

June 30, 1976

Galien Township School
Galien, Mi. 49113

MASTER AGREEMENT
BETWEEN THE
GALIEN TOWNSHIP SCHOOL
BOARD OF EDUCATION
AND THE
GALIEN EDUCATION ASSOCIATION
FOR
1975 - 1976

Galien Township Schools

A G R E E M E N T

This agreement is made and entered into on this 9th day of October, 1975, by and between the Board of Education of the Galien Township Schools, Galien, Michigan, hereinafter referred to as the Board, and the Galien Education Association, hereinafter referred to as the Association.

ARTICLE I

RECOGNITION

Section 1: Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act 379 of the Public Acts of 1965, as amended by Public Act 25 of 1973, the Board hereby recognizes the Galien Education Association as the exclusive bargaining representative for those teachers included in the unit as set forth in the paragraph below. The term "teacher" used hereinafter in this Agreement shall refer to all teachers represented by the Galien Education Association and references to male teachers shall include female teachers. The term "Board" when used hereinafter shall refer to the Board of Education of the Galien Township School District, its administrative agents and supervisory personnel within the meaning of Act 379.

Section 2: The following teacher personnel who hold valid contracts with the Galien Township School District comprise the bargaining unit: K-12 classroom teachers, teachers of music, art media, cooperative education, library, physical education, teachers of special education classes, and remedial reading teachers, excluding non-certified personnel and the certified teaching employees primarily hired for the exercising of administrative authority, supervision or direction of employees.

Section 3: The Board agrees not to negotiate with any teacher's organization other than the Galien Education Association for the duration of this Agreement or until a representation election is held.

ARTICLE II

RIGHTS OF THE BOARD OF EDUCATION

Section 1: Reserved exclusively to the Board are all responsibilities, powers, rights and authority vested in it by the laws and Constitution of the State of Michigan and of the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement...

ARTICLE III

RIGHTS OF THE ASSOCIATION

Section 1: Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every teacher employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color 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.

Section 2: The Association shall have the right to affiliate with a State or National organization, who may represent members in any official Association business as voted by the membership..

Section 3: Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided by law..

Section 4: The Association and its representatives shall have the right to use school building at all reasonable hours except during the hours of assigned duty for official meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. The use of school facilities shall be subject to the approval of the Administration.

Section 5: Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Association officers shall at no time conduct Association business during assigned duty time unless specifically approved by the Administration or hereinafter provided for in this Agreement. The Board will not pay for substitutes required to replace Association members performing Association business..

Section 6: The Association shall have the right to post official notices of activities and matter 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 communication to teachers. All postings and communications shall be signed by an officer of the Association which subsequently accepts responsibility for its publication.

Section 7: The Association may use the following school equipment: typewriters, reproduction machines, and audio visual equipment normally available to teachers, at reasonable times when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. The Association shall pay for the current costs of all materials and supplies incident to such use. Use of equipment other than listed herein shall be with prior administrative approval.

Section 8: The Board agrees to furnish to the Association upon reasonable written request such public and available financial information as is required by law to assist the Association in developing proposals concerning the rates of pay, wages, hours of work, and other conditions of employment of the teachers.

Section 9: The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

Section 10: The Board agrees to make any voluntary payroll deductions upon written authorization from the teacher for dispersements in programs so approved by said Board. The approved programs in effect are listed below:

Inter-City Bank Savings Plan
Berrien Teachers Credit Union
Health Insurance Premiums
Lincoln-National Annuity
American Community Mutual Annuity
Unified Professional Dues

Payroll deductions for Association dues shall be made by authorization slips signed and presented to the bookkeeper prior to the second payroll deduction closing date. Deductions shall be made during the next eight payrolls and funds shall be transmitted to the treasurer of the Association.

ARTICLE IV

VACANCIES, TRANSFERS, REDUCTION IN PERSONNEL

Section 1: The Board shall inform the Association in writing and post in each teachers' workroom any existing vacancy during the school year and shall provide opportunity for teachers to express, in writing, their desires for changes in assignment for a period of five (5) school days after each notice.

Section 2: Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed in the central office. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be reviewed once each year to assure active consideration by the Board.

