

503

8/31/89

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BOARD BARGAINER_
UNION BARGAINER_

MASTER AGREEMENT

Between

THE AKRON-FAIRGROVE BOARD OF EDUCATION
and
THE TRI-COUNTY BARGAINING ASSOCIATION

1986-87
1987-88
1988-89

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LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Akron-Fairgrove Schools

MICROFILMED
SERIALS SECTION
FBI LIBRARY
FBI - WASHINGTON, D.C.

Atkinson - Fairgrave
E.A.

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5/31/89
~~1988~~

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WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education 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 and 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 Public 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 Public 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 negotiating unit as above defined, and references to male teachers shall include female teachers.

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.

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 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 State Labor Mediation Board, or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement.

SECTION 4

All teachers, as a condition of continued employment, shall, by the first duty day, either:
1 Sign and deliver to the Board an assignment authorizing

deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year, or

2 Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations) within thirty (30) days of the commencement of employment or October 15, whichever is later. In the event the representation fee shall not be paid, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of the

school year. The refusal of said teacher to contribute fairly to the cost of the negotiation and administration of this and subsequent agreements is expressly recognized by the parties as just and reasonable cause for termination of employment. Teachers employed for one semester will pay one-half (1/2) of the dues mentioned in this Paragraph.

3 If a teacher authorizes payroll deduction of the dues or the representation fee, the deductions shall be made from the second pay of each month of the school year. Teachers who do not elect payroll deduction shall pay the dues or who do not elect payroll deduction shall pay the dues or representation fee not later than October 15th of the current year or thirty (30) days after the beginning of employment, whichever is later.

4 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 disbursements of dues paid to it to the treasurers of those organizations designated by the Association. A list of those organizations designated by the Association. A list of teachers from whom the deductions have been made shall accompany the remittance to the Association.

5 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.

6 The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Paragraph of the Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:

a. The damages have not resulted from the negligence, mistfeasance, or malfeasance of the Board or its agents.

b. The Association, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other

tribunal regarding the validity of this section or the defense which may be assessed against the Board by any court or tribunal.

c. The Association has the right to choose the legal counsel to defend any said suit or action.

d. The Association, after consultation with the Board, shall have the right to compromise or settle any claim made against the Board under this section.

e. This Paragraph shall be effective retroactively to the date of this Agreement and all sums payable hereunder shall be determined from said date.

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 this 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 position, or stoppage of work, or absence, 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.

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 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.

SECTION 3

Each teacher will be provided a printed copy of all those Board policies adopted after November 1, 1980 to which he is expected to adhere and those which he is expected to enforce.

Copies of changes in said policies occurring during the school year or during the summer will be provided to the teacher's within thirty (30) days after being adopted by the Board or at the beginning of the school year, respectively. Any teacher who violates unknowingly any policy adopted prior to that date, which has not been given to him in printed form, shall not be reprimanded in any way, until he has been notified in writing that such a policy exists. The Association recognizes, however, that it is the professional responsibility of the teacher to adhere to all policies of which he has knowledge, whether it has been given to him in written form or not, provided that said policies are not in conflict with any of the provisions of this Agreement.

SECTION 4

Nothing contained herein shall be construed to deny or restrict to any teacher rights he 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. As a duly elected body exercising power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the 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 membership in the Association, his participation in any activities or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

SECTION 6

Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or lack thereof, shall be ground 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 6:30 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, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any other discipline, reprimand or reduction in rank, compensation or advantage, 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 of representative of the Association when he 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 rights and obligations.

SECTION 11

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

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, the Board and the administration will take reasonable steps to relieve the teachers of responsibility with respect to such pupils.

SECTION 2

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both 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 reasonable 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 one-half (1/2) hour before classes begin.
2. Teachers are to be at their assigned places of duty no later than fifteen (15) minutes before classes begin.
3. Teachers shall leave school no earlier than fifteen (15) 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 ten (310) minutes. 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 forty (40) minutes.
3. Each teacher shall be provided preparation time during the school day of not less than thirty (30) 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 (300) minutes. 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 forty (40) 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

Part time teachers preparation time and fringe benefits shall be determined as follows:

1. A teacher teaching more than (1/2) one-half time will receive preparation time and all fringe benefits for which they are eligible.
2. A teacher (1/2) one-half time or less shall receive all fringe benefits for which they are eligible in lieu of preparation time.

