

MASTER AGREEMENT

BETWEEN THE

Akron-Fairgrove Board of Education

AND THE

Akron-Fairgrove Education Association

MEA/NEA

July 1, 2024 - June 30, 2026

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

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that results and improved student achievement for the children of Akron-Fairgrove is their mutual aim, and that the character of such education depends predominately upon the quality and morale of the teaching service and

WHEREAS, the members of the teaching profession are particularly qualified to provide input to and advise the Board concerning educational programs and standards, and

WHEREAS, the Parties, following extended and deliberate professional negotiations, have reached certain understandings, which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I – RECOGNITION OF PARTIES AND SCOPE OF AGREEMENT

SECTION 1

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

SECTION 2

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

SECTION 3

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

SECTION 4

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

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

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

ARTICLE II – ASSOCIATION RIGHTS AND RESPONSIBILITIES

SECTION 1

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to present any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement, provided the Association has been given the opportunity to be present at such adjustment.

SECTION 2

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

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

SECTION 3

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

SECTION 4

Electronic copies of this Agreement shall be furnished by the mutually agreed upon publishing entity to both the Board and teachers now employed and 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

A copy of each regular Board meeting agenda and a copy of the approved minutes of that or any special meeting may be accessed on the school website or by request to Central Office for a paper copy.

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. The Association shall reimburse the District for the cost of the substitute and the individual teacher's retirement cost for a teacher who engages in Michigan Education Association duties or meetings that requires release from the regular school day. This provision is not applicable to local meetings with Administration.

SECTION 10

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

The Board will provide the following information for each employee between October 1 – 5 of each year to the Association via e-mail and attached excel document, or as inputted into school's staff database.

A complete listing of bargaining unit staff that includes the following:

1. First, Middle and Last Name
2. Start date of employment
3. FTE, step, lane placement as well as annual salary
4. Building/position/room number assigned
5. School email address
6. Home/mailling address and phone number
7. Personal telephone number (if provided by the member)
8. Personal email address (if provided by the member)

Designated Association Representatives shall be given, via e-mail and attached excel document, the same information detailed above within five (5) business days of any new hires of bargaining unit members that occur throughout the year.

Termination of employment, by any bargaining unit member shall be reported to the Designated Association Representatives, including the termination date, via e-mail no later than five (5) business days after the member's last day of employment.

Notification of any bargaining unit member placed on layoff or leave of absence (paid or unpaid) shall be reported to the Designated Association Representatives via e-mail no later than five (5) business days after the first day of leave.

SECTION 11

Before any personnel information is released to a party making a Freedom of Information Act (FOIA) request, the District will inform the affected teacher(s) and the Association President, via email, of such release.

ARTICLE III – BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

SECTION 1

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

SECTION 2

The exercise of the powers, rights, and authority of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights and authority under the Michigan General School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE IV – TEACHER RIGHTS AND RESPONSIBILITIES

SECTION 1

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

SECTION 2

Each teacher has the professional responsibility to admonish students disobeying school regulation in his/her presence during the time between the beginning and the end of the teacher's day and during such time that the teacher is responsible for assigned Schedule B activities. Teachers will report any such incident to the building principal for such corrective

action as may be necessary and final. Where possible, teachers will be in the halls during passing time.

SECTION 3

The Board will provide Board policies online on the school website. 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 or to refrain from such activities. 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 or non-membership in the Association, his/her participation in or non-participation any activities or his/her institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

SECTION 6

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

SECTION 7

The provisions of this Agreement and the wage, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, membership or non-membership, association or non-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 must report prior to 6:30 AM unavailability for work, to the current substitute provider. Once a teacher has reported unavailability, it shall be the responsibility of the current substitute provider to arrange for a substitute teacher.

SECTION 9

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 10

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. In accordance with Board Policy 8320, an official personnel file shall be maintained at Central office and teachers shall (at their own expense) have rights to a copy of any materials included in such file. When a teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance, shall said signature be interpreted to mean agreement with the content of the material.

SECTION 11

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.