Section 3: In the event it becomes necessary to reduce the number of teachers due to program elimination or reduction, or to reduce the number of teachers in a given subject area, field or program or eliminate or consolidate position(s), the Board shall follow the procedure listed below:

- A. Teachers not holding a regular Michigan provisional, continuing or qualified certificate will be laid off first, provided there are fully qualified, fully certificated teachers to replace and perform all the needed duties of the laid off teachers.
- B. If reduction is still necessary, then probationary teachers with the least number of continuous years of teaching in the Galien School System will be laid off first, provided there are remaining fully qualified, fully certificated teachers to replace and perform all of the needed duties of the laid off teachers.
- C. If further reduction is still necessary, prime consideration shall be given to the qualifications of the teachers available.
"Qualifications" shall be defined as priority ranked:
 1. Specific certification for the required discipline and/or grade level.
 2. Recency of teaching experience in the required discipline and/or grade level.
 3. Recency of academic training in the required discipline and/or grade level.
- D. Reemployment will be in the reverse order used to reduce personnel.

ARTICLE V

TEACHING CONDITIONS

Section 1: Physical Environment. The Board shall provide a physical environment that is safe and working conditions that do not endanger the teachers' health, safety, or well being.

Section 2: Teaching Days. The Board agrees that the work year shall not be longer than 190 duty days with not less than 180 instruction days. Further, teacher attendance on scheduled days of classes that are cancelled because of "acts of God" shall not be required.

Section 3: The School Day. The Board shall recognize the following rights and responsibilities of teachers as it sets the schedule for the school day.

- A. A teacher's day shall not exceed seven hours and forty five minutes (7 3/4 hours), except for staff meetings.
- B. On Fridays and on days preceding holidays, teachers are free from duty at the close of the pupils' school day when their students have left the building.

- C. Secondary teachers shall have a duty-free lunch period, except when mutually agreeable to both parties.
- D. Elementary teachers shall receive a duty-free lunch period and noon recess period, except when mutually agreeable to both parties.
- E. Secondary teachers shall receive on the average of one (1) unassigned period per day for the purposes of course related activities such as: instructional preparation, planning, evaluation, record keeping, or conference.
- F. There shall be at least the equivalent of two (2) teachers' In-Service Training Days during the school year.

Section 4: Teacher Assignment. Teachers will not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificate.

Teachers shall be notified of their tentative teaching assignment for the next school year on or before the preceding year's last day of school. In the event assignment changes must be made, teachers affected shall be notified.

Section 5: The Board shall provide adequately furnished work and conference rooms in each building. Coke machines and like extras for teacher convenience shall be provided by the Association.

Section 6: No student teacher shall be assigned to a supervising teacher without the consent of both the supervising teacher and the Administration.

ARTICLE VI

TEACHER EVALUATION

Section 1: The work of all teachers shall be evaluated each year in writing by the Administration.

Section 2: The work of all non-tenure teachers shall be evaluated a minimum of twice annually, in writing, by the Administration. Formal observations which serve as the main basis of these written evaluations shall not be scheduled during the first month of school. The first evaluation must come before the end of the second marking period.

Section 3: A personal conference shall be held with each teacher within ten (10) working days after each evaluation and a copy of the written evaluation shall be furnished to the teacher.

Section 4: Each teacher shall have the right, upon request, to review the contents of his entire personnel file, except that an appointment must be made and the review shall be in the presence of an Administrator. An official representative of the Association may, at the teacher's request, accompany the teacher in such review.

Section 5: In the event the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personal file, together with an Administrative rebuttal. The teacher may further request a subsequent evaluation.

Section 6: A "teaching coach" shall be assigned to every probationary teacher upon entrance of the teacher into the system. The teaching coach shall not be involved in the evaluation of the probationary teacher.

