

Review

8/14/68 *67-68*

Albion
(4)

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

AGREEMENT

8/15/67

8/14/68

BETWEEN THE

ALBION BOARD OF EDUCATION

AND THE

ALBION EDUCATION ASSOCIATION

Albion Bd. of Educ.

MEA
1216 Kendall
E. Lansing, Mich.
48823

ALBION PUBLIC SCHOOLS
ALBION, MICHIGAN

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Agreement

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 certified personnel in the Albion Public School district with the exception of:

1. All persons designated as building principals.
2. All persons designated as assistant building principals.
3. All persons designated as assistant superintendents of schools.
4. The superintendent of schools.
5. All persons designated as full time community school directors.
6. All persons designated as federal project directors.

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 the 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 Article I, Part A, of this contract.

ARTICLE II

TEACHER, ASSOCIATION, AND BOARD RIGHTS

A. The teachers and the association, as the exclusive bargaining representative of the teachers, shall have and enjoy all of the

rights and privileges granted to them by Act 379 of the Michigan Public Acts of 1965 as amended from time to time and by other applicable Michigan statutes now or hereafter enacted except as expressed or limited by terms of this Agreement.

B. The Board hereby retains and reserves unto itself without limitation all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States except as expressly limited by the terms of this Agreement.

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 established by the Albion 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. Vending machines may be installed in the teachers lounges at the request of the Association and will be maintained by the Association without cost to the Albion Public Schools.

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 and non-confidential nature concerning the financial resources of the district, and 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 or process any grievance or complaint.

2. The Association agrees to reimburse the Board of Education for any reasonable extra expense incurred in furnishing materials, or making the records available to the Association.

ARTICLE III

TEACHER WORK LOAD

A. Teachers Work Day:

1. The teachers work day shall begin and end as follows:
 - a. Elementary teachers: K-5
8:00 a.m. - 11:30 a.m.
12:45 p.m. - 3:45 p.m.
 - b. Junior High School: 6-9
7:45 a.m. - 11:35 a.m.
12:35 p.m. - 3:15 p.m.
 - c. Senior High School: 10-12
8:00 a.m. - 3:00 p.m.
2. The teachers work day will begin at least 10 minutes before pupil day.
3. One hour per week may be added to the teacher work day for teacher meetings, in-service meetings, etc. This period shall not come on Fridays or on days preceding holidays or vacations. The principal and staff shall attempt to work out the day of the week for these meetings, but the principal may call these meetings upon 24 hours notice.
4. All teachers shall be scheduled so as to be free from classroom instructional and supervisory duties at least 50 consecutive minutes per day in addition to their lunch period.
5. No teacher may leave the school grounds during teacher work day without consent of principal with exception of the lunch period.
6. All Senior High teachers shall have a duty free, uninterrupted lunch period of at least 30 minutes between 11:00 a.m. and 1:30 p.m.
7. There will be a recess plan developed at each elementary school that will be agreeable to staff and principal.
 - a. A shared plan may be developed.
 - b. Other plans consistent with good education practices may be developed.
8. Overloads:
 - a. No teacher shall be required to instruct children more than 5 clock hours per day.
 - b. Teachers new to Albion Public School System may be offered overloads only if no current member of the department desires the overload.
 - c. Teachers who accept instructional duties in excess of 5 clock hours within the teacher work day shall be com-

pensated for said duties according to the following formula: For each clock hour or additional class period of additional duties the teacher shall be paid 17% of his basic teaching salary (excluding supplemental pay) on an annual or per diem basis.

- d. The administration will work toward the elimination of overloads.

B. Work Year:

1. The teachers work year shall not exceed 195 days including paid holidays.
2. The normal winter and spring vacations shall not be considered holidays.
3. In the event that only one pupil attendance day shall come between a weekend and a holiday this day shall be classified as a paid holiday.
4. Representatives of the A.E.A. and the Administration shall review the school calendar annually prior to its submission for adoption to the Board of Education. The complete school calendar will be put in this contract.
5. The Board of Education may expand the maximum number of work days for teachers in order to comply with but not to exceed statutory requirements to receive full State Aid; and the school calendar may be expanded to meet these statutory requirements.

C. Class Load:

1. Elementary:

- a. The parties agree that the mutual goal is to achieve an educationally sound pupil-teacher ratio and an educationally justifiable class size. To that end all attempts shall be made to lower class size as set forth in Article III, Section C, Part 1, sub-section b.

b. Desirable maximum class sizes are:

Kindergarten	28
Grades 1-2	28
Grades 3-5	30
Split grades	25

c. Maximum class size shall be:

Kindergarten	35
Grades 1-2	35
Grades 3-5	35
Split grades	1-2 27
	2-3 27
Split grades	3-4 28
	4-5 28

- d. After the second Friday in September regrouping of classes may be done as necessary to keep class size within the maximum as specified in Article III, Section C. The teacher and principal will mutually agree whether to regroup or exceed the maximum.
- e. As much as possible all split-classes will be level ability splits.

