

8/24/97

Agreement

between

**ALPENA COMMUNITY COLLEGE
FACULTY COUNCIL - MEA - NEA**

and

**ALPENA COMMUNITY COLLEGE DISTRICT
of
Alpena Public Schools**

August 21, 1994 - August 24, 1997

Alpena Community College

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TABLE OF CONTENTS

ARTICLE	PAGE NUMBER
I. PREAMBLE	1
II. AGREEMENT	2
III. RECOGNITION	3
IV. INSTRUCTOR/FACULTY RIGHTS	
A. Religious and Political Rights	4
B. Employment Relations Rights	4
C. Academic Freedom	4
D. Financial Responsibility	4-5
E. Financial Information	5
F. Negotiating Representatives	5-6
G. Recognition of Resource Person	6
H. Selection of President	6
I. Curriculum	6
J. Copies of Agreement	6
K. Maintenance of Standards	6
L. Departments	6-7
V. BOARD RIGHTS	8
VI. EMPLOYMENT PRACTICES	
A. Conditions of Employment	
1. Assignment	
(a) Regular Assignment	9
(b) Co-curricular Assignment	9
2. Vacant or New Positions	
(a) Notification	9
(b) Temporary Assignment	10
(c) Vacancy Definition	10
(d) Filling of Vacancies	10
(e) Application	10
(f) Return to Instructor Assignment	10-11
3. Health Examinations	11
4. Personnel Files	11
5. Reduction/Layoff/Recall	11-13
6. Retirement	
(a) Regular Retirement	13
(b) Early Retirement Incentive	14-15
(c) Retirement Pay	15
7. Equal Opportunities/Non-Discrimination	15

8.	Employee Discipline	15
B.	Instructor's Work Load	
1.	Normal Load	16
2.	English Class Size	17
3.	College Music	17
4.	Independent Study	17
5.	Overload	17
6.	Office Hours	17
7.	Registration	17
8.	Released Time/Grant	17-18
9.	Mentor Instructors	18
C.	Summer Session	18-19
D.	Part-time Instructors	19
E.	Additional Contract Days	19-20
F.	Student Services Department Calendar	20
G.	Other Conditions	
1.	Evening Classes	20
2.	Out-of-District Classes	20
3.	Saturday Classes	20
4.	Professional Organization Participation	20-21
5.	Involuntary Assignment of Classes	21
6.	Employee Evaluation	
	(a) Probationary Period	21
	(b) Evaluation Procedure	21-25

VII. HOLIDAYS, VACATIONS, LEAVES, ABSENCES

A.	Holidays and Vacations	26
B.	Leaves of Absences	
1.	Child Care	26
2.	President's Leave	26
3.	Exchange	27
4.	Writing, Travel and Study	27
5.	Health	27-28
6.	Sabbatical	28-29
C.	Absences	
1.	Emergency Illness Absence	29
2.	Personal Sickness Absence	29-30
3.	Bereavement Absence	30
4.	Personal Day Absence	30
5.	Act of God Absence	30
6.	Jury Duty Absence	31
7.	Subpoena Absence	31
8.	Physical Examination for the Draft Absence	31
9.	Visitation Day Absence	31

VIII. FRINGE BENEFITS

A. Life Insurance	32
B. Long-Term Disability Insurance	32
C. Hospital-Medical Insurance	33
D. Dental Insurance	33
E. Vision Care	33
F. Tax-Sheltered Annuities	33
G. Tuition-Free Courses	33
H. Retirement	33
I. Review of Fringe Benefit Costs	34
J. Optional Choice Plans	34

IX. COMPENSATION

A. Salary Schedule	
1. Placement on Salary Schedule	35
2. Salary Schedule for Instructors Without a Degree	35-36
3. Salary Schedule for Instructors With a Degree	36
4. Salary Schedule for Grant Technicians	37
5. Salary Adjustments	37-38
6. Longevity Pay	38
7. Points	38-39
8. Changes in Salary Category	39
9. Implementation of Wage/Benefit Improvements Under Wage/Price Freeze	39
B. Part-Time Instructors With a Degree	40
C. Other Compensation	
1. Department Chairpersons	40
2. Extra Preparations	40
3. Maintenance	41
4. Overload	41
5. Summer Orientation, Enrichment Programs, Internship Supervisors and Mentor Instructors	41
6. Off-Campus and Summer School Pay Schedule	42
7. Research Agreements	42
8. Payment for Advanced Training	42
9. Travel Pay	42
10. Vocational Certification	43
11. Additional Contract Days	43
12. Salary Payment	43-44

X. DEDUCTIONS

A. Authorized Payroll Deductions	
1. Dues for the Faculty Council and Its State and National Affiliates	45
2. United Funds	45
3. Savings Bonds	45
4. Credit Union	45
5. Tax-Sheltered Annuities	45

6. Life Insurance	45
7. Alpena Community College Foundation	45
B. Deductions for Unauthorized Absences	46
XI. CALENDAR	
A. Introduction	47
B. Calendar Provisions	
1. Summer School	47
2. Summer Calendar for Certificate Programs	47
3. Examinations	47
4. Off-Campus Vacation Schedule	47
5. Impact Study	47-48
6. Legal Calendar Mandates	48
7. Instructional Make-up Time	48
C. Academic Calendars	49-54
XII. GRIEVANCE PROCEDURE	
A. Definitions	55
B. Purpose	55
C. Structure	55
D. Procedure	
1. Step One (Verbal)	55
2. Step Two (Written)	55-56
3. Step Three (President)	56-57
4. Step Four (Board of Trustees)	57
5. Step Five (Arbitration)	57
E. Rights to Representation	57
F. Miscellaneous	57-58
G. Grievance Report Form	59-60
XIII. CONTRACT IMPLEMENTATION	61
XIV. REPRISAL CLAUSE	62
XV. RATIFICATION	63
APPENDIX A: Statement of Salary/Assignment	64
APPENDIX B: Department Chairpersons	
1. Personnel	
A. Recruitment and Hiring	65
B. Evaluation of Instructors	65
C. Supervision of Instruction	65-66
2. Educational-Professional	
A. Curriculum Review and Development	66
B. Schedule of Classes	66-67
C. Guidance Services	67

D. Public Relations	67
3. Budget	67
4. Texts, Materials and Supplies	67
5. Selection Procedure	67-68
6. Term of Office	68
7. Rate of Remuneration for Department Chairpersons	68
APPENDIX C: Department/Area List	69
APPENDIX D: Faculty Seniority List	70-71
APPENDIX E: Co-Curricular Duties	72

ARTICLE I

PREAMBLE

Whereas the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the legally designated representative of its professional/instructional personnel with respect to hours, wages, and conditions of employment, and having arrived at certain understandings:

Now, therefore, the parties agree as follows:

ARTICLE II
AGREEMENT

A. This Agreement is entered into this 20th day of May, 1994, by and between the Alpena Community College Faculty Council-MEA-NEA hereinafter called the "Faculty Council," and the Alpena Community College District of Alpena Public Schools, hereinafter called the "Board." The signatories will be the sole parties to this Agreement.

B. This Agreement will be effective as of August 21, 1994 and will continue in effect through the 17th day of August 1997. This Agreement will expire at the expiration date indicated unless it is extended for a specific period or periods by mutual written agreement of the parties.

C. This Agreement will constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

D. This Agreement will supersede any rules, regulations or practices of the Board which are contrary to or inconsistent with its terms.

E. If any provision of this Agreement or any application of the Agreement to any instructor or group of instructors shall be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force and effect. The parties will attempt to renegotiate any provision of this Agreement which was found to be contrary to law. Any provision of this Agreement which was found to be contrary to law, but becomes legal during the life of this Agreement, will take immediate effect as soon as permitted by law.

F. Any statement of salary and/or working conditions between the Board and an individual instructor heretofore executed will be subject to and consistent with the terms and conditions of this Agreement. Any statement of salary hereafter executed will be in the form provided in Appendix A and will be expressly made subject to and consistent with the terms of this Agreement.

The Faculty Council will immediately be provided a copy of any base salary or assignment change at the time such statement is issued to an instructor.

G. The Faculty Council will not engage in strike action against the Board during the life of this contract.

ARTICLE III
RECOGNITION

The Board recognizes the Alpena Community College Faculty Council, MEA-NEA as the sole and exclusive bargaining agent for all personnel assigned eight (8) or more equated hours including librarian, learning skills center professional staff, professional student services personnel, and appropriate grant positions, whether these personnel are assigned, on leave or layoff.

Excluded from the bargaining unit are all personnel in other bargaining units and those whose positions are administrative within the meaning of P.E.R.A. including, but, not limited to: deans, assistant deans, controller, registrar, administrative assistant, assistant to the president; directors of: Health Occupations, Public Information, Volunteer Center, Facilities, Personnel, Data Processing, Huron Shores Campus, Learning Resources, Grants and Development, Customized Training, Concrete, Talent Search Grant, Upward Bound Grant, and the Center for Economic and Human Resource Development.

Persons excluded from the bargaining unit by the previous paragraph, but who are assigned eight (8) or more equated hours of bargaining unit work are in the bargaining unit for that portion of their assignment.

The term "instructor" will hereinafter refer to all personnel in the bargaining unit represented by the Faculty Council.

ARTICLE IV

INSTRUCTOR/FACULTY RIGHTS

A. Religious and Political Rights:

Instructors will be entitled to full rights of their citizenship and no religious or political activities of any instructor or the lack thereof will be grounds for discipline or discrimination with respect to the employment of such instructor. Religious or political activities must be conducted on the instructor's own time or on such school time as may be agreed upon between the president and the instructor.

B. Employment Relations Rights:

The Board agrees that it will neither directly nor indirectly discourage, deprive or coerce any instructor in the enjoyment of any rights conferred by Act 379 of the Michigan Public Acts of 1965 or other laws of the State of Michigan or the Constitutions of the State of Michigan and the United States; that it will not discriminate against any instructor with respect to hours, wages, or any other terms of employment because of his/her participation in collective professional negotiations with the Board or his/her initiation of any grievance complaint.

C. Academic Freedom:

Academic freedom, subject to accepted standards of professional responsibility, will be guaranteed to instructors, and no special limitations will be placed upon study, investigation, presentation and interpretation of facts and ideas.

When the instructor makes a presentation outside the classroom setting and is not officially representing the college but is identified as a college employee, he/she will indicate that he/she is speaking as a private citizen.

D. Financial Responsibility:

1. Any instructor who is not a member of the Faculty Council in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, will, as a condition of employment, pay as a fee to the Faculty Council an amount equal to membership dues of the Faculty Council and its state and national affiliates. The instructor may authorize the payroll deduction of such fee.

2. In the event that an instructor does not pay such fee directly to the Faculty Council or authorize payment through payroll deduction, as provided heretofore, the Board will notify at once such instructor or instructors that their services will be terminated as soon as a qualified replacement can be obtained but no later than the end

of the current school year. The parties expressly recognize that the failure of any instructor to comply with the provisions of this article is just and reasonable cause for discharge from employment.

3. The procedure in all cases where services are to be discontinued based upon non-compliance with this article will be as follows:

(a) The Faculty Council will notify the instructor of non-compliance by certified mail, return receipt requested. Said notice will detail the non-compliance and will provide ten (10) days for compliance, and will further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

(b) If the instructor fails to comply, the Faculty Council may file charges in writing, with the Board, with a copy sent to the instructor, and will request termination of the instructor's employment. A copy of the notice of non-compliance and proof of service will be attached to said charges.

(c) The Board or its authorized agents, upon receipt of said charges and request for termination, will conduct a hearing on said charges. In the event of compliance at any time prior to discharge, charges will be withdrawn.

(d) In cases in which an instructor or instructors contest a discharge under the provisions of this article, and it is necessary for the Board to defend its position and to engage legal counsel and to incur expenses in so doing, the Faculty Council agrees to pay such expenses so incurred by the Board. Legal counsel to be selected by the Faculty Council.

(e) In the event the Board, acting on the request of the Faculty Council, discharges or attempts to discharge an instructor for failure to comply with this article, the Faculty Council agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from such action except for any loss which may be caused by malfeasance or misfeasance of the Board's employees or agents.

E. Financial Information:

The Board will make available to the Faculty Council upon its request such statistics and financial information related to Alpena Community College and in possession of the Board as are necessary for the negotiation of collective bargaining agreements, as well as records in possession of the Board which may be necessary for the Faculty Council to process any grievance.

