

1966-68

To MEA

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PROPOSED EDUCATION ASSOCIATION AGREEMENT

Notice:

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Alma Ed. Assoc.

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Prepared by

Alma Education Association  
and the  
Alma Board of Education

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PROPOSED EDUCATION ASSOCIATION AGREEMENT

This Agreement entered into this        day of        , 1966,  
by and between the Board of Education of the City of Alma, Michigan, hereinafter called the "Board", and the Alma Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of the Alma Public School District is their mutual aim and that the character of such education depends predominantly 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, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

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

ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including classroom teachers, substitute teachers, guidance counsellors, librarians, school psychologists and social workers, speech and hearing therapists, visiting teachers, advising or critic teachers, teachers of the homebound or hospitalized, attendance or truant officers, school nurses, employed or to be employed by the Board (whether or not assigned to a public school building), <sup>but excluding all other such</sup> but excluding supervisory and executive personnel 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. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, providing that the Association has been given opportunity to be present at such adjustment.

C. Within thirty days of the beginning of their employment hereunder, teachers may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association (including the National Education Association and the Michigan Education Association or assessments withheld upon such

conditions as the Association shall establish in cooperation with the Board of Education. Such sum shall be deducted as dues from the regular salaries of such teachers and remitted not less frequently than monthly to the Association.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

## ARTICLE II

### Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in negotiation. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board, and Association undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership or nonmembership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board and the Association specifically recognizes the rights of the other party to invoke the assistance of the State Labor Mediation Board,

or a mediator from such public agency, or an arbitrator appointed pursuant to the provisions of this Agreement, and the Board agrees to be bound by any lawful order or award thereof.

C. The Association and its members shall have the right to use school buildings at all reasonable hours agreed upon by Association and Superintendent's office for meetings. No teacher shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises. Bulletin boards in teachers' lounge and other reasonable use of established media of communication shall be made available to the Association and its members.

D. The Board agrees to furnish the Association in response to reasonable requests from time to time available information concerning the financial resources of the district.

### ARTICLE III

#### Professional Compensation

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the three-year term of this Agreement, provided, however, that upon written notice to the other party at least ninety (90) days prior to the first day of April of every year of this Agreement, either party may request the reopening of negotiation of such salary schedule.

B. The salary schedule is based upon a normal weekly teaching load, as hereinafter defined in Articles IV and V. For extra work the teacher shall be entitled to appropriate additional professional compensation as set forth in

Schedule B which is attached to and incorporated in this agreement.

C. Teachers under 36 week basic contract shall not be required to work more than 187 days which will include not more than 162 student membership days.

D. Extra-curricular activities not covered in Schedule B will be filled by mutual agreement between the administration and the teacher. Non-compensated extra-curricular activities shall be a part of the professional responsibility of all teachers, whether or not they may have accepted other, compensated, extra duties.

E. Teachers involved in extra-curricular activities which require travel outside of their respective school buildings shall be entitled to expenses as stated in Paragraph I, Article III.

F. Teachers asked to take over a class of another teacher shall be paid \$4.00 per hour. In the case of a teacher being called away from a class unexpectedly due to a situation that has arisen during that day, this will not apply.

G. The following legal holidays shall be observed and all schools closed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

H. A teacher engaged during the school day in negotiating a contract in behalf of the Association with any representative of the Board, shall be released from regular duties without loss of salary.

I. Expenses of teachers to attend conferences, workshops and conventions in selected fields shall be paid at the approved rate per mile for transportation, and will include cost of meals, lodging, and fees.

## ARTICLE IV

### Teaching Hours

#### A. Secondary

The normal teaching hours shall be six(6) clock hours. Teachers shall be in their assigned places of duty twenty (20) minutes before the first assignment and shall remain in the assigned classroom ten (10) minutes, and in the building at least twenty (20) minutes after dismissal of students. Lunch shall be a duty free period of no less than thirty-five (35) minutes. Teachers are to be in their assigned place of duty five (5) minutes before the beginning of the first afternoon assignment.

#### B. Elementary

The normal teaching hours shall be six (6) clock hours. Teachers are to be in their assigned places of duty twenty (20) minutes before the first assignment and shall remain in the building twenty (20) minutes after the last assigned hour of the day. Teachers will be given thirty (30) minutes duty free noon hour. Remaining portion of the noon is available for supervisory duties.

