

**Master Agreement
between the
BOARD OF EDUCATION
and the
Tri-County Bargaining Association
NEA - MEA
Akron-Fairgrove Education Association
2006-2007 – 2007-2008**

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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 predominantly 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 to 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 reasonably accommodated.

The Akron-Fairgrove Schools has designated Mr. Joseph Candela, Superintendent, 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 Mr. Joe Candela, Principal, Akron-Fairgrove Jr/Sr High School; 2800 N. Thomas Road, Fairgrove, 48733; (517) 693-6112, 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 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 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 concessions 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

Each bargaining unit member, shall as a condition of employment on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.2777 (7) and at request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure below. Such monies shall be remitted to the Association or its designee no later than twenty (20) days following deduction. The procedure in all cases of non-payment of the service fee shall be as follows:

1. The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effectuated.
2. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph 1, above.
3. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
4. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.

5. The deduction of membership dues and/or representation fees shall be made from the second paycheck of each month for ten (10) months, beginning in September and ending in June of each year. Dues deductions shall be transmitted by the Board to the Association designee within ten (10) days after such deductions are made. The designee shall be responsible for disbursement of dues paid to the Treasurers of those organizations designated by the Association. A list of teachers from whom those deductions have been made shall accompany the remittance to the Association.
6. All refunds claimed for dues of the Association, MEA or NEA, under such dues authorization shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction. The Board agrees to assist the Association in finding any mathematical errors with respect to refund claims.
7. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying the Association security/agency shop provision of this Article. The Association shall, when the Board is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Associations. The Association shall have the right to negotiate a settlement with any bargaining unit member who challenges the Association's security/agency shop provisions under this Article. If the indemnification and hold harmless provision is found to be unlawful, the duty to make involuntary deductions shall cease.
8. Pursuant to Chicago Teachers Union v Hudson, 106 S Ct 1066 (1986), the Association has established a policy regarding "objection to political ideological expenditures-administrative procedures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
9. Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members along with other required information, may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or nonpayment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
10. The Association shall certify at least annually to the District, fifteen(15) days prior to the date of the first payroll deduction for professional fees and at least fifteen (15) days prior to the date of the First payroll deduction for service fees, the amount of service fee to be deducted by the District, and that said service fee includes only those amounts permitted by the Agreement and by law. Further, the Association agrees to timely notify the District in the event a court order is entered restraining the Association from implementing its policy regarding objections to political ideological expenditures. If as a result of notice that such an order has been entered, the District intends to suspend involuntary wage deductions under this Article, it shall give timely notice to the Association.

SECTION 5

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 6

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 7

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

SECTION 8

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 bulletins shall be made available to the Akron-Fairgrove Education Association and its members.

SECTION 9

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 10

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 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 relinquished 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 regulations 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, and no religious or political activities of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. 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 wages, 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 of a telephone number they must call between 6:00 and 6:40 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

SECTION 9

No teacher shall be disciplined, reprimanded, or demoted without just cause. Probationary teachers shall be subject to discharge in accordance with provisions of the Teachers' Tenure Act relating to probationary teachers. Any other discipline, reprimand, or demotion, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof, shall be subject to the professional grievance negotiations procedure herein before set forth.

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, if filed in his/her personnel file, 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 times 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 elementary teachers:

1. Total student contact time for any teacher shall not exceed three-hundred twenty (320) minutes/or a statutory minimum which ever 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.
2. Each teacher shall be provided a duty free lunch period of not less than thirty (30) minutes.
3. Each teacher shall be provided preparation time during the school day of not less than thirty (30) consecutive minutes per day.

SECTION 7

The following schedule shall apply to all secondary teachers:

1. Total student contact time, as defined in Paragraph 3.6, Section (1) above, shall not exceed three-hundred ten (310) minutes/or a statutory minimum, which ever is more. There shall not be more than seven (7) periods in a day (six for a 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 period equal in length to a regular class period. A preparation period shall not be granted for Schedule B (Extra duty schedule).

SECTION 8

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 9

Exceptions to Article V, Section 6, Sub Section 2 and Article V, Section 7, Sub Section 2 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 10

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 11

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 12

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 \$3.00 per overload for student, per day for grades K-6 and \$2.25 per overload student per class, per day, for grades 7-12 for class overloads where a student is registered and the teacher is in attendance. The special education teacher shall receive \$3.00 per overlad 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:

- a. Kindergarten through Third Grade.....28 students
- b. Fourth through Sixth Grade.....30 students
- c. Combination Room.....25 students
- d. English, Social Studies, General Education
Mathematics, Science, Language
Business.....30 pupils
- e. Typing, Drafting.....36 pupils
(Administration shall make an attempt to provide adequate
work stations for students serviced)
- f. Industrial Arts, Vocational Shop, Homemaking....24 pupils
- g. Art, Health Education.....30 pupils
- h. Physical Education.....40 pupils
- i. Music.....42 pupils
- j. Band.....1440 pupils/week
- k. Elementary Resource Teacher Caseload18 students
- l. Secondary Resource Teacher Caseload.....20 students
- m. Categorical Special Education Teacher Caseload..15 students

SECTION 13

No adjustments need to be made to comply with the provisions of Section 12 for overload situations that occur as a result of an influx of one or more students until after the fall student count day as required by the State of Michigan for state accounting purposes.