F. Negotiating Representatives:

Neither party will have any control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the college district. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board and by a

majority of the membership of the Faculty Council. The parties mutually pledge that representatives selected by each will be clothed with all necessary power and authority to make proposals and consider proposals in the course of negotiations, subject only to ultimate ratification.

G. Recognition of Resource Person:

The Board will recognize a designated member of the Faculty Council to act as a resource person to the Board on questions which arise concerning agenda items.

H. Selection of President:

Faculty Council representatives will be involved in the selection process for the appointment of the college president whenever such position is vacant or a successor is to be selected for the incumbent.

I. Curriculum:

Any change in curriculum or instructional program will be referred, in writing, to the Faculty Council's Curriculum Committee for its recommendation. It is understood that unless circumstances require immediate action, adoption or implementation of proposed changes will not occur until the Curriculum Committee has made its recommendations.

J. Copies of Agreement:

Copies of this Agreement will be provided at the expense of the Board and presented to all instructors now employed or hereafter employed at Alpena Community College. Further, the Board will furnish fifty (50) copies of this Agreement to the Faculty Council for its use.

K. Maintenance of Standards:

All vested rights pursuant to the contract in force at the time of separation from the K-12 district will continue in effect unless expressly modified by the terms of this Agreement.

General working conditions not specifically mentioned in this Agreement will not be substantially altered without prior negotiations with the Faculty Council.

L. Departments:

The college will have six departments, each with its own chairperson whose selection procedure and responsibilities are described in Appendix B. The six departments will be comprised of the following old departments (as recognized in 1978-79) and areas:

1. Industrial Technology
2. English, Arts and Humanities
3. Business and Human Services
4. Mathematic and Sciences
5. Social Science and Health Fitness
6. Student Services

The word "department" as used in Article VI.A.5 Reduction Layoff will mean the department or non-departmental area as recognized during the 78-79 academic year; Appendix C provides a listing of those departments and areas.

A committee composed of department chairs and appropriate deans will study the department structure during the 1994-1995 year. This committee will make a recommendation to the faculty council and the Board for implementation during the 1995-1996 academic year.

Any time the number of full time instructors in a department falls below 6 or increases above 15, a committee composed of department chairs and appropriate deans will study the department structure and make an appropriate recommendation to the Faculty Council and the Board.

ARTICLE V
BOARD RIGHTS

The Board hereby reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Michigan and of the United States, except as expressly limited by the terms of this Agreement.

The right to select, assign, hire, schedule, to promote, to maintain discipline and efficiency of employees, and the right to discharge, demote or discipline for cause, subject to the terms of this agreement, is recognized by both the Faculty Council and Board as the proper responsibility and prerogative of management, to be held and exercised in a fair and just manner.

ARTICLE VI

EMPLOYMENT PRACTICES

A. Conditions of Employment:

1. Assignment:

(a) Regular Assignment:

Instructors will not without good reason and consent be assigned teaching responsibilities outside his/her training and/or experience. During the first semester of any assignment outside his/her training and/or experience, an instructor will be informally evaluated and may be formally evaluated in succeeding semesters.

(b) Co-curricular Assignment:

The assignment of co-curricular duties will be made annually and is the responsibility of the College President or his/her designee. The following guidelines are to be used whenever possible:

(1) Returning staff members will have their assignments made by August 1 of each year when those duties begin during the first semester.

(2) Returning staff members will have assignments which begin during the second semester made as soon as possible but no later than December 1 of each year.

(3) New hires will be notified of assignments as soon as it is determined they will have the co-curricular duty.

2. Vacant or New Positions:

(a) Notification:

Notification of all vacant or new positions, including co-curricular, released time and administrative positions will be made to the Faculty Council and to individual instructors, including those on layoff. This notification will occur sixteen (16) days prior to any outside posting unless no bargaining member applies within the first seven (7) days of posting. An instructor may apply at any time during the posting period. Instructors and administrators who apply will be given preference over outside applicants (except for co-curricular activities) if equally qualified, subject to the provisions of Reduction/Layoff/Recall 5.(c). This notification will be in a form appropriate for posting and will include a general description of the position and qualifications. An individual copy of this notification will be distributed to each instructor, including those on layoff, by the first pay following the vacancy. Those instructors on layoff will be notified by registered letter. Instructors will have fourteen (14) calendar days from the post office registration date in which to apply.

(b) Temporary Assignment:

Seniority rights under the contract will not be granted to an instructor by virtue of a temporary assignment. It is recognized that when a vacancy occurs during the current instructional period, it may be difficult to fill it from within the college without undue disruption. In this instance the vacancy will be filled by a temporary assignment until the end of that instructional period at which time the vacancy will be posted again as in (a) above.

(c) Vacancy Definition:

A vacancy will be defined as a new position, or a present position unfilled due to a resignation, transfer, a leave of absence or disability of known duration of sixty (60) calendar days or longer, retirement, dismissal or death. A vacancy cannot be filled until at least twenty-one (21) days after the notification of vacancy.

(d) Filling of Vacancies

When a vacancy occurs during an academic period every attempt will be made to fill the vacancy as soon as possible but in no event later than fifty (50) days from the time of the posting; however, if sufficient funds are not available or if no qualified candidate is found, a vacancy may not be filled.

When a vacancy occurs between academic years every attempt will be made to fill the vacancy by the beginning of the new academic year.

(e) Application:

An instructor desiring assignment to a new or vacant position will submit a written application to the appropriate department chairperson and dean. The application will state the position sought and the applicant's qualifications.

An instructor not selected for a position will be notified of the action prior to the appointment. Upon request such instructor may meet with the president or his/her designee to discuss the decision. A written summary of the conference will be provided upon the request of the instructor.

(f) Return to Instructor Assignment:

Any instructor who becomes an administrator and who desires to return to instructor status within two years of the effective date of assignment to the administrative position will be entitled to exercise such rights as he/she may have had under this Agreement or any previous Agreement prior to such assignment, including seniority as defined in Reduction/Layoff/ Recall; such seniority may be used in determining the order of reduction under 5.(a) Reduction/Layoff/Recall.

When the administrator does not return to instructor status within the two-year period, he/she will lose all rights, including seniority, he/she may have had under this or past Agreements.

3. Health Examinations:

The Board reserves the right to request, in writing, a health examination, and will provide the form to be used. When an examination is requested by the Board, the expense will be paid by the Board.

4. Personnel Files:

An instructor will have the right to review the contents of his/her personnel file. A representative of the Faculty Council may be requested to accompany the instructor in such a review. Confidential credentials and related personal references normally obtained at the time of employment are specifically exempt from such review and will be removed prior to the review of the file. No disciplinary or evaluative material will be placed in an instructor's personnel file without notification. (A copy of said material, with statement indicating that it is to become a part of the instructor's personnel file given to the instructor will serve as notice.) The instructor may include a written response. All provisions of P.A. 397 of 1978 will apply.

5. Reduction/Layoff/Recall:

Should a substantial decrease in student enrollment or financial conditions make necessary a reduction in the number of equated hours assigned to an instructor or in the number of instructors employed, the Board will accomplish the reduction according to the following criteria:

(a) Within a department (see Article IV, L. Departments) affected by a reduction or layoff of staff, the order of reduction or layoff will be non-bargaining unit instructors, then instructors by order of seniority at Alpena Community College and the instructors's area of experience and/or training.

(b) An instructor affected by reduction or layoff within a department may, provided he/she has been previously assigned in the department, and further provided that he/she is qualified, by experience and/or training, replace or reduce the load of an instructor in another department who has less seniority at Alpena Community College.

(c) Instructors, in the reverse order of reduction or layoff, will be offered their choice of any vacancy or opening for which they are qualified by experience and/or training in departments which they have been assigned or have taught, which developed during their reduction or layoff.

(d) In the event of recall from layoff, the Board will notify a laid off instructor of recall by registered letter at his/her last known address.

(e) It will be the responsibility of each instructor to notify the Board of any change of address by registered letter. The instructor's address as it appears on the Board's records will be conclusive when used in connection with layoffs, recall, or other notice to an instructor.

A laid off instructor will have fifteen (15) calendar days from the post office registration date of the letter to notify the Board of his/her intent to return and must be able to return within thirty (30) calendar days of said notification.

(f) Upon his/her return, each instructor will be granted the same status regarding salary and fringe benefits that were his/hers at the time of release. Advanced training acquired during such release will apply toward placement on the salary schedule.

(g) Seniority will be defined as the number of years as an instructor in the bargaining unit at the college since the last date of hire. The date of hire is defined as the first day the instructor was scheduled to begin his/her employment responsibilities as a new or rehired instructor, except that a person who is hired into a permanent position immediately following a temporary hire will have his/her seniority begin with the starting date of the temporary hire.

Instructors employed after May 31, 1980, and who have the same last date of hire will have their seniority ranking determined by a drawing in which the affected instructors participate. The drawing will be conducted jointly by representatives of the Board and the Faculty Council. The drawing will be held within fourteen (14) days after the affected instructors begin their employment.

Instructors employed on or before May 31, 1980, will retain their seniority as defined in the prior agreement and past practice.

A seniority list of all bargaining unit members, including laid off instructors will be developed and revised by the Board and Faculty Council annually and/or upon the employment of each new instructor, and will become Appendix D of this Agreement.

Current or former administrators covered under this Agreement will not take the place of or displace instructors who were 1974-75 members of the then existing bargaining unit.

(h) In the event an instructor is assigned less than a full load, but not less than eight (8) equated hours, the instructor will at his/her written request be unassigned and placed on the recall list provided the request is made within five (5) days of the end of late registration. An instructor who exercises this option may be required to meet his/her assignment for the next two (2) full instructional weeks following the date the written request is received. The recall period for an instructor who exercises this option is one (1) year from the first day of the semester during which the request is made.

(i) If an instructor who is on the recall list refuses a recall to a position which is not a reduction of his/her last semester's work assignment, and which commences at the

beginning of an academic year, and the recall is made at least thirty (30) days prior to the beginning of that academic year, and unless the inability to return is because of health reasons, that instructor will be removed from the recall list and will be considered to have voluntarily terminated his/her employment.

(j) The length of the recall period for instructors, unless otherwise provided, will be four (4) years. It is understood that the layoff period for the purpose of recall will begin the first day of the first semester (exclusive of summer school or mini-semesters) following the notification of layoff. This provision applies to all instructors currently on layoff.

(k) The published schedule of classes will, for each instructor, not on layoff, include the instructor's name and will reflect a load at least equal to the established minimum full-time load.

(l) The published schedule of classes will, for each instructor notified of layoff, reflect a minimum full-time load or a load as great as the prior semester's actual load, whichever is less. The load may be scheduled with a "staff" designation. It shall be the sole discretion of the College President to determine if any of these scheduled courses will be taught.

(m) The college will provide six (6) months advance notice in writing of plans to eliminate a program or programs. In the event of program eliminations, the Board is not required to include the program (and classes, if any) in the published schedule.

(n) Laid-off instructors will be provided twelve (12) month's Hospital/Medical Insurance which will begin upon the expiration of the Hospital/Medical Insurance earned by the instructor prior to the layoff. The insurance shall be as available to the instructor prior to the layoff and according to Article VIII C of the Agreement. This paragraph is subject to the rules and regulations of the insurance carrier.

(o) No reduction (assigned a load less than full load but not less than eight (8) equated hours) or layoff (assigned a load below eight (8) equated hours) will take place without prior consultation with the Faculty Council. An instructor will not be reduced by more than one-third ($1/3$) of his/her prior semester's load, excluding overload, or laid off without sixty (60) days prior written notice for second semester and ninety (90) days prior written notice for fall semester.

6. Retirement:

(a) Regular Retirement:

Retiring instructors who serve ten (10) or more years may be considered for emeritus appointment on the recommendation of the Faculty Council and the administration. All courtesies extended to the active staff will apply to emeritus instructors.

(b) Early Retirement Incentive:

To be eligible for an Early Retirement Incentive stipend during the 1994-1995 or 1995-1996 academic year the instructor must:

(1) Be eligible to receive non-disability Michigan Public School Employee Retirement benefits (MPERS) and have a current application for these benefits from MPERS,

(2) Be a minimum of fifty (50) years of age as of the effective date of retirement,

(3) Be employed by the Board or by the Alpena Public School District when a K-14 district existed for at least twenty (20) years in a full-time capacity,

(4) Be employed and actively at work on a full-time basis for the previous months in which retirement is effective. Employees who are on lay-off or disability leave status will not be considered actively at work and are not eligible,

(5) Be placed on the salary schedule at the top step of their salary classification,

(6) Have submitted to the Dean of Administrative Services before January 1, of the year in which retirement is effective, an executed resignation acknowledgement and release acknowledging that he/she voluntarily elected to retire or resign from his/her employment. The resignation must be effective no later than the last day of the spring semester. Should a mid year retirement be requested, the application and associated materials must be completed before September 1st.

