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A G R E E M E N T

Between

ALLEGAN PUBLIC SCHOOLS OF ALLEGAN COUNTY, MICHIGAN,

and

ALLEGAN EDUCATION ASSOCIATION

1968-69

Allegan Public Schools.

RECEIVED

DEC 10 1968

OFFICE OF
PROFESSIONAL NEGOTIATIONS

*M.e.a.
1216 Kenadale
E. Lansing, Mi.
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AGREEMENT

Agreement entered into this ____ day of _____, 1968, by and between the Allegan Public Schools District of Allegan County, Michigan, hereafter called the "Board," and the Allegan Education Association, hereafter called the "Association"

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Allegan is their mutual aim and that the character of such education depends upon the quality and morale of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment,

WHEREAS the parties have reached certain understandings which they desire to memorialize,

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

ARTICLE 1

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all professional teaching personnel, including personnel on tenure, probation, classroom teachers, guidance counsellors, librarians, and speech therapists, employed or about to be employed by the Board (whether or not assigned to a public school building), but excluding supervisory personnel, executive personnel, Director of Elementary Education, elementary teaching principals, and office and clerical employees. The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE 2

Board of Education Rights

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

(1) To the executive management and administrative control of the school system and its properties and facilities, and the direction of the activities of its employees within the scope of their employment; to establish written personnel and other policies;

(2) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, transfer, and retire all such employees;

(3) To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;

(4) To manage the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

(5) To establish class schedules, the hours of instruction, and duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching school activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

ARTICLE 3

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board and the Association hereby agree that every teacher 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. The Board and the Association undertake and agree that they will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that they 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 lawful activities of the Association or collective bargaining negotiations with the Board, or his institution of any grievance, complaint or proceeding under or as permitted by this Agreement with respect to any terms or conditions of employment.

B. The Association shall have the right to use school building facilities for meetings on days when school is in session, at reasonable hours outside of regular school hours. Bulletin boards in teachers' lounges, or bulletin boards assigned for staff use, shall be made available to the Association for professional purposes. The announcement of times and places of Association meetings may be made over public address systems at such times as other regular announcements are made; principals' bulletins may be used for Association announcements at the discretion of the principal, and interschool mail and mailboxes shall also be made available to the Association for professional purposes.

The Association shall have the right for its own internal purposes to use school office equipment, including typewriters, mimeographing and other duplicating equipment, calculating machines, and all types of audio-visual equipment at times when such equipment is not otherwise in use subject to scheduling by the building principal. No such equipment shall be used for any election campaign purposes nor be removed from school premises without the express approval of the administration. The Association shall pay for the cost of materials and supplies incident to such use.

C. Membership in a teacher organization shall not be required as a condition of employment.

D. No religious or political activities of any teacher outside of his employment shall be grounds for disciplinary or discriminatory action by either of the parties hereto. However, this provision shall not protect the action of a teacher in maintaining membership in or participating in the meetings, programs or activities of any movement or organization which advocates the forceful overthrow of the government of the State of Michigan or of the United States of America.

E. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the laws of the State of Michigan or the United States. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 4

Teachers' Hours

A. Teachers shall be required to be on duty a total of 45 minutes before and after the published pupils' school day. The division of the 45 minutes shall be a joint administrative-teacher decision at the senior high, junior high, and elementary levels. Teachers may be required to remain a sufficient period after the close of the school day to attend such professional matters as curriculum study, curriculum council, reasonable number of teachers' meetings, parent conferences, student conferences, administrator conferences, or any other professional requirement that will enhance the position of the teacher in the school and community.

B. The normal teacher's working day will include the following:

1. Not less than a 30 minute, duty free, uninterrupted lunch period.
2. In the junior and senior high, one planning or conference period.
3. In the elementary schools, one 15 minute duty free period.

C. When a teacher finds it necessary to leave the building for emergency or professional reasons during school hours, the principal of the building, or his representative, shall be consulted. All reasonable effort shall be made by the principal to grant such a request for the protection of the students, teachers, and administration.

D. The school year for annual salary purposes shall be no less than 180 school days and no more than 190 school days. In the event the Board shall find it necessary or advisable to extend the school year beyond 190 days, the Board shall pay to each teacher an additional amount for each day equal to 1/185th portion of his annual salary, as salary for each such additional day worked beyond the 190 days above referred to. These provisions shall not apply where the contract of employment is for a term of more than 190 days.

