

ATHENS

AREA

SCHOOL S

CONTRACT

1971-72

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ATHENS AREA SCHOOLS

CONTRACT BETWEEN

THE ATHENS BOARD OF EDUCATION

AND

THE ATHENS EDUCATION ASSOCIATION

This Agreement entered into this 12th day of August, 1971 by and between the School District of Athens, Athens Area School, hereinafter called the "Board", and the Athens Education Association, hereinafter called the "Association."

WITNESSETH

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 Pullic Employment's 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 the 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, 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 teachers⁰ organization other than the Association for the duration of this Agreement.

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ARTICLE II

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. 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, provided that when special custodial service is required the Board may make a reasonable charge therefor.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property before the regular starting time for teachers as stated elsewhere in this agreement, or after such closing time as stated elsewhere in this agreement. Time spent for Association business during regular stated work hours shall be deducted from the individuals salary on a prorated basis, unless agreed upon by the building principal.

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.

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ARTICLE 11 - conºt

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 members. No member shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Such notices and/or matters of State and National Association concern shall also be made available in the appropriate offices of such persons being affected by such action as it relates to the state and national association. Failure to supply such information and matters to all members shall constitute a breech of this agreement and shall cause the forfeiture of this right.

G. The Board agrees to furnish to the Association at the written request of the Association 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. To this end, a committee consisting of at least one teacher chosen by the Association, the superintendent or his designated representative, and at least one member of the board of education will meet to discuss the above mentioned matters, upon the request of either party. A written agenda for the meeting, shall be submitted by the party requesting such meeting.

1. 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 teachers 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 arbiteary, 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 beginning employment for the Athens Area Schools in September may sign and deliver, prior to the last paycheck in October, to the bookkeeper's office an assessment 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 teacher in writing and copies thereof are delivered to the Association and the Board.

8. Teachers beginning employ mant in January or at the start of the 2nd semester may sign and deliver, prior to the last paycheck in February, to the bookkeeper®s office an assessment authorizing a 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 Septmeber 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.

C. The deduction for membership dues shall be made from one regular pay check each month for ten (10) months for those people employed in September and for five (5) months for those people employed in January and shall continue through June of each year. The Board agrees promptly to remit to the respective Associations all monies so deducted, accompanied by a list of teachers from who deductions have been made.

D. All persons, covered by this Agreement, not electing membership in the Local, State, and National Association shall sign and deliver, according to the above deadlines, an authorization statement allowing a deduction of a fee equal to that percentage of the local dues used for the negotiations process. Failure to sign such authorization, according to the above deadlines, shall result in termination of the employment contract. A written financial report of negotiation costs stating the fee equal to that percentage of the local dues used for negotiation process shall be filed with the business office within thirty (30) days of the completion of negotiations.

ARTICLE IV

Teaching Hours and Class Load

A. All teachers will be required to be at their respective stations fifteen (15) minutes before the beginning of the school day and fifteen (15) minutes after the close of the school day. Early dismissal of staff members maybe granted by the Principal in the event of emergency. Regularly scheduled staff meetings may not exceed forty-five (45) minutes beyond the actual starting time.

B. It is expected that all teachers will be in their respective buildings and on duty at the appointed time. However, it is realized that there may, from time to time, be unusual and/or unforseen circumstances which will cause the teacher to be late or which will require his absence from the building for a short time. In such cases, the teacher should notify the principal promptly in person or by telephone, if possible. The teacher will report to the principals immediately upon arrival. Chronic tardiness will result in deduction in salary according to the following chart.

> 0-15 minutes = 15 minutes deduction 16-30 " = 30 " " 31-45 " = 45 " " 46-60 " = 60 " "

C. The class schedule in the high school shall consist of five teaching periods and one duty-free preparation period per day. These periods shall be no more than sixty minutes and no less than fifty-five minutes in length. The normal teaching load for elementary classroom teachers shall not exceed 150 hours of pupil contact per day. In the areas of art, music, and physical education, the normal teaching load shall not exceed 200 pupil contact hours per day. NOTE: See appendix A.

D. All teachers shall be entitled to a duty-free, non-interrupted lunch period of not less than thirty minutes per day.

E. Elementary teachers may use for preparation all time during which their classes are receiving instruction from various teaching specialists. During two (2) fifteen (15) minute recess periods per day, not more than one teacher from each end of the building shall be on playground duty on a rotating basis. All teachers not on duty during recess may use this time for preparation.

