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TA/4443

**AKRON CENTRAL SCHOOL DISTRICT**

**AKRON, NEW YORK 14001**

**AGREEMENT**

**Between the**

**AKRON CENTRAL SCHOOL DISTRICT**

**and**

**THE AKRON FACULTY ASSOCIATION**

**July 1, 2007 - June 30, 2011**

**Received 12/8/08**

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## **ARTICLE 1** **RECOGNITION**

- 1.1 The Akron Board of Education, recognizing that the Akron Faculty Association is supported by a majority of the employees in a unit composed of all professional, certificated personnel, Native American home school counselor, registered nurses, certified occupational therapist, certified occupational therapy assistants (COTA's), teacher assistants, cultural specialist, audio-visual technician and regular, certified substitute teachers (i.e., any substitute teacher appointed to replace an incumbent teacher who has been granted a leave of absence of 90 teaching days or more) except the Superintendent of Schools, School Business Administrator, Director of Educational Services, High School Principal, Director of Guidance/Student Support Services, Middle School Principal, Elementary School Principal, Assistant High School Principal, Athletic Director, K-8 Assistant Principal, and the K-8 Social Worker/Family Support, 9-12 Interagency Coordinator, Dean of Students, hereby recognizes the Akron Faculty Association as the exclusive negotiating agent for all members of the unit described above. If a new position is created during the life of this contract, the inclusion of said position shall be determined by mutual agreement of the parties. Such recognition shall extend for the maximum period allowed by law.
- 1.2 The Akron Central School Board of Education agrees not to negotiate with any other organization other than the Akron Faculty Association for the duration of this Agreement.
- 1.3 The District reserves and retains solely and exclusively all of its inherent rights to manage the District as such rights existed prior to the execution of this Agreement, together with whatever rights may be granted to the District by later developments of law. The foregoing rights are subject to the express terms and conditions of employment contained in this Agreement.

## **ARTICLE 2** **DEFINITIONS**

### **2.1 Definitions**

Throughout this Agreement, each term listed below has the meaning set forth below with that term:

- a. "District" means the Akron Central School District and applies to all persons (e.g., the Superintendent of School, administrators, supervisors) and bodies (e.g., the Board of Education) properly authorized to act on behalf of the District.
- b. "Board" means the Board of Education of the District and applies only when it is intended that the Board itself shall act or refrain from action.
- c. "Superintendent of School" means the person appointed by the Board to serve on a regular, interim or acting basis as the Superintendent of Schools.
- d. "Association" means the Akron Faculty Association.
- e. "Unit Member" means a person in a position included in the negotiating unit set forth in paragraph 1.1 of this Agreement, but does not mean any person who is not mentioned by title in paragraph 1.1 of this Agreement.
- f. "Party" means the District or the Association. "Parties" means the District and the Association.
- g. "Agreement" means this Agreement, all appendices referred to in this Agreement and all amendments to this Agreement directly resulting from various "Memoranda of Agreement" the parties may arrive at separately.
- h. "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties as evidenced by a "Memorandum of Agreement".
- i. "Notice" when used with reference to the District, means giving notice in writing to the Superintendent by delivering it to the Superintendent in person (in which case the Superintendent shall sign a receipt therefore), or in the absence or unavailability of the Superintendent to his Confidential Secretary (in which case the Secretary shall sign a receipt therefore), or by sending it to the Superintendent by registered mail, certified mail or telegram addressed to the Superintendent at Akron Central School District 47 Bloomingdale Avenue, Akron, New York 14001.

When "notice" is used in reference to the Association, it means giving notice in writing to the Association's President by delivering it to the President in person, or in the absence or unavailability of the President, by delivering it to the Association's Vice-President in person (in which case either officer shall sign a receipt therefore), or by sending it to the President by registered or certified mail addressed to the President at the President's home address as notified to the District. (Note - The Association shall notify the District in writing the identity of the President and Vice-President no later than July 1<sup>st</sup> of each year this agreement is in effect).



- 2.2 Except when this Agreement explicitly says otherwise, the following rules apply in interpreting this Agreement:
- a. A word of one gender applies to both genders.
  - b. A word of singular number applies also to the plural.
  - c. Each lettered Appendix referred to in this Agreement (e.g., "Appendix A") is a part of this Agreement and is incorporated in this agreement by reference.
  - d. This Agreement shall be interpreted according to the laws of the State of New York and applicable laws of the United States.

### **ARTICLE 3**

### **NEGOTIATION PROCEDURE**

- 3.1 Negotiations for a successor to this Agreement shall begin by either party giving written notice to the other party of its intent to begin negotiations for a successor agreement, no later than February 1st of the final year of this Agreement. The first negotiations meeting shall take place on a mutually agreeable date not later than the thirtieth (30th) calendar day after the date on which the notice is given. At this time, the parties will simultaneously exchange complete proposal packages. The time limits set forth in this paragraph may be extended by written mutual agreement of the parties.
- 3.2 All proposals shall be in writing and in the form of proposed changes to this Agreement. All communications concerning the negotiations shall be conducted between the principal spokespersons of the negotiations teams.
- 3.3 When a particular change has been tentatively agreed on by both negotiating teams, it shall be reduced to writing, dated and initialed by the chief spokespersons of the teams. However, all such agreements shall remain tentative until all proposals of both parties have been disposed of and all agreements have been ratified by the membership of the Association and by the Superintendent and approved by the Board of the District.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

#### 4.1 Definitions

- 4.1.1 A "grievance" is a claim by a unit member or group of unit members that a specific provision (or its application) of this Agreement has been violated by the District. This grievance procedure shall not apply to disciplinary proceedings brought under Sections 3012 and 3031 of the Education Law or Sections 75 and 76 of the Civil Service Law including appeals under Article 78 of CPLR prior to the fourth (4<sup>th</sup>) year of employment or to any matters under the jurisdiction of the State Teachers' Retirement System or Employees' Retirement System.
- 4.1.2 An "Aggrieved party" is the person or persons making the claim.
- 4.1.3 A "party in interest" is the person or persons making the claim and any party who might be required to take action or against whom action might be taken in order to resolve the claim.
- 4.1.4 A "Grievance Committee" shall be created by and constituted by the Association.
- 4.1.5 A "Building Representative" is a classroom teacher; an elective position created and constituted by the Association.

#### 4.2 Purpose

- 4.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 4.2.2 Nothing herein contained shall be construed as limiting the right of any individual teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association. In any case, where the issue raised by the grievance affects a group or class of teachers and involves the interpretation, meaning, or application of this Agreement, the Association shall be notified of the grievance and be given the opportunity to be present at the time of such adjustment and to state its views.

4.2.3 The purpose of grievance meetings is twofold. The first purpose is to bring out all the facts relevant to the grievance. The parties and all persons who have facts are expected to bring them forth at such meetings. The second purpose is to explore possible settlements of the grievance.

#### 4.3 Procedure - Hearing of Grievances

4.3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time specified may, however, be extended by mutual agreement of the parties involved.

4.3.2 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein may, by mutual agreement of the persons involved, be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable. If the alleged violation which forms the basis of a grievance occurs during the District's summer recess, i.e., the period between the last day of school in one school year and the opening day of the next school year, as defined by the District calendar, the time limits set forth in this Agreement shall be waived until school resumes in September.

4.3.3 If a teacher does not present a grievance to his principal or immediate superior within twenty (20) school days or thirty (30) calendar days after the teacher knows, or should have known, of the act or condition on which the grievance is based, then the grievance shall be waived. If a grievance is not processed through the levels of this procedure within the time limits specified therein, then it shall be waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Level Five.

#### 4.4 Procedure - Stages

4.4.1 Level One - A teacher with a grievance will first discuss it informally with his principal or immediate supervisor, with or by Association representation if desired by the grievant. The administration will respond verbally within ten (10) days to the presenter of the grievance.

4.4.2 Level Two - The aggrieved teacher may file the grievance in writing on the grievance form (see Appendix) with his Building Principal within ten (10) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner. Within

ten (10) school days after the Building Principal receives the grievance he will render his answer to the grievant in writing.

- 4.4.3 Level Three - If the aggrieved teacher is not satisfied with the disposition of the grievance at Level Two he may file the grievance in writing with the Superintendent of Schools within ten (10) school days after the decision at Level Two. If either the aggrieved teacher or the Superintendent of Schools so desires, they shall meet for the purpose of resolving the grievance within ten (10) school days after the grievance was filed with the Superintendent of Schools. The Superintendent of Schools shall answer the grievance in writing within ten (10) school days after the meeting, or if there was no meeting, within ten (10) school days after the grievance was filed with the Superintendent of Schools.
- 4.4.4 (a) Level Four - The aggrieved teacher or the Chairman of the Grievance Committee may appeal the decision of the Superintendent in writing within ten (10) school days to the Board of Education after a decision by the Superintendent of Schools or fifteen (15) school days after he has first met with the Superintendent of Schools, whichever is sooner.
- (b) Within ten (10) school days after receiving the written grievance, or such longer time as may be mutually agreed upon, the Board will meet with the aggrieved person for the purpose of resolving the grievance; provided, however, that the Board may designate a Committee of its members to hear the grievance and report thereon to the Board, which shall then act on such report.
- 4.4.5 Level Five - If the aggrieved person and the Association are not satisfied by the Board's answer or the Board fails to respond, the Association may appeal the grievance to binding arbitration by mailing a demand for arbitration, not later than the tenth (10<sup>th</sup>) work day after receipt of the Board's answer or non-response, to the American Arbitration Association (AAA), with a copy to the Superintendent. The letter shall request the AAA to send each party a list of twenty (20) names of arbitrators. Within ten (10) calendar days of receipt of the list, each party shall return its copy to the AAA with the names unacceptable to it crossed off and all others, if any, numbered in order of the party's preference. The cost for the services of the arbitrator, including per diem expenses, will be borne equally by the school district and the aggrieved party or the Association. The decision of the arbitrator shall be binding on all parties. However, either party may appeal the decision by instituting an appropriate action in any court having jurisdiction.

4.5 Miscellaneous

- 4.5.1 If a grievance affects a group or class of teachers, the Grievance Committee or that class may submit such grievance in writing at the appropriate jurisdictional level. In such a group or class grievance the Grievance Committee or that group shall have the same status as the aggrieved person.
- 4.5.2 Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Chairman of the Grievance Committee.
- 4.5.3 All forms, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

**ARTICLE 5**  
**ASSOCIATION ADMINISTRATION LIAISON**

5.1 Building Representatives

- 5.1.1 The Association shall select a Building Representative for each school building who shall meet with the Building Principal at meetings called by the representative or Building Principal as needed. Meetings shall be to discuss local school problems and practices.
- 5.1.2 The Building Representative, Association President and Grievance Chairman shall have the right to schedule Association meetings in the school building before or after school, provided such meetings do not conflict with scheduled faculty or other meetings called by administration.
- 5.1.3 The Association shall be allowed to conduct Association business at the end of the faculty meeting.
- 5.1.4 The Building Representative shall be permitted to meet with unit members at times and places convenient to him, provided that such meetings can be scheduled without disturbing the regular academic programs. The Association President and Grievance Chairman shall be permitted to meet with unit members prior to 8:00 a.m. and after 3:23 p.m., at places convenient to them provided that such meetings can be scheduled without disturbing the regular academic program.

## **ARTICLE 6**

### **EDUCATIONAL STUDY COUNCIL**

- 6.1 Purpose. The Association recognizes that the Board of Education is legally charged with the responsibility of establishing policies governing the operation of the school district. It is also recognized that the planning and advising on basic educational policies, curriculum revisions and other matters related to the improvement of the District's educational program are a joint responsibility of the administration and unit members. Unit members, through their chosen representatives, should be involved in recommending policy concerning these matters because such matters require research, study and discussion. Accordingly, an Educational Study Council shall be formed to study and consult on matters so indicated throughout this Agreement. This committee shall be formed and shall commence activity upon approval of this Agreement. The activities of this council will not conflict with those of any "Building Level Teams" or the "District Level Team".
- 6.2 Members. The Educational Study Council shall consist of separate sub-committees, one from each building. The Building committees will address building issues unless a majority vote within a committee directs an issue or issues be considered by the Educational Study Council as a whole (all committees). The members of each committee shall include:
- 6.2.1 Three staff members chosen by the Association.
  - 6.2.2 Two members of the administrative staff.
  - 6.2.3 The Chairman, a unit member, appointed by the Association (non-voting).
- 6.3 Meeting Schedule. The Council will meet at least once each quarter at a mutually agreed upon date and time.
- 6.4 Sub-Committees. The Council by majority vote may appoint sub-committees.
- 6.5 Governance. The Council shall be governed by Robert's Rules of Order with the exception of Article 6.2.3, and the chairman shall be responsible for the arrangement and conduct of the meetings. If and when reports are compiled, the council will make its reports written or oral to the Board and the Association. In all cases, both at the sub-committee level and the Educational Study Council level, if unanimous agreement is not reached, a majority and minority report may be filed in writing with the Board and the Association on all matters assigned for study.

