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An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Accountability Act, 2011 Public Act 4. The Parties have included this language due to the required of Section 15(7) OF THE Public Employment Relations Act.

The Board of Education will determine Merit Pay.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that results and improved student achievement for the children of Akron-Fairgrove 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 provide input to and advise the Board concerning educational programs and standards, 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 OF PARTIES AND SCOPE OF AGREEMENT

SECTION 1

The Board of Education of the Akron-Fairgrove School District (hereinafter called the Board) hereby recognizes the Tri-County Bargaining Association MEA/NEA (hereinafter called the Association) as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all professional teaching personnel in the Akron-Fairgrove School District (hereinafter called the District), including personnel on tenure, probation, classroom teachers, guidance counselors, librarians, and department coordinators, employed by the Board under contract, but excluding supervisory and executive personnel, substitute teachers, food service, transportation, custodial, maintenance, office, and clerical personnel and all other employees of the Akron-Fairgrove schools. The term “teacher”, when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiation unit as above defined.

SECTION 2

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and made consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be made expressly subject and consistent with the terms of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. It is expressly understood that a teacher does not receive tenure to a position but rather as a teacher pursuant to the terms of the Tenure Act.

SECTION 3

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed null and void except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

SECTION 4

The Board and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of Civil Rights. Accordingly, both Parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin or sex.

It is the policy of the Akron-Fairgrove Schools that no persons shall be subjected to unlawful discrimination in employment or any of its programs or activities on the basis of age, sex, race, color, national origin, religion, height, weight, marital status, or handicap which is unrelated to the job or program, or cannot be reasonable accommodated.

The Akron-Fairgrove Schools has designated the Superintendent of Akron-Fairgrove Schools, 2800 N. Thomas Road, Fairgrove, MI 48733 (989) 693-6163 to coordinate compliance activities and investigate complaints of non-compliance for Section 504; and to coordinate compliance activities and investigate complaints of noncompliance for Title IX.

ARTICLE II – ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION 1

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 present 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 the Association has been given the opportunity to be present at such adjustment.

SECTION 2

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the District. It is recognized that no final agreement between the parties may be executed without ratification only by a majority of the Board and by 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 concession in the course of negotiations or bargaining, subject only to such ultimate ratification.

SECTION 3

The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.

SECTION 4

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.

SECTION 5

During the term of the Agreement, neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e. the concentrated failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) that would cause disruption to the educational program in the District for any purpose whatever.

SECTION 6

The Board agrees to furnish the Association upon written request, all public information concerning the financial resources of the District.

SECTION 7

The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings designed for the benefit and/or informing of the members of the bargaining unit as described in the "Recognition" paragraph at the beginning of this Agreement. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off the school premises. Bulletin boards and daily bulletin shall be made available to the Akron-Fairgrove Education Association and its members.

SECTION 8

The President of the Akron-Fairgrove Education Association shall be provided a copy of each regular Board meeting agenda prior to the date of that meeting and a copy of the approved minutes of that or any special meeting not later than two (2) weeks following said approval.

SECTION 9

A maximum of five (5) days total per school year will be provided to the Association whereby members designated by the Association shall be released from regular duties without loss of salary or benefits for the purpose of participating in area, region, or state meetings of the Michigan Education Association. Unused Association days can be accumulated to a total of eight (8) days for the duration of the current Master Agreement.

SECTION 10

It is recognized that the Association has the responsibility of supporting all employees within the bargaining unit by enforcing the provisions of the master agreement. The employer has the responsibility to provide the bargaining agent with information for each bargaining unit employee.

By July 1 of each school year, the Association will designate a representative to receive bargaining unit information on its behalf and will notify the Board of that selection. That individual will provide the Board with a list of member information that shall be provided to the Association by August 15.

If the Association needs information not previously requested, the employer shall furnish the information requested within 10 (ten) working days of the Association's request.

When any person is hired or ends their employment, the Association will be notified no later than 20 (twenty) working days after that change occurs.

ARTICLE III – BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

SECTION 1

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquish herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights with respect to the consequence of such action during the term of this Agreement.

SECTION 2

The exercise of the powers, rights, and authority of the Board, 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. Nothing contained herein shall be considered to deny or restrict the Board of its rights and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV – TEACHER RIGHTS AND RESPONSIBILITIES

SECTION 1

Teachers are responsible for the enforcement of policies and regulations concerning student conduct in the classroom, or elsewhere when they are in charge in an assignment as a teacher, sponsor, etc. They are expected to maintain discipline and order necessary for a good learning situation. Responsibility for school equipment utilized in their programs, or when using school facilities, is assumed, and damage, etc., will be reported to the administration.

SECTION 2

Each teacher has the professional responsibility to admonish students disobeying school regulation in his/her presence during the time between the beginning and the end of the teacher's day and during such time that the teacher is responsible for assigned Schedule B activities. Teachers will report any such incident to the building principal for such corrective action as may be necessary and final. Where possible, teachers will be in the halls during passing time.