F. 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.

G. Teachers will not be required to attend school on days when school is closed due to inclement weather.

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H. When only one school is closed due to an emergency, teachers regularly assigned to that building will be available as substitute teachers in other buildings at no additional cost to the district. Such assignments will be made on a rotating basis so all teachers will be subject to call. In the event a teacher is unable to substitute, he/she shall be considered absent and a sick day shall be deducted.

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 students are placed in the 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 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 those maxima:

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

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ARTICLE VI - Cont^od

3.

Vocational shops	12	16
Homemaking	15	20
Music	30	40
Physical Education	30	40
Art	15	20
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.

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.

D. The Board agrees to make available in each school adequate duplicating, stencil and mimeograph facilities and clerical personnel to aid teachers in the preparation of instructional material. All requests for duplicated materials shall be prepared by the teacher and given to the building secretary at least 24 hours before such materials are to be used in the classroom. The reproduction of copyrighted materials shall be strictly prohibited. Teachers, students, and other staff may be restricted from the use of this equipment.

ARTICLE VI - cont⁶d

E.

The Board shall provide:

- 1. A separate desk for each teacher in the district.
- Suitable closet space for each teacher to store coats, overshoes and personal articles.
- 3. Chalkboard space in every classroom.

4. Copies, exclusively for each teacher¹s use, of all texts used in each of the courses he is to teach.

- 5. A complete and unabridged dictionary in every classroom.
- 6. Storage space in each classroom for instructional materials.
- 7. 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.
- 9. Key to each teacher for classroom.

F. The Board shall make available in each school adequate lunch room, restroom, and lavatory facilities 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.

G. Upon request of the Association, vending machines shall be installed in the teachers[®] lounge. The proceeds from all such machines shall be used by the Association as they desire.

H. Each teacher shall provide the building principal each Monday before leaving the building with a complete set of teacher prepared lesson plans for the following five (5) school days. Such lesson plans shall be reviewed by the building principal and placed in a file for use in the event of the teacher⁰s absence.

I. Off street paved parking facilities shall be provided at each school.

J. 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 bachelor⁸s 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.

C. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor fields of study except temporarily and for good cause, and the Association shall be notified in each instance, along with written statement of reasons for such an assignment. Temporary shall be defined for purposes of this article as not to extend beyond the current semester, unless agreed upon by the teacher.

D. Any assignments in addition to the normal teaching schedule during the regular school year, including Adult Education Couses, Driver Education, extra duties enumerated in Appendix B. and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preferance in making such assignments will be given to tenure teachers regularly employed in the district.

E. The Board and the Association, in recognization of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority group personnel.

ARTICLE VIII

Vacancies, Promotions, and Transfers

A. The Board recognizes that it is desirable in making assignments to comsider 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 superintendent. 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. Acknowledgement in writing of receipt of such requests shall be given to the applicant.

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 judgement 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, during which time the transfer shall be in effect.

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.

E. The Board declares its support of a policy of filling vacancies, including vacancies in supervisory positions, from within its own teaching staff. Whenever a vacancy arises, the superintendent shall promptly post notice of same on a bulletin board in each school building for no less than ten (10) days before the position is filled by permanent appointment. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors. Any new positions, including supervisory positions, shall be posted with accompaning job descriptions. An applicant with less service in the district shall not be awarded such position unless his qualifications shall be substantially superior. During summer months, vacancies shall be announced in writing and distributed to all teachers with their payroll checks.

F. The superintendent's office will provide a form to all teachers on which they may indicate a request for transfer to another teaching position for the fall term, if such a position becomes vacant. This form is to be provided to the teachers prior to ten (10) days before the end of the school year and must be filed prior to the end of the school year. (See Appendix B)

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ARTICLE IX

Absence or Disability

A. Effective July 1, 1971 all teachers shall earn one leave day credit for each thirty calendar days. Ten (10) of these days may accumulate from month to month to a maximum on one hundred (100) days. In the event the teacher uses a leave day before it is earned, a salary deduction shall be made and will be reimbursed upon the earning of the leave day. However, upon reimbursement of the salary deduction, the earned leave day shall be deducted from the teacher's credit. Each teacher shall be notified in writing before the end of September of the total number of accumulated sick days currently credited to his/her credit. The intent of the leave days is to make it possible for the teacher to be absent for legitimate purposes, but not for pleasure or profit.

