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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 pre-  
dominantly upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

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

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

## ARTICLE I

### Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, guidance counselors, librarians employed by the Board (whether or not assigned to a public school building), but excluding supervisory and executive personnel and office and clerical employees. 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.

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

C. All teachers as a condition of continued employment shall 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 June 1 and September 1 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 sixty days of the commencement of employment. In the event the representative 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 the costs of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment. Teachers employed for one semester will pay  $\frac{1}{2}$  the yearly dues listed in Article 1, Section C, 1 and 2.

D. 1. The deduction of membership dues shall be made from the second paycheck each month for ten (10) months beginning in September and ending in June of each year, and the Board agrees to promptly remit to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

E. 1. Upon authorization by the individual teacher, payroll deductions shall be limited to the following:

- a. Tax sheltered annuities - MEA or Equitable
- b. Life insurance - MEA. The Association will indicate which plan is to be deducted.
- c. County credit union
- d. Savings bonds

Any plan which is being deducted as of July 1, 1971 shall remain in force as long as the teacher shall desire it.

2. During the term of this agreement, neither the Association nor any persons acting in its behalf will **cause**, authorize the 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 abstinence, in whole or in part, from the full, faithful and **proper** performance of the teachers' duties of employment) for any purpose whatsoever.
3. 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.

## ARTICLE II

### Teacher Rights

A. 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 negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental 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 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 of the Association or collective professional bargaining with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. 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.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meeting. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards and daily bulletins shall be made available to the Association and its members.

D. The Board agrees to furnish the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, tentative budgetary requirements and allocations.

## ARTICLE III

### Professional Compensation

A. The salaries of teachers and duration of the salary schedule covered by this Agreement are set forth in Schedule C which is attached to and incorporated in this Agreement.

B. The professional hourly rate of all teachers shall be determined by dividing his base salary, as set forth in Schedule C, by 185 days by 6 hours. This rate will be used when additions or deletions are made to a teacher contract salary, except hourly substituting which is arrived at by dividing the daily substitute pay by 6 hours as may be necessary and assigned by the administration and the Board and not less than \$4.00.

Those salaries for teaching assignments between the end and beginning of the school year (summer) will be subject to the salary established in Schedule C, Item 4 of the salary schedule, unless previously agreed and stipulated in the supplementary salaries contained in Schedule C.

Those areas relating to after school activities involving any specific parent-teacher conference or PTA meeting will be deemed professional obligations. The Association agrees to communicate with the administration and its association members toward attendance for these types of activities.

Other after school responsibilities to which teachers are specifically assigned "supervision" of extra curricular activities or other required activities shall be paid as provided for under supplemental salaries from Schedule C. Those assigned responsibilities not provided for by Schedule C will be subject to agreement between the Board of Education and the A-F Teachers Association.

C. Teachers shall not be required to report more than two work days prior to the beginning of classes in fall or to remain more than two days after classes end in spring.

D. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

E. A designated teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties without loss of salary.

F. A maximum of 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.

A maximum of 5 total days will be available whereby teachers may attend educational meetings. These days may be applied for by individual teachers through their Association. The teachers chosen to attend such meetings will be on administrative decisions. The time spent by a teacher at the above described meeting will be considered in lieu of a conference in their major field unless, where requested by the administration, they attend either one.

G. There will be provided a reasonable number of days to provide for parent-teacher day conferences.



H. Teachers coming into, or presently with, the system at mid-year will be granted the full year's benefits, and will be placed on the next full step of the salary schedule for the ensuing year. Current teachers are deemed to be on proper schedule increment as of the 66-67 school year.

I. The Board of Education agrees to appoint a curriculum coordinator for a subject area of department when appropriate and where qualified teachers are available. These appointments based on administrative recommendations for curriculum areas as deemed appropriate. Salary reimbursement to be \$200 not subject to tenure.

J. Starting with the 1971-72 school year, full family health insurance shall be furnished by the Board. Payments for coverage shall be paid September through August. Carriers may be either MEA Supermed or Blue Cross MVF.