SECTION 12

The District and the Association agree to implement a Mentor Teacher Program for the following purposes:

- To provide a nurturing, ongoing support system for new teachers through a personal and professional relationship with an experienced fellow teacher;
- To provide increased levels of understanding and skills in teaching for new classroom teachers in the district;
- To create a challenging yet nurturing teaching environment in our school that will encourage new teachers to commit to the teaching profession and to the goals of this school community.

Each new teacher in his or her first three years in the classroom or first year in the District shall be assigned a mentor teacher. The selection of the mentors will be made in a timely manner through a collaborative effort between Building Administrators and the Association. Criteria in the selection of mentors will include:

- Every effort will be made by the district to match mentors and new teachers who work in the same building and have a similar area of certification or assignment.
- Consideration will be given to mentor and new teacher with a common planning time/lunch time when possible. If no common planning time is available, release time shall be arranged through the building principal.
- All appointments as mentor teachers will be voluntary.
- Appointments for the mentor will be reviewed at the end of each semester or unless either party requests a change through their building principal or the selection committee.

The mentor is to meet with the mentee at least four (4) hours per semester to be spaced throughout each semester.

Mentor teachers shall be compensated at \$350 the first year, \$250 the second year and \$200 the third year, providing they complete the form provided in Appendix A.

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 a student's instructional and/or behavior plan, the Board and the administration will take reasonable steps to secure the required assistance for said students.

The Board and Association agree to work collaboratively within established building networks to improve the teaching and learning conditions of the school, both academic and behavioral.

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 ensuring 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, 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.

The Board recognizes that the professional staff brings an added dimension to selecting and recommending appropriate instructional tools. Every reasonable effort will be made to implement the recommendations as presented, however the Board reserves the right in its sole discretion to select the tools as necessary.

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:

High School and Middle School scheduled between 7:40 a.m. and 3:05 p.m. Elementary school scheduled between 7:50 a.m. and 3:15 p.m. Each schedule will include a minimum five (5) minute window between report time and start time and a minimum five (5) minute window between end time. Any changes in length of class, length of preparation period, or official scheduled time will be negotiated.

Upon the request of the administration, teachers shall remain no later than one hour after school, no more than one (1) times per month, for required meetings. These meetings shall be scheduled at the beginning of the school year. There are no requirements for teachers to attend meetings identified as "voluntary." Upon mutual agreement between Administration and the Association, substitute meetings may be scheduled.

SECTION 6

The following schedule shall apply to all teachers:

1. Teacher schedules shall include student contact time not to exceed one hundred eighty (180) student days and clock hours as required by the statutory minimum. Teachers shall be provided professional development in accordance with state requirements. Contact time is defined as time during which students are scheduled for classes for that teacher. This time would not include preparation time, duty free lunch time or the time teachers are to report before and after classes, or time during which a teacher is responsible for Schedule B activities. There shall not be more than seven (7) periods in a day (six for a teacher), for the Secondary teacher, without prior negotiation with the association.

If it becomes necessary to deduct a day's pay from a teacher, the teacher's salary shall be determined by dividing his/her base salary, as set forth in Schedule A, by 185 teacher workdays for a given contract year to determine the amount to deduct per day.

2. Each teacher shall be provided a duty-free lunch period of not less than thirty (30) minutes.
3. Each full-time teacher shall be provided a preparation time equal in length to a minimum of 50 minutes at the Elementary or equal to a class period at the Junior/Senior High School. A preparation period shall not be granted for Schedule B (Extra Duty Schedule).
4. It is understood the State School Aid Section 101(4), as amended, does not require "Act of God" days called during any school year to be made up and the District shall not require the teachers to do so. It is also understood that teachers shall not lose any compensation for "Act of God" days called during any school year. "Act of God" days over and above the current state law during any school year shall be made up with no additional compensation. If public School Aid Act Section 101 (4), as amended, changes and does not require the make-up of "Act of God" days, the Board shall not require teachers to make them up.

SECTION 7

A part-time teacher's preparation time shall be pro-rated based on his/her FTE.