Two members from an instructional area will be eligible for this benefit during the 1994-1995 and 1995-1996 academic years of this contract. In the event that more than two members from an instructional area apply for this benefit, the members having the greatest seniority will be granted this benefit or the Dean of Administrative Services may make exceptions to this limitation. Members applying for this benefit shall be notified within thirty (30) days of the disposition of their application.

Instructors who meet the above criteria will be granted a one-time ERIS of \$27,500. The payment of this stipend may be paid out over a 3 or 5 year period in equal amounts during the first week of January.

No subsequent contract negotiations shall alter benefits awarded retirees under this plan nor shall such benefits be subject to negotiations.

The Board may take up to two academic years to fill positions vacated by instructors utilizing the provisions of this Article. The equated hours normally taught by the recipients of ERIS will not be included in the hours used to calculate the need for other full time faculty positions as described in Article VI, D, 3.

The Board and the Faculty Council agree that the conditions outlined in this ERIS program shall not serve as any precedent for future discussions and the entire program as outlined shall not extend beyond the 1995-1996 year.

(c) Retirement Pay:

An instructor retiring and eligible to receive benefits from the MP SER system during the 1996-1997 contract year, will upon retirement receive a stipend of \$5,000.

7. Equal Opportunities/Non-Discrimination:

The employer and the Faculty Council realize a responsibility to promote and provide equal opportunities for employment. The employer will not discriminate against any employee on the grounds of race, religion, color, national origin, age, sex, height, weight or marital status.

8. Employee Discipline:

(a) Disciplinary action will not be taken against any employee without due process and just cause.

(b) The specific grounds forming the basis for disciplinary action will be made available to the bargaining unit member and the Faculty Council in writing.

(c) The employer recognizes and agrees to the practice of progressive discipline which, when appropriate, will include: (1) verbal warning (2) written warning (3) suspension and (4) dismissal.

(d) Bargaining unit members will be entitled to have present a Faculty Council representative during any meeting which leads to disciplinary action.

(e) Discipline or discharge related to inadequacies observed in the employee's professional work with students must be preceded by:

(1) Observation of such inadequacies by more than one administrator.

(2) Written direction that the employee must improve with a definition of the consequences of failure to do so.

(3) Opportunity for the employee to make improvements.

(4) Appropriate assistance from administrators and college resources to aid the employee in his/her improvement.

B. Instructor's Work Load:

1. Normal Load:

(a) Time and service expected of instructors beyond classroom duty hours and the customary professional meetings will be contained within a forty (40) hour week. College faculty will have a normal two-semester load within the academic year (fall and spring semesters) of 28-32 equated hours with a fall semester load of 14-18 equated hours. Department chairpersons may not be assigned a normal load exceeding 16 equated hours without their written permission.

An instructor may not be assigned a load of greater than 16 equated hours if the assignment results in the reduction of the load of another bargaining unit member.

Equated hours are calculated in the following manner:

Lecture and Recitation	1 to 1
Scheduled Labs	.9 to 1
Certificate Programs, Adult Fitness Labs and RN Clinical Supervision	8/15 to 1

(b) Other Work Loads:

Non-teaching instructors who work in excess of thirty-seven and one-half (37.5) hours in a week will be given the excess time as compensatory time off at a time agreed upon by the employee and his/her supervisor.

Non-teaching instructors in the Talent Search and Upward Bound grant programs who work in excess of thirty-five (35) hours in a week will be given the excess time as compensatory time off at a time agreed upon by instructor and his/her supervisor, if working the 170 day calendar.

An instructor in the Student Services area who teaches a class as part of his/her normal load will be assigned additional contract days to replace the time involved in teaching the class, unless the instructor's non-teaching assignment is correspondingly reduced.

The equated hours which correspond to a non-teaching assignment in released time/grant, library, learning skills center or student services areas will be determined on the basis of one (1) contact hour equals 16 / 37.5 equated hours.

The equated hours which correspond to a non-teaching assignment in the Talent Search and Upward Bound grant programs will be determined on the basis on one (1) contact hour equals 16 / 35 equated hours, if working the 170 day calendar.

2. English Class Size:

The size of classes in English Composition will be in close accord with a recommended average class of twenty-five (25) students while the class size in Basic English will be in close accord with a recommended average class of seventeen (17) students.

3. College Music:

The music instructor responsible for individual vocal or instrumental instruction will receive credit toward his/her load at a rate equivalent to 0.20 times the number of students assigned to him/her each semester.

4. Independent Study:

An instructor responsible for independent study will receive equated hour credit toward his/her load for each student assigned to him/her at a rate equivalent to the number of equated hours for the course times 0.10. All independent study assignments shall have the approval of the appropriate dean and the consent of the instructor.

5. Overload:

Overload beyond eighteen (18) equated hours in the fall semester and thirty-two (32) equated hours in an academic year may be assigned only with the written consent of the instructor.

6. Office Hours:

Teaching instructors are to submit a minimum schedule of eight (8) office hours weekly for student consultation to their Dean for approval. Such office hours will be posted on office doors for student information and will be spread over the weekly schedule as uniformly as possible. Each instructor will also announce to each class, within the first week of each semester, the hours available for consultation.

7. Registration:

Instructors will participate in the registration, orientation, and enrollment of students during regularly scheduled work days (exclusive of summer school) except when professional academic duties prevent such participation and prior approval has been given by the president.

8. Released Time/Grant:

(a) Instructors have the right to refuse any released time and/or grant work assignment.

(b) An adverse evaluation of an instructor's performance in a released time and/or grant assignment will not be used as a basis for discipline in or dismissal from the other portion of the instructor's assignment.

(c) Released time and/or grant work will be assigned equated hours (see Article VI, B., Normal Load). Part-time instructors in the bargaining unit may be offered additional work under the provisions of this released time/grant section.

(d) Instructors who leave a released time and/or grant position will be guaranteed the right to return to their old position subject to the reduction/layoff provisions of this Agreement.

(e) All grant applications, continuations or revisions of grants that affect the wages, fringe benefits, or working conditions of a bargaining unit member will be reviewed by the Faculty Council prior to the submission of the grant or before the implementation of any change.

In cases where state, federal or private grant regulations or requirements conflict with the Master Agreement, special consideration may be needed to protect bargaining unit members' rights and yet not impede the college's ability to accomplish the goals and objectives of the grant. In these cases where bargaining members are affected, the designative representatives of the Board and the Faculty Council agree to meet and confer before any provision of the grant is re-written or changed.

(f) Bargaining unit members hired after August 22, 1991 for a position funded by a grant(s), will have seniority as defined in Article VI,5,(g) accrue only within the grant(s) for purposes of layoff, reduction of staff and recall, unless assigned while a bargaining unit member to responsibilities or a teaching assignment outside the grant(s).

9. Mentor Instructors

Mentor instructors may be assigned to all on-campus newly hired part-time or full-time instructors. The mentor instructor will be assigned a minimum of 8 and a maximum of 32 clock hours a semester. A bargaining unit member may refuse this assignment.

C. Summer Session:

1. An instructor desiring summer teaching employment will submit a written request before March 1 to his/her department chairperson and the appropriate dean indicating the courses he/she wishes to teach.

2. The summer curriculum will be presented to the public by April 1, which will allow students to make plans for the summer session.

3. Written commitment for all class assignments will be made by June 1.

4. If an approved college class for which a written commitment is given does not materialize, the college will provide an equivalent assignment. Acceptance of this alternate assignment is at the option of the instructor who will then be released from the commitment if he/she does not desire the assignment.

D. Part-time Instructors:

1. Part-time instructors, within the bargaining unit, will schedule office hours proportional to those of full-time instructors, and will assist in student advising.

2. All part-time instructors within the bargaining unit will share proportionally in all benefits.

3. If part-time instructors are scheduled to teach on-campus in one area for a two consecutive semester total of thirty (30) or more equated hours for two consecutive academic years, excluding courses taught during the summer session specified in the calendar, a full-time instructor will be employed for this assignment beginning with the next instructional period.

E. Additional Contract Days:

An instructor in the student services department (except Talent Search and Upward Bound Grants) may be assigned (during the first week of classes) student services duties of up to thirty (30) additional work days, fifteen (15) of which may be assigned by the dean and the other fifteen (15) by mutual agreement.

The Upward Bound counselor may be assigned up to fifty (50) additional contract days for the summer Upward Bound program.

The Talent Search Technicians may be assigned up to ten (10) additional days during their normal academic year.

Days assigned in addition to the normal two semester load within the academic year (fall and spring semesters) will be assigned by the end of the first week of classes for each semester. Additional days outside of the normal academic year will be assigned by April 1. Instructors assigned additional days outside the normal academic year may select at least three consecutive weeks during the summer when no additional days may be assigned.

In the event that an instructor in the Student Services area has not been assigned or offered the maximum number of additional contract days available, he/she will be offered any appropriate assignment, if available, within the Student Services area.

Department chairpersons may be assigned (during the last four weeks of the spring semester) up to 15 additional days by the dean for department duties. These days must commence after the end of the second semester and before the start of the following semester.

Summer Co-op Instructors may be assigned additional contract days by the appropriate dean.

F. Student Services Department Calendar

The calendar for instructors in the Student Service department will not necessarily coincide with the regular faculty work calendar but will be determined by the appropriate dean. For calendar purposes in the Student Services department (excluding Talent Search and Upward Bound), ten (10) days out of the normal academic year (fall and spring semester) may be assigned during the periods preceding and following the normal work calendar, excluding the six (6) or eight (8) week summer school sessions and the assignment of the days preceding the next academic year will be done by April 1.

For calendar purposes instructors assigned to the Talent Search and Upward Bound grants may have an academic year of 170 days, the beginning and end of this academic year (fall and spring semesters) may be adjusted to coincide with the regular calendar of the high school being served, and will include the regular ACC faculty in-service and meeting days.

G. Other Conditions:

1. Evening Classes:

An instructor assigned an evening class which begins after 6:00 p.m. as part of his/her normal load will not be assigned, without his/her consent, a class prior to 9:00 a.m. on a morning after he/she has taught an evening class.

2. Out-of-District Classes:

An instructor who is not a department chair will not be assigned duties out of the college district without his/her consent. Department chairs with released time responsibilities at the Huron Shore Campus may be assigned one (1) course per year on that campus.

3. Saturday Classes:

If an instructor is assigned Saturday classes, such classes will be followed by two (2) consecutive calendar days which are free of classes for the affected instructor, unless he/she will give his/her consent otherwise.

4. Professional Organization Participation:

Instructors are encouraged to participate in conferences and hold office in professional organizations. Upon written request to the appropriate dean or the president, released time may be granted for such participation. Expenses authorized by

the appropriate dean or the president will be paid according to the Board policy on travel reimbursement, if said instructor is not otherwise reimbursed.

Instructors selected by the Faculty Council may be released for education association business during the year upon approval of the president or appropriate dean, subject to the Faculty Council's willingness to cover the assignment.

5. Involuntary Assignment of Classes:

Instructors may not be involuntarily assigned to teach courses which are scheduled at times other than those instructional days specified in the two semester calendar of Article XI.

6. Employee Evaluation:

Each instructor, upon employment or at the beginning of an instructional period when his/her responsibilities vary appreciably from those previously assigned, whichever is later, will be apprised in writing of the specific terms of his/her responsibilities. Bargaining unit members will be informed of the specific criteria upon which they will be evaluated.

In the event a non-probationary instructor believes his/her evaluation procedure, content, conclusions and/or consequences are inconsistent with the provisions of this agreement, arbitrary, capricious, or without just cause, he/she may grieve for redress using the steps provided in Article XII, Grievance Procedure.

(a) Probationary Period

Instructors hired into a bargaining unit position, (new or those rehired after having quit) shall be considered probationary employees for their first academic year. This period may be extended at the sole discretion of the Board for one additional academic year and shall not be subject to the grievance procedure providing the provisions contained within Article VI .G.6(a) and Article VI.A.8 are complied with.