## ARTICLE IV

### Teaching Hours

- A. The teachers normal teaching hours in the junior high and secondary schools shall be as follows:
1. Teachers check in no later than  $\frac{1}{2}$  hour before school begins.
  2. Teachers at assigned place of duty not later than 15 minutes before classes begin.
  3. Teachers shall leave school no earlier than 15 minutes after dismissal time.
- B. The teacher's normal teaching hours in the elementary schools shall be as follows:
1. Teachers check in no later than  $\frac{1}{2}$  hour before school begins.
  2. Teachers at assigned place of duty not later than 15 minutes before classes begin.
  3. Teachers shall leave school no earlier than 15 minutes after school dismissal time.
- C. The Board recognizes the principle of a standard forty-hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek.
- D. All teachers shall be entitled to a duty free lunch period. The duration of the lunch period may vary between elementary K-5 and grades 6-12. Teachers at all grade levels will be entitled to the same time as that provided to students and in no event less than 40 minutes at the elementary level plus line up time and 40 minutes at the 6-12 grade level.
- E. Elementary teachers will be provided 2 fifteen minute relief periods per day.

## ARTICLE V

### Teaching Loads and Assignments

A. The normal teaching load in those grades, other than elementary self contained, shall be so constructed that each teacher will have a daily preparation period and within the provisions of Article IV, Section D, a duty free lunch period. The total number of students which a teacher will be expected to be assigned for an academic class shall not exceed the provisions of Article VI, Section B, multiplied times (5) on a weekly basis and providing for the administrative guidelines of flexibility. Preparation periods are to be used for correcting papers, lesson plans and other class-student related academic work. The teacher shall be available at the disposal of the administration during this time as the need arises for meetings, conferences, etc. In elementary self contained grades, a lunch hour and relief time will be provided within the day as provided in Article IV, Sections D and E.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study or experience. Teachers will be assigned, within their major area of preparation and experience, so far as is administratively practicable. In the event that a program is reduced or dropped, any teacher on permanent tenure whose services are terminated because of a necessary reduction in personnel shall be appointed to the first vacancy in the school district for which he is qualified and certified. In the event that two or more teachers teach in a department, (Jr. High - Secondary) the teacher with least service at A-F will be the first reduced, under current tenure act provision (providing both teachers have equal certification and degree completion).

C. Teachers who will be affected by a change in grade assignments in the elementary school grades, and by changes in subject assignment in the secondary school grades, will be notified and consulted by their principals as soon "as practicable" and prior to June 1st. Such changes will be "voluntary" to the "extent possible". Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

D. The Board agrees to accept a maximum of three (3) preparations at the junior and senior high level as desirable. It agrees to utilize this as a guideline within administrative ability for overall adjustment where necessary.

In those instances where scheduling makes necessary over (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.

#### E. Performance Contracting-

For the period of this Agreement, performance contracting will not be entered into except in the following instances:

1. A program which is beyond that currently offered and does not replace a current program.
2. Funds provided by state or federal sources on a grant basis which otherwise would not be available to the district.

3. Funds for a survey or feasibility study, which are recognized methods of appraising this type of program.
4. In the event the Board should decide to enter into performance contracting, teacher employment will be subject to terms and agreements in this master contract, specifically those contained in Article 15.

Those teachers selected for assignment in this area by the district would be subject to review regarding their majors, teaching experience and any disagreement by the teachers as to the assignment. When the teacher disagrees, assignment will not be made, providing another teacher of equal experience, capabilities, etc., is available.

ARTICLE VI

Teaching Conditions

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 teacher 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 at insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible and in no event exceed the following maxima:

The Board agrees with the stated class load with a 30% allowable factor.

- (1) Kindergarten and 1st grades - 22 pupils
- (2) 2nd grade - 25 pupils, Grade 3 through 5 - 28 pupils

It is also intended that no split grades may be inaugurated to achieve the above stated class size levels.

B. The maximum class size per teacher for grades 6 through 12 shall be as follows with the allowable 20% factor.

English	}	25 pupils
Social Studies		
General Education		
Mathematics		
Science		
Language	}	30 pupils
Business		
Typing		30 pupils
Industrial Arts		20 "
Drafting		30 "
Vocational Shops		20 "
Homemaking		20 "
Music		35 "
Art		25 "
Health Education		40 "
Hygiene		25 "

Classes established under state programs will follow their guidelines:

- 1. Handicapped and mentally retarded 15 pupils
- 2. Sight saving and hearing conservation 12 "
- 3. Emotionally disturbed 9 "

C. The Board shall furnish, without charge, those items needed for safety reasons.

D. 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 administration may request to confer from time to time for the purpose of improving the selection and use of educational tools. The Board agrees, at all times, to keep the schools reasonably and properly equipped and maintained.