Section 7: Should a teacher be evaluated as unsatisfactory by the Administration (unsatisfactory as outlined in the Galien Township School Instructional Improvement Plan with order of priorities of the criteria contained to be established and made known to the teachers), it shall be the right of the Board to refrain from crediting that teacher with a year of successful teaching and therefore refuse to advance that teacher to the next step of the salary scale. A teacher who wishes, may appeal such a recommendation of the Administration to a panel of peers (five fellow teachers agreeable to both parties) which panel shall determine: a) if the alleged failings are reasonably substantiated, b) if the failings are of such a nature as to provide reasonable cause for discipline. The findings of the panel shall be forwarded to the Board before final action is taken. If the findings of the panel are followed, the employee may take recourse in the Grievance Procedure or proceed directly to the State Tenure Commission. If, however, the findings of the panel are not followed, the employee may initiate a grievance at Level Four.

ARTICLE VII

SALARY SCHEDULES AND OTHER BENEFITS

Section 1: Salary Schedules. The salary schedules of teachers covered by this agreement, and conditions governing such schedules, are set forth in Appendix A to this Agreement which is attached hereto and made a part hereof. Salaries shall be paid every two weeks totaling 26 pay periods. Checks shall be made available or mailed if pay period falls on or during holiday recesses.

Section 2: The Extra Duty Salary Schedule. The extra duty salary schedule of teachers covered by this agreement, and conditions governing such schedules, are set forth in Appendix B to this Agreement which is attached hereto and made a part hereof.

Section 3: Credit for Prior Experience. In the employment of new teachers, outside experience may be granted full credit on the schedule up to a maximum of eight years. Teachers with less than a full year's experience may be allowed up to one-half year of experience on the schedule if they have taught at least one semester. Teachers receiving a Master degree shall be placed on the appropriate step of the Master degree schedule at the beginning of the semester following actual conferral of the degree.

Section 4: Sick Leave. All teachers regularly employed by the Board who are absent from duty because of personal illness shall be allowed sick leave at the rate of:

<u>Year</u>	<u>Days</u>	<u>Accumulation To</u>
1	15	15
2	15	30
3	15	45
4	15	60
5	15	75 max.

Sick leave may be accumulated to a total of 75 days.

New teachers to the system shall receive six days on the starting date of their contract and one additional day per month during their first year of teaching. Each teacher shall be given a status report of the sick leave accumulation at the beginning of each school year with the exception of new teachers.

Sick Leave Bank. A sick leave bank is established for the purpose of aiding teachers in times of an extended illness. The recipient of these days shall petition teachers who wish to voluntarily contribute days. Days are to be solicited 1 day per teacher per solicitation. If additional days are required, another solicitation drive will be required. The Sick Bank is dissolved each June. A Sick Bank Committee composed of three donors selected by the Association shall have the right to veto withdrawal requests.

All requests for approval for sick leave must be submitted to and approved by the superintendent. Proof of illness signed by a physician may be required.

In the event of absence of a teacher for illness in excess of five consecutive working days, the Board may, at its expense, require an examination by a physician.

Sick leave absence shall be for one of the following reasons: Personal illness, serious illness in the immediate family, death in the immediate family, or by special request which is to be approved by the administration. Misuse of sick leave policy will result in loss of compensation for the period in which sick leave policy was misused.

Immediate family shall be defined for the purposes above as follows: "Employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grand-parents-in-law, and any other person for whose financial or physical care the teacher is principally responsible."

Section 5: Personal Illness. Personal illness will be considered as an illness of the employed teacher.

Section 6: Serious Illness in the Immediate Family. Sick leave allowance may be used for the illness in the immediate family.

Section 7: Death in the Immediate Family. The accumulative sick leave allowance may be used for a death in the immediate family.

Section 8: Personal Business Day. Two days a year of the sick leave allowance may be used for personal business non-accumulative. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control. Personal business means an activity that requires the teacher's presence during the school day and is of such nature that it cannot be attended to at a time when schools are not in session.

An application for a personal business leave must be submitted in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable). The request is to be presented to the principal for approval by the superintendent.

The number of teachers to be absent shall be up to the discretion of the administration.

Section 9: Professional Improvement. Teachers may be granted one day with pay for administration-approved visitation at other schools, or attending meetings or conferences of an educational nature. Request for such absences must be made in writing to the principal for the superintendent's approval at least one week prior to the visitation. The number of teachers allowed to leave at any one time will be within the discretion of the administration. Additional days for the above mentioned visitations may be granted with pay at the discretion of the administration.

