

66-67

Article I

Recognition

A. WHEREAS, the Albion Education Association has requested recognition as exclusive representative for professional negotiations.

AND WHEREAS, the Board of Education has determined that the Albion Education Association does represent the majority of the teaching personnel of the Albion Public School system.

AND WHEREAS, recognition of the Albion Education Association will be in accordance with Act 239, Public Acts of 1965.

THEREFORE, be it resolved that the Albion Board of Education does hereby recognize the Albion Education Association as the exclusive representative for professional negotiations for all certificated personnel in the Albion Public School district with the exception of:

1. All persons designated as building principals.
2. All persons designated as assistant superintendents of schools.
3. The superintendent of schools.

4. Non-regularly employed part-time teachers

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

C. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under Michigan General School Laws, or under policies, rules, and regulations of the Board of Education.

D. Definitions:

1. Whenever the word Association is used it shall mean the Albion Education Association.

2. Whenever the word Board is used it shall mean the Board of Education of the Albion Public Schools.

3. Whenever the word "teacher" is used it shall mean all certified personnel within the bargaining unit as defined in paragraph A above.

Albion Bd. of Educ.

M.E.A.  
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E. Lans.,  
M.I.

48524

Article II

Teacher Rights

A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under code of law of the State of Michigan; the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any lawful 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 specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board.

C. Facilities:

1. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, according to the general policies and rules of the board of education
2. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association while on school premises.

3. Bulletin boards, one per building, shall be provided by the Board, the location of said bulletin board in each building shall be mutually agreed upon by the duly elected or appointed representative of the Association and the principal in charge of said building.
4. The use of teachers mail boxes and the public address systems, where available, shall be guaranteed to the Association, subject to mutually agreed upon arrangements between the building principal and the duly elected or appointed representative of the Association.
  - a. The above statement shall not be construed to mean that the Board agrees to furnish public address systems in buildings where they are not presently available.
5. A vending machine for beverages may be installed at the request of the Association in any teachers' lounge provided there shall be no cost to the Albion Public Schools, either for installation, operation, or maintenance.

D. Information:

1. The Board agrees to make available for examination to the Association in response to reasonable requests from time to time all available information of a public nature concerning the financial resources of the district, tentative budgetary requirements and allocations and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint. The board shall be under no obligation to incur administrative costs in producing copies of the original documents for inspection hereunder without their previous consent.

Article III

Teachers Work Load

A. Work Day:

1. The teachers work day shall be from 8:00 A.M. until 4:00 P.M., including a duty free and uninterrupted lunch period. Each teacher whose schedule provides less than a 50 minute lunch period

shall have a period of time for preparation immediately before or after his lunch period, said period of time to be equal in length to the regular class period.

2. The above provision shall not apply to teachers teaching an overload or supervising a lunch period for which extra compensation is paid.
3. Nothing in this section shall be deemed to curtail the Board's right to determine the time or duration of the lunch period.
4. Any teacher having a lunch period of 30 minutes shall have his total work day reduced by 30 minutes.
5. All teachers shall be scheduled so as to be free from classroom instructional and supervisory duties at least 50 minutes per day.
6. Nothing in this section shall be deemed to curtail the Board's right to determine the time of this 50 minute period.

B. Work Year:

1. The teachers work year shall not exceed 195 days including holidays.
2. The normal winter vacation and spring vacation periods shall not be considered holidays.

Article IV

Leaves of Absence

A. Peace Corps and Others:

1. Leave of absence without pay may be granted for one year with provisions for a one year renewal, at the request of the teacher, to any teacher who joins the Peace Corps, Vista, or similar programs as a full-time participant in such program.
2. Any teaching experience for the purpose of increments shall be allowed on the salary schedule when a teacher is on leave of absence under number 1 above.
3. Special consideration will be given to teachers requesting leave for two-year programs.

B. Military

1. Military leaves of absence without pay shall be granted to any teacher who shall be inducted into, or shall enlist for military duty in any branch of the armed forces of the United States, in accordance with the provisions of Act 145, Public Act of 1943, State of Michigan. Any teaching experience for the purpose of increments on the salary schedule shall be allowed when a teacher is on leave of absence under number 1 above. (A. Peace Corps and others)

C. Sick Leave Policy

1. Sick Leave:

- a. An annual allowance for personal illness shall be granted for not to exceed ten days per year for full time staff members.
- b. The unused sick leave is to be credited to the teacher at the end of the service year, and may be accumulated without limit as to the total number of days.
- c. Any absence under the above provisions will be deducted from accumulated sick leave. Any absence beyond the accumulated balance will result in loss of compensation for the time off at 1/190 of the year's salary per day off.