SECTION 14

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 Spring vacations. 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 15

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-appointing 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 16

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

SECTION 17

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 nonalcoholic 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 18

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 19

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

ARTICLE VI

LEAVE OF ABSENCE

SECTION 1

Child care leave without pay is available to teachers. A leave of one 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

Both leaves will commence upon written request. Two weeks 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, teaching 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

Upon return from a leave the teacher shall be placed in the same position he/she held at the time the leave was granted. If the position has been eliminated the teacher will be placed in an available position most similar to the position held prior to the leave. If no positions are available he/she will be placed in the position of the least senior teacher in the District who is in a position for which the returning teacher is certified if the returning teacher is less senior than all other teachers on staff who are in positions for which the returning teacher is certified he/she shall be placed on layoff.

SECTION 10

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 11

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 12

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

SECTION 13

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 at least one (1) year.

SECTION 14

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 requires 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 15

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 eight (8) sick days and four (4) personal days allowed per year. Employees shall report sick leave at the earliest possible time. The four 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. Those personal days not used will be added as sick leave days. The combination of sick leave days and personal days, if not utilized, may constitute twelve (12) days per year, and they shall accumulate to a maximum of one hundred eighty (180) days.

SECTION 2

In the event that a teacher is unable to get to school due to circumstances beyond his/her control, and a substitute is hired to fill his/her position, that day will be charged against the teacher's personal business day allowance. In the event that a teacher's personal business day allowance has been used up, the Superintendent may, at his/her discretion, allow the use of a sick leave day for this purpose.

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 sick 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 sick leave has been exhausted.

SECTION 5

Leaves of absence with pay or sick 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 requires 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 for 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, father-in-law.

SECTION 6

A designated teacher engaged during the school day in negotiating on behalf of the members 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 hearing, shall be released from regular duties without loss of salary.

**ARTICLE VIII
TEACHER EVALUATION**

SECTION 1

Evaluation shall insure that only efficient and qualified educators are employed by the District. In evaluating teachers, the following policies will apply:

- (1) The primary purpose of evaluation shall be to improve teaching quality.
- (2) Evaluation shall be a cooperative effort of administrators, supervisors and teachers.
- (3) Since assignments are different for each teacher, it would be inappropriate to apply identical criteria to evaluate dissimilar job descriptions. Evaluations shall be personalized to give consideration to individual differences without surrendering basic educational standards.
- (4) Planning to correct deficiencies is at least as important as identifying weaknesses.
- (5) Written summaries of the total evaluation process shall be maintained in the teacher's personnel file, and copies of filed materials are to be given to the teacher.
- (6) The opportunity to seek review of a questionable evaluation shall always be available.

SECTION 2

The performance of the teacher shall be carefully observed and evaluated in order to ascertain his/her level of performance.

- (1) Each teacher shall be entitled to written information regarding:
 - (a) the scope of his/her professional assignment.
 - (b) the factors on which performance will be evaluated.
 - (c) the aims and objectives of the District.
 - (d) sources of assistance in improving performance.
- (2) Tenured teachers will be evaluated once every two years and non-tenured teachers will be evaluated three times per year.
- (3) The teacher and the evaluator are to discuss the evaluation in a scheduled conference.
- (4) The teacher shall have the opportunity to place supplementary information regarding the evaluation and the conference in his/her personnel file.
- (5) Together, the teacher and the evaluator are to strive to offer the best possible instructional program in the classroom.
- (6) Orientation, instructional aides, and in-service growth opportunities shall be provided for the teacher.
- (7) Teachers shall be evaluated to the performance of their current assignment.
- (8) The evaluation report shall contain specific statements as to areas of performance requiring improvement. A program for improvement will be included.
- (9) Throughout the evaluation process:
 - a. The Administrator may observe a teacher up to three times before producing a formal evaluation.

- b. The Administrator may produce an evaluation after the first or second observation if in his/her judgment there is no need for further observations.
- c. Any further observations (up to three) will result in an additional evaluation.
- d. A teacher will be evaluated at each site that he/she works.