SECTION 8

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 9

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 and the appropriate proration of overload pay. The teacher (not substitute) shall receive \$2.00 per overload student, per hour, up to \$12 per day for regular Elementary building teachers; shall receive \$2.00 per overload student, per subject, up to \$12 per day for departmentalized elementary teachers; and \$2.00 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 \$8.00 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	26 students
Fourth through Fifth Grade	29 students
Combination Room	25 students**
Sixth through Twelfth Grade	30 pupils
Elementary Resource Teacher Caseload	18 students
Secondary Resource Teacher Caseload	20 students
Special Education Teacher Consultant Caseload	18 students

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

SECTION 10

No adjustments need to be made to comply with the provisions of Section 9 for overload situations that occur prior to Labor Day.

SECTION 11

Teacher attendance is required at four (4) evening conferences/or programs.

Said events will be tentatively placed on the calendar with a 30-day notice of changes, in exchange for two (2) one-half (1/2) days of school.

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-two (\$22.00) dollars per hour for each hour of required attendance beginning with the second open house, conference, or program.

Kindergarten teacher attendance is required at Kindergarten Round-up as a 5th evening program. Kindergarten teachers will be paid two hours at their professional hourly rate (X.4) or paid a \$100 stipend, whichever is greater.

SECTION 12

All extra duty positions, including coaching assignments, are non-tenure assignments and shall be assumed by the teacher voluntarily only.

SECTION 13

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

SECTION 14

1. Telephone facilities shall be made available to teacher 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, where 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 for any misuse, vandalism, damage and/or theft from such vending machines as a result of misuse by the teaching staff.

SECTION 15

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

SECTION 16

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

SECTION 17

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

SECTION 18

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

ARTICLE VI – LEAVE OF ABSENCE

SECTION 1

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

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

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

Leave will commence upon written request. Two 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, teacher performance, and the physician's recommendation, the Board may require that the teacher take a leave of absence for a period not to exceed the balance of the current semester, school year and/or one additional year without pay or increment. The doctor shall be selected by the District from a list agreed to by both the Association and the Board. The teacher may file an additional medical report at his/her own expense from a doctor of his/her choice, selected from the agreed list. Both opinions will be used as basis for the Board's decision.

SECTION 4

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

SECTION 5

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

SECTION 6

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

SECTION 7

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

SECTION 8

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

SECTION 9

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

SECTION 10

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

SECTION 11

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

SECTION 12

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

SECTION 13

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

- a. The Board may require medical verification of the employee's illness or that the family member's serious illness required employee's presence and is consistent with the Federal Family and Medical Leave Act. A second medical opinion may be required at the Board's discretion and expense.
- b. The Board and the teacher agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of educational programming and service delivery.
 1. If a teacher begins leave under this section more than five (5) weeks before the end of a semester, the Board may require that leave be taken until the conclusion of the semester if the leave is to last at least three (3) weeks and the teacher would return to work during the three (3) week period immediately before the conclusion of the semester.

2. If a teacher begins leave during the five (5) week period before the end of a semester, the Board may require that leave be taken until the end of the semester if the leave will last more than two (2) weeks and if the employee would return to work during the two (2) week period immediately before the end of the semester.
 3. If a teacher begins leave during the three (3) week period before the end of a semester and the leave will last more than five (5) working days, the Board may require the employee to take leave until the end of the semester.
- c. The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for a teacher who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the teacher fails to return from leave at its expiration (except in the event of the continuance, onset or recurrence of a serious health condition of the teacher or other circumstances beyond the teacher's control) the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the teacher, with any deficiency to be remitted by the teacher to the Board within ninety (90) days of demand.

SECTION 14

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

ARTICLE VII – PAID LEAVE OF ABSENCE

SECTION 1

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

Personal days 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. 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 day as per building administrator. If three (3) consecutive days are due to illness, a note from a medical

provider may be requested upon return. If a note from the medical provider is not provided as requested, the days may be unpaid.

Personal days accumulated more than one hundred (100) will be paid to the employee prior to July 31st at a rate of fifty dollars (\$50.00) per day.