SECTION 3

The Board will provide one (1) copy of Board policies per building and to the Association. It is the professional responsibility of the teacher to adhere to the policies.

SECTION 4

Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

SECTION 5

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the Constitution of 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/her membership in the Association, his/her participation in any activities or his/her institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

SECTION 6

Notwithstanding his/her employment, a teacher shall be entitled to full rights of citizenship. The private and personal life of any teacher is not within the appropriate concern or attention of the Board, provided that the conduct of the teacher does not cause undue disruption in the school.

SECTION 7

The provisions of this Agreement and the wage, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in, or association with, the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin, and to seek to achieve full equality of educational opportunity to all pupils.

SECTION 8

Teachers will be informed the telephone number of PCMI for the substitute calling program. They must call between 6:00 AM and 6:40 AM to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the PCMI personnel to arrange for a substitute teacher.

SECTION 9

No teacher shall be disciplined, reprimanded, or demoted for a reason that is arbitrary or capricious. Probationary teachers shall be subject to discharge in accordance with provisions of the Teachers' Tenure Act relating to probationary teachers.

SECTION 10

A teacher shall at all times, be entitled to have present a member or representative of the Association when he/she is being reprimanded, or disciplined. When a request for such representation is made, no action shall be taken with respect to the teacher until such member or representative of the Association is present. The Association representative shall advise the teacher of his/her rights and obligations.

SECTION 11

Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review.

SECTION 12

Any complaints to the administration by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

SECTION 13

A teacher shall be required to substitute for another teacher during the school day, if all teachers that are available that school period have been asked and refused to volunteer. The requirement shall be rotated among staff when possible.

ARTICLE V – HOURS AND CONDITIONS

SECTION 1

To aid the teacher's authority and effectiveness, the Board and the Administration recognize their responsibility to give all reasonable support. When students require the attention of special counselors, social workers and other professional persons, as determined by an IEPC, the Board and the administration will take reasonable steps to secure the required assistance for said students.

SECTION 2

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure student achievement that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized toward this end.

SECTION 3

The Board shall furnish, without charge, those items needed for safety reasons. 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 Association or the administration may request to confer from time to time for the purpose of improving the selection and use of educational tools. The Board agrees to keep the schools reasonably and properly equipped at all time within budget limitations.

SECTION 4

The Board recognizes the principle of a standard forty (40) hour work week and will, so far as is possible, set work schedules and make professional assignments which can reasonably be completed within such a standard work week.

SECTION 5

The teacher's normal teaching hours shall be as follows:

1. Teachers report no later than twenty (20) minutes before classes begin.
2. Teachers shall leave school no earlier than five (5) minutes after dismissal time.

SECTION 6

The following schedule shall apply to all teachers:

1. Total student contact time for any teacher shall not exceed three hundred twenty (320) minutes/or a statutory minimum whichever is more. Contact time is defined as time during which students are scheduled for classes for that teacher. This time would not include preparation time, duty free lunch time or the time teachers are to report before and after classes, or time during which a teacher is responsible for Schedule B activities. There shall not be more than seven (7) periods in a day (six for a teacher), for the Secondary teacher, without prior negotiation with the association.
2. Each teacher shall be provided a duty free lunch period of not less than thirty (30) minutes.
3. Each full time teacher shall be provided a preparation time equal in length to a regular class period. A preparation period shall not be granted for Schedule B (Extra Duty Schedule).

SECTION 7

Eligibility to receive these benefits is defined as a 4/7 hour class schedule.

A part-time teacher's preparation time and fringe benefits shall be pro-rated based on his/her FTE. The part-time teacher shall receive the dollar amount equal to the pro-rated portion of the fringe benefits to be applied to the purchase of medical, dental, vision, life and/or LTD benefits as determined by the teacher and permitted by the carrier.

SECTION 8

Exceptions to Article V, Section 6, Sub Section 2 and Article V, Section 7 above may be made within an individual school when a two-thirds (2/3) majority of the Akron-Fairgrove Education Association members in that building and the building administrator(s) agree on an alternate plan which is approved by the Superintendent.

SECTION 9

Preparation periods are to be used for such activities as: correcting papers, parent contacts, planning lessons and other class related work. The teacher will be available to the administration during this time as the need arises for meetings, conferences, etc.

SECTION 10

The Board agrees to accept a maximum of three (3) preparations at the junior and senior high levels as desirable. It agrees to utilize this as a guideline within administrative ability where necessary. In these instances where scheduling makes necessary over three (3) preparations, a beginning teacher will not receive the assignment providing that a teacher with experience can be so scheduled within the normal student and teaching load.