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 (1) year and the leave may be renewed each year upon written request by the teacher. Such leave duration must exceed two (2) weeks.

C. Absence due to injury or illness incurred in the course of the teacher[®]s employment shall not be charged aginst 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 dimunution of compensation and shall not be charged with sick leave.

E. The Board agrees at all times to maintain a 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. Failure of a teacher to notify the assigned number before 7:30 A.M. shall cause that teacher to forfeit a half day's pay as computed from the basic salary. It shall be assumed that each teacher will report to work each day. Therefore, it shall be the responsibility of each teacher to report his/her unavailability for work each day of his/her absence. Failure to report such pending absence shall cause the teacher to lose one sick day plus one day of pay as computed from the basic salary.

ARTICLE X

Personal Business

X not so At the beginning of each school year, each teacher shall be entitled to two(2) personal business days. Use of these days must be made in writing at least three (3) days in advance and approved by the building principal and superintendent of schools, except in the case of an emergency. Request shall be made on the form provided by the school district. (see Appendix C)

B A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be excused without the loss of sick time or salary provided such notice of this request is presented to the superintendent of schools or his designee prior to the scheduled date of such activity.

C. Each officer of the local Association may be granted one (1) professional business day each school year. Such request shall be made through the building principal in writing at least three (3) days in advance. Officers shall be limited to the President, Vice President, Secretary, and Treasurer, Region Council Delegate and Representative Assembly Delegate if elected.

A teacher will be granted up to five days of leave time, for each occu-D. rance, in the event of a death in said teacher's immediate family. The immediate family shall include said teacher's mother, father, spouse, or child (ren). Request for funeral leave time for persons other than immediate family may be granted at the discretion of the superintendent of schools.

ARTICLE XI

Sabbatical Leave

Teachers who have been employed for seven years may be granted a A sabbatical leave for one year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board.

Ba 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; 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 one (1) year 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. Maternity leave may be granted, commencing not later than the end of the fourth (4th) 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 twelve (12) 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 once. Exceptions to this paragraph may be made by the Superintendent of Schools, upon written request of the teacher.

E. Teachers returning from a leave of absence shall not suffer a loss of accumulated leave days.

ARTICLE XIII

Teacher Evaluation and Progress

The Association and Board recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, to this end the following procedure has been agreed upon in an effort to accomplish these goals.

A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated three (3) times during the school year. These evaluations shall be reported to the superintendent of schools on the following dates: the second Monday of October, the first Monday in January, and the third Monday in March. Tenure teachers may be evaluated two (2) times during the school year. These evaluations shall be reported to the superintendent of schools on the following dates: the second Monday in December, and the third Monday in March. Teachers whose services are being terminated for the following year, shall receive a registered letter of such notification and statement of charges from the superintendent of schools. Teachers who are so notified may be suspended pending a final determination by the Board of Education after completing a hearing as prounder the Tenure Act.

B. Evaluations shall be conducted in person by building principal, assistant principal, central office administrator holding a valid teaching certificate, and three (3) years of successful teaching experience. Such evaluation shall be with the full knowledge of the subject teacher.

C. A copy of the evaluation shall be signed by the person making the evaluation and submitted during the personal review to the subject teacher within at least ten (10) days of the evaluation. A copy of this evaluation signed by the subject teacher shall be returned to the administrator immediately following any discussion of the evaluation. The subject teacher shall have the right to comment on the evaluation and both reports shall become a part of the teacher's personal file. All evaluation criteria shall be based upon a set of standards mutually agreed upon by the Association and Board each year before the end of September. If no mutually agreed upon set of standards has been determined by such date, the administration shall have full authority to determine such standards. ARTICLE XIII - cont

D. All evaluations shall be directed toward the improvement of instruction, growth within the profession, and upgrading of the Athens Area School District.

E. All teachers shall retain all rights of the Tenure Act related to discharge, demotion, or retirement and need no special notification of such rights.

F. A personal file, available upon request, shall be maintained by the school district and contain the following items:

- (a) required medical information presented by the teacher annually
- (b) evaluation records
- (c) annual contracts
- (d) copy of valid teaching certificate
- (e) transcript of academic records with any changes or additions presented by the teacher when change occurs.
- (f) tenure/probationary status

Such items shall be property of the school district and may not be removed from such files. A representative of the Association may, at the teachers request, accompany the teacher in this review.