- 6.6 Discharge of Functions. The Council shall call on such school district consultants or other working committees within the system as are necessary for the proper discharge of its functions.
- 6.7 Grievances. Grievances are not to be a part of the Council's function.
- 6.8 Agenda. Items may be placed on agenda by the Akron Faculty Association, the administration or the Akron Board of Education.
- 6.9 Reports. Written reply from the Board of Education is required on all reports within 30 days.
- 6.10 Academic Freedom. In addition to other matters decided by the committee, the Educational Study Council shall be responsible to study Maintenance of Standards in Academic Freedom.
- 6.11 Handbook. In addition to other matters, the Educational Study Council may review the unit members' handbook and make recommendations for subsequent handbooks in accordance with Article 6 above.

## **ARTICLE 7**

### **ABSENCES AND LEAVES**

- 7.1 Absences
  - 7.1.1 When teachers are absent, the administration will make an effort to obtain qualified substitute teachers.
  - 7.1.2 When unit members are absent, they shall have the right following such absence to make positive and negative comments on individual substitute teachers leaving the final decision to the District as to whether or not particular substitutes are called.
  - 7.1.3 It shall be the unit member's responsibility to notify the proper administrator of his unavailability as early as possible. Unit members shall be informed of an emergency number which they may call before 7:00 a.m.; and when absent, a unit member shall notify his principal, if possible, of his intended return by 2:30 p.m. on the day prior to this return.
  - 7.1.4 For the purposes of this Article 7.1, the other provisions noted in the current Board policy of the teachers' handbook shall prevail. Emergency numbers, along with guidelines and procedures, shall be made available to the staff at the first meeting in September.

7.1.5 If a unit member is asked to attend on a day when the Akron Central School is closed, the decision to attend will be the unit member's.

## 7.2 Absences and Leaves With Pay

### 7.2.1 Personal Sick Leaves

- (a) All unit members will be credited with fifteen (15) days sick leave per year for absence due to personal illness or illness in the immediate family. Unused portions of this leave may accumulate to a total of two hundred seventy (270) days beginning with the 2007 school year. Unit members shall have, at any time, the right to use accumulated leave plus the current year's leave for absence due to aforementioned causes.
- (b) In the event of the death of a member of the immediate family, as provided herein, the maximum period of absence shall be five (5) days. These days are not deductible from sick leave.
- (c) Immediate family shall include husband or wife, grandmother, grandfather, grandchildren, aunts, uncles, father, mother, brother, sister, son or daughter and corresponding in-laws of the unit member. In addition, this will include any persons residing in the unit member's household for the past twelve (12) consecutive months.
- (d) A unit member may make application to the Board through his Building Principal for an extension of sick leave.
- (e) After an absence of five (5) or more consecutive days, the Superintendent of Schools may require a statement from a physician to the effect that the illness or disability prevented the unit member from performing his duties. In such a case, the teacher may use the services of a Board designated physician at Board expense. However, within ten (10) days of receipt by the District of tenable evidence that this provision is being abused, the District may request an explanation from the unit member for his/her absence, following which it may require the member to be examined by a physician. In such case, the teacher will be examined by a Board designated physician, to be conducted during the teacher work day, with no diminution of benefits or cost to the member.
- (f) When an employee takes leave pursuant to the Family and Medical Leave Act of 1993, the employee shall, upon his/her request, be paid for as much as possible of such leave by charging such leave against the employee's available sick leave and personal business leave, in that order.



7.2.2 Personal Leave. All unit members shall be permitted two (2) days of personal leave for either business which cannot readily be accomplished outside the employee's regular work hours or for unusual extenuating circumstances (i.e., personal emergencies) where the reason given need only be "Personal." However, in circumstances where the District suspects that a teacher has abused this provision, that teacher may be asked to justify this use of time. Unit members shall notify the Building Principal as early as possible. Approval will be denied by the Superintendent of Schools in the event that:

- (a) more than five such requests are received for the same day, or
- (b) the personal day extends a holiday, vacation, or the opening or closing of the school year.

7.2.3 Unused Personal Leave

As of June 30th of each year, a unit member's unused personal leave shall be added to his accumulated sick leave, but not to exceed the maximum allowed by Article 7.2.1, Section B I(a) of this Agreement.

7.2.4 Professional Leave

- (a) A unit member may, at the discretion of the Superintendent of Schools have two (2) days per year professional visits. A unit member desiring to make such a professional visit shall make such requests to his Building Principal at least ten (10) days prior to the time the visit is to be made. Upon completion of such visit, the unit member shall prepare and submit a report to his Building Principal.
- (b) Upon the recommendation of the Building Principal and with the Superintendent of Schools' approval, unit members attending special professional conferences outside the school district shall receive full pay and at the discretion of the Superintendent of Schools, compensation for expenses incurred. However, conference attendance requested by a teacher and approved by the Superintendent for a time other than one of the teacher work days specified in the District calendar, will be compensated at a rate equal to expenses incurred.

7.2.5 Accumulated Absence

- (a) Unit members shall expect to be charged with leave time for accumulated absences from duty which accumulate to one-half day or more.

- (b) One-half day for full-time unit members shall be defined as three hours and forty-two minutes.

#### 7.2.6 Sabbatical Leaves

##### (a) Eligibility:

- (1) Sabbatical Leave may be approved by the Board of Education for members of the professional unit included in the Instructional Unit, excluding the Audio-Visual Coordinator and Native American Home-School Counselor.
- (2) Sabbatical Leave will be considered for those who:
  - (i) Have completed at least seven years of satisfactory service as an employee of the Instructional Staff Unit of this school district.
  - (ii) Present evidence of acceptance at an accredited college or university for a program of study approved by the Superintendent of Schools of the school district; and/or
  - (iii) Present a detailed plan of study or other educational experience, approved by the Superintendent of Schools, that would be considered as enhancing the professional effectiveness of the applicant in the execution of his assigned duties.
- (b) Method of Selection: Applications for Sabbatical Leaves shall be made to the Board of Education through the Superintendent of Schools. In the event candidates out-number Leaves available, the applications shall be submitted to a committee consisting of three (3) teachers and two (2) administrators. This committee will select candidates according to the standards outlined above. The name of the candidate will be presented to the Board of Education for review and approval or disapproval.
- (c) Limitations:
  - (1) A Sabbatical Leave will be granted for a minimum of one (1) semester or a maximum of one (1) school year.
  - (2) No more than two (2) persons of the instructional staff will be eligible for Sabbatical Leave in one school year.

(d) General Conditions:

- (1) Application for Sabbatical Leave shall be made in writing to the Superintendent of Schools by April 1st of the preceding school year.
- (2) Each applicant shall be notified in writing of his acceptance or his rejection by May 1st.
- (3) A teacher taking a full year approved Leave will receive half the annual scheduled salary to which he would be entitled, if he were teaching during the year of his Leave, and one taking a half year Leave and teaching in the school district during the other semester of that school year will receive the full annual scheduled salary to which he would be entitled if he were teaching the full year involved.
- (4) Other financial awards in the form of fellowship, scholarships or grants-in-aid will be permitted without reduction of the Sabbatical Leave pay.
- (5) On returning from Leave, an employee shall have the right to continue in his former position, one equivalent or one in relation to his new status developed from the Leave.
- (6) The individual on Sabbatical Leave will continue to receive the following:
  - (i) New York State Teachers' Retirement System active membership.
  - (ii) Health insurance benefits.
  - (iii) Tenure rights.
  - (iv) Also, the individual shall be placed on the appropriate salary step upon returning to this system. There shall be no loss of increments or any loss of credit on the schedule that any graduate work would give him. Credit shall be given for one (1) full service step during the school year that the Sabbatical Leave was granted.
- (7) A teacher may take more than one (1) Sabbatical Leave, but must wait for an interim of seven (7) school years after the expiration of a previous Leave before making an application. Priority shall be given to applicants seeking an initial Leave.

- (8) The applicant for Sabbatical Leave must agree to submit to the Superintendent of Schools, in writing, at the end of the Leave, a summary of his experience during such Leave and include in this summary, where appropriate, an official transcript of courses taken, a certification of attendance at an accredited institution, tangible evidence of travel and places visited (with dates), and an evaluation of professional benefits derived.
- (9) It is expected that the personal and professional integrity of the individual will assure his return to the service of the school district for a period of at least two (2) years following the termination of leave of absence.

7.2.7 Court and Jury Duty Leave. Unit members shall be entitled to leave without loss of pay by reason of summons for jury service, or where they are subpoenaed in a court action in which said unit member is not a plaintiff or defendant. If a unit member is a plaintiff or defendant in a court action, lost time shall be deducted from sick leave up to a maximum of three (3) days per year; time lost beyond three (3) days shall be without pay. Proof of attendance must be submitted to the Superintendent.

7.2.8 Religious Observance Days. Upon request, a member of the Eastern Orthodox faith or a non-Christian faith may be granted leave without loss of pay, not to exceed (2) days for the observance of religious holidays in any one school year, in the event the holiday falls on a work day.

7.2.9 Leaves for Other Reasons. Leaves with pay for other reasons may be granted at the discretion of the Board.

7.2.10 Sick Leave Bank. The Association will administer a sick leave bank to be used when a unit member is incapacitated by severe illness or injury. Membership in the sick leave bank is voluntary on the part of the member. A unit member who elects to become a member of the bank must contribute one (1) or two (2) days from his sick leave accumulation at the beginning of each school year. A member of the bank will not be able to utilize the bank benefits until his own sick leave is depleted. The illness or injury must be fifteen (15) consecutive days in length for the member to utilize the bank. A maximum of ninety (90) days each school year can be drawn by any one member of the bank. Upon termination of employment or withdrawal of membership from the bank, the participating unit member will not be permitted to withdraw his contributed days. After being a member of the bank for three (3) consecutive years, the unit member will not be required to contribute again unless he has made a withdrawal from the bank or if the bank should go below ninety (90) days. If a unit member has made a withdrawal from the bank, he/she must contribute one (1) or two (2) days for three (3) consecutive years or until he/she has paid back his/her total withdrawal, whichever is less

7.2.11 Compensatory Time. Compensatory time, also known as “comp time”, is a form of paid leave awarded on a minute for minute basis in exchange for work performed by AFA Unit Members beyond that for which they are otherwise compensated. Comp time can be awarded following an advance agreement on a form to be provided by the District, initiated by a building principal and accepted by a unit member concerning the work to be performed and the comp time to be credited for that work. If the nature of the comp time work is such that it cannot be pre-approved, the unit member will initiate the form. Both unit member and the principal will sign the form upon completion of the work and before the form is forwarded to the Business Office for recording.

Comp time may be used within the sound professional judgment of the unit member, provided, that such usage is reported to the District sufficiently in advance thereof as to permit appropriate staffing arrangements.

The forms to be used for Compensatory time are set forth in appendices D1 and D2.

A cumulative record available to the unit members on request of all comp time accruals and usage will be maintained in the District's Business Office.

- 7.3 Extended Leaves of Absence Without Pay. All requests for extended leaves must be applied for in writing and each applicant shall be notified in writing of the action taken on his request. Any official extended leave of absence will be considered an interruption in service.
- 7.3.1 Military Leave. Military leave of absence shall be granted in accordance with the Military Law of the State of New York. Unit members entitled to study under the G.I. Bill of Rights shall be granted leave for full-time study.
- 7.3.2 Child Rearing Leave. (to include paternity, maternity, and adoption leave) Unit members shall be granted child rearing leave up to two (2) years without pay upon the request of the unit member. At the time the request is made, the unit member will notify the District of the date the leave is to commence. Upon mutual agreement, the unit member and the Superintendent will establish the termination date for the leave which must coincide with the end of a marking period. If the unit member on leave so requests in writing, health insurance shall continue with the unit member paying the full premium while on leave.
- 7.3.3 Peace Corps Leave. A unit member, who is on tenure, shall be granted a leave of absence without pay for two (2) years of service in the Peace Corps.
- 7.3.4 Association Leave. One unit member, who is on tenure, designated by the Association shall, upon request, be granted a leave of absence without pay for up to two (2) years for the purpose of engaging in Association (county, state, or national) activities.
- 7.3.5 Special Purpose Leave. An extended leave of absence for special purposes may be granted. Also, extended leaves beyond the original period of time requested, whether maternity, sabbatical, or otherwise, may be granted with the Board's approval. All extended leaves of absence will be without pay.