A part-time teacher's payment for personal days accumulated shall be pro-rated based on their FTE.

SECTION 2

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

SECTION 3

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

SECTION 4

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

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

SECTION 5

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

1. A maximum of five (5) days per school year for a death in the immediate family of the employee or the employee's spouse.
2. A maximum of five (5) days per school year for an illness in the immediate family that required hospitalization.

3. Teachers will request relief from jury duty in the event that a qualified substitute is not available. The reimbursement received for jury duty shall be deducted from the teacher's salary, excluding any money received from travel and/or other similar allowances.
4. Court appearance as a witness in any case connected with the teacher's employment at the school or whenever the teacher is subpoenaed to attend any other type of proceeding involving school related cases. A teacher subpoenaed to serve as a witness in a non-school related case in which he/she is not the plaintiff nor the defendant will also be released under the terms of this paragraph. The teacher will request to be excused as a witness.
5. Approved visitations at other schools or for attending educational conferences or conventions, including Association meetings if so directed by the Administration.
6. Time necessary for attendance at the funeral service of a person (other than immediate family) whose relationship warrants such attendance is permissible.
 - a. One (1) day will be allowed without teacher benefits or salary deductions.
 - b. If more than one (1) day is utilized during the school year for the above purpose, the additional time will be charged to personal days, or deductions of the salary paid to the teacher and deducted in the order listed.
7. Time necessary to take the selective service physical examination.
8. Time necessary for required National Guard duty during a declared emergency up to five (5) days.
9. The immediate family shall be construed, when used in this paragraph, to include: father, mother, brother, sister, spouse, children, grandparents, or grandchildren, mother-in-law and father-in-law.

SECTION 6

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

ARTICLE VIII – SENIORITY

SECTION 1

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

1. The number of years in full time service in the District
2. The amount of regular part-time service in the District shall be computed on a proportionate basis.
3. All seniority is lost when employment is severed by resignation, retirement, or discharge. If severance is due to layoff or transfer to a non-bargaining unit position, that teacher shall maintain their personal days and seniority for a period of three (3) years. Personal days and seniority do not accrue while on layoff.
4. In the event that two (2) or more teachers have an equal amount of service after the procedures in 1, 2 and 3 have been followed, the following shall determine placement on the seniority list.
 - a. Teacher's first duty date.
 - b. Graduate credit hours beyond the BA or BS degree earned through an accredited college or university.
 - c. Non-graduate credit hours beyond the BA or BS degree earned through an accredited college or university.
 - d. The date the Board took action to hire the teacher.
 - e. If all factors are equal, a drawing shall be held to determine placement. The teachers involved and the Association shall be notified of the drawing in order that they may attend.
5. Within ten (10) days after posting the seniority list, objections to the list shall be submitted; thereafter the list shall be final and conclusive for that year. Any change in a teacher's certification and/or transcript shall be on file by October 1 of the current school year to be considered for purposes of Article VIII, Section 4 only.

ARTICLE IX – VACANCIES, TRANSFERS, AND REDUCTIONS

SECTION 1

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

SECTION 2

Vacancies in any teaching position shall be publicized by the Board by preparing written notice of such positions and/or vacancies and posting one (1) copy in each building. Vacancies over the summer will be emailed to all bargaining unit members.

SECTION 3

Internal qualified applicants shall be awarded the position prior to considering external applicants. Awarding a vacancy to external applicants shall only occur if no existing bargaining unit employees meet the criteria outlined in the Section.

Vacancies occurring in teaching positions will be filled from among the applicants based on seniority, certification, posted qualifications, and effective evaluations as determined by the Board. The Board reserves the right to fill vacancies from outside the system if no applicant from within the system can satisfactorily fill the vacancy or no applications are received from the system.

SECTION 4

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 is so determined, 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 5

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.

However, 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.

ARTICLE X – LAYOFF AND RECALL

SECTION 1

It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, or a significant reduction in funding.

