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1970-71

Allegan Public Schools

A G R E E M E N T

Between

ALLEGAN PUBLIC SCHOOLS OF ALLEGAN COUNTY, MICHIGAN,

and

ALLEGAN EDUCATION ASSOCIATION

1970-71

RECEIVED (2)

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

MEA
1216 Kendall
E. Lansing, MI
48823

8/15/70-8/14/71

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AGREEMENT

Agreement entered into this ___ day of ___, 1970, 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, speech therapists and remedial reading teachers 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, the Community School Director, 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 without discrimination as to race, creed, religion, or national origin, 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 and regulations and practices in furtherance thereof, and the use of judgment 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 not 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. The Administration will make serious effort to secure substitute teachers to fill all temporary vacancies created by the absence of a regular teacher. If such a vacancy cannot be filled by a substitute teacher, the Administration may place the students under the supervision of another teacher following arrangement of such placement with said teacher.

D. 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.

E. 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 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 Appendixes A and B which are attached hereto and incorporated in this agreement. Each teacher shall have the yearly option of receiving his salary in one of the following ways:

1. Total salary shall be divided into 26 equal installments, the first payment to be made on the second Friday after school officially opens, and subsequent payments made every second Friday thereafter, except that the final check shall be made at the 21st pay period and shall be 6/26 of the total salary.

2. Total salary shall be divided into 21 equal installments, the first payment to be made on the second Friday after school officially opens, and subsequent payments made every second Friday thereafter, the final equal payment being made at the 21st pay period.

B. It is understood and agreed that each teacher shall be presumed to elect payment in accordance with Paragraph A-1 of this Article, unless the Business Office is notified, in writing, of such teacher's election to be paid in accordance with Paragraph A-2 of this Article on or before August 1 preceding the beginning of the school year. Newly hired teachers shall be given the option of either pay schedule when hired.

C. The Board of Education encourages attendance at approved educational conferences. The Board will allow two days absence each year for conferences or visitation of 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.

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

E. 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, at 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, son-in-law, daughter-in-law, child or stepchild. Sick leave shall be computed from August 15 to August 14. A day, for the purpose of sick leave, shall mean a working day, so that Saturday and Sunday shall not be counted.

2. The unused portion of sick leave not taken in any year shall be cumulative, but in no case shall the total number of days accumulated exceed 120 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. 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.

4. In all cases of absence or illness, teachers shall notify their Building Principal, or his designee, of such illness or absence. Such notification shall be given as soon as the teacher knows that he is to be absent, and not later than 45 minutes prior to the scheduled teacher arrival time on the day of absence.

5. 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.

6. 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 upbringing.

7. 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. 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.

C. Personal Leave

1. All full-time teachers regularly employed by the Board shall be granted two days of personal leave per year. Arrangements for personal leave shall be made with the teacher's Building Principal, or his designee, at least 24 hours in advance of the anticipated leave days. No personal leave shall be taken on a school day immediately before or after a holiday or vacation period without special permission from the Superintendent of Schools.

2. The personal leave days are not cumulative.

D. Leave of Absence

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. By action of the Board, in its discretion, and subject to such restrictions as the Board may set, extensions of leave may be made for individual cases under unusual circumstances included within the provisions of the foregoing paragraphs of this Article.

F. 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.

G. 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 approved by the Board.

H. 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.

I. 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.

J. 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.

K. Association Leave

At the beginning of each school year, the Association shall be credited with four days to be used by officers or agents of the Association, such use to be at the discretion of the Association. A maximum of two days per teacher shall be imposed. The Association agrees to notify the affected teacher's Building Principal, or his designee, not less than 48 hours prior to the date for intended use of such leave. The Association, however, agrees to reimburse the Board for the cost of a substitute teacher to replace the officer or agent of the Association using leave time under this subparagraph.

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 tests, 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 references 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 shall be applied without regard to race, creed, religion, color, national origin, physical handicap, 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 classroom 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, negotiations shall commence in accordance with Article 17, paragraph B.

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 of 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, 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 teacher's building principal within 20 school days following the alleged occurrence giving rise to the grievance. 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, shall commence at Step 2, with the filing of a written grievance with the Assistant Superintendent.

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 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, Assessments, and Fees

A. All teachers as a condition of employment shall either:

1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked, in writing, between June 1 and September 1 of the given year, or

2. Cause to be paid to the Association a representation fee equivalent to the dues and assessments of the Association (including the National and Michigan Education Associations). In the event an assignment authorizing a deduction of the representation fee is not signed and delivered to the Association on or before October 1, the Board, upon receiving a signed statement from the Association indicating the teacher has failed to comply with this condition, shall immediately notify said teacher his services shall be discontinued at the end of the school year. Teachers employed by the Administration at the end of the first semester shall pay fees equal to one-half of said dues and assessments of the Association. It is further agreed that teachers employed by the Administration on less than a half time basis shall pay fees equal to 50% of said dues and assessments, and all teachers employed on more than a half time basis shall pay fees equal to dues and assessments of the Association in full.