## **ARTICLE 8**

### **COMPENSATION**

- 8.1 New Hires. Teachers may be hired above and beyond Step I of the Bachelors or Masters Degree schedules at the Superintendent's discretion.
- 8.2 Salary Schedule. The salary schedule for teachers covered by this Agreement and the rules governing placement of teachers on such schedule, along with rules for method of salary payment for the current year, are set forth in the salary schedule contained herein.

- 8.3 Extra Curricular Services. Extra curricular activities shall be compensated as set forth in Appendix B. The assigned percentages and corresponding payments will be based upon the current policy and rules adopted by the Board of Education.
- 8.3.1 Both Appendices A and B are attached hereto and made a part of this Agreement.
- 8.4 Number of Paychecks. Unit members who are 10 month employees, may elect to receive twenty-one (21) or twenty-two (22) OR twenty-six (26) or twenty-seven (27) salary payments for the September through June employment period. These salary payments shall commence with the first or second Friday of the school year. For those unit members who elect the twenty-six (26) or twenty-seven (27) salary payments option, the additional five (5) checks shall be drawn and received with the last paycheck in June. For those unit members whose regular work year extends beyond 10 months, additional salary payments shall continue every two weeks for the duration of additional services.
- 8.5 Band Director. The position of middle/high school instrumental band director currently covers duties and responsibilities beyond the regular work day and year and so long as it does, the director shall be paid for such additional duties and responsibilities beyond the regular work day and year and so long as it does, the director shall be paid for such additional duties and responsibilities on a twelve (12) month basis (twenty percent of his ten month salary). Additional duties and responsibilities include marching band, pep band, fife and drum corps, and band and summer lessons.
- 8.6 Guidance Counselors. The middle school/high school guidance counselors and school psychologists will be given two (2) work days immediately after last teacher attendance day and two (2) days immediately before first teacher attendance day. The Elementary Guidance Counselors will be given up to five (5) additional work days each and the Middle/High School Guidance Counselors may be given up to twenty (20) additional days each, upon the mutual agreement of the counselor(s) involved and the Superintendent, in which to complete such work as necessary.
- 8.6.1 It is understood that the hours worked will be equal to the standard teacher work day. The hours and days to be worked will be mutually agreed upon between the counselors and the administration.
- 8.6.2 The counselors will be paid at the rate of 1/200th per day of the salary schedule in effect on the date worked.
- 8.7 Audio-Visual Coordinator, Native American Home School Counselor, Teacher Assistants, Cultural Specialists, Certified Occupational Therapy Assistant and Registered Nurses.

8.7.1 Audio-Visual Coordinator. The position of Audio-Visual Coordinator will follow the teacher work day in length with attendance at after school and/or evening functions for coordination of audio-visual requirements as practiced in the past. The Audio-Visual Coordinator will follow the administrative calendar over the ten (10) month period of 9/1 to 6/30.

- (a) The salary for the position will be an index of the Bachelors degree salary schedule of .65 (incumbent as of September 1, 1995 indexed at .83).
- (b) This position is entitled to ten (10) days of paid vacation. Following ten (10) years of service, the Audio-Visual Coordinator will receive an additional five (5) days of pay in lieu of a third vacation week.
- (c) reference to this position will be eliminated from the Collective Negotiations Agreement between the parties, including its recognition provisions, and the Association will at that time at that point no longer be recognized as the representative of any employee occupying this position. In the event the position of A-V Coordinator is abolished, then restored at a later time, should the current incumbent of the position exercise his right to reoccupy the position, all terms and conditions of employment presently applicable to the position will be restored and the Association will resume representation of the position.

8.7.2 Native American Home-School Counselor. Compensation for the position of Native American Home-School Counselor shall be .89 Index of Schedule I BA/BS Degree. If the Native American Home School Counselor has appropriate certification, he or she would go on Step and Schedule.

- (a) The positions of Native American Home-School Counselor and Audio-Visual Coordinator shall be excluded from the Graduate Hours provision contained in Appendix A.
- (b) The District shall be held save-harmless from decisions of the Indian-Parent Committee and/or governmental agencies in regard to the funding of the salary and other contractual benefits pertaining to the Native American Home-School Counselor.



- 8.7.3 Teaching Assistants. The salaries of the Teaching Assistants shall be calculated as a .62 index of the Schedule I BA/BS Degree or MA/MS Degrees commensurate with certification. The Teaching Assistant shall advance at the indexed rate of the appropriate step for the unit member's years of service in the school district up to step 3.
- 8.7.4 Cultural Specialists. The salary for the Cultural Specialist shall be calculated as .65 percent of Schedule I BA/BS degree or MA/MS degree depending on educational degree held by the Cultural Specialist. If the Cultural Specialist is a certified teacher he or she will be placed on step.
- 8.7.5 Certified Occupational Therapy Assistant. Notwithstanding anything expressly or impliedly to the contrary in this Agreement, the following terms and conditions of employment will apply to anyone in the position of Certified Occupational Therapy Assistant.

Salary - The salary for this position will be determined by multiplying the Bachelor's salary schedule by .62. The COTA shall advance under the Bachelor's salary schedule up to Step 3.

Appointments - Persons will be appointed to this position in the discretion of the District according to the New York State Civil Service Law, and such appointments will not be grievable or arbitrable under this Agreement.

Discharge and Discipline - The District will not dismiss, suspend without pay, formally reprimand in writing or fine an employee occupying this position, following the expiration of his or her probationary period, without just cause. In the event the District takes one or more of these actions against an employee, then the employee and the Association, as applicable, may utilize the grievance and arbitration procedures set forth in Article 4 of this Agreement. This provision is in lieu of and constitutes an express waiver by the Association and each such employee of any and all rights and protections which may otherwise be available to either or both of them in any other forum pursuant to Sections 75 and 76 of the New York State Civil Service Law, as amended, or any successor thereto, and will preclude any such employee or the Association from proceeding on the matter in any other forum, be it a court, the Public Employment Relations Board, the State Division of Human Rights, the Equal Employment Opportunity Commission, or any other judicial or administrative forum whatsoever, in recognition that proceeding under the said Article 4 constitutes a binding election of remedies and choice of forum.

8.7.6 Registered Nurses. The salary for this position will be calculated for the 2007-08 school year by increasing the beginning base salary earned by the current incumbents of the position by 3.7%. The resulting 2007- 08 salary will be increased by the following percentages for the years indicated: 2008-9 – 4.0%; 2009 -10 – 4.1%; 2010 -11 – 4.4%. The salaries for new hires for this position will be set initially by the District, subject to the negotiations with the Association.

(a) The hours of work will be from 7:30 a.m. to 4:00 p.m., inclusive of lunch.

(b) In the event a school nurse is required to work outside the school year, he/she will be paid an hourly rate calculated by dividing the indexed salary computed according to 8.7.6 above by 200 and dividing the result by 8.

(c) The following provisions of the Agreement will not be applicable: 10.7 (Supervisory duties and Preparation); 10.13 (Teacher Work Day); 8.1 (Compensation); 8.10 (Part-time Employment); 11.3 (Curriculum Development and Summer School). In addition, nurses' lunch and break schedules will be as approved by their immediate supervisors.

8.8 Severance or Retirement Benefits. Any teacher meeting retirement eligibility in accordance with this Article or any teacher with permanent voluntary severance of duty with at least twenty (20) years of service to the District shall receive:

8.8.1 A sum of \$30.00 per day of accumulated sick leave credit to a maximum of 270 days (\$8,100) beginning with the 2007 school year.

8.8.2 A sum of \$50.00 per day for non-use of the 15 sick leave days credited and not used over the last six years (maximum of 90 days) with a maximum of \$4,500.

8.8.3 Any unit member who submits an irrevocable letter of resignation between July 1 and July 31<sup>st</sup> in a given fiscal year, with an effective date within that time period will be eligible to receive an incentive payment in one of the following amounts, depending on the number of such resignations received: During the 2008-09 school year only one (1) to seven (7) resignations - \$10,000; during the 2009-10 school year and thereafter, two (2) to seven (7) resignations - \$10,000; eight or more resignations- \$15,000.

8.8.4 Lump sum and sick leave conversion monies will be put into a 403b of the member's choice from a list of District-approved 403-b plan providers within thirty (30) days of the retirement date.

8.9 Retiree Insurance Premium Payment

- 8.9.1 During his/her retirement the teacher may return all or a portion of this benefit to the District for application toward payment of premiums for retirement health insurance coverage available to teachers pursuant to Appendix A of this Agreement.
- 8.9.2 At the time of his or her retirement, the teacher may elect to have all or a portion of this benefit reserved by the District for continuing payments of health benefits pursuant to Appendix A of this Agreement until the sum is depleted.
- 8.9.3 If a retired teacher dies while receiving this benefit, the benefit will only extend to the teacher's spouse until the completion of this benefit due the deceased teacher. This benefit will not under any circumstances pass to a teacher's children, other relative, or to the teacher's estate.
- 8.9.4 Upon request, the District shall deposit the dollar amount remaining in the reserve to the retiree or a designated beneficiary in a 403b plan of the member's choice from a list of District-approved 403-b plan providers.
- 8.9.5 In the event of legislation providing retiree health insurance, any retiree reserve on deposit with the District towards purchasing health insurance shall be returned upon the request of the retiree.

8.10 Part Time Employment. In the event that the District finds it necessary to employ staff on a part time basis, the following criteria shall be used:

<u>CONSECUTIVE SCHEDULED CLASSES</u>	<u>PERCENT OF SALARY</u>
A) 2 classes + one-half preparation period or 2 classes + 1 full preparation period (choice of teacher)	33.75 40.0
B) 3 classes + 1 full preparation period	52.5
C) 4 classes + 1 full preparation period	65.0
*D) 5 classes + 1 full preparation period	77.5
*E) 5 classes + 1 full preparation period + activity periods (5 per week)	90.0

\*ANY EMPLOYEE OFFERED 5 CLASSES MUST BE OFFERED FULL TIME EMPLOYMENT. IF MUTUALLY AGREED TO, THESE PART TIME POSITIONS CAN BE USED.

If activity periods are needed for any of the schedule placements A through D, each activity period will be remunerated at the rate of 1/2000 (0.0005) of the teacher's salary step.

i.e.: If a staff member is hired on Step 1 BA and is teaching four (4) classes and three (3) activity periods a week, the remuneration shall be:

$$65.0\% \text{ of Step 1 BA} + 0.0005 \times \text{Step 1 BA} \times 3 \text{ days} \times 40 \text{ weeks}$$

IF STEP 1 BA = 23760

$$\begin{aligned} & (.650 \times 23760) + 0.0005 \times 23760 \times 120 \\ & 15444 + (11.88 \times 120) \\ & 15444 + 1425 = 16869 = 71.0\% \end{aligned}$$

The District shall make every effort to schedule part time classes consecutively. In the event that consecutive scheduling of placement A through E is not possible, each intervening period of non-instructional or non-preparation time in attendance will be compensated at a rate of 0.000375 (3/4 hours x 1/2000) times salary step.

i.e.: If a part time employee is scheduled to teach three (3) classes and there is one intervening non-instructional, non-preparation period that employee would be paid at the rate of:

$$0.525 \times \text{SALARY STEP} + 0.000375 \times \text{Salary Step} \times 5 \text{ periods per week} \times 40 \text{ weeks.}$$

If the employee is on Step 1 BA and Step 1 BA = 23760

$$\begin{aligned} & .525 \times 23760 + 0.000375 \times 23760 \times 200 \\ & 12474 + 1782 = 60.0\% \text{ employee} \end{aligned}$$

8.10.1 No department in the middle/senior high school shall have more than one (1) part time employee.

8.10.2 All part time employees shall:

(a) arrive 10 minutes before their first instructional period.

(b) attend open house and Superintendent's Staff Development Days for the full duration of time that each event is scheduled.

- (c) not be expected to accommodate changes in the daily schedule, although compensatory time may be mutually agreed upon (i.e., rotating of classes for assembly programs). A part time teacher's schedule shall be identified and agreed upon no later than the first student attendance day.