A teacher may advance one step on the salary schedule if they get their permanent in three years.

Section 10: Extended Illness. A teacher whose personal illness extends beyond the period compensated will be granted a leave of absence without pay for such time as is necessary for complete recovery to a maximum of one year. Further extension may be granted at the will of the Board. Upon return from leave, a teacher will be assigned to the same or a similar position.

Section 11: Leave of Absence. The following conditions shall apply to extended leave of absence:

1. Request for leave shall be in writing.
2. Eligibility shall be based on a minimum of two years of continuous employment and tenure status in the district.
3. All extended leaves shall be limited to one year. Acceptance or extension shall be at the will of the Board.
4. Salary increment shall not accrue. However, salary increments and/or other benefits accumulative before the leave will be retained upon reinstatement.
5. Written notice of intention to either return or resign shall be given to the superintendent of schools by March 1 of the year in which the leave expires.

6. Re-employment during the school year shall be at the discretion of the Board. Upon return from leave, the teacher shall be assigned to the same or similar position, providing such a position is available.
7. All requests for leaves of absence shall be in writing and submitted to the superintendent of schools at least six weeks prior to the date on which the leave is to begin.
8. Failure to return from a leave of absence on the date specified in said leave shall be conclusively deemed a resignation unless mutually agreed upon by the Board and the employee prior to said date.

Section 12: Maternity Leave.

- A. Upon written application submitted at least three (3) months prior to the expected date of birth, a maternity leave of absence of up to one (1) year shall be granted without pay.
- B. The application shall specify the beginning date of the leave, be accompanied by her physician's statement that there is no medical reason why the employee cannot continue to perform services until the beginning date of the leave, which shall be supplemented monthly up to the seventh (7th) month and bi-weekly thereafter. As nearly as possible, the beginning date of the leave of absence should conform to the beginning or ending of a semester, or school year, but in no event shall the beginning date of the leave of absence commence later than four (4) weeks prior to the expected date of birth without written approval of a physician selected and paid for (if necessary) by the Board.
 1. In the event of a dispute concerning the beginning date of the maternity leave, the employee shall be entitled to a private hearing before the Board prior to the Board setting the beginning date of the leave of absence. The Board's decision shall be final and shall not be subject to the grievance procedure.
 2. Once the beginning date has been approved by the board, it shall not thereafter be changed, except in cases of emergency to be determined on an individual basis.
- C. The employee shall be eligible to return from maternity leave upon filing a physician's statement that she is physically fit for full-time employment. The employee may request a prospective termination date at the time of initial application.
- D. Failure to apply for a maternity leave as hereinabove specified shall result in termination of employment when the employee can no longer perform her duties.
- E. Maternity leave shall be subject to all the requirements of any leave of absence (Art. VII, Sect. 11) except insofar as herein provided.

- F. In lieu of the above provisions for unpaid leave, a pregnant employee shall have the right, if she so desires, to treat maternity as a temporary disability and receive paid absence benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood this shall not include normal child care; and the employee shall not be entitled to avail herself of the foregoing unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this paragraph. The following provisions shall apply:
1. All pregnant employees shall notify the Administration of pregnancy at least three (3) months prior to the expected date of birth. Said notification is to be accompanied by a statement from the attending physician giving the anticipated date of birth of the child. Said notification shall indicate intent to treat maternity as a temporary disability and be filed with the Superintendent of Schools.
 2. The employee shall be required to furnish medical certification of her continued ability to perform her duties as often as the Board may, in its discretion, request. Any added cost that may be incurred by the teacher in order to provide these reports will be borne by the Board.
 3. To receive sick leave payments, the employee must perform all duties until physically disabled and return to service as soon as physically able to perform all duties as certified by a physician.
 4. For all sick leave days claimed the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her responsibilities.
- G. A leave of absence of up to one (1) year without pay shall be granted to a teacher who through the legal processes adopts a child. Such leave shall be subject to all the provisions in Art. VII, Sect. 11.