SECTION 3

- (1) A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform the duties of a master teacher as specified in the Code.
- (2) A probationary teacher, for his/her first three (3) years in the district, shall be assigned a mentor teacher by the Administration with notification to the Association President.
- (3) The mentor teacher shall be a tenured teacher. Qualified Association members shall be given preference.
 - a. Participation as a mentor teacher shall **be voluntary**.
 - b. The mentor teacher assignment shall be for one (1) school year subject to review after four (4) months by the mentor teacher, probationary teacher and the building administrator. The appointment may be renewed in succeeding years.
- (4) The building administrator, probationary teacher and mentor teacher shall cooperate in establishing the probationary teacher's individualized development plan.

SECTION 4

All monitoring or observation of the classroom performance of a teacher shall be conducted in person in the classroom of the teacher. Following the classroom observations, the teacher's performance will be documented using the Teacher Evaluation Form found in Appendix A of this Master Agreement.

**ARTICLE IX
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 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

The Board declares its support of a general policy of filling vacancies from within its own teaching staff. Vacancies occurring in teaching positions will be filled from among the applicants on the basis of seniority, certification and posted qualifications as determined by the Board. The Board reserves the right to fill such vacancies from outside the system if no applicant from within the system can satisfactorily fill the vacancy or no applications are received from within the system.

SECTION 5

The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the system without undue disruption of the existing educational program. If the Board in its judgment so determines, such positions may be filled in the most expedient manner until the end of the current school year, at which time the position will be considered vacant.

SECTION 6

Since the frequent transfers of teachers from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. Transfers may be made by the administration to allow better staff utilization for student learning.

SECTION 7

An involuntary transfer, a change in grade assignment at the elementary level, or a change in subject area assignment at the secondary level may be made to meet the programmatic needs of the district, to prevent undue disruption of the educational program, or to prevent the layoff of a teacher. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer or change in assignment. If the Association objects to the transfer or assignment change for the reason given, the dispute may be resolved through the grievance procedure. In no event shall any such involuntary transfer or change in assignment be made subsequent to the August 1st preceding the start of the school year during which the transfer or assignment change would have taken effect.

SECTION 8

By October 1 of each year, the Board and 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 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 IX, Section 8 only.

SECTION 9

In the event that it becomes necessary to reduce the number of teachers through layoff of employment, or to reduce the number of teachers in a given subject area, field, or program, or eliminate or consolidate positions, the following procedures shall than be used. Beginning with the first name on the seniority list, each individual will be placed in an assignment, for which he/she qualified, matching his/her current assignment, if possible. Involuntary transfers within a unit shall be made in order to provide a position for which a teacher with less seniority is qualified, provided that the teacher so transferred shall have the right to his/her previous position when the reclaiming of said position does not result in the layoff, or continued layoff, of another teacher.

SECTION 10

Each teacher on layoff shall be recalled to service in the District to the first position in the District for which he/she is qualified, in the inverse order in which he/she was laid off. The recall list shall be maintained by the Board for a period of three (3) years.

SECTION 11

For purposes of this article, a teacher shall be considered qualified if:

- 1) He/she has State of Michigan certification for the grade level and subject matter to be taught.
- 2) For positions at the secondary level (grades 9-12), possession of a major or minor(s) in the subject(s) to be taught or an endorsement requiring training in the subject to be taught.
- 3) For positions at the 7th and 8th grade levels, the following standards shall apply:
 - a) A K-8 certificate will qualify the teacher to instruct 7-8 general subject areas (math, science, social studies, English). For special areas, at least twelve (12) semester hours in the discipline will be required
 - or
 - b) A secondary certificate with a major, minor, or twelve (12) semester hours in the discipline
 - or
 - c) Criteria set forth by North Central Accreditation
 - or
 - d) Teaching experience in the subject area in the Akron-Fairgrove Schools in grades 7-8 for at least five (5) years.
- 4) For positions at the elementary levels, possession of an elementary certificate. For positions in special elementary areas, such as music, art and physical education, the teacher must possess specific certification in the subjects to be taught.
- 5) Teachers must possess the qualifications set forth in the applications or grants of any federally or state-funded programs to be eligible to be assigned to such programs.

ARTICLE X 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 or the grievant shall have fifteen (15) days from the first teacher day if 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 Board may hold a hearing thereon, may

designate one or more of its members to hold a hearing, or otherwise investigate the grievance, or prescribe such procedures as it may deem appropriate for consideration of the grievance, provided however, that 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 proceeding 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(a).
- (2) A synopsis of the facts 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 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.

ARTICLE XI
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 hour per normal class periods and \$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 Sections (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 sick 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, and Equitable 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.

SECTION 10

The Board shall provide the premium for health insurance MESSA Pak protection for up to the teacher's entire family as described in subsection 1-6. Payments shall be made July 1 through June 30.

