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MASTER AGREEMENT

between

ATHENS BOARD OF EDUCATION

and

SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION

1989-91

*Athens Area Schools*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between ATHENS AREA SCHOOLS, Branch, Calhoun, Kalamazoo and St. Joseph Counties, Michigan, acting by and through its Board of Education (hereinafter called the "Board") and SOUTH CENTRAL UNIFIED BARGAINING ASSOCIATION (hereinafter called "SCUBA");

WITNESSETH:

### ARTICLE I

#### PURPOSE AND RECOGNITION

- A. Purpose. The general purpose of this Agreement is to set forth the terms and conditions of employment for the members of the bargaining unit and to promote orderly and peaceful labor relations for the benefit of the students, the public, the Board, the employees and the bargaining representatives.
- B. Recognition. The Board recognizes SCUBA as the sole and exclusive collective bargaining representative for all K-12 certified teachers, but excluding substitute teachers, teacher aides, and all other administrative, supervisory and executive positions.

## ARTICLE II

### DISTRICT RIGHTS

The District retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions thereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and to direct the working forces.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all the foregoing, but not in conflict with specific provisions of this Agreement, and the right to establish, modify or change any work or business hours of days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

8. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

### ARTICLE III

#### 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. The Association shall have the right to use school facilities at reasonable hours for the conduct of meetings of the Association, such use to be governed by policies adopted from time to time by the Board for the use of its facilities.
- C. 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 stated elsewhere in this Agreement. No Association business shall be transacted on the school grounds during the regularly scheduled school day.
- D. A duly authorized representative of the Association may, with permission of his/her immediate supervisor and with the approval of the grievant's supervisor, investigate formal grievances during working hours. This privilege will be provided without loss of pay providing it does not exceed two (2) hours per month.

- E. The Association shall have the right to the reasonable use of school equipment such as typewriters, duplicating machines, and audio-visual equipment, provided that such use shall not interfere with the Board's use, shall not require the services of any non-bargaining unit employee and shall not be used by any employee in such manner as to interfere with the discharge of his employment duties or the discharge of the duties of any other employee. The Board shall be reimbursed by the Association for all supplies used and for any damage.
- 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 if such persons hold membership in the State and/or National association.
- 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. 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.
- I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.

## ARTICLE IV

### 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 the teacher in writing and copies thereof are delivered to the Association and the Board.
- B. Teachers beginning employment in January or at the start of the second semester may sign and deliver, prior to the last paycheck in February, to the bookkeeper's office an assessment of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect unless, subsequent to June 1st and prior to September 15th of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.
- C. The deduction for membership dues shall be made from one regular paycheck 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 whom 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 fees equal to that percentage of the local dues used for the service process. Failure to sign such authorization, according to the above deadlines, shall result in termination of the employment contract. A written financial report of service costs stating the fee equal to that percentage of the local dues used for service fee shall be filed with the business office within thirty (30) days of the completion of negotiations.
- E. The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association by the execution of this Agreement expressly agrees to indemnify and to save the Board harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the Board's compliance with the provisions of this Article.

ARTICLE V

TEACHING HOURS AND CLASS LOAD

- A. Teachers shall be in their assigned buildings, available for duty, fifteen (15) minutes before the start of their school day and shall also be in their assigned buildings, available for duty, until fifteen (15) minutes after their pupils have been dismissed for the day. However, elementary and middle school teachers shall be excused from duty as soon as their pupils have left. It shall be the teacher's responsibility to advise the principal of his or her tardiness.
- B. Nothing herein shall prevent the administration from allowing a teacher to leave early in the event of an emergency or excusing a teacher's tardiness without penalty in the event of an emergency.
- 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 (60) minutes and no less than fifty-five (55) minutes in length. The normal weekly teaching load in the middle school shall not exceed thirty (30) teaching periods and five (5) duty-free preparation periods. In the middle school these periods shall be no less than fifty (50) minutes in length. The normal teaching load for elementary classroom teachers shall not exceed one hundred fifty (150) hours of pupil contact per day. In the areas of art, music, and physical education, the normal teaching load shall not exceed two hundred (200) pupil contact hours per day.

High School

8:00 am - 2:20 pm

Middle School

7:55 am - 2:15 pm

Elementary

8:30 am - 2:50 pm

This will result in equal time per day in each building. Schedules of traveling teachers will be worked out in such a way as to result in the same length of day as others (350 min.).

- D. All teachers shall be entitled to a duty-free, non-interrupted lunch period of not less than thirty (30) minutes per day.
- E. Each third and fourth grade teacher will have five (5) thirty (30) minute preparation periods per week, not including the duty free lunch or recess. During two fifteen (15) minute recess periods per day for first and second grade students, not more than one (1) teacher from each end of the building shall be on playground duty on a rotating basis. The teachers not on recess duty shall not be required to fulfill any teaching assignment during that time. Kindergarten, first and second grade teachers shall receive five (5) preparation periods per week which shall be a minimum of thirty (30) minutes in length, not including the duty free lunch period or recess.
- F. A teacher assigned to teach during the normal preparation period shall be compensated at his regular hourly rate.



