

8/6/73- 6/15/75

June 15, 1975

ASHLEY COMMUNITY SCHOOLS

MASTER CONTRACT

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

1973 - 1974

1974 - 1975

Ashley Community Schools
1041 New Street
Ashley, Mich. 48806

Ashley, Mich.

AGREEMENT
between
THE ASHLEY BOARD OF EDUCATION
and
THE ASHLEY EDUCATION ASSOCIATION

This agreement entered into on this 6th day of August, 1973, by and between the Board of Education of the Village of Ashley, Michigan, hereinafter called the "Board", and the Ashley Education Association, hereinafter called the "Association".

PREAMBLE

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Ashley Community School is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

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 which 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 in Section 11 of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation, classroom teachers, guidance counselors, and librarians, employed by the Board but excluding supervisory and executive personnel and office and clerical employees. The term "teacher", when used hereafter in the agreement shall refer to all employees in the bargaining or negotiating unit as above defined, except substitute teachers and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher 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 opportunity to be present at such an adjustment.

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws.

ARTICLE II

Financial Responsibilities and Payroll Deductions

A. All teachers as a condition of continued employment shall:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing.

B. Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction, in ten equal monthly installments.

FORM

On this _____ day of _____, 197__, I, _____ hereby authorize the Board of Education to deduct the following sums in ten (10) equal installments as dues for the following organizations from the 2nd monthly paycheck of my employment as specified in the Master Agreement:

\$ _____

Ashley Education Association

\$ _____

Michigan Education Association

\$ _____

National Education Association

I further understand that in the event of a dispute over payments of the above specified amount, I must seek my remedy from the Ashley Education Association.

Further, it is my express understanding that this authorization for dues deduction shall be revocable only if I expressly so state in writing, a copy of which must be placed on file with the Superintendent and a copy with the Treasurer of the Ashley Education Association.

Filed with the Board of Education

on the _____ day of _____, 197__.

C. Dues authorization filed with the Superintendent on or before the 20th day of September of each year, shall become effective with the first scheduled dues deduction of the coming school year. Dues authorizations filed after the 20th day of September, shall be deducted from the first 10 pay periods of the second semester.

D. Any dispute between the Ashley Education Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.

E. All teachers shall pay to the Association a representation fee equivalent to the dues of the Association (including The National and Michigan Educational Associations) within ninety (90) days after the commencement of employment. In the event the representation fee shall not be paid, the Board, upon receiving a written and signed complaint from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of the then current semester. The refusal of said teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for the termination of employment by the Association and the Board of Education.

F. The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental cost of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of forcing the provisions of this Article.

ARTICLE III

Management Rights

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, including, but without limiting the generality of the foregoing, the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the 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 and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE IV

Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher of the Board shall have the right freely to organize, join and support collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by Act 379 or other law of Michigan or the constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance.

B. The Board specifically recognizes the right to its employees appropriately to invoke the assistance of the State Labor Mediation Board or mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this agreement.

C. The Association and its 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.

No teacher 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 teachers 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.

ARTICLE V

Compensation

A. The salaries of teachers covered by this agreement are set forth in Schedule A which is attached to this agreement. Such salary schedule and agreement shall remain in effect for a two (2) year period. Upon written notice to the other party at least sixty (60) days prior to the first day of May of the year of expiration of this agreement, either party may request the reopening of negotiation of such salary schedule and agreement, and shall promptly and without delay commence negotiations within at least 10 days.

B. Emergency "sit-ins" of another teachers classes, shall be compensated at the rate of \$5.00 per class period, when properly authorized by the Principal or Superintendent.

C. The work year of teachers as covered by the Board calendar (other than new personnel who may be required to attend additional orientation sessions) shall begin not more than two days previous to the opening of school, as established by the

Board, and terminate not more than two days after the close of the school year, but in no event more than 186 scheduled work days. A work day shall be defined as one of the following:

1. a teaching day with students in attendance.
2. an in-service day.
3. a records day.
4. or a Parent-Teacher conference day.

D. The following holidays shall be observed and school closed: New Years Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, and Good Friday.

E. A teacher may be released from regular duties at least two (2) days a year for the purpose of attending in-service, professional meetings or conventions in his major field.

