

**MASTER  
AGREEMENT**

*Between the*

ATHENS BOARD OF EDUCATION

*and the*

ATHENS EDUCATION ASSOCIATION,  
MEA-NEA

July 1, 2019 - June 30, 2023

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## **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT is made as of the date set forth below by and between the ATHENS AREA SCHOOLS, Branch, Calhoun, Kalamazoo, and St. Joseph Counties, Michigan, acting through its Board of Education (the "Board") and the ATHENS EDUCATION ASSOCIATION (the "Association");

### **ARTICLE 1 - PURPOSE AND RECOGNITION**

- A. Purpose. The general purpose of this Agreement is to set forth the terms and conditions of employment for bargaining unit employees 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 the Athens Education Association 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. All non-full time (meaning part-time) certified K-12 teachers shall be entitled to compensation and benefits equal in proportion to their part-time status.

### **ARTICLE 2 - DISTRICT RIGHTS**

The District retains all rights, powers, and authority vested in it by the laws and Constitutions of Michigan and the United States. All Board policies or powers which have been properly exercised by the Board, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions, subtractions, or revisions made by the Board remain unaffected by this Agreement and in full force and effect unless changed by the Board. 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 including the establishment of policy being manifestly recognized and intended to convey complete power in the Board shall be limited by express provisions of this Agreement and the Michigan Public Employee Relations Act, MCL 423.201 et seq.

Rights reserved exclusively by the Board which shall be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or to the consequence of such action during the term of this Agreement and shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the District's business, equipment, and 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 or days.
3. 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 or changes and the institution of new and/or improved methods or changes.
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 3 - ASSOCIATION AND TEACHER RIGHTS**

- A. Pursuant to the Michigan Public Employment Relations Act, 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 Michigan laws, the Board will not directly or indirectly

discourage, 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 as to wages, hours, or other terms or conditions of employment by reason of the teacher's membership in the Association, the teacher's participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise as 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 Board policy.
- C. Duly-authorized Association representatives and their respective affiliates shall be permitted to transact official Association business on school property before the regular start time for teachers or after such closing time stated in this Agreement. No Association business shall be transacted on school grounds during the regularly-scheduled school day, except during duty-free lunch.
- D. A duly authorized Association representative 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 computers, printers, 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/her 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, including email, 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 will 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 discrimination as to the professional employment of such teachers. Consistent with the NEA Code of Ethics for Professional Staff the private and personal life of any teacher is not within the appropriate concern or attention of the Board.
- I. 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, ethnicity, religion, color, national origin, age, sex, or marital status.

#### **ARTICLE 4 - 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, at least ten (10) minutes after their students have been dismissed for the day.
- B. This Agreement does not prevent the administration from allowing a teacher to leave early for an emergency or excusing a teacher's tardiness without penalty for an emergency.
- C. The class schedule in the junior/senior high school shall consist of one (1) duty-free preparation (prep) period of fifty-five (55) minutes per day. The class schedule in the elementary school shall consist of a total of two hundred and seventy-five (275) minutes per week of duty-free prep time. In the areas of art, music, and physical education; the normal

teaching load shall not exceed two hundred (200) student contact hours per day.

If the Board deems it necessary to change the secondary schedule to a seven (7) hour day, planning would be a continuous fifty (50) minute span of time for secondary teachers. If the schedule structure requires a six (6) hour day or any other configuration, the Association will discuss the matter with the Board's representatives and after reaching a mutual agreement will sign a letter of agreement to implement the necessary changes.

Jr./Sr. High School

7:30 a.m. - 2:20 p.m.

Elementary School

8:30 a.m. - 3:20 p.m.

Schedules of traveling teachers will be arranged in such a way as to result in the same length of day as other teachers.

The above times will be modified, if necessary, to comply with the requirements found in the Michigan State School Aid Act. Any modification to Section C shall be addressed by the parties before the end of the preceding school year.

- D. All teachers shall be entitled to a duty-free, non-interrupted lunch period of not less than thirty (30) minutes per day.
- E. A teacher assigned to teach during the normal preparation period shall be compensated at his/her hourly rate.
- F. If school is 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 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 is reasonably unable to report to work or is unable to report to work at the



scheduled time may be authorized to take leave time if such teacher has notified the central office no later than 8 a.m.

- G. 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. If a teacher is unable to substitute because of illness, a leave day shall be deducted. If the teacher does not agree to substitute, the teacher shall be considered absent and shall be docked a leave day or a day of pay if he/she has no leave.
- H. Each teacher shall provide the building principal a three (3) day emergency file, which shall include appropriate lesson plans for each teacher's class or subject. This emergency file shall be submitted to the main office. Each individual file shall be updated as needed.
- I. Teachers are responsible to maintain current weekly lesson plans in the classroom and shall present these lesson plans to the principal upon request.
- J. The Association and the Board believe that an essential part of teaching in the Athens Area Schools is meeting with students, staff members, and parents from time to time, before and after the normal contractual day. Individual teachers shall be expected to honor reasonable requests to meet outside their normal working hours.