- G. If school shall be closed because of adverse weather on isolated days, teachers shall not be required to report; however, when school is closed for two (2) or more successive days, teachers may be required to report at the discretion of the Superintendent beginning on the second day, provided that:
1. A determination has been made by the Michigan State Police that road conditions in the school district are acceptable for travel by private vehicles, and
  2. Provisions have been made for scheduling meaningful in-service training programs and/or the performance of useful professional activities, and provided further that a teacher who through reasons beyond the teacher's control is reasonably unable to report to work or is unable to report to work at the scheduled time may be excused if such teacher has notified the central office no later than 8:00 a.m.
- H. When only one (1) 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 that a teacher is unable to substitute because of illness, a sick day shall be deducted. If the teacher does not agree to substitute, the teacher shall be considered absent and his/her pay shall be docked.
- I. Each teacher shall provide the building principal each Friday before leaving the building with a complete set of teacher prepared lesson plans for the following five (5) school days. Such lessons shall be placed in a file for use in the event of the teacher's absence.

## ARTICLE VI

### 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 so as to better meet the needs of special students in the community.

ARTICLE VII

TEACHING CONDITIONS

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.

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 the traditional large group instruction or experimental classes where teachers have voluntarily agreed to exceed those maximums:

	<u>Optimum</u>	<u>Maximum</u>
1. <u>Elementary</u>		
Kindergarten	16	22
First-Second Grade	15	22
Third-Sixth	18	25
2. <u>Secondary</u>		
English	18	25
Social Studies	18	25
General Education	18	25
Mathematics	18	25
Science	18	25
Language	18	25
Business	18	25
Typing	25	30
Industrial Arts	12	16
Drafting	15	20
Vocational Shops	12	16
Homemaking	15	20
Music	30	40
Physical Education	30	40
Art	15	20
3. <u>Special Education</u>		
Special classes for handicapped or mentally retarded	10	15
Special sight-saving and hearing conservation classes	8	12
Emotionally disturbed classes	5	8
Learning Disability	12	18*
Teacher Consultant		25*
Resource Room Teacher - EL		18*
- Secondary		20*

\*The maximum shall be decreased by 3 if the teacher travels between or among buildings.

4. NOTE. In a class in which work stations are required, the number of students shall not exceed the number that can be assigned appropriately to such stations. The number of stations in a classroom may be increased only after prior consultation with the Association.
5. In the event that a class must exceed the above-stated maximums the Athens Education Association must be notified in a timely manner by the administration. Should it be necessary to have more than the above-stated maximums in a class the following compensation shall be made:
  - a. Notwithstanding any other provision in this section a teacher shall be compensated \$50 per class hour per student per semester beginning with the first student assigned over the above-stated maximums.
  - b. The compensation shall be paid no later than three (3) weeks following the end of each semester.
  - c. Overloads will be evenly distributed within subject sections (middle school and high school) and grade levels (elementary school). This shall not require students to be subsequently transferred in the event enrollment in a class or classes changes after students have been evenly distributed to address an overload.

A teacher shall not receive compensation for any student if that student has not been enrolled in the class and the class size has not exceeded the above-stated maximums for at least one-half of the student attendance days in that semester. With the exception of the beginning of the second semester students shall not be transferred from a class to avoid meeting the number of student attendance days.

- B. The Board shall provide a teacher reference library in each school in the district.
- C. 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.
- D. The Board shall provide:
  1. A separate desk for each teacher in the district.
  2. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
  3. Chalkboard space in every classroom.
  4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.

5. Storage space in each classroom for instructional materials.
  6. Attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
  7. 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 teachers.
  8. Key to each teacher for classroom.
- E. The Board shall make available in each school adequate lunchroom, 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.
  - F. Upon request of the Association, permission shall be granted to install vending machines in the teachers' lounge provided that the Board shall have no responsibility for the maintenance or security of such machines and the Association shall save the Board harmless from any and all expenses connected therewith. The proceeds from all such machines shall be used by the Association in its sole discretion.
  - G. Off-street paved parking facilities shall be provided at each school.
  - H. 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 VIII

### QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university.
- B. The Administration shall provide individual teacher contracts no later than two (2) weeks before the end of school. 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 (1) 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 or their major or minor fields of study except temporarily and for emergency purposes 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 Courses, Driver Education, extra duties enumerated in Schedule "C" and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the district.
- E. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority group personnel.

#### ARTICLE IX

##### VACANCIES, PROMOTIONS, AND TRANSFERS

- A. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such request 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/her reasonable judgment so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the normal school year at which time the position will be considered vacant.
- C. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure, 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 teacher 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 accompanying job descriptions. 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 teacher prior to ten (10) days before the end of the school year and must be filed prior to the end of the school year.

## ARTICLE X

### PAID LEAVES OF ABSENCE

- A. At the beginning of each school year, each teacher shall be credited with ten (10) sick days and two (2) business days. Unused days may accumulate yearly without limit. Upon retirement, or upon leaving Athens Area Schools employment, a teacher will be compensated for each unused sick and business day at the rate of one-half of the substitute teacher daily rate of pay in effect at the time the teacher retires or leaves employment in the Athens Area Schools. This policy becomes effective September 1, 1987. For those teachers employed by the Athens Area Schools at the time the September 1, 1987, policy becomes effective who have accumulated unused sick leave days under the former contract, said unused sick leave days will be converted to the new policy stated above. Each teacher shall be notified in writing before the end of September of the total number of unused sick and business days accumulated.
- B. At the beginning of each school year, at the discretion of the Association, each teacher may contribute up to two (2) of their accumulated sick leave days to a common bank administered by the Association. Teachers who have exhausted their illness or disability leave because of long-term illness or disability may request sick leave from the sick bank in increments of no more than thirty (30) additional sick leave days to a maximum of 180 days or one (1) school year whichever is less. The maximum number of days granted from the Sick Bank cannot exceed the total number of days in the Sick Bank during any one year. The Association shall be responsible for granting and denial of said requests. The Association shall immediately notify the Superintendent's office of any withdrawals from the sick bank and in no case shall notification lapse more than five (5) days.