SECTION 11

Because the pupil-teacher ratio is an important aspect of an effective educational program, the Parties agree that class sizes should be lowered wherever possible. If the number of students exceeds the maxima, the Administration shall meet with the Association to discuss the reasons for needed overload. The regular teacher (not substitute) shall receive \$4.00 per overload for student, per day Elementary building teachers and \$4.00 per overload student, per class, per day for Junior/Senior high school teachers for class overloads where a student is registered. The Special Education teacher shall receive \$4.00 per overload student, per day, over the established caseload. If not a full time Special Education teacher, caseload is prorated based on the percentage of the day spent teaching Special Education. The above shall not apply to Physical Education and Band classes.

1. An overload shall be defined when the student enrollment exceeds the following:

Grades	Number of Students
Kindergarten through Third Grade	28 students
Fourth through Sixth Grade	30 students
Combination Room	25 students**
English, Social Studies, General Education, Mathematics, Science, Language, Business	30 pupils
Art, Health Education	30 pupils
Physical Education	40 pupils

Music	42 pupils
Band	1440 pupils/week
Elementary Resource Teacher Caseload	18 students
Secondary Resource Teacher Caseload	20 students
Special Education Teacher Consultant Caseload	18

*** If in a combination classroom there is an overload from the preceding year and the overload continues into the next school year, in the combination classroom may receive overload pay from the beginning of the school year.*

Each teacher will be paid a portion of 10 % or 20% (to be divided equally among all teachers,) based on the per pupil allowance for each Akron-Fairgrove student, present on the fall count day, over 285 or respectively 295 students, using an actual count and not a blended count. Each teacher will receive a check for the fall count day, with the last pay period in July.

SECTION 12

No adjustments need to be made to comply with the provisions of Section 11 for overload situations that occur as a result of an influx of one or more student until after the fall student count day as required by the State of Michigan for state accounting purposes.

SECTION 13

The Board may provide up to four (4) evening conferences/or programs at which teacher attendance is required. Said events will be tentatively placed on the calendar with a 30-day notice of changes, in exchange for one-half (1/2) day of school the last day prior to Thanksgiving and one-half (1/2) day on the last day for students. Teachers shall be excused for graduation ceremony without penalty if a member of their immediate family (as defined in Article 7 Section 5, paragraph 9) is graduating on the same day. The Superintendent has the discretion to grant absence for other extenuating circumstances.

Teachers assigned to more than one site and required to attend open houses and programs at more than one site will receive supplemental pay at an hourly rate of twenty (\$20.00) dollars per hour for each hour of required attendance beginning with the second open house, conference or program.

SECTION 14

All extra duty positions, including coaching assignments, are non-tenure assignments and shall be assumed by the teacher voluntarily only. An individual holding an extra duty position, including coaching assignments, shall have no expectancy of serving in the same position from one year to the next. The Board shall provide a statement listing the reason(s) for not re-appointment an individual to an extra duty assignment to that individual upon written request.

The Board shall have no obligation to assign teachers to extra duty positions, and may assign individuals from outside the bargaining unit. Vacant positions for extra-curricular duties must be posted. A position will be considered vacant when the current person for the extra-duty position resigns or will not be re-appointed.

SECTION 15

No teacher shall be required to drive a school bus as part of her/his regular assignment.

SECTION 16

1. Telephone facilities shall be made available to teachers for their reasonable use if facilities are available.
2. Designated parking areas shall be made available to the teachers for their use.
3. The Board shall make available within the system, areas for adult use while eating. Restroom and lavatory facilities will be set aside for adult use where facilities permit. A work area, when a teacher's classroom is not available, will be provided for use during the preparation period.
4. The teachers shall be allowed to install, operate and maintain vending machines for non-alcoholic beverages in the teachers' lounge. The Board shall have no responsibility to any misuse, vandalism, damage and/or theft from such vending machines as a result of misuse by the teaching staff.

SECTION 17

For the growth and development of the curriculum of the Akron-Fairgrove School District, the Board agrees to establish a Curriculum Committee to serve as an advisory body representing the Akron-Fairgrove Schools grades K-12.

SECTION 18

The following legal holidays shall be observed and no class held: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

SECTION 19

Anytime a certified teacher is in another teacher's classroom with students, the assigned teacher may leave their classroom, without penalty. (This does not include when a Special Education teacher is present during inclusion education.)

SECTION 20

As finances allow the Board will provide individual classroom teachers \$150 for annual classroom supplies.

ARTICLE VI – LEAVE OF ABSENCE

SECTION 1

Child care leave without pay is available to teachers. A leave of one (1) year will be granted, without pay or increment and shall be renewable upon request of written application to the superintendent prior to July 1 preceding the school year in question.

A child care leave shall be taken only when the object child of the leave is:

1. Newborn
2. Newly adopted
3. Terminally or critically ill

Leave will commence upon written request. Two week notice is required when possible.

SECTION 2

In order to provide for continuity within the classroom between pupil and teacher, the teacher shall notify the superintendent's office in writing at least three (3) months prior to the expected date of birth or adoption so that necessary arrangements can be made to procure the teacher's replacement. The notification shall contain the teacher's tentative plans for taking leave.