E. The Board of Education shall consider the recommendations made by the Association relative to the school calendar prior to its adoption.

ARTICLE 5

Assignment and Placement

A. The administration shall be responsible for assignment and placement, and in so doing shall consider all facts involved, including, but not limited to, the following:

1. Placement and assignment are made with primary concern for the needs of students, within the framework of experience, background and interests of the teacher.

2. Serious effort shall be made to equalize teaching load.

3. Probationary teachers will be placed and assigned situations where they will have a reasonable opportunity to become tenure teachers.

4. Every effort shall be made to place and assign teachers to teaching responsibilities in their major or minor fields, or their area of preparation.

5. Assignment of club and class advisors is the responsibility of the administration, and is to be equitably carried out with careful consideration given to teaching load, experience, interests and ability.

B. The Administration will endeavor to provide teachers with written notice of tentative assignment for the following school year by June 20th of the current year providing said assignment is different from the present year's assignment. The term assignment as used in this paragraph means assignment within the subject matter of instruction in junior high school and senior high school and grade level in elementary school.

C. Written applications for transfer shall be considered and acted upon, providing such application is made prior to the date of staff assignments for the succeeding school year.

D. Any teacher who shall be transferred to a supervisory or executive position and shall return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

ARTICLE 6

Qualifications, Promotions and Vacancies

A. Qualifications of teachers.

1. Each new teacher who shall be employed for a regular teaching assignment shall have a Bachelor's Degree from an accredited college or university and a provisional or permanent certificate, unless such a teacher is not available at the time of hiring.

2. Teachers on the staff who have not completed their work for the bachelor's degree may be employed provided their work in the judgment of the Board is satisfactory and if in the judgment of the Board they carry on a reasonable program of study toward attainment of an undergraduate degree. A reasonable program shall not be less than the minimum program as prescribed by the Department of Public Education.

B. The Board will observe the following policies regarding filling of vacancies within the bargaining unit:

1. During the school year whenever such a vacancy arises the administration shall promptly notify the Association of same and the vacancy shall not be filled by the Board for seven calendar days after such notice is given. Any newly created position shall be given to the Association with accompanying job description. During the summer vacation any teacher desiring to be considered for any vacancies shall give written notice of such desire to the Superintendent.

2. Teachers who desire to apply for such vacant positions shall file their applications in writing with the Superintendent.

3. To avoid undue disruption of existing instructional programs such vacancies may be filled on a temporary basis until the end of the normal school year at which time the position will be considered vacant.

4. Qualifications of candidates for promotion shall be judged on the pre-established standards set by the Board for the position to be filled.

5. When making a promotion within the bargaining unit, preference shall be given to qualified personnel within the school system, if personality, ability and professional qualifications of such personnel are essentially equal to those of other applicants. Experience within and outside the system, training, certification, proven and potential ability shall be considered in making promotions. The final decision is the sole responsibility of the Board of Education.

6. The filling of a position which has duties that are substantially teaching, and not supervision or leadership of other teachers, shall not be deemed a promotion.

ARTICLE 7

Teacher Evaluation

A. All monitoring or visual observation of the teaching of a teacher shall be conducted openly and with full knowledge of the teacher.

B. Excluding his confidential placement papers each teacher shall have the right upon request to review the contents of his own personnel file at reasonable times. A representative of the Association may be requested to accompany the teacher in such review.

C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board or any agent or representative thereof, may be subject to the professional grievance negotiations procedure hereinafter set forth.

E. The Superintendent or supervisory personnel shall have the right to discuss and evaluate performance with a teacher at any time and such discussion shall not be a subject of grievance unless punitive or disciplinary action is taken.

ARTICLE 8

Professional Compensation

A. The salaries of teachers covered by this agreement are set forth in Appendix A. Which is attached hereto and incorporated in this Agreement.

B. The Board of Education encourages attendance at approved educational conferences. The Board will allow two days absence each year for conferences or visitation of class in other schools without loss of pay, and upon application to the administration, the Board shall approve payment of expenses therefore as it deems reasonable. Additional days for conferences and payment of expenses therefore may be approved by the Board upon prior application to the administration. The scheduling of attendance at conferences or class visitation is subject to prior administrative approval.