- C. A teacher on sick leave for more than five (5) consecutive work days will provide documentation that he/she has been attended by a physician. A teacher who is unable to teach more than ten (10) consecutive work days because of personal illness or disability shall submit a statement from a physician estimating the expected duration of the absence.
- D. Absence due to injury or illness incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, and the Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workers' Compensation Act for the duration of such absence but no longer than six (6) months.
- E. Teachers shall be informed of the telephone number they may call before 6:30 a.m. to report unavailability for work. In an emergency, the time for notification may be extended to 7:00 a.m. It shall be the responsibility of each teacher to report his/her unavailability for work each day of his absence.
- F. Requests for business leave shall be made no less than forty-eight (48) hours in advance, except in cases of emergency. It is expressly understood that business leave days shall be used only for legitimate business, professional or personal obligations which cannot reasonably be scheduled outside of the regular school day and not for purposes of personal profit. Requests for a business day will be limited to four (4) persons on any given day, excluding emergency situations. Abuse of this provision, including any misrepresentation concerning the eligibility of a teacher for such business leave benefits, shall result in loss of pay for day(s) involved.
- G. A teacher shall be entitled to leave for jury service if unable to be excused from such service. The teacher shall be entitled to receive regular compensation for teaching, without deduction of leave days, less any fees paid, excluding mileage fees, provided that notice of such jury service is given to the Superintendent or his/her designee prior to the scheduled date thereof. The teacher shall return to his/her duties whenever attendance in Court is not actually required.
- H. Upon the request of the Association, the Board may grant a leave of absence to a teacher for the purpose of conducting official Association business, in accordance with the following guidelines:
1. The absence of the teacher shall not materially interfere with the discharge of the teacher's responsibilities.
  2. Except for good cause, request for leave day shall be made in writing to the Superintendent not less than five (5) working days prior to the leave.
  3. The Superintendent shall not be required to grant more than seven (7) such Association leave days during each school year.
  4. Association leave days shall not be cumulative.

- I. A teacher will be granted up to five (5) days of leave time, for each occurrence, in the event of a death in said teacher's immediate family. The immediate family shall include said teacher's mother, father, spouse, mother-in-law, father-in-law, 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 for that day only.

## ARTICLE XI

### UNPAID LEAVES OF ABSENCE

- A. The Board may grant an unpaid leave of absence for up to one (1) year upon the written request of a teacher for reasons of child care, professional development, including studies, travel and special teaching assignments resulting in potential advantage to the school system, or for other reasons not otherwise herein provided. In determining whether to grant any such leave, the Board shall consider the staffing needs of the District and the availability of a certified and qualified replacement to insure that the quality of student instruction will not be diminished.
- 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. The leave may be extended in the discretion of the Board upon request by the teacher.
- C. 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 of the salary schedule as he would have been had he taught in the district during such period.
- D. 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/she would have been had he/she taught in the district during such period.
- E. 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 of the salary schedule as they would have been had they taught in the system during such period.
- F. Teachers who have been employed for seven (7) years may be granted a sabbatical leave for one (1) year. During said sabbatical leave, the teacher shall be considered to be in the employ of the Board. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position



or to a position of like nature and status, and shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period.

- G. A teacher who has been granted an unpaid leave of absence shall not be entitled to accrue leave days pursuant to Paragraph A of Article X during the period of the leave of absence. Except as otherwise expressly provided in this Article, a teacher shall not be entitled to advance on the salary schedule as a consequence of such leave.
- H. On the termination of an unpaid leave, the teacher shall be placed in the position which the teacher held prior to such leave, provided, however, that if the position is no longer in existence, then such teacher shall be placed in a similar position for which he/she is otherwise certified and qualified, subject to the rights of other teachers pursuant to Article XVIII of this Agreement. An unpaid leave of absence shall not be terminated early without the prior approval of the Board.
- I. A teacher granted an unpaid leave of absence shall agree in writing to return to the service of the Board upon the completion of the leave. Each leave agreement shall include a requirement that the teacher notify the Board in writing prior to a specified date that the teacher intends to return and if the teacher fails to give such notice, the obligation of the Board to re-employ the teacher shall terminate and the teacher shall be deemed a voluntary quit.

## ARTICLE XII

### 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 at least two (2) times during the school year. These evaluations shall be reported to the Superintendent of School in October, no later than the second Monday of October and in January, no later than the third Monday in January. A third evaluation shall be conducted upon the teacher's request and shall be reported to the Superintendent in March, no later than 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 in December, no later than the second Monday in December and in March, no later than the third Monday in March.
- B. Evaluations shall be conducted by the building principal, or an administrator if the building principal is unavailable, holding a valid teaching certificate and three (3) years of teaching experience. Evaluations shall be conducted openly.

- 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 parties recognize that an evaluation may contain subjective judgments about the performance of the teacher with which the teacher may disagree, in which case the teacher shall have the right to comment on the evaluation and both reports shall become a part of the teacher's personnel file. In addition, the teacher shall have the right to challenge alleged factual inaccuracies in the evaluation report through the grievance procedure. 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.
- D. The end-product of all evaluations shall be directed toward the improvement of instruction, growth within the profession and upgrading of the Athens Area School District. Accordingly, each evaluation shall include specific suggestions for improvement.
- E. No notice of any complaint directed towards a teacher shall be included in said teacher's personnel file unless:
1. The complaint is in writing.
  2. The alleged incident occurred within the current school year.
  3. The teacher is notified in writing within five (5) work days of the receipt of the complaint.
- F. All teachers shall retain all rights of the Tenure Act related to discharge, demotion, or retirement and need no special notification of such rights.
- G. A personal file, available upon request, shall be maintained by the school district and contain the following items:
1. Required medical information presented by the teacher annually.
  2. Evaluation records.
  3. Annual contracts.
  4. Copy of valid teaching certificate.
  5. Transcript of academic records with any changes or additions presented by the teacher when change occurs.
  6. Tenure/probationary status.
  7. Any written complaint as in E above.