SECTION 3

The Board may require that a teacher take and provide results of a physical or mental examination by an appropriate doctor at the District's expense, whenever the Superintendent feels that such an examination is warranted. On the basis of this examination, teacher performance, and the physician's recommendation, the Board may require that the teacher take a leave of absence for a period not to exceed the balance of the current semester, school year and/or one additional year without pay or increment. The doctor shall be selected by the District from a list agreed to by both the Association and the Board. The teacher may file an additional medical report at his/her own expense from a doctor of his/her choice, selected from the agreed list. Both opinions will be used as basis for the Board's decision.

SECTION 4

Any teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay or increment, upon written application, for the remainder of the semester or the school year for the express purpose of recovering from this illness. Leaves under this paragraph will be renewed upon request for up to a two year period upon submission of

satisfactory documentation to the Board. Additional requests for renewal may be considered by the District on an annual basis. Renewal leaves will be for a school year and written application must be submitted prior to the July 1st preceding the school year during which the renewal has its effect.

SECTION 5

Before a teacher is permitted to return to work after an illness, he/she is required to present a physician's statement certifying his/her readiness to return to work with no hazard to the health or safety of the teacher or the students. The cost for procuring such a statement shall be borne by the Board. The District may require an examination by an independent physician from the agreed list of doctors, and such an examination shall be at the Board's expense.

SECTION 6

Teachers who are executive officers of the Association or are appointed to state level staff may, upon proper application by July 1 prior to the year in question, be given a leave of absence without pay for a maximum of two (2) years for the purpose of performing duties for the Association.

SECTION 7

Military leaves of absence shall be granted in accordance with state and federal law.

SECTION 8

The Board shall grant a one (1) year leave of absence without pay to any teacher to campaign for or serve in a public office.

SECTION 9

A teacher may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board. However, the Board reserves the right in its sole discretion to approve accelerated termination of leave on the basis of each individual case.

SECTION 10

Failure to return from a leave on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the teacher prior to said date.

SECTION 11

The Board of Education may grant up to a one (1) year leave of absence to a teacher making a specific written request.

SECTION 12

The Board shall not be required to grant an unpaid leave of absence to any teacher who has not been employed by the Board as a teacher for a least one (1) year.

SECTION 13

Leaves shall also be granted in accordance with the Federal Family and Medical Leave Act.

- a. The Board may require medical verification of the employee's illness or that the family member's serious illness required employee's presence and is consistent with the Federal Family and Medical Leave Act. A second medical opinion may be required at the Board's discretion and expense.
- b. The Board and the teacher agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of educational programming and service delivery.
 1. If a teacher begins leave under this section more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the teacher would return to work during the three (3) week period immediately before the conclusion of the semester.
 2. If a teacher begins leave during the five (5) week period before the end of a semester, the Board may require that leave be taken until the end of the semester if the leave will last more than two (2) weeks and if the employee would return to work during the two (2) week period immediately before the end of the semester.
 3. If a teacher begins leave during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the employee to take leave until the end of the semester.
- c. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other

circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within ninety (90) days of demand.

SECTION 14

Days off without pay shall not be granted without the approval of the Superintendent at his/her sole discretion, and shall not be subject to the grievance procedure.

ARTICLE VII – PAID LEAVE OF ABSENCE

SECTION 1

There will be thirteen (13) personal days allowed per year. Employees who are employed for less than half (1/2) of the regular school day will be granted ten (10) personal days, per year. Employees shall report personal leave at the earliest possible time.

Personal days may be used for activities which can be performed only during school hours. Personal days shall not be used on a day preceding or succeeding a vacation during which school is not in session without the written permission of the Superintendent. Otherwise the use of personal days shall be at the discretion of the teacher. Personal days shall be requested five (5) days in advance except in the case of an emergency where the request shall be made at the earliest possible time. Personal days shall accumulate to a maximum of one hundred eighty (180) days. A teacher may not use more than two (2) personal days in a row, without approval from the Superintendent. All personal days must be used before going on long term disability. A teacher may request and may be granted one-half (1/2) of a personal days as per building administrator. If three (3) consecutive days are due to illness, a doctor's note must be presented upon return.

SECTION 2

In the event that a teacher is unable to get to school due to circumstances beyond his/her control, a substitute is hired to fill his/her position, that day will be charge against the teacher's personal business day allowance.

SECTION 3

Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary for the duration of the illness or disability. The amount paid by the Board shall be prorated against the teacher's accumulated personal leave.

SECTION 4

Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative by the teacher involved. Time lost by a teacher in connection with any incident mentioned in this paragraph shall not be charged against the teacher unless the teacher is guilty of a misdemeanor or felony as a direct outgrowth of said incident.

In the event that the teacher shall receive compensation under the Worker's Compensation law, the Board shall only be required to pay the difference between such compensation and the teacher's salary until accumulated personal leave has been exhausted.

