

Calhoun Co
Reg. 4

Bind. art.

Mendon, Mich.,
Sept. 8, 1966

SEP 13 1966

Dear Sirs:

Enclosed is a copy
of the Master Contract
recently negotiated between
the Board of Education
and the Teachers -
the Athens Area Education
Association - of Athens,
Michigan.

Sincerely
Grace Kline
Pres. A. E. A.

Bind. Act.

*Calhoun Co.
Reg. 7*

8/20/67
66-67
FILE
OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

*Ratified
4*

~~PROPOSED AGREEMENT~~

BETWEEN THE

BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF ATHENS

AND THE

ATHENS EDUCATION ASSOCIATION

WITNESSETH

THIS AGREEMENT IS MADE AND ENTERED INTO on this 29th day of August, 1966, by and between the Board of Education of the School District of Athens, Michigan (hereinafter referred to as the "Board") and the Athens Education Association (hereinafter referred to as the "Association").

Athens School Dist.

*MEA
1216 Kendall
E. Lansing, Mi.
48823*

8/10/66
OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association

Pinch...

P R E A M B L E

PROPOSED AGREEMENT BETWEEN THE BOARD OF EDUCATION

AND

ATHENS EDUCATION ASSOCIATION

This agreement entered into the ____ day of _____, 1966 by and between the Board of Education of Athens, Michigan, 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 the Athens area is their mutual aim, 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 parties have a mutual statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they wish to memorialize,

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

follows:
A 3 M
1510
1. 1. 1. 3
188713

Vertical handwritten notes on the left margin.

ARTICLE I

RECOGNITION

A. The Board hereby recognized the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional certified instructional personnel in the grades K-12, including personnel on tenure or probation, classroom teachers, guidance counselors, librarians, substitute teachers, department chairman, school psychologist and social workers, speech and hearing therapists, visiting teachers, evening school teachers, driver education teachers, summer school teachers, regular classroom critic teachers, teachers of homebound and hospitalized, but excluding Intern Supervisors of the EIP Program, supervisory and executive personnel, Office, clerical and maintenance and operating employees. (a) 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. (b) The term "Board" shall include its officers and agents.

B. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Act 379, Public Acts of 1965, for the duration of this agreement.

C. Prior to October first of each year, teachers may sign and deliver to the Board and assignment authorizing the annual amount of membership dues or assessments of the Association (including National Education Association and the Michigan Education Association, if desired) to be deducted upon such conditions as the Association and the Board shall establish. Such sum shall be deducted from the regular salaries of all such teachers and remitted monthly to the Association. Dues for any teacher not completing the school year remaining unpaid at the time of severance of employment, will be deducted from the final pay check provided the assignment authorization by the teacher is to this effect. Authorization once filed with the Business Office shall continue in effect until revoked by the teacher on a form available from the Association and filed with the Business office; provided a revocation filed after October 1st of the school year shall not be effective until the first pay check of the succeeding school year.

ARTICLE II

SCHOOL BOARD RIGHTS

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and/or the United States, including, but without limiting the generality of the foregoing: the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of all personnel.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.

ARTICLE I

ARTICLE III

PROFESSIONAL NEGOTIATIONS

A. Beginning not later than March 1 of the calendar year in which this Agreement expires, the Association and the Board agree to negotiate over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort to reach agreement concerning teachers' salaries and all other conditions of their employment. Such negotiation shall include, but not be limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Association.

If the negotiations described in this Section A have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965, shall be followed, which procedure shall be exclusive.

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

C. Whenever the Board has reached a tentative conclusion to request additional millage from the community, it will give notice to the Association of the fact prior to the reaching of a final decision with respect thereto and will give the Association the opportunity to meet with either the Financial Committee of the Board or such other representative as the Board may select to discuss the Board's contemplated request for any millage increase and its expected allocation thereof.

D. The Board will make no changes in rate of pay, wages, or hours of employment without giving notice to the Association.

E. Despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by committee, individual member or designated representative.

F. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

G. The Association recognizes that concerted action, as defined by Section 1 of Public Act 336 of 1947, as amended, of Michigan, by teachers, is contrary to law and public policy. The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, participate in, encourage, or support any concerted actions against the Board by any teacher or group of teachers.