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#### **ARTICLE 5 - SPECIAL STUDENT PROGRAM**

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- A. The parties recognize that children with qualified disabilities may require specialized classroom experiences in accordance with the requirements of Federal and State law for providing a Free and Appropriate Public Education (FAPE) in a Least Restrictive Environment (LRE). Attention will be given to reducing class size where students are placed in the regular classroom.
- B. The parties acknowledge that the standard of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual student with a disability should participate in regular education programs and services involves considerations of that student's unique needs as determined by an Individualized Educational Program Team (IEP Team). Although the special education student's participation and right to participate in regular education programs and services cannot be affected by this Agreement, the District will consider



how the special education student's placement will affect teachers when determining that student's placement.

- C. The District shall determine the need for a teacher who will be providing instructional or other services to a special education student to participate in the IEP Team meeting which may initially place (or continue the placement of) the student in a regular education classroom. The District shall provide release time if the District directs or authorizes a teacher to attend an IEP Team meeting which is scheduled during a time the teacher is assigned to teach a class.
- E. If any teacher has a reasonable basis to believe that a student's current Individualized Education Program (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal in writing.
- F. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a special education student.
- G. Medically Fragile Students
  - 1. If a teacher will be providing instructional or other services to a medically fragile student, the teacher, or another adult who will be present when the instruction or other services are being provided, will be advised of the steps to be taken if an emergency arises related to the student's medical condition.
  - 2. No teacher will be required to provide services of a medical nature to a medically fragile student without being trained to provide the services, unless the services are necessitated by emergency.
  - 3. On a case-by-case basis, the District will determine what training and other support should be provided to a teacher who will be providing instructional or other services to a medically fragile student.
  - 4. When a general education classroom teacher is assigned a student from a special education program for severely impaired students (OHI, PI, SXI, CI), the teacher shall not be expected to perform routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions nor render routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired condition. The teacher shall be informed and instructed as to emergency

measures which may be necessary on occasion due to the student's impaired condition.

Otherwise, it shall be the teacher's responsibility to implement the student's IEP for attending to the educational needs of the student while in the teacher's class.

## **ARTICLE 6 - TEACHING CONDITIONS**

The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is the goal of both the Association and the Board.

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

	<u>Maximum</u>
1. <u>Elementary (K-5)</u>	
Kindergarten	22
First-Second Grade	22
Third-Fifth Grade	25
2. <u>Secondary (6-12)</u>	
6 <sup>th</sup> Grade Self-Contained	25
English	28
Social Studies	28
General Education	28
Mathematics	28
Science	24
Language	28
Health	28
Music	45
Physical Education	40
Art	25
Computers	30
3. <u>Special Education</u> - Numbers in this section refer to caseload.	
Resource Room Teacher -EL	23*
-Secondary	25*

\*Categorical Classrooms will follow the expectations for class size and caseload set forth by the CISD Plan.

4. 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. If a split class occurs, the default maximum will be the maximum class size of the lowest grade level.
6. If a class must exceed the above-stated maximums the 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 at an hourly rate of forty dollars (\$40) 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 (junior/senior school) and grade levels (elementary school). This standard shall not require students to be subsequently transferred if enrollment in a class or classes changes after students have been evenly distributed to address an overload.
  - d. The administration shall inform each teacher as to what date overages will be submitted. The District will give at least two (2) weeks prior notice of such a date.

A teacher shall not receive compensation if 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 allow for a storage area for professional teaching reference material in each school in the District.

- C. The Board will make available in each school adequate duplicating facilities. The reproduction of copyrighted materials is 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 securable space for each teacher to store coats, overshoes, and personal articles.
  3. Chalkboard and/or dry erase or white board 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. Key to each teacher for classroom.
  8. All teachers will receive an entry device to the building they work in and access to copy, duplicating, and printing facilities beyond the regularly scheduled work day. Teachers may only access the school buildings from 6 a.m. to 11 p.m. on any given day, unless special prior authorization is given by administration.
- 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. 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 has no responsibility for the maintenance or security of such machines and the Association shall save the Board harmless from all connected expenses. 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.

11. Teachers are entitled to function in an environment as free from hazards as can reasonably be provided. In this regard, and in accordance with state law and Michigan OSHA Standards, the Board will provide reasonable and adequate protection to the lives, safety, and health of its employees.

## **ARTICLE 7 - VACANCIES, PROMOTIONS, AND TRANSFERS**

- A. 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 basis until the end of the normal school year at which time the position will be considered vacant.
- B. Any teacher who is transferred to a supervisory or executive position and later returns to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement before such transfer to supervisory or executive status.
- C. The Superintendent's office will maintain a teacher transfer request form on which a teacher may request a transfer to another teaching position for the Fall term, if such a position becomes vacant. The requesting teacher must submit the completed form to the Superintendent before the end of the school year.