Section 13: Insurance. Effective with the first practical payday after ratification (note: all computations must be made and fed to the computer by the Thursday eight days before the Friday scheduled), the Board agrees to provide full hospitalization insurance for each eligible teacher, his/her spouse, and children subject to the following provisions:

- A. That the teacher is employed under a regular full-time teaching contract. Teachers employed under a regular part-time teaching contract shall receive a percentage of the optional insurance coverage provided equal to the actual percentage of full-time services being provided.
- B. That the Association will educate the teaching staff as to the insurance benefits available and assist them in making the best choices for both the individual and the district.

- C. That the Board retains the right to name the carriers, who for the duration of this contract shall be MESSA, SET, or Blue Cross.
- D. That the Board agrees to pay only the following amounts for the duration of the contract:
1. Single subscription rate of \$24.12 per month.
 2. Self and spouse or self and children subscription rate of \$53.18 per month.
 3. Self, spouse, and child(ren) subscription rate of \$58.44 per month.
- E. The Board further agrees to provide optional insurance coverage for teachers not eligible for hospitalization insurance up to an amount not to exceed \$18.00 per month. Said optional insurance benefits shall be selected from those available through S.E.T. or MESSA.

ARTICLE VIII

RETIREMENT

Section 1: Teachers shall be retired at age 65. Teachers shall be allowed to complete the school year in which they attain the age of 65. Teachers may request a year-to-year contract after attaining the age of 65 years. Requests for continued employment after mandatory retirement age shall be made in writing to the superintendent of schools at least ninety days prior to the end of the school year.

Section 2: "Effective with the first practical payday after ratification (note: all computations must be made and fed into the computer by the Thursday, eight days before the Friday scheduled), the Board of Education shall pay the required contribution to the State Retirement Fund."

ARTICLE IX

PROFESSIONAL GRIEVANCE PROCEDURE

Section 1: Definitions.

1. A "Grievance" shall mean an allegation by a teacher based upon an event, condition, or circumstance under which a teacher works, allegedly caused by a violation, misinterpretation, or inequitable application of provisions of this Agreement.
2. An "Aggrieved Person" shall mean the person making the allegation either individually or through the Association.
3. A "Party in Interest" shall mean the person making the allegation and/or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. The "Professional Rights and Responsibilities Committee" shall mean a committee of three member teachers elected by the G.E.A.

Section 2: General Principles. The primary purpose of the procedure set forth in this Article is to secure, at the earliest level possible, equitable solutions to grievances of teachers.

It shall be the firm policy of the Board to assure to every teacher an opportunity to have the unobstructed use of this grievance procedure. It shall be the responsibility of the Association to establish, each year, a Professional Rights and Responsibilities Committee to function in the grievance procedure.

Except as otherwise provided in Level One of Section 3 hereof, any aggrieved person may be represented at all meetings and all hearings at all levels of the grievance procedure by another teacher or by another person authorized by the Association provided that when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the grievance procedure after the first level.

Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement.

The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any further appeal concerning the particular grievance.

It shall be the practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties.

Grievance shall be processed as rapidly as possible. The time limits provided at each level shall be considered as maximum, and every effort shall be made to expedite the process. Time limits, however, may be extended when mutually agreed upon in writing.

If a grievance is filed on or after May 15, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as possible.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be printed and given appropriate distribution by the Board. (See Appendix C).

The following matter shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Failure to re-employ or the termination of the services of any probationary teacher.
2. The placing of a non-tenure teacher on a third year of probation.

Discipline of teachers will be subject to the grievance procedures set forth in this Agreement; however, the Board's decision on the termination of the services of or failure to re-employ any probationary teacher will be final and will not be subject to the grievance procedure.

Section 3: Procedure. Level One. Prior to invoking the grievance procedure at Level Two, a teacher who has a complaint which he believes may be the basis of a grievance shall first discuss the matter with the Administrative Assistant in Instructional Affairs, to resolve the matter informally. The teacher having a complaint shall bring the matter to the attention of the Administrative Assistant and request an informal meeting to discuss the problem not later than four (4) school days after the event or occurrence which is the basis of the complaint, becomes known to him. The Administrative Assistant shall make arrangements to hold such meeting within four (4) school days after receipt of the teacher's request.