E. To relieve elementary teachers (K-5) of recess and noon playground supervision, the Board agrees to engage aides for supervisory purposes.

1. Aides, adult or student, may handle patrol duties, operate visual aids, assist in collecting milk and lunch monies and the other non-professional responsibilities.
2. Request by the Association to use additional aides in those areas allowable will be submitted to the administration for study and presentation to the Board.

F. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

G. The Board shall make available, within the system, area 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 class room is not available will be provided for use during the preparation period.

H. Telephone facilities shall be made available to teachers for their reasonable use if facilities are available.

I. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the Association in the teachers' lounge, the proceeds to be used for the existing Teachers Recreational Fund.

J. Adequate parking facilities shall be made available to teachers for their exclusive use.

K. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher, or the 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.

L. 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.

## ARTICLE VII

### Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association, and providing for appropriate posting in every school building. Teachers will be notified of any vacancies and if so interested, notify the administration within 48 hours.

B. Any teacher may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system of the district, and other relevant factors. An applicant with less service in the system shall not be awarded such position unless his qualifications, therefor, shall be substantially superior to applicants with greater service. The Board declares its support of a policy of promotions from within its own teaching staff, including promotions to supervisory and executive levels. "Service" in the system, for purposes of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status but shall exclude all periods when the teacher was on leave of absence for any cause.

C. In support of the tenure policies, as attached in schedule A to Article XVI, Section I, it is recognized that a desirable minimum for employing new teachers is that of a college degree and holder of a valid provisional teaching certificate. Teachers employed under special certification, as authorized by the State Board of Education, are acceptable as teachers in the event that fully certified teachers are not available.

## ARTICLE VIII

### Transfers

- A. 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.
- B. Transfers may be made by the administration to allow better staff utilization for student learning and teacher inter-relations.
- C. In the event that transfers of teachers appear to be necessary, lists of available positions in other schools shall be posted in the same manner as provided in Article VII.
- D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.



ARTICLE IX

Leave Pay

A. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness, with the amount paid to be pro-rated against cumulated sick leave.

## ARTICLE X

### Leaves of Absence

- A.
1. 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 section will be renewed upon request for a one (1) year period. Additional request for renewal will 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 July 1, preceding the school year beginning.
  2. Maternity--a maternity leave of one (1) year will be granted without pay or increment and will commence not later than the end of the 6th month of pregnancy except when this date falls within one (1) month of the end of the semester, in which event the teacher will, if she desires and is physically able, be permitted to complete the semester. With the approval of the superintendent, a teacher may return sooner than the expiration of her full leave, but in no event earlier than 6 weeks after the termination of the pregnancy. Leaves under this section will be renewed upon request for a one year period not to exceed five (5) years. Request for renewal shall be granted by the Board, upon receipt of written application prior to July 1.
  3. Involuntary--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 examination is warranted. On the basis of this examination 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 their own expense from a doctor of their choice, selected from the agreed list. Both opinions will be used as a basis for the Board's decision.
  4. Return to work--before a teacher is permitted to return to work after an illness in excess of five consecutive working days, 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 district may require an examination by an independent physician, from the agreed list of doctors, and such examination to be at the district's expense.
  5. Other leaves--in the event a teacher is unable to get to school due to circumstances beyond his control, and a substitute is hired to fill his position, the day will then be charged against that teacher's personal business day and if this is not available then it will be charged against his accumulated sick leave. Non-classroom teachers are exempt from the substitute clause.

B. Leaves of absence with pay or sick leave not chargeable against the teacher's allowance shall be granted for the following reasons: (and if questioned, shall be determined by the Ethics Committee of the local MEA unit)

- (1) A maximum of five days per school year for a critical illness in the immediate family.

- (2) Attendance at a ceremony awarding a degree to a staff member for such portion of a day as is necessary.
- (3) One day, for attendance at the school graduation of a son, daughter or spouse.
- (4) A maximum of five days per school year for a death in the immediate family.
- (5) Teachers will request relief from jury duty in the event a qualified substitute is not available. The reimbursement received for jury duty shall be deducted from the teacher's salary, excluding any monies received for travel or other similar type allowances.
- (6) Court appearance as a witness in any case connected with the teacher's employment of the school or whenever teacher is subpoenaed to attend any proceeding. The teacher will request relief as a witness.
- (7) Approved visitation at other schools or for attending educational conferences or conventions, including association meetings if so directed to attend by the administration.
- (8) 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 day will be allowed without teacher benefits or salary deductions.
  - b. If more than one day is utilized during the school year for the above purpose, the additional time will be charged to personal days, sick leave or deductions of the salary paid to the substitute teacher and deducted in the order listed.
- (9) Time necessary to take the selective service physical examination.