The Board retains exclusive right to discharge instructors during their probationary period, and such action as deemed appropriate by the Board shall not be subject to the grievance procedure providing the provisions contained within Article VI.G.6(a) and Article VI.A.8 are complied with.

If those provisions stated in Article VI.G.6(b) are not complied with, a probationary instructor will be deemed a non-probationary instructor at the end of the first or second probationary period.

(b) Evaluation Procedure

The Faculty Council and Board recognize the importance and value of a faculty evaluation program whose purpose is the improvement of instruction by

classroom instructors and the improvement of student related activities performed by non-classroom instructors. The evaluation of faculty will be in compliance with the terms of this agreement including the provisions of the following four components:

- (1) Administrative Evaluation
- (2) Peer Evaluation
- (3) Student Evaluation
- (4) Self-Appraisal

(1) Administrative Evaluation:

During the probationary period, an instructor will be evaluated in writing at least once during each academic year by his/her immediate administrative supervisor or his/her administrative designee. Lack of administrative evaluation will not be used as sole reason for extending the probationary period.

a. Evaluations are to be based upon direct observation in the classrooms, laboratories, and other assigned stations where instructional duties are performed. An instructor's course syllabi, examinations, quizzes and other appropriate materials, used in performance of his/her assignment, and the instructor's participation in committee meetings, curriculum development and student advising will be factors in the evaluation process.

b. The evaluation of an instructor will be conducted openly and only with his/her knowledge.

c. The removal from assignment, reprimanding, discipline or dismissal from employment of an instructor as a result of evaluation proceedings must be in accordance with the provisions of Article VI, A, 8. Employee Discipline.

d. Anonymous (source unknown or not disclosed to the affected instructor), unsubstantiated or hearsay statements critical of an instructor cannot be used to initiate, support or continue any evaluation or disciplinary action against him/her.

e. An instructor who receives an unfavorable evaluation may at his/her discretion obtain an evaluation by another person or persons of his/her choice, provided that no cost is incurred by the Board to obtain such supplemental evaluators. The report of any evaluator chosen by an instructor will if he she so chooses be attached to the personnel file copy of the unfavorable administrator's report at the time the instructor elects this option.

f. Each evaluation will be based upon the direct observation of at least one full instructional period or one whole unit of student-related professional activity for non-classroom instructors at a time mutually agreed upon by the instructor and the immediate supervisor-evaluator. During the probationary period, an instructor may be evaluated during one (1) unannounced observation.

g. Each evaluation will be preceded by a conference between the immediate supervisor-evaluator and the instructor for the purpose of discussing the instructor's goals for the period to be evaluated as well as the supervisor's evaluation methodology and criteria.

h. A post-visitation conference between the instructor and his/her immediate supervisor will be held within five (5) instructional days of the visitation to discuss the evaluator's preliminary assessment of his/her effectiveness. The preliminary assessment should describe the instructor's strengths and propose a plan for remedying any significant weaknesses. The instructor will be given a copy of the preliminary evaluation report. The department chairperson may be invited to attend this conference at the request of either the immediate administrative supervisor or the instructor.

i. A final written evaluation report will be developed by the immediate supervisor and provided to the instructor within five (5) instructional days of the post-visitation conference. An instructor will be given the opportunity to discuss his/her final evaluation report with his/her immediate supervisor, with Faculty Council representatives present at this meeting if the instructor so chooses.

j. An instructor has the right to supply a written reply to each final evaluation report and to have his/her reply attached to the personnel file copy of the final evaluation report.

k. Each preliminary evaluation report and each subsequent final evaluation report will conclude with a statement specifically stating whether the instructor's observed work performance is "outstanding," "satisfactory," "marginal" or "unsatisfactory." The conclusion will also indicate a plan of action to correct alleged weaknesses and remedy a less than satisfactory evaluation.

l. Each final evaluation report will be signed and dated by the instructor. The instructor's signature is only a receipt that he/she has read the final evaluation report; it does not indicate concurrence with the report, its conclusions or recommendations.

m. The final evaluation report will not contain material not previously made known in writing and discussed with the instructor; also, information obtained by means or procedures inconsistent with this agreement cannot be used as a basis for removal from assignment, reprimand, discipline or dismissal.

n. If a removal from assignment, reprimand, discipline or dismissal from employment is contemplated, the president or his/her designee will conduct an evaluation of that instructor using the procedures described for the immediate administrative supervisor.

o. The evaluation proceedings, resultant observations and report will be shared only with the instructor's department chairperson beyond those persons

prescribed in the administrative evaluation component unless the affected instructor chooses to disclose the results to others.

(2) Peer Review:

a. Probationary Instructors:

At the beginning of each academic semester, each department chair will submit to the Dean of Instruction for his/her approval a plan detailing the department's procedures to implement the peer review and student evaluations.

During the probationary period, peer reviews will take place each semester. Prior to the end of the first semester, the department chair will make a written report to the Dean of Instruction detailing the department's activities relating to the performance of the instructor. This report will reflect the combination of the department members and chair's observations, peer review, and student evaluations, with an assessment of the instructor's strengths and weaknesses. This report will contain the department's recommendations for remedying any significant weakness the instructor may have and may indicate the need for evaluation by the administration during the first four weeks of the next semester. This report will not be used as the sole basis for an extension of the probationary period.

The instructor will be provided a copy of this report and have an opportunity to challenge in writing any of the material contained within it. The instructor may direct that his/her written challenge be attached to the report.

During the 12th week of the second or fourth probationary semester the department through its chair will make a recommendation to the Dean of Instruction pertaining to the instructor's continued employment. At the end of the second probationary semester a department may recommend (a) continued non-probationary employment, (b) continuation of the probationary employment, or (c) discharge. At the end of the fourth probationary semester a department may recommend continued non-probationary employment or discharge.

Evaluations and recommendations by the department will become part of the information used by the Dean of Instruction and the College President in making their recommendations to the Board for its final approval.

b. Non-probationary Instructors:

Peer review will take place biannually for each instructor. There will be two peer reviewers--one selected by the instructor, and the other will be the department chairperson or his/her designee. Each department chairperson must submit a schedule of his/her planned peer reviews to his/her dean by October 1 of each academic year.

When possible, peer reviewers will visit two courses, or two representative student related activities for non-teaching instructors, as mutually agreed upon by the

instructor and his/her department chairperson, for at least one full class period each or a total of two hours of observation for non-teaching instructors.

Pre- and post-review discussions will take place between the instructor and his/her reviewers to discuss the visitation procedures evaluation criteria and the instructor's goals for the period(s) under review.

All observations and recommendations which occur as the result of peer review are confidential--known only to the instructor, the reviewers, and the department chairperson unless the instructor chooses to disclose the results to others except as deemed appropriate by the department chair when reporting for the department during an instructor's probationary period.

The appropriate dean/supervisor will receive notification from the department chairperson of the date of review and the names of the peer reviewers for each department member.

(3) Student Evaluation:

Student evaluation will be conducted in those classes/activities selected for peer review using an evaluation instrument selected by the instructor subject to its approval by the department chairperson.

Completed student evaluation forms and any data derived from them are the property of the instructor being evaluated and are subject to his/her sole control except as deemed appropriate by the department chair when reporting for the department during an instructor's probationary period.

(4) Self-Appraisal:

An instructor should use the results of the other three evaluation components to develop his/her own program of professional growth and development. This plan is confidential, but each instructor is encouraged to discuss it with persons who are judged by the instructor to be capable of assisting him/her in achieving the goals identified in his/her self-appraisal plan.

ARTICLE VII

HOLIDAYS, VACATIONS, LEAVES, ABSENCES

A. Holidays and Vacations:

The number of days that instructors meet with students in a year are limited and, therefore, every effort should be made to preserve them. A teaching contract assumes full service except for necessary absences and leaves as covered in this Agreement. Absences taken during the school year, other than those for which provision has been made under this Agreement, will not be permitted.

B. Leaves of Absences:

At the discretion of the Board, it will be the policy to grant leaves of absence for the following reasons: Child Care, President's Leave, Exchange, Writing, Travel, Study, Health and Sabbatical.

1. Child Care:

An unpaid leave of absence will be granted to any instructor for the purpose of caring for newborn or newly adopted children. An unpaid leave of absence may be granted for other child care. The instructor must provide (except in emergency) thirty (30) calendar days notice of request for leave and indicate the anticipated length of the leave. The leave will not exceed one (1) year in length unless an extension is requested of and approved by the Board.

All benefits possessed at the time of the leave will be maintained (Seniority or its equivalent, accumulated sick leave, points, etc.) and the instructor will return to the point on the salary schedule at which he/she left. The instructor will be eligible for the available group insurance benefits provided proper payments are made by the instructor.

An instructor will notify the Board in writing of his/her intention to return from leave at least sixty (60) calendar days prior to the date of return. Upon return from leave, the instructor will be assigned his/her former position, or to another position for which he/she is qualified if his/her former position no longer exists.

2. President's Leave:

Upon the request of an instructor, other additional leaves may be recommended to the Board by the President at his/her discretion. The instructor's written request should contain items of concern including placement in position upon return, seniority, accumulated sick leave, fringe benefits, salary schedule placement, etc. The President will detail to the applicant and the Faculty Council President the conditions under which the leave will be recommended to the Board.

3. Exchange:

Instructors may be granted a one (1) year leave of absence with pay to teach in a foreign country, provided that such country agrees to furnish an instructor of like rank or level to fulfill the duties of the instructor who is on leave. Eligibility is dependent upon a satisfactory record of at least two (2) years continuous employment by the Board.

While on leave, the instructor will maintain seniority, accumulated sick leave; and will be granted increment credit on the salary schedule as if he/she had been assigned at Alpena Community College during the period of the leave.

Notice of intention to return from leave must be sent in writing to the personnel office by May 1 of the leave year, and failure to provide such notice will be the equivalent of a resignation. The Board must notify the instructor on leave in writing of the approaching deadline at least thirty (30) day prior to the leave deadline.

The instructor will be assured his/her former position, or a vacant position within the area of his/her interests, abilities, and training when he/she returns.

4. Writing, Travel, and Study:

An unpaid leave of up to one (1) year may be granted, solely at the discretion of the Board, to an instructor after completion of a satisfactory record of at least two (2) years continuous employment by the Board, upon application, for the purpose of engaging in writing, travel, or study at an accredited college or university.

While on leave, the instructor will maintain seniority, accumulated sick leave; and will be granted increment credit on the salary schedule as if he/she had been assigned at Alpena Community College during the period of the leave.

Notice of intention to return from leave must be sent in writing to the personnel office by May 1 of the leave year, and failure to provide such notice will be the equivalent of a resignation. The Board must notify the instructor on leave in writing of the approaching deadline at least thirty (30) days prior to the leave deadline.

The instructor will be assured his/her original position or a vacant position within the area of his/her interests, abilities, and training when he/she returns.

5. Health:

An instructor who is unable to teach because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of the illness or disability for up to one (1) year. An extension of this leave may be granted only at the recommendation of the college president.

While on leave, an instructor will maintain the same seniority he/she had at the time the leave started and will return to the point on the salary schedule at which he/she left.

Notice of intention to return from leave must be sent in writing to the personnel office prior to the end of the leave year or the extension, and failure to provide such notice will be the equivalent of a resignation. The Board must notify the instructor on leave in writing of the approaching deadline at least thirty (30) days prior to the leave deadline. The request to return must be accompanied by a physician's statement certifying the instructor's physical and emotional fitness to return to teaching. The release to return must be furnished by the instructor at his/her expense.

When returning from leave during or at the end of the first year, the instructor will be assured his/her original position if it still exists or a vacant position within the area of his/her interests, abilities, and training. When returning from a leave that has been extended, the instructor will be placed in the first vacancy for which he/she is qualified.

6. Sabbatical:

A leave of one semester at full pay or two semesters at one-half ($\frac{1}{2}$) pay may be granted to any instructor after seven (7) consecutive years of teaching for the Board.

If yearly lesson plans are needed for the course usually taught by the applicant, these would be prerequisite to the leave.

No more than two (2) staff members will be absent on sabbatical leave at one time.

Applicants are required to submit a written application which should state how the applicant hopes the leave will enable him/her to make a definite contribution to the educational process; or how he/she hopes the leave will improve him/her and his/her teaching. This must be filed with the president as soon as possible in the school year, and not later than March 1 in the year preceding the leave.