## **ARTICLE 8 - PAID LEAVES OF ABSENCE**

- A. At the beginning of each school year, each teacher shall be credited with thirteen (13) leave days. All current sick and business days will be rolled into leave days. Unused days will be capped at ninety (90) days for teachers hired after August 1, 2002. Unused days may accumulate without limit for teachers hired before August 1, 2002. Each teacher shall be notified annually in writing before the end of September each year of the total number of unused leave days accumulated. Once a teacher has accumulated more than ninety (90) unused leave days, a teacher may cash in those days that exceed ninety (90) unused leave days, at fifty percent (50%) of the daily substitute pay rate in effect at the time the teacher chooses to cash them in. The request to cash in unused leave days must be made before May 15<sup>th</sup> and will be paid during the first pay period of June.

No more than forty (40) unused leave days may be cashed in for any given school year.

Upon retirement or layoff from Athens Area Schools' employment, a teacher will be compensated for each unused leave day at a rate of sixty dollars (\$60) per day. Bargaining unit employees will have the option of cashing out leave days under this provision when laid off, but days paid out will no longer exist for an employee who may be recalled to service. Days must be requested by September 30 of the year in which the teacher's retirement or layoff occurs.

- 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 leave days to a common Sick Bank administered by the Association. Teachers who have exhausted their leave because of long-term illness or disability may request leave from the Sick Bank in increments of no more than thirty (30) additional leave days to a maximum of one hundred eighty (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 denying 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 who is unable to teach more than five (5) consecutive work days because of illness or disability shall submit a statement from a physician documenting the illness/disability and 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 leave days, and the Board shall pay to such teacher the difference between his/her salary and benefits received under the Michigan Worker's Compensation Act for the duration of such absence but no longer than six (6) months.
- E. The District subcontracts with a service company for substitute teachers. The District shall inform teachers of the preferred method they must use to schedule absences and to arrange for a substitute teacher. The teacher will then communicate to the building administrator the job number assigned by the service company. In an emergency, the teacher may call the central administrative office before 6:30 a.m. to secure a substitute teacher for the day. It shall be the responsibility of each teacher to promptly report his/her unavailability for work each day of his/her absence.

Requests for leave shall be made no less than forty-eight (48) hours in advance, except in an emergency. Leave days shall be used only for illness and/or 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 leave 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 leave benefits, shall result in loss of pay for day(s) involved.

(1) 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 designee before the scheduled date. The teacher shall return to his/her duties whenever attendance in Court is not actually required.

II. 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 teacher's absence shall not materially interfere with the discharge of the teacher's responsibilities.
2. Except for good cause, request for a leave day shall be made in writing to the Superintendent not less than five (5) working days before 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.
5. The Association shall reimburse the District on a current basis those sums paid to the Office of Retirement Service for Association release time.

I. A teacher will be granted up to five (5) days of additional leave time, for each occurrence, for a death in the teacher's immediate family, which shall include the teacher's mother, father, spouse, mother-in-law, father-in-law, child, sibling, step-parent, step-child, grandparent, grandchild, and step-grandchild. In the event of the death of a biological first aunt, first uncle, a teacher shall be granted one (1) day of leave time. Request for funeral leave time for persons other than family listed in this section may be granted at the discretion of the Superintendent for that day only.



## **ARTICLE 9 - 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 District or for other reasons not otherwise provided in this Article. In determining whether to grant such leave, the Board shall consider the District's staffing needs and the availability of a certified and qualified replacement to ensure 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 at the Board's discretion 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, or Job Corps as a full-time participant in such program; provided said teacher states his/her intent to return to the District. Upon return from such leave, a teacher shall be placed at the same position of the salary schedule as if he/she had taught in the District during such period.
- D. A uniformed services leave of absence may be granted to any teacher who is inducted for uniformed services duty or enlists for one tour of duty in any branch of the uniformed services of the United States, as provided by the Uniformed Services Employment and Reemployment Rights Act. 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 (MEA) or National Association (NEA) or on its staff. Upon return from such leave such teachers shall be placed at the same position of the salary schedule as he/she would have been had he/she taught in the District 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 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. Sabbatical leaves shall be granted on the Superintendent's recommendation.

i. A teacher who has been granted an unpaid leave of absence shall not be entitled to accrue leave days pursuant to Article 9.A. 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.

ii. On the termination of an unpaid leave, the teacher shall be placed in the position which the teacher held before such leave; provided, however, that if the position no longer in exists, 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. 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 before 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 10 - PERSONNEL FILES**

i. A notice of complaint against a teacher that is not substantiated shall not be placed in a teacher's personnel file.

ii. A personnel file, available upon request, shall be maintained by the District and contain the following including but not limited to:

1. Medical information as required by law 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.

Such items shall be the property of the 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.

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**ARTICLE 11 - PROFESSIONAL BEHAVIOR**

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- A. Teachers are expected to comply with reasonable rules, regulations, and directions adopted by the Board or its representatives which are not inconsistent with 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 NEA Code of Ethics for Professional staff is considered by the Association to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of such NEA Code of Ethics for Professional staff
- 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 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.

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**ARTICLE 12 - PROFESSIONAL IMPROVEMENT**

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- 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 or a Schedule C assignment. 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 District.

### **ARTICLE 13 - 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 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 14 - SENIORITY AND UNEMPLOYMENT COMPENSATION**

- A. A teacher shall be eligible to receive any benefits which were earned but not yet paid before the layoff, including applicable fringe benefits. The Board will 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 before the expiration of such three (3) month period, the Board's obligation to pay premiums shall terminate as of the date on which the teacher begins such employment.
- B. 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 to determine 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.