C. On the following legal holidays, school will not be in session: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day. Schools shall not be in session on Good Friday afternoon. In years when the school schedule does not include a spring vacation, schools shall not be in session on Good Friday morning and Easter Monday.

D. A teacher engaged during the school day in negotiating in behalf of the Association with any representative of the Board, or participating in any professional grievance negotiation, including arbitration, shall be released from regular duties, without loss of salary. Either party hereto may require that contract negotiations between the parties, or grievance negotiations, including arbitration, shall be held during non-school hours.

ARTICLE 9

Leave Pay and Leave of Absence

A. Sick Leave

1. Each full-time and part-time teacher will be allowed ten of his normal working days per year, on his daily rate of pay for personal illness or for serious illness or death in his immediate family. Immediate shall be interpreted as grandparents, grandparents-in-law, parents, parents-in-law, spouse, sister, sister-in-law, brother, brother-in-law, child or step child. Sick leave time shall be computed from July 1 to June 30. A day, for the purpose of sick leave, shall mean a working day, so that Saturday and Sunday shall not be counted.

2. Sick leave time not taken in any year shall be cumulative, but in no case shall the total number of days accumulated exceed one hundred of the individual teacher's normal working days. Upon written request of a teacher the administration shall advise the teacher in writing of his remaining accumulative days of sick leave.

3. In case illness extends beyond the cumulative days of leave, the teacher shall receive during the next thirty days of his normal working days the difference between his salary and the prevailing pay for substitutes.

4. All teachers shall be covered by workmen's compensation insurance under Michigan Workmen's Compensation Law.

a. While receiving workmen's compensation payments for a work connected injury or sickness, a teacher shall not receive sick leave pay; however, time taken off for such work connected injury shall not reduce the teacher's accumulated sick leave.

b. Notwithstanding the provisions of foregoing subparagraph (a), a teacher may elect in writing to take sick leave pay while receiving workmen's compensation benefits for time lost from work, provided that the daily sick leave pay shall be reduced to the extent of the daily workmen's compensation rate. The daily portion of unpaid sick leave resulting from reduction shall not be lost, but shall remain as part of the teacher's accumulated sick leave until otherwise used.

5. In all cases of absence or illness, elementary teachers shall notify the Director of Elementary Education, and all other teachers shall notify their Principal. Such notification shall be given as soon as the teacher knows that he is to be absent, and not later than 7:30 A.M. on the day of absence.

6. Absentees shall have plans and materials so arranged that a substitute will be able to carry on the regular work with a minimum of interruption.

7. By action of the Board, exceptions may be made for individual cases under unusual circumstances such as death or serious illness of a person who has stood in the place of a parent in the teacher's or teacher's spouse's up bringing.

8. The Board shall have the right to have full access to all medical information pertaining to any teacher seeking sick leave, and shall have the right to have such teacher examined by a doctor of its choice at the sole expense of the Board.

B. Maternity Leave.

Absence for maternity leave shall not be considered as sick leave. However, such leave shall be granted without pay on the basis recommended by the Superintendent. In general, teachers may not teach beyond the fourth month of pregnancy, nor return to teaching until two months after the birth of the child. A teacher shall report her pregnancy to the Superintendent when known.

C. Any teacher whose personal illness extends beyond the period compensated for under Article 9 shall be granted a leave of absence, without pay, for such time as necessary for complete recovery from such illness. Upon return from leave, such teacher shall be assigned to the same position, if available, or a substantially equivalent position, if available. This provision is subject to any limits on leave prescribed by law.

D. A leave of absence may be granted at the discretion of the Board, upon such terms as the Board shall approve, upon written application, stating reason and length of leave desired, provided application is made at least 30 calendar days in advance and provided a qualified and suitable substitute is found by the Board.

E. Military Leave

Members of the Armed Forces who are ordered to tours of active duty not exceeding fifteen days per year may be granted a leave of absence to fulfill their military obligations, as follows:

1. Such military leave must be approved by the Board.

2. A teacher granted military leave will have deducted from his contractual salary an amount equal to the prevailing substitute's pay for each day's absence which takes place during days when school is in session.

