

Aug 14, 1976

A G R E E M E N T

BETWEEN

ALLEGAN PUBLIC SCHOOLS OF ALLEGAN COUNTY, MICHIGAN

AND

ALLEGAN EDUCATION ASSOCIATION

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

1973-1976

Michigan State University

Allegan Public Schools
550 Fifth St
Allegan, Mi. 49010

Allegan, Mich.

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AGREEMENT

Agreement entered into this _____ day of _____, 1973, 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 certified teaching personnel, including, by way of example, 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, by way of example, supervisory personnel, executive personnel, teaching principals, substitute teachers, Community School employees, summer school employees, office and clerical employees, non-certified employees. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining 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 Constitution 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 the same basis as any civic organization in the school district.

Reasonable bulletin board space in teacher lounges and mail facilities in each school building, including teacher mail boxes, shall be made available to the Association for official business. The Board, however, shall not assume the responsibility of or any liability for notices posted or to be delivered for official Association purposes.

The Association shall have the right for its own internal purposes to use the following school equipment; typewriters, mimeographing and ditto equipment, calculating machines, and movie, filmstrip and overhead projectors at times when such equipment is not otherwise in use, subject to scheduling by the building principal. No such equipment shall be moved from school premises. No such equipment shall be used for any election campaign purposes. The Association shall pay for the cost of materials, supplies and damages to equipment 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.
4. One hour of vocal music and one hour of physical education will be scheduled in grades 1 - 6 and elementary Type A special education. These teachers may use this time as a planning period.
5. Teachers in the following type programs will be provided planning time each week: kindergarten, remedial reading, speech correction, physical education, vocal music.

Teachers in the following type programs will not necessarily be provided planning time: Youth Home, 1/2 day grade 1 - 6, Special Education Type B or any other teachers of special designation.

C. When a teacher finds it necessary to leave work for emergency reasons during working hours, the principal of the building or a member of the administrative team, shall be consulted. All reasonable effort shall be made to grant such a request.

D. The work year for annual salary purposes shall be no less than 180 school days and no more than 190 work days. In the event the Board shall find it necessary or advisable to extend the work year beyond 190 days, the Board shall pay to each teacher an additional amount for each day equal to 1/185 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 Professional Study Committee shall give in writing prior to March 1 their report concerning the school calendar. The school calendar shall contain a maximum of 188 work days for teachers, starting with the 1972 - 73 work year. Further that the May or June Superintendent's Bulletin shall contain the official school calendar for the following year and the first issue of the Superintendent's Bulletin shall contain the official school calendar for the ensuing year.

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. 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, Vacancies and Transfers

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 person 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.

2. 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.

C. The Board will observe the following practice regarding transfer or assignment change of personnel within the bargaining unit:

1. Personnel desiring a transfer or assignment change within the bargaining unit must submit a written application for a transfer or assignment change prior to April 1 of the current school year. The application will be valid for only the ensuing school year.

2. When making a transfer or assignment change within the bargaining unit, preference shall be given to personnel earliest hired within the school system, if personality, ability and professional qualifications of such personnel are essentially equal to those of other transfer or assignment change applicants. Experience within and outside the system, training, certification, proven and potential ability shall be considered in making transfer or assignment change. The final decision is the sole responsibility of the Superintendent.

3. Transfer shall be defined as a change in teaching assignment from one school building to another within the School District.

4. Assignment change shall be defined as a change in assignment within the school building.

ARTICLE 7

Teacher Evaluation and Discipline

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. Teacher Discipline

It is agreed and understood that the system of discipline is as follows:

- a. Discussion of problem.
- b. Verbal warning.
- c. Written warning kept at building level.
- d. Written warning included in personnel file.
- e. Suspension with pay.
- f. Suspension without pay.
- g. Dismissal.

Further, it is recognized that the seriousness of the problem could cause the problem to be dealt with at a higher level in the order of discipline than step a, i.e., it could start at step e. Also, it is recognized once the discipline process starts, steps in the system may be missed, i.e., it could start at Step b and go to Step e.