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.

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 recognized 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. The board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicating a reasonable period of correction. 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, shall 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.

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 negotiations with the association.

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 recognization 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 undef 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.

ARTICLE XX

Professional Compensation

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule 1 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 11 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 diviation.

D. If requested in writing by an administrator, a teacher chaperoning a pep bus will be paid \$2.00 per hour. However, the hourly rate shall be effected by a minimum of \$4.00 per trip and a maximum of \$8.00 per trip. Failure to have a teacher chaperone shall cause cancellation of the pep bus.

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 normal school year.

B. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one such student teacher simultaneously.

ARTICLE XXII

Student Discipline and Teacher Protection

A. Whenever it appears that a particular pupil requires the attention of special counselors, 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. Such exclusion shall be made only when the school principal has been notified in writing in advance of the intention of the teacher to exclude. Such exclusion shall include all forms of removal from the classroom and such students shall be taken immediately to the building principal.

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 personal 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.

F. A written statement by the Board governing use of corporal punishment of students shall be publicized to all teachers not later than the first week of each school year. In the absence of such a published school district policy, teachers shall be free to employ such means of corporal punishment as they shall in their discretion regard as reasonable. The Board agrees to indemnify teachers against any damages, fines, legal fees or other costs as a consequence of any act or omission authorized by a written statement of the Board or by the provisions of this paragraph. (Apendix D.)

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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. (Appendix E)

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 Suptract from the terms of this Agreement.

G. The fees and expenses of the arbitrator shall be divided equally between the board of education the Association.

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.

1. 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 scon 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 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 retification by the Association's 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 magotiations, either party may invoke the mediation machinary 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 committments between both parties and may be latered, 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 theBoard.

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 of the opening of the school year or within 30 days of the ratification of this contract, whichever is the latest of these two dates.

F. An Administrator shall not teach.

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 School 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 Octob er 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.

ARTICLE XXVIII

Mandatory Retirement

A. All employees covered by the Agreement shall submit in writing a letter of resignation from teaching in the Athens Area School District at least thirty (30) days prior to the anniversary of their sixty-fifth (65) birthday. Such letter shall request release from contract at the close of the school year in which the birth date is observed.

B. The board of education may review the individual contract of any person over this age and make a determination regarding the future of such employment.

C. Failure of the teacher to submit such a letter will constitute a violation of this agreement and subject the employee to disciplinary action.

The salaries of teachers covered by this Agreement are set forth in Tables 1 and 11 which are attached to and incorporated in this Agreement. This schedule shall be in affect from August 1971 thru June 1973.

The following items shall not be opened in the 1972-73 contract. All other Articles or sections shall be negotiable. All proposals shall be submitted on or before January 15,1972.

	erience	B.A.		erience	M.A.
	71-72	72-73		71-72	72-73
0	7500	7700	0	7950	8200
1	7775	8000	1	8264	84:00
2	7958	8200	2	8447	8600
3	8141	8400	3	8631	8800
4	8325	8600	3 4	8814	9000
5	8508	8800	5	8998	9200
6	8691	9000	56	9181	9400
7	8876	9200	7	9364	9600
8	9059	9400	8	9547	9800
9	9241	9600	9	9731	10000
10	9425	9800	10	9915	10200
11	9609	10000	11	10098	10400
12	9793	10200	12	10282	10600
13	9976	10400	13	10465	10800
-			14	10648	11000

Closed shall be insurance: 1972-73

The Athens Area School District shall pay health and accident insurance through the M.E.A. or an equatable carrier agreed upon by both parties, for each Full family coverage Employee and spouse Employee and Child(ren) Employee only

Any employee covered by this agreement not electing health and accident insurance may elect up to the cost of the "employee only" per month to be applied to any insurance plan offered by the Michigan Education Association or the National Education Association.

TABLE 11

Class Sponsors (two each)

	Seniors	\$100.00
	Juniors	75.00
	Sophomores	50.00
	Freshman	35.00
A V Director		100.00
Band (fulltime)		300.00
Cheerleader Sponsor		100.00
Drama Sponsor (minimum 2 plays)		200.00
Yearbook		200.00
Driver Education		5.00 per hour
Adult Education		5.00 per hour
School Paper (minimum 10 copies)		100.00
Co-op - If vocationally certified, 2	steps on the	salary schedule.