SECTION 5

Leave of absence with pay or personal leave not chargeable against the teacher's allowance shall be granted for the following reasons:

1. A maximum of five (5) days per school year for a death in the immediate family of the employee or the employee's spouse.
2. A maximum of five (5) days per school year for an illness in the immediate family that required hospitalization.
3. Teachers will request relief from jury duty in the event that a qualified substitute is not available. The reimbursement received for jury duty shall be deducted from the teacher's salary, excluding any money received from travel and/or other similar allowances.
4. Court appearance as a witness in any case connected with the teacher's employment at the school or whenever the teacher is subpoenaed to attend any other type of proceeding involving school related cases. A teacher subpoenaed to serve as a witness in a non-school related case in which he/she is not the plaintiff nor the defendant will also be released under the terms of this paragraph. The teacher will request to be excused as a witness.
5. Approved visitations at other schools or for attending educational conferences or conventions, including Association meetings if so directed by the Administration.

6. Time necessary for attendance at the funeral service of a person (other than immediate family) whose relationship warrants such attendance is permissible.
 - a. One (1) day will be allowed without teacher benefits or salary deductions.
 - b. If more than one (1) day is utilized during the school year for the above purpose, the additional time will be charged to personal days, or deductions of the salary paid to the teacher and deducted in the order listed.
7. Time necessary to take the selective service physical examination.
8. Time necessary for required National Guard duty during a declared emergency up to five (5) days.
9. The immediate family shall be construed, when used in this paragraph, to include: father, mother, brother, sister, spouse, children, grandparents, or grandchildren, mother-in-law and father-in-law.

SECTION 6

A designated teacher engaged during the school day in negotiating on behalf of the member of the bargaining unit, as described at the beginning of this Agreement, with any representative of the Board, or participating in any professional grievance negotiation arising hereunder, including arbitration hear, shall be released from regular duties without loss of salary.

ARTICLE VIII – VACANCIES, TRANSFERS AND REDUCTION OF STAFF

SECTION 1

A teaching position within the system shall be considered vacant when the employee holding the position has resigned or retired, is discharged, demoted, promoted, transferred, or when it is a newly created position. A teaching position shall not be considered vacant when such vacancy is caused by a reduction in the total teaching or administrative staff.

SECTION 2

Any member of the Akron-Fairgrove Education Association may apply for any position within the system. Such applications shall be made in writing, addressed to the superintendent within seven (7) calendar days of posting.

SECTION 3

Vacancies in any teaching position shall be publicized by the Board by preparing written notice of such positions and/or vacancies, and posting one (1) copy in each building. Any teacher may, if he/she so desires, receive individual notices of vacancies that occur during the summer by leaving self-addressed, stamped envelopes in the superintendent's office (A suggested number would be six.)

SECTION 4

By October 1 of each year, the Board and the Association shall jointly prepare a seniority list based upon the following criteria:

1. The number of years in full time service in the District
2. The amount of regular part-time service in the District shall be computed on a proportionate basis.
3. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause. If severance is due to layoff or transfer to a non-bargaining unit position, that teacher shall retain all seniority accumulated as of the effective date of layoff or transfer.
4. In the event that two (2) or more teachers have an equal amount of service after the procedures in 1, 2 and 3 have been followed, the following shall determine placement on the seniority list.
 - a. Teacher's first duty date.
 - b. Graduate credit hours beyond the BA or BS degree earned through an accredited college or university.
 - c. Non-graduate credit hours beyond the BA or BS degree earned through an accredited college or university.
 - d. The date the Board took action to hire the teacher.
 - e. If all factors are equal, a drawing shall be held to determine placement. The teachers involved and the Association shall be notified of the drawing in order that they may attend.

5. Within ten (10) days after posting the seniority list, objections to the list shall be submitted; thereafter the list shall be final and conclusive for that year. Any change in a teacher's certification and/or transcript shall be on file by October 1 of the current school year to be considered for purposes of Article VIII, Section 4 only.

ARTICLE IX – GRIEVANCE PROCEDURE

SECTION 1

Any teacher, group of teachers, or the Association, believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any existing rules, order, or regulation of the Board, or any other provision of law relating to wages, hours, terms or conditions of employment, may file a written grievance with the Association, or the Board and its designated representative. Until a grievance is received by the administration, it is not deemed a grievance. In the event that the grievance is based upon a single act, alleged to have been done in violation of the Agreement, the grievant shall have fifteen (15) days from the alleged violation occurred over the summer to file the grievance initially. If however, the grievance alleges a condition that continues to be in violation of the contract, or a violation that was of a continuing nature, the grievant shall have up to the final effective date of the contract or thirty (30) days after the continuing (alleged) violation ceased to be in effect, whichever is later. The term "days" when used throughout this Agreement shall mean school days throughout the school year and normal working days throughout the summer when students are not in attendance.

SECTION 2

The Association shall designate its staff personnel and two (2) representatives per building to handle grievances when requested by the grievant. The Board hereby designates a principal or other designee of each building to act as its representative at Level One as hereinafter described and the Superintendent or his/her designated representative to act at Level Two as hereinafter described.