In the event that it becomes necessary to reduce the number of teachers through layoffs 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 then be used:

1. Beginning with the first name on the seniority list, each individual will be placed in an assignment, for which he/she is qualified, matching his/ her current assignment if possible.
2. 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.
3. Non-certified, then probationary certified teachers will be laid off first, provided there are adequately certified teachers to replace them as allowed by law.
4. If further reduction is still necessary, then tenured teachers will be laid off in the inverse order of seniority providing that such teachers who are retained are adequately certified for the positions they are to fill and rated as effective on their most recent educator evaluation.

SECTION 2

The Association will be notified of the contemplated reduction in personnel at least ten days before the layoff notices are distributed to the teachers.

SECTION 3

The board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

SECTION 4

The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualification on file with the Board at the time the layoff occurs. The certification and qualification of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board in writing of any inaccuracies in board records and/or any changes as they occur.

SECTION 5

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 years.

SECTION 6

A teacher refusing an offer of recall to a position for which the teacher is adequately certified and qualified shall be deemed a voluntary quit and shall result in forfeiture of the further rights of recall.

SECTION 7

Teachers laid off shall have insurance benefits continued and paid by the Board until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE XI – GRIEVANCE PROCEDURE

SECTION 1

If a question of contractual procedure or implementation should arise, every effort will be made to exhaust all informal remedies prior to moving to a formal level to start the grievance process in motion.

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 application of 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 thirty (30) days from

the alleged violation occurred 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 Association representatives per building to handle grievances when requested by the grievant. The Board designates a principal or other designee of each building to act as its representative at Level One as described and the Superintendent or his/her designated representative to act at Level Two.

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 IX, Section 1, 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. Within five (5) days of the receipt of the grievance, the principal shall render his/her decision in writing to the Association.

SECTION 5

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

SECTION 6

Level Three – If the Association or the grievant is not satisfied with the disposition of the grievance at Level Two, the grievance may be presented to the Board within ten (10) days of the receipt of

the grievance from the Superintendent. This may be done by the grievant himself/herself or through his/her representative. The Superintendent and the Board, or a designated committee of Board members, will meet with the Grievant and his/her representative and attempt to reach a mutually acceptable resolution. In no event, except with the express written consent of the Association, shall final determination of the grievance be made by the Board more than thirty (30) days after its submission to the Board. The Board shall transmit its decision on the grievance in writing to the Association within five (5) days after the decision has been made.

SECTION 7

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

SECTION 8

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

SECTION 9

Written grievances should contain the following:

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

SECTION 10

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

SECTION 11

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

Arbitration shall not be pursued for the following:

1. Where an alternative federal or state forum exists.
2. The discharge of a probationary teacher.
3. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act.
4. Any other allegation that does not fit the definition of a grievance as defined within this agreement.
5. Prohibited subjects of bargaining.

ARTICLE XII – 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 following board approval. The hours beyond the Bachelor's or Master's degree may be either graduate or undergraduate hours, so long as it is in the education field.

SECTION 2

Teachers shall receive their regular pay in twenty-six (26) equal installments.

SECTION 3

The Board may, in its sole discretion, grant experience credit within the bounds of the salary schedule.

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-seven dollars and fifty cents (\$27.50) per normal class period as established by the class schedule.

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.
2. Equal deductions from each paycheck will be made for credit union plans.

3. The written authorization for each deduction listed in Section (1) and (2) above must be made on or before the first teacher duty day of the school year in which they are to be effective and no change will be made until the following school year except at the Superintendent's discretion.

SECTION 8

Upon death, retirement, or layoff exceeding three (3) years, the Board shall pay to the teacher, or his/her estate, a sum equal to fifty dollars (\$50.00) for each unused accumulated personal day, up to a maximum of one hundred thirteen (113) days.

An employee who notifies the district of their intent to retire by January 31st of the school year in which they do retire by June 30th will receive a sum equal to eighty-five dollars (\$85.00) for each unused accumulated personal day, up to a maximum of one hundred thirteen (113) days.

Any employee receiving this pay out, with a total dollar amount of five hundred dollars (\$500.00) or more, may have the school district deposit this money into a 403(b) account, with the current board approved third party administrator.

