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Research

ATHENS
AREA
SCHOOLS
CONTRACT

8/26/66

RECEIVED
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OFFICE OF
PROFESSIONAL NEGOTIATIONS

TO: All Teachers
FROM: Harold W. Keivit
RE: 1968-69 Master Contract
DATE: October 31, 1968

This cover letter is attached to the 1968-69 copy of the Master Contract between the Athens Board of Education and the Athens Education Association as recommended by the school district attorneys.

The Master Contract was agreed upon on August 28, 1967 and amended in August, 1968. In the original contract several articles were included which came under an Attorney General's opinion received by myself on October 16, 1968. Following a review of these items, meetings were held with the Athens Board of Education and the Athens Education Association. It was determined that the amended contract would be issued to all teachers and that all payment of funds directly related to the following articles would be delayed until a clarification is made known. The articles affected by this decision are:

Article IX Section C Sick Pay	Page 13
Article XI Sabbatical Leave	Page 14
Article XXVI Severance Pay	Page 27
Article XXVII Credit Pay	Page 27

Please be advised of this position as of the above date.

Harold W. Keivit

Superintendent of Schools

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PROPOSED
EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this 28th day of August 1967, by and between the School District of Athens the Village of Athens, Michigan, hereinafter called the "Board," and the Athens Education Association, hereinafter called the "Association."

W I T N E S S E T H

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Athens as their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching service, and

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

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

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education and supervisors within the meaning of the Public Employment Relations Act. The term "teacher," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 11

Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Board may make a reasonable change therefor. No charge shall be made for use of school rooms before the commencement of the school day nor until 6 p.m.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operation.

E. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises.

ARTICLE 11 - cont'd.

G. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including county allocation board budgets), agendas and minutes of all Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

H. The Board shall consult with the Association on new or modified fiscal, budgetary or tax programs, construction programs, or major revisions of educational policy, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

I. Teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. Consistent with the Code of Ethics of the Education Profession, the private and personal life of any teacher is not within the appropriate concern or attention of the Board.

J. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.

ARTICLE III

Deductions for Professional Dues

A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

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

ARTICLE IV

Teaching Hours and Class Load

- A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's regular school day in the morning. Teachers shall be permitted to leave 15 minutes after close of the pupil's regular school day. Teachers will remain for a sufficient period after close of the pupil's school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher.
- B. The normal weekly teaching load in the senior high school shall not exceed 1550 minutes per week and five unassigned preparation periods. The normal weekly teaching load in the elementary schools will be 30 teaching periods or not to exceed 150 hours of pupil contact per day.
- C. All teachers shall be entitled to a duty-free lunch period.
- D. Elementary teachers will be provided two fifteen minute relief periods each day. In addition, elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists.
- E. Teachers of music, art and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, counselors and all special education teachers shall be provided with relief and preparation time to the same extent as other teachers in the district.
- F. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- G. A teacher assigned to teach during the normal preparation period, shall be compensated at his regular hourly rate. Such assignments shall be made by the building principal if on an emergency basis and only by the Superintendent of Schools if of a permanent nature.
- H. The day shall start at 8:15 A.M. and end at 3:45 P.M. Regularly scheduled staff meetings days may not extend beyond 4:30 P.M.

ARTICLE V

Special Student Program

A. The parties recognize the children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom.

B. The parties, accordingly, will cooperate to increase the psychological testing program, and to correlate their activities with the regular classroom activities of the teachers so as better to meet the needs of special students in the community.

ARTICLE VI

Teaching Conditions

Special Notice: The following Article VI has been included with the realization by both parties that all aspects cannot be met during this school year. However, its inclusion indicates the intent of both parties to continue a study of these goals.