PART TIME EMPLOYMENT IN THE ELEMENTARY BUILDING WILL FOLLOW THE SAME CONCEPT AS THAT GENERATED FOR THE MIDDLE/SENIOR HIGH SCHOOL BUILDING.

8.11 Salary. Salaries under this contract shall be in accordance with the teachers' salary schedule listed herein as the Akron Central School Teachers' Salary Schedule.

## **ARTICLE 9**

### **ASSOCIATION RIGHTS**

- 9.1 Union Membership/Professional Disadvantage. Unit members shall not suffer any professional disadvantage by reason of membership in any local, county, state or national association or participation in such organizations' lawful activities.
- 9.2 Use of School Buildings. The Association will have the right to use school buildings at reasonable times for meetings. A request for use of a building will be submitted to the building principal at least one day in advance of the meeting. Association meetings shall not be held during the regular school day except with prior approval of the Superintendent of Schools.
- 9.3 Use of Mailboxes - Association. The Association shall have the right to have the office personnel place notices and circulars concerning Association business in the mailboxes.
- 9.4 Use of Mailboxes - General. Use of the mailboxes shall be permitted only with the consent of the building principal in the school involved except as provided above.
- 9.5 Faculty Bulletin Boards. The Association will have the responsibility to control all material placed on the faculty bulletin boards. This provision shall not apply to administrative bulletin boards. This provision shall not apply to administrative bulletins and announcements.

- 9.6 Payroll Deductions. The Board shall establish payroll deductions for all Association dues, Vote Cope, etc. upon authorization by the individual unit member.
- 9.7 Annuities. The Board agrees to purchase annuities for unit members in accordance with the provisions of Section 403(b) of the Internal Revenue Code of 1954, as amended. The Board agrees to accept applications from unit members for agreements with the District for reductions in contract salary, and remit such reductions to the annuity program of an authorized insurer as recommended by the Association and designated by the Board. The Board further agrees to deposit said monies within two (2) working days following the pay day involved to a mutually acceptable Third Party Administrator.
- 9.8 Association Business Leave. The Association shall have ten (10) days leave per year for Association business administered by the Association Executive Board. The Association will reimburse the school district at the rate of \$75.00 per full day (\$37.50 per ½ day).
- 9.9 Association/Administration Meetings. The Association President or his designee may arrange to meet with members of the administrative staff about Association matters during his or her preparation period. (This is not to be construed as including the activity period.)
- 9.10 Agency Fee. The District will deduct from each paycheck of each teacher who is not a member of the Association an agency fee in an amount certified to the District in writing by the Association. The agency fees so deducted shall be remitted to the Association in the same manner and at the same time as deducted Association dues are remitted. The Association shall hold the District harmless against any and all claims, demands, liabilities and judgments arising out of the operation of this paragraph.
- 9.11 Direct Deposit. All employees of Akron Central School District will have the right to select between direct deposit or check as a method of receiving their pay for services rendered to the District. When a scheduled pay date falls on a holiday, paychecks will be mailed to employees. In the event that a pay date shall coincide with an emergency school closing, paychecks will be available the next business day.
- 9.11.1 If ten (10) requests for savings bonds deduction are received, such a service will be provided.

**ARTICLE 10**  
**ASSIGNMENTS AND RESPONSIBILITIES**

- 10.1 Introduction. The Board and the Association recognize and agree that a unit member's responsibility to his students and his profession entails the performance of duties and the expenditure of time beyond the regular work day, but that time and work schedules can and should be established applicable to unit members in the normal course of their employment. To this end, the following conditions of employment shall be effective except in circumstances beyond the control of the School Board and Administration.
- 10.2 Staff Development Days. Staff development days will be held at the discretion of the Superintendent during the teacher's work year during normal school hours.
- 10.3 Professional Development. The District will utilize the form to record and verify professional development activities. The form will be verified, signed and returned to the Unit Member by September 15<sup>th</sup> of the following school year by the building principal or his/her designee. The District will use the form set forth in Appendix E.
- 10.4 Mentor Program  
The Association will pay for the training of mentors through an approved program mutually agreed upon by the Association and District.
- 10.4.1 Mentor Coordinator and Mentors (who have been Board of Education approved and assigned to a mentee for the school year or a total of ten (10) school months depending on the time of the assignment) will receive a stipend of 2.63% of Step 1 of the Master's Schedule (Schedule II) for that school year. (Half paid at the end of the first five (5) months of the assignment and the remaining stipend at the end of the assignment.)
- 10.4.2 The mentor program is part of the Professional Development Plan and changes in related terms and conditions of employment will be negotiated between the Association and the District.
- 10.5 Notice of Assignments and Responsibility. The unit member shall be directly responsible to his immediate supervisor. He shall discharge his duties in accordance with the policies and regulations of the Board of Education and the regulations pertaining to his particular school as set forth in the faculty Handbook. Unit members shall, at the start of the year, be furnished a copy of the Handbook containing the personnel policies which pertain to their employment. Such policies and regulations shall not be in conflict with the terms of this contract.

10.6 Major Assignment. Unit members may assume that their major assignments for the coming year will be the same as for the current year unless circumstances make it necessary for changes to be made. During the summer, unit members will be notified in writing as soon as possible if a change seems necessary and will be invited to consult with his or her Principal concerning the matter.

10.7 Supervisory Duties and Preparation Period.

10.7.1 Teachers may be assigned supervisory duties during the school day so long as such assignment does not extend their teaching and supervisory load in excess of the normal load for the teacher in the building in which they serve.

10.7.2 Each elementary teacher shall have at least one daily preparation period (40 minutes) between the beginning of the first instruction period and the last instruction period unless mutually agreed by the teacher and the administrator to be otherwise. This shall not pertain to emergencies or late opening and early closing days.

10.7.3 Each secondary teacher (except those teaching six (6) daily classes) shall have a minimum of seven (7) preparation periods (40 minutes) per week, with a minimum of one (1) per day, and a maximum of eight (8) supervision periods per week unless mutually agreed by the teacher and the administrator to be otherwise. This shall not pertain to emergencies or late opening and early closing days.

- (a) The number of teaching assignments at the secondary level shall normally be less than six (6) per day. The District may assign twelve percent (12%) of the Middle/Senior High School teachers to a full six (6) daily teaching period assignments. Such assigned teachers will have ten (10) preparation periods per week. Following the District assigning 12% of the Middle/Senior High School teachers to a full six (6) daily teaching periods other teachers may choose freely (volunteer), if available, a sixth teaching assignment. Any teacher with six (6) teaching assignments on any given day shall be granted two preparation periods for that day.
- (b) Number of assignments, preparation, and supervision periods shall not pertain to emergencies or late opening and early closing days.
- (c) When a choice of volunteers exists within a department, the volunteer drawn will be a tenured teacher.
- (d) All full six (6) daily teaching period requests and assignments will be considered as annual.



- (e) All full six (6) daily teaching period assignments will be made for the purpose of efficient and logical use of the teaching staff, not for the purpose of staff reduction.
- (f) The middle and senior high building principals will provide the Association with an annual listing of teachers with six (6) full teaching periods by September 15<sup>th</sup> each school year.
- (g) This listing will separate the teachers assigned by the building principal from those who volunteered. The list will be countersigned by those teachers on the list.
  - (1) A supervision scheduling for teachers may warrant the need to assign some teachers with a less than the full compliment of assigned supervisory duties (i.e. eight (8) supervisions per week). Those teachers receiving less than the eight (8) weekly assignments are used periodically to cover the supervisory duty of a teacher who covers a detention/athletic supervision duty or are used if emergency situations arise.
- (h) Preceding the upcoming school year, teachers may request their option for supervisory scheduling for the upcoming school year.
- (i) For any teacher accepting less than eight (8) weekly supervision periods, every effort will be made to maintain a regularly scheduled daily preparation period.
- (j) The District will make every effort for regular education and special education teachers to have one common planning preparation period per cycle, per inclusion class. This planning time, if possible, is in addition to the current contracted time.

10.7.4 Lunch and break schedules for the Native American Home-School Counselor and Audio-Visual Coordinator shall continue with the approval of the immediate supervisor.

10.8 Lunch Period. Unit members shall have a duty-free lunch period at least as long as the students' lunch period. This will be 30 minutes unless mutually agreed otherwise.

10.9 Staff Meetings/Board Meeting Attendance.

10.9.1 Every effort shall be made to limit administratively directed faculty meetings to two (2) per month. Except for unusual circumstances, they will be held on Tuesday, will begin as soon after 3:18 p.m. as possible and will be limited in duration to one (1) hour. Every effort will be made to notify unit members in the week prior to the meeting. All unit members shall be required to attend unless excused by the administrator. Building principals may, at their discretion, schedule faculty meetings to conclude by 3:23 p.m. at which all unit members will be required to attend.

10.9.2 The District may require each unit member to attend one board meeting per year upon a mutually agreeable date, without compensation, for the purpose of making a brief presentation relative to the unit member's assignment with the District.

(a) At any time, a staff member may volunteer to make a presentation to the Board of Education.

10.9.3 Each teacher shall be required to attend one (1) inservice program per school year, to be planned jointly by the District and the Association, without remuneration additional to the teacher's annual salary. This inservice program shall begin at 3:30 p.m. and shall be no more than two (2) hours in length.

10.10 Transfer, Vacancies and Promotion Policy.

10.10.1 Vacancies, Voluntary Transfers and Promotional Positions Not Covered under Promotion of Personnel.

(a) Unit members who desire a change in position, grade level, subject assignment, or who desire to transfer to another building shall file a written request with the Superintendent of Schools no later than February 1st each year. Such request shall state the position, grade level or subjects, in order of preference. In the event of a unit member being hired after November 1st, the request shall be filed fifteen (15) school days after being employed. The Superintendent of Schools shall maintain records of such requests.

(b) When a vacancy occurs in an area for which transfer has been requested such applicants shall be given consideration and shall be notified of the final action taken. In cases where all other qualifications are equal, the present staff will receive preference.

- (c) The Superintendent of Schools shall notify the Association of reassignments and/or transfers.
- (d) In the determination of requests for voluntary assignment and/or transfer, the convenience and wishes of the individual unit member will be honored to the extent that they do not conflict with instructional requirements and the best interests of the school district. If more than one unit member has applied for the same position, the applicant, whether from our school district or outside the school district, best qualified for the position, in the judgments of the Building Principal involved and the Superintendent of Schools, shall be appointed.

10.10.2 Involuntary Transfers and Assignments. The Board and the Association recognize that some involuntary transfers of unit members from one school to another or reassignments within a school are unavoidable. They also recognize that under normal circumstances transfers or reassignments of unit members should be held to a minimum. Therefore, it is agreed as follows:

- (a) Notice of an involuntary transfer or reassignment shall be given to unit members as soon as practicable.
- (b) When involuntary transfer or reassignment is deemed necessary, a unit member's area of competence, major and/or minor field of study, quality of teaching performance, and length of service in the Akron Central School District will be given a high priority, together with instructional requirements and staff availability, in determining which unit member is to be transferred or reassigned.
- (c) An involuntary transfer or reassignment will be made only after a meeting between the unit member involved and the Superintendent of Schools at which time the unit member will be notified in writing of the reasons therefore.
- (d) The Superintendent of Schools shall notify the Association of reassignments and/or transfers.

10.10.3 Promotion of Personnel

- (a) All vacancies with the exception of the Chief School Officer, shall be publicized with notices and posted in the administrative office and unit members' room in each school. Such a notice will set forth a description of and note the qualifications for the position with the duties to be performed.

- (b) When school is in session, such notices shall be posted as far in advance as practicable, ordinarily at least fifteen (15) school days before the date of the anticipated appointment involved. In cases of emergency, positions will be filled as soon as possible after having been posted at least one (1) school day.
- (c) Unit members who desire to apply for such vacancies shall submit their applications in writing to the Superintendent of Schools or his designated administrator within the time limit specified in the notice. All current staff member applicants will be granted an interview and, if not subsequently hired for the said vacancy, the reasons for the decisions will be provided to the applicant.
- (d) Unit members who desire to apply for a promotional position as defined in 3a above which may be filled during the summer vacation period shall submit their names to the Superintendent of Schools on or before June 15, together with the position or positions they desire to apply for, and an address where they can be reached during the summer vacation period.
  - (1) All such applications shall be for a school year (July 1-June 30) and will be considered for appointment without reposting should a vacancy occur in the position for which originally applied. Verification of applications shall be maintained in the District files for one (1) year and made available upon request.
  - (2) The Superintendent of Schools shall notify such unit members of any vacancy in a position for which they desire to apply and such notification shall set forth a description of any qualifications for the position, including the duties. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty (20) days before the final date when applications must be submitted. In cases of emergency, positions will be filled as soon as possible after having been posted at least five (5) days. In addition, the Superintendent of Schools shall within the same time periods post a list of promotional positions to be filled during the summer vacation period, on a bulletin board at the administrative offices in each school building and shall send such list of positions to the Association.