Level Two. If a complaint is not satisfactorily resolved, the aggrieved person may invoke the grievance procedure by giving written notice to the Association and to the Administrative Assistant in Instructional Affairs on approved grievance forms (Appendix C). Such notice shall be filed not later than three (3) school days after the informal discussion required under Level One. Said notice shall identify the date, circumstances, and contract provisions allegedly violated.

Within six (6) school days of receipt of the written grievance, the Administrative Assistant shall state his decision in writing concerning the grievance, together with the supporting reasons therefore, and furnish one copy to the aggrieved person.

Level Three. If the aggrieved person desires to appeal the decision of the Administrative Assistant in Instructional Affairs, he shall file the grievance with the Professional Rights and Responsibilities Committee of the Association within three (3) school days after receipt of the decision.

The Professional Rights and Responsibilities Committee, shall within five (5) school days, make a judgement on the merits of the grievance.

If the committee decides the grievance lacks merit, it shall give written notification to the aggrieved person, the administration, and the Association Representative that the matter, insofar as the Association is concerned, is terminated.

If the Committee decides the grievance has merit, it shall within five (5) school days, refer the grievance to the Superintendent of Schools.

Level Four. Upon receipt of the grievance, the Superintendent of Schools shall appoint a committee, not to exceed three (3) persons, to represent the Board in meeting with the Professional Rights and Responsibilities Committee. This Committee shall include the Superintendent of Schools. Within ten (10) school days after receipt of the written grievance, the Superintendent of Schools and his committee shall meet with the Association's Committee to consider the grievance. Any person having knowledge of the matter may be required to attend this meeting as a witness. The Superintendent of Schools or his representative shall prepare promptly a written report of this meeting, including any agreement reached, or if the matter is not resolved, his answer to the grievance.

Level Five. If the grievance is not resolved by the Superintendent of Schools and/or his Committee and the Association's Committee within five (5) school days of its consideration by them, the grievance may be referred by the aggrieved person to the Board of Education. Within 30 calendar days of receipt thereof by the Secretary of the Board of Education, the Board of Education in executive session, shall meet with the Association's committee.

Level Six. If the Board of Education and the Committee fail to resolve the grievance, the aggrieved person or the Association may invoke the mediation procedures of Public Act 379 of 1965 of Michigan. In this event, the Board and the aggrieved person or Association may be represented in subsequent meeting or required hearing by such persons, in reasonable number, as they may each determine.

ARTICLE X

STRIKE PROHIBITION

Section 1. During the term of this Agreement, neither the Association nor any persons acting in its behalf, will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence, in whole or in part, from a full, faithful, and proper performance of the teachers' duties of employment) for any purpose whatever.

ARTICLE XI

TERM OF CONTRACT

This Agreement, dated October 9, 1975 shall continue in full force without change until June 30, 1976. Either party may, by prior written notice give at least ninety days before June 30, 1976, by majority vote of the Association members, request negotiations with respect to the contract. After such written notice is given the parties shall meet to discuss the matter and if they fail to reach an agreement by the dates above set forth, either party may request that parties shall follow the procedure for the resolution of impasse set forth in Act 379 of Public Acts of 1965, which procedures shall be exclusive.

FOR THE BOARD OF EDUCATION

FOR THE GALIEN EDUCATION ASSOCIATION

APPENDIX A
SALARY SCHEDULE

For
1975-76

<u>Step</u>	<u>BA-BS Degree</u>	<u>MA-MS Degree</u>
0	8,450	9,150
½	8,575	9,275
1	8,700	9,400
1½	8,875	9,575
2	9,050	9,750
2½	9,350	10,050
3	9,650	10,350
3½	9,900	10,600
4	10,150	10,850
4½	10,350	11,100
5	10,550	11,350
5½	10,700	11,600
6	10,850	11,650
6½	10,950	11,750
7	11,050	11,850
7½	11,150	11,950
8	11,250	12,050
8½	11,350	12,250
9	11,450	12,450
9½	11,550	12,550
10	11,650	12,650
10½	11,775	12,888
11	11,900	13,125
11½	12,000	13,225
12	12,100	13,325
16*		13,525

*For those teachers who have attained sixteen years teaching experience in Galien Township School and who have a Masters Degree.