SECTION 3

Informal Level – The grievant, whether an individual or the Association, shall discuss the grievance with the building principal within the time limits specified in Article X, Section I, in an attempt to resolve the grievance. If no resolution is obtained within five (5) days of discussion, the Association or the teacher shall reduce the grievance to writing and proceed within five (5) days to Level One.

SECTION 4

Level One – The grievant, whether an individual or the Association, shall present the grievance in writing, either individually or through his/her representative, to the building principal. The only exception to this procedure shall occur when the grievance involves teachers in more than one school building. In such a case, the grievance shall be initiated at Level Two as hereinafter described. Within five (5) days of the receipt of the grievance, the principal shall render his/her decision in writing to the Association.

SECTION 5

Level Two – If the grievant or the Association is not satisfied with the disposition of the grievance at Level One, the grievance may be transmitted to the Superintendent within ten (10) days of the receipt of the grievance from the building principal. This may be done by the grievant individually or through his/her representative or by the Association. Within ten (10) days of the receipt of the grievance, the Superintendent shall render his/her decision in writing to the Association.

SECTION 6

Level Three – If the Association or the grievant is not satisfied with the disposition of the grievance at Level Two, the grievance may be presented to the Board within ten (10) days of the receipt of the grievance from the Superintendent. This may be done by the grievant himself/herself or through his/her representative. The Superintendent and the Board, or a designated committee of Board members, will meet with the Grievant and his/her representative and attempt to reach a mutually acceptable resolution. In no event, except with the express written consent of the Association, shall final determination of the grievance be made by the Board more than thirty (30) days after its submission to the Board. The Board shall transmit its decision on the grievance in writing to the Association within five (5) days after the decision has been made.

SECTION 7

Level Four – If the Association is not satisfied with the decision at Level Three, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties, within thirty (30) days after receipt of the Board decision. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration hearing. The Parties shall not be permitted to assert in any such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party at least ten (10) days prior to the date of the hearing. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both Parties agree to be bound by the award of the arbitrator, subject only to judicial review.

SECTION 8

The fees and costs of the arbitrator shall be borne by the losing party as determined by the arbitrator. If the hearing is held during the school day, the grievant and one (1) representative shall be released from duties without loss of salary. Teachers needed as witnesses on behalf of the Association shall also likewise be released; however the Akron-Fairgrove Education Association shall reimburse the Board for the cost of the substitute at the daily substitute rate. Costs for other witnesses shall be borne by the Party calling the same.

SECTION 9

Written grievances should contain the following:

1. The signature of the grievant(s).
2. A synopsis of the fact giving rise to the alleged violation.
3. The section or subsections of the Agreement alleged to have been violated.
4. The date of the alleged violation, if applicable.
5. The relief requested.

SECTION 10

The number of days indicated at each step of the grievance procedure should be considered as maximum and every effort should be made to expedite the grievance process. Any time limit may be extended by mutual consent. In the event that the Association and the grievant fail to proceed within the express time limits, the grievance shall be considered dropped. In the event that the Board or its representative(s) fail to act within the specified time limit, the grievance may be processed at the next level by the grievant or the Association.

SECTION 11

If a teacher files an appeal with the Michigan Tenure Commission over a matter which is the basis of a grievance, then all grievances which are pending or may be filed over the matter shall be waived, and no further recourse to this grievance procedure may be had over the matter.

The Arbitrator shall have no authority to review any of the following:

1. Where an alternative federal or state forum exists.
2. The discharge of a probationary teacher.

3. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act.
4. Any other allegation that does not fit the definition of a grievance as defined within this agreement.

ARTICLE X – PROFESSIONAL COMPENSATION AND INSURANCE

SECTION 1

The salaries of teachers and the duration of the salary schedule covered by this Agreement are set forth in Schedule A which is attached to and incorporated into this Agreement. Teachers shall assume proper placement on the schedule annually as credits, degrees, or certification are completed and verified. When a teacher earns a degree or earns sufficient semester hours to move from one salary schedule to another, adjustments to the salary schedule shall take place at the beginning of the ensuing semester. Provided, however, if the teacher notified the Board prior to the beginning of the school year, the adjustment will be with the initial check of the school year. If the notification occurs prior to the beginning of the semester, the change will be effective at the beginning of that semester.

SECTION 2

Teachers shall receive their regular pay in twenty-six (26) equal installments with the option of receiving a lump sum payment at the conclusion of the school year. The teacher must exercise his/her option on or before the first teacher duty day of the school year and no changes may be made until the first teacher duty day of the following year.

SECTION 3

The Board may grant experience credit up to step four (4) of the salary schedule. The Board may, in its sole discretion, grant beyond step four (4) for experience credit to newly hired teachers.