10.11 Appointments with Parents. It shall be the responsibility of the unit member to meet with parents who request conferences when prior arrangements, satisfactory to all parties concerned, have been made for such meetings. In cases where it is felt that a parent has taken more time than can fairly be given to any individual parent, the Building Principal, may determine that no more such conferences be held with that parent. Unit members will make every effort to return a parental phone call on the same day as the parent called.

10.12 Early Dismissal Days

10.12.1 There will be one (1) student non-attendance day for all teachers for the purpose of completing first semester record keeping. The one (1) day shall be the same day for the elementary, middle and senior high schools, with the selection of the day to be made by mutual agreement of the elementary, middle and senior high Building Principals.

10.12.2 In the Elementary/ Middle/Senior High School, Fall and Winter Parent/Teacher conferences will be held between 5:00 p.m. and 8:00 p.m. and on the following day from 8:00 a.m. to 11:30 a.m. Teachers will be dismissed at 2:40 p.m. of the days of evening conferences and at 11:30 a.m. on the days of morning conferences. The linkage of the parent-teacher conferences will preferably be with long weekends.

(a) Arrangement of annual elementary parent conferences will be done by the office. Variations from the established conferences schedule will be on an individual basis.

10.12.3 Other conferences will be scheduled during the normal working day, and after, if agreed to by the teacher involved.

10.12.4 Except to the extent the length of the school year is affected by emergency closing days, during the last two scheduled student attendance days, all elementary teachers will have these days free of students and any administratively directed meetings to complete end of the year responsibilities.

In the event these last two days are needed for student attendance days, the length of the last four student attendance days will be the number of hours mandated by the State authorities.

10.13 Teacher Work Day

10.13.1 In general, effective September 1, 1999, the unit member work day shall be seven (7) hours and twenty-three (23) minutes from 8:00 a.m. to 3:23 p.m. Teachers will be permitted to sign out early for graduate courses at 3:00 p.m. without loss of pay or leave time.

10.13.2 In the event that any teacher performs a mandated remediation assignment (with students) during the time identified as the activity period (9th period), the teacher will be granted the option to use two (2) early release days (after 2:30 p.m.) per month during the school year. These days cannot be accumulated and cannot be used if in conflict with a preannounced faculty meeting. The usual sign-out procedures will be followed.

(a) If an elementary school schedule for remediation can be devised that permits the meeting or exceeding of program requirements in all areas of instruction, such schedule may be carried out between 8:00 a.m. and 2:34 p.m. Any such schedule must have District approval.

(b) Open House. Elementary open house will be held in September during the evening for one hour.

10.14 Class List/Student Assignments. The most up-to-date class list for each assignment will be provided in the Building Principals' office for each teacher ten (10) calendar days prior to the opening of school.

10.14.1 On the elementary class lists provided at this time, the assignment of students per class will be as equal as is numerically possible within each grade level (Grade Level to mean common branch PreK-5). During the school year new students will be assigned to the class at their grade level with the fewest number of students. Former Akron Central School students re-enrolling during the year may be placed without regard to the aforementioned provision upon mutual consent of the Elementary Principal and teacher involved.

The above shall not apply to Board of Education designated special classes.

10.15 Workdays. The number of teacher workdays in the school year shall be no more than 188 effective for the 2008-09 school year. The last student day shall be the last teacher day in the middle/high schools, providing that all teacher responsibilities have been completed.

10.15.1 In the event that a State-mandated examination is given on the day of or the day prior to the last student day that results in the necessity for teachers to work beyond the last teacher work day, such teachers will be compensated for each day so worked. Teachers will make all reasonable efforts to complete grades and related work by the last student day.

- 10.16 Native American Home School Counselor Work Year. The Native American Home-School Counselor shall work a ten-month work year following the administrative calendar, subject to changes resulting from decisions of the Indian-Parent Committee and/or federal agencies and shall be entitled to ten (10) days paid vacation.

## **ARTICLE 11**

### **CONDITIONS OF INSTRUCTION AND CURRICULUM DEVELOPMENT**

- 11.1 Teachers' Primary Functions. The Board and the Association agree that a teacher's PRIMARY FUNCTION is to teach. Therefore:
- 11.1.1 To the extent possible, every effort will be made to limit class interruptions to emergency cases only.
  - 11.1.2 Except in emergency situations, teachers shall not be required to assume an assignment in any school office.
  - 11.1.3 Except in emergency situations as determined by the principal or his designee or to provide approved special instruction, pupils shall not be taken from class.
- 11.2 Grading of Students. A teacher's marks shall not be changed arbitrarily or without valid reason. Prior to making any change, the administrator shall consult, if possible, with the teacher concerned and shall explain the reasons for his action. If a grade is modified, the change will be initialed by the administrator making the change.
- 11.3 Curriculum Developments and Summer School. If an individual unit member applies for and is granted curriculum development, summer school training or in-service work through the Akron Central District, (approved by the Superintendent) he/she shall be paid at a rate of 1/200<sup>th</sup> per day of the base salary on the Bachelor's Degree schedule.
- 11.3.1 Compensation for services during the District's summer school program will be at an hourly rate based on 1/200<sup>th</sup> /7.5 of the value of the step on the MA salary schedule equivalent to the teacher's years of experience in the summer school program up to fifteen (15) such years.
  - 11.3.2 If the individual teacher applies for curriculum development, summer school training or in-service as a specific part of a BOCES project or grant, the teacher shall be paid as determined by Erie 1 BOCES.

- 11.3.3 In either case, adjustment may be made on a pro-rated hourly basis for partial workdays. It is understood that minor curriculum development and work in preparation for major summer curriculum development may take place during the school year.
  - 11.3.4 If summer school work is granted, the exact pay mode must be included as information returned to the teacher prior to services rendered.
- 11.4 Teacher Center. The District and the Association will continue to pursue the development of and participation in a Teacher Center program.

## **ARTICLE 12**

### **FACILITIES**

- 12.1 To the extent practicable within the existing facilities, each school building shall, as soon as possible, have the following facilities:
- 12.1.1 A District Xerox machine, may be used to make single copies. In the event that a unit member requires a limited number of copies on short notice, that unit member may obtain said copies from his/her respective building office or request from the copy clerk in the Xerox room, copies of what is needed.
  - 12.1.2 An appropriately furnished room for use as a teachers' lunchroom/workroom.
  - 12.1.3 Each classroom shall have space in which teachers may safely store instructional materials and supplies. (e.g., closet, file cabinet, storage container, desk with lock and key). The District will make every effort to provide outside phone access, through its offices for business use only, to all teachers from their classrooms during their preparation periods.
  - 12.1.4 In connection with the construction of new school buildings and major re-construction or remodeling of existing school buildings, the Board will consider recommendations presented by personnel involved and/or the Association.



## **ARTICLE 13**

### **PARAPROFESSIONALS**

- 13.1 The Board and the Association agree that a teacher's primary responsibility shall be to teach and that their energies shall be utilized to this end. The Board shall employ paraprofessionals to perform non-teaching duties to the extent practical based upon past practices.

## **ARTICLE 14**

### **EMPLOYMENT**

- 14.1 New Personnel. The Association recognizes the Board's exclusive authority to select and employ new professional personnel. In keeping with the high standards of the community, the parties agree to make a good faith effort to attract teachers who possess high qualifications, and to keep such teachers in the Akron Central School District.
- 14.2 Teacher Certification. Every effort will be made to limit the employment of teacher personnel to individuals who satisfy the standards of certification of the State of New York.
- 14.3 Tenure Status. Every effort will be made to notify probationary teachers of their tenure status no later than twelve (12) weeks before the end of the probationary period.
- 14.4 Evaluation and Personnel File. Only one (1) official unit member personnel file shall be maintained and kept in the District Office. All material dealing with the unit member's employment, including the official evaluation material, shall be kept in this file.
- 14.4.1 No official evaluation material shall be placed in the file without a copy going to the unit member and ten (10) school days for the unit member to attach any reply statement.
- 14.4.2 The unit member shall have the right to have access to the file pertaining to the unit member at all reasonable times. The unit member shall have ten (10) school days from the day on which he first sees a document (or copy thereof) to be placed in his file within which to object that a statement of fact in the document is not true. If he does not object within the time limit, the document shall be deemed to be factually true although not necessarily true as far as value

judgments are concerned. If he does object within the time limit and the objection is not resolved informally, it shall be subject to resolution through the grievance procedure.

- 14.5 Evaluation. No member of the negotiating unit covered by this Agreement shall evaluate (orally or in writing) another member of that unit.
- 14.6 Maintenance of Staff
- 14.6.1 The Board of Education agrees that the number of staff currently employed within the Akron Faculty Association bargaining unit shall be maintained at a figure no less than 98 (ninety-eight).
- 14.6.2 Teacher-student ratio for the District will not exceed 20;1 due to staff reductions. The teacher-student ratio is based on K-12 enrollment divided by the number of staff currently employed in the AFA bargaining unit and should not be misconstrued to apply to any individual teacher's teacher-student ratio.
- 14.6.3 This Section 14.6 will be reviewed at the termination of this contract.
- 14.7 Tenable Complaints. The District will disclose fully the nature of any tenable complaint it receives alleging misconduct against a teacher to the extent permitted by law without the necessity of disclosing the identity of any individual involved. However, the District will be precluded from taking any disciplinary action against a teacher pursuant to Education Law § § 3020-a or 3031 concerning such a complaint without disclosing the identity of any person alleged to have been affected by such alleged misconduct.
- 14.8 Just Cause. No unit member after the first three (3) years of employment shall be dismissed without just cause.
- 14.9 Alternative to 3020-a. The following procedure shall be used in lieu of Section 3020-a of the Education Law or any successor thereto. It is intended to speed up the process and is not intended to deny or alter any rights an employee may have under Section 3020-a either procedural or substantive unless expressly provided herein.
- 14.9.1 This procedure shall not preclude the parties from meeting informally before or after charges are preferred in an attempt to settle differences without a hearing.
- 14.9.2 The charges will be as specific as those filed under Section 3020-a. The charge(s) and specifications may not be amended after the Board has referred them for a hearing.

- 14.9.3 A tenured teacher who is served with disciplinary charges shall, within ten (10) days of receipt of the charges, notify the Clerk of the Board in writing, whether he/she elects (1) a hearing before an arbitrator; or (2) to waive his/her right to a hearing before an arbitrator. Failure to so notify the Clerk of the Board in writing within the specified time period shall be deemed to be a waiver of a hearing before an arbitrator.
- 14.9.4 Upon notice of the election of the teacher to have the case heard in arbitration, the District shall within fifteen (15) days of the receipt of the teacher's written election, notify the American Arbitration Association ("AAA") of the agreed upon need for an arbitrator to determine the charges against the teacher. The notification shall request the AAA to send to each party a list of twenty (20) names of arbitrators. No later than the tenth (10th) working day after receipt of its copy of the list, each party shall mail its copy of the list to the AAA with any names thereon which are unacceptable to it crossed out and all other names numbered to show the party's preference. The AAA shall then name the arbitrator most preferred by the parties as indicated on the lists submitted. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties, it shall submit a second list of twenty (20) names and the same procedure shall be followed with respect to it. If the AAA determines that no mutually acceptable arbitrator has been selected by the parties from the second list, it shall name an arbitrator not previously submitted to the parties.
- 14.9.5 The Voluntary Labor Arbitration Rules of the AAA shall govern the proceeding before the arbitrator, to the extent that such rules do not conflict with the provisions of this Article.
- 14.9.6 If the teacher is suspended pending the determination of charges by means of a hearing before an arbitrator, that suspension shall be with pay. The District and the teacher shall endeavor to initiate and complete the arbitration proceeding in as timely a manner as practicable. All scheduling of hearing dates will be in the hands of the arbitrator and all parties will make every attempt to schedule consecutive days of hearings to complete the process in a swift and timely fashion.
- 14.9.7 One-half of the fees of the arbitrator shall be paid by each party. All other expenses, including the compensation of witnesses incident to the arbitration, shall be paid by the party incurring them. However, if either party shall cause to be made a written, mechanical or other record of the proceedings, one-half of these expenses shall be paid by each party.