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

ARTICLE XIII

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 recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. 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 said teacher is being disciplined. 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, provided, however, that the meeting need not be delayed for an unreasonable time until such representative can be present and in no event shall the Board be restricted from taking such protective action as may be necessary to protect the rights of students and others pending the holding of such disciplinary meeting.
- E. Discipline shall include, but not be confined to, an oral or written reprimand, forfeiture of compensation or benefits, suspension, demotion, or discharge and, except as the seriousness of an offense shall otherwise require, shall be progressively applied.
- F. No disciplinary action shall be taken except for just cause and all disciplinary action shall be subject to review under the Grievance Procedure, except as expressly excluded by the provisions of such procedure. All information forming the basis for disciplinary action shall be made available to the teacher and also to the Association upon the written request of the teacher.

## ARTICLE XIV

### 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 degree or special studies and participation in community educational projects.
- B. The Board may grant each teacher one (1) two-day conference or two (2) one-day conference leave days to attend professional conferences approved by the Board. These conferences shall be limited to the teacher's major or minor area of study or to an area for which they are responsible for instruction. The Board shall pay the teacher's regular salary and any mileage up to a two-hundred (200) mile limit, registration fees and lodging costs for the teacher. No teacher's lodging will be paid by the Board if the teacher attends a one-day conference. The teacher shall verify his/her attendance at the conference. Any teacher granted a conference leave day(s) may be requested to present the material or information gained from the conference to other teachers, the Board, or the public as requested by the building principal. Materials presented at said conferences shall be the property of the school district and shall be placed in the teachers' lounge.

## ARTICLE XV

### 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 no 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 XVI

### LAYOFFS AND RECALL

- A. Determination. The Board has the right to reduce the number of teachers in a given subject area, field or program, or to otherwise eliminate or consolidate positions. The Board shall notify the Association in writing of its intentions to do so and the reasons therefor. A layoff extending for more than thirty (30) days shall not be implemented until the Association shall have had the opportunity to make its recommendations to the Board regarding priorities and procedures to be followed in such layoff, provided, however, that the Association shall have the responsibility to submit its recommendations within seven (7) days after notification by the Board.

- B. General Procedure. Except as the Board and the Association shall otherwise agree under the provisions of Section A, the order of any staff reduction of more than thirty (30) days shall be determined by the Board on the basis of seniority, certification, and qualifications as defined hereafter.
- C. Conditions to Layoff. A layoff shall be subject to the following conditions:
1. If the layoff shall be for more than thirty (30) days, the Board shall give not less than sixty (60) calendar days' notice of layoff to the individual involved and the Association.
  2. Any layoff shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual contract of employment or under this Agreement; however, a teacher shall be eligible to receive any benefits which were earned but not yet paid prior to the layoff, including applicable fringe benefits. In addition, the Board agrees to continue payments of all insurance premiums on behalf of any eligible teacher who is laid off during the regular school year for a period not to exceed three (3) calendar months after the payment of earned benefits, provided that if the teacher secures other full time employment prior to the expiration of such three-month period, the Board's obligation to pay premiums shall terminate as of the date on which the teacher begins such employment.
- D. Conditions to Recall. Recall shall be subject to the following conditions:
1. If no recall date is set forth in the notice of layoff, the Board shall give written notice of recall from layoff by sending a certified letter, return receipt requested, to the teacher at the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. If a teacher fails to report to work at the time specified in the notice, which time shall not be less than seven (7) days from the date of receipt of the recall notice if no time was specified in the notice of layoff, unless an extension is granted in writing by the Board, the teacher shall be considered a voluntary quit and shall thereby terminate the teacher's individual employment contract and any other employment relationship with the Board.
  2. The Board shall rehire teachers in the inverse order of layoff, provided that such teachers are certified and qualified to perform the duties of the position and provided further that the obligation to rehire a teacher shall terminate eighteen (18) months following such layoff, except as a shorter or longer period is required by law. A teacher who meets the following requirements shall be deemed qualified for purposes of recall.
    - a. Elementary Self-Contained Classroom (K-6). A valid elementary certificate.
    - b. Grades 7-8. A valid elementary and/or secondary certificate together with a major or minor in the particular subject(s) comprising the assignment provided, however, that a teacher who has a minimum of two (2) years of successful teaching experience in the

subject area(s) comprising the assignment within the five (5) year period immediately preceding the determination date for retention or recall shall be deemed qualified.

c. **Grades 9-12.** A valid secondary certificate together with a major or minor in the particular subject(s) comprising the assignment, provided that such major(s) or minor(s) meet the minimum permanent North Central Accreditation Standards then in effect.

d. **Specialists.** A valid elementary, secondary or K-12 certificate, including requisite endorsements for the teaching of special subjects. As used herein, "special subjects" shall refer to art, music, physical education, reading, special education, vocational education as well as to other subjects requiring special certification, endorsements or authorizations, including library work and guidance and counseling.

3. A teacher who at the time of recall has executed a teaching contract in another school district may file a written request within seven (7) days from receipt of the recall notice that he/she be maintained in the same position on the recall list until the termination of such teaching contract or September 1, whichever is later.