SECTION 9

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

SECTION 10

Post-retirement employees are ineligible for Section 10.

For planning purposes, January 1 – December 31 will be the plan year for district provided health insurance. For employees who resign, receive a non-renewal, or are terminated health benefits, including any HSA district contributions, will end the last day of the month employment ceases.

A part-time teacher's 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.

For medical insurance, the Board agrees to pay the full premium and the HSA up to the hard cap limit as determined by PA 152. The amounts deposited into the HSA will be communicated prior to the annual renewal. The HSA amount is included in the maximum cap amount and anything over the cap amount must be paid by the employee.

The annual employer paid amounts shall adjust annually at the beginning of each plan year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act.

If no hard caps exist, the base dollar contribution increase shall equal the percentage increase in insurance costs from the previous year, up to 3%.

The employee's premium contribution will be payroll deducted, in equal amounts from the employee's paychecks through a qualified Section 125 Plan.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HSA up to the maximum amounts allowed by Federal law.

Dual coverage for spouses shall not be permitted where both individuals are employed in this bargaining unit and are otherwise eligible for coverage.

All other non-medical benefits described shall be fully employer paid and provided to all employees in the bargaining unit.

Plan:	Benefits:
Medical	Choice of: Plan 1 ABC 1 HSA PPO Plan Deductible \$1,650/\$3,300* OV/UC/ER 0% after deductible Plan 2 ABC 2 HSA PPO Plan Deductible \$2,000/\$4,000* OV/UC/ER 0% after deductible <i>*In accordance with the IRS</i>
Prescription Drugs	Free/\$10/\$40-\$80/\$60-\$100
Dental	District Provided: Class I.....100% Class II.....90% Class III.....90% Class IV.....90% \$1,500 Annual Max on Class I, II, III \$1,500 Lifetime Max on Class IV
Vision	District Provided: VSP-3 Plus P-250CL
Life/AD&D	\$40,000 Benefit

LTD	66 2/3% to \$4,000 Monthly Max Maximum monthly salary \$6,000 <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
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SECTION 11

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

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

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

SECTION 12

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

SECTION 13

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

after July 1, 2015 will receive monthly disbursements of the annual amount of \$3,500 into a board approved annuity. The cash-in-lieu benefit will end in the month the employee resigns or is terminated.

In order to ensure that eligible employees receive cash-in lieu in compliance with the Patient Protection and Affordable Care Act, the employee must voluntarily and in writing opt out of the available medical health care plan and certify that the employee has other medical health care coverage.

SECTION 14

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

SECTION 15

Certified staff who obtain/maintain safety care certification will receive a \$630 stipend.

SECTION 16

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

Years	Amount
11-19 years	\$100 per year of service
20-24 years	\$120 per year of service
25 or more years	\$150 per year of service

ARTICLE XIII – EVALUATION

SECTION 1

Beginning with the 2024-2025 school year, the negotiated performance evaluation system shall include a rigorous, transparent, and fair performance evaluation system that includes:

1. Specific performance goals to improve their effectiveness in the upcoming school year.
2. An evaluation of the teacher's job performance with timely and constructive feedback.
3. Multiple rating categories that take into account student growth and assessment data that have been negotiated with the Association.

4. The use of student growth and assessment data as 20% of the year-end evaluation determination.
 - a. The student growth and assessment data shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the grade-level/department level teachers.
 - b. The teacher, in collaboration with the administration, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or have other anomalous circumstances that warrant eliminating that data.
 - c. That data used must be attributable to the actual teaching responsibilities of the individual teacher.
5. A year-end evaluation that utilizes other objective criteria for 80% of the year-end evaluation determination.

SECTION 2

Classroom observations (walkthroughs are not considered classroom observations) that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

1. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.
2. The observation must include a review of pupil engagement in the lesson that is observed.
3. The observation shall be no less than fifteen consecutive minutes.
4. There shall be notice of the planned observations dates given to the teacher at least two school days prior to the observation.
5. Feedback on both 1 and 2 above will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred.
6. There shall be at least two (2) classroom observations of a teacher in each school year in which the teacher is evaluated, conducted at least 60 days apart.
7. The second observation shall occur no later than May 10th.
8. There shall be no unscheduled observations.