APPENDIX B

SPECIAL ASSIGNMENTS

1975-76

CLASSIFICATION	STEP I	STEP II	STEP III
<u>ACADEMIC</u>			
Agriculture - Summer	Prorated	daily	pay
Band	940	990	1039
Debate	166	175	184
Drama	475	500	525
Driver Training - Summer	\$6.50	per	hour
Forensics	166	175	184
Librarian - Summer	Prorated	daily	pay
<u>ATHLETIC</u>			
Football			
Var. Head Coach	940	990	1039
Var. Asst. Coach	564	594	624
J.V. Coach	594	624	655
J.V. Asst. Coach	564	594	624
J.H. Coach	356	374	393
J.H. Asst. Coach	339	356	374
Basketball - Boys			
Var. Head Coach	940	990	1039
J.V. Coach	624	655	688
Freshman Coach	356	374	393
J.H. Coach	320	337	354
J.H. Asst. Coach	305	321	337

ATHLETIC

Track

Head Coach	594	624	655
J.H. Coach	296	312	327

Baseball

Head Coach	594	624	655
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Cross Country

Head Coach	267	281	295
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Cheerleading

Senior High Junior High combined	564	594	624
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Volleyball

Head Coach	296	312	327
(+ 10% if double team)	296	312	327

Basketball - Girls

Head Coach	356	374	393
(+ 10% if double team)			

Softball

Head Coach	296	312	327
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OTHER

Audio-Visual	142	150	158
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Jr. Class Advisor	237	250	262
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Substituting for another teacher	\$6.50	per	hour
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Additional (6th) class assignment in the secondary	Prorated 1/6 of scheduled salary divided by number of duty days.		
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APPENDIX B PROVISIONS

1. The contract shall provide three salary steps. Placement on the salary schedule shall be as follows:

0 - 2 years experience	Step I
3 - 5 years experience	Step II
6 + years experience	Step III

Experience shall be calculated on actual number of years experience in the particular positions. Up to three (3) years experience may be transferred from other districts as well as in the case of acceptance of a lower position in the same sport or activity.

2. All extra-curricular activities will be on a non-tenure contract basis.
3. Payment for activities on Appendix B shall occur in two (2) equal pay periods. The first pay period shall be at the mid-point of an activity. The second pay period shall be at culmination of the activity. A teacher may request total payment at the end of the contract.
4. Teachers shall apply to the Superintendent's office for supervision of an extra-curricular activity no later than 30 (thirty) days prior to the end of the preceding school year.
5. Persons involved in extra-curricular activities shall adhere to the job description as developed by the office of student affairs. Failure to do so shall result in financial deductions and/or termination of the individual extra-curricular contract.
6. Salary for non-teaching personnel shall be negotiated between the individual applying for the position and the Superintendent of Schools.

APPENDIX C

PROFESSIONAL GRIEVANCE REPORT

Galien Township School

Article/Section of Contract Alleged Violated: _____ Grievance No. _____
_____ Date of Grievance _____
_____ Date of Violation _____

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

STATEMENT OF THE GRIEVANCE:

REMEDY REQUESTED:

Is Association approved for processing? Yes _____, No _____

Date: _____ Signature of Grievant

Administrative Assistant in Instructional Affairs Disposition:

Date: _____ Signature of Administrative Assistant

Association's Disposition: Satisfactory _____ Unsatisfactory _____

Date _____ Signature of Association Representative

Superintendent's Disposition:

Date _____ Signature of Superintendent

Association's Disposition: Satisfactory _____ Unsatisfactory _____

Date _____ Signature of Association Representative

November 17, 1975

STATEMENT OF TABLE
UNDERSTANDINGS DURING
NEGOTIATIONS OF 1975-76

Art VII, Sect. 13 p. 10

Eliminate from the first sentence the word "eligible" before "teacher."

Art. V, Sect. 3, D

Understood that expectations were to be no more or less than last year.