B. The Association agrees to pay into a Community Projects Fund of the Allegan Education Association an assessment for each member equal to 1/261 of the AB Base Salary as it appears in Appendix A of this contract. Money from the fund shall be used for community projects only.

C. The Association shall form a Community Projects Committee whose responsibility shall be to administer the funds at the direction of the Association and to issue an annual report to Association members and the Board on the disposition of funds.

D. The deduction of membership dues, assessments, or fees equal to such dues and assessments 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.

E. 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 Associations' 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 1968, 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 Board shall establish all policies and salary schedules for Headstart and all other Federal programs, provided that the same may be discussed by the parties hereto upon the request of either party.

G. The Superintendent will provide to the President of the Association a copy of the Board of Education agenda, together with a copy of the last approved Board minutes, at the time the agenda is forwarded to the Board members.

ARTICLE 17

Duration of Agreement

A. This Agreement shall be effective as of August 15, 1970, and shall continue in effect to and including August 14, 1971, and from year to year thereafter unless during the thirty days prior to March 15, 1971, or any anniversary of March 15th, notice in writing shall be given by one party to the other of termination of the agreement. If such notice is given, then this agreement shall terminate on August 14th of 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, negotiations between the parties regarding a new agreement shall commence within 14 days from the receipt of such notice.

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
1970-71

<u>STEP</u>	<u>AB</u>	<u>AB + 20</u>	<u>MA</u>	<u>MA + 15</u>
1	7100	7250	7700	7850
2	7455	7612.50	8085	8242.50
3	7810	7975	8470	8635
4	8165	8337.50	8855	9027.50
5	8520	8700	9240	9420
6	8875	9062.50	9625	9812.50
7	9230	9425	10,010	10,205
8	9585	9787.50	10,395	10,597.50
9	9940	10,150	10,780	10,990
10	10,295	10,512.50	11,165	11,382.50
11		10,875	11,550	11,775
12			11,935	12,167.50
13			12,320	12,560
14				
15	10,650			12,952.50

Salary schedule for teachers with an AB employed who have never received a provisional certificate, AB less \$300.00.

ANNUAL INCREMENT - 5% of base salary (AB, AB + 20, MA, MA + 15)

QUALIFICATIONS

FOR AB + 20

- Any hours earned before Sept. 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. An individual teacher has the right to present credit for subsequent approval by the Superintendent.

INSURANCE

- The Board of Education will make available the following options from which the employee may elect one:

Appendix A

ALLEGAN SALARY SCHEDULE

1970-1971

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INSURANCE (continued)

Option 1: Full family health insurance through MEA or Blue-Cross-Blue Shield, not to exceed the annual rate of Michigan Blue Cross-Blue Shield, Comprehensive, Rider D, MVF-1. Semi-Private Room policy as of Aug. 15, first day of contract.

Option 2: NEA In-Hospital Income Plan, not to exceed maximum cost of Option 1.

APPENDIX B

<u>FOOTBALL</u>				
		Athletic Director (1 free period)		6%
		Cross Country		5%
Varsity	10%	Wrestling		8%
Varsity Ass'ts	7%	Wrestling Ass't.		5%
Reserve	7%	Baseball		7%
Reserve Ass't.	5%	Baseball Ass't.		4%
Freshman	7%	Track		7%
Freshman Ass't.	5%	Track Ass't.		4%
		Tennis		5%
		Golf		5%
		Girls' Tennis		2%
		G.A.A.		2%
		Cheerleader Coach, Sr. High		3%
		Cheerleader Coach, Jr. High		2%
		Jr. High Track		4%
		Jr. High Track Ass't.		3%
<u>BASKETBALL</u>				
Varsity	10%			
Reserve	7%			
Freshman	6%			
Eighth	4%			
Seventh	4%			

Any Coach starting into a new sport shall have his coaching salary based on the starting salary in the schedule according to his degree.

Sr. High Band Director	8%
Jr. High Band Director	4%
Summer Instrumental Music	7%
Senior High Vocal (with musical)	6%
Junior High Vocal (if ensembles)	4%
Ass't. for Musical (1)	2%
Junior High Dramatics (per play)	1%
(2% if no senior high play is produced)	
Senior High Dramatics (per play)	2%
Junior High Annual	1%
Special Education Type "A" and "B"	4%
Speech Correction (includes travel)	5%
Team Teaching Director	1%
Debate and Forensics	2%
Sixth Grade Camp	1/2%
Summer Library Work (prorate salary 1/185th of annual salary per day for additional days hired and worked)	
Senior High Guidance (prorated 2 weeks summer work)	

Percentages in above group are based on teacher's current salary step.

Driver Training - For an 8 hour day prorate salary 1/185th of the BA step corresponding to the number of years experience in teaching driver training.

No Tenure for above Positions

All teachers who must travel during the school day because their teaching assignments are at more than one building will be reimbursed for such travel at the rate of 9¢ per mile.