SECTION 3

Beginning July 1, 2024, the annual performance evaluation system will assign a year end rating of “effective”, “developing” or “needing support”.

The year-end evaluation determination shall be delivered at a meeting with the observing administrator and the teacher no later than the last day of the school year.

In the event there is no year-end evaluation as described above, the teacher shall be deemed “effective” for that school year.

SECTION 4

Teachers who work less than sixty (60) days in any school year, or who have an accumulated leave of absence from work during the school year amounting to a total of thirty (30) days or more, or who have their evaluation results vacated through the grievance procedure or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation for that year.

SECTION 5

If a tenured teacher has been rated “highly effective” or “effective” for three consecutive year-end evaluations, they shall be evaluated every third year thereafter. If the subsequent year-end rating is not “effective” on an evaluation following the third year, the teacher shall be evaluated annually until receiving an “effective” rating for an additional three consecutive years.

The initial evaluation rotation of tenured teachers will be determined by building, using a method of random selection.

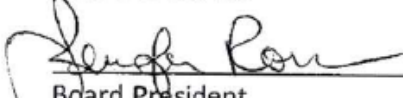
ARTICLE XIV – DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2022⁴, and shall continue in effect until June 30, 2024⁶. 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.

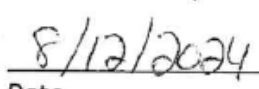
There shall be a reopener for financials (wages and benefits) at the end of the 2024-25 school year, to be implemented at the beginning of the 2025-26 school year.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date herein.

FOR THE BOARD

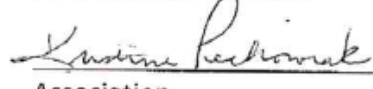


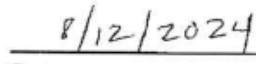
Board President

Board Secretary

Date

FOR THE ASSOCIATION



Association_____
Association

Date

SCHEDULE A: Salary Schedule

At the beginning of the school year, each bargaining unit member will advance one step on the schedule.

At the beginning of the 2024-25 school year, the salary schedule will increase 3%.

There shall be a reopener for financials (wages and benefits) at the end of the 2024-25 school year, to be implemented at the beginning of the 2025-26 school year.

2024-2025				
Bachelors Degree (BA)		2023-2024	2024-2025	
Increase each step by 3%		BAP-1	\$43,549.95	\$44,856.44
		BAP-2	\$45,655.83	\$47,025.51
		BAP-3	\$47,761.72	\$49,194.57
		BAP-4	\$49,867.60	\$51,363.63
		BAP-5	\$51,973.49	\$53,532.70
		BAP-6	\$54,079.38	\$55,701.76
		BAP-7	\$56,185.26	\$57,870.82
		BAP-8	\$58,291.15	\$60,039.89
		BAP-9	\$60,397.04	\$62,208.95
		BAP-10	\$62,502.92	\$64,378.01
Bachelors Degree + 20 hours (BA20)				
Increase each step by 3%		BAP+-1	\$44,218.31	\$45,544.86
		BAP+-2	\$46,504.55	\$47,899.69
		BAP+-3	\$48,790.79	\$50,254.51
		BAP+-4	\$51,077.03	\$52,609.34
		BAP+-5	\$53,363.27	\$54,964.17
		BAP+-6	\$55,649.51	\$57,318.99
		BAP+-7	\$57,935.75	\$59,673.82
		BAP+-8	\$60,221.99	\$62,028.65
		BAP+-9	\$62,508.23	\$64,383.47
		BAP+-10	\$64,794.47	\$66,738.30
Masters Degree (MA)				
Increase each step by 3%		MAP-1	\$44,886.68	\$46,233.28
		MAP-2	\$47,358.58	\$48,779.33
		MAP-3	\$49,830.47	\$51,325.39
		MAP-4	\$52,302.37	\$53,871.44
		MAP-5	\$54,774.27	\$56,417.50
		MAP-6	\$57,246.16	\$58,963.55
		MAP-7	\$59,718.06	\$61,509.60
		MAP-8	\$62,189.96	\$64,055.66
		MAP-9	\$64,661.86	\$66,601.71
		MAP-10	\$67,133.75	\$69,147.76
Masters Degree + 30 hours (MA30)				
Increase each step by 3%		MAP+-1	\$45,528.52	\$46,894.38
		MAP+-2	\$48,196.69	\$49,642.59
		MAP+-3	\$50,864.85	\$52,390.80
		MAP+-4	\$53,533.01	\$55,139.00
		MAP+-5	\$56,201.18	\$57,887.21
		MAP+-6	\$58,869.34	\$60,635.42
		MAP+-7	\$61,537.50	\$63,383.63
		MAP+-8	\$64,205.67	\$66,131.84
		MAP+-9	\$66,873.83	\$68,880.05
		MAP+-10	\$69,542.00	\$71,628.25