SECTION 9

Exceptions to Paragraph 3.6, Section (2) and Paragraph 3.7, 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's administrator(s) agree on an alternate plan which is approved by the superintendent.

SECTION 10

Preparation periods are to be used for correcting papers, 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, and in no event shall they exceed the following maxima:

1. There shall be a thirty per cent (30%) allowable overload factor in the elementary (K-6).
 - a. Kindergarten and First Grades-----22 pupils
 - b. Second through Sixth Grades-----25 pupils
2. There shall be a twenty per cent (20%) allowable overload factor in the secondary (7-12).
 - a. English, Social Studies, General Education, Mathematics, Science, Language, Business-25 pupils
 - b. Typing, Drafting-----30 pupils
 - c. Industrial Arts, Vocational Shops, Homemaking-----20 pupils
 - d. Art, Health Education-----25 pupils
 - e. Physical Education-----40 pupils
 - f. Music-----35 pupils
 - g. Band-----1200 pupils/week
3. In the event that the Seventh and Eighth Grades become self-contained classrooms, the overload factor for these grades shall be twenty-five per cent (25%).
4. Classes established under state programs (handicapped,

mentally retarded; emotionally disturbed, sight saving, and hearing conservation classes, e.g.) will not exceed the state guidelines for class sizes in those areas.

5. Split classes may be utilized to achieve the above stated class size limits provided that:

- a. No split class shall exceed sixty per cent (60%) of the stated class size maximum.
- b. No teacher, as a condition of continued employment, shall be assigned a split class involuntarily.
- c. No split class shall be utilized as long as there are one or more teachers on the recall list.

SECTION 13

No adjustments need be made to comply with the provisions of this Paragraph for overload situations that occur as a result of an influx of one or more students after the Fourth Friday count and the beginning of the 2nd semester.

SECTION 14

Building staff meetings when needed shall require the attendance of teachers and may be scheduled outside the regular teaching day as listed in Article V, Section 5. Should staff meetings exceed one hour per week or three hours per month, supplemental pay for the time in excess of the foregoing to attend the meetings shall be made in accordance with the provisions listed in Article XI, Section 4. To facilitate planning, all meetings shall be scheduled one week in advance when exceeding the regular school day. All teachers shall attend said pre-scheduled meetings except when absent from school or absent from the usual place of employment by administrative approval. In emergency situations the Association pledges its cooperation in waiving the required week's notice. Any teacher upon whom this waiver would pose a hardship shall be excused upon notifying the building principal.

The Board may provide up to two evening conferences and one open house per year or any combination thereof, at which teacher

attendance is required.

Teachers assigned to more than one site and required to attend open houses at more than one site will receive nine dollars (\$9.00) per hour for each hour of required attendance beginning with the second required open house.

SECTION 15

All extra duty positions, including coaching assignments, are nontenure 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. All extra duty assignments shall be declared vacant annually and new appointments made for the ensuing school year. The Board shall provide a statement listing the reason(s) for not reappointing 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 but may assign individuals from outside the bargaining unit.

SECTION 16
No teacher shall be required to drive a school bus as part of his 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' lounges.

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

Maternity or 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 the teacher for up to one additional year upon receipt 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. New born
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 own expense from a doctor of his choice, selected from the agreed list. Both opinions will be used as a 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. 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 may be required to present a physician's statement certifying his 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 stated 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. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.

SECTION 7

Military leaves of absence shall be granted to any teacher who shall be inducted "for the period of the draft". Teachers on military leave shall be granted the benefit of any increments and sick leave allowance which would have been credited to them had they remained in active service to the school system.

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 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 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 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 year leave of absence to a teacher making a specific written request.

ARTICLE VII
PAID LEAVE OF ABSENCE

SECTION 1

There will be nine (9) sick leave days and three (3) personal days allowed per year. The three 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. Otherwise the use of personal days shall be at the discretion of

the teacher. 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 control, and a substitute is hired to fill his 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 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 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, and the case has been finally adjudicated, and further provided that, 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.