- 14.9.8 In the arbitration proceeding, the issue to be decided by the arbitrator shall be "Is (name of teacher) guilty of any or all of the charges against (him/her)? If so, what penalty, if any, shall be imposed?"
- 14.9.9 Charges determined by means of a hearing before an arbitrator, may be reviewed in the manner provided by law for the review of arbitration decision.
- 14.9.10 The decision rendered by the arbitrator will be implemented by the Board pending the appeal.
- 14.9.11 If a teacher is charged with failure to maintain certification notwithstanding any of the above, the teacher shall be suspended without pay or benefits, as the current law allows.
- 14.9.12 At the time charges are served, pursuant to this Article, the teacher involved will be provided with a copy of the above procedures.

## **ARTICLE 15** **PROTECTION**

- 15.1 Unit members shall immediately report all cases of assault suffered by them in connection with their employment to their principal in writing, which shall contain a detailed written report of the incident.
- 15.2 This report shall be forwarded to the Superintendent of Schools and then to the Board, which shall comply with any reasonable request from the unit member for information in its possession relating to the incident or the persons involved, and shall act in appropriate ways in liaison between the unit member, the police and the courts.
- 15.3 If criminal or civil proceedings are brought against a unit member alleging that he committed an assault against a pupil in connection with his employment, to the extent permitted by Education Law Section 3028 or any successor thereto, the Board will furnish legal counsel to defend him in such proceedings.
- 15.4 To the extent permitted by Education Law Section 3023 or any successor thereto, should an assault on a unit member occur in the line of duty and if his injury results in loss of time, the unit member shall be paid his full salary for the period of such absence, and no part of such absence will be charged to his annual sick leave.

- 15.5 The Board shall have the right to have the unit member examined by a physician designated by the Board for the purpose of establishing the length of time during which the unit member may be unable to perform his duties, and the opinion of said physician as to the said period shall determine the handling of the details in connection with the unit member's absence.
- 15.6 The Board agrees to hold unit members harmless from any financial loss in excess of that covered by insurance, including reasonable attorney's fees arising out of any claim, demand, suit, or judgment by reason of alleged negligence on the part of the unit member or other acts on his part resulting in an accidental bodily injury to any person, or accidental damage to the property of any person within or without the school building, provided the unit member was, at the time of the incident, acting in the discharge of his duties, within the scope of his employment, or under the direction of said Board.
- 15.7 The Board shall not be subject to the duty imposed, unless the unit member shall, within ten (10) days of the time he is served with notice of the claim, deliver the original copy or a copy thereof to the Superintendent of Schools.
- 15.8 At all hearings that are disciplinary, the unit member in question may have legal and/or union representation.

**ARTICLE 16**  
**CONCLUDING STATEMENTS**

- 16.1 This Agreement between both parties may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 16.2 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated and be considered part of the established policies of the Board.
- 16.3 The Board of Education maintains the right to establish Board policies which it deems in the best interest of the school district as long as such policies do not conflict with the terms of this Agreement.
- 16.4 The Association shall have the right to negotiate anticipated changes affecting terms and conditions of employment with the Board of Education or its representatives providing that such right to negotiate shall not delay the implementation of emergency changes deemed necessary by the Board of Education.
- 16.5 Copies of this Agreement shall be duplicated by the Board of Education. It shall be distributed to all unit members presently employed as soon as possible after ratification by both parties.

16.6 Conformity to Law Clause

- 16.6.1 If any provision of this Agreement is or shall be at anytime contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law, and any substitute action shall be subject to negotiation.
- 16.6.2 In the event that any provision of this Agreement is or shall be at any time contrary to law, all other provisions of this Agreement shall continue in effect.
- 16.6.3 The Association pursuant to Section 207, paragraph 3, subsection (b) of the Public Employees' Fair Employment Act, reaffirms that said organization "does not assert the right to strike any government, to assist or participate in any strike, or to impose an obligation to conduct, assist or participate in such a strike."

NOTICE: IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

**SUBSCRIPTION**

This contract shall be effective on July 1, 2007 and shall continue in effect through June 30, 2011.

IN WITNESS OF ALL THE FOREGOING, the duly authorized representatives of the parties have signed their names on the dates shown below.

\_\_\_\_\_  
Robin B. Zymroz  
Superintendent of Schools

\_\_\_\_\_  
Edward Haley  
President/Negotiations Co-Chair

\_\_\_\_\_  
Charles Pfohl  
Vice-President/Negotiations Co-Chair

Date: \_\_\_\_\_, 2008

Date: \_\_\_\_\_, 2008

**AKRON CENTRAL SCHOOL  
TEACHERS' SALARY SCHEDULES**

2007-08			2008-09			2009-10			2010-11		
STEP			STEP			STEP			STEP		
BA/BS	MA/MS		BA/BS	MA/MS		BA/BS	MA/MS		BA/BS	MA/MS	
35500	1	39300	37600	1	39600	37700	1	40850	37800	1	41300
36000	2	40100	37700	2	40600	38000	2	41850	38500	2	42300
37000	3	41000	37900	3	41600	38500	3	42850	39000	3	43300
37500	4	41900	38000	4	42200	39000	4	43350	39500	4	43800
38500	5	43000	38800	5	43350	39500	5	44600	40000	5	45000
38800	6	43700	39200	6	44000	39750	6	46600	40500	6	47000
39700	7	44700	40000	7	45000	40500	7	47600	41000	7	48000
40250	8	46100	40500	8	47100	41000	8	48600	41500	8	49600
41500	9	47200	42000	9	48200	42500	9	50600	43000	9	51900
42400	10	48500	42600	10	50200	43000	10	51200	43500	10	53100
43000	11	49500	43500	11	51200	43750	11	52200	44000	11	54900
44000	12	50500	44500	12	53150	44750	12	55200	45000	12	56900
45000	13	51500	45500	13	55150	45750	13	56200	46000	13	57900
46000	14	52500	46500	14	57350	46750	14	58200	47000	14	61000
47000	15	53500	47500	15	58900	48000	15	61700	48500	15	63000
	16	54800		16	60250		16	63200		16	64625
	17	56500		17	60350		17	63500		17	66125
	18	60500		18	62150		18	66200		18	68125
	19	73500		19	73650		19	75200		19	78125
72500	20	82800	73500	20	83800	75000	20	85350	76100	20	87125
<b>% increase 3.7</b>			<b>% increase 4.0</b>			<b>% increase 4.1</b>			<b>% increase 4.4</b>		

## APPENDIX A

### Health Insurance

The parties will agree upon the below (POS Low, POS 203 and Traditional Blue Cross/Blue Shield) 3-tiered plan. The District will contribute 91% of the premiums for the mid-level plan, (“POS Plan Contribution”). The District will pay a dollar amount equal to the POS Plan Contribution to the low-level POS plan. The District will contribute 85% of the premiums for coverage under the traditional plan.

### AKRON CENTRAL SCHOOLS

#### 2008-2009 Health Offerings

#### *Instructional*

<u>Services</u>	<u>POS 205 (Low)</u>	<u>POS 203</u>	<u>Traditional</u>
Referrals	No	No	No
Office Visits	\$20	\$10**	covered*
Specialist Visits	\$20	\$10	covered*
Adult Physicals	\$20	\$10	covered up to \$50
Well Child Visits (to age 19)	covered in full	covered in full	covered in full
MRI	\$20	\$10	covered in full
X-Rays	\$20	\$10	covered in full
Mammograms	\$20	covered in full	covered in full
Gynecological Visits	\$20	\$10	covered in full (routine one per year)
Pap Smears	covered in full	covered in full	covered in full
Laboratory	covered in full	covered in full	covered for the first \$100 (further charges are eligible under major medical subject to deductible and coinsurance)
Hospital Inpatient	\$500/\$1000 (Self insured \$200)	\$500/\$1000 (Self Insured) (semi-private room)	\$0 (semi-private room)
Maternity Care (prenatal and post-natal care)	covered in full after initial co-pay	covered in full after initial co-pay	covered in full
Outpatient Surgery	\$100	\$10	covered in full
Emergency Room	\$75 (waived if admitted)	\$50 (waived if admitted)	covered in full
Urgent Care	\$35	\$10	
Ambulance	\$75 (medically necessary)	50 (medically necessary)	covered* (medically necessary)
Cardiac Rehab	\$20 (24 v/yr)	\$10 (24v/yr)	covered* (24v/yr)
Chemotherapy	\$20	\$10	administration covered in full
Occupational, Speech, Physical Therapy	\$20 (20 aggregate visits)	\$10 (20 aggregate visits)	covered* (unlimited visits)
Mental Health Inpatient	\$500/\$1000 (Self insured \$200) (30d/yr)	\$500/\$1000 (Self Insured) (30d/yr)	covered in full (30d/yr)
Mental Health Outpatient	\$20 (20 v/yr)	\$10 (20v/yr)	covered (40v/yr)



Substance Abuse- Inpatient (Detox)	\$500/\$1000 (Self Insured \$200) (30 days detox)	\$500/\$1000 (Self Insured) (30 days detox)	covered in full (3-5 days)
Substance Abuse- Outpatient	\$20 (60 v/yr)	\$10 (60v/yr)	covered in full (60v/yr)
Routine Eye Exams	\$20 (every 2 years, every year for children under 14 or younger with a refractive error)	\$10; one exam per year	not covered
Laser Vision Correction	Not Covered	Not Covered	covered under cosmetic surgery rider
Acupuncture	Discounts	Discounts	Discounts
Chiropractic	\$20	\$10	covered*
DME	50% copay (\$1000 annual limit)	20% No Cap	covered*
Prosthetics	Not Covered	20% No Cap	covered*
Home Health Care	\$20 (in-network unlimited)	\$10 (in-network unlimited)	covered in full (365v)
Hospice	covered in full (210 days)	covered in full (210 days)	covered in full (210 days)
Skilled Nursing Facility	\$500/\$1000 (Self insured \$200) (50 days)	\$500/\$1000 (Self Insured) (50 d/yr)	covered* (unlimited days)
Diabetic Supplies	\$20	\$10	covered*
Cosmetic Surgery Rider	No	No	Yes
In-Network- Coinsurance	N/A	N/A	80%/20%
In-Network- Maximum	N/A	N/A	\$500/\$1000
In-Network- Deductible	N/A	N/A	\$500/\$1000
Out of Network- Coinsurance	75%/25%	75%/25%	Combined with In-Network
OON- Maximum	\$2000/\$4000	\$2000/\$4000	Combined with In-Network
OON- Deductible	\$500/\$1000	\$500/\$1000	Combined with In-Network
Dependent Coverage	19/25 Dependent /Student	19/25 Dependent /Student	23/23 Dependent/Student
Dental Coverage	Not Covered	Not Covered	Not Covered
Prescription Drug	Pharmacy \$7/\$25/\$40 (up to a 30 day supply) Mail Order \$7/\$25/\$40 (3 copays for a 90 day supply)	\$7/\$15/\$35 (up to a 30 day supply) Mail Order \$7/\$15/\$35 (3 copays for a 90 day supply)	\$10
Generic Contraceptives	\$0	\$0	
*Subject to deductible and co-insurance			
**All PCP visits- copay waived for dependents under 19			
This is a summary of covered benefits and exclusions and is not intended as an actual contract or group plan. Please check the contract or group plan for final information on your benefits and exclusions.			

It is a goal of the parties to provide the insurance plans and coverage set forth in this agreement at a reasonable cost to the members and the District. To further that goal, the parties agree, during the 2008-2009 school year, to investigate and endeavor to mutually agree upon a possible change in health insurance carrier to provide the plan coverage set forth in this agreement, to be effective beginning the 2009-2010 school year. The parties also agree that this process will begin no later than April 1<sup>st</sup> 2009. Nothing herein shall be construed to imply a change in premium contribution percentages or reduction of insurance benefits to members.

HMO plans will be offered with benefits to match those of Blue Cross to the extent possible (e.g. deductibles and co-pays).

The amount paid by the District shall be prorated for part-time unit members in accordance with the percentage of work time.

Each year during the open enrollment period for health insurance or at the time of employment, all unit members may elect to begin enrollment or remain enrolled in a health insurance program offered by the District.