3. Hardship cases may be given special consideration by the Board.

F. Leave for Civic Duties.

Requests for leave for civic duties will be handled on an individual basis, and will be granted or denied by the Board, in its discretion, on the basis of the merits of each case. Requests shall be made to the Superintendent.

G. Personal Leave

1. All full-time teachers regularly employed by the Board shall be granted two days of leave per year without loss of pay to transact non-social, non-recreational personal business, which is of an urgent nature and cannot be transacted at another time, provided arrangements for such leave are made at least 24 hours in advance with the Director of Elementary Education, in case of elementary teachers, or with the teacher's Principal in other cases, and further with the approval of the Superintendent of Schools. The teacher shall apply by signing a certificate that he meets the qualifications of the paragraph.

2. Personal leave days are not cumulative.

3. By action of the Board, in its discretion exceptions subject to such restrictions as the Board may set, may be made for individual cases under unusual circumstances.

H. A teacher who becomes president of the Michigan Education Association may be given leave of absence, without pay, for a period of not more than one year, for the purpose of performing duties for that association, under the following circumstances:

1. Such teacher shall be re-employed in his same position at the expiration of said year or in such other position to which he agrees. Such teacher, during his leave of absence, shall be required to continue any educational requirements needed for his position.

2. A teacher given such leave shall receive credit toward annual salary increment on the appropriate schedule.

I. The Board may in its discretion grant a leave of absence, without pay, upon such terms and conditions as it may set, to any teacher to campaign for his own election to, or to serve in, a public office.

ARTICLE 10

Teaching Conditions

A. Questions and problems of non-teaching duties, class overload, adequate maintenance, equipment and supplies for teachers, the selection and use of educational tools such as appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials will be subject of discussion between the parties from time to time by reference to the Professional Study Committee, herein created. The Board shall implement all agreements made by the Board with the Association.

B. The Board shall make available in each school the existing lunchroom, restroom and lavatory facilities for teacher use, and at least one room, appropriately furnished, which shall be reserved for use as faculty lounge, in which smoking shall be permitted. The lounge conditions in the Junior High School and in one and two room rural schools are recognized as the only available solution under present conditions.

C. In each building, school telephone facilities designated by the administration shall be made available to teachers for their reasonable use, except this provision shall not apply to former primary district schools unless telephones are located therein. Teachers using telephones shall record all long distance calls, and the teacher making long distance calls shall reimburse the school for the cost of personal long distance calls.

D. The provisions of this Agreement, and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex or marital status, or membership in or association with the activities of any employee organization.

E. Teachers shall in the interest of good education be permitted to teach in an objective manner about controversial issues.

ARTICLE 11

Protection of Teachers

A. The Board recognizes its responsibility to give counsel, reasonable administrative support, and assistance to teachers with respect to control and discipline in the class room, and to call law enforcement authorities when appropriate.

B. Complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if the complaint is to be entered in the teacher's personnel file.

ARTICLE 12

Negotiation Procedure

A. Upon notice of termination of this contract as hereinafter provided for in Article 17, the parties will commence negotiations from and after the second day of January following the giving of notice of termination.

B. The Board and Association agree to exchange, in response to reasonable requests from time to time during negotiations, all available information concerning the financial resources of the district, tentative budgetary requirements and allocations, and such other information as required for good faith bargaining.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

ARTICLE 13

Grievance Procedure

A. Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may file a written grievance with the Board or its designated representative.

B. Procedure for Adjudgment of Grievances.

Grievances shall be presented and adjudged in accordance with the following procedures:

A teacher with a problem may first discuss the matter with his building principal, or, in the case of the elementary schools, with the Director of Elementary Education, with the objective of resolving the matter informally.

STEP 1. In the event the matter is not resolved informally, the problem shall be presented in writing to the Director of Elementary Education in the elementary schools, or to the Principal of the Junior High School or Senior High School. Any teacher or group of teachers filing a grievance shall simultaneously deliver a copy to the Association, or lose the right to proceed beyond Step 1 of this Procedure.

a. Within five school days of receipt of the grievance, the above designated administrator shall meet with the Association in an effort to resolve the grievance. The affected teacher or teachers may be present at such meeting.

b. Within five school days after the meeting, the Administrator shall state his decision in writing, and furnish a copy thereof to the teacher and Association.

STEP 2. Within five school days after receiving the decision in Step 1, the Association may appeal in writing to the Assistant Superintendent of Schools; provided, however, the Superintendent may represent the Board at this level, if the Board desires.

a. Within five school days of receipt of the written appeal, the Assistant Superintendent or Superintendent, as the case may be, shall meet with the Association. The affected teacher or teachers may be present at such meeting.

b. Within five school days after the meeting, the Assistant Superintendent or Superintendent, as the case may be, shall state his decision in writing, and furnish a copy thereof to the teacher and Association.

c. Grievances involving more than one school building, except those involving only elementary schools, shall commence at Step 2, with the filing of a written grievance with the Assistant Superintendent. If a grievance affects more than one school, all of which are elementary schools, the grievance shall first be presented to the Director of Elementary Education under Step 1.

STEP 3. Within five school days after receiving the decision of the Assistant Superintendent or of the Superintendent, as the case may be, the Association may appeal the decision in writing to the Board of Education, which shall give the Association opportunity to be heard within ten school days after delivery of the appeal, and which shall communicate its decision in writing to the Association within five school days after hearing.

STEP 4. If the Association is dissatisfied with the decision of the Board, the Association may, within ten school days after delivery of the decision of the Board:

a. Submit any grievance under this Agreement to advisory arbitration under the labor arbitration rules of the American Arbitration Association, at the equal expense of the parties; or,

b. If the Association requests, the Board will meet again with the Association representatives to explore further possibility of settlement; or,

c. Upon request of the Association, the grievance may be submitted to mediation using the mediation services of the State of Michigan.

STEP 5. If the Association is dissatisfied with the result under the first procedure chosen under Step 4 then the Association may proceed in turn under the two unused procedures of Step 4 within ten days of the decision previously rendered in each case.

C. All personnel required for grievance hearings during school hours shall be excused with pay for that purpose. However, either party hereto may require that hearings and meetings be held during non-school hours.

D. All grievances, disputes or other matters which may be processed under any state or federal regulation or statute including but not limited to Tenure Act proceedings shall not be the subject matter of the grievance procedure herein established and any determination or action taken under any such state or federal regulation or law shall be binding to the extent required by such regulation or law.

E. On agreement between the Board of Education and the Association, hearing upon a grievance may be commenced at any step, and any time limit within the grievance procedure may be extended by mutual agreement.

F. A teacher has the right to be represented at any step in the grievance procedure by an attorney of his own choice.

ARTICLE 14

Professional Study Committee

The parties hereby agree to establish a Professional Study Committee comprised of six members, three members of which are to be selected by the Board and three members by the Association. The Professional Study Committee shall investigate and study such matters as shall be referred to it by the Board and Association together. The Committee shall submit a written report upon request of either Board or Association. The expense of the Committee shall be borne equally by the Board and Association, but shall not exceed that authorized in advance by the parties hereto.

ARTICLE 15

Deductions for Professional Dues

A. Teachers may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National Education Association and the Michigan Education Association). Such authorization shall continue in effect, so long as this paragraph is in effect, unless subsequent to June 1st and prior to September 1st of any year, such authorization is formally revoked by the teacher in writing and copies thereof are delivered to the Association and the Board.

B. The deduction of membership dues shall be made from one regular pay check each month, for ten (10) months, beginning in September and ending in June of each year and the Board agrees promptly to remit to the respective Associations all moneys so deducted, accompanied by a list of teachers from whom the deductions have been made.

C. The Association shall on or before September 1st of the school year furnish the school a list of all teachers for whom deductions are to be made for NEA, MEA and AEA. Thereafter during the school year the Association shall provide the names of teachers to be added to the list. The school will deliver to the Association's authorized representative checks for payment of the dues deducted.

ARTICLE 16

Miscellaneous Provisions

A. The Code of Ethics of the Michigan Education Association, as adopted in 1963, shall be deemed to define acceptable criteria of professional teacher conduct insofar as not in conflict with the terms of this Agreement. However, no teacher shall have the right to use the grievance procedure provided for in Article 13, or have it used upon his behalf, if he withholds any information during such grievance procedure under any claim of right to do so under the Code of Ethics.

B. This Agreement shall supersede any rules, regulations, practices or terms of any individual teacher contract which is in conflict herewith. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.