C. The Board recognizes the principle of a standard forty-hour workweek and will, so far as possible, set work schedules and make professional assignments which can reasonably be completed within such standard workweek. The Board will not require teachers regularly to work in excess of such standard workweek.

D. All teachers will assume responsibility for discipline in hall areas when in the building.



ARTICLE V

Teaching Loads and Assignments

A. The normal weekly teaching load in the junior and senior high schools will be 25 teaching hours and 5 periods for preparation and counseling.

B. The normal teaching load in the elementary schools will conform to 6 hours of teaching time and assignments will be made by the building principal.

C. Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and for good cause, outside the scope of their teaching certificates or their major or minor field of study.

D. Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their principals as soon as practicable and prior to June 1st. An effort will be made to avoid reassigning probationary elementary school teachers to different grade levels unless the teacher requests such change.

ARTICLE VI

Teaching Conditions

~~A. (Association Proposal)~~

~~The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of teacher, administration and the Board. It is also~~

A. (Board Proposal) *OK*

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of the administration, teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end. Teacher-pupil ratio for academic classes will be kept as close to 1-30 as possible, consistent with scheduling requirements for traditional classrooms.

B. The Board shall furnish for school use, without charge, upon request, not more than two gym uniforms for physical education teachers, suitable protective garments for art, home economics, industrial arts, vocational, and science teachers.

C. The Board recognizes that appropriate instructional media are the tools of the teaching profession. The Board agrees at all times to keep the schools properly equipped and maintained.

D. Under no conditions shall a teacher be required to drive regular bus routes as part of his regular assignment.

E. The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Efforts will be made to provide a teachers' work room and materials center for each building.

F. Telephone facilities shall be made available.

G. Efforts will be made to provide adequate convenient parking facilities to teachers for their exclusive use.

H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher can only become the concern of the Board when his behavior is in violation of the NEA-NEA Code of Ethics, as adopted by the NEA Representative Assembly, Detroit, Michigan, 1963.

I. The provisions of this Agreement and the wages, hours and terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

## ARTICLE VII

### Vacancies and Promotions

A. Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and providing for appropriate posting in every school building. No vacancy shall be filled, except in case of emergency on a temporary basis, until ten days after notice has been given to the Association.

## ARTICLE VIII

### Leave Pay

A. The Board will grant a minimum of ten days sick leave per year with full pay on account of the followings:

- (1) Personal illness to each employee.
- (2) Serious illness in the immediate family.
- (3) Absence necessitated by exposure to contagious diseases in which the health of others would be endangered by his attendance on duty.

Unused days of sick leave each year shall be allowed to accumulate to 100 days.

It is understood that the immediate family is to include: wife, husband, children, father, mother, sister, brother or any relatives living under the same roof and supported by employee.

B. One day of the sick leave will be allowed annually for attendance at funerals of relatives other than those mentioned above.

C. For teachers new to the system, not more than one half of the sick leave of the current school year can be allowed before January 1 of that school year. At the end of the school year full credit will be allowed for up to the year's leave allowance, and adjustments made in payments.

D. Unused sick leave pay will be given to the beneficiary in case of the death of the teacher.

E. Any teacher who is absent because of an injury or disease compensable under the Michigan Workman's Compensation Law, shall receive from the Board for a period of up to 3 months or the remainder of the current school year, whichever is greater, the difference between Workman's Compensation allowance and his regular salary with no subtraction of sick leave.

ARTICLE IX

Leaves of Absence

A. Any teacher whose personal illness extends beyond the period compensated under Article VIII shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. The Board shall be empowered to require certification upon recovery by a physician of the Board's choice. Upon return from leave, a teacher shall be assigned to the same position, if available, or a substantially equivalent position.

B. Annual leaves of absence with pay chargeable against the teacher's sick leave allowance shall be granted for the following reasons:

(1) One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.

*OK*  
(2) ~~Two~~ <sup>Two</sup> day for the conduct of personal affairs which cannot normally be handled outside school hours. Arrangements are to be made not less than 24 hours in advance with the superintendent. *IT IS UNDERSTOOD THAT INTERVIEWS FOR ANOTHER*

*POSITION SHALL NOT BE CLASSIFIED AS PERSONAL AFFAIRS.*

C. Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:

(1) Absence when a teacher is called for jury service, provided the reimbursement for jury service is turned over to the schools.