- C. A teacher who is laid off and 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 same or similar teaching position at the beginning of the next school year will be paid according to an annual salary rate for the position assigned, such that his/her unemployment compensation plus that annual salary rate for the position assigned will be equal to the rate of salary he/she would have earned for the school year for the position assigned had he/she not been laid off, subject to the following conditions:
1. Except as noted in #3, 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. Except as noted in #3, 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.
  3. This provision does not permit a recalled teacher to receive the same salary rate as the previous school year if that teacher has been recalled for less time than previously served.

#### **ARTICLE 15 - 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 have established 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 will not during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by the Michigan Public Employment Relations Act.

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

## ARTICLE 16 - PROFESSIONAL COMPENSATION

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

B. A teacher's hourly rate is 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" of this Agreement shall be compensated in accordance with this Article.

D. If requested in writing by an administrator, a teacher chaperoning a pep bus will be paid \$10 per trip if the destination is less than thirty (30) miles or \$20 per trip if the destination is thirty (30) miles or more.

16. The Board encourages teachers to continue to broaden their knowledge and skills through further graduate study. To this end, the Board will reimburse a teacher, upon proper application, for tuition required to earn graduate credits in courses related to the teacher's instructional areas or other courses approved in advance by the Superintendent. To be eligible for reimbursement, 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 twenty (20) credits beyond the BA+18 required by law, and shall be limited to fifty percent (50%) of the tuition charged by public universities in the State of Michigan. If a teacher selects a private institution, the reimbursement shall be fifty percent (50%) of the amount derived from averaging the then-current tuition charged by Western Michigan University, Michigan State University, and the University of Michigan.

17. If a teacher earns a second Master's Degree while employed by the District, the Board will compensate the teacher with a one-time stipend

of \$1,500. If a teacher earns a Doctorate Degree while employed by the District, the Board will compensate the teacher with a one-time stipend of \$3,000. If a teacher completes National Board Certification while employed by the District, he/she shall receive a one-time stipend of \$2,250. The stipend will be conveyed after proper and official transcripts, or documentation are presented to the District for inclusion in the teacher's personnel file.

- G. A teacher accepting a course of independent study during his/her prep period shall be compensated at one third (1/3) of that teacher's hourly rate for one (1) to three (3) students. A teacher accepting a course of independent study during his/her prep period for more than three (3) students shall be compensated at one half (1/2) of that teacher's hourly rate. A course of independent study may only be taught during a teacher's prep period and only one (1) independent study course may be taught per semester by a teacher. The Association President, the affected teacher(s), and the building Principal must give prior approval of an independent study at their earliest convenience.
- H. Section G of this Article does not apply to a teacher accepting a teaching assistant/student aide. Accepting a teaching assistant/student aid is strictly voluntary.
- I. To comply with MCL 380.1250 of the Revised School code, the Athens Area School Board of Education will, by policy or resolution, establish a merit pay system to reward teachers for a job performance and job accomplishments.

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#### **ARTICLE 17 - SPECIAL CIRCUMSTANCES**

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##### **A. Mentor Teacher**

- 1. Pursuant to Section 1526 of the Revised School Code, each probationary teacher must be assigned to a mentor who shall serve as an advisor to the probationary teacher. For each probationary teacher, a mentor shall be appointed by the school administration. The mentor selected shall consent to the appointment.
- 2. The mentor shall assist the probationary teacher during the term of the appointment.
- 3. Upon submission of notification to the building administrator that they were a mentor teacher and met the requirements to be a mentor teacher they will receive a stipend of \$200 per school year in the final pay period of that school year. Mentor must have



provided the necessary paperwork, with appropriate administrative approval.

4. The mentor teacher shall be a tenured teacher. The mentor and mentee must meet at least two (2) hours per month in September, October, November, and December. The mentor and mentee must meet at least one (1) hour per month in January, February, March, and April. The mentor and mentee must submit a report that includes dates and times of meetings. The meetings may take place during prep periods, before and after school, or during lunch. The meeting time and place must be mutually agreed upon by the mentor and mentee.

- B. Supervision by a teacher of a student teacher shall be voluntary and no teacher shall supervise more than one (1) such student teacher simultaneously.

#### **ARTICLE 18 - STUDENT DISCIPLINE AND TEACHER PROTECTION**

- A. Whenever it appears that a particular student 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 as to that student.
- B. ***Under the Michigan Revised School Code MCL 380.1309*** a teacher may exclude a student from one (1) 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 teacher's intention to exclude. The school principal may deny an exclusion if it involves more than one (1) successive day. 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 up to five hundred dollars (\$500) 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 District's premises was not reasonably necessary in the performance of the teacher's professional duties. At the beginning of each school year teachers shall file a list of personal items with the building administrator

that they may bring to school as per this Article. The list may be updated as needed.