NOTE: In those instances referring to the immediate family, this is construed to mean:

father	sister
mother	spouse
brother	children

C. Leaves of absence of minimum duration without pay may be granted upon application for the following purposes:

- (1) Study related to the teacher's license field.
- (2) Study to meet eligibility requirements for a license other than that held by the teacher.
- (3) Study, research or special teaching assignment involving probable advantage to the school system.

The regular salary increment occurring during such period shall be allowed.

D. There will be 10 sick leave and 2 personal days allowed per year. The (2) personal days may be used for activities which can be performed only during school hours, and such (2) days shall not be taken on a day preceeding or following a holiday when no school is held. 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 12 days per year, cumulative to 180 days.

E. Leave of absence, if administration approved, will be granted up to two years to any teacher who joins the Peace Corps as a full time participant in a teaching capacity. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Schedule C of this Agreement.

F. Teachers who are executive officers of the Association or are appointed to state level staff should, upon proper application, be given leave of absence without pay 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.

G. 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 given the benefit of any increments and sick leave allowances which would have been credited to them had they remained in active service to the school system, "for the period of the draft" or as provided for under the soldiers and sailors relief act.

H. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office.

## ARTICLE XI

### Teacher Evaluation

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. 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.
- C. A teacher shall, at all times, be entitled to have present a member or representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. 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.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such 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 hereinafter set forth.

## ARTICLE XII

### Protection of Teachers

A. 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 teacher, sponsor, etc. They are expected to maintain discipline and reasonable order necessary for a good learning situation. Responsibility for school equipment utilized in their program or when using school facilities is assumed and damage, etc. will be reported to the administration.

Teachers have the professional responsibility during their duty free lunch hour to admonish students disobeying school regulations. Teachers will report the incident to the building principal for corrective action as is necessary and appropriate.

To aid the teacher's authority and effectiveness, the Board and administration recognize their responsibility to give all reasonable support. When students require the attention of special counsellors, social workers and other professional persons, the Board and administration will take reasonable steps to relieve the teacher of responsibilities with respect to such pupils.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative.

C. Time lost by a teacher in connection with any incident mentioned in this Article 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.

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

E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.

F. A committee composed of administrative officials, teachers and bus drivers should be appointed to work with the bus drivers on bus discipline.

## ARTICLE XIII

### Negotiation Procedures

A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to professional negotiations between them from time to time during the period of this Agreement upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. On February 1st, or prior to this date, by mutual consent, prior to the expiration of the contract agreement, the parties shall begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of teachers employed by the Board.

C. 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 school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of 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.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of contract.

## ARTICLE XIV

### Professional Grievance Negotiation Procedure

- A. 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 (except a statute specifically establishing a procedure for redress) 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. The Board hereby designates as its representative for such purpose the principal in each school building and the superintendent of schools when the particular grievance arises in more than one school building.
- B. Within five days of receipt of the grievance, the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent he shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.
- C. Within 15 days from receipt of the grievance, the Board shall pass upon the grievance. 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 procedure as it may deem appropriate for consideration of the grievance, provided however that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.
- D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. 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 Board shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Education Association. 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.
- E. If any teacher from 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.
- F. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department head, assistant principal or other school employee for formal processing, in an effort to reduce the number of formal grievances



handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals or other employees in such informal procedures be deemed to be a supervisory or executive function.

G. The cost for those areas which are submitted for arbitration shall be paid by the submitting party, unless the finding which is arrived at is found against the other party, in which case that party shall pay all expenses except legal counsel.

## ARTICLE XV

### Professional Study Committee

A. There is hereby established a framework to provide for forming a professional study committee. The professional study committee will be comprised of six (6) members. The members will be as follows:

- (2) members of the A-F Teachers Association.
- (1) administrator of the appropriate grade level.
- (1) board member.
- (2) local citizens of which the Association will appoint a member and the Board a member.

The subject for study will be arrived at by mutual consent of the Board and the Association. The Board may exercise its prerogative of broadening or limiting the scope of the study. The Association and Board will set a termination date for the study at which time the formed study committee will cease to function.

B. The clerical expense of such committee shall be borne by the Board.

## ARTICLE XVI

### Miscellaneous Provisions

- A. The Board agrees, at all times, to maintain an adequate list of substitute teachers. Teachers will be informed of a telephone number they must call before 7:30 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.
- B. No polygraph or lie detector device shall be used in any investigation of any teacher or pupil.
- C. The Association shall be duly advised by the Board of fiscal, budgetary and tax programs affecting the district and the Association whenever feasible.
- D. The Association shall deal with ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof, and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.
- E. This Agreement shall not supersede any prior rules, regulations, or practices of the Board, unless specifically negotiated and so stated herein. It may supersede any contrary or inconsistent terms contained in any individual teacher contracts, heretofore, in effect. All future individual "teacher" contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered "part of the established policies" of the Board. Those individually signed contracts returned by teachers shall be viewed as intent until such time as a master contract is in effect.
- F. 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.
- G. 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 provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue to full force and effect.
- H. This Agreement shall not be effective until approved and ratified which shall be exclusively between the Board and Association named in the first paragraph of this Agreement.
- I. Teacher Tenure Policies-  
Tenure policies covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. This schedule shall remain in effect for the duration of this Master Contract.
- J. School Calendar-  
Copies of the school calendar will be attached to the master agreement as Schedule B.

K. Each teacher will be provided a printed copy of all board policies when they are formalized into booklet form. Changes in policy occurring during the school year or the summer will be explained to the teachers at the beginning of the school year or within 30 days after being adopted by the Board.

ARTICLE XVII

Duration of Agreement

A. This Agreement shall be effective as of August 30, 1971, and shall continue in effect until August 13, 1972. Teachers who are employed by the Board of Education 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 indicated herein.

Akron-Fairgrove Board of Education

By Franklin Turner Board President

By Paul Findlay Board Secretary

By Bernard Zelada Board Treasurer

Akron-Fairgrove Teachers Association

By Donald Free Association President

By Karen Blayna Association Secretary

## SCHEDULE A

### TENURE POLICIES

We believe that tenure and the following policies will aid us in the securing, developing and retaining of good teachers and will provide better education for the children of the Akron-Fairgrove School District.

#### SELECTION OF FACULTY

In order to have an effective program of recruitment and selection of staff personnel, accounting procedures shall provide and make available the following kinds of information:

1. The number of teachers, administrators, and supervisors in each certification level.
2. "Special" qualifications of all present staff members.
3. Present staff members who are assigned responsibilities outside their fields of preparation or interest.
4. Pupil-teacher ratios for each school unit as well as for each organizational division; i.e. elementary, junior high, senior high.
5. Staff turnover including reasons for leaving.
6. Projections, both short-range and long-range, regarding staff needs; school enrollment.
7. Salary data from school districts with whom we compete in recruiting new staff members.

The following shall be used in recruitment practices:

1. Teachers are to be recruited from the broadest feasible geographic area in order to increase the number of superior candidates upon which the school district might draw.
2. Written information concerning the school district, the communities, and surrounding area is to be made available in all of the centers where recruitment is possible. This information should include such items as personnel policies, conditions of service, in-service training requirements, salary schedules, fringe benefits, accessibility of higher education centers, noteworthy accomplishments of the school district, and a brief description of the characteristics of the communities and surrounding area.
3. Current faculty members are to be encouraged to (participate) in the initial phases of recruitment by encouraging qualified teachers to come into the school district and shall be supplied with appropriate printed information periodically.
4. Travel funds are to be budgeted to make possible personal visits with placement officials and candidates for employment.
5. Relations with college placement officers and candidates are to be viewed as both a recruitment and a public relations activity.
6. Plans are to be made for the discovery and certification of local residents who are potentially qualified for teaching or substitute teaching.

The selection of staff members shall be based upon carefully developed background information regarding the candidate prior to initial employment and that no candidate be employed without having had a thorough pre-employment interview.

1. Whenever possible candidates being considered for employment are to be interviewed by the superintendent, the principal and at least one staff member who is acquainted with the position to be filled.
2. While the board of education has the legal authority to make a contract of employment, the board shall entrust the selection of employees to the superintendent and rely upon his recommendation.