2. Emergency Leave:

- a. Absence from duty without loss of pay, not to exceed a total of 5 days per year, may be granted by the Superintendent of Schools after application has been made by the teacher.
- b. This leave shall not have accumulative provisions and shall be granted at the discretion of the Superintendent of Schools.
- c. This shall not be deducted from accumulated sick leave.

3. Voluntary Leave:

- a. This leave shall be for the purpose of permitting the teacher to be absent from school for reasons other than those under A and B above.

- b. There shall be a maximum of two days per year allowed. This leave is not accumulative.
- c. When voluntary leave is granted, the teacher shall receive the difference between the daily substitute rate and his salary (1/190th of year's salary per day) for those days.
- d. No voluntary leave shall be granted for the two days immediately preceding or following any vacation period.

#### Article V

#### Protection of Teachers

A.

1. The board and administration recognize their responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The board further recognizes that the teacher may not fairly be expected to assume the role of custodian for emotionally disturbed students and will undertake to establish special classes for these students.

B.

1. Any case of assault upon a teacher, while in the performance of his duty as a teacher for the board, shall be promptly reported to the board or its designated representative. The board will provide all reasonable assistance to the teacher in connection with the handling of the incident.

C.

1. If any teacher is complained against or sued for action taken in the performance of his duties as a teacher so determined by the board of education, the board will provide all reasonable assistance including legal counsel.

- D. 1. Any complaints to an administrator by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.

## Article VI

### Negotiation Procedures

- A. In the event this contract is reopened for negotiations, by either party, as provided in the reopener clause of this agreement, the parties will promptly negotiate.
- B. 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.

Article VII

Grievance Procedures

- A. For the purpose of this grievance procedure section, the grievance must concern any existing rule, policy, order, or regulation of the Board of Education, This agreement, or anything concerning terms or conditions of employment.
- B. The association hereby agrees that it shall designate one Association Representative per building and agrees to inform the principal of each building of the name of said Association Representative as soon as he is appointed.
- C. Within 5 days of an incident the teacher may orally discuss the incident with the association representative in his building and/or his immediate principal. If a satisfactory conclusion to the complaint is not reached, the teacher and/or the Association Representative shall reduce the complaint to writing specifying the facts and file same within 5 days of the discussion with both the principal and superintendent. Once a complaint has been reduced to writing it shall be considered a grievance.
- D. Within 5 days of receiving the written grievance the principal shall specify in writing his decision and file copies with the association, the greiving teacher, and the superintendent.
- E. Within 5 days of receiving the decision of the principal or a maximum of 10 days, the superintendent shall arrange a meeting with the greiving teacher, the association representative, and the principal. At said meeting all parties including the principal shall be given an opportunity to be heard.



Within 5 days of the meeting the superintendent shall render his decision in writing, filing a copy with the association and the greiving teacher and retaining a copy for his permanent files.

- F. If the decision of the superintendent is unsatisfactory to the greiving teacher, then he may file in writing an appeal from said decision with the Board of Education at least 10 days prior to the next regular Board meeting. Upon receipt of the greivance , the secretary of the Board shall place same on the agenda for that meeting and at said meeting the teacher and/or representative shall be given an opportunity to be heard. The Board shall render a decision in writing not later than the next regular Board meeting thereafter transmitting a copy of same to the superintendent, the greiving teacher, and the association.
- G. If the decision of the board is not satisfactory, the teacher and/or the association may file his greivance with the State Labor Mediation Board as provided by law.
- H. Failure to appeal a decision at any level within the specified time limits shall be deemed an acceptance of a decision at that level and all further proceedings shall be barred. Should the teacher withdraw his greivance at any level or leave the employ of the system, all further proceeding of that greivance shall be barred.