(2) Court appearance in any case connected with the teacher's employment or the school.

(3) Time necessary to take the selective service physical examination.

(4) A minimum of 3 days for a death in the immediate family--immediate family being spelled out in Article VIII-A.

D. Extended leaves of absence without pay may be granted upon application, subject to the approval of the administration. The teacher shall return to that step of the index of the current salary schedule which follows the year when the leave was taken.

E. A maternity leave shall be granted without pay, commencing not later than the end of the sixth month of pregnancy, except that when this date falls within one school month of the end of the semester the teacher may be permitted to complete the semester. The teacher shall be entitled to return from such leave at any time within two years. The teacher shall return to that step of the index of the current salary schedule which follows the year when the leave was taken.

F. Leave of absence will be granted of up to two years to any teacher who joins the Peace Corps as a full-time participant in such program. The teacher shall return to that step of the index of the current salary schedule which follows the year when the leave was taken.

G. A teacher with seven years of experience in the Alma school system is eligible to receive one semester leave at one-half pay, the time to be used in advanced study, approved travel or work which will tend to increase the value of that person as a teacher. Application must be made three months prior to the beginning of the semester of leave. The number of teachers to be receiving leaves any one semester may be limited and applicants selected by the Board of Education. Pay for the absent period shall be made in equal installments along with the regular salary during the following year after return to active duty or some other method agreeable to the teacher and the Board of Education. The pay shall be at the regular rate according to the salary index.

H. Teachers who are officers of the Association or are appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. The teacher shall return to that step of the index of the current salary schedule which follows

the year when the leave was taken.

I. Military leaves of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any increments and sick leave allowances for up to two years which would have been credited to them had they remained in active service to the school system.

J. The Board shall grant a leave of absence without pay to any teacher to campaign for, or serve in, a public office, provided the activity is not in violation of the NEA-MEA Code of Ethics, as adopted by the NEA Representative Assembly, Detroit, Michigan, 1963.

*Note:*

ARTICLE I

Insurance Protection

*TEACHERS INDICATE THEY WOULD RATHER HAVE RAISE IN BASE THAN INSURANCE - IF THIS IS THE CHOICE.*

Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to furnish to all teachers the following insurance protection.

A. The Board shall provide without cost to the teacher group life insurance protection which shall pay to the teacher's designated beneficiary the sum of \$10,000.00 upon death and double indemnity in the event of accidental death.

B. The Board shall provide without cost to the teacher comprehensive hospitalization, medical and surgical protection to the teacher and his immediate family under the current basic M.E.A. insurance plan. If the teacher shows proof he has hospital insurance other than M.E.A. he may choose weekly indemnity or term life insurance, or a combination of the two rather than health insurance.

The cost of such insurance is not to exceed what would have been the cost of health insurance.

## ARTICLE XI

### Teacher Evaluation

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

B. Each teacher shall have the right upon request to review the contents of his own personnel file, S-16. 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 his choice from 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.

## ARTICLE XII

### Protection of Teachers

A. It is the duty of the teacher to maintain the level of discipline established by the policy of the administration. The teacher's effectiveness in carrying out these policies requires the reasonable support and assistance of the Board through the Administration.



B. Any case of personal assault upon a teacher shall be promptly reported to the Board through the administration. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher on duty and in line with school board policy, time lost by the teacher in legal action in connection with such incident or any other item mentioned in this article shall not be charged against the teacher.

D. Time lost by a teacher due to injury, involvement in legal counsel or action, as a result of personal assault upon a teacher by a student, will not be charged against the teacher.

E. The Board will reimburse a teacher for any loss, damage, or destruction of clothing or personal property that results from an assault of a student upon a teacher, while on duty in the school or on the school premises. If a teacher is injured while in the line of duty, medical, surgical and hospital care will be furnished.

F. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to person or property.

## ARTICLE XIII

### Negotiation Procedures

A. It is contemplated that matters not specifically covered by this agreement but of common concern to the parties may be subject to professional negotiations between them from time to time during the period of this agreement upon request by either party and acceptable to the other party. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

B. In the event the salary schedule is reopened for negotiation by either party, as provided in Article III of this Agreement, the parties will promptly negotiate for the purpose of reaching an agreement upon a revised salary schedule. At least ninety days prior to the expiration of this Agreement, the parties will likewise begin negotiations for a new agreement, covering wages, hours, terms and conditions of employment of teachers employed by the Board.