ARTICLE IV

TEACHERS' RIGHTS

A. The teachers and Association, as the exclusive bargaining representative of the teachers, shall have and enjoy all of the rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan statutes now or hereafter enacted.

B. 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. The religious or political activities must be engaged on the teachers' own time or on such school time as may be agreed upon between the Board and the teacher.

C. The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in, or association with, activities of any employee organization. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

D. No teacher shall be required to hold membership in any organization or to contribute directly or indirectly to any political party or any other organization or any agent or individual as a condition of employment or continuation of employment. Nor shall any teacher be prejudiced in his employment because he has joined or failed to join any lodge, religious group, employees association, union or other lawful organization.

ARTICLE V

PROFESSIONAL COMPENSATION

The salaries of teachers covered by this Agreement are set forth in schedules I and II which are attached to and incorporated in this Agreement

SCHEDULE I

Years of Completed Experience	AB DEGREE	MA DEGREE
1 0	5350	5650
2 1	5450	5750
3 2	5600	5900
4	5725	6025
5	5850	6150
6	5975	6275
7	6100	6400
8	6225	6525
9	6350	6650
10	6475	6775
11	6600	6900
12	6725	7025
13	6850	7150
14		7275

S
2 1/2
7 1/2

ARTICLE V, PROFESSIONAL COMPENSATION (CONT)

A. An increment of \$150.00 has been approved for 1967-68 school year.

(1) The \$5.00 per day that has been paid for not using sick leave days has been discontinued and the \$50.00 added to the salary.

No more than B. ~~Up to five (5) yrs.~~ *will* ~~may~~ be allowed *on the salary schedule* for previous experience. Teachers hired prior to the effective date of this agreement excepted.

C. Teachers shall be given credit for military experience up to a maximum of two (2) years.

D. Teachers returning to Athens Schools within 2 years after their resignation, may be given up to full credit for experience previously held.

E. Teacher completing advanced work will receive credit from the date the work is completed, provided, however, a transcript of credits is filed in the Supt. office within 30 days. Credit will be allowed 30 days retroactive from date of filing.

F. \$5.00 per semester hour for under-graduate credit and \$10.00 per semester hour of graduate credit earned to be paid in September following year earned only if teacher returns to the Athens Area School system.

B. If requested by the administration, teacher chaperoning pop busses will be compensated at the rate of \$1.50 per hour. Time to start upon bus departure and terminate upon return to school.

SCHEDULE II

A. Differentials for extra duties - Annual and Contractual.

Senior Class Sponsorship	\$150
Junior Class Sponsorship	100
Substitute teachers	20. per day
Selling of tickets for all H.S. athletic events (paid from H.S. Athletic Fund)	1.50 per hr.
Driver Education Teachers	4.00 per class hr.
	3.00 B.T.W.
Evening school	5.00 per hr.
Junior & Senior Plays	80.00 per play

B. Noon Hour Supervision:

1. Non-professional attendants will be employed for noon hour supervision in those elementary schools with a warm lunch program or where a sufficient number of children bring their lunch to need supervision.
2. Noon hour supervision in junior and senior high as needed by teachers shall be on a voluntary basis as far as possible. In case sufficient numbers of teachers do not volunteer, the principal may assign this responsibility after full consideration of the responsibility, teaching load and extra curricular activities of the teachers, and after a conference with the teacher considered. Payment at substitute teachers salary.

C. Summer School:

1. Priority for employment shall be given to teachers in the Athens Public School system having equal ability and qualifications for the particular assignment.
2. Teachers on an hourly basis will be paid for the 4th of July if it falls during the work week.

ARTICLE V, Professional Compensation (cont.)

D. Extra Pay for Athletic Coaches

1. High School Coaches

Pay above schedule

Head Football	\$500
Junior Varsity Football	300
Head Basketball	500
Junior Varsity Basketball	300
Head Baseball	200
Head Track	200

2. Junior High School Coaches

(1) assigned to each Junior High sport, each to receive 200

E. Tutoring

1. Teachers shall not tutor for pay in school buildings during the school year.

F. Pay Days

1. Checks will be issued on a 26 pay basis unless the Board and Association mutually agree to a different plan. When pay day falls on a vacation day the check will be issued the day prior to vacation.