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be lowered wherever possible to meet the following optimum standards, but in no event shall it exceed the following maximum standards except in traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed these maxima:

1. <u>Elementary</u>	<u>Optimum</u>	<u>Maximum</u>
Kindergarten	16	22
First-Second Grade	15	22
Third-Sixth Grade	18	25
2. <u>Secondary</u>	<u>Optimum</u>	<u>Maximum</u>
English)		
Social Studies)		
General Education)		
Mathematics)	18	25
Science)		
Language)		
Business)		
Typing	25	30
Industrial Arts	12	16
Drafting	15	20

ARTICLE VI - Cont'd.

Vocational Shops	12	16
Homemaking	15	20
Music	30	40
Art	15	20
Physical Education	30	40
3. Special Education		
Special classes for handicapped or men- tally retarded	10	15
Special sight-saving and hearing conserva- tion classes	8	12
Emotionally disturbed classes	5	8

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement all joint decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

C. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein all texts which are reasonably requested by the teachers of that school.

D. The Board agrees to make available in each school adequate typing, duplicating, stencil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material.

ARTICLE VI - Cont'd.

E. The Board shall provide:

1. A separate desk for each teacher in the district with lockable drawer space.
2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
3. Adequate chalkboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. A complete and unabridged dictionary in every classroom.
6. Adequate storage space in each classroom for instructional materials.
7. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
8. Gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, shop coats for vocational and industrial education teachers. Proper laundering service for all of said items shall be provided without charge to the teacher.

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

G. The Board shall make available in each school adequate lunch room, restroom, and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

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

*. Upon the request of the Association, vending machines shall be installed in the teachers' lounge and lunchroom areas. The proceeds from all such machines shall be used by the Association as they desire.

ARTICLE VI - Cont'd.

J. Adequate off-street paved parking facilities shall be provided, protected against vandalism, and property maintained exclusively for teacher use.

K. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

ARTICLE VII

Qualifications and Assignments

A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university.

B. All teachers shall be given written notice of their schedules for the forthcoming year no later than the last day of the school year, provided that each individual teacher has returned to the superintendent's office a signed contract for the following year at least one week before the last day of school. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly in writing and consulted. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless an emergency situation requires same.

ARTICLE VIII

Vacancies, Promotions, and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the principal and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Board.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the superintendent in his reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.
- C. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.
- D. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE IX

Illness or Disability

- A. At the beginning of each school year each teacher shall be credited with a ten day sick leave allowance to be used for absences caused by illness or physical disability of the teacher. The unused portion of such allowance shall accumulate from year to year to a maximum of 90 days.
- B. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year.
- C. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, and the Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workmen's Compensation Act for the duration of such absence.
- D. A teacher absent from work because of mumps, scarlet fever, measles or chicken pox shall suffer no diminution of compensation and shall not be charged with sick leave.

ARTICLE X

Personal Business

- A. At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business. A personal business day may be used for any purpose at the discretion of the teacher. A teacher planning to use a personal leave day or days shall notify his principal at least three days in advance, except in cases of emergency. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, week end, or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.
- B. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance or such obligation.

ARTICLE XI

Sabbatical Leave

- A. Teachers who have been employed for seven years may be granted a sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board and shall be paid his full annual salary, providing the teacher returns to the Athens Area School District in a teaching assignment for the following year.
- B. A teacher, upon return from a sabbatical leave, shall be restored to his former position or to a position of like nature and status, and shall be placed at the same position of like nature and status, and shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

ARTICLE XII

Unpaid Leaves of Absence

A. A leave of absence of up to two (2) years may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his professional responsibilities; Provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

B. A military leave of absence may be granted to any teacher who shall be inducted for military duty or shall enlist for one tour of duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

C. A leave of absence of up to two (2) years may be granted to any teacher upon application for the purpose of serving as an officer of the State or National Association or on its staff. Upon return from such leave such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the system during such period.

D. A leave of absence may be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the system during such period.

E. Maternity leave may be granted, commencing not later than the end of the sixth (6th) month of pregnancy, except that when this date falls within one school month of the end of the semester, the teacher may be permitted to complete the semester. Return from such leave will be no earlier than six (6) weeks after the termination of the pregnancy. A female teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court. A teacher returning from leave provided in this paragraph shall be placed on that step of the salary schedule from which she went on leave. This leave may be renewed annually, subject to Board of Education approval, but may not be renewed more than twice.