SECTION 5

Leaves of absence with pay of 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. Teachers subpoenaed to serve as a witness in a non-school-related case in which he is not the Plaintiff nor the defendant will also be released under the terms of this Paragraph. The teacher will request relief 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 the immediate family) whose relationship warrants such attendance is permissible

- (a) One (1) day will be allowed without teacher benefits of 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.

- (9) The immediate family shall be construed, when used in this Paragraph, to include: father, mother, brother, sister,

spouse, children, grandparents, or grandchildren.

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, of 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 the 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 level of performance.

- (1) Each teacher shall be entitled to written information regarding:
 - (a) the scope of his 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) Systematic and comprehensive written evaluations are to be prepared for each teacher as frequently as needed.

Letter of Intent

The parties understand and agree that Article VIII Section 2 subsection 2 shall be interpreted as follows:

 1. That the Administrator may observe a teacher up to three times before producing a formal evaluation.
 2. That the Administrator may produce an evaluation after the first or second observation if in his/her judgment there is no need for further observations.
 3. That any further observations (up to three) will result

in an additional evaluation.
4. That a teacher will be evaluated in each site that he/she works.

- (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 personnel file.
- (5) Together, the teacher and the evaluator are to strive to offer the best possible instructional program in the classroom.
- (6) Adequate orientation, instructional aids, and in-service growth opportunities shall be provided for the teacher.
- (7) Teachers shall be evaluated in 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.

SECTION 3
At the first faculty meeting of the fall semester or before, the principal will appoint a tenure coach for each probationary teacher. The tenure coach must be a tenure teacher. The function of the tenure coach shall be to assist the probationary teacher in becoming familiar with school policies and routines and to offer advice to the probationary teacher whenever he deems it necessary, or when requested by the probationary teacher.

SECTION 4
All monitoring or observation of the classroom performance of a teacher shall be conducted in person in the classroom of the teacher. Any complaints to the administration by a parent of a student directed toward a teacher, if filed in his personnel file, shall be promptly called to the teacher's attention.

**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 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 will be made only in the case of an emergency, 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 of 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.

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.

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 then be used:

- (1) Qualifications for placement in a position shall be determined by the possession of a valid teaching certificate.
- (2) Beginning with the first name on the seniority list each individual will be placed in an assignment for which he is qualified, matching his 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 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 is qualified, in the inverse order in which he was laid off. The recall list shall be maintained by the Board for a period of two (2) years; however, any teacher on layoff may, every second year, in writing to the superintendent, by July 1st of that year, have his name kept on the active recall list. In the absence of such a letter, the teacher shall lose his right to recall. In any event, if a probationary teacher is laid off for more than the length of service he/she had at the time of layoff his/her seniority shall be broken and he/she shall have no further recall rights.

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 rule, 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 reasonable discovery thereof to file the grievance initially. If, however, the grievance alleged 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, whenever 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 designated representative to act at Level Two as hereinafter described.

SECTION 3

Informal Level
The grievance, whether an individual or the

association, shall discuss the grievance with the building principal within the time limits specified in 1.8 in an attempt to resolve the grievance. If no resolution is obtained within three (3) days of the discussion, the association or the teacher shall reduce the grievance to writing and proceed within (5) five 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 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 decision in writing to the Association.

SECTION 5

Level Two - If the grievance of 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 representative or by the Association. Within seven (7) days of the receipt of the grievance, the superintendent shall render his 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 or through his 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 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(s);
- (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 All time limits shall be strictly adhered to. In the event that the Association and grievant fail to proceed within the expressed time limits, the grievance shall be considered dropped. In the event that the Board's representative fails to act within the specified time limits, the grievance may be processed at the next level by the grievant or the Association. In the event that the Board fails to render a decision and transmit the same within the specified time limits, the grievance shall be resolved according to the relief requested by the grievant or the Association as specified in the grievance.

SECTION 11 If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

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 notifies 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 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 school year.

SECTION 3 Each teacher shall receive full credit for public school teaching experience, provided that each half-year's experience, or major fraction thereof, shall be counted as a full year of

experience.

SECTION 4 For the purposes of calculation only, the professional hourly rate of each teacher shall be determined by dividing his base salary, as set forth in Schedule A, by one hundred eighty four (184) days and by six (6) 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 \$9.00 per hour.