C. Copies of this Agreement shall be reproduced at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. The Board shall furnish the Association with 25 additional copies of this agreement for their files.

D. If any provision of this Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. The parties hereto recognize that strikes by public employees are in violation of law, and the Association will not engage in or encourage strike action of any type during the life of this contract.

F. The School Board shall establish all policies and salary schedules for all rural elementary schools, provided that the same may be discussed by the parties upon the request of either party hereto.

G. The Superintendent will provide to the President of the Association a copy of the agenda when the same is forwarded to Board members and a copy of approved Board minutes.

ARTICLE 17

Duration of Agreement

A. This Agreement shall be effective as of July 1, 1968, and shall continue in effect to and including June 30, 1969, and from year to year thereafter unless during the thirty days prior to January 1, 1969, or any anniversary of January 1, 1969, notice in writing shall be given by either party to the other of termination of the contract. If such notice is given then this Agreement shall terminate on June 30 of the calendar year following the calendar year in which such notice is given.

B. In the event notice of termination is given by either party as provided in the preceding paragraph, then the parties shall commence negotiations as soon after January 1, 1969, or any anniversary thereof as the case may be, as practicable for a new contract to commence on or after the termination hereof.

C. Any party giving written notice of termination, as above provided for, may limit the notice of termination to specific provisions of this Agreement. If such limitation is given, then only the specific provisions mentioned in said notice shall terminate and be negotiated upon as provided for in the two foregoing paragraphs, and all of the remainder of this Agreement not so specifically mentioned in the termination notice shall continue in full force and effect from year to year, as above provided.

APPENDIX -A
ALLEGAN SALARY SCHEDULE

1968 - 1969

Football

Varsity	10%
Varsity Asst.	7%
Reserve	6%
Reserve Asst.	5%
Freshman	6%
Freshman Asst.	5%

Athletic Director	8%
Cross Country	5%
Wrestling	7%
Wrestling Asst.	4%
Baseball	7%
Baseball Asst.	4%
Track	7%
Track Asst.	4%
Jr. High Track	4%
Jr. High Track Asst.	3%
Tennis	5%
Golf	5%
Girls Tennis	2%
G.A.A.	2%
Cheerleader Coach	2%
Elementary Sports	\$100

Basketball

Varsity	10%
Reserve	7%
Freshman	6%
Eighth	3%
Seventh	3%

Instrumental (travel and extra time)	8%
Summer Instrumental	\$500
Sr. High Vocal (if musical is produced)	6%
Jr. High Vocal (if ensembles)	4%
Asst. for Musical (1)	\$150
Dramatics (per play)	\$150
Jr. High Annual	\$100
Voc. Ag. (year around)	130%
Special Ed. Type "A" and "B"	\$300
Speech Correction	\$400
Sr. High Guidance - pro rate 2 wks. summer work	
Driver Training	
Team Teaching Director	\$100
Coordinator (Language Arts) (Experimental) \$200 + 1 free period	
Debate and Forensics	\$200. plus mileage

Summer Library work - Pro rate salary
1/185 of annual salary per day for
additional days hired and worked.

APPENDIX B

SALARY ASSIGNMENT

I, the undersigned teacher, hereby authorize the Allegan Public Schools to deduct my membership dues in the following organizations and amounts:

National Education Association-----\$ _____

Michigan Education Association-----\$ _____

Allegan Education Association-----\$ _____

I further authorize the Allegan Public Schools to forward the deductions to the respective organizations. I also authorize the Allegan Public Schools to deduct any future increase in said dues, upon notice to the Allegan Public Schools from the Allegan Education Association of such increase, and to forward the same to the respective organizations.

I understand that this authorization will continue in effect so long as I am employed by the Allegan Public Schools subject only to revocation between June 1 and September 1 of any year hereafter.

Dated: _____

Teacher

ALLEGAN SALARY SCHEDULE

1968 - 1969

<u>STEP</u>	<u>AB</u>	<u>AB + 20*</u>	<u>MA</u>	<u>MA + 15*</u>
1	6275	6375	6675	6775
2	6558	6658	6976	7076
3	6840	6940	7276	7376
4	7123	7223	7577	7677
5	7436	7536	7910	8010
6	7750	7850	8244	8344
7	8064	8164	8578	8678
8	8378	8478	8912	9012
9	8691	8791	9245	9345
10	9005	9105	9579	9679
11	----	----	9913	10013
12	----	----	10247	10347
13	----	----	-----	-----
14	----	----	-----	-----
15	9319	9419	10580	10680

ANNUAL INCREMENT - 4.5% of the base salary (AB or MA) step #1 through step #4. 5% of base salary after step #4.

