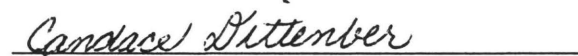
During the negotiations of this Agreement, each party has had the unlimited right and opportunity to make demands and proposals. Therefore, each party voluntarily and unqualifiedly waives the right to bargain with respect to any subject or matter not specifically referred to or covered in this Agreement.

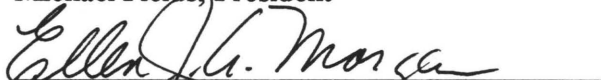
In witness thereof, the parties have executed this Agreement by their authorized representatives on September 1, 1998.

For the Association

For the Board of Education

  
Michael Fields, President

  
Candace Dittenber, President


  
Ellen Morgan

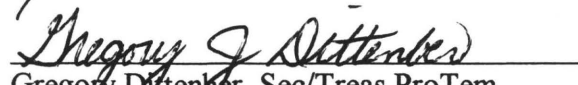
  
Wayne Bigelow, Vice President

  
Carla Fritz

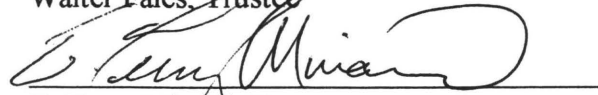
  
Thomas Brandimore, Secretary

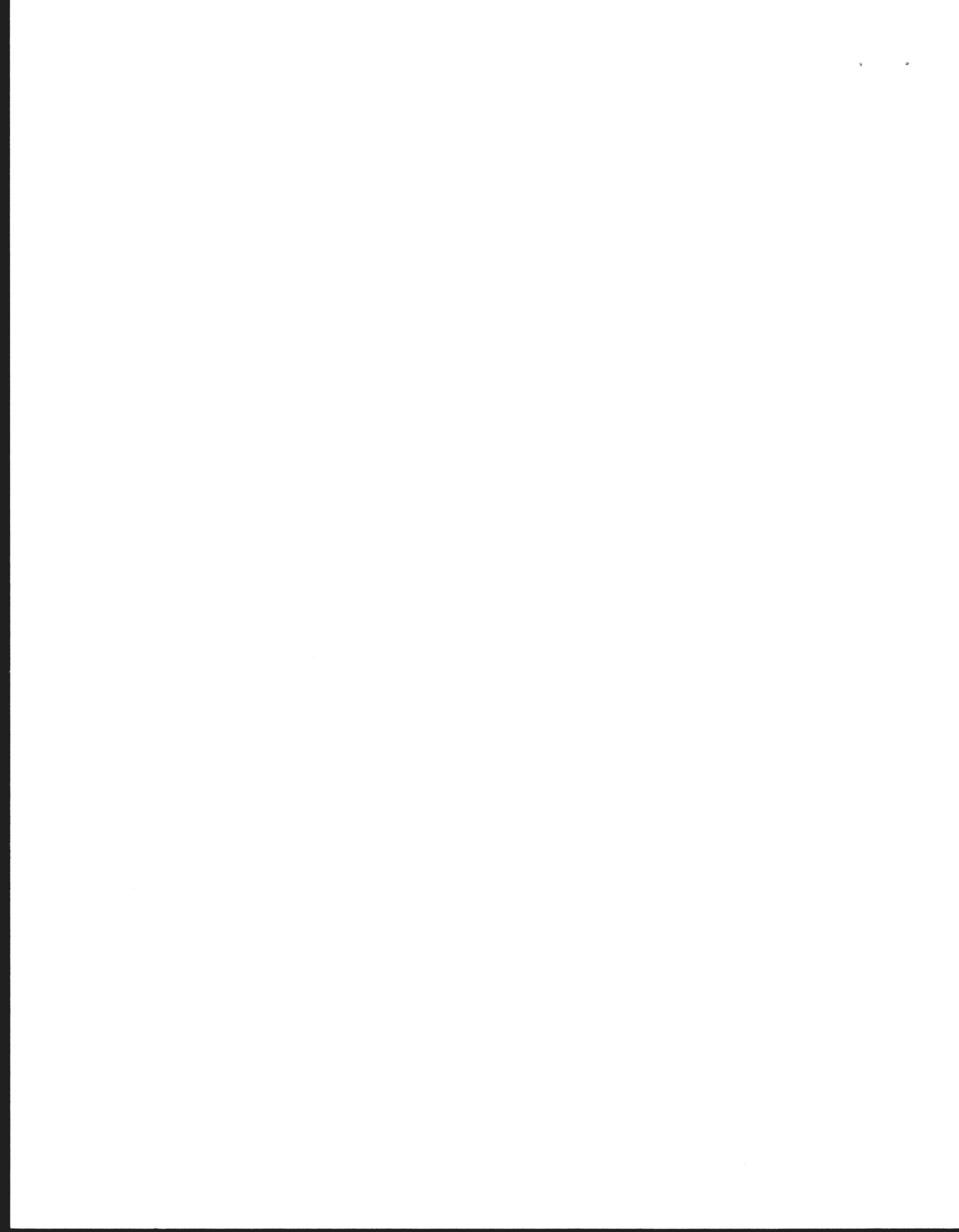
  
William Nixon

  
James Danek, Treasurer

  
Gregory Dittenber, Sec/Treas ProTem

  
Walter Fales, Trustee

  
E. Terry Minard, Trustee



LETTER OF UNDERSTANDING  
BETWEEN  
AUGRES-SIMS SCHOOL DISTRICT  
BOARD OF EDUCATION  
AND  
AUGRES-SIMS EDUCATION ASSOCIATION

It is so agreed that the parties will commence discussion and development of a Salary Reduction Agreement to allow teachers to purchase MP SER credit years with pre-tax dollars.

It is agreed the parties will implement a mutual concerns committee. Such committee will be composed of Board, Administrative, and Association representatives. The committee will meet on a regular basis to discuss mutual problems and concerns as they arise. A Letter of Understanding regarding the committee will be developed and signed by both parties.

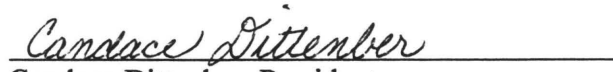
It is agreed that both parties will meet and discuss the development and implementation of a Section 125 plan.




Michael Fields, President  
AGS Education Association



Ellen Morgan, Vice-President  
AGS Education Association



Candace Dittenber, President  
Board of Education



Thomas Brandimore, Secretary  
Board of Education



**CALENDAR**  
1997-2000

**School Years:** 1997-98  
1998-99  
1999-2000

**Student Days:** 181

**Teacher Days:** 185:  
One Opening Day  
One Closing Day  
Two Full-Day Staff Development Days