D. A teacher shall be entitled to have present a representative of the Association for any disciplinary action that is more serious than a written warning kept at building level (Step c, Art. 7, Sec. C). When a request for such representation is made, no action shall be taken with respect to the teacher for six hours (by mutual agreement, time limit may be lengthened) then the teacher shall appear at the appointed time and place with or without an Association representative. Such a request for the Association representation, securing such, and the presence of the representative lies solely with the teacher.

E. 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.

F. The Members of the Administrative Team 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.

ARTICLE 8

Professional Compensation

A. The salaries of teachers covered by this agreement are set forth in Appendixes A, B, and C 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 payment being made at the 21st pay period.

B. It is understood and agreed that each teacher shall elect payment for the subsequent year in accordance with the previous years selection unless the Business Office is notified in writing of such teacher's change in selection on or before August 1. Newly hired teachers shall be given the options of each 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 conference 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 conference 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 grievance hearings, 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 hearings including arbitration, shall be held during non-school hours.

F. Pay deductions will be made for only the following authorized items:
1. Mandatory Government deductions. 2. Tax sheltered annuities by any insurance company. 3. Allegan Teacher Credit Union. 4. Blue Cross-Blue Shield Health insurance. 5. MEA Super Med II insurance. 6. MEA \$10/\$20 Hospital Supplement Insurance. 7. MEA Loss of Time and Long Term Disability Insurance. 8. MEA Additional employee life insurance and dependent life insurance. 9. Per deductions in Article 15A.

ARTICLE 9

Leave Pay and Leave of Absence

A. Sick Leave/Funeral Leave

1. Each full-time and part-time school year teacher shall earn ten of his working days per year, accumulative to a maximum of 150 days, at his daily rate of pay for personal illness or for serious illness or death in his family. A person employed for less than a full school year shall have his sick leave/funeral leave prorated in proportion to his length of employment. A person must be employed more than 10 working days in the month to be credited a day of sick leave/funeral leave, i.e., one sick day per month of employment. However, a person employed for a semester shall be granted 5 days of sick leave/funeral leave. A day for the purpose of sick leave/funeral leave shall mean a work day.

Sick leave/funeral leave shall be used under the following conditions and to the limits indicated:

a. Personal illness or serious illness to members of the teacher's household, i.e., persons making their permanent residence in the teacher's home, or a dependent as defined by Internal Revenue Service, to the limit of the teacher's accumulated sick leave/funeral leave.

b. Serious illness or death in the teacher's immediate family to the limit of ten days per annum of the teacher's accumulated sick leave/funeral leave, as the case may be. Immediate family shall be defined to include the teacher's grandparents, parents, spouse, child, grandparents-in-law, parents-in-law, son-in-law, daughter-in-law, step-parents and step-child.

c. Death in the teacher's family to the limit of six days per annum of sick leave/funeral leave. Family shall be defined to include the teacher's brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, uncle, aunt or grandchild.

2. The unused portion of sick leave/funeral leave not taken in any year shall be cumulative, but in no case shall the total number of days accumulated exceed 150 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

1. 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, via the building principal.

C. Personal Leave

1. Teacher employed for 96 or more work days shall be granted two (2) work days of their respective work days for personal leave. A person employed for 95 or less work days shall be granted one (1) work day of their respective work days for personal leave. These leaves shall be used only to transact non-social or non-recreational personal business. 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 day. 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 cumulative to three.

3. Personal leave shall not be used to transact Association business.

D. Leave of Absence

1. The Board may, in its discretion, grant a leave of absence without pay, without fringe benefits, without salary credit and upon such other terms or conditions as it may set, upon written application, stating reason and length of leave desired, provided application is made at least 30 days in advance and further that a qualified and suitable replacement is found by the Board.

2. By action of the Board, in its discretion, and subject to such restrictions as the Board may set, extensions of leaves of absence may be made for individual cases under unusual circumstances.

3. Any teacher whose personal illness extends beyond the period compensated for under Article 9A shall be granted a leave of absence for such time as necessary for complete recovery from such illness, but in no case beyond one year, in accordance with Article 9, Section D1. 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.

4. A teacher who becomes president of the Michigan Education Association may be given leave of absence for a period of not more than one year, for the purpose of performing duties for that association in accordance with Article 9, Section D1.