3. All contracts of employment are to be in writing and copies retained by all parties to the contract.

#### PROBATION

The recruitment and selection procedures, however carefully developed and followed, are at best only indicators of the potential ability of the candidate to teach. The day after day performance of the probationary teacher shall be carefully observed and evaluated in order to ascertain whether he has the ability to be considered for final appointment under tenure. To gain full value from this trial period, the following policies shall apply:

1. Each probationary 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 school district.
  - d. Sources of assistance in improving performance.
  - e. An understanding of the nature of the probationary period.
2. Systematic and comprehensive written evaluations are to be prepared for each probationary teacher.
3. The probationary teacher and the evaluator are to discuss the evaluation in a scheduled conference.
4. The probationary teacher shall have an opportunity to place supplementary information regarding the evaluation and the conference in his personnel file.
5. Together the probationary teacher and the evaluator are to strive to offer the best possible instructional program in the classroom.
6. Adequate orientation, instructional aid, and in-service growth opportunities shall be provided for the probationary teacher.
7. Extra duty assignments shall be kept at a minimum for probationary teachers so that they may concentrate on fulfilling their primary responsibilities.
8. Probationary teachers shall be evaluated in the performance of their current assignment. Speculation regarding performance in another area is to be undertaken only if transfer is contemplated.

#### EVALUATION

Evaluation shall insure that only the efficient qualified educators are approved by the local school district.

In evaluating teachers the following policy will apply and everyone involved (evaluators) should understand that:

1. The central purpose of evaluation shall be to improve teaching quality.
2. Evaluation shall be a cooperative effort of administrators, supervisors, and teachers.
3. Evaluators and teachers are to understand that teaching is<sup>a</sup> creative, dynamic endeavor and not merely a mechanical function.
4. Each teacher is likely to have an assignment different from every other teacher in the school district. (Even all the teachers of grade four in the same school building are likely to have assignment features which distinguish them from each other. Therefore, it would be inappropriate to apply identical criteria to evaluate dissimilar job descriptions.) Evaluation shall be personalized to give consideration to individual differences without surrendering basic educational standards.

5. Planning to correct deficiencies is at least as important as identifying weaknesses.
6. Self-appraisal by the teacher together with administrative evaluation shall be discussed in a scheduled conference.
7. The whole process shall be repeated frequently during the school year.
8. 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.
9. The opportunity to seek review of a questionable evaluation shall always be available.

#### ASSIGNMENT AND PLACEMENT

As used here, the term placement refers to the administrative unit in which the teacher will perform an assignment which deals with the specific allocation of duties. The principles governing assignment and placement shall include the following:

1. Placement and assignment are to be made with primary concern for the needs of students within the framework of experience, background, and interests of the teacher.
2. Probationary teachers shall be placed and assigned in situations where they will have a reasonable opportunity to become superior teachers.
3. Teachers shall not without good reason and consent be assigned teaching responsibilities outside their field of preparation.
4. Assignment of extra duties shall be the responsibility of the building principal and shall be equitably carried out with careful consideration given to teaching load, experience, interests, and ability.

#### TRANSFER

It is reasonable to assume that each teacher will achieve varying levels of performance with varying conditions for teaching. The following are policies through which teachers may request transfers in order to improve the quality of their service.

1. Transfer action shall be undertaken only after all parties concerned have been consulted and after general understanding is evident.
2. The needs of the students shall be paramount in granting transfer requests.
3. A good balance of youth and experience shall be sought for all schools in the district. Transfers may be utilized to achieve this balance.
4. In the interest of staff morale, unrequested transfer shall only be effected after consultation with the teacher involved.

#### DISMISSAL

The procedures to be followed with respect to the continued employment of a probationary teacher are governed by Article II of the Michigan Tenure Act. Discharge or demotion of a teacher on continuing tenure must follow the procedures of Article IV of the Tenure Act.

#### IN CONCLUSION

The ethical conduct of educators must be of concern to all members of the teaching profession. Boards of education also have an interest in



the conduct of professional employees. Further personnel policies that may be adopted shall be developed so as to recognize the respective roles of the board of education and the local M.E.A. unit in the enforcement of standards of ethical behavior.

#### IN-SERVICE EVALUATION AND PROCEDURES

At the first faculty meeting of the Fall Semester or before the principal will appoint a Tenure Coach for each probationer.