Mileage Allowance

A. Each employee required to change buildings during the school day shall be paid a mileage allowance. The changing of buildings must be due to the assigned schedule and approved in advance by the superintendent of schools.

Two buildings per day Three buildings per day \$200.00 per year 250.00 per year

B. All teachers shall be paid at the rate of ten cents (10)¢ per mile for all other authorized school business in which they use their own car. Such use must be approved by the superintendent of schools, in writing, prior to use on the form provided. (See appendix D)

Table III

Salary for coaching responsibilities shall be based upon a percentage of the base for the degree held. For computing purposes the base shall be \$7,349.00 or \$7,811.00 for BA or MA respectively for 71-72. For 72-73 the figures are \$7,500 or \$7,950 for BA or MA respectively.

Football	1	2	3	4	5
Varsity-Head Coach Varsity-Assistant Jr. Varsity-Head Jr. Varsity-Assistar	8.5% 4 % 4 % 1t2 %	9。5% 4。5% 4。5% 2。5%	10.5% 5 % 5 % 3 %	11.5% 6 % 6 %	12.5% 7 % 7 %
Basketball					
Varsity Jr. Varsity Freshman Eighth Seventh	8.5% 4 % 3 % 2.5% 2 %	9.5% 4.5% 3.5% 3 % 2.5 %	10.5% 5.5% 4 % 3.5% 3 %	11.5% 6 % - -	12.5% 7 % - -
Baseball					
Varsity Jr. Varsity	5 % 3 %	5.5% 3.5%	6.5% 4 %	7 % -	7.5% -
Track	5 %	5.5%	6.5%	7 %	7.5%

The following consideration will be made in selecting members of the coaching staff:

- 1. No coach shall gain tenure in his/her coaching position.
- 2. No coach may serve as head coach in more than one sport per year.
- 3. Preparation for coaching by both method instruction and participation shall be considered by the administration.
- 4. An annual evaluation and conference will be made by the high school principal and superintendent before the awarding of a contract for the following year.
- 5. The success of the coach shall be measured by the development of the program and not the won/lost record.
- 6. Pre and past inventories and recommendations for the following year shall be submitted by each head coach before the season starts and within one month of the close of the season.
- 7. All coaching pay shall be made in twenty-six (26) payments.

TABLE IV

Insurance Benefits

A. The Athens Area Schools District shall pay health and accident insurance through the M.E.A. for each employee under this Agreement according to the following schedule:

Full family coverage:	up to	46.64 per month.
Employee and spouse:	up to	40.74 per month
Employee and child (ren)	up to	33.26 per month
Employee only:	up to	18.04 per month

or

B. Such a reduced figure as to average not more than \$30.00 per month per employee covered by this Agreement.

C. Such person receiving this benefit shall have all such benefits terminated upon the official date of employment termination or June 30th if such employee does not return to the Athens Area School District for the following year.

Option

Any employee covered by this Agreement not electing health and accident insurance may elect up to 18.04 per month to be applied to any insurance plan offered by the Michigan Education Association or the National Education Association. APPENDIX A

Athens Area Schools Athens, Michigan 49011 September 1, 1971

Mr. Paul Southerland, Superintendent Athens, Area Schools Athens, Michigan 49011

Dear Mr. Southerland:

This communication is in reference to Article IV, paragraph C of the 1971-72, 72-73 contract between the Athens School Board of Education and the Athens Education Association which states that the maximum hours of pupil contact for teachers is 150 hours per day except in the areas of art, music and physical education which are not to exceed 200 hours of pupil contact per day. However, due to a lack of funds and facilities and an increase in number of students, both bargaining parties agree that it is impossible to meet these hour standards in some instances. Therefore, the Athens Education Association agrees not to grieve this part of the 1971-72, 72-73 contract.