5. The Board may, in its discretion, grant a leave of absence to any teacher to campaign for his own election to, or to serve in, a public office in accordance with Article 9, Section D1.

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 military pay received while on military leave.
3. Hardship cases may be approved by the Board.

F. Maternity Leave

Maternity leave shall be granted upon the same provision as Article 9D - A teacher shall report the pregnancy when known to the Superintendent in writing.

G. Association Leave

1. At the beginning of each school year, the Association shall be credited with eight 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 at least one room which shall be reserved for use as a faculty lounge. This Article and Section shall not apply to one or two room schools, portable classroom units, or the Blackman School.

C. In each of the following school teacher lounges, telephones will be provided for reasonable teacher use:

Pine Trails
Dawson
West Ward
North Ward
Junior High
Senior High

Provided, teachers using telephones shall record all long distance calls, and further the teacher making personal long distance calls shall bill such calls to a third party number.

If ten or more long distance calls by teachers go unrecorded and/or personal long distance calls are not billed to a third party in any one building, that telephone shall be removed for the duration of the contract.

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. Definition

1. A grievance is a written complaint by a member or a group of members of the bargaining unit that there has been a violation, misinterpretation, or misapplication of the expressed terms of the contract.

2. Days - any calendar day exclusive of Saturday, Sunday and legal holidays as defined in Article 8D. The definition of a day is defined for application in this article only.

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 submitted in writing to the teacher's building principal by the Chairman of the Grievance Committee within 20 days following the alleged occurrence given rise to the grievance. Failure of the Grievance Committee or its Chairman to file grievance within the time limits or to appear at any meeting or conference in the grievance procedure automatically causes the grievance to be voided.

a. Within five days of receipt of the written grievance the above designated administrator shall have a conference with the grievance committee. It is the administrator's responsibility, after consulting with the chairman of the grievance committee, to set the time, place, date of conference, and to so inform the chairman of the grievance committee. The affected teacher or teachers may be present at such meeting.

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

STEP 2. Within five days after receiving the decision in Step 1, the Grievance Committee 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 days of receipt of the written grievance, the above designated administrator shall have a conference with the grievance committee. It is the Administrator's responsibility after consulting with the chairman of the Grievance Committee, to set the time, place, date of conference and to so inform the chairman of the Grievance Committee. The affected teacher or teachers may be present at such meeting.

b. Within five 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 the Grievance Committee.

c. Grievances involving more than one school building shall commence at Step 2, with the Grievance Committee Chairman filing a written grievance with the Assistant Superintendent.

STEP 3. Within five days after receiving the decision of Step 2, the Grievance Committee Chairman may appeal the decision in writing through the Superintendent to the Board of Education. Within ten days of receipt of the grievance the Board of Education shall have a hearing with the Grievance Committee. Within five days after hearing the Board shall communicate in writing its decision to the grievance committee chairman.

It is the Superintendent's responsibility, after consulting with the chairman of the grievance committee, to set the time, place, date of hearing and to so inform the chairman of the grievance committee.

STEP 4. If the Association is not satisfied with the disposition of the grievance by the Board or no decision is rendered with the time provided in Step 3, the Association may, within 10 days, submit the matter to arbitration.

Prior to submitting the matter to arbitration, the Chairman of the Grievance Committee shall so inform the Superintendent of Schools in writing of the Association's intention.

The Board's representative and the Chairman of the Grievance Committee shall mutually select the arbitrator within ten days of the arbitration request by the Association. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. The only evidence or arguments which may be presented at the arbitration hearing are those which were used in the previous steps of this grievance procedure and a written reference has been made.

The arbitrator shall hear the grievance in dispute and shall render his decision in writing within twenty days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth his findings and conclusions with respect to the issue submitted to arbitration. The arbitrator shall confine his decision to the particular case submitted to him. Both parties agree to be bound by the award of the arbitrator.

The arbitrator shall have no authority except to pass upon alleged violations of this Agreement. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, not to interfere with the exercise of the Board's rights and responsibilities, except as these are expressly limited by this Agreement.

The fees and expenses of the arbitrator shall be paid at the equal expense of the parties.