##### A. Qualifications and Duties of a Tenure Coach:

1. Must be a tenure teacher.
2. Shall make the newcomer familiar with the traditions and policies of the school system.
  - a. Routine.
  - b. Professional organizations.
3. Shall help the new teacher adjust in his relationship with the adult personnel in his building.
4. (a) Shall answer such questions as the probationer may present regarding school routines, procedures and policies.  
(b) To help in the personal adjustment of the new teacher to the school-community life, and to offer constructive suggestions to encourage the probationer while at the same time establish helpful, friendly relations between the two.  
(c) As a helper to consider the worth of the probationer.
  1. through casual visitations.
  2. through general impressions received in talking with fellow teachers.  
(d) The coach formulates his impressions, only for the purpose of reporting to the Tenure Committee, in order to assist that committee in its recommendation relative to the continuing service of the probationer.  
(e) At no time should the Coach assume the position of being a supervisor of the classroom work of the probationer, rather he stands in the position of a friendly counselor and helpful personal advisor.  
(f) Whenever possible, principals should arrange opportunities for the Coach to observe the probationer at work and in turn arrange for the probationer to visit the Coach at work.  
(g) Whenever possible, the Coach should not be a Tenure Committee member.

##### B. Tenure Committees:

1. There shall be a tenure committee for the junior and senior high school and a tenure committee for the elementary school consisting of five members, elected as follows:
  - a. Two members for three years
  - b. Two members for two years
  - c. One member for one yearAs the terms expire each will be elected for a three year term. This committee shall be chosen during the first week of school by the faculty members in the area who are already on tenure.
2. The chairman shall have served a year on the Tenure committee. The retiring chairman shall serve as an advisor the ensuing year, without voting power, if his term has expired.
3. The chairman shall be a member of the tenure committee and chosen by the committee. He shall call at least two meetings of the Tenure Committee during the year. Other meetings may be called by the chairman upon request of a probationer, Coach or Principal.

4. A secretary shall be appointed to write the minutes of all meetings. The chairman and principal shall be furnished with a copy of all minutes.
  5. The Tenure Committee chairman shall be informed by each Coach of the progress of probationers as often as it is necessary to make the records complete.
  6. The Tenure Committee is to make a report each semester, with recommendations on each probationer, directly to the principal, with copy to the superintendent and copy to Tenure chairman and copy to the file, through its chairman. All reports regarding status of the probationer shall bear the signatures of all committee members. The reports of the Committees shall be considered advisory.
  7. During the first month of the fall term each principal should have a tenure meeting with all tenure teachers to reacquaint and inform themselves on tenure policy.
  8. During the first month of the fall term each Tenure Committee should hold a meeting with all probationers to go over the personnel policies of the Akron-Fairgrove School System.
  9. All probationary teachers are to be observed at least once a semester by a Tenure Committee Member, in order to make a valid semester report. If a negative report is turned in, a second observation will take place by another member of the committee.
  10. All Tenure Committee Members are to use the same evaluation sheet for probationary observation.
  11. All data acquired by the Tenure Committee is to be kept separate in the principal's office in a separate file and is available to the tenure chairman only. As soon as a probationer attains tenure status all files should be sent to the superintendent's office.
  12. A conference between Probationer, Principal and Committee Member is recommended after each observation.
  13. There must be a conference between the probationer and Tenure Committee following each semester's observations.
  14. Both Tenure Committees will meet at least twice a year or oftener if the committees deem it necessary. Matters which concern the whole school system in the operation of tenure may be considered by this body. The superintendent and principals will also be members of this body. All recommendations for dismissal of tenure teachers may be considered by this body.
- B. Conclusion: We believe that tenure will be of invaluable assistance:
1. To Principals in the evaluation of their teaching staffs, as they will have the support and help of their teachers by asking cooperation in determining whether a probationer possesses the necessary requirements to make a successful teacher in that building.
  2. To the Teachers, upon whose shoulders will fall some responsibility for the welfare of their building.
  3. To the Superintendent, who will have evaluation from Tenure Committees, and Principals, to back him in decisions.
  4. To both Administration and Staff, because it could encourage a very fine sense of responsibility, fellowship and helpfulness in working together for the improvement of the system.