SCHEDULE B: Extra Duty Pay

Coaching	1-3 Yrs.	4-6 Yrs.	7 + Yrs.
Varsity Football	3959	4146	4335
Asst. Varsity Football	3016	3204	3392
Junior Varsity Football			
Asst. Junior Varsity Football			
Junior High Football (2)	1885	2074	2261
Varsity Cross Country – Boys	1696	1791	1885
Varsity Cross Country – Girls	1696	1791	1885
Varsity Basketball	3959	4146	4335
Jr. Varsity Basketball	2639	2827	3016
Jr. High Varsity Basketball (2)	1885	2073	2262
Varsity Volleyball	3959	4146	4335
Jr. Varsity Volleyball	2639	2827	3016
Junior High Volleyball (2)	1885	2073	2262
Varsity Baseball	3392	2827	3016
Varsity Softball	3392	3581	3770
Varsity Track	3392	3581	3770
Asst. Varsity Track	2639	2827	3016
Jr. High Track	2073	2262	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		
Drama	2000		
Academic Games	500		

Notes:

- Advisors must meet a minimum of ten (10) meetings per year or salary will be prorated.
- If more than one (1) qualified applicant should apply for a Schedule B position, preference will be given to the most senior certified staff.
- Salary/stipends may increase upon Board review and approval. Non-certified staff will not exceed the certified staff salaries provided in Schedule B.

SCHEDULE C: Calendar

Calendar

pedia

Your source for calendars

REVISED

2024/25 School Calendar

November 2024						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
						16

October 2024						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
						17

September 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						19

August 2024						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						10

March 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					19

February 2025						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
						15

January 2025						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
						20

December 2024						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
						15

July 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2025						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
						16

May 2025						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
						17

April 2025						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
						16

Calendar Key

No School

1/2 Day

Parent-Teacher Conference 1/2 Day

Teacher PD - No Students

APPENDIX A: Mentor Teacher Agreement

Mentor Teacher Agreement

School Year _____

The AFEA Master Agreement creates a Mentor Teacher Program is designed to:

- *Provide a nurturing, ongoing support system for new teachers through a personal and professional relationship with an experienced fellow teacher;*
- *Provide increased levels of understanding and skills in teaching for classroom teachers in the district;*
- *To create a challenging, yet, nurturing teaching environment in our school that will encourage new teachers to commit to the teaching profession and to the goals of this school community*

The Mentor is to meet with the Mentee at least four hours per semester to be spaced throughout each semester for the purpose of discussing areas that may include areas such as instructional support, time management, classroom management techniques, understanding/using online programs such as PowerSchool, Google Classroom, Willsub, PowerTeacher, etc., or any other appropriate topics as related to school culture/climate.

The Mentor teacher shall be compensated at a rate of:

First year \$350

Second year \$250

Third year \$200

To be submitted on or before June 1st to the Building Principal and paid according to contract.

Mentor Teacher _____

Mentee Teacher _____

Dates of Meetings: _____

Compensation: _____