G. Tenure as Teacher Only

1. It is understood by both parties, that according to Michigan Tenure Law and according to the resolution adopted by the Athens Board of Education, teachers now, or in the future, holding administrative, consultant or special assignment positions shall have a tenure as a teacher but not as an administrator, consultant or special assignment position.

ARTICLE VI

TEACHING DAYS AND HOURS

A. The Board and the Association agree that teachers will not be required to be present at school more than 188 days during the school year, including two days for the M.E.A. Conferences. The scheduling of the 188 days shall be the subject of negotiation annually with Association representatives and shall be agreed upon no later than May 1 of every year.

B. 1. All teachers shall have a maximum of two (2) days at the beginning of the school year for the opening of school without students present.

2. Elementary and Junior High School teachers shall have one (1) day at the end of the school year without students present for the purpose of completing records and storing materials.

3. High School teachers shall have one (1) day each semester for record keeping purposes without students present. Elementary teachers shall have one day in February to correct and evaluate achievement tests and for record keeping purposes without students present.

C. The teacher hours in the Elementary Schools (Grades K to 7) shall be as follows: Teachers will be required to be at their assigned teaching stations by 7:45 a.m. Teachers shall leave school no earlier than 3:15 p.m., unless permission has been given by the building principal to do so. On Friday teachers may leave at 3:15 p.m. The hours for the kindergarten teacher shall be fixed by the principal at the beginning of the year, but shall not be longer than the foregoing hours for all elementary teachers.

D. The teaching hours in the Secondary school (Grades 8 to 12) shall be from 7:45 a.m. to 3:15 p.m. Teachers will be required to be at their assigned teaching stations by 8:00 a.m., and shall leave no earlier than 3:15 p.m., unless excused by the building principal. Teachers may leave the buildings on Fridays at 3:15 p.m.

E. Each teacher in the secondary schools shall be entitled to a duty free, uninterrupted lunch period of no less than thirty minutes.

F. Modification to the above time schedules may be made by the principal when necessary, provided such modification does not lengthen the teachers normal work day.

G. The teachers recognize a responsibility to their students and the performance of duties that involve the expenditure of time beyond the normal day.

Therefore, teachers shall perform such duties as shall be assigned to them by their supervisors including staying after school to attend building meetings called by the school principal, department meetings, and/or vertical coordination meetings, attendance at evening meetings such as PTA meetings or equivalent, PTSA meetings and open house and parent-teacher conferences, preparation for the supervision of extra curricular student activities and functions.

N. Regular faculty meetings shall be scheduled at the beginning of the year subject to cancellation if unnecessary. Faculty meetings will be as brief as possible and such meetings shall commence immediately after dismissal time and end by 5:00 p.m. Other meaningful meetings may be called as necessary on 48 hour notice, except an emergency.

ARTICLE VII

TEACHING LOADS AND ASSIGNMENTS

A. Each secondary teacher shall have a duty free, uninterrupted planning period. The planning period shall be equal in length to a regular class period. A teacher shall not be asked to substitute for an absent teacher during his planning period except only occasionally and for good reason.

B. Teachers will be assigned within their area of competence and shall not be assigned, except temporarily or for good cause, outside the scope of their teaching certificates or their major or minor fields of study.

C. Teachers who will be affected by a change in grade assignment in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practical prior to June 1 and provided notice may come after such date when circumstances arising necessitate further changes in assignment. Such changes will be voluntary to the extent possible. Every effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

D. Teachers may request changes in subject assignments providing they hold academic qualifications. When requesting a change the teacher will deliver a request in writing to his supervisor if the transfer is within the building, or to the Director of Personnel, if in another building. Teacher may request and receive a conference within 10 school days.