E. Seniority. The Board shall maintain an up-to-date seniority list, based on service dates only, a copy of which shall be furnished to the Association at least once each year but not later than November 1, provided, however, that the seniority list shall be conclusively deemed to be accurate unless the Association informs the Board otherwise within ten (10) days from receipt. The names of all teachers in the bargaining unit at the time of the preparation of the seniority list shall be listed in order of their service dates, starting with the teacher with the greatest amount of seniority at the top of the list. If two (2) or more teachers have the same service date, their social security numbers shall be used in determining their respective positions on the seniority list, with the teacher having the lowest number being assigned first to the seniority list. "Service date" shall mean the date on which the teacher first provided services to the Board, exclusive of any extra-duty assignment, after the last interruption of service if the teacher has been employed more than once by the Board. A break in service by reason of layoff, an authorized leave of absence, or appointment to an administrative position shall not be deemed to be an interruption of service, provided, however, that in such instances a teacher shall neither accrue nor lose seniority.

F. A teacher who is laid off under the provisions of this Article who is paid unemployment compensation benefits (associated with his or her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

1. The total of unemployment compensation plus salary earned by employment in the district shall not be below that which the employee would have received had he/she been employed the entire school year.
2. The salary earned through employment in the district shall not be less than his/her salary from same for a similar period during the preceding school year.

## ARTICLE XVII

### CONTINUITY OF OPERATIONS

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive Grievance Procedure under which the 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 I 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 XVIII

### PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule "A" which is attached to and incorporated in this Agreement.
- B. A teacher's hourly rate is to be determined by dividing the 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 Schedule "C" which is attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Article.
- D. If requested in writing by an administrator, a teacher chaperoning a pep bus will be paid \$5.00 per trip if the destination is less than thirty (30) miles or \$10.00 per trip if the destination is thirty (30) miles or more.
- E. The Board encourages teachers to continue to broaden their knowledge and skills through further graduate study. To this end the Board agrees to reimburse a teacher, upon proper application, for tuition required to earn graduate credits in courses related to the teacher's teaching areas or other courses approved in advance by the Superintendent. To be eligible for reim-

bursment, the teacher must submit a transcript documenting satisfactory completion of such courses, along with receipts documenting tuition expenditures.

Such tuition shall be reimbursed for a maximum of ten (10) credits beyond the BA+18 required by law, and shall be limited to fifty per cent (50%) of the tuition charged by public universities in the State of Michigan. In the event a teacher selects a private institution, the reimbursement shall be fifty per cent (50%) of the amount derived from averaging the then current tuition charged by Western Michigan University, Michigan State University, and University of Michigan.

## ARTICLE XIX

### 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 XX

### 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. 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.
- C. A teacher shall be eligible to receive from the Board reimbursement for loss or damage to the teacher's personal property which is not covered by the teacher's personal insurance to the extent such loss arose out of and in the course of the discharge of the teacher's employment duties and was not the result of the negligence or misconduct of the teacher. The Board shall have no obligation to reimburse the teacher for any property whose presence on the premises of the Board was not reasonably necessary in the performance of the teacher's professional duties.



- D. Subject to applicable law and regulations a teacher shall have the right to use such physical force as may be authorized by the Board to maintain proper discipline or as may reasonably be necessary to take possession of any dangerous weapon from any student to the extent that such action is reasonably necessary to protect the safety of the teacher or the safety of other persons.

The teacher shall be furnished legal counsel at the expense of the Board to advise the teacher of the teacher's rights and obligations if such teacher shall have promptly reported any such assault to the Board.

- E. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher against a student and pursuant to the policies of the Board, the Board will provide legal counsel and render necessary assistance to the teacher in his defense.

## ARTICLE XXI

### 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 the Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.

It is understood that the creation of any rule, order, or regulation by the Board may not be processed as a grievance unless the rule, order, or regulation is in conflict with this Master Agreement.

- B. A teacher, group of teachers, or the Association, who believes that a grievance exists shall first discuss the matter informally with the building principal. If the complaint applies to more than one building or if the matter is such that the building principal does not have the power to grant the remedy requested, the discussion shall be with the Superintendent or his/her designee. Such discussion shall occur within ten (10) days from the time of the event or the time the grievant reasonably should have learned of the event.
- C. If the grievance is not resolved to the satisfaction of the grievant at the informal conference, the teacher or the Association may reduce the grievance to writing and submit it to the building principal within ten (10) days of the informal conference. If the grievance involves more than one building or if the building principal does not have the authority to resolve it, the grievance shall be submitted to the Superintendent or his/her designee. The grievance shall include the following information:

1. An identification of the grievant(s).
2. The facts on which the grievance is based.
3. The portions of the agreement or the policy allegedly violated.
4. The specific relief requested.
5. The date on which the grievance is filed.
6. The signature of the grievant or the appropriate officer of the Association.

- D. Within five (5) days of receipt of the grievance, the administrator with whom the grievance is filed or his/her designee shall meet with the Association in an effort to resolve the grievance. The administrator shall indicate said disposition of the grievance in writing within three (3) 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 (if initially filed with a Principal) or if no disposition has been made within three (3) school days of such meeting (or six [6] days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Superintendent. Within five (5) days the Superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting, and shall furnish a copy thereof to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within three (3) days of such meeting (or six [6] 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 (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in closed 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 (7) days thereafter. A copy of such disposition shall be furnished to the Association.
- G. 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 selected by the parties in accordance with the rules of the American Arbitration Association, which rules shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.
- H. The fees and expenses of the arbitrator shall be divided equally between the Board of Education and the Association.
- I. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, the teacher shall be reinstated with full reimbursement of all professional compensation lost. If said teacher 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/her.