- (1) MESSA Choices II with \$5.00/\$100 RX
- (2) Dental: Classes I,II, and III 100/90/90: \$1,500 Class IV 90: \$1,500
- (3) LTD: Benefit percentage 66 2/3%
Maximum monthly income \$3,500, and shall begin with the expiration of ninety (90) calendar days modified fill
- (4) Term Life Insurance in the amount of \$40,000
- (5) Vision service program (VSP) 2 silver
Or
- (1) MESSA Super Care 1 with \$5.00/\$10.00 RX co-pay \$100/\$200
- (2) Dental classes I,II and III 100/90/90: \$1,500 class IV 90: \$1,500
- (3) LTD: Benefit percentage 66 2/3%
Maximum monthly income \$3,500, and shall begin with the expiration of ninety (90) calendar days modified fill
- (4) Term life insurance in the amount of \$40,000
- (5) Vision service program (VSP) 2 silver
- (6) Preventive care rider

The board shall pay the full amount of the MESSA Chocies II benefit premium. Teachers who choose to continue receiving MESSA Super Care 1, shall pay the difference in cost of single, two party or full family non-pak rates for Super Care 1 to Chocies II.

SECTION 11

Any teacher who desires coverage through MESSA, in addition to, or other than that provided by the Board, may have the premiums for such coverage payroll deducted.

SECTION 12

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 sick leave allowance shall be covered in full by the Board.

- (2) Should a teacher exhaust his/her sick 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 sick 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 13

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 14

The Board will provide bargaining unit members, not choosing health insurance up to the single subscriber rate available, cash 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.

SECTION 15

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

SECTION 16

The hours beyond the bachelors or masters degree may be either graduate or undergraduate hours. Undergraduate hours must be approved by the Board or its designated representative.

ARTICLE XII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until August 31, 2009 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.

Signatures:

THE AKRON FAIRGROVE SCHOOLS BOARD OF EDUCATION

_____ Board President

_____ Board Secretary

TCBA/AKRON-FAIRGROVE EDUCATION ASSOCIATION

_____ Association President

_____ Chief Spokesperson TCBA/A-F

LETTER OF AGREEMENT

Between the
Akron-Fairgrove Education Association (AFEA)
And the

Akron-Fairgrove Schools Board of Education

Re: ESEA/NCLB Act of 2001

Teachers displaced due to the No Child Left Behind Act of 2001 which is a reauthorization of the Elementary and Secondary Act of 1965 (ESEA), may move into positions for which they are certified, or "highly qualified" and for which they rank higher on the seniority list than the present teacher. "Highly Qualified" will be defined as those teachers meeting the State Board of Education requirements or its definition of highly qualified.

It is agreed that language is being worked on by both parties of the Akron-Fairgrove Educational Association and the Akron-Fairgrove Schools Board of Education independently of this bargaining process. However, it is agreed that the Akron-Fairgrove School teachers may use any and all options available per the Michigan Department of Education definition of Highly Qualified teacher for the content areas in order to determine as highly qualified as defined by federal legislation ESEA/No Child Left Behind. The Board and the Association shall mutually agree to process of implementation of the HOUSSE options.

The hours beyond the bachelors or masters degree may be either graduate or undergraduate hours. Undergraduate hours must be approved by the Board or its designated representative. In the event that the teacher is required to take additional tests to become or remain highly qualified, the tests shall be paid by the school district one time only per subject area.

Akron-Fairgrove Schools
Education Association (AFEA)
Date _____

Akron-Fairgrove Schools
Board of Education
Date _____

AKRON-FAIRGROVE SCHOOLS
 SCHEDULE A CERTIFICATED SALARY EMPLOYEES
 2007-08
 1.5%

- A - Bachelor's Degree
- B - Bachelor's Degree with a Permanent, Continuing or Professional Education Certificate
- C - Bachelor's Degree with a Permanent, Continuing or Professional Education Certificate and Twenty (20) Graduate Semester Hours with a provisional certificate, after being employed as a full time employee with Akron-Fairgrove Schools and the approval of the Superintendent.
- D - Master's Degree with a Permanent, Continuing or Professional Education Certificate
- E - Master's Degree with a Permanent, Continuing or Professional Education Certificate and Thirty (30) Graduate Semester Hours

Step	BA	BA&Cert	BA+20&Cert	MA&Cert	MA+30&Cert
0	36140	36499	36909	37317	37690
1	37566	37939	38370	38792	39177
2	38975	39358	39802	40240	40641
3	40386	40784	41247	41698	42115
4	41794	42803	43485	44166	44872
5	43201	44786	45701	46606	47540
6		46777	47913	49044	50216
7		48770	50127	51480	52870
8		50758	52338	53927	55543
9		52739	54559	56362	58226
10		55502	57570	59631	61781