C. 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.

D. 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.

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

F. The membership of the Grievance Committee and chairmanship shall be for the duration of the Agreement. Termination of employment or a written resignation of a committee member shall allow the President of the Association to name a new member. The committee membership shall be limited to 5 members including the chairman.

The President of the Association shall submit the names of the Grievance Committee in writing to the Superintendent of Schools or his designee. Failure to do so will cause Article 13 to be null and void until the names are submitted as prescribed.

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 within 30 days of the first assigned work day, 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 during the school year shall pay fees equal to 1/9 for each complete month of employment of said dues and assessments of the Association. It is further agreed that teachers employed by the Administration on a half-time basis or less, 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 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 monies 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 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. During the term of this Agreement, the Association will not authorize, sanction, condone, or acquiesce in, any strike or work stoppage of any kind or nature. Strike and work stoppages shall be deemed to include, but are not limited to: slow downs, stoppages of any kind, sit-ins, refusal to perform work, "blue flu", or any other type of interference of any kind whatsoever with operations at any of the facilities, singularly or jointly, of the Employer, and picketing or demonstrating of any kind during working hours. The Association further agrees that it will not engage in any sanction activities or other terms of boycotts of the Employer.

In the event of any action in violation of this Agreement, the Association will post notices immediately at any or all schools affected, advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Association. The Association shall further advise any and all teachers involved, including notification to the communications or press media, if requested by the Employer, that such teachers are in violation of the Agreement and that all teachers involved shall return forthwith to their regular duties. The Association shall further be expected to take any and all other action reasonable with its power to bring the activity to an end. If the Association takes the foregoing steps and has not acted in violation of its obligations under the Agreement, it shall not be liable in any way for such activities.

The Employer shall have the right to discipline, including discharge, any teacher for taking part in any violation of this provision. In addition, any teacher, or teachers, violating this provision may be held liable by the Board for any and all damages, injuries, and cost incurred. Prior to the taking of disciplinary or other action enumerated herein, the Employer shall notify the Association of its intentions and may also consult with the Association in connection therewith. It is expected that the Association will act to

Article 16 Sec. E - continued

discipline its members pursuant to the disciplinary procedures within the Association's constitution and/or by-laws.

In the event the Association does not adhere to or abide by this provision, it shall be liable for any and all damages, injuries, and costs incurred by the Employer.

If at any time during the duration of this Agreement, this Article is violated by the Association, then the Articles on agency shop and Association privileges shall be null and void and inoperative for the duration of this Agreement.

F. The Board shall establish all policies and salary schedules for Head Start 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, 1973, and shall continue in effect to and including August 14, 1976, and from year to year thereafter, unless during thirty days prior to March 15, 1976, (or any subsequent anniversary of March 15) 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
1972-73

<u>STEP</u>	<u>AB</u>	<u>AB + 20</u>	<u>MA</u>	<u>MA + 15</u>
1	8,130	8,280	8,730	8,880
2	8,536.50	8,694	9,166.50	9,324
3	8,943	9,108	9,603	9,768
4	9,349.50	9,522	10,039.50	10,212
5	9,756	9,936	10,476	10,656
6	10,162.50	10,350	10,912.50	11,100
7	10,569	10,764	11,349	11,544
8	10,975.50	11,178	11,785.50	11,988
9	11,382	11,592	12,222	12,432
10	11,788.50	12,006	12,658.50	12,876
11		12,420	13,095	13,320
12			13,531.50	13,764
13			13,968	14,208
14				
15	12,195			14,652

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 semester hours earned before September 1, after the AB is received will be counted toward the 20 semester hours.

QUALIFICATIONS FOR MA+15 - All semester hours earned after the MA is received are subject to prior approval by the Superintendent. An individual teacher has the right to present graduate or undergraduate credit for subsequent approval by the Superintendent.