For the Blue Cross Traditional Plan there will be a major medical deductible of \$500 (five hundred dollars) in the individual plan and \$1000 (one thousand dollars) in the family plan. The District will self fund \$300 (three hundred dollars) of the major medical deductible in the individual plan and \$600 (six hundred dollars) of the major medical deductible in the family plan. The district will make the \$300/\$600 self funded payments by September 30 of each plan year through the District's separate Section 105 Major Medical Plan.

Participants in an HMO will be enrolled in a prescription co-pay plan as close to 7-15-30 as the extent possible.

In the event of changes from insurance carriers, a similar plan will be offered as close as possible to the discontinued plan.

Effective July 1, 2007, the District will modify the Akron Central School district Flexible Benefits Plan (the "Flex Plan") to allow a full-time unit member (the "Member") the option to waive his or her District-provided health insurance coverage, in exchange for which the Member will receive monetary compensation in the amount of \$2,000 per Flex Plan year.

A Member who wishes to receive the monetary amount in lieu of health insurance coverage must sign a waiver form provided by the District and return it to the Business Office by September 15 of the applicable Flex Plan year. The monetary amount in lieu of health insurance coverage will be paid ratably over twenty one (21) or twenty two (22) pay periods for the Flex Plan year to which his or her waiver election applies.

Due to the large number of possible variables which could compel a Member who has dropped coverage, to seek reinstatement, this must be viewed as an annual option with provisions made for such reinstatement at any time if other insurance is no longer available.

To the extent permitted under the terms of the Flex Plan, a Member who previously elected to receive the above monetary amount in lieu of health insurance coverage for a given year may revoke his or her election and enroll in the health insurance plan during that Flex Plan year, in which case payment of the monetary amount in lieu of health insurance coverage thereafter will be discontinued.

The monetary amount a Member receives in lieu of health insurance coverage will be subject to applicable income and payroll tax withholding. A Member who elects to receive the monetary amount in lieu of health insurance coverage may make an election to defer all or a portion of that amount into a 403(b) plan of the Member's choice from the list of District approved plan providers subject to the applicable rules and limitations of the 403(b) plan.

It is understood that a new Member would be granted the opt-out option if he or she meets the above requirements.

For this provision to take effect, eighteen (18) Members must elect not to receive health insurance.

### Dental Coverage

The District will continue to offer the Dental Pay, Inc. plan, with coverage the same as the 1990-91 plan.

Full time employee premium rates per month will be:

Single	\$ 4.50
Family	7.00
Family with children	10.50

Benefit payments are based upon the customary fee schedule of the Western New York area. The customary fee schedule will be up-dated by Dental Pay, Inc. as necessary.

Each enrolled employee will receive a new copy of the plan.

The employee premium rate per month for part-time employees will be prorated based upon the percentage of work time. (e.g. at 50% time, employee will pay twice the above stated rates).

### Vision Plan

Effective with the 1991-92 school year, the District will offer the Blue Cross-Option II Vision Plan. The District will pay 95% of the single coverage for employees only. The family plan will be offered entirely at the employee's expense (less the amount of District payment for the single plan).

The amount contributed by the District shall be pro-rated for part-time unit members in accordance with the percentage of work time.

Enrollment will be during the open enrollment period with coverage to be effective September 1, 1991.

### Section 125/129 Plan

The District will institute a plan conforming to §§ 125/129 of the Internal Revenue Code which will provide, among other things, for incorporation of the health insurance payment "in lieu of" non-enrollment provision contained in this Appendix A. The District will pay the cost of preparing the plan documents and each participating teacher's membership fee. A joint AFA-Administration committee will consult with the Plan administrator on the Plan document.

## Section 105 Plan

The District will institute a plan conforming to Section 105-h of the Internal Revenue Code, and will pay the cost of preparing the plan documents and each participating Unit Member's membership fee. A joint AFA-Administration committee will consult with the Plan Administrator on the Plan document. Effective January 1, 2009, the District will contribute \$150 per year for each participating Unit Member. To the extent permitted by law, the Section 105-h Plan will provide that monies left in the plan at the end of any plan year will be carried over to the next plan year and deposited in the plan accounts of the participants.,

## 403(b) Retirement Plan

The District will institute a plan for matching employee contributions to a retirement plan conforming to §403(b) of the Internal Revenue Code. The District will match employee contributions up to Two Hundred Dollars (\$200) per year; provided all District payments into the plan will terminate upon separation from service, the payments are fully vested immediately in the teachers and available to them prior to retirement, there is no fiscal obligation for the District to provide payments to the plan after a teacher's retirement, and the District will have no fiscal obligation regarding payments due from the plan to the teacher. The District contributions will be made on the earlier of January 31<sup>st</sup> or June 30<sup>th</sup> following the employee contribution.

## Graduate Hours

Payments of \$270 for the life of this Contract will be made for each block of six (6) hours of approved graduate credit secured beyond the Bachelors and Masters Degree schedules.

This remuneration is limited to forty-two (42) hours beyond the Bachelors Degree and twenty-four (24) hours beyond the Masters Degree.

Teachers completing thirty (30) hours beyond the Masters Degree shall receive an additional annual salary payment above the Masters Degree schedule of \$2,500.00 in lieu of graduate hour payments.

Sixty (60) hours beyond the Bachelors Degree will place a teacher on the Masters Degree schedule.

Prior approval for graduate hours shall not be required for courses taken pursuant to an advanced degree or for a permanent certificate. Prior approval shall be required for all other courses. The Board reserves the right to require proof when a question arises regarding credit as being graduate level or not. In extenuating circumstances post approval may be granted if requested within two (2) weeks of enrollment. Graduate hour salary adjustments are subject to the limitations of the salary schedule adopted. The Board of Education policy regarding payment of credit for graduate hours will be as follows:

Payment will commence at the beginning of each semester. A teacher requesting payment will complete an application form provided by the school district no later than the end of the first week of the first semester and February 1st for the second semester except for new teachers who will file an application form no later than September 15th. A teacher claiming such credit will provide satisfactory proof of completion by December 1st for the first semester claim and by May 1st for a second semester claim. An official transcript shall be required upon reaching thirty (30) hours of credit.

Graduate hour salary adjustments not supported by the dates indicated will cause salaries to revert to the prior schedule and improperly paid salaries must be returned to the Board of Education.

Persons moving to the Masters Degree Schedule will not be so advanced until satisfactory proof of completion of the Degree has been submitted. Payment will be retroactive to the beginning of the semester for which application is made. Applications submitted later than the above listed dates will cause payment to commence at the beginning of the following semester.

OR

At the choice of the teacher with a Masters Degree and with the preceding approval and payment condition, a teacher may waive the graduate hour payment and accumulation in lieu of the District's one-time payment for the costs of required tuition fees, and books for each graduate course completed.

Graduate credit for Technology Staff Development is to be granted and the District will allow graduate hours in six (6)-hour blocks at \$270 per block for the various courses/offerings recently distributed to faculty. The actual distribution of hours (credits) will be as listed and the offer is open to all faculty regardless of prior degree and/or hour accumulations. Completion of the computer work listed in this Appendix A with the Technology Coordinator will be worth two (2) blocks of six (6) graduate credits at the current contract rate. Level 1 is worth three (3) credits, Level 2 is worth three (3) credits and Level 3 is worth six (6) credits. The courses are as follows:

<u>Level One Courses</u>	<u>Course Length</u>
Introduction to Computers	3 hours
Introduction to Word Processing	6 hours
Introduction to Data Bases	6 hours
Introduction to Spreadsheets	6 hours
Using Network Technology	3 hours
Introduction to the Internet	6 hours
Introduction to Presentation Software	6 hours
<b>TOTAL</b>	<b>36 hours</b>



## APPENDIX B

### PAYMENT FOR EXTRA-CURRICULAR SERVICES

Table A shows the index scale times a 10% base on the Bachelor's scale for each year of experience up to and including year five. Year six through year twelve will be the index scale times a 10% base on the Master's scale. Activities are listed on pages 48 to 49. Table A-1 shows the hourly pay of Bachelor's scale for each year up to Step 15.

Each faculty member assigned to an activity will be assigned to a step placement on the salary schedule, based upon his or her experience. Such experience level to be determined by the following:

1. Prior service outside of this system may be awarded in the same or similar activity. Similar is defined as softball, baseball and cross-country, track.
2. Credit for each year of service in the same activity in this school district applied to the index scale in Table A.
3. Service credit will be assigned by the Superintendent of Schools and the Board of Education.

Assignments are subject to the approval of the Board of Education upon the recommendation of the Superintendent of Schools. The Superintendent of Schools will consider the recommendations of the administration in making his decision and recommendation to the Board of Education.

Employees who have coached in the Akron Central School District during their employment at Akron Central School may be appointed to extra-curricular assignments after retirement.

### TABLE A

#### Index Scale for Extra-Curricular Activities

<u>Activity</u>	<u>Index</u>	<u>Percent</u>	
Varsity Football	1.0	10%	
Assistant Football #1	.9	9%	
Assistant Football #2	.9	9%	
Assistant Football #3 (provided it is recommended by the Superintendent and approved by the Board of Education.)	.5	5%	
J. V. Football #1	.85	8.5%	
J. V. Football #2	.85	8.5%	
Varsity Boys Soccer	.9	9%	
J. V. Boys Soccer	.77	7.7%	
Modified Boys Soccer	.5	5%	
Varsity Girls Soccer	.9	9%	
J.V. Girls Soccer	.77	7.7%	

Modified Girls Soccer	.5	5%	
Golf	.6	6%	
Boys Cross Country	.8	8%	
Girls Cross Country	.8	8%	
Modified Cross Country	.5	5%	
Varsity Boys Basketball	1.0	10%	
J. V. Boys Basketball	.85	8.5%	
Varsity Field Hockey	.8	8%	
J. V. Field Hockey	.68	6.8%	
Modified Field Hockey	.5	5%	
Gymnastics	.7	7%	
Volleyball	.8	8%	
J. V. Volleyball	.68	6.8%	
Modified Girls Volleyball	.4	4%	
Cheerleading-Varsity & J.V. Football	.6	6%	3% JV, 3% Varsity
Boys Modified Basketball A	.5	5%	
Boys Modified Basketball B	.5	5%	
Modified Girls & Boys Swimming	.5	5%	
Varsity Boys Swimming	1.0	10%	
Varsity Wrestling	1.0	10%	
Assistant Wrestling	.85	8.5%	
Modified Wrestling #1	.5	5%	
Modified Wrestling #2 ( <i>if needed</i> )	.5	5%	
Varsity Tennis	.8	8%	
Varsity Boys Track	.8	8%	
Assistant Boys Track	.68	6.8%	
Modified Track #1	.5	5%	
Modified Track #2 ( <i>if needed</i> )	.5	5%	
Varsity Lacrosse	.8	8%	
Assistant Lacrosse	.5	5%	
J.V. Lacrosse	.68	6.8%	
Modified Lacrosse ( <i>if needed</i> )	.5	5%	
Varsity Baseball	.8	8%	
J. V. Baseball	.68	6.8%	
Modified Boys Baseball	.4	4%	
Asst. Modified Baseball ( <i>if needed</i> )	.4	4%	
Varsity Girls Basketball	1.0	10%	
J. V. Girls Basketball	.85	8.5%	
Girls Modified Basketball A	.5	5%	
Girls Modified Basketball B	.5	5%	
Varsity Girls Track	.8	8%	
Assistant Girls Track	.68	6.8%	
Varsity Softball	.8	8%	
J. V. Softball	.68	6.8%	
Varsity Girls Swimming	1.0	10%	
Cheerleading-Basketball	.6	6%	3% JV, 3% Varsity



Cheerleading-Wrestling	.4	4%	
Strength Coach	.5	5%	
Dramatics		9%	
Synchronized Swimming		5%	
Middle School Musical Director		6.8%	
*Musical Stage Play Director		10%	
Pit Music		2%	
Middle School Drama Director		4%	
Jazz Ensemble/Big Band		6%	
Jr. High Jazz Band		5%	
Yearbook		6%	
Interact Club		3%	
7th & 8th Grade Yorkers (each club)		3%	
Senior Class		6%	
Junior Class		5%	
Sophomore Class		4%	
Freshman Class		4%	
Student Council Advisor		10%	
Middle School Government (Jr. High Student Union)		4%	
Marching Band Assistant		6.8%	
Youth to Youth		4%	
DECA		5%	
Care Team Coordinator		3%	

**TABLE A1**

Academic Improvement Program  
or Tutorials

hourly pay -  
1/200th of step  
divided by 7.5

Exam Review Courses (AP,  
Regents, PEP, External  
Examinations)  
After School Enrichment

hourly pay -  
1/200th of step  
divided by 7.5

Saturday Morning Detention

hourly pay -  
1/200th of step  
divided by 7.5

4:30 Detention

hourly pay -  
1/200th of step  
divided by 7.5

hourly pay -  
1/200th of step  
divided by 7.5

\*When there are more than two staff members appointed to direct the musical each member will keep a log of the actual student contact time spent at rehearsals and the performance. The 10% salary will then be proportionately distributed to the hours logged.