ARTICLE XIII
Teacher Evaluation

- A. The work performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated twice each year. Tenure teachers shall be evaluated at least once in every year.
- B. Evaluations shall be conducted by the teacher's immediate supervisor.
- C. Each observation shall be made in person.
- D. A copy of the written evaluation shall be submitted to the teacher within ten days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth. All evaluations will be signed by both parties.
- E. No later than March 1st of each probationary year the final written evaluation will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing and provide for a hearing where requested.
- F. Each teacher shall have the right upon request to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.
- G. The Athens Education Association will submit evaluations and recommendations of the administration and the school policies to the President of the Board of Education before January 1 of each year. All evaluations of administrators by teachers will be performed in compliance with the above outlined procedure.

H. Each observation shall be made in person.

I. A copy of the written evaluation shall be submitted to the teacher within ten days thereafter, and the teacher shall have the opportunity to review the evaluation report. All evaluations shall be based upon valid criteria for evaluating professional growth. All evaluations will be signed by both parties.

J. No later than March 1st of each probationary year the final written evaluation will be furnished to the superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefor in writing and provide for a hearing where requested.

K. Each teacher shall have the right upon request to review the contents of his own personal file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

L. The Athens Education Association will submit evaluations and recommendations of the administration and the school policies to the President of the Board of Education before January 1 of each year.

ARTICLE XIV

Professional Behavior

A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.

B. The Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.

C. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and to the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.

D. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

E. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance asserted by the Board or representative thereof shall be subject to the professional grievance procedure hereinafter set forth. All information forming the basis for disciplinary action will be made available to the teacher and the Association at the written request of the teacher.

ARTICLE XV

Professional Improvement

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- B. At the request of the Association, or on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs. Such programs will not be held more often than 1/2 day per month. All teachers will be required to attend these meetings.

ARTICLE XVI

Maintenance of Standards

- A. All conditions of employment, including teaching hours, extra compensation for work outside regular teaching hours, relief periods, leaves, and general working conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.
- B. The duties of any teacher or the responsibilities of any position in the bargaining unit will not be substantially altered or increased without prior negotiation with the Association.
- C. The immediate family of a principal shall not be employed in the same building as the principal. Immediate family shall be wife, husband, son or daughter.

ARTICLE XVII

Reductions in Personnel and Annexations and Consolidations of Districts

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.

C. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will retain, as nearly as possible, those teachers with permanent teaching certificates having the longest service in the district. The Association and Board will further use their best efforts to assist all teachers terminated for lack of work to secure employment in adjacent school districts upon terms and conditions as nearly comparable as possible. Nothing herein shall relieve the Board from fulfilling the terms of any contract with a teacher.

ARTICLE XVIII

Continuity of Operations

A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

B. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined in Section 10 of the Public Employment Relations Act.

ATHENS AREA SCHOOLS
Athens, Michigan

1968 - 1969 School Year

Thursday	August 29, 1968	New Teachers Report
Friday	August 30, 1968	All Staff Meeting
Monday	September 2, 1968	Labor Day - No School
Tuesday	September 3, 1968	First Day of School (full day)
Thursday	October 10, 1968	M. E. A. Institute-N.S.
Friday	October 11, 1968	M. E. A. Institute-N.S.
Thursday	November 28, 1968	Thanksgiving - N.S.
Friday	November 29, 1968	" " Recess N.S.
Monday	December 23, 1968	Christmas Recess Begins N.S.
Thursday	January 2, 1969	Classes Resume
Thursday	January 16, 1969	Exam Day
Friday	January 17, 1969	Exam Day - 1st semester
Monday	January 20, 1969	2nd Semester begins
Thursday	April 3, 1969	Easter Recess Begins N.S.
Tuesday	April 8, 1969	Classes Resume
Friday	May 30, 1969	Memorial Day - N.S.
Sunday	June 1, 1969	Baccalaureate
Tuesday	June 3, 1969	Senior Night
Wednesday	June 4, 1969	Exam Day
Thursday	June 5, 1969	Exam Day
		Commencement
Friday	June 6, 1969	Record Day - no students