In case of dismissal of first year, non-experienced probationary teachers, the Association shall have access to advisory arbitration only. The parties agree to expedite advisory arbitration so that within thirty (30) days of the Board's recommendation for dismissal or as soon as possible, the arbitrator renders his/her decision.

- J. The grievance procedure herein set forth shall not apply to any grievance in which proceedings are pending before any administrative tribunal, agency or court.
- K. 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 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- L. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, the teacher 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 XXII

### CONFERENCE COMMITTEE

- A. A Conference Committee is hereby created for the purpose of administering the terms of the contract, keeping both parties informed of changes and new developments, keeping the buildings operating at peak efficiency, and addressing potential problems in an effort to keep such matters from becoming major in scope.
- B. The committee shall consist of up to three (3) members designated by and including the superintendent and up to three (3) members designated by and including the Association president; either party may designate an additional representative.
- C. Either party can request a meeting of the Conference Committee. An agenda shall be submitted with the request; unless otherwise mutually agreed, matters taken up at the conference shall be limited to those on the agenda.
- D. The meetings shall be held at times and places mutually agreed upon.
- E. It is agreed that an attempt to resolve a matter through the Conference Committee in no way constitutes a waiver of the rights of the Association or of any employee provided under the grievance procedure or under any statute or other regulation. It is further agreed that during the period that the parties are endeavoring to reach a fair and reasonable solution to a problem, the time limitations for filing grievances on the matter are suspended.
- F. The details of any resolution of a problem situation agreed upon by the parties shall be reduced to writing and the understanding initialed by the parties.

- G. Recognizing that the purposes of the committee can best be accomplished through frequent open and frank communication between key administrators and leaders in the Association, the parties will attempt to convene the committee at least once per month, to the extent possible and practicable, even though there may be no perceived problem requiring attention.

#### ARTICLE XXIII

##### NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in the Agreement shall remain in effect 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 ratification by the Association the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate, including the imposition by the Association of professional sanctions to discourage teachers from working in the absence of an Agreement between the two parties.

#### ARTICLE XXIV

##### MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to the Agreement.

- B. Copies of this Agreement shall be printed at the expense of the Association and presented to all teachers now employed and hereafter employed by the Board within ten (10) days of the opening of the school year or within thirty (30) days of the ratification of this contract, whichever is the latest of these two dates. Twenty (20) copies shall be provided the Association for its use.
- C. An Administrator shall not be scheduled to teach. For purposes of this provision, administrator shall refer to the Superintendent and each building principal.
- D. Paychecks 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. Teachers desiring their summer pay in a lump sum will submit a letter stating such no later than May 15. The lump sum payment will be included in the first June paycheck or paid promptly upon the satisfactory completion of all contractual services for the regular school year, whichever is later.

#### ARTICLE XXV

##### SEVERANCE PAY

The severance pay provisions of prior contracts are hereby rescinded, except that teachers employed in the Athens Area Schools on June 1, 1987, shall, upon retirement from the Athens Area Schools, have the choice of the severance pay provision in Article XXIV "Severance Pay" of the 1986-87 "Master Agreement," or the choice of the provisions of Article X "Paid Leaves Of Absence" of the 1987-88 Agreement. Persons employed after June 1, 1987, shall not have the "Severance Pay" option. For reference, the 1986-87 "Severance Pay" article states:

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 \$2,200.00. The average salary shall be multiplied by .01 and the product multiplied by the number of years taught in Athens.

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 XXVI

CONTRACT INTERPRETATION

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition of invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

A. Definitions. Except as otherwise expressly provided in this Agreement, the words and phrases hereinafter set forth shall have the following meaning:

1. Association means the Athens Education Association.
2. Day means a day when the school is open and teachers are scheduled to report for duty, except that during a summer recess, day means a regular business day excluding holidays and weekends.
3. Emergency means a sudden and unforeseen combination of circumstances or the resulting state therefrom.
4. Party means the Board or SCUBA.
5. Part-time Teacher means a teacher regularly employed under contract for less than a full work week or full work day. The fringe and leave benefits of a part-time teacher shall be proportionately reduced.
6. Teacher means a member of the bargaining unit. Reference to male teachers shall include female teachers.

B. General Interpretation. This Agreement shall be interpreted in accordance with the following understandings, namely:

1. Captions. Captions are included only for convenience of reference and shall not modify in any way any of the provisions herein.
2. Other Rights. Nothing in the Agreement shall deny or restrict any right guaranteed to a teacher under applicable laws or regulations. The rights of either party or of a teacher to any benefit shall be determined solely by terms of the Collective Bargaining Agreement in effect at the time such benefit is claimed, it being expressly intended that the parties shall have the unrestricted right to delete, add, or modify any provision of this Agreement shall be subject and subordinate to any subsequent change.
3. Subordination. Any individual contract or letter of agreement between the Board and the teacher for the performance of duties which are subject to the terms of this Agreement shall be subject and subordinate to the provisions hereof.