SCHEDULE B

AKRON-FAIRGROVE SCHOOLS  
1971-72 SCHOOL CALENDAR

			<u>Attendance</u>	
August	30	Monday	Teachers - all day	
August	31	Tuesday	Grades K-5 P.M. 6-12 A.M.	
September	1	Wednesday	Full day of school	
September	6	Monday	No school - Labor Day	21 Sept.
October	1	Friday	Mid-period deficiency report	21 Oct.
November	5	Friday	End of 1st marking period	
November	25	Thursday	No school - Thanksgiving	
November	26	Friday	" " "	20 Nov.
December	10	Friday	Mid-period deficiency report	
December	20	Monday	No school - start Christmas vacation	13 Dec.
January	3	Monday	Resume school	
January	21	Friday	End of 2nd marking period	
January	"	"	End of 1st semester	21 Jan.
February				21 Feb.
March	3	Friday	Mid-period deficiency report	
March	24	Friday	End of 3rd marking period	
March	30	Thursday	No school - Maundy Thursday	
March	31	Friday	No school - Good Friday	21 March
April	3	Monday	Resume school	
April	28	Friday	Mid-period deficiency report	20 April
May	23	Tuesday	Senior finals	
May	24	Wednesday	" "	
May	25	Thursday	Senior skip day	
May	"	"	Last day for seniors	
May	28	Sunday	Baccalaureate	
May	29	Monday	No school - Memorial Day	
May	31	Wednesday	Class Night	22 May
June	1	Thursday	Commencement	
June	"	"	Finals	
June	2	Friday	"	
June	"	"	Last day of school	
June	5	Monday	Teachers last day, or may be the previous Saturday if entire building is agreeable	2 June
			Total	<u>182</u> days

First pay for teachers and other employees paid every 2 weeks will be Friday, September 10th.

Built into this calendar are 2 days to be used for either Parent-Teacher Conference or Inservice days.

SCHEDULE C

AKRON-FAIRGROVE SCHOOLS  
1971-72 SALARY SCHEDULE AND BENEFITS

<u>Years Experience</u>	<u>Bachelors</u>	<u>Bachelor with Perm. Certificate</u>	<u>Masters</u>
0	\$ 7800	-----	-----
1	8034	-----	-----
2	8268	-----	-----
3	8502	\$ 8800	\$ 9000
4	8736	9152	9450
5	8970	9504	9900
6	-----	9856	10350
7	-----	10208	10800
8	-----	10560	11250
9	-----	10912	11700
10	-----	11264	12150

The above schedules are based on the following percentages of the base salary: BA = 3% BA Permanent = 4% Masters = 5%

- The agriculture instructor shall be paid according to the salary schedule plus \$1300 for summer program with (2) week's vacation.
- The band instructor shall be paid according to the salary schedule plus \$600 to include (2) week's summer band.
- There will be a ten cent per mile allowance for all school business and approved professional business. This is to include all faculty teaching between (2) or more buildings during the school day.
- The salary for assignments of teachers between the end of the school year and the beginning of the following school year, and not specifically covered elsewhere in Schedule A, shall be \$5.50 per hour. This hourly rate includes that rate for driver education for classroom and behind the wheel instruction.
- A faculty member in addition to his regular salary will receive payment for the following listed activities:
 

a. Forensics and debate	\$200		
b. School play (per play)	150	<u>Extra duty</u>	
	Maximum of (2)		
c. School paper and annual	300	g. Cheerleading	\$75
d. Science Fair chairman	200	h. Ass't. cheerleading	50
e. Special education	500	i. Class sponsor	
f. Guidance	400	j. Grade 12	75 Ass't. 50
		k. Grade 11	75 Ass't. 50
		l. Grade 10	50
		m. Grade 9	50

<u>Sports</u>	<u>Head Coach</u>	<u>Ass't.</u>	<u>J.V. Coach</u>	<u>F. Coach</u>
Football	\$700	\$450	\$400	\$325
Basketball	700		400	325
Baseball	400			325
Track	400			325
Cross country	400			
Jr. High Football	250			
Jr. High Basketball	250			
Jr. High Baseball and Track	250			
Athletic Coordinator	700			

Ticket taking will not be a contributing service. Pay for this service will be provided for by the Athletic Fund.

Contributed Services:

The Association agrees that each teacher shall contribute two (2) hours per month over and above classroom time spent with children to enrich the educational program in Akron-Fairgrove. It is understood that this time shall be child-oriented and the type of duties to be worked out between the Principal and the Association. These hours shall not be accumulated unless it is agreed between the Superintendent and the Association.

6. Full credit for teaching experience will be given to degree teachers coming into the system.
7. a. Teachers who have earned their permanent certificate will automatically transfer from the BA schedule to the opposite BA with Permanent certificate schedule with increment added.  
b. Teachers completing their MA degree will automatically transfer to the opposite MA salary schedule with increment added.