APPENDIX A - Continued

It is expressly understood and agreed, however, that the 1974-75 and 1975-76 salary schedules as above set forth shall be revised annually to reflect an increase in the cost of living for the period August 15, 1974 to August 14, 1975, and for the period August 15, 1975, to August 14, 1976. The salary schedules for the foregoing two annual periods shall be determined by increasing the base AB salary over the present schedule by an amount equal to the percentage of increase in the annual cost of living. The cost of living shall be determined by using the February 1974 Index for the 1974-75 period as above defined; and the February 1975 Index for the 1975-76 period as above defined. The parties hereto agree to use the Consumer Price Index (1967 equals 100) prepared by the U.S. Department of Labor, Bureau of Labor Statistics, upon all items listed on the index and to prepare therefrom an annual average increase determined on the percentage of change of all items taken from the Detroit area, Chicago area, and the total United States.

APPENDIX B

INSURANCE

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

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 August 15, 1973 for the 1973-1974 contract year; August 15, 1974 for the 1974-75 contract year, and August 15, 1975 for the 1975-76 contract year.

OPTION 2* \$10/\$40 Hospital Indemnity Insurance, not to exceed the annual Single Subscriber rate of Blue Cross-Blue Shield Comprehensive, Rider D, MVF-1, Semi-Private Room Policy as of August 15, 1973 for the 1973-1974 contract year; August 15, 1974 for the 1974-1975 contract year; and August 15, 1975 for the 1975-76 contract year or \$21.00, whichever is greater.

*Note - Each teacher will be credited with one month of health insurance coverage, as per Appendix B Insurance, for each month of employment. Each teacher working five consecutive months will be granted one additional month's coverage, i.e. employee working 5 months will have 6 months coverage. A teacher must be employed more than 10 working days in the month to be credited a month of insurance coverage. However, a person who works a complete semester will be credited with six months of insurance coverage.

T B TEST

The Board will pay up to \$2.00 to a teacher per work year, for a T.B. Skin Test, provided the Allegan County Health Department makes a charge for a T.B. Skin Test,

Or...

The Board will pay up to \$5.00 for one chest X-ray per work year under the following conditions:

1. Teacher shows proof of a positive T.B. Skin Test.
2. Teacher submits bill to Business Office.
3. If the Allegan County Health Department offers this service free or at a reduced cost, the maximum amount paid by the Board shall not exceed that dollar amount charged by the Health Department.

SABBATICAL LEAVE

The Board has a Sabbatical Leave Policy.

APPENDIX C

FOOTBALL

Varsity	10%	Athletic Director (1 free period)	6%
Varsity Assts.	7%	Cross Country	5%
Reserve	7%	Wrestling	8%
Reserve Assts.	5%	Wrestling Assts.	5%
Freshman	7%	Baseball	7%
Freshman Assts.	5%	Baseball Assts	4%
		Track	7%
		Track Assts.	4%
		Jr. Hi. Track	4%
		Jr. Hi. Track Assts.	3%
		Tennis	6%
		Golf	5%
		Girls' Tennis - Sr. Hi.	3%
		Girls Basketball - Sr. Hi.	4%
		Girls' Softball - Sr. Hi.	3%
		Girls' Track - Sr. Hi.	2%
		Cheerleader Coach - Sr. Hi.	3%
		Cheerleader Coach - Jr. Hi.	3%

BASKETBALL

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.

Ind. Arts (Shop teacher only if 75% or more of teaching assignment involves a shop experience) $\frac{1}{2}$ % per semester

Sr. Hi. Band Director 8%

Jr. Hi. Band Director 6%

Sr. Hi. Vocal (with musical) 6%

Jr. Hi. Vocal (if ensembles) 4%

Asst. for Musical (1) 2%

Jr. Hi. Dramatics (per play) 2%

Sr. Hi. Dramatics (per play) 2%

Jr. Hi. Annual 1%

Special Education Type A 3%

In the following years the percentage shall be as indicated:

1973-74 2% 1974-75 1% 1975-76 0%

Special Education Type B 4%

Speech Correction 3%

In the following years the percentage shall be as indicated:

1973-74 2% 1974-75 1% 1975-76 0%

Team Teaching Director 1%

Debate and Forensics 2%

Sixth Grade Camp $\frac{1}{2}$ %

Summer Library Work (prorate salary 1/185 of annual salary per day for additional days hired and worked)

Guidance (prorated 2 weeks summer work)

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

No tenure for above positions

Mileage

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 11¢ per mile for years 73-74, 74-75; and 12¢ per mile for years 75-76.