- D. Subject to applicable law and regulations, a teacher shall have the right to use such reasonable physical force as authorized by Section 1312 of the Revised School Code, MCL 380.1312.
- E. The teacher shall be furnished legal counsel at the expense of the Board to advise the teacher of the teacher's rights and obligations under the Michigan Revised School Code MCL 380.1312 if the teacher promptly reported any such incident to the Board.
- F. 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 reasonable assistance to the teacher in his/her defense, when requested in writing by the teacher. If a final decision issued by a court or administrative agency indicates the teacher's liability for this action, all costs of assistance rendered by the District to the teacher pursuant to this paragraph and not covered by the District's insurance carrier, shall be reimbursed by the teacher.

#### **ARTICLE 19 - PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as provided in this Article. However, a Board rule, order, or regulation involving a prohibited or illegal bargaining subject shall not be subject to the grievance procedure.

The creation of any rule, order, or regulation by the Board may not be processed as a grievance unless the rule, order, or regulation conflicts with this 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 designee. A written request for such discussion shall be submitted within ten (10) days from the time of the event. The discussion/informal conference shall be held within ten (10) days of the receipt of the written request for a conference.

If the grievance is not resolved to the grievant's satisfaction 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 (1) building or if the building principal does not have the authority to resolve it, the grievance shall be submitted to the Superintendent or designee. The grievance shall include the following information:

1. Identification of the grievant(s).
2. The facts on which the grievance is based.
3. The specific provisions of the Agreement or the Board rule, order or regulation allegedly violated.
4. The specific relief requested.
5. The date on which the grievance is filed.
6. The signature of the grievant(s) or the appropriate Association officer.

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 the disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy to the Association.

10. If the Association is not satisfied with the grievance disposition (if initially filed with a Principal) or if no disposition has been made within five (5) school days of such meeting (or six [6] days from the date of filing, whichever is later), the grievance shall be transmitted to the Superintendent. Within five (5) days the Superintendent or designee shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy to the Association.

P. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the five (5) day 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.

A written Demand for Arbitration must be filed with both the Superintendent's office and with the American Arbitration Association

not later than ten (10) days after issuance of the Superintendent's decision.

1. 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.
  2. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement.
  3. The arbitrator shall have no authority to issue a decision on the merits of the grievance which addresses a prohibited topic of bargaining.
  4. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
  5. The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct for such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.
  6. The Arbitrator's decision shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
  7. Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.
- G. The fees and expenses of the arbitrator shall be divided equally between the Board and the Association.
- H. If a teacher is 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.

- I. The grievance procedure shall not apply to any grievance in which proceedings are pending before any administrative tribunal, agency, or court.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. If 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 before the end of the school term or as soon thereafter as possible.
- K. If an individual teacher has a personal complaint which he/she desires to discuss with a supervisor, the teacher may 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 this Agreement. In the administration of the Grievance Procedure, the interests of the teachers shall be the sole responsibility of the Association.

## **ARTICLE 20 - CONFERENCE COMMITTEE**

- A. A Conference Committee is created for the purpose of administering the terms of this Agreement, 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) persons designated by and including the Superintendent and up to three (3) persons 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. 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 under the grievance procedure, statute, or other regulation. 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 Conference Committee can best be accomplished through frequent open and frank communication between key administrators and 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 21 - NEGOTIATION PROCEDURES**

- A. The terms and conditions of employment provided in this 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, matters may 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 before expiration of this Agreement or upon request of either party, negotiations will be undertaken for an Agreement covering the following school year.
- 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 District. While no final agreement shall be executed without ratification by the Association and the Board, 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.

#### **ARTICLE 22 - 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.

H. 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 Agreement's ratification, whichever is the latest of these two (2) dates. Twenty (20) copies shall be provided to the Association for its use.

C. Administrators may co-teach or guest lecture based on mutual agreement, or substitute on an emergency basis for a certified teacher, but will not be scheduled to teach on a permanent basis. For purposes of this provision, administrator refers to the Superintendent, Technology Director, Transportation Supervisor, Food Service Director, Financial Officer, and each building principal.

D. There shall be two (2) options available for issuing employee pay as follows:

1. A twenty-one (21)/twenty-two (22) pay basis whereby all school year earnings are paid in substantially equal bi-weekly installment allotments by the first June payment or paid promptly upon the satisfactory completion of all contractual services for the regular school year, whichever is later.
2. A twenty-six (26)/twenty-seven (27) pay basis whereby the teacher's pay is divided into substantially equal bi-weekly allotments.

Each year all teachers shall indicate, on a form provided by the Board, their choice for payment allotment for the upcoming year. This form must be submitted to the Superintendent's office no later than the last day of school or paychecks shall be issued on the same basis as the previous year or on a twenty-one (21)/twenty-two (22) pay basis if the teacher is a new employee.

II. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.15411 et seq. is authorized to reject, modify, or terminate this Agreement as provided in that Act.



## ARTICLE 23 - CONTRACT INTERPRETATION

Each provision 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 Association.
  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 an employee in the bargaining unit.
- 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 any of the Agreement's provisions.
  2. **Other Rights.** Nothing in the Agreement shall deny or restrict any right guaranteed to a teacher or the Board under applicable laws or regulations. The rights of either party or of a teacher to any benefit shall be determined solely by the terms of the 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,

which 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 this Agreement.