Respectfully,

hirles hederick

Shirley Frederick Negotiating Team Member President of Athens Education Association

APENDIX B

Athens Area School District

Superintendent of Schools Office

Dear Sir:

During the 72-73, 73-74 school year, 1 wish to be considered for the following assignment:

I may be reached at the following address during the summer vacation:

Name		
Address		
City		
State	Zip	-
Phone		

APPENDIX C

BUSINESS DAY APPROVAL SLIP

Date of absence:	· · · · · · · · · · · · · · · · · · ·
Name:	
Remarks:	
Approved by:	
Superintendent	Principal
Date of request:	
* * * * * * * * * * * * * * * * *	***********
BUSINESS	DAY APPROVAL SLIP
Date of absence:	
Name:	
Approved by:	
Superintendent	Principal
Date of request:	

APPENDIX D

STUDENTS

No. 5114

CORPORAL PUNISHMENT

Each teacher and administrator employed by the Athens Area School District shall strive to maintain a classroom, school building, and school district in which pupils are constructively happy and learning is taking place. These objectives must be sought through the attitudes and practices of the best principles of education. Causes for infractions of rules, departures from good behavior, and other general educational disturbances should be studied and improvements sought through improvement of casual factors before punishment is invoked. A review of the individual differences of the persons involved, conferences between the educator, parents, and pupil, and assistance from supervisors and specialists within the school district should be procedures used in attempting to correct a pupil⁴s behavior pattern which is interferring with both his own and his fellow students educational growth.

Corporal punishment must be regarded as a last resort and may be employed only in cases where all other means of seeking cooperation from the student has failed. The use of corporal punishment must be fully agreed upon by both the teacher and building principal and upon notification of the pupil®s parents or legal guardian before such punishment is administered. It shall be the responsibility of the building principal to designate the time, place, and person to administer such punishment. The reasons for such punishment shall be fully explained to the child and parents or legal guardian with the seriousness of the offense emphasized. The punishment must be administered without malice or hatred, shall not be cruel, merciless, or excessive, and shall be administered in the full presence of another adult. Such punishment shall be administered at such time and place and under such conditions as to avoid subjecting the child to ridicule or shame.

For the administering of such punishment, the person may not use any instrument which will produce physical damage to the child, and no part of the body above the waist nor below the knees may be struck.

A written record of all corporal punishment activities shall be maintained by the school principal and signed by both the principal and teacher so involved. (See attached.)

Failure to abide by these guidelines, by members of the Athens Area School District staff, shall relieve the school district from all forms of moral and legal support in the event of such need.

Board of Education Athens Area School District Athens, Michigan 49011

Adopted August 19, 1969

APPENDIX D-1

CORPORAL PUNISHMENT REPORT

4

Name of Child	/Grade
Date of punishment	
Reason(s) for such action	
Building Principal/s Signature	
Teacher®s Signature	

APPENDIX E

Professional Grievance Report

School District:	Grievance Number:
School:	Date of Violation: Date of Grievance:
the Board and the Association, I he representatives of the Association bargaining representative to proces	sional negotiations agreement between reby authorize the representative or recognized by the Board as my collective s this request or claim arising there- the professional grievance procedure, or settle the same.
STATEMENT OF THE GRIEVANCE:	
REMEDY REQUESTED:	
Approved for processing:	
Date:	Signature of Grievant (use reverse side for additional signature if more than one grievant)
Principal's Disposition:	
Date:	
	Signature of Principal
Association's Disposition: Date:	SatisfactoryUnsatisfactory
alegy and the second	Na kata na mangangan katang katan
Superintendent's Disposition:	
Date:	
	Signature of Superintendent
Association's Disposition:	SatisfactoryUnsatisfactory
Date:	

APPENDIX F

Mileage Request Form

Name	
Date of Mileage	
Reason	
Approved	Superintendent
Denied	Date
If approved complete the following	ing and return to Administrative Office:
in approved complete the forlow	
	Mileage before
	Mileage after
	Total Miles
	Signed
	Date
NOTE: Mileage to the following	places will be only mileage allowed: (one way)
Battle Creek 17	Lansing 65
Coldwater 20	Marshall 25
Union City 6	Kalamazoo 40
Bronson 20 Quincy 25	Ann Arbor 87 Grand Rapids 93 Sturgis 25
	Grand Rapids 93
	Sturgis 25 Jackson 55
Homer 26	

ARTICLE XXIX

Duration of Agreement

This Agreement shall be effective as of August 12, 1971 and shall continue in effect until the 12 day of August, 1973. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By Shirley Frederick Its President

By Sandra Elsey Its Secretary BOARD OF EDUCATION

By John Neterer Its President

By Douglas Aldrich Its Secretary

By Shirley Frederick Chaliman, Negotiating Committee By Frank Kelley Chairman, Negotiating Committee

Dated this 12th day of

August 1971