ARTICLE VI

Teaching Hours

A. Classroom teachers on the salary schedule shall not be required to report earlier than fifteen (15) minutes before the start of their day's assignments, at their respective teaching stations, and shall not be required to remain longer than fifteen (15) minutes after school is dismissed for the day except on Fridays or day prior to vacation they may leave after the buses, unless permission to leave early has been granted by the Principal or the Superintendent. The length of the work day shall be: six

(6) periods of sixty (60) minutes or seven (7) periods of fifty (50) minutes for the secondary school teacher or the equivalent for elementary grades 1-6. Kindergarten shall have a minimum of 450 hours per year. Teachers shall be in their classrooms no later than five (5) minutes before the start of the afternoon classes.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period equivalent to the student lunch period.

C. Teachers may not be required to remain after school for longer than one hour to attend staff meetings.

D. All teachers will be required to attend staff meetings or other meetings called by the administration of the school.

E. Teachers will be expected to take active participation in P.T.A. and other functions.

ARTICLE VII

Teaching Loads and Assignments

A. The normal weekly teaching load in the secondary school will be 25 or 30 teaching periods and 5 unassigned preparation periods.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, secondary teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

C. Teachers 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. Such changes will be voluntary to the extent possible.

ARTICLE VIII

Teaching Conditions

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

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered whenever possible. An average teacher-pupil ratio of 1-30 will be followed as a standard for present room facilities.

B. The Board recognizes that appropriate texts, library reference facilities, 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.

C. To relieve teachers of cafeteria, patrol, hall duty, and playground duty, the Board agrees to engage not less than two aides in the elementary schools. The aides will handle noon hour playground supervision and similar non-professional responsibilities.

D. The Board shall make available, when conditions permit, adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

E. Present telephone facilities shall be made available to teachers for school related business or with permission of school administration.

F. Teachers shall be entitled to full rights of citizenship.

G. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, color, religion, national origin, age, sex, marital status, or membership in or association with the activities of an employee organization.

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 providing 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 teacher in the system takes the first position posted then the Board need not post the second position. If said vacancy occurs after August 10 and prior to the beginning of school it need not be posted. If a teacher should qualify he or she should be notified by phone.

B. Any teachers with the job qualification, 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 school system of the district, and other relevant factors.

ARTICLE X

Transfers

A. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this agreement prior to such transfer to supervisory or executive status.

ARTICLE XI

Leave Policies

A. 1. All full-time teachers shall receive sick leave credit at the rate of ten (10) days per year, the full allowance for teachers shall be credited at the beginning of the year.

2. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call as soon as possible but not later than 7:00 A.M., to report unavailability for work.

3. Unused sick leave shall be cumulative to one hundred (100) days.

B. Any teacher who is absent for a period of up to three months because of an injury compensable under the Michigan Workmen's Compensation Law, shall receive from the Board, for a like period of absence not to exceed three (3) months, the difference between the allowance under Workmen's Compensation and 75% of contractual salary.

Should the employee require an extension of time beyond the three (3) months period; the sick leave he has accumulated will be pro-rated in regard to the additional amount necessary to continue his salary payments. Thereafter, the employee will receive compensation as provided under Michigan Workmen's Compensation Act.

C. The Board upon written request of a teacher may grant leave of absence for a period not to exceed 1 year, subject to renewal at the will of the board: Provided, That without request, leave of absence because of physical or mental disability may be granted by any controlling board for a period not to exceed 1 year: Provided further, That any teacher 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: Provided, That no leave of absence shall serve to terminate continuing tenure previously acquired under this act.

D. A total of two (2) days will be allowed when requested for personal or business reasons. These two days are not deductible from the sick leave credit and are not cumulative. These shall be granted for the following reasons:

1. One day, except when travel requires additional time for attendance at the school graduation of a son, daughter, husband, or wife.

2. Time necessary to conduct personal affairs which cannot be normally handled outside of school hours.

3. Time necessary for the attendance at the funeral service of a person whose relationship to the teacher warrants attendance.