4. **Supersession.** This Agreement shall supersede any rules, regulations, or practices of the Board which are contrary or inconsistent with its terms.

5. **Exclusivity.** The Board agrees not to negotiate with any teacher's organization other than the Athens Education Association for the duration of this Agreement.

**ARTICLE 24 - DURATION OF AGREEMENT**


This Agreement shall become effective July 1, 2019, and shall continue in effect until midnight, June 30, 2023.

**Athens Area Schools EA**



Chuck Truex  
Athens EA Chief Negotiator/Date

**Athens Area Schools District**



Joe Huepenbecker,  
Superintendent/Date



Sandy Paeschs  
MEA UniServ Director/Date



Dennis Stanton  
Board President/Date

## SCHEDULE A - BASIC COMPENSATION

*4 years, 20 step scale, 1% on schedule each year, steps & lanes guaranteed*

20 Step Scale Based On 2018-2019 School Year

\*Current Scale Adjustments:

MA 2 \$37,700 to \$37,900

Steps 16-20 increase by \$800 (BA+18) and & \$850 (MA) over previous steps

### Salary Schedule 2019-2020

#### 2019-2020

Step	BA	BA+18	MA
1	33,300	34,946	36,562
2	34,441	36,562	38,279
3	35,552	38,178	39,996
4	36,663	39,794	41,713
5	37,774	41,410	43,430
6	38,885	43,026	45,147
7	39,996	44,642	46,864
8	41,107	46,258	48,581
9	42,218	47,874	50,298
10	43,329	49,490	52,015
11		51,106	53,732
12		52,742	55,449
13		54,338	57,166
14		55,954	58,883
15		58,146	61,206
16		58,954	62,065
17		59,762	62,923
18		60,570	63,782
19		61,378	64,640
20		62,186	65,499

**2020-2021**

Step	BA	BA+18	MA
1	33,633	35,295	36,928
2	34,785	36,928	38,662
3	35,908	38,560	40,396
4	37,030	40,192	42,130
5	38,152	41,824	43,864
6	39,274	43,456	45,598
7	40,396	45,088	47,333
8	41,518	46,721	49,067
9	42,640	48,353	50,801
10	43,762	49,985	52,535
11		51,617	54,269
12		53,269	56,003
13		54,881	57,738
14		56,514	59,472
15		58,727	61,818
16		59,544	62,686
17		60,360	63,552
18		61,176	64,420
19		61,992	65,286
20		62,808	66,154

**2021-2022**

Step	BA	BA+18	MA
1	33,969	35,648	37,297
2	35,133	37,297	39,049
3	36,267	38,946	40,800
4	37,400	40,594	42,551
5	38,534	42,242	44,303
6	39,667	43,891	46,054
7	40,800	45,539	47,806
8	41,933	47,188	49,558
9	43,066	48,837	51,309
10	44,200	50,485	53,060
11		52,133	54,812
12		53,801	56,563
13		55,430	58,115
14		57,079	60,067
15		59,314	62,436
16		60,139	63,313
17		60,964	64,188
18		61,788	65,064
19		62,612	65,939
20		63,436	66,816

**2022-2023**

Step	BA	BA+18	MA
1	34,309	36,004	37,670
2	35,484	37,670	39,439
3	36,630	39,335	41,208
4	37,774	41,000	42,977
5	38,919	42,664	44,746
6	40,064	44,330	46,515
7	41,208	45,994	48,284
8	42,352	47,660	50,054
9	43,497	49,325	51,822
10	44,642	50,990	53,591
11		52,654	55,360
12		54,339	57,129
13		55,984	58,696
14		57,650	60,668
15		59,907	63,060
16		60,740	63,946
17		61,574	64,830
18		62,406	65,715
19		63,238	66,598
20		64,070	67,484

**SCHEDULE B – FRINGE BENEFITS**

- A. Hospital and Medical Insurance. Each teacher shall have the right to select one (1) of the mutually agreed upon coverage plans.

PLAN B: The Board will contribute to each teacher not electing Plan A a cash option in an amount of five hundred dollars (\$500) per month on the conditions that: (1) the employee voluntarily and in writing opts out of the health benefits coverage; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The teacher may sign a salary reduction agreement for part or all of this cash option and use the Board's Section 125 plan to purchase a tax-deferred annuity.

- B. Dental Insurance. Except as hereinafter provided, the Board agrees to provide each teacher with MESSA Delta Dental Care coverage through MESSA.
- C. Vision Insurance. The Employer shall provide MESSA Vision Service Plan 3 (VSP3) for all bargaining unit employees 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 does 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 Board's obligation 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 September 1 and terminating August 31.
  4. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such, any claim disputes are not subject to the grievance procedure.
  5. Eligible employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.
  6. The Board, by payment of the premium payments required to provide the insurance coverage, shall be relieved from all liability as to the benefits provided by the insurance coverage described. The terms of any contract or policy issued by an insurance company shall control all matters including but not limited to benefits, eligibility, commencement, and termination of coverage.
  7. Employees selecting Plan A will pay twenty percent (20%) or the employee's hard cap share of medical premiums, as negotiated by the Association and the Board. Payments of employees' share of medical premiums shall be payroll deducted in two (2) equal



payments per month. The District will deduct employee health care premium cost utilizing a pre-tax conversion vehicle.