All applications will be reviewed for recommendation to the president by a committee consisting of six (6) members, three (3) appointed by the President and three (3) by the Faculty Council. The committee will consider among other qualifications the following: the written acceptance of the applicant into a graduate program of study, the extent of the applicant's professional study, travel, research, growth, contributions, and successful service during his/her seven (7) years employment.

An instructor on sabbatical leave will retain sick leave benefits, and salary schedule status, and will be assured his/her original position or a vacant position within the area of his/her interests, abilities, and training when he/she returns. He/she will be given the same hospital, medical, surgical (and other instructor benefits) he/she would be

provided if he/she were teaching regularly. He/she will be granted increment credit on the salary schedule as if he/she had been assigned at the college during the period of the leave. The college will pay an amount equal to 50% of the contribution of the employee to the MPSERS for the sabbatical year.

In case of injury to, or other illness of, the employee during the leave which prevents his/her completing the purpose of the leave, the sabbatical leave will be terminated and all provisions of sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of said illness to the president, verified by a medical doctor's report.

Instructors receiving a sabbatical leave will continue their employment with the Board for a period of two (2) years following the leave. Instructors who elect to terminate their employment with the Board prior to this will repay to the Board the stipend paid during the sabbatical leave.

C. Absences

1. Emergency Illness Absence:

Instructors required to be absent because of an emergency illness of a member of the immediate family may draw their regular salary, not to exceed five (5) days in any one year. The emergency illness absence days will be deducted from sick leave days.

The term "immediate family" in this section will be defined to include spouse, children or step-children, parents or step-parents, brothers, or sisters of the instructor and/or spouse; and any of the following living with the instructor at the time of the illness: step-brothers, step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the instructor and/or spouse, and an individual living with the instructor on a non-commercial basis.

2. Personal Sickness Absence:

Upon employment, an instructor will receive a bank of thirty (30) sick leave days to be used in case of personal illness during the first two (2) years of employment. Commencing with the third (3rd) year, additional personal sick leave days will be granted at a rate of fifteen (15) days per year at the beginning of each school year. Unused sick leave days are cumulative, but will never exceed one hundred eighty (180) days. If the instructor leaves the College at the conclusion of one (1) year, sick leave taken in excess of fifteen (15) days is to be deducted from the final paycheck(s). If a physician's release to return is requested, it must be furnished at the instructor's expense.

(a) Physical disabilities related to maternity will not be treated differently from any other disability of similar duration.

(b) Instructors will not receive severance pay for unused sick days either upon retirement or upon termination of the contract, as this policy is a protective benefit granted only to the employees, per se, of Alpena Community College.

(c) A record of accumulated sick leave days will be compiled by the business office and forwarded to all instructors at the beginning of each school year.

3. Bereavement Absence:

Instructors absent from duty because of the death of a member of the immediate family, or a relative with whom they may at the time be living, may draw a regular salary not to exceed five (5) days per occurrence. These days are independent of sick leave days and are noncumulative.

The term "immediate family" in this section will be defined to include spouse, children or step-children, parents or step-parents, brothers or step-brothers, sisters or step-sisters, grandparents or grandchildren, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law of the instructor and/or spouse, and an individual living with the instructor on a non-commercial basis.

4. Personal Day Absence:

Personal absence is provided for activities that require an instructor's presence during the school day and is of such a nature that it cannot be attended to at a time when college is not in session. Personal absence is not to be interpreted as being for vacation or recreational activities. If an instructor finds need to take leave of his/her duties for personal reasons, he/she will be granted a leave of two (2) days with pay per year. These days are to be taken in increments of full or one-half ($\frac{1}{2}$) days only. Additional days may be taken at the instructor's own expense on the approval of the president. An instructor planning to use a personal absence day will request from and receive permission from the president by noon of the preceding day and ascertain that his/her absence will be covered by a substitute or other arrangement, except in case of an emergency. Personnel will not be granted a personal absence day for a day immediately before or after a holiday, vacation period, or during the first or last week of a semester except in provable emergencies.

5. Act of God Absence:

Should instructors be hampered in fulfilling their duties as a result of an Act of God; (e.g., rain, snow, sleet, accident, etc.) occurring within the Community College Service Area, they will not be considered absent without leave, providing that the circumstances are immediately made explicit to and approved by the president or his/her designated representative.

6. Jury Duty Absence:

Instructors required to serve jury duty will be granted leave without loss of pay or leave. The instructor will sign over his/her jury duty pay to the Board.

7. Subpoena Absence:

Instructors required to be absent because of a subpoena, when such is in the line of public service and not a result of a subpoena which has been served on an individual as a result of a violation of the law, will be granted leave without loss of pay or deduction from sick or other personal leave. Any remuneration the said instructor would receive from such service will be signed over to the Board.

8. Physical Examination for the Draft Absence:

When an instructor has been ordered to report for a physical examination for the draft, such absence will be granted without loss of pay or deduction from sick or other personal leave.

9. Visitation Day Absence:

The Board will grant one (1) observation day per year upon the request of the instructor and the appropriate dean. The president may grant additional days at the request of the appropriate dean. These days are not cumulative.

Should an instructor be requested by the president to make a visitation, regular pay plus travel expenses will be granted in accordance with the travel expense policy.

ARTICLE VIII FRINGE BENEFITS

The Board shall provide without cost to the bargaining unit member the following MESSA PAK (Plan A or Plan B) insurance; for a full twelve (12) month period for the bargaining unit member and his/her eligible dependents as defined by MESSA. The college shall sign an employer participation agreement.

Plan A: Health, Long term Disability, Dental, Life & AD&D, and Vision

Plan B: Long term Disability, Dental, Life & AD&D, and Vision

Each instructor not electing or not eligible for Plan A will be provided with Plan B coverage and be eligible to have an additional one-hundred and twenty-five dollars per month - (\$125.00/mo), excluding retirement, provided by the Board to be applied on an individual basis to the purchase of any of the MESSA Fixed or Variable Options and/or MEFSA Fixed or Variable Annuities.

All part-time instructors within the bargaining unit will share proportionately in all fringe benefits.

Any amounts exceeding the Board subsidy will be payroll deducted. An open enrollment period will be provided whenever premium amounts change for the groups.

A. Life Insurance:

MESSA Term Life (AD&D) insurance protection in the amount of \$50,000.

B. Long-Term Disability Insurance:

MESSA Long-Term Disability (LTD) insurance for each instructor. The protection provided will include payment of no less than sixty-six and two-thirds percent (66 2/3%) of an instructor's monthly contractual salary to a maximum benefit of \$5,000 per month, with the following options: Pre-existing condition waiver, mental/nervous waiver, alcoholism/drug addiction waiver and ESP rider. Contractual salary will include any overload, off-campus instruction, maintenance, vocational, department chair, extra preparations, and/or extra-curricular assignment pay. Benefits will commence on the one hundred eightieth (180th) day of disablement or at the termination of the instructor's college sick leave benefits, whichever is later.

For a disability that commences prior to age sixty-one (61) that is a continuous disability, benefits will continue as long as disabled but not to exceed age sixty-five (65). For a disability that (a) commences at age sixty-one (61) and after, or (b) a recurrent disability (after six (6) months return to work) that commences at age sixty-one (61) and after, benefits are payable for five (5) years or until age seventy (70), whichever occurs first.

C. Hospital-Medical Insurance:

MESSA Super Care I. Bargaining unit members will also be reimbursed for deductibles in the amounts of fifty (\$50) dollars per year per covered person or up to one hundred (\$100) dollars per year per family and up to one dollar and fifty cents (\$1.50) per prescription.

An instructor will assume the responsibility of repaying the college for any overpayment made on a policy in excess of what the employee is entitled to receive.

Responsibility for enrollment to receive this benefit rests with the instructor.

This benefit is limited to one plan per household.

D. Dental Insurance:

MESSA/Delta Dental Plan Auto + with Orthodontic Rider 008 and sealants, including internal and external coordination of benefits (COB), for all instructors and their eligible dependents as defined by MESSA.

E. Vision Care:

MESSA VSP-3+ Vision insurance to all instructors limited to one plan per household.

F. Tax-Sheltered Annuities:

Annual tax-sheltered annuity deductions are authorized for each instructor up to the amount provided by law. Instructors may select an insurance carrier of their choice.

G. Tuition-Free Courses:

During each contract year, the Board will make available at no cost in tuition up to sixteen (16) contact hours of Alpena Community College courses per person for instructors, emeritus instructors, their spouses, and unmarried dependent children as defined by the I.R.S. for personal income tax reporting, and including laid-off instructors subject to recall and their unmarried dependent children.

Should tuition change to a credit-hour basis from contact hours, the sixteen (16) contact hour reference cited above will become sixteen (16) semester hours.

H. Retirement:

The Board shall continue to pay the employer's contribution for the members enrolled in the Michigan Public School Employees Retirement System as has been customary in the past.

I. Review of Fringe Benefit Costs:

During April of each contract year or if the total cost to the employer is more than 106% of the estimated package cost, representatives of the Faculty Council and the Administration shall meet and review Article VIII (Fringe Benefits).

J. Optional Choice Plans:

The Faculty Council will consider an optional choice plan(s) in addition to the coverage provided in this Agreement only as long as the "Choice" doesn't invade or damage current benefits and doesn't involve "caps" to existing coverage. The decision to consider an optional choice plan will only be done by mutual agreement of the Board and the Faculty Council.

ARTICLE IX
COMPENSATION

A. Salary Schedule:

1. Placement on Salary Schedule:

New instructors may be granted up to ten (10) years appropriate industrial or business experience. Teaching experience up to ten (10) years may be granted. In no case will total experience granted be greater than a combined maximum of ten (10) years.

It is understood and agreed that the provisions of this section are prospective only and not retroactive and will not affect the status of those instructors employed at any time prior to the 1973-74 school year, nor will those instructors make these provisions a subject of grievance.

2. Salary Schedule for Instructors Without a Degree:

All instructors (excluding non-degreed grant technicians) without a degree will be paid an amount per contact hour per week that is the product of the hourly rate \$24.65 for 1994-1995 and the 1995-1996 and 1996-1997 will be adjusted by an amount equal to the adjustment of each step of the salary schedule; and the appropriate factor from the following schedule:

	I. Non-Degree	II. Non-Degree With RN or Associate Degree
<u>Step</u>	Factor	Factor
1	1.00	1.01
2	1.045	1.055
3	1.090	1.10
4	1.14	1.15
5	1.19	1.20
6	1.24	1.25
7	1.29	1.30
8	1.35	1.36
9	1.41	1.42

It is understood and agreed that the provisions of this section are prospective only and not retroactive and will not affect the status of those instructors employed at any time prior to the 1971-72 school year, nor will those instructors make these provisions a subject of grievance. Weeks worked will be determined by dividing contract days by five (5).

Non-degree instructors who teach non-certificate courses will be paid based upon the above schedule (Salary Schedule for Instructors Without a Degree) with one (1) equated hour of load being equal to two (2) contact hours.

For the duration of this agreement, the pay for work by non-degree instructors which occurs during the normal academic year will be based upon One Hundred Seventy-Five (175) contract days.

3. Salary Schedule for Instructors With a Degree: 1994-1995

TENTATIVE FACULTY SALARY SCHEDULE 1994-1995 (pending adjustment)

STEP	BA/BS	+15	+30	MA/MS	+15	+30	+45	Ph D.
1	26,102	26,885	27,668	28,712	29,495	30,279	31,062	33,148
2	27,804	28,603	29,400	30,597	31,396	32,292	33,126	35,254
3	29,001	29,800	30,597	31,928	32,727	33,790	34,588	36,718
4	30,332	31,130	31,928	33,391	34,188	35,254	36,185	38,314
5	31,664	32,460	33,258	34,855	35,653	36,849	37,783	39,911
6	32,993	33,790	34,855	36,451	37,249	38,446	39,378	41,506
7	34,323	35,121	36,451	38,047	38,846	40,043	40,976	43,103
8	35,919	36,718	38,047	39,643	40,442	41,639	42,703	44,833
9		38,314	39,643	41,240	42,038	43,369	44,433	46,562
10		39,911	41,240	42,836	43,768	45,098	46,162	48,292
11		41,506	42,836	44,566	45,497	46,829	47,892	50,022
12			45,753	47,501	48,443	49,789	50,864	53,152

4. Salary Schedule for Grant Technicians

GRANT TECHNICIANS SALARY SCHEDULE 1994-1995 (pending adjustment)

STEP	NON-DEGREE	DEGREE
1	14,426	19,807
2	15,656	21,140
3	16,607	22,090
4	17,555	23,043
5	18,508	23,042
6	19,459	24,945
7	20,408	25,894
8	21,358	26,850
9	22,311	27,798
10	23,262	28,747

5. Salary Adjustments

1994-1995:

The 1994 - 1995 salary schedules may be adjusted if the gross state aid increases more than four (4) percent over the 1993 gross state aid using the following formula:

Salary schedule step adjustment = 1993-1994 step * .5 * (percent of increase - 4) / 100
This adjustment can not exceed three (3) per cent.