* NOTES: BA + 20 semester hours and MA + 15 semester hours steps are increases of \$100 over the AB and MA.

QUALIFICATIONS FOR AB + 20 - Any hours earned before September 1, after the AB is received will be counted toward the 20 hours.

QUALIFICATIONS FOR MA + 15 - All hours earned after the MA is received are subject to prior approval by the Superintendent.

Individual has the right to present credit for subsequent approval by the Superintendent.

INSURANCE - Also each full-time teacher shall be entitled upon application to up to \$10 per month, not to exceed \$120 per calendar year, payment toward (1) Blue Cross-Blue Shield Insurance or (2) any MEA group insurance plan. The benefits of part-time teachers shall be pro-rated.

In Witness Whereof, the parties hereto have set their hands the date first above written.

ALLEGAN PUBLIC SCHOOLS DISTRICT

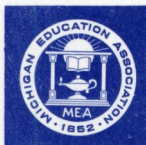
By _____

ALLEGAN EDUCATION ASSOCIATION

By: _____

MICHIGAN EDUCATION ASSOCIATION

CODE OF ETHICS
of the
Education Profession



MEA



MEA

MICHIGAN EDUCATION ASSOCIATION

1216 KENDALE BOULEVARD • POST OFFICE BOX 673

EAST LANSING, MICHIGAN 48824

INTRODUCTION

The Code of Ethics of the Education Profession was adopted at the 1963 Representative Assembly of the National Education Association. The ratifying action culminates over two years of work of several thousand members from all walks of the profession in the development of a Basic Code of Ethics for educators. More than 1.6 million educators now subscribe to the principles of this Code of Ethics.

Article XIII of the constitution of the Michigan Education Association provides that the Code of Ethics adopted by the National Education Association shall be the Code of Ethics for the members of the Michigan Education Association.

The Basic Code of Ethics is designed to enable various segments of the profession to develop supplements that will answer their special needs. Such action should be taken along with national counterparts and should be filed with all state and national professional organizations when adopted.

Since the Code of Ethics serves as the governing document for a changing profession, it must be subject to change also. If changes are proposed, they should be sent to the MEA Ethics Commission for consideration and further direction to the National Education Association when appropriate.

For assistance in interpretation or enforcement procedure, inquiries should be directed to the local association's Ethics Committee or to the MEA Ethics Commission.

PREAMBLE

We, professional educators of the United States of America, affirm our belief in the worth and dignity of man. We recognize the supreme importance of the pursuit of truth, the encouragement of scholarship, and the promotion of democratic citizenship. We regard as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. We affirm and accept our responsibility to practice our profession according to the highest ethical standards.

We acknowledge the magnitude of the profession we have chosen, and engage ourselves, individually and collectively, to judge our colleagues and to be judged by them in accordance with the applicable provisions of this code.

PRINCIPLE I

Commitment to the Student

We measure success by the progress of each student toward achievement of his maximum potential. We therefore work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals. We recognize the importance of cooperative relationships with other community institutions, especially the home.

In fulfilling our obligations to the student, we—

1. Deal justly and considerately with each student.
2. Encourage the student to study varying points of view and respect his right to form his own judgment.
3. Withhold confidential information about a student or his home unless we deem that its release serves professional purposes, benefits the student, or is required by law.
4. Make discreet use of available information about the student.
5. Conduct conferences with or concerning students in an appropriate place and manner.
6. Refrain from commenting unprofessionally about a student or his home.
7. Avoid exploiting our professional relationship with any student.
8. Tutor only in accordance with officially approved policies.
9. Inform appropriate individuals and agencies of the student's educational needs and assist in providing an understanding of his educational experiences.
10. Seek constantly to improve learning facilities and opportunities.

PRINCIPLE II

Commitment to the Community

We believe that patriotism in its highest form requires dedication to the principles of our democratic heritage. We share with all other citizens the responsibility for the development of sound public policy. As educators, we are particularly accountable for participating in the development of educational programs and policies and for interpreting them to the public.