Article VIII

Miscellaneous Provisions

- A. The Board shall agree at all times to maintain an adequate list of 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 the Agreement.
- 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 teacher or group of teachers or to the Albion Public Schools 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. The Board retains the right to modify existing policies or promulgate new policies from time to time as the need arises so long as this same is not covered in or in conflict with this agreement.
- F. The Board of Education retains all rights to manage the schools and to direct teachers and other school employees except as otherwise expressly provided in this Agreement.

Article IX

Duration of Agreement

- A. This Agreement shall be effective as of September 1, 1956 and shall continue in effect for one year until the 31 day of August, 1957.. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. During the month of January 1957, prior to the expiration of this Agreement, the parties will begin negotiations for a new contract.
- C. Either party may reopen the salary portion of this contract when there is a net change of income of twenty dollars or more per membership pupil for the 1966-67 school year in comparison with the 1965-66 school year. Net change shall be computed by adding allocated Millage, State Aid, and Tuition and dividing this sum by the official memberships for the 1965-66 and 1966-67 school years.

Article X

Economic Issues

A. Salary Schedule:

I. Basic Schedule:

- A. The maximum salary for teachers with a Bachelor's Degree shall be 146% of the minimum.
- B. The maximum salary for teachers with a Master's Degree, Master's Degree plus 15 semester hours, and Master's Degree plus 30 semester hours, shall be 150% of the minimum.
- C. Increments for salary scales shall be:
  - 1. Bachelor's Degrees:
    - a. Steps 1, and 5-9 -- 4% of minimum
    - b. Steps 2 and 4 ----- 5% of minimum
    - c. Step 3 ----- 6% of minimum
    - d. Steps 10 and 11 --- 3% of minimum
  - 2. Master's Degrees, Master's plus 15 semester hours, and Master's plus 30 semester hours:
    - a. Steps 1, and 4-11 - 4% of minimum
    - b. Step 2 ----- 5% of minimum
    - c. Step 3 ----- 6% of minimum
    - d. Step 12 ----- 3% of minimum
- D. Outside experience - Experience in schools other than Albion shall be equated through steps four at a year for year basis.
  - 1. A sixth year of outside experience credit may be given at the discretion of the school Administration.
- E. Minimum salaries - A.B. or B.S. - \$5,400.00
  - A.M. or M.S. - \$5,650.00
  - A.M. or M.S.  
plus 15 semester hours - \$5,800.00
  - A.M. or M.S.  
plus 30 semester hours - \$5,950.00

F. Salary Schedules:

1. Bachelor's Degree

<u>Step Number</u>	<u>Percent of Base</u>	<u>Salary</u>
0	100	5400
1	104	5616
2	109	5886
3	115	6210
4	120	6480
5	124	6596
6	128	6912
7	132	7128
8	136	7344
9	140	7560
10	143	7722
11	146	7884

2. Master's Degree

<u>Step Number</u>	<u>Percent of Base</u>	<u>Salary</u>
0	100	5650
1	104	5876
2	109	6158.50
3	115	6497.50
4	119	6723.50
5	123	6949.50
6	127	<u>7175.50</u>
7	131	7401.50
8	135	7627.50
9	139	7853.50
10	143	8079.50
11	147	8305.50
12	150	8475.00

3. Master's Degree plus 15 semester hours

<u>Step Number</u>	<u>Percent of Base</u>	<u>Salary</u>
0	100	5800
1	104	6032
2	109	6322
3	115	6670
4	119	6902
5	123	7134
6	127	7366
7	131	7598
8	135	7830
9	139	8062
10	143	8294
11	147	8526
12	150	8700

4. Master's Degree plus 30 semester hours

<u>Step Number</u>	<u>Percent of Base</u>	<u>Salary</u>
0	100	5950
1	104	5188
2	109	6485.50
3	115	6842.50
4	119	7080.50
5	123	7318.50
6	127	7556.50
7	131	7794.50
8	135	8032.50
9	139	8270.50
10	143	8508.50
11	147	8746.50
12	150	8925.00