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 plans 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 to his estate, a sum equal to thirty (\$30.00) for each unused accumulated sick leave day, up to a maximum of ninety (90) days.

SECTION 9 Each teacher that drives his personal car on school business shall be reimbursed at the rate established by the Internal Revenue Service.

SECTION 10 The Board shall provide without cost to the teacher, MESSA's

Super Med 2 protection for the teacher's entire family. Payments shall be made September through August.

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 or 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 final sick leave day.

(3) Should the unpaid leave of absence extend beyond the coverage provided by the Board, the teacher may continue his 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 active service.

SECTION 13

The teacher must indicate his 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 for bargaining unit members not choosing health insurance up to the single subscriber rate available for the purchase of MESSA & MEFSA options.

SECTION 15

The Board shall provide the MESSA Delta Dental care program Auto Plus, with 008 ortho rider and adult rider.

SECTION 16

The Board shall provide, without cost to each eligible unit member, MESSA Plan II Long Term Disability Insurance. Benefits shall be paid at 66 2/3% of salary, up to a monthly maximum of \$2,500 and shall begin after the expiration of ninety (90) calendar days.

SECTION 17

The Board shall provide without cost to the bargaining unit member, MESSA Term Life Insurance protection in the amount of

\$30,000. Nothing contained in this section shall be construed to deny the Board the right to competitively bid the Life Insurance provided the MESSA specifications in force are met.

SECTION 18
The Board shall provide without cost to the Bargaining unit member MESSA Vision Service Program (VSP) 2. Said program to be effective September 1, 1988.

**ARTICLE XII
DURATION OF AGREEMENT**

This Agreement shall be effective as of September 1, 1986 and shall continue in effect until August 31, 1989. 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: _____
Date _____

The Akron-Fairgrove Board of Education

Board President

Board Secretary

The Tri-County Bargaining Association

Association President

Chief Spokesman

Schedule A - SALARY
1986-87

- A - Bachelor's Degree with a Permanent or Continuing Certificate
- B - Bachelor's Degree with a Permanent or Continuing Certificate and Twenty (20) Graduate Semester Hours
- C - Master's Degree with a Permanent or Continuing Certificate and Thirty (30) Graduate Semester Hours
- D - Master's Degree with a Permanent or Continuing Certificate
- E - Master's Degree with a Permanent or Continuing Certificate

Step	A	B	C	D	E
0	18253				
1	18974				
2	19684				
3	20397	20598	20832	21059	21270

4	21108	21616	21962	22306	22663
5	21820	22620	23083	23537	24009
6		23624	24199	24769	25363
7		24631	25316	26000	26702
8		25635	26434	27236	28052
9		26636	27554	28467	29407
10		28032	29076	30118	31202

Schedule A
1987-88

- A - Bachelor's Degree with a Permanent or Continuing Certificate
- B - Bachelor's Degree with a Permanent or Continuing Certificate
- C - Bachelor's Degree with a Permanent or Continuing Certificate and Twenty (20) Graduate Semester Hours
- D - Master's Degree with a Permanent or Continuing Certificate
- E - Master's Degree with a Permanent or Continuing Certificate and Thirty (30) Graduate Semester Hours

Step	A	B	C	D	E
0	19439				
1	20207				
2	20963				
3	21723	21937	22186	22428	22653
4	22480	23021	23390	23756	24136
5	23238	24090	24583	25067	25570
6		25160	25772	26379	27012
7		26232	26962	27690	28438
8		27301	28152	29006	29875
9		28367	29345	30317	31318
10		29854	30966	32076	33230

Schedule A
1988-89

- A - Bachelor's Degree with a Permanent or Continuing Certificate
- B - Bachelor's Degree with a Permanent or Continuing Certificate
- C - Bachelor's Degree with a Permanent or Continuing Certificate

and Twenty (20) Graduate Semester Hours
 D - Master's Degree with a Permanent of Continuing Certificate
 E - Master's Degree with a Permanent of Continuing Certificate
 and Thirty (30) Graduate Semester Hours

Step	A	B	C	D	E
0	20703				
1	21520				
2	22326				
3	23135	23363	23628	23886	24125
4	23941	24517	24910	25300	25705
5	24748	25656	26181	26696	27232
6		26795	27447	28094	28767
7		27937	28715	29490	30286
8		29076	29982	30891	31817
9		30211	31252	32288	33354
10		31795	32979	34161	35390

SCHEDULE B

All figures are percents of Schedule A Bachelor's Degree step 0.
 Continuous Experience in a position at Akron-Fairgrove count for
 experience years.