- 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 (1) of those presently existing.
- F. National or State Health Insurance: Should the District become obligated by state or federal law to contribute to or participate in a governmentally-sponsored insurance program, or provide different health insurance, or pay more toward health insurance for full or part-time employees under a state and/or national health insurance plan, the parties will meet to negotiate over the impact of such changes as soon as they are fully known.
- G. Each year when medical insurance rates become available, the Association and the Board will bargain in good faith the employer and employee share of medical premium (i.e., negotiate 80/20 or hard cap share under the Publicly Funded Health Contribution Insurance Act, MCL 15.561 et seq.. The District's contribution to the employee's medical benefit plan costs shall not exceed those amounts established by the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. As provided in that law, the District may deduct the employee's proportional cost of the medical benefit plan from compensation due to the employee.
- H. Future plans may be added from year-to-year by mutual Agreement.

**SCHEDULE C - EXTRA-CURRICULAR PAY SCHEDULE**

<b>Duties</b>	<b>Years of Experience/Rates</b>				
	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>
Director of Athletics	22.0%	23.0%	24.0%	25.0%	26.0%
<b>Basketball:</b>					
Varsity	9.0	10.0	11.0	12.0	13.0
J.V.	6.0	7.0	8.0	9.0	10.0
8th	4.0	5.0	6.0	7.0	8.0
7th	4.0	5.0	6.0	7.0	8.0
<b>Baseball:</b>					
Varsity	9.0	10.0	11.0	12.0	13.0
J.V.	6.0	7.0	8.0	9	10.0
<b>Cheerleading: High School:</b>					
Fall	4.5	5.0	5.5	6.0	6.5
Winter	4.5	5.0	5.5	6.0	6.5
J.V. Fall	3.0	3.5	4.0	4.5	5.0
J.V. Winter	3.0	3.5	4.0	4.5	5.0
8th	4.0	5.0	6.0	7.0	8.0
7th	4.0	5.0	6.0	7.0	8.0
<b>Cross Country:</b>					
Varsity	9.0	10.0	11.0	12.0	13.0
Jr. High	4.0	5.0	6.0	7.0	8.0
<b>Football:</b>					
Varsity	9.0	10.0	11.0	12.0	13.0
Assist. Varsity	6.0	7.0	8.0	9.0	10.0
J.V. Head	6.0	7.0	8.0	9.0	10.0
Assist. J.V.	4.0	5.0	6.0	7.0	8.0
<b>Golf:</b>					
Varsity	9.0	10.0	11.0	12.0	13.0
<b>Softball:</b>					
Varsity	9.0	10.0	11.0	12.0	13.0
J.V.	6.0	7.0	8.0	9.0	10.0
<b>Track:</b>					
Varsity	9.0	10.0	11.0	12.0	13.0
Asst. Varsity	6.0	7.0	8.0	9.0	10.0
Jr. High	4.0	5.0	6.0	7.0	8.0
<b>Volleyball:</b>					
Varsity	9.0	10.0	11.0	12.0	13.0
J.V.	6.0	7.0	8.0	9.0	10.0

	8 <sup>th</sup>	4.0	5.0	6.0	7.0	8.0
	7 <sup>th</sup>	4.0	5.0	6.0	7.0	8.0
Wrestling:	Varsity	9.0	10.0	11.0	12.0	13.0
	Asst. Varsity	6.0	7.0	8.0	9.0	10.0
	Jr. High	4.0	5.0	6.0	7.0	8.0
Art Club	Elementary	4.0				
Band		8.0	9.0	10.0	11.0	12.0
Chess:	Jr./Sr. High School	1.5%				
	Elementary	1.0				
Class Sponsors:						
	Senior	3.0				
	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				
Community Service		1.0 per sponsor, maximum of 2 sponsors				
8 <sup>th</sup> Grade Science Camp		1.25 per sponsor, maximum of 4 sponsors				
Environmental Club		1.0				
5 <sup>th</sup> Grade Greenfield Village Trip		.4 per sponsor, maximum of 3 sponsors				
Local History Tour		1.0 per sponsor, maximum of 2 sponsors				
Math Olympiad: Jr. High		1.5 per sponsor, maximum of 1 sponsor				
National Honor Society:						
	Sr. High School	1.0				
	Jr. High School	1.0				
Quiz Bowl	Sr. High School	1.0 per sponsor, maximum of 2 sponsors				
	Jr. High School	1.0 per sponsor, maximum of 2 sponsors				
Room Patrol		1.5				
SADD		1.0				
Safety Patrol		1.5				
Science Olympiad:						
	Sr. High School	2.0 per sponsor; maximum of 1 sponsor				

Jr. High School	2.0 per sponsor; maximum of 1 sponsor
Spanish Club: Sr. High School	1.0
STAND	1.0
Student Council:	
Sr. High School	5.75
Jr. High School	1.5
Elementary	1.5
Varsity Club	2.0
Vocal	
Jr./Sr. High	4.0
Elementary	4.0
Yearbook: Jr./Sr. High	2.75
Elementary	1.5
Youth in Government	3.0 per sponsor, maximum of 2 sponsors
After-school instruction, including Enrichment, etc.	\$18.50/hr.