1995-1996:

The 1995-1996 salary schedules will be calculated by increasing the 1994-1995 salary schedule by three (3) per cent and will be adjusted if the gross state aid increases more than four (4) per cent over the 1994 gross state aid using the following formulas:

Salary schedule step adjustment = 1994-95 step * .5 * (percent of increase - 4) / 100
This adjustment can not exceed three (3) per cent.

1996-1997:

The 1996-1997 salary schedules will be calculated by increasing the 1995-1996 salary schedule by three (3) per cent and will be adjusted if the gross state aid is increased by less than two (2) percent or if the gross state aid increase is greater than four percent over the 1995 gross state aid using the following formulas:

If the gross state aid decreases or the increase in gross state aid is less than 2.0%, the step will be decreased by:

Salary schedule step adjustment = 1995-96 step * .5 * (2 - percent of change) / 100

If the increase in gross state aid is more than 4.0%, the step will be increased by:

Salary schedule step adjustment = 1995-96 step * .5 * (percent of change - 4) / 100

Either adjustment can not exceed three (3) per cent.

6. Longevity Pay:

Annual longevity payments will be made according to the following schedule:

	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
After 8 years service and 4 years at maximum salary	\$ 680	700	720
After 11 years service and 4 years at maximum salary	\$1,360	1,400	1,440
After 15 years service and 4 years at maximum salary	\$2,040	2,100	2,160
After 25 years service and 4 years at maximum salary	\$2,720	2,800	2,880

For the purpose of determining longevity payments, years of service are defined as employment as an instructor with Alpena Public Schools and /or Alpena Community College. Except that instructors hired by Alpena Community College after July 1, 1980, shall not have Alpena Public Schools K-12 experience apply toward longevity service.

7. Points:

Items that qualify as salary schedule points to be permanently retained by the instructor are:

- | | <u>Max.</u> |
|---|-------------|
| (a) Graduate credit. 1 semester credit hour = 1 point | |
| (b) Undergraduate credit with the recommendation of the appropriate dean.
1 semester credit hour = 1 point | 5 |
| (c) Professional publications. Number of points awarded to be evaluated by the point evaluation committee.
1 to 3 points per publication | 5 |
| (d) Research with the recommendation of the appropriate dean.
Number of points awarded to be evaluated by the point evaluation committee.
1 to 2 points per project | 5 |

- (e) Non-credit courses or workshops, in the area of the instructor's teaching assignment, with the approval of the appropriate dean.
1 to 3 points per course
or workshop to be evaluated
by the point evaluation committee 5

All points except undergraduate and graduate credit must be evaluated by the point evaluation committee. No more than one-third (1/3) of the points necessary for placement on any salary schedule column may be other than graduate and undergraduate credit points.

Points will be evaluated during the first month of the fall and spring semesters and during the last month of the spring semester by a committee made up of the president, the director of personnel, the president of the Faculty Council and the chairperson of the Faculty Council's Personnel Policies Committee (or their designated representatives). Application for points other than undergraduate and graduate credit must be made within one (1) year after they have been earned.

Graduate and undergraduate semester hours used for placement on the BA/BS + 15, BA/BS + 30, MA/MS + 15, MA/MS + 30 and MA/MS + 45 salary categories must be earned after completion of the appropriate degree.

8. Changes in Salary Category:

Changes in salary category will be made when appropriate evidence of undergraduate and graduate credit hours has been submitted to the personnel office and/or points have been approved by the point evaluation committee.

(a) An up-to-date transcript of all degrees awarded and hours earned from each institution attended is required. Thereafter, it will only be necessary to present credit slips which will be duplicated and attached to the transcripts.

(b) Payment for credits earned toward placement on the salary schedule will be retroactive thirty (30) days from the receipt of satisfactory evidence, but in no case earlier than the completion date of the course(s).

(c) Payment for points approved at the beginning of each semester will be retroactive to the beginning of that semester.

9. Implementation of Wage/Benefit Improvements Under Wage/Price Freeze:

Should a federal order or legislative act occur which restricts or freezes instructor wages and/or benefits below the negotiated levels, the Board agrees to take all actions legally available to insure that instructors will at the earliest possible date receive that portion of their wages and benefits affected by the order or legislation. Such action will include, but is not limited to, the immediate establishment of an escrow account for the affected wages and benefit costs with the appropriate principal and accrued interest payable to each instructor at the earliest possible date.

B. Part-Time Instructors with a Degree:

Pay for part-time instructors within the bargaining unit with a degree will be calculated using the following formula:

$$\text{Pay} = (\text{appropriate full-time pay}) * (\text{equated hours}) / 31$$

C. Other Compensation:

1. Department Chairpersons:

Department chairpersons will receive extra pay which will be the larger of:

(a) five (5) percent or

(b) three (3) percent plus one-half ($\frac{1}{2}$) percent per instructor teaching full-time or more and a proportionate percentage for all instructors teaching less than full-time in that chairperson's department.

Department chairpersons with more than 30 equated hours of instruction within their department in any semester on an off-campus site(s) will be assigned three equated hours of release time as part of their normal load.

2. Extra Preparations:

(a) Exclusive of physical education activity courses, instructors having in excess of three (3) preparations per semester as part of their normal teaching load will be paid four hundred one dollars (\$401) per extra preparation if the class load average is eighteen (18) students or more.

(b) In the event the instructor has an overload, the class with the least number of equated hours will be removed in calculating extra prep pay as long as the removal does not reduce the load below sixteen (16) equated hours. If there is no obvious class of least equated hours, the average will be that of the total assignment.

(c) The class average will be determined on the basis of the official enrollment count used for state reporting purposes except that students who change classes for placement purposes* within seven instructional days following the state aid official count date for a full semester (or proportionately for a mini-semester or summer school when such courses are used as part of a normal load) will be credited to the receiving instructor's count total and will be removed from the sending instructor's count total for purposes of determining the class-load average.

*Note: Placement purposes as used here are defined as students who were placed in the wrong level or section and are being placed in a different level within the same discipline.

3. Maintenance:

Instructors assigned duties involving care and repair of instructional equipment after school hours will be paid five hundred twenty-one dollars (\$521) per year. Past practice will not prejudice assignments in this area.

4. Overload:

On-campus classes taught in addition to a normal load of 14-18 equated hours per semester or a normal annual load of 28-32 equated hours will be paid at the rate of \$ 380 per equated hour plus \$18.00 per student above a basic class of fifteen (15) students.

Overload hours taught by instructors will not be used to calculate the need for additional full time faculty as described in Article VI D 3.

If an instructor is requested to teach an overload and if removal of the section with the least equated hours reduces the load to less than a normal load, the instructor will be paid as follows:

Fall semester: $(\text{T.E.H.} - 18) / 32 * \text{yearly salary}$

Winter semester $((\text{Fall Normal Load} + \text{Winter T.E.H.}) - 32) / 32 * \text{yearly salary}$

NOTE: T.E.H. stands for Total Equated Hours.

5. Summer Orientation, Enrichment Programs, Internship Supervisors and Mentor Instructors:

Instructors who work in the summer orientation and/or enrichment programs will be paid the following hourly rates:

<u>Step</u>	<u>Hourly Rate</u>
1	\$13.81
2	14.37
3	15.03
4	15.50
5	16.23

Instructors who serve as internship supervisors and mentor instructors will be paid at the Step 5 hourly rate for hours worked. Remuneration and work beyond five (5) hours requires the prior written approval of the Internship Coordinator or appropriate Dean.

6. Off-Campus and Summer School Pay Schedule:

(a) Off-campus classes (classes taught outside the college district) will be paid Three Hundred and Sixty-eight (\$368) per equated hour of instruction plus Eighteen dollars (\$18) per enrolled student over the basic class of fifteen (15) students.

In the event an instructor's load on-campus is less than the minimum normal load as defined in Article VI. B. 1, he/she will be offered any appropriate class, including off-campus or alternate semester courses, if scheduled, at the full on-campus rate. Instructors interested in taking advantage of this provision must indicate their interest in writing to the appropriate dean. Failure to do so will eliminate them from evoking this part of the contract for the current semester.

(b) Summer School instructors will be paid Five Hundred Seventy-Eight Dollars (\$578) per equated hour of instruction plus Twenty-three Dollars (\$23) per enrolled student over the basic class of fifteen (15) students. This does not include instructors in certificate programs which extend beyond the normal academic year calendar.

7. Research Agreements:

Where research is needed to develop a new instructional program, the rate of payment will be Twelve Dollars and Sixty-six Cents (\$12.66) per clock hour. This rate is not intended to limit the amount allowed for governmental agency financed programs but is a recommended minimum. Research agreements are to be made in writing prior to the start of the assignment, by the appropriate dean and acceptance of the assignment indicated by the signature of the assigned instructor.

8. Payment for Advanced Training:

Instructors who earn graduate credit, or up to a maximum of five (5) hours of undergraduate credit with prior approval of the appropriate dean, from an accredited institution will be reimbursed as shown below per semester credit hour up to a maximum of six (6) semester hours per year. To qualify for reimbursement, the instructor must obtain prior written consent from the appropriate dean and the course(s) must not be tuition-free courses taken at Alpena Community College under the terms of this agreement (work applying directly toward a graduate degree will be approved if requested). Request for payment is to be made in May of each year for work completed prior to May 1 and payment will be made in June.

On Campus	\$35.78	Off Campus	\$17.89
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9. Travel Pay:

On January 1 of each year the reimbursement for an instructor's authorized use of his/her personal automobile for travel will be adjusted to the current I.R.S. allowable rate.

10. Vocational Certification:

Instructors who must acquire additional certification in order to teach vocational courses will receive compensation of Two hundred and eighty-six dollars(\$286.00) per year for each year of business or industrial experience required for vocational certification, or the appropriate prorated amount for less than full-load vocational instruction. Vocational certification pay will be made under the provisions outlined above only to those instructors who received such payments prior to September 1, 1975.

11. Additional Contract Days (Student Services, Department Chairs and Co-op Instructor)

An instructor in the Student Services department, a department chairperson or a Co-op instructor working additional days will be paid in addition to his/her appropriate salary using the following formulas:

- (a) For assigned days:
Additional salary = days * full-time pay / calendar work days
- (b) For mutually agreed upon days:
Additional salary = days * full-time pay * 80% / calendar work days
- (c) Summer co-op instructors:
Additional salary = days * full-time pay * 80% / calendar work days
- (d) Talent Search and Upward Bound:
Additional salary = days * full-time pay * 90% / calendar work days

This additional salary will be prorated as evenly as possible over the year's pay.

12. Salary Payment:

Base salaries will be paid in twenty-six (26) equal payments or twenty (20) equal payments every other Friday. Instructors must notify the payroll office of his/her payment choice in writing by August 1 or within one (1) week of ratification of this contract, whichever is later. An instructor's choice will continue automatically from year to year unless the instructor changes his/her option in writing by August 1 for the following contract year. Once a payment option is determined it will remain in effect during the following contract year. An instructor who fails to initially identify his/her payment option within the deadlines will be automatically continued on a twenty-six (26) equal pay basis. It will be the intent that checks will be available in sealed envelopes on the last day of school during the week of a scheduled payday. The second pay check of each semester and the first pay check following the last day of the spring semester may be withheld until the requirements concerning professional staff records have been met.

Compensation other than base salary will be identified on an itemized statement and both the compensation and statement will be included with the instructor's paycheck near the mid-point of each assignment.

ARTICLE X
DEDUCTIONS

A. Authorized Payroll Deductions:

Instructors may authorize the following payroll deductions, which will continue in effect from year to year unless revoked in writing:

1. Dues for the Faculty Council and Its State and National Affiliates:

Employees may at any time sign and deliver to the payroll office an assignment authorizing deduction of membership dues and/or fees (including MEA/NEA PAC) of the Faculty Council as per the conditions on forms devised by the Faculty Council. Such sums will be deducted in equal monthly (September through May installments from the regular salaries of such employees and remitted promptly to the Faculty Council together with an accounting by source. The Faculty Council will notify the payroll office in writing of amount to be deducted and the pay date deductions are to begin. The Faculty Council will reimburse the Board for any sums improperly deducted and remitted to the Faculty Council. Deductions for instructors employed after the commencement of the school year will be appropriately prorated.