4. **Supersession.** This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with its terms.
5. **Exclusivity.** The Board agrees not to negotiate with any teacher's organization other than SCUBA for the duration of this Agreement.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall become effective August 26, 1989, and shall continue in effect until Midnight, August 25, 1991. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

SOUTH CENTRAL UNIFIED  
BARGAINING ASSOCIATION

ATHENS AREA SCHOOLS  
Branch, Calhoun, Kalamazoo, and  
St. Joseph Counties

By Thomas E. Chisholm 8/14/89  
Its President

By Paul P. Frederick  
Its President, Board of Education

By Carol Lee Sykes  
Its Negotiations Chairperson

By Theodore G. Fultz  
Its Negotiations Chairperson



SCHEDULE A

BASIC COMPENSATION

A. Salary Schedule - 1989-90

<u>Years</u> <u>Exp.</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+18</u>	<u>MA</u>
0	\$19,545	\$19,898	\$20,292	\$20,931
1	20,140	20,627	21,142	21,838
2	20,730	21,359	21,990	22,744
3	21,325	22,090	22,841	23,658
4	21,919	22,820	23,689	24,566
5	22,509	23,553	24,540	25,473
6		24,284	25,390	26,382
7		25,013	26,240	27,291
8		25,744	27,088	28,201
9		26,476	27,939	29,110
10		27,205	28,789	30,019
11		27,939	29,638	30,927
12		28,668	30,489	31,835
13		29,398	31,336	32,843

Those teachers who would receive no increment increase for the 1989-90 school year will receive an additional \$600.00 after the 13th step, or \$700.00 after 7 years without an increment (i.e., after 20 years of service credit).

B. Salary Schedule - 1990-91

<u>Years</u> <u>Exp.</u>	<u>BA</u>	<u>BA+10</u>	<u>BA+18</u>	<u>MA</u>
0	\$20,620	\$20,993	\$21,408	\$22,082
1	21,248	21,761	22,304	23,039
2	21,871	22,534	23,199	23,995
3	22,498	23,305	24,097	24,959
4	23,124	24,075	24,992	25,917
5	23,747	24,849	25,890	26,874
6		25,619	26,787	27,833
7		26,389	27,684	28,792
8		27,160	28,578	29,752
9		27,932	29,476	30,711
10		28,701	30,372	31,670
11		29,476	31,268	32,628
12		30,244	32,166	33,586
13		31,015	33,059	34,649

Those teachers who would receive no increment increase for the 1990-91 school year will receive an additional \$600.00 after the 13th step, or \$700.00 after 7 years without an increment (i.e., after 20 years of service credit).

SCHEDULE B

FRINGE BENEFITS

- A. Hospital and Medical Insurance. Each teacher shall have the right to select one (1) of the following plans, namely:

PLAN A: Except as hereinafter provided, the Board agrees to contribute to MESSA Super Med 2 with MESSA-Care Rider (or equivalent coverage by another carrier agreed upon by both parties), without options as follows: 100% premium contribution per month for the bargaining unit member and his/her entire family and any other eligible dependents as defined by MESSA.

PLAN B: The Board will contribute to each teacher not electing Plan A a sum not to exceed the premium contribution for an individual teacher for the purchase of one or more of the following MESSA benefits, or equivalent benefits offered by carriers agreed upon by both parties:

Short term disability insurance  
Hospital confinement indemnity insurance  
Long term disability income insurance  
Additional term life insurance  
Survivor income insurance  
Dependent life insurance

- B. Dental Insurance. Except as hereinafter provided, the Board agrees to provide each teacher with MESSA Delta Dental Care Plan "C03" coverage at its expense.
- C. Vision Insurance. The Employer shall provide without cost to the bargaining unit member MESSA Vision Service Plan 1 for all bargaining unit members and their eligible dependents as defined by MESSA.
- D. The insurance benefits set forth in Sections A, B and C above shall be subject to the following terms and conditions:
1. Insurance benefits are provided in accordance with the underwriting rules and regulations set forth in the respective Master Contracts issued by the carriers to the Board.
  2. If a teacher shall not complete the contract year, the Board's obligation to contribute insurance premiums shall terminate at the end of the calendar month in which the obligation of the Board to pay compensation to the teacher terminates.
  3. If a teacher provides professional services for the entire school year, the Board's insurance contribution shall extend for twelve (12) calendar months beginning October 1 and terminating September 30.
- E. The number of companies/plans which the school will make annuity deductions from will remain the same as of June 1, 1984. Employees participating in annuity programs must choose from the current plans in existence within the district provided, however, the parties may agree to substitute a new company for one of those presently existing.

SCHEDULE C

EXTRA-CURRICULAR PAY SCHEDULE

Duties	Years of Experience/Rates				
	1	2	3	4	5
Director of Athletics	22%	23%	24%	25%	26%
Assistant	6	7	8	9	10
Football - Varsity	9	10	11	12	13
Assist. Varsity	6	7	8	9	10
J.V. Head	6	7	8	9	10
Assist. J.V.	4	5	6	7	8
Basketball - Varsity	9	10	11	12	13
J.V.	6	7	8	9	10
9th	5	6	7	8	9
8th	4	5	6	7	8
7th	4	5	6	7	8
Wrestling	9	10	11	12	13
Asst. Varsity	6	7	8	9	10
Volleyball - Varsity	9	10	11	12	13
J.V.	6	7	8	9	10
Track - High School	9	10	11	12	13
Middle School	4	5	6	7	8
Softball/Baseball	9	10	11	12	13
Chess - High School	3	4	5	6	7
Cheerleading - High School	6	7	8	9	10
Middle School	3	3.5	4	4.5	6
Class Sponsors: Senior	3.0% per sponsor; maximum of 2 sponsors				
Junior	3.0 per sponsor; maximum of 2 sponsors				
Sophomore	1.5 per sponsor; maximum of 2 sponsors				
Freshman	1.5 per sponsor; maximum of 2 sponsors				
Yearbook: High School	2.75				
Middle School/Elementary	3.0				
Student Council: High School	5.75				
Middle School	1.5				
Health Careers Club	1.0				
Varsity Club	2.0				
Spanish Club - High School	.5				
Vocal	1.0 per building				
Band	8.0				
6th Grade Camp (3)	1.5				
Driver Education	\$13.50 per hour - 1989-90				
	14.00 per hour - 1990-91				

NOTE: The list of extra-curricular activities shown above is subject to change and is not a guarantee that the District will be able to offer the listed activities. Finances and interest (both student and sponsor) affect offerings.