ARTICLE VIII

TEACHING CONDITIONS

A. The Board and the Association agree to the following maximum class loads:

1. Elementary (K-7)

- a. Maximum average per teacher on a school-wide basis in the elementary schools - 28.5 students.
- b. Teachers will be assigned to elementary buildings in sufficient number to keep the average per room 30 or under, provided classrooms are available.
- c. The planning of split grades shall be cooperatively developed between the principal and the staff particularly the teacher involved. The number in a split grade should be less than the average for the building.

2. Secondary (8-12)

- a. Reasonable effort shall be made to keep the maximum average class at thirty (30) students or less per teacher in academic areas.
- b. The number of students assigned to laboratory facilities should not exceed the number the laboratory is planned to serve.
- c. Reasonable effort should be made to keep the maximum in physical education classes at 40.

ARTICLE VIII - Teaching Conditions (cont.)

B. Case loads for counselors shall be limited to a ratio pursuant to limits that have been established by the North Central Regulations.

C. The equivalent of a full time secretary shall be made available in all elementary schools. Principals are to give teachers full consideration in the allocation of the secretaries' time. A secretary is to be provided at the senior high to be of assistance to the teachers.

D. Professional Growth

1. A credit requirement of six (6) semester hours every four years as described (in Item 4 of this article) be maintained up to the completion of an M.A. Degree or 30 graduate hours beyond the Bachelors.

2. That after completion of the M.A. Degree or 30 graduate hours of credit-- the teacher must earn 3 hours of credit every 6 years. Such credit may include graduate hours or approved local credit for travel, in-service training, workshops, or a year's work on a school sponsored committee activity as may be developed by the Professional Study Committee.

3. That 12 clock hours be the requirement for 1 hour of local credit.

4. A statement of credits earned shall be filed in the appropriate office upon completion of the work. Local credit must be in terms of semester hours.

5. Travel credit is allowed:

Michigan - 1 hour credit (at least one week or more in time and 1000 or more miles of travel round-trip)

U.S., Canada, Mexico - 2 hours (at least 2 weeks or more in time and 2,000 or more miles of travel round-trip)

Foreign travel - 4 hours

A maximum of four of the total six hours required may be earned by travel.

All reports on travel must be filed within three months after school opens in the fall if credit is to be received.

If a teacher finds it possible to earn more hours than needed in a given period, up to half of the required credits may be applied to the next period.

Attendance at educational conferences coming during the summer months and lasting a week or more will be considered to the extent of one hour local credit if the person attending does so at no expense to the school.

A maximum of three hours credit can be earned through auditing courses and applied toward the six hour requirement. A statement signed by the class instructor must be presented indicating total hours in attendance and that a fee was paid.

D. Professional Growth (cont.)

Upon completion of any course or courses, each teacher should send his credit card or statement to the Superintendent's Office for recording of the credit on the teacher's cumulative credit record. In general, any credit whether or not towards a graduate degree, granted by an approved institution, will be considered as approved for the local six hour requirement. Such credit cards and statements will be returned to teachers with notification of approval.

Exception to the foregoing policies will be made only by action of the Board of Education.

E. The Board shall make available in each school adequate lunch room, rest room and lavatory facilities for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a staff lounge in which smoking shall be permitted.

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

G. The school shall make reasonable effort to provide adequate parking facilities for teachers.

H. The Board agrees that classes shall not be unduly interrupted for announcements on the school intercom system except in case of an emergency. Announcements should be limited to the first two (2) minutes or last two (2) minutes of any class period, and to the homeroom period.

I. The Board of Education recognizes the interest of the instructional staff in the building needs of the school and invite their participation in regular and special Board meetings at which present and long range plans are discussed.

Any citizen committee organized to advise the Board on building needs will include teacher representation.

ARTICLE IX

VACANCIES AND PROMOTIONS

A. Transfers

1. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and provide for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least five working days. Teachers desiring a transfer for a position that may be open during the summer recess should get a transfer or application on file with the personnel office prior to the closing of the school term. The Board will notify the Association and will make reasonable effort to notify each teacher requesting a transfer.

2. Although the Board and the Administration recognize that frequent transfers of teachers from one school to another is disruptive of educational process and interferes with optimum teacher performance, they also recognize that some transfers for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the system will be necessary.

ARTICLE IX - Vacancies and Promotions (cont.)