ARTICLE XX

Professional Compensation

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule I which is attached to and incorporated in this Agreement.
- B. A teacher's hourly rate is to be determined by dividing his basic salary for the year by the number of contract days and using that figure, dividing by the number of hours assigned per day.
- C. Teachers involved in extra duty assignments set forth in Schedules 1 and 2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions thereof. All teachers shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation. Such additional compensation will be included in the annual contract.
- D. If requested by an administrator, a teacher chaperoning a pep bus will be paid \$2.00 per hour.

ARTICLE XXI

Special Teaching Assignments

- A. Assignments for the Adult Education, Driver Education and Summer School programs will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. No teacher shall be required to work A.M. and P.M. sessions or to teach less than three hours in any Summer School program. Teachers shall be compensated for teaching in any of such programs at not less than their hourly rate, calculated on the basis of the last normal teaching year, if in agreement with federal, state and local regulations.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- C. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously. A teacher shall receive special compensation for such efforts of \$25.00 per week.

ARTICLE XXII

Student Discipline and Teacher Protection

A. Whenever it appears that a particular pupil requires the attention of special counsellors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.

C. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

D. The Board will reimburse teachers for any loss, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises unless due to teacher carelessness.

E. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.

ARTICLE XXIII

Professional Grievance Procedure

A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.

B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available for the Association representative in each building. If the grievance involves more than one school building, a copy of the grievance may be filed with the superintendent or a representative designated by him.

C. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three days of such meeting, and shall furnish a copy thereof to the Association.

D. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the superintendent. Within five school days the superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three school days of such meeting (or six school days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven days thereafter. A copy of such disposition shall be furnished to the Association.

F. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

G. The fees and expenses of the arbitrator shall be paid by the Board.

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

I. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

J. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XXIV

Negotiation Procedures

A. It is contemplated that terms and conditions of employment provided in this agreement shall remain in affect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. A reasonable time prior to expiration of this Agreement or upon request of either party, negotiations will be undertaken for an agreement covering the following school year. Items for annual negotiations shall be economic and such articles deemed unworkable.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

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

ARTICLE XXV

Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and 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.
- B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties, if an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. 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 into and be considered part of the established policies of the Board.
- D. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed, hereafter employed, by the Board within ten days.
- F. An Administrator shall not teach except as a substitute for a maximum of five days.
- G. Pay checks during summer recess shall be mailed to all parties concerned the day before they are due. Expense of postage will be paid by the Board of Education.

ARTICLE XXVI

Severance Pay

In recognition of service to the school district, a severance payment shall be paid to a teacher upon retirement, provided such teacher shall have been employed by the Athens School District for not less than a total of fifteen (15) years.

The payment to the teacher shall be based upon the average best five (5) consecutive years basic teaching salary which the teacher shall have been paid while a teacher in the Athens Area Schools system, but may not exceed \$1,500.00. The average salary shall be multiplied by .01 and the product multiplied by the number of years taught in Athens.

The minimum age to receive severance pay shall be fifty five (55) years.

Any teacher receiving this benefit from the Athens Area Schools and returning to employment with the Athens Area Schools after retirement shall not be eligible for this benefit a second time.

ARTICLE XXVII

Credit Pay

The Athens Board of Education shall pay such teachers employed for the following year for credit hour earned while employed by the Athens Area Schools according to the following table:

- (a) First ten (10) hours beyond the Bachelor's Degree shall not be reimbursable.
- (b) Each hour earned after the first ten (10), and leading toward a Master's Degree shall be paid at the rate of twenty dollars (\$20.00) per semester hour.