The treasurer of the Faculty Council will be notified at the time that new personnel are hired and assigned responsibilities at the College.

With respect to all sums deducted by the Board pursuant to authorization of the instructor, whether for membership dues or equivalent fee, the Board agrees to promptly remit to the Faculty Council those sums collected.

2. United Funds
3. Savings Bonds
4. Credit Union
5. Tax-sheltered Annuities
6. Life Insurance
7. Alpena Community College Foundation

B. Deductions for Unauthorized Absences:

Deductions for unauthorized absences will be computed on the basis of the number of contracted days and the instructor's base salary. Additional deductions may be made for special duties or extra responsibilities which can be shown to be unfulfilled as a result of non-performance of the individual based upon that portion of the assignment which was not fulfilled and the salary for the extra responsibility or extra duty. Before any deduction is made the instructor will be given in writing all information which forms the basis for the deduction, and he/she will be given the opportunity to have his/her case presented to the appropriate administrator in order to respond to the written information.

ARTICLE XI CALENDAR

A. Courses must be taught on dates either specified in the two semester academic year calendar or mutually agreed upon by the Board and Faculty Council; community service courses taught on a "one-time-only" basis may be started at any time, but courses which are offered more than once are subject to the previous provision.

B. Calendar Provisions:

1. Summer School:

On-campus summer session courses will normally be scheduled for a six-week period; however, an instructor's summer session courses may be offered over a different time period, provided he/she reaches mutual agreement on the date change with his/her respective dean.

2. Summer Calendar for Certificate Programs:

The calendar for instructors teaching certificate programs which extend beyond the academic year calendar will follow the vacation and work day pattern which was used during the 1979-80 year.

3. Examinations:

A final examination may be given. If an instructor does not plan to give a final examination, he/she must obtain prior approval from the appropriate dean. Any such approval must be obtained at least ten (10) instructional days prior to the start of the scheduled final examination period. If an examination is not given during the examination period as scheduled by the calendar, the class must meet at the time specified in the final examination schedule.

4. Off-Campus Vacation Schedule:

When Faculty Council members teach off-campus courses as part of their normal load, they may follow the on-campus vacation schedules by mutually agreeing with their students to re-arrange classes to meet eight hundred (800) minutes per credit hour minimum, not to result in additional cost to the college.

5. Impact Study:

An impact study will be conducted by the Board and Faculty Council during the 1995-1996 academic year to study the effects of the shortened calendar on student performance. If the committee concludes that the shortened calendar has had a significant negative impact on student performance, the committee will recommend options designed to eliminate the negative impact to the Board and the Faculty Council.

Options will include but will not be limited to returning to the 1993-1994 calendar. If the Board and the Faculty Council determine to return to the 1993-1994 calendar, the Faculty Council agrees to return without the Board incurring any financial expenses for the increase in days.

6. Legal Calendar Mandates:

Should any provision of the 1994-1995, 1995-1996 or 1996-1997 calendars be found contrary to law, the provisions of Article II E will be implemented and if a solution mandates additional instructional days, the Faculty Council agrees to increase the number of instructional days up to a maximum of ten (10) instructional days without the Board incurring any additional financial expense for the additional days.

7. Instructional Make-up Time:

Instructional time lost between 5:00 p.m. and 10:00 p.m. will be made up at the discretion and convenience of the instructor. Instructors will include the make up time schedule in the class syllabus.

C. Academic Calendars -- ALPENA CAMPUS

FALL SEMESTER 1994-1995

			WORK	INST
August	29	Meetings ¹	1	0
	30	Meetings/Advising ¹	1	0
	31	Advising / Registration	1	0
September	1	Advising / Registration	1	0
	2	Staff Development ²	1	0
	5	Labor Day		
	6-9	Classes Begin September 6	4	4
	12-16		5	5
	19-23		5	5
	26-30		5	5
October	3-7		5	5
	10-11		2	2
	12	Staff Development	1	0
	13-14		2	2
	17-21		5	5
	24-28		5	5
	31-			
November	4		5	5
	7-11		5	5
	14		1	1
	15	Fall Break	0	0
	16-18		3	3
	21-23 ³		3	3
	24-25	Thanksgiving Vacation		
28-				
December	2		5	5
	5-9		5	5
	12-16		5	5
	19-22 ⁴	Final Exams	4	4
	28	Grades Due at 12 00 Noon	.5	0
	Total Days	80.5	74	

1. Workdays may include activities such as office hours, placement, workshops, seminars, staff meetings, development, and faculty meetings.

2. When no staff development activity is scheduled, becomes an unscheduled work day.

3. See Article XI, B, 7.

4. See Article XI, B, 3.

SPRING SEMESTER 1994-1995

			WORK	INST
January	3	Meeting / Advising ¹	1	0
	4	Advising / Registration	1	0
	5	Advising / Registration	1	0
	6	Staff Development ²	1	0
	9-13	Classes Begin January 9	5	5
	16-20		5	5
	23-27		5	5
	30-			
February	3		5	5
	6-10		5	5
	13-17		5	5
	20-24	Mid Semester Break		
	27-			
March	3		5	5
	6-10		5	5
	13-17		5	5
	20-21		2	2
	22	Staff Development	1	0
	23-24		2	2
	27-31		5	5
April	3-7		5	5
	10-12 ³		3	3
	13-17	Spring Break		
	18-21		4	4
	24-28		5	5
May	1-3	Final Exams ⁴	3	3
	4	Graduation-Meetings A.M.	1	0
	5	Unscheduled A.M.	.5	0
	8	Grades Due by 12:00 Noon	.5	0
		Total Days	81	74

1. Workdays may include activities such as office hours, placement, workshops, seminars, staff meetings, development, and faculty meetings.
2. When no staff development activity is scheduled, becomes an unscheduled work day.
3. See Article XI, B, 7.
4. See Article XI, B, 3.

FALL SEMESTER 1995-1996

			WORK	INST
August	28	Meetings ¹	1	0
	29	Meetings/Advising ¹	1	0
	30	Advising / Registration	1	0
	31	Advising / Registration	1	0
September	1	Staff Development ²	1	0
	4	Labor Day		
	5-8	Classes Begin September 5	4	4
	11-15		5	5
	18-22		5	5
	25-29		5	5
October	2-6		5	5
	9		1	1
	10	Staff Development	1	0
	11-13		3	3
	16-20		5	5
	23-27		5	5
	30-			
	November	3		5
	6-10		5	5
	13-14		2	2
	15	Fall Break	0	0
	16-17		2	2
	20-22 ³		3	3
	23-24	Thanksgiving Vacation		
	27-			
December	1		5	5
	4-8		5	5
	11-15		5	5
	18-21 ⁴	Final Exams	4	4
	27	Grades Due at 12:00 Noon	.5	0
		Total Days	80.5	74

1. Workdays may include activities such as office hours, placement, workshops, seminars, staff meetings, development, and faculty meetings.
2. When no staff development activity is scheduled, becomes an unscheduled work day.
3. See Article XI, B, 7.
4. See Article XI, B, 3.

SPRING SEMESTER 1995-1996

			WORK	INST
January	8	Meeting / Advising ¹	1	0
	9	Advising / Registration	1	0
	10	Advising / Registration	1	0
	11	Staff Development ²	1	0
	15-19	Classes Begin January 15	5	5
	22-26		5	5
	29-		5	5
February	2			
	5-9		5	5
	12-16		5	5
	19-23		5	5
	26-			
March	1	Mid Semester Break	0	0
	4-8		5	5
	11-15		5	5
	18-19		2	2
	20	Staff Development	1	0
	21-22		2	2
	25-29		5	5
April	1-3 ³		3	3
	4-8	Spring Break	0	0
	9-12		4	4
	15-19		5	5
	22-26		5	5
	29-			
May	3		5	5
	6-8	Final Exams ⁴	3	3
	9	Graduation-Meetings A.M.	1	0
	10	Unscheduled A.M.	.5	0
	13	Grades Due by 12:00 Noon	.5	0
		Total Days	81	74

1. Workdays may include activities such as office hours, placement, workshops, seminars, staff meetings, development, and faculty meetings.
2. When no staff development activity is scheduled, becomes an unscheduled work day.
3. See Article XI, B, 7.
4. See Article XI, B, 3.

TENTATIVE CALENDAR
FALL SEMESTER 1996-1997

			WORK	INST
August	26	Meetings ¹	1	0
	27	Meetings/Advising ¹	1	0
	28	Advising / Registration	1	0
	29	Advising / Registration	1	0
	30	Staff Development ²	1	0
September	2	Labor Day		
	3-6	Classes Begin September 3	4	4
	9-13		5	5
	16-20		5	5
	23-27		5	5
October	30-			
	4		5	5
	7-8		2	2
	9	Staff Development	1	0
	10-11		2	2
	14-18		5	5
	21-25		5	5
November	28-			
	1		5	5
	4-8		5	5
	11-14		4	4
	15	Fall Break	0	0
	18-22		5	5
December	25-27 ³		3	3
	28-29	Thanksgiving Vacation		
	2-6		5	5
	9-13		5	5
	16-19 ⁴	Final Exams	4	4
	23	Grades Due at 12:00 Noon	.5	0
Total Days			80.5	74

1. Workdays may include activities such as office hours, placement, workshops, seminars, staff meetings, development, and faculty meetings.
2. When no staff development activity is scheduled, becomes an unscheduled work day.
3. See Article XI, B, 7.
4. See Article XI, B, 3.

TENTATIVE CALENDAR
 SPRING SEMESTER 1996-1997

			WORK	INST
January	6	Meeting / Advising ¹	1	0
	7	Advising / Registration	1	0
	8	Advising / Registration	1	0
	9	Staff Development ²	1	0
	13-17	Classes Begin January 13	5	5
	20-24		5	5
	27-31		5	5
February	3-7		5	5
	10-14		5	5
	17-21		5	5
	24-28	Mid Semester Break	0	0
March	3-7		5	5
	10-14		5	5
	17-18		2	2
	19	Staff Development	1	0
	20-21		2	2
	24-26 ³		3	3
	27-31	Spring Break		
April	1-4		4	4
	7-11		5	5
	14-18		5	5
	21-25			
	28		5	5
May	2		5	5
	5-7 ⁴	Final Exams	3	3
	8	Graduation-Meetings A.M.	1	0
	9	Unscheduled A.M.	.5	0
	12	Grades Due by 12:00 Noon	.5	0
Total Days			81	74

1. Workdays may include activities such as office hours, placement, workshops, seminars, staff meetings, development, and faculty meetings.
2. When no staff development activity is scheduled, becomes an unscheduled work day.
3. See Article XI, B, 7.
4. See Article XI, B, 3.

ARTICLE XII

GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is a claim by an instructor or the Faculty Council that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement and may be processed as hereinafter provided.

2. The term "days" will mean calendar days.

B. Purpose:

The primary purpose of this procedure is to secure, as near to the initial step as possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings will be kept as confidential as may be appropriate at each level of the procedure. Nothing herein contained will be construed as limiting the right of any instructor with a problem to discuss the matter informally with the appropriate member of the administration.

C. Structure:

The Faculty Council will establish a grievance committee to process grievances of the personnel it represents.

D. Procedure:

The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent. If the grievance is filed on or after May 1, the time limits may be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as practical.

1. Step One (Verbal)

A grievance will be discussed with the appropriate administrator within fourteen (14) days of the alleged violation with the objective of resolving the matter.

2. Step Two (Written)

In the event the matter is not resolved in Step One, the grievance, stated in writing, will be submitted to that administrator in Step One within fourteen (14) days following the verbal discussion in Step One.

(a) A written grievance will be presented by:

- (1) An instructor accompanied by a Faculty Council representative.
- (2) A Faculty Council representative if the instructor so requests.
- (3) A Faculty Council representative in the name of the Faculty Council.

(b) A written grievance will be specific. It will name and be signed by the employee(s) involved, and contain a statement of the facts upon which the grievance is based and the remedy requested.

(c) Within fourteen (14) days after receiving the written grievance, the administrator will present a decision, with supporting reasons, in writing and provide one copy to the instructor(s) and two copies to the Faculty Council grievance committee.