Extra Duty Positions	1st-7th	8th plus
1. Band (other)	6.5%	7.3%
2. Band (summer)	4.1%	4.6%
3. FHA Advisor	3.3%	3.7%
4. Yearbook Advisor	4.8%	5.2%
5. Middle School Yearbook Advisor	2.5%	2.8%
6. Head Varsity Football Coach	10.6%	11.9%
7. Assistant Varsity Football Coach	8.2%	9.2%
8. Junior Varsity Football Coach	6.9%	7.8%
9. Assistant Junior Varsity Football Coach		
10. Middle School Football Coach	6.5%	7.3%
11. Varsity Basketball Coach	4.9%	5.5%
12. Junior Varsity Basketball Coach	10.6%	11.9%
13. Freshman Basketball Coach	6.9%	7.8%
14. Middle School Basketball Coach	4.9%	5.5%
15. Varsity Volleyball Coach	4.9%	5.5%
16. Junior Varsity Volleyball Coach	9.2%	10.4%
17. Middle School Volleyball Coach	6.5%	7.3%
18. Varsity Cross Country Coach	4.9%	5.5%
19. Head Varsity Track Coach	9.2%	10.4%
20. Assistant Varsity Track Coach	6.9%	7.8%

21.	Middle School Track Coach	4.9%	5.5%
22.	Varsity Softball Coach	9.2%	10.4%
23.	Junior Varsity Softball Coach	6.9%	7.8%
24.	Varsity Baseball Coach	9.2%	10.4%
25.	Junior Varsity Baseball Coach	6.9%	7.8%
26.	Senior High Cheerleading Advisor	6.9%	7.8%
27.	Middle School Cheerleading Advisor	2.9%	3.3%
28.	Middle School Student Advisor	2.5%	2.8%
29.	Freshman Class Sponsor	2.5%	2.8%
30.	Sophomore Class Sponsor	2.5%	2.8%
	One Sponsor	4.9%	5.5%
	Two Sponsors	3.3%	3.7%
31.	Junior Class Sponsor	3.3%	3.7%
32.	Senior Class Sponsor	3.3%	3.7%
33.	Curriculum Committee	2.9%	3.3%
34.	Driver Education (hourly)	6.5%	7.3%
		1983-85 - \$13.38 per hr.	
		1985-86 - \$14.00 per hr.	

SCHEDULE C

CALENDAR
1986-87 School Year

Teachers Report	Aug. 28
First Day for Students	Sept. 3
Thanksgiving Vacation	Nov. 28 & 29
Christmas Vacation Begins (end of day)	Dec. 20
School Resumes	Jan. 2
End of First Semester	Jan. 24
No Students - Records Day	
No Students - Teacher Inservice	
Easter Vacation Begins (end of day)	Mar. 27
School Resumes	Apr. 7
Memorial Day	May 26
Last Day for Students	June 5
Last Day for Teachers	June 6

180 days for Students
184 days for Teachers

SNOW DAYS

Beginning with the 1986-87 school year, there shall be 180 days of student instruction and a total of 184 teacher work days. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical break downs, or health conditions as defined by the city, county or state health authorities will be rescheduled to insure that there are a minimum of one hundred eighty (180) days of actual student instruction. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

1. The parties agree to meet in an effort to mutually agree on

When any make up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Appendix C.

2. Should a day be rescheduled and insufficient students attend to count it as day of instruction, teachers will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.

3. It is understood and agreed that in the event that the rescheduling of the days at the end of the school year interferes with a teacher's scheduled return to school to upgrade his or her skills, the teacher may use his or her personal leave or sick leave or at his/her discretion apply for unpaid leave time to cover any lost time.

4. Should the provisions of the state law be rescinded, the above provisions shall be considered null and void and the provisions and practices in existence prior to this agreement shall be reinstated, to the extent permitted by Law.