Any Student Support Specialist/Counselor required to work before the scheduled start date for Association staff or after the scheduled end date for the Association staff will be compensated at his or her hourly rate.

**NOTE:** The list of extra-curricular activities shown above is subject to change and is not a guarantee that the District will 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. All Schedule C positions that are non-athletic shall be offered to bargaining unit employees first.
2. No employee shall earn tenure in any extra-curricular position.
3. All vacant Schedule C athletic positions shall be posted both inside the District and to the general community by any means the Board deems appropriate. The Board supports a philosophy of filling Schedule C positions from within its teacher employees. The Board's decisions for appointments to Schedule C positions shall be final.

4. The Board may terminate the services of any individual holding any Schedule C position from his/her Schedule C position(s) upon the Board's discretionary determination that termination is in the best interest of the activity/sport and of the District with the following understandings:
  - a. For a termination imposed after the conclusion of the activity/sport, the Board's decision shall be upheld unless a duly appointed contract arbitrator rules that the Board's decision was "arbitrary and capricious."
  - b. For a termination imposed before the completion of the activity/sport, the Board's decision shall be upheld unless a duly appointed contract arbitrator rules that there was not "just cause" for the termination.
  - c. These standards are strictly limited to Schedule C positions for those persons whose positions are identified in Article 1B – Recognition Clause and do not extend to persons who perform Schedule C duties but do not occupy a position identified in Article 1B. Further, these standards do not apply to any other disciplinary action not related to Schedule C duties.
5. Each employee who is assigned to a coaching position shall be evaluated annually using the form set forth in the current coach's handbook. Head coaches shall be evaluated by the appropriate principal and the Athletic Director. Assistant coaches shall be evaluated by the appropriate principal, head coach, and Athletic Director.
6. No employee may serve as head coach in more than three (3) sports per year.
7. 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/her recommendations.
8. Compensation for all extra-curricular activities held by bargaining unit employees shall be computed by multiplying the BA base rate (Step "1") by the applicable percentage rates in this agreement.
9. Extra-curricular assignments may be paid in any one of the alternative formats set forth below, based on the written election of the employee:

- a. A lump sum at the end of the activity/sport's season,
  - b. Substantially equal installments beginning with the pay period following which the teacher first provides services in the assigned activity/sport and continuing through the last pay period in the fiscal year, or
  - c. 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 during the activity/sport.
10. Percentage rates for new Schedule C activities shall be determined by mutual agreement of the parties.
  11. Extra-curricular assignments for the next school year shall be made, whenever possible, before the end of the current school year.
  12. Credit will be given for previous interscholastic coaching experience within each sport for grades 7-12.
  13. No employee serving as Athletic Director will teach more than fifty percent (50%) of the school day.

#### 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. Employees required to change buildings shall receive mileage compensation at the prevailing Michigan rate update.
- B. All teachers shall be paid at the prevailing Michigan rate per mile for all authorized school business in which they use their own vehicle. Such use shall be approved by the Superintendent, in writing, before use on the form provided.

### **Calendar for 2019-2020 School Year**

August 19 & 20: Teacher PD

August 21: School Starts

August 30: NO SCHOOL

September 2: NO SCHOOL

October 22: End 1<sup>st</sup> MP

November 1: NO SCHOOL

November 15: NO SCHOOL

November 28 & 29: Thanksgiving Break

December 20: Last Day before Winter Break

January 6: Return from Winter Break

January 9 & 10: Exam Days - ½ day students. Jr/Sr HS ends 10:50 a.m., EL ends 11:50 a.m. Teachers leave by 1:30 p.m. HS, 2:30 p.m. EL. End 1<sup>st</sup> semester.

January 13: NO SCHOOL

January 14: 3<sup>rd</sup> Marking Period/2<sup>nd</sup> semester

February 17: NO SCHOOL

March 18: End 3<sup>rd</sup> MP

April 3-10: Spring Break: No School

April 13: Return from break

May 25: Memorial Day – No School

June 1 & 2: Exam day ½ day students 10:50 PM Jr/HS. Teachers leave 1 p.m.

Jr./HS, 2 p.m. EL.

Last Day

**Professional Development:** Eighteen (18) Hours on your own starting after June 3, 2020 and must be completed by June 30, 2021. Appropriate documentation must be submitted. Meetings and conferences must last for at least sixty (60) minutes to count as at least one (1) hour. It is recommended that PD be pre-approved for PD on your own.

**Conferences** are twelve (12) hours, (nine [9] hours in the Fall and three (3) in the Spring to be determined by building).

**Rescheduling:** 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 immediately following the last attendance day. Teachers will not receive additional reimbursement for rescheduled days.

If the laws regarding post Labor Day Start allows us to start before Labor Day, the parties will meet to discuss calendar options, except for the determination of the first day of school which is a prohibited bargaining subject and determined by the Board. Each year after November 1 the Association and the Board will develop the following school year calendar.

**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.