II. Extra work pay schedule\* -

A. 1. Football:		
Head Coach -----		\$750
Assistant Coaches --		450
Reserve Coaches ----		450
Freshman Coaches ---		300
2. Basketball:		
Head Coach -----		\$750
Reserve Coach -----		450
Freshman Coach -----		300
7th and 8th Grade Coaches ---		200
3. Baseball and Track:		
Head Coaches -----		\$400**
Assistant Coaches --		250
4. Wrestling and Swimming:		
Head Coaches -----		\$500
5. Golf, Tennis, Cross Country:		
Head Coaches -----		\$300
5. Music and Dramatics Directors --		4% of appropriate teaching salary
7. G.A.A. and Cheerleaders Sponsors -		3% of appropriate teaching salary
8. Forensics -----		\$250
9. Merit -----		\$250 - \$300
10. Audio Visual -----	up to \$1,000	
11. Lunchroom Supervisors ---		\$100
12. Adult Education -----	up to \$1,000	

- 13. Director of Vocational Education ----- up to \$1,000
- 14. Community School Director -- \$750
- 15. Summer Session Director ---- \$600 - \$800
- 16. Athletic Director ----- \$750
- 17. Travel for itinerant teachers \$100 - \$500
- 18. Class Sponsors --- Grades 7-10 -- \$50  
Grades 11 and 12 - \$100

\* - In the event that the above named schedules of payment result in a smaller remuneration, for the 1966-67 school year than that received for the 1965-66 school year, to any individual coaching or directing the same activity as they coached or directed during the 1965-66 school year, the salary for that or those activities shall remain at the same level as that paid in 1965-66.

\*\* - The \$400 payment applies to spring baseball for the 1966-67 school year. If Albion continues a summer baseball program in place of the spring program the salary shall be negotiated for such a program.

III. Overloads - Secondary School Teachers who teach more periods than regularly scheduled periods shall receive additional compensation as per the following schedule: <sup>annual</sup>

\$4,500 - 5,000	-	\$700	per period		
5,001 - 5,500	-	750	"	"	
5,501 - 6,000	-	800	"	"	
6,001 - 6,500	-	850	"	"	
6,501 - 7,000	-	900	"	"	
7,001 -	-	1000	"	"	

IV. Special Education Salary Schedule -

A. The minimum salary schedule for special education personnel shall be \$150 and \$300 above the appropriate salary schedule for temporary and full approval respectively. All other provisions remain the same.

1. The above provision applies to teachers of the mentally handicapped children and to speech correction teachers only.

V. Substitute Teachers -

- A. Every attempt to secure a qualified substitute teacher will be made for a class whose regular teacher is not in attendance.
- B. Student teachers are to be considered qualified substitutes under agreements made with institutions of higher education.
- C. Regular classroom teachers may substitute for others in emergency situations.
- D. The salary of substitute teachers shall be \$20.00 per day.
- E. Substitute teachers shall go on regular salary schedule pay after having served five consecutive days on the same assignment.

VI. Health Insurance -

- A. The Albion Public School District will pay \$9.00 per month toward the hospitalization and health insurance of each full time employee.
- B. If two members of the same family are full time employees the hospitalization and health insurance payments for both may be applied to one policy.
- C. The employee shall choose either Blue Cross-Blue Shield or M.B.S.S.A. coverage.

VII. Longevity -

- A. After a teacher has completed 15 years of service in the Albion Public Schools he shall receive an additional increment of 2% of the minimum salary for his schedule. Additional longevity payments shall be made at five year intervals.
  - 1. For the purpose of determining the years of service in Albion the fifteenth year must have been completed prior to July 1, 1956.
  - 2. All teachers qualifying for fifteen or more years shall be equated at fifteen years.
  - 3. To be eligible to receive a longevity salary payment a teacher must have obtained a Master's Degree prior to July 1, 1956.



- B. Prior to the adoption of a master contract for the 1967-68 school year a joint committee representing the Board of Education and the Albion Education Association shall establish some criteria for the determination of longevity payments for future years.

VIII. Chaperones on Athletic Trips -

- A. Personnel covered by this contract will be paid at the rate of five dollars per trip when they serve as chaperones on spectator buses for athletic trips.
  - 1. The sponsor or coach of any activity or team shall not be considered as a chaperone on a spectator bus within the context of this provision of the contract.

B. Professional Growth

- I. For each semester hour of approved credit taken by an Albion Public School certificated personnel \$15 shall be paid. Correspondence courses shall not be included.
- II. The Superintendent of Schools shall approve or disapprove all applications for approval of courses.

Article XI

Personnel Policies