E. A leave of absence with pay, not to exceed two (2) days per year per teacher, shall be approved for the following reasons:

1. Court appearance as a witness in any case connected with the teacher's employment related to school matters.

2. Approved visitation to other schools or for attending educational conferences or conventions, including Association meetings.

F. A leave of absence with pay not to exceed five (5) days per year shall be granted for the following:

1. Death in the immediate family. Immediate family is defined as Mother, Father, Spouse and Children.

G. Leaves 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 teachers 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.

H. 1. Maternity leave granted under this Article shall be without pay and shall be granted up to a maximum of one (1) year renewable at the discretion of the Board.

2. Teachers requesting a maternity 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 teacher shall give sixty (60) calendar days notice of intent to return.

Exceptions to notice may be made by the Board in cases of stillbirth or miscarriage. The Board reserves the right in their sole discretion to approve accelerated termination of maternity leave on the bases of each individual case.

3. Failure to return from a maternity leave on the date specified in said leave or application or filing of notice of intent to return by the above mentioned date shall be conclusively deemed resignation.

I. Leave of absence will be granted, up to two (2) years, to any teacher who joins the Peace Corps as a full-time participant in such program. Any period so served shall be treated as one (1) year taught for purposes of the salary schedule set forth in the Appendix A of this agreement.

ARTICLE XII

Insurance Protection

A. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish all teachers the following insurance protection:

1. The Board will provide without cost to the teacher public liability and accident insurance coverage in the amount of not less than \$100,000. for each accident of teachers exposed to special and unusual hazards in the course of their work, including driver education teachers, athletic coaches and shop teachers.

ARTICLE XIII

Teacher Evaluation and Progress

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end the following procedure has been granted to in an effort to accomplish the goals.

A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three (3) times during the school year; one month following the teachers' commencement of service, three (3) months after the teachers' commencement of service, and ninety (90) days prior to the end of the probationary school year. Tenure teachers

shall be evaluated at least once every year. Teachers whose services are being considered for termination under the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent and advised of their rights under the Tenure Act for a hearing and appeal. The Association shall receive a copy of such notification.

B. Evaluations shall only be conducted by a building principal or a full-time administrator. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

C. A copy of the written evaluation shall be submitted to the teacher at the time of personal interview or within ten (10) days thereafter; one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file.

D. A "teaching coach" shall be assigned to every probationary teacher upon entrance of the teacher into the system. The "teaching coach" insofar as possible, shall be a tenure teacher with a minimum of three (3) years teaching experience

and shall be engaged in teaching within the same grade, building or discipline as the probationary teacher. It shall be the duty of the "teaching coach" to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. The "teaching coach" shall not be involved in the evaluation of the probationary teacher.

E. Two tenure teachers shall be assigned by the Association to evaluate the performance of each probationary teacher. All such evaluations shall be in writing and shall be in addition to evaluations made by the administration. Each of the teachers assigned to evaluate shall make at least three evaluations during the school year, all of which shall be completed on or before March 5. Persons serving as evaluators shall do this during their unassigned time. All evaluations shall be in writing with copies provided to the "teaching coach", the subject teacher and to the principal of the teacher.

The evaluation shall include recommendations as to how the teaching performance of the teacher may be improved. In addition to the individual evaluations the two teachers assigned to evaluate the probationary teacher, shall, on or before March 5, file a collective report to the Association Tenure Committee who will in turn make recommendations to the Board, with copies to the subject teacher and Principal or immediate supervisor, as to whether the teacher should be advanced to tenure status, offered

additional probationary status, or denied a contract for the ensuing school year.

F. No later than March 5th of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher and the Association. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing with a copy to the Association.

G. Each teacher shall have the right, upon request, to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personal file shall contain the following minimum items of information:

All teacher evaluation

Teacher Certificate

A transcript of academic records

Tenure recommendation

Annual TB report

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

ARTICLE XIV

Protection of Teachers

A. Any case of assault upon a teacher shall promptly be reported to the Board or its designated representatives. The Board may provide legal counsel if it is determined that the teacher has acted within the scope of board policy and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

B. Teachers 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. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with the respect to the maintenance of control and discipline in the classroom. Teachers also recognize their responsibility to give support and assistance to the administration in the maintenance of control and discipline.

ARTICLE XV

Negotiation Procedures

A. It is contemplated that matters not specifically covered by this agreement of common concern to the parties shall be subject to professional negotiations between them from time to time during the period of this agreement upon mutual consent of the parties hereto. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussion, and constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation, by either party, as provided in Article V of this agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least sixty days prior to expiration of this agreement, the parties will likewise begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of teachers employed by the Board.

C. In any negotiations described in this article, neither party shall have any control over the selection of the negotiating or bargaining representative from within or outside the school district. It is recognized that no final agreement between the parties may be extended without a ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge

that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board to take any other lawful measures it may deem appropriate.

ARTICLE XVI

Professional Grievance Procedures

Paragraph 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:

(a) The termination of services of or failure to re-employ any probationary teacher.

(b) The placing of a non-tenure teacher on a third year of probation.

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).

Paragraph B: The Association shall designate 1-K-6 and 1-7-12 representative to handle grievances when requested by the grievant. These names shall be filed with the Superintendent prior to September 30. The Board hereby designates the Principal of each building to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act at Level Two as hereinafter described.

Paragraph C: The term "days" as used herein shall mean days in which school is in session.

Paragraph D: Written grievances as required herein shall contain the following:

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.

Paragraph E:

Level One - A teacher believing himself 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 building Principal in an attempt to resolve same. If no resolution is obtained within three (3) days of the discussion, the teacher shall notify the Principal in writing of his 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 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 designated agent shall arrange a meeting with the grievant and/or, if the grievant so desires, designated Association representative to discuss the grievance. Within five (5) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the building Principal in which the grievance arose and place a copy of same in a permanent file in his office.

If no decision is rendered within 5 days of the discussion, or the decision is unsatisfactory to the grievant or the Association, the grievant 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 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 teacher or his Association representative an opportunity to be heard at the meeting for which the grievance was scheduled. The Board shall render its decision in writing by the next regularly scheduled Board meeting. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein, or otherwise investigate the grievance, provided however, that in no event except with express written consent of the Association shall 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 building Principal for the building in which the grievance arose, the grievant, and the secretary of the Association.

Paragraph A: Should a teacher 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 (except a claim involving a remedy directly benefiting the grievant regardless of this employment) shall be barred.

Paragraph B: The Association shall have no right to initiate a monetary grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon. Should a teacher fail to institute an appeal all previously instituted grievances shall be barred. If a teacher should voluntarily leave the employ of the Board before the grievance reaches the Board level the Association agrees that it will not appeal said grievance to arbitration.

Paragraph C: All preparation, filing, presentation or consideration of grievances shall be held at times other than when a teacher or a participating association representative are to be at their assigned duty stations.

Paragraph D: If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within 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 shall be selected by the American Arbitration Association in accordance with its rules except each party shall have the right presumporily to strike not more than three, from the list of arbitrators.

Paragraph E: 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 days prior to the hearing a prehearing statement alleging facts, grounds, and defenses which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.

Paragraph F: 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.

Paragraph G: 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 shall not hear any grievance previously barred from the scope of the grievance procedure, nor shall he 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 award shall not extend more than thirty days prior to the date of the Level One Conference unless such grievance is a clerical error.

Paragraph H: Grievances of similar nature may not be considered except upon express written mutual consent.

Paragraph I: 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. The Association upon request shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district, and the Association shall have the opportunity in advance, to consult with the Board with respect thereto prior to general publications.

B. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

C. 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 teachers contracts heretofore in effect. All future individual teacher 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.

D. Copies of this agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

E. 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 not be deemed valid and subsisting, except to the extent permitted by law, but all provisions or applications shall continue in full force and effect.

ARTICLE XVIII

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 or 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 XIX

Duration of Agreement

This Agreement shall be effective as of July 1, 1973 and shall continue in effect for two (2) years until the 15th day of June, 1975. 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.

ARTICLE XIX

BOARD OF EDUCATION

R. A. Densmore
President

Ada Borg
Secretary

EDUCATION ASSOCIATION

Bruce J. Andersen
President

Suzanne Lunoack
Secretary

Salary Schedule Implementation

1973-75

1. The Ashley Board of Education will pay an amount equal to one-half of the unused sick leave accumulated multiplied by \$15.00 to any employee, who, after having completed 10 years of service, terminates employment through voluntary retirement, forced retirement, because of illness or death while under contract.

2. Outside teaching experience in the United States shall be allowed to a limit of 5 years. Peace Corps and Military service will be allowed at the rate of 1/2 service time up to a total of 2 years. This shall be part of the 5 year limit.

3. Either M.E.S.S.A. or Blue Cross Health Insurance shall be offered to teachers. Blue Cross shall be paid at the rate of full family coverage. Should the teacher elect to take M.E.S.S.A. in place of Blue Cross the Board will pay an amount equal to the cost of Blue Cross full family coverage.

Teachers who do not elect to take either Blue Cross or M.E.S.S.A. shall be entitled to \$10,000. Term Life Insurance.

Teachers shall declare their intentions for coverage by the end of the first week of school.

4. The following departmental groups will be allowed \$225.00 per school year for instructional materials, upon approval of the Superintendent:

1. Social Studies
2. Mathematics and Science
3. Shop, Home Ec., & Business Education
4. Physical Education
5. Band and Art
6. Library
7. Language Arts

5. The elementary (K-6) will be allowed \$400. per school year for instructional materials upon approval of the Superintendent.

ASHLEY COMMUNITY SCHOOLS
Extra Curricular Schedule

(1973-74 - 1974-75)

% of Individual Base

Class Sponsors

Grades 7-10	1%
Grades 11-12	2%

Coaches (Athletic)

Athletic Director	10%
Head Football	10%
Asst Football	6%
Jr Hi Football	6%
Head Basketball (boys)	10%
J V Basketball	6%
Jr Hi Basketball	4%
Girls Basketball	6%
Head Track	5%
Head Baseball	5%
Cheerleading	4%
Marching, Concert, Pep Band	10%
Summer Band	9%

Club Sponsors

F.T.A.	1%
F.H.A.	1%
N.H.S.	1/2%
Varsity Club	1%
Summer Library	3%
Safety Patrol	3%
Annual*	3%
Play Director*	3%

*Extra curricular pay in these areas apply only if the activity is not a part of the regular teaching schedule.

SCHEDULE A
ASHLEY COMMUNITY SCHOOLS
1973 - 1974

I The following shall be the schedule of basic teacher salaries: The BA + 20 will apply to certified, degree teachers, who are working on a college approved masters program within their area of certification and have taken courses toward this, within the last five years.

<u>STEP</u>	<u>BA</u>	<u>BA + 20</u>	<u>MA</u>
Base	8,350.00	8,550.00	8,750.00
Increment	4%-334.00	5%-427.50	5%-437.50
1	8,684.00	8,977.50	9,187.50
2	9,018.00	9,405.00	9,625.00
3	9,352.00	9,832.50	10,062.50
4	9,686.00	10,260.00	10,500.00
5	10,020.00	10,687.50	10,937.50
6	10,354.00	11,115.00	11,375.00
7	10,688.00	11,542.50	11,812.50
8	11,022.00	11,970.00	12,250.00
9	11,356.00	12,397.50	12,687.50
10	11,690.00	12,825.00	13,125.00

SCHEDULE A
ASHLEY COMMUNITY SCHOOLS
1974 - 1975

I The following shall be the schedule of basic teacher salaries: The BA + 20 will apply to certified, degree teachers, who are working on a college approved masters program within their area of certification and have taken courses toward this, within the last five years.

<u>STEP</u>	<u>BA</u>	<u>BA + 20</u>	<u>MA</u>
Base	8,650.00	8,850.00	9,050.00
Increment	4%-346.00	5%-442.50	5%-452.50
1	8,996.00	9,292.50	9,502.50
2	9,342.00	9,735.00	9,955.00
3	9,688.00	10,177.50	10,407.50
4	10,034.00	10,620.00	10,860.00
5	10,380.00	11,062.50	11,312.50
6	10,726.00	11,505.00	11,765.00
7	11,072.00	11,947.50	12,217.50
8	11,418.00	12,390.00	12,670.00
9	11,764.00	12,832.50	13,122.50
10	12,110.00	13,275.00	13,575.00