In fulfilling our obligations to the community, we—

1. Share the responsibility for improving the educational opportunities for all.
2. Recognize that each educational institution may have a person authorized to interpret its official policies.
3. Acknowledge the right and responsibility of the public to participate in the formulation of educational policy.
4. Evaluate through appropriate professional procedures conditions within a district or institution of learning, make known serious deficiencies, and take any action deemed necessary and proper.
5. Use educational facilities for intended purposes consistent with applicable policy, law, and regulation.
6. Assume full political and citizenship responsibilities, but refrain from exploiting the institutional privileges of our professional positions to promote political candidates or partisan activities.
7. Protect the educational program against undesirable infringement.

PRINCIPLE III

Commitment to the Profession

We believe that the quality of the services of the education profession directly influences the future of the nation and its citizens. We therefore exert every effort to raise educational standards, to improve our service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, we contribute actively to the support, planning, and programs of our professional organizations.

In fulfilling our obligations to the profession, we—

1. Recognize that a profession must accept responsibility for the conduct of its members and understand that our own conduct may be regarded as representative.
2. Participate and conduct ourselves in a responsible manner in the development and implementation of policies affecting education.
3. Cooperate in the selective recruitment of prospective teachers and in the orientation of student teachers, interns, and those colleagues new to their positions.
4. Accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities, and support them when unjustly accused or mistreated.
5. Refrain from assigning professional duties to non-professional personnel when such assignment is not in the best interest of the student.

6. Provide, upon request, a statement of specific reason for administrative recommendations that lead to the denial of increments, significant changes in employment or termination of employment.
7. Refrain from exerting undue influence based on the authority of our positions in the determination of professional decisions by colleagues.
8. Keep the trust under which confidential information is exchanged.
9. Make appropriate use of time granted for professional purposes.
10. Interpret and use the writing of others and the findings of educational research with intellectual honesty.
11. Maintain our integrity when dissenting by basing our public criticism of education on valid assumptions as established by careful evaluation of facts or hypotheses.
12. Represent honestly our professional qualifications and identify ourselves only with reputable educational institutions.
13. Respond accurately to requests for evaluations of colleagues seeking professional positions.
14. Provide applicants seeking information about a position with an honest description of the assignment, the conditions of work, and related matters.

PRINCIPLE IV

Commitment to Professional Employment Practices

We regard the employment agreement as a solemn pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. Sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfilling our obligations to professional employment practices, we—

1. Apply for or offer a position on the basis of professional and legal qualifications.
2. Apply for a specific position only when it is known to be vacant and refrain from such practices as underbidding or commenting adversely about other candidates.
3. Fill no vacancy except where the terms, conditions, policies, and practices permit the exercise of our professional judgment and skill, and where a climate conducive to professional service exists.
4. Adhere to the conditions of a contract or to the terms of an appointment until either has been terminated legally or by mutual consent.
5. Give prompt notice of any change in availability of service, in status of applications, or in change in position.
6. Conduct professional business through the recognized educational and professional channels.
7. Accept no gratuities or gifts of significance that might influence our judgment in the exercise of our professional duties.
8. Engage in no outside employment that will impair the effectiveness of our professional service and permit no commercial exploitation of our professional position.

VIOLATIONS OF THE CODE OF ETHICS

In order to maintain high standards of professional conduct the membership of the Michigan Education Association has established procedures for enforcement of **The Code of Ethics of the Education Profession**. When a complaint is brought against a member of the Michigan Education Association, the following steps must be fulfilled:

1. A complaint describing unethical conduct must be prepared in three copies. It must show specifically what happened and when it happened.
2. The complaint must be dated.
3. The complaint must be signed by the person filing the complaint. When the complaint is filed by an executive committee or a group, the chairman shall sign for the group.
4. The complaint must refer to the principles and sections of the Code of Ethics violated.
5. The complaint must be delivered to the president of the local association where the member is employed.

Before a complaint is brought against a member of the Professional Association, every effort should be made to resolve the conflict. Such counseling can be performed by the MEA field representative or representatives of the local ethics committee. Hearings pertaining to violations of the Code of Ethics will take place after such counseling attempts have not brought results in resolving the problem.