SECTION 4

For the purposes of calculation only, the professional hourly rate of each teacher shall be determined by dividing his/her base salary, as set forth in Schedule A, by the number of contracted teacher workdays for a given contract year by seven (7) hours. This rate will be used

when additions or deductions are made to a teacher's contracted salary, except for hourly substituting, which shall be paid at the rate of twenty dollars (\$20.00) per normal class periods and thirty dollars (\$30.00) per block period.

SECTION 5

Those salaries for teaching assignments between the end and the beginning of the school year (during the summer) will be subject to the salary established in Schedule A, unless previously agreed and stipulated in the supplemental and extra duty schedules contained in Schedule B.

SECTION 6

Other after school responsibilities to which teachers are assigned supervision, or other required activities, shall be paid as provided for in Schedule B of this Agreement. New Schedule B items not provided for in Schedule B will be subject to agreement between the Board and the Association.

SECTION 7

Upon written authorization from the teacher, the Board shall make the plan listed in Sections (1) and (2) below available through payroll deduction, and shall make the appropriate remittances to the respective companies under the following conditions:

1. Monthly deductions shall be made prospectively for annuities from companies that accept a common collection agent, and for any other plan requested by THE ASSOCIATION that meets with Board approval. Monthly deductions shall also be made for additional insurance programs available through MESSA.
2. Equal deductions from each paycheck will be made for credit union plans.
3. The written authorization for each deduction listed in Section (1) and (2) above must be made on or before the first teacher duty day of the school year in which they are to be effective and no change will be made until the following school year except at the Superintendent's discretion.

SECTION 8

Upon the death or retirement or layoff of a teacher from the District, the Board shall pay to the teacher, or his/her estate, a sum equal to forty-three dollars (\$43.00) for each unused accumulated personal day, up to a maximum of one hundred eighty (180) days. The amount

will remain at \$43.00 for the second year of the contract. Any employee receiving this pay out, with a total dollar amount of five hundred dollars (\$500.00) or more, shall have the school district deposit this money into a 403(b) account. The employee may select from providers: Valic, Paradigm, Equitable, and Thrivent Financial approved by the school district for payroll deduction purposes.

SECTION 9

Each teacher that drives his/her personal car on school business shall be reimbursed at the rate established by the Internal Revenue Service. Reimbursement requests must be requested monthly if applicable and/or within thirty (30) days of the business trip.

SECTION 10

Beginning July 1, 2015 and continuing until June 30, 2017, the Board shall provide to the employee full insurance benefits. See below:

Article X, Section 10 will be re-visited each year of the contract. By mutual agreement, we will reopen the contract in the fall of 2015 to address medical insurance and HSA funding for the 2016 calendar year.

Medical:	Option 1
	Deductible \$1,750/\$3,500
	OV/UC/ER 0% after deductible
Prescription Drugs:	RX Co-pay \$15/\$50
	50%/20%/25% after deductible 3 x MOPD
Dental:	District Provided: Class I.....100% Class II..... 90% Class III..... 90% Class IV..... 90% \$1,500 Annual Max on Class I, II, III \$1,500 Lifetime Max on Class IV Passive PPO Network
Vision:	District Provided: VSP 2 Silver Look-a-like plan Passive PPO Network
Life/AD & D:	National Insurance Services

	\$40,000 Benefit
LTD:	The Provider 66 2/3% to \$3,500 Monthly Max Maximum monthly salary \$5,150 <u>Elimination Period</u> – 90 calendar days Modified Fill <u>Alcohol Drug</u> – Same as any other illness <u>Mental/Nervous</u> – Same as any other illness No Pre-X Clause

The Board will pay the monthly amounts for full time employees for 2015-2017 major medical using the hard cap amounts as determined by PA 152.

For insurance purposes only, it has been agreed upon by the Akron-Fairgrove Schools Board of Education and Akron-Fairgrove Education Association that the Board of Education has agreed to pay the full premium and the HSA up to the cap limit for current employees. The amounts deposited into the HSA will be determined during meetings in the fall (Sept/Oct) of 2015 and may include a low HSA deposit and a high HSA deposit plan which employees will be able to choose from. For example, \$500.00 (low) and \$3500.00 (high). The HSA amount is included in the maximum cap amount and anything over the cap amount must be paid by the employee. Cap limits will be implemented for the balance of this contract.

SECTION 11

In the event a teacher is unable to complete a full school year due to illness, the following provisions shall apply.

1. All absences chargeable to a teacher's personal leave allowance shall be covered in full by the board.
2. Should a teacher exhaust his/her personal leave and be forced to take an unpaid leave of absence, the insurance coverage provided by the Board shall continue for a period of one (1) calendar year following the teacher's use of his/her final personal leave day.
3. Should the unpaid leave of absence extend beyond the coverage provided by the Board, the teacher may continue his/her health insurance benefits by paying monthly the normal per subscriber group rate premium for such benefits to the Board.

In the event that a teacher does not complete a full school year for any other reason, the insurance coverage provided by the Board shall terminate in the month succeeding the month during which the teacher ended his/her active service.

SECTION 12

The teacher must indicate his/her desired coverage on or before the first teacher duty day of the school year. No changes may be made until the first teacher duty day of the following year unless there is a change in the teacher's family status during the course of the school year. Changes in family status shall be reported by the employee to the business office within thirty (30) days of such change. Otherwise changes may be made only at the discretion of the Superintendent.

SECTION 13

For bargaining unit members who opt not to have the health insurance, the Board will provide a monthly cash-in-lieu which may be used to purchase a tax sheltered annuity as required by the Internal Revenue Codes (See 125 Plan). This option shall not apply to retired teachers who are retired from the district. For teachers who have opted for the cash-in-lieu before July 1, 2015 will receive an amount equal up to the single subscriber rate. Those opting for the cash-in-lieu on or after July 1, 2015 will receive a maximum of \$3,500 per school year.

SECTION 14

The Board shall reimburse the teachers the cost of teacher certificate fees.

SECTION 15

The hours beyond the Bachelor's or Master's degree may be either graduate or undergraduate hours. Undergraduate hours must be approved by the Board or its designated representative.

SECTION 16

The teacher upon completion of eleven (11) years or more of service at Akron-Fairgrove Schools will receive bonus checks based on the following chart. Each teacher will receive a bonus check with the last pay period in July.

Years	Amount
11 years but less than 20	\$200.00
20 years but less than 25	\$400.00
25 years but less than 30	\$650.00
30 years and above	\$1000.00

ARTICLE XI – DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2015, and shall continue in effect until June 30, 2017. Teachers who are employed by the Board between the end of the school year and September 1st will be covered by all contract provisions and benefits. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date herein.

FOR THE BOARD

FOR THE ASSOCIATION

Board President

Association President

Board Secretary

TCBA Negotiator

Date

Date

SCHEDULE A

Salary Schedule

2015-2016

Pay Freeze, no Steps, Slides or Longevity will be granted. Employees will receive a \$250 off schedule signing bonus in their first paycheck after the contract is ratified.

Step	BA	BA & Cert	BA + 20 & Cert	MA & Cert	MA + 30 & Cert
0	37327	37697	38121	38542	38927
1	38800	39184	39630	40066	40464
2	40255	40650	41110	41561	41975
3	41712	42123	42601	43066	43498
4	43166	44208	44913	45616	46345
5	44619	46256	47201	48137	49101
6	0	48313	49487	50654	51865
7	0	50372	51773	53172	54606
8	0	52424	54056	55697	57367
9	0	54470	56351	58213	60138
10	0	57325	59460	61589	63809

Reopener for 2016-17 wages.

SCHEDULE B

Certified Teachers/Non Certified Personnel 2015-2017

Coaching	1-3 Yrs. Non- certified	Certified	4-6 Yrs. Non- certified	Certified	7 Yrs. Non- certified	Certified
Varsity Football	2800	3959	2800	4146	2800	4335
Asst. Varsity Football	2000	3016	2000	3204	2000	3392
Junior Varsity Football						
Asst. Junior Varsity Football						
Junior High Football (2)	1500	1885	1500	2074	1500	2261
Varsity Cross Country – Boys	1000	1696	1000	1791	1000	1885
Varsity Cross Country – Girls	1000	1696	1000	1791	1000	1885
Varsity Basketball	2800	3959	2800	4146	2800	4335
Jr. Varsity Basketball	2000	2639	2000	2827	2000	3016
Jr. High Varsity Basketball (2)	1500	1885	1500	2073	1500	2262
Varsity Volleyball	2800	3959	2800	4146	2800	4335
Jr. Varsity Volleyball	2000	2639	2000	2827	2000	3016
Junior High Volleyball (2)	1500	1885	1500	2073	1500	2262
Varsity Baseball	2800	3392	2800	2827	2800	3016
Varsity Softball	2800	3392	2800	3581	2800	3770
Varsity Track	2800	3392	2800	3581	2800	3770
Asst. Varsity Track	2000	2639	2000	2827	2000	3016
Jr. High Track	1500	2073	1500	2262	1500	2450
Academics						
Senior Class Advisor		500				
Junior Class Advisor		500				
Sophomore Class Advisor		1800				
Asst. Sophomore Class Advisor		1300				
Freshman Class Advisor		500				
Jr. High Class Advisor		500				
High School Student Council Advisor		755				
Elementary Student Council Advisor		500				
National Honor Society		755				

*Non-certified staff remain on the same scale
 Certified staff qualify to move to yearly steps

ADVISORS MUST MEET A MINIMUM OF TEN (10) MEETINGS PER YEAR OR SALARY WILL BE PRORATED.

All Coaches & Advisors positions will be hired through a third party contractor. Certified staff have the option to be placed back on the Akron-Fairgrove payroll for the last three (3)/best years preceding retirement if MIP or last five (5)/best years if enrolled in Basic.