B. Administrative Positions

1. The Board and Association mutually agree on the wisdom of promotions from within its own teaching staff to administrative positions. The Board agrees to give preference to applicants from the staff when qualifications and general ability seem, in the opinion of the administration, to be equal to outside applicants. It is agreed that final selection of administrators remains the responsibility of the Board.
2. Teachers are encouraged to file a letter, prior to posting, with the School Personnel Office indicating the transfer of type of administrative position to which he aspires.

ARTICLE X

SICK LEAVE

A. All regular, full-time teachers of the Athens Schools shall be allowed ten days absence each school year without loss of salary for the following reasons. Half-time teachers will receive benefits proportionately.

1. Personal illness or quarantine.
2. A ^{new} teacher who is absent due to illness at the time school opens in the fall, or at the time his contract begins, may have sick leave pay up to five (5) days included in the first regular check after he reports for work. A new teacher who has a contract, but never reports for work will receive no sick leave pay.
3. Serious illness in immediate family, interpreted to mean husband, wife, or child living in same household.
4. At end of each year, any unused portion of the ten days' leave shall be accumulated up to a maximum of 90 days.

B. Any teacher who is absent because of an injury or disease compensable under the Michigan Workmen's Compensation Law, shall receive from the Board the difference between the allowance under the Workmen's Compensation Law and his regular salary for the duration of the illness, not to exceed ten (10) months with no subtraction of sick leave.

ARTICLE XI

LEAVES OF ABSENCE

GENERAL POLICY

To be eligible for Leave of Absence from the Athens School system the teacher shall have completed three consecutive years of teaching in the Athens Schools. This policy does not apply in case of Military Leave or Personal Leave.

ARTICLE XI - Leaves of Absence (cont.)

A. Leaves of Absence with Pay

Leaves of absence with pay not chargeable against the teacher's sick leave allowance shall be granted for the following purposes:

1. A maximum of three (3) days per school year for a death in the immediate family. One day for death of Aunt, Uncle, Grandparent, Niece, Brother-in-law. In case of unusual circumstances a teacher may request additional leave.
2. Absence when a teacher is called for jury service with the school paying the difference in pay.
3. It is the policy of the Athens Area Schools to have reasonable representation at educational meetings and conferences depending on the distance, importance of meeting and school budget. Teachers desiring to attend any such meeting should secure an application form, discuss it with the principal and then forward it to the Superintendent's Office for final decision.

B. Personal Leave

From one to two (1-2) days per year may be used also for absences necessitated by circumstances other than the above or in addition to if requested with full explanation in writing and if approved by the Principal and the Superintendent in advance. The urgency of the leave may be of such a nature that the request in writing is not practical; in this event the principal should contact the Superintendent by phone or in person to get a decision prior to the absence.

C. Leaves of Absence Without Pay

1. Extended Illness
Any teacher with three (3) yrs. of service in the Athens school system may make application for a semester or for a year's leave of absence for extended illness. The leave granted shall be without pay or increment. After an extended illness, the Board may also request that the teacher present a statement from the physician certifying the teacher's physical fitness for return to work.
2. Professional Study
Any teacher with three (3) years of service in the Athens School system may make application for a semester or for a year's leave of absence for professional study or travel. If such leave be granted, it shall be without pay or increment.
3. Peace Corps Leave
Leave of absence will be granted up to two (2) years to any teacher who joins the Peace Corps Vista or Teacher Corps as a full-time participant in such program. Any period so served shall be treated as time taught for purposes of the salary schedule.

4. Association Leave

Teachers who are officers of the state or national association or its affiliates should upon proper application, be given leave of absence without pay up to one year for purposes of performing duties for the Associations. Said teacher will receive credit toward regular salary increment.

5. Military Leave

Military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Such leave shall also be granted to any teacher who shall be recalled to active duty from military reserves of any branch of the armed forces of the United States. Teacher on military leave shall be given the benefit of any increment which would have been credited to them had they remained in active service to the school system. Sick leave may accumulate to a maximum of 20 days.

6. Political Leave

The Board shall grant a leave of absence of not less than one semester and no more than one year without pay or increment to any teacher to campaign personally for or serve in a public office. If elected to State Legislature or Congress the teacher may request an extension of the leave of absence.

7. Maternity Leave

Any member of the teaching staff who is approaching maternity shall notify her principal as soon as pregnancy is definitely determined. Continued employment will normally be possible until the beginning of the fifth month of pregnancy, but will depend on the physical condition of the teacher and the recommendation of her physician. She shall resign, or if eligible, under this article or under the tenure act, apply for leave of absence effective at the beginning of the fifth month of pregnancy and leave shall be granted without pay or increment for a period not to exceed two (2) semesters beyond the date on which the leave became effective.

D. Deduction of Pay for Absence

1. In the event of absence not covered by this or any other leave policy, the deduction from the teacher's salary shall be figured at 1/188 of the contractual salary of the teacher.

E. Status of Person on Leave

1. Any leave of absence granted in any of the above categories will be with the understanding it is a leave of absence from the Athens school system and not necessarily from a particular position. Every effort will be made to assign the teacher to the same or a comparable position.

ARTICLE XII

RETIREMENT

A. Age Restrictions

1. Teachers who reach the age of 55 are eligible to retire under the Michigan Retirement Law. Teachers desiring to retire should submit to the Board a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.
2. Tenure status ends at age 65. Teachers on tenure who will reach the age of 65 on or before the opening of the next school term, September 1st, who desire to remain in the system and are recommended by the principal and Superintendent shall submit to the Board a written request for continuation of employment not later than March 1 of that year. The Board may require a physical examination of such employee. Contracts shall be issued on a one (1) year basis to teachers beyond the age of 65 if the Board decides to continue the teacher's tenure.

B. Terminal Leave

In appreciation for services rendered to the school system a terminal leave payment of \$50 per year for first 10 years, \$100 per year thereafter to a maximum of \$1200 of service in the district will be paid upon retirement provided this teacher shall have been employed in the system continuously in the school district for a period of not less than 10 years.

ARTICLE XIII

TEACHER EVALUATION

A. The evaluation of the work of all teachers is a responsibility of the Administration. To assist the Board in formulating adequate and fair methods of evaluation, the Board and the Association shall appoint a professional study committee.

B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The teacher shall be given a copy of any evaluation report prepared by his superiors and shall have the right to discuss such report with his superiors.

C. The teaching performance of a non-tenure teacher shall be observed and a written evaluation prepared at least twice each school year. The principal or his designee shall hold a conference with the non-tenure teacher after each such evaluation.

D. Any adverse evaluation of a teacher performance asserted by the Board or any agent or representative thereof may be subject to the grievance procedure herein set forth; provided, however, that (1) as to probationary teacher, the Board may give such notices of unsatisfactory work as shall be required or permitted by the Michigan Tenure Teacher Act during the pendency of any grievance procedure, and (2) as to tenure teachers pending grievance procedures shall be dismissed immediately upon the filing of written charges under the Michigan Tenure Teachers Act and said Act shall thereafter govern all proceedings against the teacher.

ARTICLE XIII - Teacher Evaluation (cont.)

E. 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 such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Privileged information such as confidential credentials and related personal references normally sought at time of employment are specifically exempted from such review. The administrator shall remove such credentials and confidential reports from the file prior to the review of the file by the teacher.

F. If the teacher is to be disciplined or reprimanded by a member of the administration above the level of the principal, he shall be entitled to have a representative of the Association present.

G. Each teacher is required to have on file an X-ray examination report each year, taken by the Calhoun County Health Department at no cost to the teacher, showing he is free from tuberculosis. This rule became effective September, 1964.

TEACHER EVALUATION

A. The evaluation of the work of all teachers is a responsibility of the administration. To assist the board in formulating adequate and fair methods of evaluation, the board and the Association shall appoint a professional study committee.

B. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The teacher shall be given a copy of any evaluation report prepared by his supervisor and shall have the right to discuss such report with his supervisor.

C. The teaching performance of a non-tenure teacher shall be observed and a written evaluation prepared at least twice each school year. The principal or his designee shall hold a conference with the non-tenure teacher after each evaluation.

D. Any adverse evaluation of a teacher performance assessed by the board or any agent or representative thereof may be subject to the grievance procedure herein set forth provided, however, that (1) as to probationary teacher, the board may give such notices of unsatisfactory work as shall be required or permitted by the Michigan Tenure Teacher Act during the probationary period and (2) as to tenured teachers pending grievance procedures shall be dismissed immediately upon the filing of written charges under the Michigan Tenure Teachers Act and said Act shall thereafter govern all proceedings against the teacher.

ARTICLE XIV

PROTECTION OF TEACHERS

A. Since the teachers authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of teacher, the Board recognizes its responsibility to give all reasonable support to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden for emotionally disturbed students with responsibility for psychotherapy. 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 or its representatives will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. If unprovoked, as determined by the Superintendent of Schools, the Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. In the event the Administration considers the teacher in the wrong in a specific situation, and, therefore, feel compelled to overrule or withhold support, the teacher shall have the right to invoke grievance procedure under Article XV of this contract. The teacher may administer physical punishment within reason and only in the presence of the principal or another teacher.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student within the limits of Section A and Section B of this article, the Board will provide legal counsel to the teacher in his defense.

D. Time lost by a teacher in connection with any incident mentioned in this article, within the limitations of this article shall not be charged against the teacher.

E. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention of such complaint is to be made a part of the teacher's personal file.

ARTICLE XV

GRIEVANCE PROCEDURE

A. Any teacher or group of teachers of the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its representative for such purpose the principal in each building and the superintendent of schools when the particular grievance arises in more than one school building.

B. Within five days of receipt of the grievance the designated representative of the Board shall meet with the Association in an effort to resolve the grievance. Affected teachers may or may not be present at such meeting. If the meeting is with the school principal and the parties cannot agree, the grievance shall be promptly transmitted to the Superintendent who shall have five days thereafter to approve or disapprove the grievance. If the grievance is transmitted directly to the Superintendent he shall have ten days from receipt to approve or disapprove it. If the grievance shall be denied by the Superintendent, either upon review of the action of the school principal, or in the first instance, the grievance shall immediately be transmitted to the secretary of the Board, with a statement of reasons why it is being disapproved.

C. Within 15 days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided, however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than 20 days after its submission to the Board.

D. If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the hearing. The Board shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Education Association. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

E. 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.

F. The costs of any arbitration under this Article shall be paid by the Board.

G. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department head, assistant principal or other school employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department heads, assistant principals, or other employees in such informal procedures be deemed to be a supervisory or executive function.

ARTICLE XVIII
ARTICLE XVI

PROFESSIONAL STUDY COMMITTEES

A. There is hereby established a Professional Study Committee composed of six (6) members; three (3) selected by the Board and Three (3) teachers selected by the Association. The Professional Study Committee shall investigate matters to promote improved education and submit a written report and recommendations to both parties on or before February 1st of each year.

B. When it is mutually agreed that negotiations referred to in paragraph A between the Board and Association shall take place during the school day, teachers so engaged shall be released from regular duties without loss of pay.

C. The clerical expenses of such committee shall be borne by the Board.

ARTICLE XVII
MISCELLANEOUS

A. The Board agrees to make reasonable effort at all times to maintain an adequate list of substitute teachers. Teachers who find it necessary to be absent from their classroom due to illness or other emergency will call a telephone number given by the administration for this notification at which time the proper party will contact a substitute. The teachers are not to employ substitute teachers directly under any circumstances.

B. This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

D. If any provision of this Agreement or any application of this 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. No polygraph or lie detector device shall be used in any investigation of any teacher without his consent.

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

ARTICLE XVIII

DURATION

This agreement shall be effective as of the 30th day of August, 1966 and shall continue in full force and effect for one (1) year until the 26th day of August, 1967 provided that the Association may reopen this Agreement on or after February 1st of any year for the purpose of negotiating over all matters concerning teachers' salaries and fringe benefits; also class size and working conditions that relate to the school budget for that year.

**BOARD OF EDUCATION
SCHOOL DISTRICT OF ATHENS AREA SCHOOLS**

By Lee R. Wyman
President

ATHENS EDUCATION ASSOCIATION

By Grau Kline
President