- f. The administration shall work toward the elimination of split classes.
2. Secondary:
- a. The maximum total teaching load per individual teacher in the Junior and Senior High Schools for other than teachers of performing music groups, and typing shall be 155 pupils per 5 periods of actual teaching (or a pro-rata number of pupils for a lesser or greater number of periods).
 - b. Attempts shall be made to reduce the total teaching load to 150 or less students.
 - c. The maximum class size except for performing music groups and typing shall be 35 pupils.
 - d. Shop classes using power equipment shall be limited to 25 pupils.
 - e. Team teaching and large shared group instruction will be exceptions to above Part a. and c. of Article III, Section C, Part 2.
3. These maximum class sizes may be exceeded in emergency situations such as lack of staff, lack of finances, or lack of facilities, provided that the Board and Administration continue actively to attempt to secure adequate staff, adequate financing and adequate facilities.
- D. Teacher Aides:
1. The Board will attempt to secure non-professional help for teachers to perform non-professional tasks whenever possible.
- E. Teaching Conditions:
1. Full-time kindergarten teachers shall be given one more day for parent conferences per conference time than regular elementary teachers.
 2. Part-time elementary teachers shall be required to spend the appropriate pro-rata time in parent conferences.
 3. The Board agrees at all times to keep all schools properly equipped and maintained according to standards established through policy determination and according to standards required of schools by other appropriate agencies.
 4. No secondary counselor shall be required to counsel in excess of 350 students.
 5. Teachers shall not be required to:
 - a. Supervise lunch rooms.
 - b. Supervise halls and playgrounds during students' noon hours.
 - c. Supervise bus students after the student day, except in emergency situations.
 - d. Catalogue library books, shelve library books, or prepare library displays in the library.
6. The film budget shall be sufficient to carry on the instructional program of the Albion Public Schools.
- a. Film requests from teachers for the succeeding year may be submitted by teachers through the Audio-Visual Director between January 1 and March 1.
 - b. Teachers shall be informed by April 1 as to the approval of requests, and orders shall be placed by April 15.
 - c. Teachers shall be informed of confirmations as soon as confirmations are received.

ARTICLE IV

LEAVES OF ABSENCE

- A. Leaves without pay:
1. Peace Corps and other leaves 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 contracted teacher who joins the Peace Corps, Vista, or similar program as a full time participant in such program. In-teaching experience for the purpose of increments on the salary schedule shall be allowed when said teacher is on leave of absence, as specified in Article IV, Section A, paragraph one above, for each year of experience said teacher would have advanced had he been employed in the Albion School District.
 2. Military:
 - a. Military leaves of absence without pay shall be granted to any contracted 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 period spent on military leave, not to exceed the initial enlistment or selective service term, shall be treated as full time teaching experience for any teacher granted this leave for the purpose of salary schedule payment and all previous sick leave accumulated prior to enlistment or selective service term shall be reinstated. There shall be no sick leave granted for the period of time spent in service.
 3. Health leave:
 - a. A contracted teacher may be granted leave, without pay, for health reasons when such leave shall have been certified as necessary by a physician acceptable to the Board of Education.
 - b. Such leave may be granted upon written application by the said teacher for that portion of the semester or school

- year yet remaining. Such leave may be renewed at the discretion of the Board of Education.
- c. Upon return from leave the said teacher shall be restored to his position or a position of like nature, seniority status, and pay.
 - d. The Board may place a teacher on leave for physical or mental disability within the provisions of the Michigan Tenure of Teachers Act.
4. Maternity leave:
- a. A joint committee of teachers and administrators shall be appointed to develop a Maternity Leave Policy for submission to the Board of Education. This proposal shall be submitted to the Board by January 16, 1968. The Board shall adopt a policy prior to the close of the 1967-68 school year.
5. Leave for schooling:
- a. Upon written application, a leave of absence for up to one year may be granted without pay for study. The regular salary increment shall accrue.
6. Public Office leave:
- a. A teacher on the staff of the Albion Public Schools, having attained two years of satisfactory service, shall be entitled to a leave of absence without pay to campaign for, or serve in, a public office.
 - b. Upon recommendation of the Superintendent, said leave shall be granted one semester at a time by the Board.
 - c. Requests for said leave must be received by July 1 of the campaign year. In cases of official appointments made after July 1, the Superintendent may waive this rule and recommend the leave to the Board.
 - d. Upon return from leave the said teacher shall be restored to his position or a position of like nature, seniority status, and pay.
7. General provisions:
- a. All applications for leaves under section A of Article IV must be filed in writing with the Superintendent and submitted to the Board at its next meeting.
 - b. All teachers on extended leave shall submit a written application for reinstatement to position for the beginning of the next school year or renewal of leave for another year by March 1st of the preceding year.
- B. Leaves with pay:
1. Sick leave:
 - a. All full time teachers shall be allowed 10 days sick leave for personal illness or injury to the teacher with pay, per year.
 - 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 caused by personal illness or injury to the teacher 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 1/195 of the year's salary per day off.
 - d. Part-time contracted teachers shall be granted sick leave on a ratio of their teaching load to full time teacher load.
 - e. A full time teacher who has exhausted his sick leave may, in case of extended illness borrow up to ten days of next year's sick leave with a promissory note. These days will be deducted at the beginning of the following school year. Any teacher who terminates his employment shall repay the school system the amount owed for sick leave days advanced under this policy at his salary rate at the time he applied for the advance.
 - f. Part-time contracted teachers may borrow their pro-rata share of sick leave based on the ratio of their teaching load to a full time teaching load.
2. Emergency leave:
- a. Absence from duty without loss of pay, for not to exceed 5 days, for emergency reasons shall be granted to all full time teachers.
 - b. Emergency leave shall be subject to the Board's approval.
 - c. This leave shall be for emergency reasons dealing with the teacher and his immediate family. Some reasons for emergency leave which are acceptable but not necessarily limited to are:
 - (1) Illness in family necessitating the teacher's absence.
 - (2) Funerals.
 - (3) Subpoenaed as a witness in a court case.
 - d. This leave shall not have accumulative provisions.
 - e. This leave shall not be deducted from accumulated sick leave.
 - f. A full time teacher may obtain up to 2 days of additional emergency leave upon application. When the additional days are granted the teacher shall receive the difference between the daily substitute rate and his salary (1/195th of year's salary).
 - g. Part-time contracted teachers shall be granted emergency leave on a ratio of

of their teaching load to full time teaching load.

3. Personal business leave:

- a. Personal business leave without loss of pay for full time teachers shall be provided at the rate of not to exceed two days per year.
- b. This leave is non-accumulative.
- c. The personal business leave shall be used only for the purpose of handling personal affairs which cannot be transacted on a weekend or after school hours. Some examples of personal business affairs which are acceptable but not necessarily limited to are:
 - (1) Certain types of legal commitments.
 - (2) Unusual circumstances related to professional growth.
 - (3) Certain types of family obligations.
- d. No personal business leave shall be granted immediately preceding or following any vacation period.
- e. Personal business leave shall be approved by the superintendent in advance of the date requested for leave.
- f. Part-time contracted teachers shall be granted up to two personal business part-time days on a ratio of their teaching load to full time teaching load.

4. Jury Duty leave:

- a. A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expense) for each day the teacher reports or performs jury duty and on which he otherwise would have been scheduled to work, provided that the teacher cooperates with the administration in seeking to be excused from such service.

5. Released time:

- a. When agreeable to both the Board and Association a contracted teacher may be released from regular duties, without loss of pay, to engage in negotiations, or to process a professional grievance.
- b. A contracted teacher may be released, without loss of pay, subject to the approval of the Board, to conduct school business.
- c. The A.E.A. President shall have the freedom to move from school to school to conduct Association business after the pupils' day closes.

d. The Association may use time after the pupils' day to conduct Association business, if no after school meetings are scheduled.

e. The teaching staff, as a whole, shall be released from regular duties, without loss of pay, for not less than 2 or more than 4 days for workshops, programs, and conferences oriented solely to improving professional competency. Nothing herein shall be deemed to curtail the Board's right to scheduling these days.

ARTICLE V

PROTECTION OF TEACHERS

- A. 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 and services for these children.
- B. A teacher may use such force as is necessary to protect himself from attack or prevent injury to a pupil.
- C. A teacher may send to the principal and/or may request removal of a pupil from one class or classroom when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.
- D.
 1. Any written complaint to an administrator about a teacher shall be promptly called to the teacher's attention.
 2. A written record of the complaint shall be made by the administrator complained to. This record shall be given to the teacher, the complainant, the building principal, and the superintendent of schools.
 3. No action shall be taken on any complaint directed toward a teacher unless such matter is promptly reported in writing to the teacher concerned. As soon as possible after the complaint a conference of the teacher, the Association representative, the principal, and others involved will be set up to discuss the complaint. Only the results of this discussion may be included in the teacher's personnel file if it is felt necessary. If any question of breach of professional ethics is involved, the Association shall be notified.
- E. Any case of assault upon a teacher on or off school property which had its inception in a

school-centered problem shall be reported immediately in writing to the Superintendent or his designated representative. In the event of such an assault, the teacher involved may request assistance of the Board in such matter. These requests shall be made in writing to the Superintendent. The Board shall 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 agencies if the teacher has acted within the scope of Board authority.

- F. Salary lost by a teacher in connection with any incident mentioned in this Article V, not compensable under Workmens Compensation, shall not be charged against the teacher unless he is adjudged guilty by a court of competent jurisdiction.
- G. The Board will reimburse teachers for any loss, theft, damage or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises if the teacher is not negligent. The minimum reimburseable loss shall be \$5.00 and the maximum reimbursement shall be \$100.00.
- H. No teacher will be required to administer any medication prescribed for a student.
- I. No teacher shall be required to transport any child for any reason.

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, or a mediator from said agency, including fact-finding, or any other lawful measures it may deem necessary.
- C. The terms and conditions of employment provided in this contract shall remain in effect until the expiration of this contract. Nevertheless, because of the special nature of the public education process it is recognized that matters may, from time to time, arise of vital mutual concern to the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion of these problems. These discussions are not considered negotiations under this contract and are not to be binding on either party.
- D. Neither party in any negotiation shall have any control over the selection of the negotiation or bargaining representatives of the

other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and Board, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE VII

GRIEVANCE PROCEDURES

- A.
 - 1. For the purpose of this grievance procedure section, a grievance must concern an alleged violation, misapplication, or misinterpretation of the express provisions of this contract, the written policies of the Board of Education, or any of the rights and privileges granted to teachers by Act 379 of the Public Acts of 1965 of the State of Michigan, as amended from time to time, or by other applicable Michigan statutes now or hereinafter enacted.
 - 2. A grievant may be either an individual or the Association.
- 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 by October 1st of each year.
- C. Within five working days of the alleged violation, misapplication, or misinterpretation of the express provisions of this contract, the written policies of the Board of Education, or any of the rights and privileges granted to teachers by Act 379 of the Public Acts of 1965 of the State of Michigan, as amended from time to time, or by other applicable Michigan statutes now or hereinafter enacted, the grievant must orally discuss this grievance with his building principal. If a satisfactory decision by the building principal is not reached orally within ten working days after the alleged violation, misapplication, or misinterpretation, the grievant shall reduce the complaint to writing, using the Professional Grievance Form found in Schedule B attached to and made a part of this contract, specifying the facts of the complaint and file the same within 15 working days of the alleged violation, misapplication, or misinterpretation, with his building principal, the Superintendent, and his Association representative.
If the grievance involves more than one school building, the grievant may file directly with the Superintendent of Schools. If the grievance has been filed with the Superintendent of Schools, as provided in Article VII, Section C, the Superintendent shall or-

ally discuss the alleged violation, misapplication, or misinterpretation, and the same procedure shall be followed as established by the procedure in the preceding paragraph.

- D. After receiving the professional grievance report, the principal shall specify in writing his decision with the Association representative, the grievant and the Superintendent, within 20 working days of the alleged violation, misapplication, or misinterpretation of the express provisions of this contract, the written policies of the Board of Education, or any of the rights and privileges granted to teachers by Act 379 of the Public Acts of 1965 of the State of Michigan, as amended from time to time, or by other applicable Michigan statutes now or hereinafter enacted.

If the grievance has been filed directly with the Superintendent, he shall file in writing his decision with the grievant, the Association representative, within 20 working days of the alleged violation, misapplication, or misinterpretation.

- E. If the decision by the principal and/or superintendent is not satisfactory to the grievant, the grievant, within 23 working days of the alleged violation, misapplication, or misinterpretation, shall file a request for a hearing on grievance with the Superintendent.
- F. Within 30 working days of the alleged violation, misapplication or misinterpretation of the express provisions of this contract, the written policies of the Board of Education, or the rights and privileges granted to teachers by Act 379 of the Public Acts of 1965 of the State of Michigan, as amended from time to time, or by other applicable Michigan statutes now or hereinafter enacted, the Superintendent shall arrange a meeting with the grievant, the Association representative, and the principal. At this said meeting all parties, including the principal, will be given an opportunity to be heard. Within five working days of the hearing, the Superintendent shall render his decision in writing, filing a copy with the Association representative, the grievant, and the principal.
- G. If the decision of the Superintendent is unsatisfactory to the grievant, then the grievant may file in writing an appeal from said decision with the Secretary of the Board of Education at least one working day prior to the next regular Board meeting. Upon receipt of the grievance, the Secretary of the Board shall place the same on the Agenda for that meeting, and at that meeting the grievant and/or the Association representative and/or the principal shall be given an opportunity to be heard. The Board of Education shall render a decision in writing not later than five working days after the Board meeting at which the hearing was held, transmitting

a copy of the same to the Superintendent, the grievant, and the Association representative.

- H. If the decision of the Board is unsatisfactory, the grievant may file the grievance with the State Labor Mediation Board, within 10 working days of the date the Board of Education rendered its decision, and take advantage of all provisions of the State Mediation Board, including fact finding, as provided by law.
- I. If either party is dissatisfied with the recommendation of the State Labor Mediator and/or fact finding, he may submit a request, within 10 working days of the presentation of findings by the Labor Mediation Board as referred to in paragraph H above, to the other party for arbitration. In this case the Labor Mediation Board shall be asked to submit a list of appropriate arbitrators. The arbitrator shall be mutually agreed upon from this list.
The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to abide by the decision of arbitration.
- J. 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.
- K. Should a grievant withdraw his grievance at any level or leave the employ of the system, then all further proceedings of the grievance shall be barred.
- L. The grievance procedure shall not apply in those areas in which the Tenure Act prescribes a procedure or authorizes a remedy.

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 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 the same are not covered by or in conflict with this Agreement.

All existing and future school policies and regulations not covered in or in conflict with this Agreement shall remain in effect.

F. Adequately maintained parking facilities will be provided at all schools. This does not guarantee off-street parking if on-street parking is available within one block of a school building, nor does it guarantee parking adjacent to all school buildings.

G. Teachers shall be reimbursed by principals for out of pocket expenses for prior approved expenditures.

H. The Board will provide remedial reading instruction at all schools.

I. Storage space for instructional supplies shall be provided in all buildings.

J. Teachers shall have access to basic textbooks, school policies, and school procedures at all times.

K. Teachers will be notified of their tentative programs for the coming school year, including the schools to which they will be assigned, grades and/or subjects that they will teach, and any special or unusual classes that they will have as soon as practical, and under normal circumstances not later than August 1st.

Nothing in this section, however, shall be deemed to require actual students be assigned to classes prior to the opening of school.

L. Administrators shall have the time and shall aid teachers with instructional problems. To this end an administrator shall observe each teacher at least twice in every year. Each observation shall be followed by a conference between the administrator and the teacher.

M. The Board will provide physical education, art, and music instruction by specialists for grades 3 through 5 at least one period per week. An attempt will be made to provide physical education for grades 1 and 2 as much as possible.

N. The principal shall check out keys to teachers who have the need to enter the building after school hours for school activities or professional activities.

O. The Superintendent shall decide and announce on WALM on days of excessive snow, prior to 6:45 A.M., whether or not school will be in session.

P. Public address systems in schools shall not be used for teacher evaluation.

Q. Separate dining areas shall be provided for teachers in all schools.

R. All schools shall have work areas for teachers. Equipment and materials for teachers to prepare instructional aids and prepare les-

sons shall be available through their principal's office.

S. All necessary teacher's and student's supplies and textbooks shall be on hand so that school may open in the fall.

ARTICLE IX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of August 15, 1967, and shall continue in effect for one year through the 14th day of August, 1968. 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 March, 1968, prior to the expiration of this Agreement, the parties will begin negotiations for a new contract.

C. In the event that the State Legislature increases the State Aid per pupil formula after August 2, 1967, for the 1967-68 school contract year, an amount equal to the percentage relationship of teacher salaries to the school budget as of the above date, shall be apportioned equally to all teachers in a lump sum, provided the said apportionment exceeds \$10.00 per teacher.

ARTICLE X

ECONOMIC ISSUES

A. Salary Schedule:

I. Basic Schedule:

A. The maximum salary for teachers with a Bachelor's Degree shall be 149.% 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 157.6% of the minimum.

C. Annual increments for salary scales shall be:

1. Bachelor's Degrees: 4.1%

2. Master's Degrees, Master's plus 15 semester hours, and Master's plus 30 semester hours: 4.8%

D. Outside experience - Experience in schools other than Albion shall be equated through step 7 at a year for year basis.

E. Minimum salaries -

A.B. or B.S. - \$6,000

A.M. or M.S. (105% of A.B.) - \$6,300

A.M. or M.S.

plus 15 semester hours (107.5% of A.B.) - \$6,450

A.M. or M.S.

plus 30 semester hours (110% of A.B.) - \$6,600

F. Salary Schedules:

1. Bachelor's Degree -

Step Number	Percent of Base	Salary
0	100	6,000
1	104.1	6,246
2	108.2	6,492
3	112.3	6,738
4	116.4	6,984
5	120.5	7,230
6	124.6	7,476
7	128.7	7,722
8	132.8	7,968
9	136.9	8,214
10	141	8,460
11	145.1	8,706
12	149.2	8,952

Longevity after 2% additional
15 yrs. in Albion of maximum - 9,131.04
179.04

2. Master's Degree -

Step Number	Percent of Base	Salary
0	100	6,300.00
1	104.8	6,602.40
2	109.6	6,904.80
3	114.4	7,207.20
4	119.2	7,509.60
5	124	7,812.00
6	128.8	8,114.40
7	133.6	8,416.80
8	138.4	8,719.20
9	143.2	9,021.60
10	148	9,324.00
11	152.8	9,626.40
12	157.6	9,928.80

Longevity after 2% additional
15 yrs. in Albion of maximum - 10,127.38
198.58

3. Master's Degree plus 15 semester hours -

Step Number	Percent of Base	Salary
0	100	6,450.00
1	104.8	6,759.60
2	109.6	7,069.20
3	114.4	7,378.80
4	119.2	7,688.40
5	124	7,998.00
6	128.8	8,307.60
7	133.6	8,617.20
8	138.4	8,926.80
9	143.2	9,236.40
10	148	9,546.00
11	152.8	9,855.60
12	157.6	10,165.20

Longevity after 2% additional
15 yrs. in Albion of maximum - 10,368.50
203.30

4. Master's Degree plus 30 semester hours -

Step Number	Percent of Base	Salary
0	100	6,600.00
1	104.8	6,916.80
2	109.6	7,233.60
3	114.4	7,550.40
4	119.2	7,867.20
5	124	8,184.00
6	128.8	8,500.80
7	133.6	8,817.60
8	138.4	9,134.40
9	143.2	9,451.20
10	148	9,768.00
11	152.8	10,084.80
12	157.6	10,401.60

Longevity after 2% additional
15 yrs. in Albion of maximum - 10,609.63
208.03

II. Extra pay for Extra Work:

A. Athletics:

1. Head football and head basketball coaches -----
----- 12% of basic teaching salary
2. Assistant coaches in football and basketball -----
----- 8% of basic teaching salary
3. Freshman football and basketball coaches -----
----- 6% of basic teaching salary
4. 7th & 8th grade coaches in football and basketball -----
----- 3.5% of basic teaching salary
5. Head wrestling and swimming coaches -----
----- 9% of basic teaching salary
6. Assistant coaches in wrestling and swimming -----
----- 5% of basic teaching salary
7. Baseball and track coaches -----
----- 7% of basic teaching salary
8. Assistant coaches in baseball and track -----
----- 4% of basic teaching salary
9. Summer baseball shall have an additional \$100 added to regular baseball coaching stipend.
10. Golf, tennis, and cross-country coaches -----
----- 6% of basic teaching salary

B. Other extra work pay positions:

1. G.A.A. and Cheerleaders -----
----- 4% of basic teaching salary
2. Forensics (includes Debate) -----
----- 5% of basic teaching salary
3. Senior High School Instrumental, Vocal and Dramatics Directors -----
----- 5% of basic teaching salary
4. Junior High School yearbook and newspaper advisor -----
----- 4% of basic teaching salary

5. Vocational and Athletic Directors (if a teacher) -----
----- 12% of basic teaching salary
 - a. For 1967-68 no person in either of these positions shall have either his pay for or time allotted to the position reduced as a result of adopting this schedule.
 6. Student Council Sponsor - (if a teacher) -----
----- 2% of basic teaching salary
 7. Class Advisor -
 - a. Grades 6 - 10 ----- 1% of each advisor's basic teaching salary
 - b. Grade 11 ----- 1½% of each advisor's basic teaching salary
 - c. Grade 12 ----- 2% of each advisor's basic teaching salary
 8. Safety Patrol Sponsor - (if a teacher) ----- 2%
of sponsor's basic teaching salary
 9. Merit ----- 250 - 300
 10. Travel ----- 100 - 500
- C. Hourly Rated Positions:
1. Adult Education and Summer School teachers:
 - a. For each hour a teacher teaches a course which gives school credit toward graduation, if course is not federally financed --- \$6.00
 - b. For each hour taught in a non-credit course ----- \$4.00
 2. Driver Education:

For each hour taught after the student's day ends or in the summer ----- \$5.00
- D. Teachers in the area of business and industrial and trade skills may be given credit for work experience on a year for year basis up to seven years if the teacher is vocationally certified in these areas and teaches vocationally approved courses.
- E. Regularly employed part-time teachers shall receive 1/5 of their appropriate salary (compared to full time teachers on the same step of the salary schedule) for each hour they instruct children.
- F. Regularly employed part-time teachers shall advance according to the number of full years of teaching experience or their equivalent.
- G. A teacher may change from one salary schedule to another at any time he produces evidence of qualification for a change to another schedule. The change will be effective as of the date of qualification or change of status.

III. Special Education Schedule:

- A. The minimum salary for all teachers of the mentally retarded, and teachers of speech and hearing therapy, shall be 103% of minimum salary for the teacher's degree status, if the teacher is temporarily approved by the Department of Education.
If the teacher is fully approved by the Department of Education the minimum salary shall be 108% of the minimum salary for the teacher's degree status. All other provisions of the salary schedule remain as in Article X, Section I.
- B. The minimum salary of other teachers who have temporary approval for special education programs shall be 105% of minimum salary of the teacher's degree status, if the teacher has full approval his minimum salary shall be 110% of the minimum salary for the teacher's degree status. All other provisions of the salary schedule remain as in Article X, Section I.

IV. Substitute Teachers:

- A. Substitute teachers shall receive 5/6th of the daily rate for a beginning teacher with a bachelor's degree. This daily rate shall be computed by dividing the annual minimum salary for a beginning teacher with a bachelor's degree by 195 and taking 5/6th of that as the daily substitute rate.
 - B. Substitute teachers shall go on regular salary schedule pay after serving 5 consecutive days on the same assignment.
 - C. Teachers may substitute for other teachers in emergency situations for not to exceed one hour per day. They shall be paid \$5.00 for this hour.
 - D. Student teachers are to be considered qualified substitutes under agreements made with institutions of higher education.
- B.
1. The Albion Public School District will pay for each full time teacher up to \$12 per month for any or all of the following:
 - a. Health and Hospitalization Insurance.
 - b. Group Term Life Insurance.
 - c. Income Protection Insurance.
 2. For part-time teachers (2/5 - 4/5 teaching) \$6 per month shall be paid under the above provision.
 3. The teacher shall file the necessary authorization for his selection of the above on or before October 1, 1967. This written authorization shall be for a period of one year and may not be changed prior to October 1, 1968.

In an emergency an appeal from this may be directed to the Superintendent.

4. The teacher shall choose either Blue Cross-Blue Shield or M.E.S.S.A. coverage for health and hospitalization insurance.
5. The Board will select the carrier for Group Term Life Insurance, Income Protection Insurance.
6. The money cannot be paid as salary.

C. Longevity -

1. After a teacher has completed 15 years of service in the Albion Public Schools he shall receive an additional increment of 2% of the maximum salary for his schedule. Additional longevity payments shall be made at five year intervals.
 - a. For the purpose of determining the years of service in Albion the fifteenth year must have been completed prior to July 1, 1967.
 - b. The teachers qualifying for fifteen or more years shall be equated at fifteen years.
2. Those teachers who received a longevity increment during 1966-67 shall be equated at 16 years for 1967-68.

D. Chaperones on Athletic Trips -

1. 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.
 - a. 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.

E. Professional Growth -

1. For each semester hour of credit leading to a master's degree taken by an Albion School System teacher, \$18.00 shall be paid.
2. For each semester hour of graduate credit after the master's degree has been obtained, taken by an Albion School System teacher, \$18.00 shall be paid, except that if the graduate credit applies to either a doctorate or specialist degree \$23.00 shall be paid
3. No payment shall be made for correspondence courses.
4. The superintendent shall approve or disapprove all applications for payment of courses.

F. Terminal Leave -

1. In recognition of service to the school district, a terminal leave payment shall be paid to a teacher upon retirement, or upon his death to his estate, provided such teacher shall have been employed by the school district for not less than a total of 20 years.

2. The payment to the teacher shall be based upon the average best 5 consecutive years basic teaching salary which the teacher shall have been paid while a teacher in the Albion Public School System.

- a. This average salary shall be multiplied .01 (1 percent) and the product multiplied by the number of years taught in Albion.

3. The minimum age to receive a terminal leave payment shall be 55 years.

- G. Re-employment of former Albion teachers - Any former teacher of the Albion School District who is re-employed within 5 years of the date he left the Albion Public Schools shall be given credit for each year taught in the Albion Public Schools, or the teacher may choose to come under the provisions of Article X, Section A, sub-section I, part D.

ARTICLE XI

PERSONNEL POLICIES

A. Professional Personnel:

The Superintendent shall have the sole power to appoint, assign, transfer, promote and demote, or suspend all employees except as otherwise provided by Law and by the rules of the Board and this Agreement. All appointments, promotions, demotions, suspensions, which shall be made by the Superintendent shall be reported to the Board for approval and confirmation.

B. Recruitment, Selection and Recommendation of Personnel:

1. The best education occurs when well qualified and dedicated teachers are placed in as ideal a situation as the community can provide. Therefore the Board of Education, through its Superintendent, shall attempt to secure the best qualified and dedicated teachers possible.
2. It shall be the duty of the Superintendent to recruit and recommend only those people who are well qualified and dedicated people. They shall meet all qualifications established by law and by the Board of Education and this Agreement for the type of position for which the nomination is made.
3. The Superintendent may use assistants as needed to aid him in recruiting and selecting staff members.
4. Factors which influence selection:
 - a. Training and certification.
 - b. Demonstrated professional competency.
 - c. Personality and compatibility.
 - d. Suitability for position.
 - e. Age.
5. All professional personnel shall be recommended in writing by the Superintendent of Schools.

6. Should a person nominated by the Superintendent be rejected by the Board of Education, it shall be the duty of the Superintendent to make another recommendation.
 7. The Superintendent is hereby authorized to sign for the Board of Education all teaching contracts as provided in Section 569 of the School Code.
 8. No new teacher shall be employed by the Board for a regular teaching assignment who does not have at least a Bachelor's degree and a Michigan certificate.
 9. Since pupils are entitled to be taught by teachers who are working within their area of competence, a teacher shall not be assigned, except temporarily and for good cause, outside the scope of his teaching certification and his certified major and certified minor field of study. The Albion Education Association Executive Board shall be notified in any case where a teacher is assigned outside his certification area, or the area for which he is academically qualified. The Board shall have all rights to assign or place teachers except as expressly limited by this Agreement.
 10. Preference in assigning teachers to duties in addition to their normal teaching schedule, for the duration of this contract, including but not limited to such things as adult education courses, driver education courses, extra duties which are enumerated in Article X, and summer school courses, shall be given to teachers regularly employed in the Albion Public School District who are qualified for these extra duties.
2. Building principals and central staff administrators may request transfers of staff members from one building to another within the district, or for transfers from one department to another. Transfers will be made upon the basis of value to both the district and the individual.
 3. All requests for transfer, both from staff members and administrators shall be in writing and shall state reasons for desiring transfer. These requests shall be submitted directly to the Superintendent. Transfers to be effective in September of any year must be submitted to the Superintendent prior to March 1st of the same calendar year.
Decisions on transfer will be made by the Superintendent who may consult all members involved.
 4. An in-voluntary transfer will be made only in case of emergency or to prevent undo disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer.
The Board shall have all rights to reassign teachers except as expressly limited by this Agreement.

Administrative Rules and Regulations for Professional Personnel: (Policy B.)

1. The Superintendent does hereby delegate to the Assistant Superintendent for Instruction, the responsibility for recruitment of certified personnel. He, the Assistant Superintendent, may consult with others, both in the local system and without, and may involve others in the recruitment process.

C. Process for Reappointment or Dismissal:

1. Recommendations to the Superintendent for reappointment or dismissal, shall be made in writing by the building principal, on or before March 1st of each year.

D. Transfers:

1. Any staff member shall be permitted to make application for positions and assignments in other schools within the district, and to other departments within the same school.

Transfers will be made upon the basis of value to both the district and the individual.

E. Vacancy (Promotion and Transfer):

1. All staff members shall be notified when vacancies occur. General bulletins shall be issued and requirements for filling vacancy listed in bulletin. Any staff member may apply for any position for which he is certified and qualified. All applications (for vacancies) shall be in writing and received in the Superintendent's Office by the deadline listed in the bulletin announcing the vacancy. No person shall be hired for said vacancy before the deadline of the written application has passed.
2. Applicants for promotion and/or transfer shall be considered along with outside applicants for the same position. The same criteria shall be used in evaluating all applicants..
3. Whenever the criteria for the position are changed all staff members shall be notified so that persons formerly not eligible who wish to apply may still do so.
The Board shall have all rights to reassign teachers except as expressly limited by this Agreement.

F. Physical Examination:

1. For the protection of pupils and personnel, this Board of Education shall require proof of freedom from active tuberculosis in the form of an x-ray as a condition of entering employment and annually thereafter for all full and part-time personnel employed by the Board.

The initial and annual screening test shall be provided by the Board of Education. Any further costs shall be paid by the employee. All personnel found with active tuberculosis shall be given a leave of absence for treatment until they are officially certified as being inactive. Upon such certification, the Board of Education shall return the employee to his former employment status or equivalent duties, without prejudice.

2. A physical examination may be required by a certified medical doctor at school expense, whenever in the opinion of the Superintendent, such an examination is warranted.

Physical Examination - Administrative Rules and Regulations: (Policy F)

A. T.B. X-rays:

1. All employees are required to secure x-rays annually.
2. Arrangements for x-rays to be taken in Albion will be made through the Superintendent's Office once a year.
3. New staff employees who need x-rays should contact their principal for information regarding process of securing x-ray and reading.

G. Retirement:

1. Effective July 1, 1962, all certified personnel shall retire on June 30th following their sixty-fifth birthday. If in the opinion of the Board of Education, the services of a person are considered unusually beneficial to the school system, the Board may request a person to continue beyond the compulsory age on a year to year basis.

H. Professional Growth - Administrative Rules and Regulations. (Article X, Section E)

1. The application-payment form for approval of courses shall be secured from building principals. These must be filled out, returned to the principal, forwarded to the Assistant Superintendent for Instruction, and the courses approved by him before the courses are taken in order to be eligible for payment.
2. Requests for payment of approved hours must be accompanied by a grade certificate or some other acceptable evidence of successful completion of work. The completed application-payment form should be returned to the principal for transmission to the Superintendent's Office.
3. Payment for summer session work will be made on or after the second check in September following the summer session in which the work was taken. Staff members must be under contract with the Albion Public Schools at the time payment for summer session is made.

I. Travel:

1. Mileage rates for private cars on school business shall be 8¢ per mile.
2. School personnel who travel or attend functions as representatives of the Albion Public Schools shall have actual expenses paid.

J. Payroll deductions:

1. Upon written authorization from a staff member the Board of Education will deduct from wages and salaries for any or all of the following agencies:
 - a. The Battle Creek Credit Union.
 - b. Albion Community Chest.
 - c. Tax Sheltered Annuities.
 - d. Professional Dues.
 - e. Hospitalization, Health Insurance, Income Protection.
 - f. Life Insurance.
2. The written authorization for deduction will remain in effect until written modification or discontinuance is filed with the Business Department.
3. Annual written authorization forms shall be required for the following types of deductions:
 - a. Albion United Community Chest.
4. All notices for changes must be filed at least 10 days prior to the payroll date the change is to be effective.
5. The Board of Education and Association will determine which checks deductions shall be taken from prior to August 15.
6. All legally required deductions shall be in addition to any of the above elective ones.

K. Payroll Periods:

1. Pay periods shall be every other Friday beginning the second Friday in September.
2. Any pay period due during the holiday or vacation period shall be paid the last day of school before the holiday or vacation period.
3. All contracted teachers, either on a full-time or part-time basis, will receive their regular pay in the amounts of 1/26th of their contracted salary each pay period.
4. Teachers shall receive the remainder of their full contractual pay on the last day of school.

1967-68 Payroll Periods

September 8 - 22
 October 6 - 20
 November 3 - 17
 December 1 - 15 - 22
 January 5 - 19
 February 2 - 16
 March 1 - 15 - 22
 April 5 - 19
 May 3 - 17
 June 7

SCHEDULE A

Summary of Grievance Procedure:

1. A teacher or the Association may file a grievance.
2. Within 5 working days of incident, discuss orally with principal.
3. Principal's oral decision within 5 working days of discussion.
4. If principal's oral decision unsatisfactory, grievant may file on written form (Schedule B) grievance with building principal, superintendent, and building representative.
5. Principal's written decision with 5 working days of receiving written grievance.
6. If principal's written decision unsatisfactory, grievant may file grievance in written form with superintendent within 3 working days.
7. Superintendent will arrange hearing within 7 working days with all parties concerned.
8. Superintendent's written decision within 5 working days of hearing.
9. If superintendent's written decision unsatisfactory, can file in written form grievance with Secretary of Board, within 1 working day prior to next regular Board meeting.
10. Board's written decision within 5 working days of Board meeting.
11. If Board's written decision unsatisfactory, grievant may file grievance with State Labor Mediation Board (can include fact finding).
12. If mediation does not bring about a satisfactory decision a grievant may proceed to arbitration.

* — The above are general time limits, if maximum number of days are used at each step in above procedure.

SCHEDULE B

GRIEVANCE REPORT

1. School District: _____
2. School building, or buildings: _____
3. Date of alleged violation, misinterpretation, or misapplication: _____
4. Date of filing report: _____
5. Section of contract, or written policies or rights guaranteed by law, alleged to have been violated, misinterpreted, or misapplied: _____
6. Statement of facts: _____
7. Remedy requested: _____
8. Date orally discussed with principal: _____
9. Decision of principal regarding grievance: _____
10. Date decision was rendered: _____

11. A. Subject to provisions of the professional negotiations agreement between the Board and the Association, I hereby authorize the representative or representatives of the Association recognized by the Board as my collective bargaining representative to process this request or claim arising therefrom in this or any other stage of the professional grievance procedure, or to adjust or settle the same.

 Grievant or Grievants
 Signature

- B. I do not wish the Association to process this request or claim, or to adjust or settle the same.

 Grievant or Grievants
 Signature

**ALBION PUBLIC SCHOOLS
 CALENDAR FOR SCHOOL YEAR OF 1967-1968**

Pre-School Workshop	Aug. 28 - Sept. 1
Enrollment of Students	Sept. 5
Regional Institute	Oct. 12 - 13
Thanksgiving Vacation	Nov. 23 - 24
Winter Vacation	
School Closes	Dec. 22, 1967
School Reopens	Tues., Jan. 2, 1968
First Semester Ends	Jan. 19
Spring Vacation	March 22 - April 1, 8:00 A.M.
School Closes, Students	June 6
School Closes, Teachers	June 7

	Work Days	Membership Days	Attendance Days
September	21 ¹	20 ²	19
October	22	22	20
November	22 ³	21 ⁴	20
December	16	16	16
January	23 ⁵	22	21
February	21	21	21
March	16	16	16
April	22	22	22
May	23 ⁶	22	21
June	5	4	4
	191	186	180

¹Includes Labor Day

²Labor Day

³Includes Thanksgiving and Friday

⁴Thanksgiving

⁵Includes January 1 and Semester End

⁶Includes Memorial Day

IN WITNESS WHEREOF, the parties have executed this agreement this 15th day of August 1967.

EDUCATION ASSOCIATION

Ruth Landon
Its President

Pamela Hurd
Its Secretary

Thomas Chisholm
Chairman, Negotiating Committee

Ivan Muhlenkamp
Negotiating Committeeman

BOARD OF EDUCATION

Mrs. Pauline Chopper
Its President

Robert J. Geyer
Its Secretary

Carl W. Brautigam
Superintendent of Schools

John Schuring
Negotiator of the Board