The aforesaid extra-curricular activities shall be subject to the following terms and conditions:

1. No teacher shall earn tenure in any extra-curricular position, and assignments may be made or terminated for reasons satisfactory to the Board.
2. No teacher may serve as head coach in more than three (3) sports per year.
3. Each teacher who is assigned an extra-curricular coaching activity shall be evaluated by the appropriate principal and the Athletic Director in writing each year. A post-evaluation conference shall be held prior to the issuance of extra-curricular assignments for the following year.
4. Each coach shall be responsible for making pre- and post-season inventories, and for submitting recommendations concerning the purchase of new or replacement equipment and supplies within thirty (30) days after completion of the applicable sports session. The Athletic Director shall be responsible for keeping each coach informed concerning the status of his recommendations.
5. Extra-curricular compensation shall be paid in substantially equal installments beginning with the pay period following which the teacher first provides services in the assigned activity and continuing through the last pay period in the fiscal year.
6. Compensation for all extra-curricular activities shall be computed by multiplying the BA base rate (Step "0") by the applicable percentage rates hereinbefore set forth.
7. Percentage rates for new Schedule "C" activities shall be determined by mutual agreement of the parties.
8. Extra-curricular assignments for the next school year shall be made whenever possible prior to the end of the current school year.
9. Credit will be given for previous interscholastic coaching experience within each sport for grades 7-12.

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.
 

Between the High School and Middle School each day:	\$ 54 per year
Between East Leroy and High School or Middle School each day:	\$390 per year
Three buildings per day:	\$444 per year
- B. All teachers shall be paid at the rate of twenty (\$.20) cents per mile for all authorized school business in which they use their own car. Such use shall be approved by the Superintendent of Schools, in writing, prior to use on the form provided.

APPENDIX 1

1989-90 SCHOOL CALENDAR

Friday	Aug. 25	Teacher's Report	No Students
Monday	Aug. 28	First Day for Students	
Monday	Sept. 4	Labor Day	No School
Monday	Oct. 16	In-service	No Students
Thursday	Oct. 26	Parent-Teacher Conferences	Students 1/2 Day
Friday	Oct. 27	Parent-Teacher Conferences	No Students
Thursday	Nov. 23	Thanksgiving	No School
Friday	Nov. 24	Day after Thanksgiving	No School
Thursday	Dec. 21	Last Day before Winter Break	
Wednesday	Jan. 3	School Re-opens after Winter Break	
Friday	Jan. 19	End of First Semester	
Friday	Jan. 19	Recording Day	Students 1/2 Day
Thursday	Mar. 15	Parent-Teacher Conferences	Students 1/2 Day
Friday	Mar. 16	Parent-Teacher Conferences	Students 1/2 Day
Friday	Mar. 30	Last Day Before Spring Break	
Monday	Apr. 9	School Re-opens after Spring Break	
Friday	Apr. 13	Good Friday	No School
Monday	May 28	Memorial Day	No School
Wednesday	May 30	Recording Day	Students 1/2 Day
Thursday	May 31	Recording Day	Students 1/2 Day
Friday	June 1	Recording Day	Students 1/2 Day

Contingency Days

In the event the District is required by statute to reschedule days missed because of inclement weather or other Acts of God, such days shall be made up as follows: Good Friday (1/2 day) and days immediately following the last attendance day. Teachers will not receive additional reimbursement for rescheduled days.

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1989-90 calendar (cont'd)

<u>Month</u>	<u>No. of Days</u> <u>Instruction</u>	<u>Month</u>	<u>No. of Days</u> <u>Instruction</u>
August	4	February	20
September	20	March	22
October	20	April	15
November	20	May	22
December	15	June	<u>1</u>
January	21		180

1990-91 calendar to follow 1989-90 calendar as closely as possible; specifics to be determined by mutual agreement of the parties.

APPENDIX 2

MILEAGE REQUEST FORM

Name \_\_\_\_\_

Date of Mileage \_\_\_\_\_

Reason \_\_\_\_\_

\_\_\_\_\_

Approved \_\_\_\_\_ Superintendent \_\_\_\_\_

Denied \_\_\_\_\_ Date \_\_\_\_\_

If approved, complete the following and return to Administrative Office:

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	Ann Arbor	87
Quincy	25	Grand Rapids	93
Jonesville	36	Sturgis	25
Homer	26	Jackson	55

If location is not listed, compute actual mileage.

ADDENDUM - ATHENS TEACHER'S CONTRACT

ARTICLE V

TEACHING HOURS AND CLASS LOAD

A. Teachers shall be in their assigned buildings, fifteen (15) minutes before the start of their school day. It shall be the teacher's responsibility to advise the principal of his or her tardiness.

C. 

<u>High School</u>	<u>Middle School</u>	<u>Elementary</u>
7:50 am - 2:10 pm	7:45 am - 2:05 pm	8:40 am - 3:00 pm

SOUTH CENTRAL UNIFIED  
BARGAINING ASSOCIATION

ATHENS AREA SCHOOLS  
BRANCH, CALHOUN, KALAMAZOO,  
AND ST. JOSEPH COUNTIES

By Thomas E. Chubak 9/11/89  
Its President

By Paul J. Fredericks  
Its President Board of Education

By Carol LeSybema  
Its Negotiations Chairperson

By Patricia Shepler  
Its Negotiations Chairperson