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.

D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate. The Association will not engage in or encourage strike action of any type during the life of this contract.

#### ARTICLE XIV

##### Grievance Procedure

A. A grievance is a complaint submitted as a grievance relating only to wages, hours, and other conditions of employment involving the work situation, or that there has been a deviation from or a misinterpretation or misapplication of a practice or policy; or that there has been a violation, misinterpretation, or misapplication of this Agreement.

B. Problems and grievances shall be presented and adjusted in accordance with the following procedures:

The teacher with a problem may first discuss the matter with the principal, directly or accompanied by the Association building representative, with the objective of resolving the matter informally.

STEP 1. In the event the matter is not resolved informally, the problem, stated in writing, may be lodged with or submitted as a grievance to the principal of the school in which the grievance arises within thirty days following the act or condition which is the basis of the grievance.

a. A grievance may be lodged and thereafter discussed with the principal:

- 1). by a teacher accompanied by an Association representative,
- 2). through an Association representative if the teacher so requests,
- 3). by an Association representative in the name of the Association.

- b. Within ten school days after receiving the grievance, the principal shall state the decision in writing, together with the supporting reasons, and shall furnish one copy to the teacher, if any, who lodged the grievance, and a copy to the Association representative.

STEP 2. Within ten school days after receiving the decision of the principal the aggrieved teacher may, on his own or through the Association, or the Association in its own name may, appeal from the decision at Step 1 to the Superintendent of Schools. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.

- a. Within ten school days after delivery of the appeal, the Superintendent shall investigate the grievance, including giving all persons who participated in Step 1 and representatives from the Association a reasonable opportunity to be heard. Upon request of the Superintendent or the Association all parties will meet at the same time.
- b. Within fifteen school days after delivery of the appeal the Superintendent shall communicate his decision in writing, together with the supporting reasons, to the aggrieved teacher, if any, to the representative designated by the Association who participated in this step, and to the principal.

STEP 3. Within ten school days after receiving the decision of the Superintendent, the aggrieved teacher, on his own or through the Association, or the Association, may appeal the decision of Step 2 to the Board of Education. The appeal shall be in writing, and shall be accompanied by a copy of the decision at Step 1 and Step 2. The aggrieved teacher or his Association representative or the Association, must be heard within twenty school days after the delivery of the appeal. The Board of Education shall communicate its decision in writing,

together with the supporting reasons, to the aggrieved teacher, if any, to the representative designated by the Association, and to the Superintendent within twenty-five school days after delivery of the appeal.

STEP 4. If the Association is dissatisfied with the decision of the Board of Education, the aggrieved teacher or his Association representative or the Association may within twenty days (1) submit any grievance under this Agreement to an arbitrator mutually agreed upon under the labor arbitration rules of the American Arbitration Association, at the equal expense of the parties; or (2) if the Association so requests, the Board or its representatives will meet further with the Association to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation and binding arbitration. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.

C. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during school hours, they shall be excused with pay for that purpose.

No teacher at any state of the grievance procedure will be required to meet with any administrator without Association representation.

D. If a grievance arises from the action of authority higher than the principal of a school, the Association may present such grievance at the next step of the grievance procedure. However, the principal of the school should be given a copy of the grievance.

E. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal

at the next step of this procedure within the time allotted had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing.

#### ARTICLE XV

##### Miscellaneous Provisions

A. The Board will attempt to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. If a teacher is aware of the fact that he or she cannot be available, the teacher should inform the administration at least one hour before the beginning of the first class assignment. It shall be the responsibility of the administration, and the administration only, to arrange for substitute teachers.

B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then

such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Any of the rights, powers, functions or authority which the Board of the Alma Public School District had prior to the signing of this agreement, or any agreement with the Association, are retained by the Board of the Alma Public School District, except as those rights, powers, functions or authority are specifically abridged or modified by public law or by this agreement or by any supplement to this agreement arrived at through the process of collective bargaining.

#### ARTICLE XVI

##### Duration of Agreement

This Agreement shall be effective as of \_\_\_\_\_ and shall continue in effect for three (3) years until the \_\_\_\_\_ day of \_\_\_\_\_, 1960.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

ALMA EDUCATION ASSOCIATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary