

OFFICE OF PROFESSIONAL NEGOTIATIONS  
Michigan Education Association

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6/30/67 **FILE**

Allen Park Bd of Ed.

# Agreement

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*1216 Kendale*

BETWEEN THE

*E. Lansing, Mi. 48823*

Board of Education of the  
Allen Park Public Schools

AND THE

Allen Park Federation of Teachers

A.F.T.—A.F.L.—C.I.O., Local 1181



The Allen Park Public School System

Allen Park, Michigan

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## RECOGNITION

- A. The Board recognizes the Union as the sole and exclusive bargaining representative for all personnel in the bargaining unit described as follows:

All certified teachers, excluding:

Superintendent, Assistant Superintendent, Business Manager, Director Pupil Personnel Services, Director Adult Education, Director Health and Physical Education, Chairmen of Counselors, Principals and Assistant Principals, Department Chairman, High School only of Business Education, Industrial Arts, Homemaking Department and Language; Coordinating Department Chairman.

This agreement applies only to employees in the bargaining unit.

- B. Teachers have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment.
- C. The Union agrees to maintain its eligibility to represent all teachers by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of, any employee organization.
- D. With respect to all matters affecting the working conditions, assignments, remuneration and/or welfare of employees as put forth in this agreement, the Board agrees that it will make no changes in the present condition and/or policies which fall under the scope of this agreement without prior negotiation and agreement with the Union.

- E. Teacher representation on any committee, agency, Commission or other such body established by the Board, or by any agent of the Board shall be selected from a list nominated by teachers in the area of concern. The Board, or its agent, shall have the right to question the exclusion of any qualified person from the list submitted and shall be entitled to a written explanation for the exclusion of any teacher from such a list.
- F. The Board shall, within a reasonable length of time, make available to the Union upon its request, any and all information, statistics and financial records which may be necessary to make intelligent decisions relevant to negotiations, or necessary for proper enforcement of the terms of this agreement. This is not to be construed to mean records of a private or personal nature, unless such records are necessary to the welfare of the individual or individuals involved and are requested with their full and written consent.
- G. The Board shall deduct from the pay of each employee from whom it receives authorization to do so, the required amount of monthly Union dues, excluding assessments. Such deductions will continue year-to-year automatically in the absence of written notice of withdrawal. The Union shall be promptly notified of all such withdrawals.
- H. The Union shall be provided bulletin board space in the teachers' studies and/or lounges in each school.
- I. The Board guarantees the right of the Union to post professional literature on teachers' bulletin boards. (See Section H.) The Board further guarantees the right of the Union to distribute professional literature through teachers' mailboxes and by inter-school mail. It is understood that at no time shall students be involved in the dissemination of such literature and such material shall not be made readily accessible to them.
- J. School rooms shall be made available for Union meetings as per existing policy.
- K. The President of the Union shall be granted sufficient time, as needed, to pursue Union business. Such released time will be arranged through his principal. Any time in excess of one day duration will be cleared through the central office.



- L. Each Union Building Representative shall be granted sufficient time, as needed, to pursue Union business. Such released time will be arranged through his principal.
- M. The Superintendent of Schools and the principals of each school shall meet with representatives of the Union at the request of the Union, and at the convenience of both parties, on matters of educational policy and development and on matters relating to the implementation of this agreement.
- N. All previous written policy will remain in effect unless specifically changed as written in this agreement.
- O. Union building representatives are guaranteed speaking time at any and all general teacher meetings upon request, provided it is understood that they may be placed last on the agenda, but within the accepted time limit placed on such a meeting.
- P. Two complete books of school policies, including a copy of this contract will be available in each building, one maintained by the Union building representative, and the other by the building principal. A copy of this contract will be distributed by the Board to all teachers covered by this agreement.
- Q. The Board agrees that delegates from the Union may attend state and national conventions to a limit of five (5) consecutive work days or the length of the convention, whichever is shorter, and not suffer loss of leave days.
- R. The Union and the administration will jointly recommend the yearly school calendar.
- S. The Union and the administration will jointly recommend to the Board the number of days in the school year.
- T. The Union president will be provided the complete minutes and agenda of all regular and special Board meetings at the same time as such minutes are distributed to others.
- U. A place on the agenda of all Board meetings will be reserved specifically for APFT representatives and shall be so indicated in the written agenda and in the resultant Board minutes, provided such request is made by noon Friday preceding the regular meeting.

## 11. TEACHING CONDITIONS

### A. General Teaching Conditions

1. The number of yearly teaching days shall be set at one hundred eighty-five (185), pending further study.
2. The teaching day shall be defined as fifteen (15) minutes before the teacher's first class or preparation period until ten (10) minutes after the teacher's last class or preparation period.
3. A duty-free lunch period will be guaranteed every teacher.
4. Full-staff meetings.
  - a. Compulsory full-staff meetings will be limited to ten (10) hours per year.
  - b. The building Principal shall post or publish an agenda at least one day prior to general staff meetings where possible.
  - c. Teachers will notify their Principal if they are to be absent from a scheduled staff meeting.
  - d. After school staff meetings will be no longer than one hour duration.
5. Transfers
  - a. All tenured teachers have the right to request a transfer. Such request may indicate preference of grade-level assignment, subject assignment, department assignment and extra-curricular assignment. A teacher requesting transfer shall be placed on a list to be known as the transfer list, which should be established and maintained.
    - (1) Requests for transfer shall be made in duplicate, one copy for the building Principal and one copy for the personnel office. Such request will be kept on file for one (1) school year.
    - (2) Requests which were not acted upon, if no vacancies occur, must be re-filed every second school year in order to remain active.



- (3) The Board reserves the right to return to his previous position any teacher who fails to qualify for permanent certification.
- b. A list of all vacancies for all available positions shall be posted and made available to all teachers in sufficient time to permit application. All teachers shall have a right to apply for available positions. Teachers will have five (5) working days to accept or reject the offered transfer.
- c. There shall be a minimum notice of a vacancy of at least thirty (30) school days prior to the vacancy opening, where possible.
- d. New teachers will not be hired to fill specific vacancies until teachers already in the system shall have had an opportunity to apply and all qualified applicants within the school system shall have priority in the filling of vacancies.
- e. Teachers seeking transfer shall be given consideration on the basis of seniority and qualifications.
  - (1) For this purpose, seniority shall be determined by the number of years of teaching service in the school system or building.
  - (2) Qualifications, for this purpose, shall mean training and experience.
- f. Within school building transfers
  - (1) In the case of teachers with equal seniority and qualifications indicating the same choice, the teacher who first requested assignment to the vacancy will be given preference.
  - (2) The Principal shall decide in cases where two or more such teachers submit application within a range of five (5) consecutive school days.
- g. Systemwide transfers
  - (1) If a vacancy becomes available in the system, preference shall be given to the teacher with the greater number of years of teaching service in the school system.

- (2) In the case of teachers with an equal number of years of teaching service and qualifications indicating the same choice, the teacher who first requested assignment to the vacancy would be given preference.
  - (3) The Superintendent, or his designee, shall decide in cases where two or more such teachers submit application within a range of five (5) consecutive school days.
  - (4) No teacher shall be transferred against his will without valid and demonstrable reason.
  - (5) No administrator shall deny a transfer to a teacher who is qualified for the job vacancy, whether transfer position involves transfer within a school, between schools at the same or different levels, or from one subject area to another, without valid and demonstrable reason.
  - (6) Notice of vacancies occurring during the summer shall be posted in the administrative office with a copy sent to the Union president or his designee.
- h. Upon request, a teacher who has been denied a transfer will be presented with the reasons for denial, in writing, if the teacher requests.

#### 6. Teachers' files

- a. No material relating to a teacher's conduct, service, character, or personality shall be placed permanently in any file unless the teacher has had the opportunity to read the material. It is understood that materials on loan to the school from a college or university placement office are confidential and therefore are exempt from the provisions of this section.
- b. The teacher shall be given the opportunity to acknowledge that he has read such material by affixing his signature to the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its contents.



- c. The teacher shall have the right to place explanatory notes or letters in his file pertinent to any written or printed material and this shall be attached to the file copy.
  - d. The teacher shall be permitted to examine his file upon reasonable request.
  - e. The teacher, with his building representative or designee, shall have the right to temporarily withdraw materials from his file, provided a receipt is furnished.
  - f. Material of a non-professional nature ( i. e. letters from parents, newspaper clippings, records of phone calls, etc. ) will not be placed in any teacher file without the teacher's consent.
  - g. All materials placed in the files must bear the date and have affixed the signature of the writer, or other proper identification as to source.
  - h. There shall be no secret files in the system.
  - i. All derogatory materials, excluding annual evaluations, over five (5) years old will be removed.
  - j. No material may be removed or destroyed without the consent of the teacher.
  - k. A committee shall be established to study, evaluate, standardize and recommend improvements in the filing procedure.
- 7. Since the present bargaining unit specifically excludes teacher department chairmen and teacher coordinators, no stipulations regarding these individuals have been included in this contract.
  - 8. No teacher will be required to take responsibility for more than one class at a time at any grade level within the existing organizational structure.
  - 9. Wherever, and as soon as possible, teachers will be provided with a place of privacy in each building for business telephone conversations.

10. Whenever a teacher is summoned for an interview for the record which may lead to disciplinary action, he shall be entitled to be accompanied by a representative of the Union who is employed in the system and he shall be informed of this right.
11. Substitute Teachers
  - a. No substitute teacher will be required to complete any form relative to filling a regular teaching assignment.
  - b. Teacher preference will be given consideration when hiring substitutes.
  - c. Teachers will not be required to get their own substitutes when absented from their classes by administrative edict.
  - d. No teacher with demonstrable need relative to providing for the children in his classes shall be required to substitute, except in emergencies arising from acts of God.
12. The extent of an in-service training program will be jointly determined by teachers and administrators according to determined needs by November 1, 1966.
13. Teachers will be consulted before capital outlay requests are made so that items of high priority get primary consideration.
14. Teachers recognize the valuable and continuing service rendered in behalf of education by the PTA; however, membership and attendance in any community group, service organization or club shall continue to be voluntary on the part of the teachers.
15. Non-tenure teachers
  - a. The Board and the Union agree that special attention and supportive help and guidance in classroom techniques shall be provided the new teacher. All available resources including principals, assistant principals, department chairmen, tenure coaches as well as the experience and diverse abilities of all the teachers should be utilized to help orient the new teacher.



- b. Non-tenure teachers shall not act as an hourly substitute, accept an extra class, provide cafeteria control or perform any other such chores on his preparation period that would affect his best performance as a teacher, until all other possibilities are exhausted.
  - c. Non-tenure teachers with less than five (5) years prior teaching experience shall not accept responsibility for a "student teacher".
  - d. Inexperienced non-tenured teachers shall not be considered for positions that would be considered a promotion.
- 16. No teacher will be required to accept an extra class for the year.
- 17. Changes in present Operational Policy Book
  - a. Re: #5152, change to...organize a classroom conducive to effective learning.
  - b. Re: #5152, change to...manage a classroom so that every pupil has the opportunity to progress in his work.
  - c. The Superintendent shall not dismiss a teacher he has reason to believe is physically or mentally ill without medical verification from a recognized hospital of the teacher's choice. Where such an examination is requested, the Board shall bear the cost.
- 18. The principal will loan a key for extended use of building facilities by teachers on weekends and during vacations.
- 19. The Board agrees, in principle, to the need for a reading improvement center available to all grades and will begin a preliminary investigation to determine the scope, mechanics and related factors necessary for the prompt implementation of such a program.
- 20. Discipline Procedure
  - a. The Board and the Union agree that the adjustment of behavioral problems are the joint responsibility of teachers and administrators. Teachers shall have

immediate recourse to administrators who shall give the teacher effective and consistent support in each case. To accomplish the foregoing, the following discipline policy shall be implemented:

- (1) A teacher may temporarily exclude from his class a child who in the teacher's opinion is causing a serious disruption.
- (2) The teacher should confer with the principal or assistant principal or counselor to provide the necessary information concerning the problem and shall provide a statement of the problem in writing at the time or within twenty-four (24) hours.
- (3) The teacher will re-admit the child only after some adjustment has been made, and following a conference including all concerned parties. The teacher shall be present unless it is agreed that his presence is inadvisable. In any event, the teacher will be informed as to the results of the conference and/or the adjustments.

Following such a conference, one of several courses of action will be taken:

- (a) The child will be returned to the class with the understanding that he will correct his behavior.
  - (b) The child may be returned to class while his case is being referred to one of the special services. (visiting teacher, psychological clinic, counselor, etc).
  - (c) Consideration may be given for the transfer of students from one classroom to another, by mutual consent of the teachers.
- b. A continuous record of school discipline cases will be maintained in a place available for staff use as a basis for recommendations for suspensions and intelligent administering of penalties for misdemeanors.
  - c. A child who assaults a teacher will be suspended from school.
  - d. Since emotionally disturbed pupils and pupils who present severe disciplinary problems impede the educational progress of the entire class, teachers faced



with such pupils in their classes shall be given early support in the form of psychological and social case work assistance and by serious consideration of the removal of such pupils from the class.

21. Promotion... the following procedures shall govern the promotions to available positions within the system:
  - a. The administration shall provide a table of organization and a description of the qualifications required for all professional positions within the system that are administrative or supervisory in nature or otherwise regarded as promotion because of higher salary, released time or increased responsibility.
  - b. A list of all vacancies and the qualifications for such positions must be made available to the professional staff. In the event of a vacancy, there shall be a minimum notification of fifteen (15) school days prior to the filling of such vacancy.
  - c. All eligible personnel applying for these vacancies must be considered and notified of the result of such considerations. Applicants for any position from outside the system will not be considered or appointed unless teachers in the system do not qualify or accept such appointment.
  - d. Notice of vacancies occurring during the summer shall be posted in the administrative office with a copy sent to the Union president or his designee.
  - e. The Union recognizes the right of the Board to hire administrators from outside the system.

22. Administration

- a. The Superintendent shall provide job descriptions for all positions considered administrative or supervisory in nature and clearly define their respective roles as they relate to, or affect the work or actions of teachers.
- b. Where teachers are responsible to more than one supervisor, they shall be advised by their principal as to the exact delineation and/or division of such responsibility.

- c. The Union leadership shall have the right to request the Superintendent and/or Board to review any instances of serious behavior on the part of management brought to their attention by members of the instructional staff whenever such behavior is considered detrimental to the school and personnel. This information must be adequately documented. Evidence must indicate that the situation has not or could not be resolved by contact at the level of occurrence.
- 23. Teachers shall continue to participate in all phases of curriculum development, including selection of text books, materials and supplies and programs of special instruction outside the scope of "regular" curriculum offerings.
  - 24. Each teacher shall be provided the means to purchase necessary classroom supplies not generally ordered.
  - 25. Each teacher shall receive at the beginning of the week, a calendar of events scheduled in his building for that week.
  - 26. Classroom interruptions by administrators, supervisors, principals, department chairmen, counselors and other teachers whether via the inter-com or in person shall be permitted only in case of emergency or when no other reasonable alternative is possible.
  - 27. Although teachers will not be held responsible for restitution for loss or damage of school or student property while officially on duty, repeated occurrence will be cause for investigative concern.
  - 28. Each teacher will continue to be granted released time, with full pay, to attend educational workshops, meetings, conventions and related activities regarded as conducive to professional growth as per existing policy.
  - 29. Teacher evaluation
    - a. The Board and the Union agree that a joint committee be established to review the current procedure and teacher evaluation form with the option to revise. The joint committee shall make its report in the form of recommendations to the Superintendent of Schools. Until such recommendation shall have been adopted by the Board, evaluation of the teachers will take place



in the usual manner, except those procedures specifically changed in this agreement until new guidelines have been adopted.

- b. A teacher will be informed in advance that he is to be evaluated. Such evaluation shall only be conducted by an administrator. Following each evaluation, a conference will be held between the teacher and the administrator within a reasonable time of the observation, and the teacher will receive a written report of the observation signed by the administrator. The teacher will be given the right to make comment on the report in a space provided for this purpose and shall sign this report which signature will only signify that the teacher has seen the evaluation and/or reply to it. A copy of the evaluation with the teacher's comment shall be placed in the teacher's personnel file.
- 30. Classes will be dismissed one half day yearly for the purpose of conducting a room inventory. Assistance or extra compensation will be provided for those classrooms requiring more time. (Shops, Science, etc.)
  - 31. Where "two-way" room communication systems are in use, there must be provided a continuous warning system (beep) which will function when the classroom is the point of origination. The building representative shall have the option of checking the operation of such a system. Any apparent malfunction will be reported to the principal by the teacher concerned.
  - 32. The Board agrees to avoid split level classes wherever possible and further agrees that the present split level classes will be phased out as soon as practical.
  - 33. At no time will a teacher be required to assume the duties of a principal.
  - 34. Tenure teachers will not need to submit lesson plan books at year end, but will make lesson plans accessible to their principal or supervisor upon reasonable request.

## B. ELEMENTARY TEACHING CONDITIONS

1. Teachers will be guaranteed a twenty-five (25) or thirty (30) minute self-directed preparation period daily during the hours when classes are in session.
2. All elementary teachers shall be guaranteed a duty-free lunch period of at least one hour duration. In schools where students must remain for lunch, a teacher may volunteer to supervise the lunch room for pay, but may not serve in this capacity for more than thirty (30) minutes each day.
3. Every effort will be made to hold class sizes below a maximum of twenty-five (25) students.
  - a. Acceptable reasons for exceeding maximum optimum size are:
    - (1) Lack of space available to permit scheduling any additional class or classes to reduce class size.
    - (2) Conformity to the class size would result in placing additional classes on a short time schedule.
    - (3) Conformity to the class size objective would result in the organization of split classes.
    - (4) A class larger than the maximum is necessary or desirable in order to provide for specialized or experimental instruction or for placement of pupils in a subject class of which there is only one in a grade or class.
  - b. In the event that it is necessary to assign a teacher to a class which exceeds the recommended optimum size, the principal will stipulate the reason to the teacher or to his building representative.
4. Substituting
  - a. Teachers may be asked to relieve or substitute for another teacher only during his preparation period.



- b. Teachers who are asked to relieve or substitute for other teachers will be paid the regular hourly substitute rate.
  - c. The building principal will be responsible for keeping a record of each quarter hour or portion thereof served by each teacher as a substitute.
- 5. An expanded program of music, art and physical education will be provided. Such teachers are to assume full charge of pupils during these classes.
  - 6. When music, art or physical education teachers are absent, paid substitutes will be provided where possible.
    - a. In the event outside substitutes cannot be found, the regular room teacher will be considered "the substitute" and be paid the current rate.
  - 7. If refreshments are to be provided for students or teacher groups, the preparation shall be accomplished by mutual agreement between the parties concerned.

C. Junior and Senior High School Teaching Conditions

- 1. All teachers will be guaranteed a fifty-five (55) minute self-directed, duty-free preparation period daily, except as provided elsewhere.
- 2. Every effort will be made to hold class sizes below a maximum of twenty-eight (28) students.
  - a. Acceptable reasons for exceeding maximum optimum size are:
    - (1) Lack of space available to permit scheduling any additional class or classes to reduce class size.
    - (2) Conformity to the class size would result in placing additional classes on a short time schedule.
    - (3) Conformity to the class size objective would result in the organization of split classes.

- (4) A class larger than the maximum is necessary or desirable in order to provide for specialized or experimental instruction or for placement of pupils in a subject class of which there is only one in a grade or class.
  - (5) All other exceptions shall be agreed mutually between the building principal and the department involved.
- b. In the event that it is necessary to assign a teacher to a class which exceeds the recommended optimum size, the principal will stipulate the reason to the teacher or to his building representative.

3. Assignment criteria

- a. No later than sixty (60) days prior to the end of the school year, principals of junior and senior high schools shall distribute program preference sheets to all teachers. Where possible, the teacher's class preferences and schedule for the coming year will be honored.
- b. Prior to the end of the school year, teachers will be notified of: subjects to be taught; grade levels of the subjects to be taught; room numbers; any special or unusual classes and the grade level of the same; the hourly sequence of classes to be taught; any extra contractual assignment responsibility and to which lunch hour he is assigned.
- c. Teachers will be immediately notified of any changes if unavoidable changes occur before the beginning of the new school year.
- d. No teacher will be required to teach more than four (4) consecutive classes without either lunch or a preparation period separating them, and where possible, this number will be held to three.
- e. The number of rooms in which assignments occur will be held to an absolute minimum.



- f. No teacher will be required to have more than three (3) separate lesson preparations and every effort will be made to hold preparations to two (2).
4. All persons who teach will share equally in homeroom responsibilities and other unremunerated chores, except as provided elsewhere.

### III. FRINGE BENEFITS

- A. The Board agrees to pay the total premium cost for Blue Cross-Blue Shield Comprehensive Hospitalization Certified M-75 Medical-Surgical Plan insurance.
- B. The Board agrees to pay the total premium cost for a straight term group life insurance policy with \$3,000.00 benefit.
- C. The Board agrees to pay the total premium cost for a group accident and sickness insurance guaranteeing income for disability.
- D. Each teacher shall be granted one visiting day per year with full pay for the purpose of observing other classrooms either within or outside the system as approved by the building principal and as per existing policy.
- E. The Board agrees, in principle, that teachers should be reimbursed for loss, damage or destruction of personal property while in school or on official school business and agrees to make recommendations to this end by January 1, 1967.
- F. Assistance in assault cases
  - 1. It shall be the responsibility of the principal to report all cases of assault,, however rare, suffered by teachers in connection with their employment to the Superintendent who, in turn, will notify the Board Attorney.
  - 2. The Board Attorney shall inform the teacher immediately of his rights under the law and shall provide such information in a written document.
  - 3. The services of the Board Attorney shall be made available to assist the teacher whether he is acting as the plaintiff or defendant as follows:
    - a. By obtaining from the police and from the principal relevant information concerning the culprits.
    - b. By accompanying the teacher in court appearances.
    - c. By acting in other appropriate ways as liaison between the teacher, the police and the courts.



4. This assistance is intended to apply only to the criminal aspect of any case arising from such assault.
- G. Absences resulting from school-related assaults are not to be charged against sick leave and shall be paid for in full. Where, in the judgement of the administration, verification of absence is necessary, such must be forthcoming.
- H. Sick Leave
1. Twelve (12) days of sick leave, with pay, shall be allotted yearly.
  2. Five (5) days will be allotted for personal business and will not accumulate.
  3. Sick leave days shall accumulate to a maximum of one hundred fourteen (114).
  4. The first seventeen (17) sick days of each current school year may be used for personal illness or illness in the immediate family. Additional days may be used for personal illness and will be charged against the teacher's accumulated bank.
  5. At the termination of service and after ten years (10) in the system, the teacher will receive one-half of his accumulated sick days paid in cash at the teacher's current rate of salary.
  6. A teacher, after ten years (10) of service, who has exhausted his cumulative sick leave bank may petition the Board to borrow unlimited sick leave days.
  7. The existing policy regarding maternity leave shall continue to pertain excepting that while women on maternity leave may be asked to take a teaching position on a different level of instruction upon returning, they need not accept same as a condition of leave termination. Maternity leave shall only be considered terminated when the teacher has accepted or refused a teaching position on the same level of instruction and in the same area of instruction as previously held, or when one additional year has elapsed from the date of return to service.

I. Military Leave

1. Persons on required military leave will be placed at the same level of instruction from which they left, wherever possible, unless it is agreeable to the teacher to teach elsewhere in the system. Should a position at the same level become available, the teacher, if qualified, shall receive initial consideration.
2. If a teacher agrees to accept a different level of instruction when returning from military duty, he shall be given first preference in matters of transfer, qualifications being equal.
3. All continuing benefits, salary raises and increments shall be given to returning personnel and he shall be placed on the current salary schedule at the position he would have attained had he not been in the service.

J. Leaves of absence

1. All other existing benefits concerning leave shall remain in effect excepting that tenure teachers will be granted leave without pay or benefits upon application for purposes of teaching in a foreign country for one year, service in the Job Corps, service in the Peace Corps, accepting an outside Union position with the A. F. T., teaching fellowships at college or university level, and campaigning for public office. It is understood that such leave is contingent upon finding a suitable replacement.

K. The present policy regarding death leave will remain in effect except that in cases where extreme distances are involved, two more days may be added at the discretion of the building principal and the Superintendent. This leave shall not be considered part of the sick leave allowance.

L. Upon the death of a teacher, regardless of years of service, the beneficiary or estate will be paid one half the deceased's accumulated sick leave days at the deceased's current daily rate.

M. Arranged leave

1. Marriage policy will continue in effect.



2. A maximum of five days off per year may be arranged consecutively or separately by the teacher for reasons of personal interest, provided such days do not fall before or after a holiday. The substitute's pay will be deducted from the teacher's salary.

N. Sabbatical leave of absence shall be granted to all qualified members of the teaching staff covered by this agreement for the purpose of advanced study at a recognized institution.

1. Qualifications which should be met by the person making application for sabbatical leave are:
  - a. The applicant must hold a life or permanent certificate.
  - b. The applicant must have seven (7) consecutive years of service as a full time employee in the Allen Park Public Schools.
  - c. A maximum of two per cent of the teaching staff, to the nearest whole number, may be granted sabbatical leave each year.
  - d. A sabbatical leave may be granted for agreed periods up to one full school year.
  - e. As a condition to receiving final approval for sabbatical leave, a staff member shall file a written agreement stipulating that he will remain in the service of the Allen Park Public Schools for a period of one year after the expiration of said leave.

2. Applications

- a. Applications must be submitted at least 60 days before the leave is to take effect.
- b. Upon receipt of applications exceeding two per cent, the Superintendent shall refer them to the Advanced Credit Acceptance Committee (See IV. Salary, Section E.) for preliminary study and consideration. It shall be the duty of the committee to make recommendations to the Superintendent concerning such applications for sabbatical leave.

### 3. Compensation and status

- a. Compensation for the staff member on sabbatical leave shall be one-half the teacher's present yearly base salary for the leave period.
- b. If the teacher receives a fellowship or similar kind of assistance, the Board's contribution shall be such that the total value of the Board's payment and the fellowship stipend shall not exceed his present base salary.
- c. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board of Education for payment to other members of the professional staffs.
- d. Increments shall be counted during sabbatical leave.
- e. Teachers on sabbatical leave shall be allowed credit toward retirement for time spent on such leave in accordance with the rules and regulations established by the Boards of Control of the Public School Employees' Retirement Funds.
- f. The employee upon returning from leave shall be returned to a position of like status in his original building or to a new position commensurate with his additional professional training.
- g. Said teacher shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the Board of Education made pursuant to law.
- h. If an employee completed the planned program of the leave, but does not return to service in the Allen Park Public Schools, he shall, within three (3) years, repay to the Board of Education the net amount received by him during the sabbatical leave. Any separation pay due him shall be credited toward this obligation.
- i. If an employee returns but does not remain in the Allen Park Schools for one year immediately following sabbatical leave, he shall, within two years after his severance, repay to the Board of Education the same fraction of the



total net amount provided. This rule does not apply in cases where the person is medically unable to work or in such cases where the rule is waived by the Board of Education.

- O. Teachers shall be reimbursed by the Board of Education for medical expenses incurred because of injuries suffered in the line of duty to the extent such injuries are not covered by insurance, and not to exceed five hundred dollars (\$500.00).
- P. Teachers will be reimbursed at the rate of ten (10) cents per mile when their cars are used for school business.
- Q. Chauffeurs licenses will be paid for by the school district if needed as a condition of employment.
- R. Teachers will be provided a pool of clerical assistants from the High School Co-operative Business Program to the extent that the program can be developed. A study will be initiated to determine the scope and mechanics of such a program.
- S. After the school has attempted to have a faculty member excused from jury duty, the teacher who is required to serve will receive full salary and no loss of leave days during the period of such service.
- T. A vending machine for beverages shall be installed at the request of a particular school staff.
- U. Expenses for approved trips, conferences, etc., shall remain in effect as established and except as amended in this contract, and shall undergo annual review.

#### IV. SALARY

- A. It is agreed that in the event this salary schedule following falls below the 75th percentile of the 50 comparative schools, subsequent revisions will be completed before January 1, 1967, and additional monies will be distributed in a mutually agreed manner commencing with the first regular pay date after the above stated date.
- B. The teacher's salary schedule shall be determined as an individual grouping and independent from any other group or organization in the system.
- C. Teacher Salary Schedule

<u>Yrs.</u> <u>Service</u>	<u>B. A.</u>	<u>M. A.</u>
0	5700	6150
1	5950	6410
2	6200	6670
3	6470	6970
4	6740	7270
5	7040	7570
6	7340	7890
7	7640	8210
8	7960	8530
9	8280	8870
10	8600	9210
11	8920	9550

- D. Any teacher with a Specialist degree or with a second Masters' which is a condition of employment will be paid \$550.00 above the M. A. schedule.
- E. An Advanced Credit Acceptance Committee consisting of three administrators, one from each academic level, and three teachers, also one from each academic level will be formed to validate graduate credit hours beyond the M. A.
- F. All graduate credit hours beyond the M. A. degree credited after January 1, 1960 and approved by the A. C. A. Committee will be paid at the rate of \$15.00 per semester hour to a maximum of 30 hours.



- G. Any teacher holding a Ph. D. degree or its equivalent will be paid \$900.00 above the M. A. schedule.
- H. Longevity benefits will begin at the conclusion of the fifteenth (15) year of service in the amount of \$150.00, and will increase in the amount of \$60.00 each year thereafter to a maximum of \$450.00 at the conclusion of the twentieth (20) year. Longevity will be computed from July 1, with a leeway to include employment before November 1.
- I. Fifteen (15) dollars per semester credit hour beyond the B. A. degree will be granted as per existing policy.
- J. Extra-contractual Assignments
1. Initial agreements in regard to extra-contractual assignments shall be made on a one year basis and shall not be made a condition of continued employment.
  2. Extra-contractual assignments in non-academic areas shall be subject to the same conditions regarding transfers and vacancies as are found elsewhere in this agreement.
  3. The Board agrees to pay teachers of extra-contractual assignments in non-academic areas all increases in pay retroactive to September 1, 1965, based on extra-duty pay proposals dated May 25, 1966, pages 1-3.
  4. Rate of payment of Adult Education, Driver Education, and Summer School Teachers will be reviewed in September, 1966, and recommendations will be forth-coming by January 1, 1967.

K. Extra-contractual pay schedule

Class I (M. A. \$3.40 - B. A. \$3.15 per hour)

High School	1. Yearbook (2)	150 hrs.
	2. Journal	150 "
	3. Var. Football	300 "
	4. Var. Basketball	300 "

Junior High                      None

Class II (M. A. \$3.15 - B. A. \$2.90) per hour

High School	1. Faculty Mgr.	200 hrs.
	2. Vocal Music	200 "

3.	Band Director	200 hrs.
4.	Dramatics	180 "
5.	Forensics	60 "
6.	Debate	60 "
7.	Res. Football (2)	150 "
8.	Swimming Coach	300 "
9.	Wrestling Coach	300 "
10.	Gymnastics Coach	300 "
11.	Track Coach	200 "
12.	Baseball Coach	200 "
13.	G. A. A. (Head)	200 "

Class III (M. A. \$2.90 - B. A. \$2.65 per hour)

High School

1.	Tenth Grade Play	90 hrs.
2.	Asst. Football Coach	
	(2)	250 "
3.	Cross City Coach	140 "
4.	Tennis Coach	150 "
5.	Asst. Track Coach	150 "
6.	Res. Baseball Coach	150 "
7.	G. A. A. Asst.	200 "
8.	Res. Swim Coach	250 "
9.	Res. Basketball Coach	250 "
10.	Asst. Wrestling	
	Coach	150 "
11.	Asst. Aides	
	(Voc. Music)	100 "
12.	Asst. Aides	
	(Inst. Music)	100 "

Junior High

1.	Vocal Music (2)	175 hrs.
2.	Band Director (2)	175 "
3.	Football Coach (4)	150 "
4.	Basketball Coach (4)	150 "
5.	Baseball Coach (2)	125 "
6.	Track Coach (2)	125 "
7.	Swim Coach (2)	150 "
8.	G. A. A. (4)	125 "

Class IV (M. A. \$2.65 - B. A. \$2.35 per hour)

High School

1.	Intramurals	50 hrs.
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Junior High

1.	Intramurals (2)	50 "
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Class V (M. A. \$2. 40 - B. A. \$2. 15 per hour)

1. 6th Grade Basketball 60 hrs.  
(6)

- L. The instructional substitute rate shall be \$4. 50 per hour for a B. A. teacher and \$5. 00 per hour for an M. A. teacher.
- M. An extra class assignment will be paid at the rate of 183 teaching days times the hourly instructional substitute rate. Example:
- |       |  |
|-------|--|
| B. A. | 183 x \$4. 50 = \$825. 00 (to the nearest \$5. 00) |
| M. A. | 183 x \$5. 00 = \$915. 00                          |
- N. The hourly rates in the various classes listed under section K are calculated on the basis of the B. A. and M. A. minimums as follows:
- |       |   |
|-------|---|
| B. A. | $\$5700 \times 1/200 \times 1/6 \times 2/3 = \$3. 15$ |
| M. A. | $\$6150 \times 1/200 \times 1/6 \times 2/3 = \$3. 40$ |
- O. Lunch room control teachers and attendance teachers will be paid by the hour at the instructional substitute hourly rate.
- P. On the elementary level, service squad supervisors, AV coordinators, safety patrol supervisors and teacher librarians, if such exist, will be reimbursed on the Class II level, the hours to be recorded by the building principal. All other extra-duty is to be equitably shared by the building personnel.
- Q. On the Sr. High level, any function at which a teacher renders a service and for which a fee or admission is charged (i. e., athletic events, busses to athletic events, dances, programs or plays), such service should be paid on the Class II level. All other duty (i. e., hall control, club sponsorship, homeroom) should be equitably shared by the building personnel.
- R. A study will be initiated in September, 1966, for the purpose of reviewing all extra duty assignments with a view to reimbursing such duty in an equitable manner. Such study will make its findings known by January 1, 1967, and such recommendations will take effect as of the beginning of the school year, September 1966.
- S. The previous three (3) year increment credit for previous teaching experience will be changed to four (4) years.

- T. The Union supports the suggestion to hire an additional Assistant Principal at the high school in the 1966-67 school year.
- U. One additional elementary visiting teacher shall be hired for the 1966-67 school year.
- V. The visiting teacher, special education teacher, diagnostician and speech correctionist shall be allowed a maximum of five (5) years outside experience credit. In the case of the visiting teacher and the diagnostician, two (2) of the five (5) years may be credited for social service in the field. All shall be entitled to one increment beyond the teachers' salary schedule.



V. SPECIAL AREAS

A. Counselors

1. Counselors shall not be placed in positions where administering discipline for other teachers is, or could be, a factor.
2. All counselors shall be guaranteed the equivalent of one period free of student contact and including time for lesson preparation.
3. Counselors shall not, as a general practice, be asked to perform clerical or other administrative work which does not pertain or relate to the counseling program.
4. No counselor with demonstrable need relative to providing for the children in his charge shall be required to substitute, except in emergencies arising from acts of God.
5. The number of counselors working at a given time shall not exceed the number of counseling stations.
6. Counseling loads will not exceed the present ratio and attempts will be made to reduce the ratio further.

B. Music

1. Provisions for practices and meetings for concerts of special choral groups and choruses at the Junior High Schools shall be made during the school day.
2. A comprehensive study will be initiated in September, 1966, to evaluate the music program.

C. Safety

1. At school events which draw attendance from the public at large, a sufficient number of law enforcement officers shall be present to assist in the control of any potentially dangerous, violent or unusual situation that might occur. The number of officers needed for such occasions shall be determined by the building principal or his designee.

## VI. GRIEVANCE PROCEDURE

- A. A grievance is an unsettled complaint by a bargaining unit employee or by the Union in its own behalf, concerning (1) any alleged violation of this Agreement; (2) any alleged violation of the written Teaching Conditions of Employment established by the Board from time to time; or (3) any disciplinary action.
- B. All grievances shall be handled by the following procedure:
- Step 1. The teacher shall first discuss the complaint with the Principal, either individually or accompanied by a Union representative, in an attempt to resolve the complaint informally.

Step 2. If the complaint is not resolved at Step 1, it shall be reduced to writing whereupon it becomes a grievance, clearly stating the claimed basis for the grievance, and shall be signed by the teacher or Union representative and presented to the Principal within fifteen (15) school days following the act or condition which is the basis of the grievance. The written grievance may be presented to and discussed with the Principal either (a) by the teacher alone, or (b) by the teacher accompanied by a Union representative, or (c) by a Union representative in the name of the Union, or (d) by a Union representative of the teacher, if the teacher so requests.

Within five (5) school days after receiving the written grievance, the principal shall communicate his decision in writing to the person or persons who presented the grievance, and to the Union if the grievance was presented by the teacher alone.

Step 3. Within ten school days after the delivery of the Principal's decision, the grievance may be appealed to the Superintendent or his designee, by the person or persons who presented the grievance at Step 2, or by the Union if the grievance was presented by the teacher alone and the teacher did not appeal. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based, and shall be accompanied by a copy of the decision at Step 2.



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Within five school days after the delivery of the appeal, the Superintendent or his designee shall investigate the grievance and shall communicate his decision in writing, together with the supporting reasons, to the person or persons who presented the grievance at Step 3, and to the Union if the grievance was presented at Step 3 by the teacher alone. As part of his investigation, the Superintendent or his designee shall give an opportunity to be heard to the aggrieved teacher and also (except where the grievance is presented at Step 3 by the teacher alone), to the President of the Union or his designee.

Step 4. Within ten school days after delivery of the decision of the Superintendent or his designee, the grievance may be appealed to the Board of Education by the person or persons who presented the grievance at Step 3, or by the Union if the grievance was presented at Step 3 by the teacher alone and the teacher did not appeal. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions.

Within twenty school days after delivery of the appeal the Board shall hold a hearing on the grievance giving an opportunity to be heard to the aggrieved teacher and also (except where the grievance is presented at Step 4 by the teacher alone), to the Union. The Board shall deliver its decision in writing, together with the supporting reasons, within ten school days after the hearing, to the person or persons who presented the grievance at Step 4, and to the Union if the grievance was presented at Step 4 by the teacher alone.

Step 5. Within ten school days after delivery of the Board's decision, the grievance may be appealed to advisory arbitration by the Union only. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Board and the Union. The arbitrator's decision shall be advisory only and shall not be binding upon any party. The arbitrator shall confine his opinion to the sole question of whether or not there has been a violation of this agreement or of the written Teaching Conditions of Employment established by the Board from time to time or whether any disciplinary action was unjust or improper. He shall give no opinion

with respect to any matter left by this Agreement or by law to the discretion of the Board or administration.

- C. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified in Step 2 shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement in writing.
- D. In the case of a grievance involving disciplinary action covered by the Michigan Tenure of Teachers Act, the Board will proceed under the provisions of that Act, but the aggrieved teacher (or the Union in its own name) may file a grievance at Step 3 and in that event, the Superintendent will confer with the teacher and/or the Union, as the case may be, in an attempt to resolve the grievance prior to the formal hearing of charges before the Board provided for in the Tenure Act. If the matter is not resolved in this way at Step 3, proceedings thereafter will be governed by the Tenure Act.
- E. Any party to a grievance shall have the right to representation by legal counsel at Step 3 and above; provided, however, that no teacher may be represented by counsel for any teacher organization other than the Union. A representative from the Michigan Federation of Teachers may participate at Step 3 and above, except where the teacher is proceeding individually.
- F. Compliance with the provisions set forth above concerning notification to the Union on dispositions of individually processed grievances shall be deemed to satisfy the requirements of that portion of Section II of the Public Employment Relations Act (Act 336 of 1947, as amended) which provides that the bargaining representative shall be given "opportunity to be present" at adjustments of such individually processed grievances.



## VII. RESERVATION OF RIGHTS

The Union agrees that all rights and privileges vested solely in the Board of Education by the laws of the State of Michigan, with the exception of those rights, privileges and conditions of employment expressly, by implication or reference, incorporated into this agreement shall be reserved exclusively to the Board of Education.

## VIII. CONCLUSION

### A. No Strike Pledge.

The Union and the Board subscribe to the principle that differences shall be resolved in good faith by peaceful and appropriate means without interruption of the school program. The Union therefore agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work, by the employees covered by this agreement.

### B. Conformity to law.

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law and substitute action shall be appropriate consultation and negotiation with the Union.

### C. Saving Clause.

In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

This agreement is made this 14th day of June, 1966,  
by and between the Board of Education of the Allen Park Public Schools  
and the Allen Park Federation of Teachers, A. F. T. - A. F. L. - C. I. O.,  
Local 1181, and shall remain in effect until June 30, 1967.

In witness whereof the parties hereto have executed this agreement  
by their duly authorized representatives on the day and year as written  
above.

THE BOARD OF EDUCATION OF THE ALLEN  
PARK PUBLIC SCHOOLS

By: Jay W. Segroves  
C. James Armstrong

THE ALLEN PARK FEDERATION OF TEACHERS

By: Eugene C. Dyer  
Denny H. Morrison  
Catherine Lewis  
David D. Lockhart  
Richard P. Machleid  
Kenneth G. Nelson  
Edwin W. Frosheiser