All credit hours must be reported to the office of the superintendent before October 1, of the year following the completion of the course. Failure to report such hours on an official transcript or grade report by the deadline date shall constitute a forfeiture of this payment.

All term hours will be converted to semester hours before such payment is computed.

The salaries of teachers covered by this Agreement are set forth in Tables I and II which are attached to and incorporated in this Agreement. This schedule shall be in affect from September 1968 thru June 1969.

Table I

Years of Completed Experience	Non-Degree	AB Degree	MA Degree
0	\$5685	\$6360	\$6760
1	5835	6510	6910
2	5985	6660	7060
3	6135	6810	7210
4	6285	6960	7360
5	6435	7110	7510
6	6585	7260	7660
7	6735	7410	7810
8	6885	7560	7960
9	7035	7710	8110
10	7185	7860	8260
11	-	8010	8410
12	-	8160	8560
13	-	-	8710

Table II

Class Sponsors (ome only)	Seniors	\$150.00
	Juniors	100.00
	Sophomores	50.00
	Freshman	50.00
Band (fulltime)		\$300.00
Drama Sponsor (minimum 2 plays)		200.00
Substitute (daily)		24.00 per day
6th consecutive day		1/200 of degree base
Yearbook		200.00
Special Education		400.00
Driver Education		3.50 per hour
Adult Education		5.00 per hour

Table III

<u>Football:</u>	1st	2nd	3rd	4th	5th
Head Coach, Varsity	\$600.00	\$635.00	\$670.00	\$705.00	\$740.00
Assistant, Varsity	200.00	215.00	230.00	245.00	260.00
Head, J.V.	350.00	370.00	390.00	410.00	430.00
Assistant, J.V.	100.00	110.00	120.00	130.00	140.00
<u>Basketball:</u>					
Varsity	600.00	635.00	670.00	705.00	740.00
J.V.	350.00	370.00	390.00	410.00	430.00
Freshman	250.00	265.00	280.00	295.00	310.00
7th & 8th	200.00	210.00	220.00	230.00	240.00
<u>Baseball:</u>					
Varsity	400.00	425.00	450.00	475.00	500.00
Assistant, Varsity	100.00	110.00	120.00	130.00	140.00
J. V.	150.00	160.00	170.00	180.00	190.00
<u>Track:</u>					
Head	400.00	425.00	450.00	475.00	500.00
Assistant	100.00	110.00	120.00	130.00	140.00
<u>Cross Country:</u>					
Head	200.00	215.00	230.00	245.00	260.00
<u>Wrestling:</u>					
Head	200.00	215.00	230.00	245.00	260.00
<u>Tennis:</u>					
Coach	100.00	110.00	120.00	130.00	140.00
<u>Golf:</u>					
Coach	100.00	110.00	120.00	130.00	140.00

SCHEDULE C

Professional Grievance Report

School District: _____ Grievance Number: _____

School: _____ Date of Violation: _____

Date of Grievance: _____

Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, including arbitration, or to adjust or settle the same.

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Approved for processing:

Signature of Grievant (use reverse side
for additional signature if more than
one grievant)

Date: _____

Principal's Disposition:

Date: _____

Signature of Principal

Association's Disposition:

Satisfactory _____ Unsatisfactory _____

Date: _____

Superintendent's Disposition:

Date: _____

Signature of Superintendent

Association Disposition:

Satisfactory _____ Unsatisfactory _____

Date: _____

ARTICLE XXVIII

Duration of Agreement

This Agreement shall be effective as of August 28, 1967 and shall continue in effect until the 26th day of August, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By Grace Kline
Its President

By Helen McCandless
Its Secretary

By Larry L. Gearhart
Chairman, Negotiating Committee

BOARD OF EDUCATION

By Lee R. Wyman
Its President

By Kaye F. Bole
Its Secretary Pro-tem

Dated this 11th day of
September, 1967