Employees serving in the capacity of Driver Education teacher will be paid for 60 hours of teaching time at the rate of \$24.28 for first year teachers and \$24.75 for second year teachers per hour. In

addition to teaching time, 3 hours of preparation time will be served at the rate of \$24.28 for first year teachers and \$24.75 for second year teachers per hour. Preparation time will be at the teacher's discretion, but in consultation with the principal and outside of the dates designated. Teachers will receive their pay on the pay period following the completion of the program.

The hours reflected for each index does not include time for sectional competition. Since sectional competition depends upon league standing, the outcome of league competition, or qualifying times, compensation for this activity will be on an as-needed basis. Consequently, time spent for sectional practice and competition will be reimbursed in the following manner:

The rate of compensation will be an hourly rate based upon one two thousandth (1/2000th) of the salary on the assigned step. Payment will be made to the nearest quarter hour.

NOTE: Any automatic sectional placement will not be compensated until after the first round of competition. Sectional practice will not begin until after the last scheduled league or non-league contest. Also, hours for practice or contests will not be reimbursed if held during the teacher day i.e. practices or contests beginning before 3:10.

Reimbursement will be limited to a 2-1/4 hour practice, 3 hours for home contests, and 4-1/2 hours for away contests. Compensation for an all day or overnight activity will be limited to 8 hours per day of compensation.

Prior approval must be obtained for payment of all sectional competition. Once sectional competition status is known the coach and athletic director will meet to estimate the approximate number of hours needed for sectional competition. This estimate will then be reviewed by the athletic director and building principal and a final determination made. All times for sectional activities will be listed on a District Time Sheet and be routed to the athletic director, building principal and Superintendent of Schools at the conclusion of the season.

Job descriptions for extra-curricular activities will be written as needed and submitted to the Board of Education for approval. Future changes in this schedule will be based upon this job description.

Appointments of persons to the above assignments shall be on an annual basis. However, if a teacher enters or leaves an extra-curricular assignment during the course of the year or season, he or she shall receive a prorated amount of the designated compensation.

Any coach or advisor of any approved activity who is dismissed from that activity or whose appointment is not renewed, shall have access to the full grievance procedure to resolve any dispute arising therein.

In the event that a schedule of a particular sport or activity undergoes a major time change uncontrolled by the coach or sponsor, that activity's or sport's compensation shall be adjusted according to the index scale in Table B.

Future sport positions to be added or present sport positions which undergo a major time change shall be adjusted or assigned an index position according to Table B. The hours shall be adjusted and approved by the Superintendent of Schools with recommendations from the administration.

**TABLE B**  
**Hour Range Per Index**

			<u>Varsity Sports</u>	<u>J.V. Sports</u>
196 hours or more	-----	index	1.0	.85
156 - 195 hours	-----"		.9	.77
123 - 155 hours	-----"		.8	.68
106 - 122 hours	-----"		.7	.6
95 - 105 hours	-----"		.6	.5
60 - 94 hours	-----"		.5	
41 - 59 hours	-----"		.4	
less than 40 hours	-----"		.3	

Junior Varsity or Assistant positions will be scaled at 85% of the Head or Varsity position as listed in Table B. Assistant football to remain at .9.

Modified athletic positions will be scaled into the hourly range of Table B and will maximize .5.

Pending a recommendation by the Athletic Director, additional coaching positions will be considered for posting by the Board of Education.

Specified clubs and activities which have prior approval will be compensated for on an hourly basis subject to the following conditions:

1. Compensation will be made only for time spent with students in connection with the club or activity outside of school hours.
2. Compensation will not be made for the first five (5) accumulated hours of time spent outside of school hours until a total five (5) hours are earned at which time all accumulated hours will be compensated for.
3. Compensation for an all-day or overnight activity will be limited to eight (8) hours per day of compensation.
4. The rate of compensation will be an hourly rate based upon one two thousandth (1/2000) of the salary on the assigned step to be determined as outlined for all other extra-curricular services.
5. Compensation for approved hours may accumulate until the designated filing time at the end of the school year when time sheets are to be submitted.

Board of Education approved clubs or activities shall be under the terms of this section such as the Spanish Club, French Club, Math Club, Ski Club (chaperone pay), Scholastic Bowl, SADD, Indian Culture Club, Chess Club, Photography Club, Industrial Arts Club, United Nations Club, Poster Club, Editor of District Newsletter, National Honor Society, Biology Club, Outdoor Education Program and the Music Department's County and Sectional Festivals, Origami, Chess Club, Linus Quilt Club, Math Olympiad, Junior National Honor Society, Mock Trial, Computer Club.

## Chaperoning

The school district shall pay \$34.00 per home event and \$39.00 per away event to teachers who are approved to chaperone athletic and non-athletic activities. When a teacher chaperones back-to-back athletic or non-athletic events on the same day, each event shall be considered a separate chaperoning duty. Organizations shall not incur the cost of approved chaperones. Chaperoning of class and social affairs and all other school activities shall be on a voluntary basis by staff members when not otherwise provided for in Extra-curricular Schedule, Appendix B.

In the event either or both positions of Guidance Chair and Athletic Director are moved back into the bargaining unit, the following wording will be used or the District will negotiate with the AFA for new language:

### Guidance Chair

The compensation for the 41-59 hours of work outside of the standard guidance counselor workload will be compensated at 4% of Step 7 on the Master's Degree schedule effective for the 2007-2008 school year, to advance each successive year up to Step 12. There will also be three (3) additional days worked in the summer to implement the guidance calendar. These days will be additional to the approved days by the Superintendent.

### Athletic Director

The Athletic Director's compensation will be based upon 15% of a step on the Master's Degree Schedule with an annual increase based upon over-all percentage increases in the salary schedule. The Athletic Director will work two weeks during the summer and receive 1/200<sup>th</sup> of his base 10 month's salary for each day so worked.

# APPENDIX C

Grievance No. \_\_\_\_\_

## AKRON CENTRAL SCHOOL DISTRICT AND AKRON FACULTY ASSOCIATION GRIEVANCE RECORD

This GRIEVANCE RECORD along with all other written correspondence (communications, documents, and/or resolutions) is to be filled out at each of the grievance stages beyond Level 1. The District will provide a copy of the record to the presenter of the grievance and to the APA at the resolution of the grievance.

GRIEVANT'S NAME(S): \_\_\_\_\_

GRADE LEVEL \_\_\_\_ SUBJECT LEVEL \_\_\_\_\_

BUILDING: \_\_\_\_\_

### LEVEL II: BUILDING PRINCIPAL

#### A. STATEMENT OF THE GRIEVANCE

1. Paragraph(s) of the Agreement allegedly violated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Date(s) alleged violation occurred: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. Brief summary of the facts: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Action(s) requested of the District to correct the situation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Grievant's signature and date of signature: \_\_\_\_\_

6. Copy received by Building Principal: \_\_\_\_\_

\_\_\_\_\_

(signed and dated)

7. A copy of the level II grievance statement is to be given to the AFA by the District.

#### B. BUILDING PRINCIPAL'S DETERMINATION

1. Decision of the Building Principal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. Building Principal's signature and date: \_\_\_\_\_  
\_\_\_\_\_

3. Copy received by the presenter of the grievance: \_\_\_\_\_  
\_\_\_\_\_ (signed and dated)

**LEVEL III: SUPERINTENDENT OF SCHOOLS**

**A. GRIEVANT'S APPEAL TO THE SUPERINTENDENT OF SCHOOLS**

1. This grievance it appealed to the Superintendent. Grievant's signature and date: \_\_\_\_\_  
\_\_\_\_\_

2. Grievance Record received by Superintendent and dated: \_\_\_\_\_  
\_\_\_\_\_

**B. SUPERINTENDENT'S DETERMINATION**

1. A Level III meeting (if held) was on \_\_\_\_\_ and attended by \_\_\_\_\_  
\_\_\_\_\_

2. Decision of Superintendent: \_\_\_\_\_  
\_\_\_\_\_

3. Superintendent's signature and date: \_\_\_\_\_  
\_\_\_\_\_

4. Copy received by the presenter of the grievance: \_\_\_\_\_  
\_\_\_\_\_ (signed and dated)

**LEVEL IV: BOARD OF EDUCATION**

**A. GRIEVANT'S APPEAL TO BOARD OF EDUCATION**

1. This grievance is appealed to the Board of Education. Grievant's signature and date: \_\_\_\_\_  
\_\_\_\_\_

2. Grievance Record received by Board of Education - representative's name and date: \_\_\_\_\_  
\_\_\_\_\_

**B. BOARD OF EDUCATION DETERMINATION**

1. The Level IV meeting was held on: \_\_\_\_\_ and attended by \_\_\_\_\_  
\_\_\_\_\_

2. Decision of the Board of Education: \_\_\_\_\_  
\_\_\_\_\_

3. Signature of the Board of Education representative and date: \_\_\_\_\_  
\_\_\_\_\_

4. Copy received by the presenter of the grievance: \_\_\_\_\_

\_\_\_\_\_  
(signed and dated)

**LEVEL V: SUBMISSION TO ARBITRATION**

1. Each grievant whose signature appears below is not satisfied with the Level IV decision:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Association Representative's signature and date:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Grievance Record received by Superintendent – signed and dated:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Copy received by the presenter of the grievance:

\_\_\_\_\_  
\_\_\_\_\_

(signed and dated)

**TOP SECTION**

Employee Information – Completed by Principal/Supervisor unless the activity has been pre-approved for comp time district-wide, in which case the employee will fill out top section

Employee Name: \_\_\_\_\_

Building: \_\_\_\_\_

Dept./Grade: \_\_\_\_\_

Principal/Supervisor \_\_\_\_\_

Purpose (What you will do):

Scoring State  
Assessments

Interview  
Committee

PDP  
Committee

Strategic Planning  
Committee

Proctoring State  
Assessments

Safety  
Committee

BLT/DLT  
Committee

Other: \_\_\_\_\_  
—

Date that tasks  
are to be done: \_\_\_\_\_

Estimated  
time to  
complete task: \_\_\_\_\_

Principal/Supervisor \_\_\_\_\_

Signature to pre-approve  
work: \_\_\_\_\_

Date: \_\_\_\_\_

**BOTTOM SECTION**

Employee to fill in actual information in bottom section once the time has been earned:

Date Task was done: \_\_\_\_\_ Actual Start Time: \_\_\_\_\_ Actual End Time: \_\_\_\_\_ Actual Time Earned: \_\_\_\_\_

Employee Signature

Date

Principal/Supervisor Signature

Date

Comments:

Note: Once the form has been approved at this level, it will be copied to the employee and forwarded to the Business Office.



**Comp Time Usage**

**APPENDIX D2**

**Absence Information**

Employee Name: \_\_\_\_\_

Building: \_\_\_\_\_ Dept./ Grade: \_\_\_\_\_

Principal/Supervisor: \_\_\_\_\_

Dates of Absence: \_\_\_\_\_ Time **From:** \_\_\_\_\_  
**To:** \_\_\_\_\_  
Hours: \_\_\_\_\_ Minutes: \_\_\_\_\_

**Comments:**

\_\_\_\_\_  
Employee Signature Date

Approved

Denied

Rationale for denial:

\_\_\_\_\_  
Principal/Supervisor Signature Date

**X**

## APPENDIX E

### AKRON CENTRAL SCHOOL DISTRICT

#### Professional Development Plan Time Spent For PDP

NAME \_\_\_\_\_ ROOM/BUILDING \_\_\_\_\_

DEPARTMENT/GRADE LEVEL \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_

Return to Office of Instructional Services  
Note: Due June 30 each year

Date of Activity	Time (Hours)	Name/Description of Activity	In School	Out of School

Total Hours \_\_\_\_\_

Success Indicators -- use additional paper if needed

\_\_\_\_\_  
Teacher

Verified by:

\_\_\_\_\_  
Building Principal or Designee