

TABLE OF CONTENTS

WITNESSETH..... 2
ARTICLE I – RECOGNITION OF PARTIES AND SCOPE OF AGREEMENT..... 3
ARTICLE II – ASSOCIATION RIGHTS AND RESPONSIBILITIES..... 4
ARTICLE III – BOARD OF EDUCATION RIGHT AND RESPONSIBILITIES..... 6
ARTICLE IV – TEACHER RIGHTS AND RESPONSIBILITIES 7
ARTICLE V – HOURS AND CONDITIONS..... 9
ARTICLE VI – LEAVE OF ABSENCE..... 14
ARTICLE VII – PAID LEAVE OF ABSENCE 17
ARTICLE VIII – VACANCIES, TRANSFERS AND REDUCTION OF STAFF..... 19
ARTICLE IX – GRIEVANCE PROCEDURE..... 21
ARTICLE X – PROFESSIONAL COMPENSATION AND INSURANCE 24
ARTICLE XI – DURATION OF AGREEMENT 29
SCHEDULE A 30
SCHEDULE B..... 31

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.

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.

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 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 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

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.)

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.

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.

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.

- 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,

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.

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.

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.


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



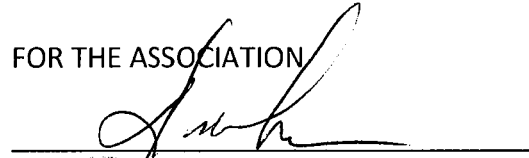
Board President

 11-9-15

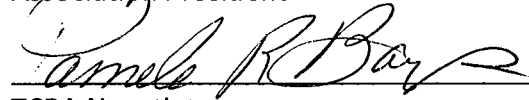
Board Secretary

11-9-15
Date

FOR THE ASSOCIATION



Association President



TCBA Negotiator

Oct. 29, 2015
Date

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.