(d) In the event the President is the immediate supervisor, the provisions of (c) will not apply. In place of (c) the following procedure applies:

(1) The President will meet with the Faculty Council grievance committee within fourteen (14) days of receipt of the written grievance. The President will state a decision, with supporting reasons, in writing within fourteen (14) days of the meeting. One (1) copy of the decision will be provided to the instructor(s) and two (2) copies to the Faculty Council.

(2) If the grievant is not satisfied with the President's decision, the Faculty Council grievance committee will determine whether or not there is a legitimate grievance.

(3) Should the grievance committee decide that no valid grievance exists, the Faculty Council's processing of the grievance will be dismissed by written notice, (copy to grievant and President) with the Faculty Council not being obligated to provide any assistance to the instructor, including legal and/or financial; however, the grievant cannot continue the grievance beyond this step.

(4) If the grievance is not dismissed by the Faculty Council, it will advance to Step Four (Board of Trustees).

3. Step Three (President)

If the grievant is not satisfied with the decision, the Faculty Council grievance committee will determine whether or not there is a legitimate grievance.

Should the committee decide that no valid grievance exists, the Faculty Council's processing of the grievance will be dismissed by written notice, (copy to grievant and president) with the Faculty Council not being obligated to provide any assistance to the instructor, including legal and/or financial; however, the grievant may continue the grievance only through the president's step. If the grievance is not dismissed by the Faculty Council, it will be submitted to the president within fourteen (14) days of receipt

of the written answer in Step Two. The president will meet with the Faculty Council Grievance Committee within fourteen (14) days of receipt of the written grievance. The president will state a decision, with supporting reasons, in writing within fourteen (14) days of the meeting. One (1) copy of the decision to the instructor(s) and two (2) copies to the Faculty Council will be provided.

4. Step Four (Board of Trustees)

If the President's decision is not satisfactory to the Faculty Council, the grievance may be submitted by the Faculty Council to the Board of Trustees within fourteen (14) days of receipt of his/her decision. The grievance must be submitted to the Secretary of the Board of Trustees no later than seven (7) days prior to the scheduled date of the Board meeting. The Board of Trustees will provide a hearing of the grievance at its next regular Board meeting or within thirty (30) days, whichever is sooner. The Board, within fourteen (14) days of the grievance hearing, will state its decision in writing; one (1) copy of the decision will be provided to the instructor(s) and two (2) copies to the Faculty Council.

5. Step Five (Arbitration)

If the Faculty Council is not satisfied with the disposition of the grievance at Step Four or the Step Four time limits expire without action, then only the Faculty Council may submit the grievance to final and binding arbitration under the rules of the American Arbitration Association which will act as administrator of the proceedings. If a Demand for Arbitration is not filed within thirty (30) days of the date of disposition of the grievance at Step Four or the date the Step Four time limit expires without action, whichever date is later, then the grievance will be deemed withdrawn.

Neither the Board nor the Faculty Council will be permitted to assert any grounds or evidence not previously disclosed to the other party.

The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. However, it is mutually agreed that the arbitrator is empowered to include in his/her award such financial reimbursements as he/she judges to be proper. Each party will bear the full costs for its side of the arbitration, and will pay one-half (1/2) of the costs of the arbitrator.

E. Rights to Representation:

When an instructor is not represented by the Faculty Council, the Faculty Council will have the right to be present and to state its views at all stages of the grievance process.

F. Miscellaneous:

1. A grievance may be withdrawn at any step without prejudice.

2. No reprisals will be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications and records dealing with a grievance will be filed separately from the personnel files of the participants.
4. Grievances will be written and filed on the official "Grievance Report Form."

G. Grievance Report Form Grievance Number _____

Step One (Verbal)

Grievant(s): _____

Administrator: _____

Date of Meeting: _____

Others Attending Meeting: _____

Step Two (Written)

Date of Filing: _____ Date Cause of Grievance Occurred: _____

Statement of Grievance/Contract Violations(s): _____

Statement of Relief Sought: _____

Date Received by Administrator: _____

Disposition of Grievance by Administrator: _____

Signature of Administrator: _____

Date: _____

Advance to Step Four (Board) if the President is the immediate supervisor and Steps 2(d) 1, 2, and 3 have been taken. Step Three (President)

Date Disposition of Step Two Received: _____
Disposition of Grievance by Faculty Council Grievance Committee:

Signature of Faculty Council Representative: _____ Date: _____

Date Filed with President: _____

Date Received by President: _____

Disposition of Grievance by President: _____

Signature of President: _____

Date: _____

Step Four (Board)

Date Disposition at Step Three Received: _____

Date Filed with the Board: _____

Date Received by the Board:

Disposition of Grievance by Board: _____

Signature of Board President: _____

Date: _____

Step Five (Arbitration)

Date Disposition of Step Four Received: _____

Date Submitted to Arbitration:

Disposition and/or Award by Arbitrator: _____

Signature of Arbitrator: _____

Date: _____

ARTICLE XIII

CONTRACT IMPLEMENTATION

A. Unless otherwise provided in this Agreement, all contract changes scheduled for the second academic year (1995-96) will become effective at midnight, August 27-28 1995, and at midnight, August 18-19, 1996, for the third year.

B. Changes in fringe benefit insurance coverage are effective September 1, 1994.

ARTICLE XIV


REPRISAL CLAUSE

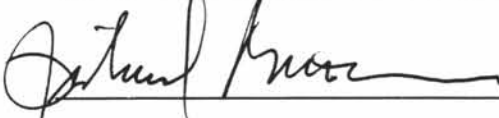
The parties hereby expressly agree that there shall be no reprisals, loss of pay, disciplinary action of any kind or nature whatsoever, or any penalties imposed upon the other, their members or employers as a result of any acts or actions which occurred or took place during the bargaining process leading to this Agreement.

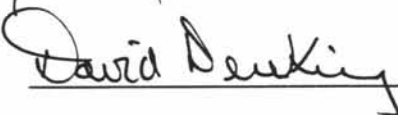
ARTICLE XV

RATIFICATION


FACULTY COUNCIL:

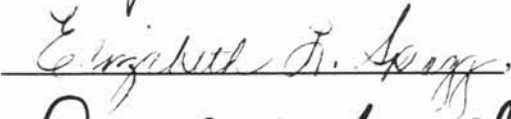
, Faculty Council President, Frank McCourt

, Faculty Council Vice President, Richard Matteson

, Faculty Council Negotiator, David Dierking

BOARD OF TRUSTEES:

, Chairman of the Board, Roger Bauer

, Secretary of the Board, Elizabeth Spragg

, President, Dr. Donald Newport
Alpena Community College / Negotiator

As ratified on the nineteenth of May, 1994

APPENDIX A

ALPENA COMMUNITY COLLEGE

Statement of Salary/Assignment

Date Issued: _____

Instructor: _____
(name)

Regular Assignment: _____

Base Salary: _____, Salary Schedule/Step _____

Longevity: _____

Duration of Regular Assignment: From _____, 19 _____
To _____, 19 _____

Sick Days Available: _____

Sick Days Used Previous Year: _____

Other/Extra Duties: _____

Changes in Regular Assignment from Previous Regular Assignment:

Date and Duration of New/Changed Regular Assignment:

From _____, 19 _____ To _____, 19 _____

APPENDIX B

Department Chairpersons

The primary concern of the department chairperson shall be the quality of instruction given to the students of Alpena Community College.

The department chairperson shall provide the principal liaison between the administration and their respective departments. They shall follow college policies in the administration of their departments and they shall present the recommendations of their departments on academic matters to the Dean.

Duties of department chairpersons lie in three general areas: Personnel, Educational-Professional, and Budget.

1. Personnel

A. Recruitment and Hiring:

(1) In cooperation with the administration, recruit full-time, part-time, and substitute instructors for college credit classes, interview applicants and recommend employment of instructors.

(2) Applicants shall be referred without commitments for employment to the department chairperson or the chairperson's designee who shall interview and evaluate applicants in writing on the current application evaluation form.

(3) To be employed, applicants must receive the approval of a majority of the following: the department chairperson, the Dean and the President. If the applicant is recommended to the Board for hiring, the latter will be appraised of the vote and given full information or reasons. All evaluations will become part of his/her personnel file if the applicant is hired.

(4) A current file of applicants shall be maintained in the office of the college director of personnel, accessible to the department chairperson.

B. Evaluation of Instructors:

(1) See ARTICLE VI.f.6.(c)

C. Supervision of Instruction:

(1) Instruct newly employed, full- and part-time and substitute instructors in their teaching duties and offer guidance for the improvement of instruction.

(2) Encourage instructors to attend professional conferences in their academic fields and report the proceedings to department members.

(3) Assume responsibility for calling meetings of instructors of the department with a minimum of three meetings per semester.

(4) Insure that standards are set and maintained for course objectives, course content, examinations, and grading practices.

(5) Approve instructor requests for changes of his/her course grades and initiate such requests when the instructor is no longer employed by the college.

(6) Conduct or supervise departmental studies.

(7) Assume responsibility for the organization and implementation of department in-service training.

2. Educational-Professional

A. Curriculum Review and Development:

(1) Meet with the Dean or his/her designee as needed to discuss, plan, and develop the instructional program of the college.

(2) Coordinate the development of new courses within the department, including catalog descriptions, prerequisites and course outlines, conduct an annual review of departmental offerings and prepare necessary evaluations of the program with recommendations for changes and deletions.

(3) Represent the department to the college curriculum committee.

(4) Review course offerings at other institutions and, in cooperation with the administration, participate in articulation with the institutions. Advise and assist administration so as to improve placement opportunities for students.

(5) Cooperate with the Dean in developing necessary departmental standards and tests for non-classroom credits such as CLEP, credit by examination, and evaluation of experience.

(6) Recommend books and other library materials for purchase.

B. Schedule of Classes:

(1) Recommend to the Dean a fall, spring, and summer session schedule of classes which is regularly reviewed and kept in the context of a two-year projection of the department program.

The Dean will provide department chairpersons with production reports for each semester.

(2) Recommend to the Dean teaching assignments and section sizes.

(3) With the Dean, coordinate class schedules with other departments to avoid conflicts.

(4) Review class enrollments at the time of registration to effect better placement and sectioning.

C. Guidance Services:

(1) Assist in the development of testing and screening procedures for placement of students at proper levels in subject fields.

(2) Work in cooperation with student services in the selection of program advisors for departmental majors.

D. Public Relations:

Insure that the department is represented as needed in the college and community.

3. Budget

Assist in the preparation and administration of the departmental budget.

4. Texts, Materials and Supplies

Coordinate departmental requests for instructional materials, supplies, facilities, and capital outlay.

Recommend texts and supplementary materials needed for courses in the department and submit bookstore authorization forms to the Dean for his/her approval.

5. Selection Procedure

The department chairperson shall be elected by a majority vote of the members of the department, subject to the approval of the Dean.

Disapproval by the Dean may be overridden by a 3/4 vote of the members of the department. Each step of the procedure must be completed in two weeks.

Final recommendation will be made to the Board.

Only persons in the bargaining unit will be eligible to vote. Persons teaching more than fourteen (14) hours in a department will have one (1) vote. Persons teaching less than fourteen (14) hours in a department will have a vote equal to their load in that department divided by fifteen (15). The load assignment of the most recent semester will be used to determine the eligibility to vote.

The elections will all be held in the last month of the second semester, new chairpersons to take office at the opening of fall semester. Vacancies which develop at other times in the school year will be filled by election for the remainder of the term of office.

In the case of a tie or any situation wherein the department cannot choose a nominee, the Dean will make an appointment.

6. Term of Office

A. A department chairperson shall be elected for a period of three (3) years.

B. A department chairperson may be reelected for succeeding terms of office.

C. If, after a period of one (1) year, a majority of the members of the department, or the respective Dean, are not satisfied with the present department chairperson, a departmental election may be called for the purpose of replacing the chairperson.

7. Rate of Remuneration for Department Chairpersons

See the Master Agreement Article IX, C.

APPENDIX C

1. Biology (dept.)
2. Business and Public Service (dept.)
3. English (dept.)
4. Fine Arts (dept.)
5. Industrial* (dept.)
6. Learning Skills (area)
7. Library (area)
8. Natural Resources (dept.)
9. Nursing (area)
10. Physical Education (dept.)
11. Physical Science - Math (dept.)
12. Social Science (dept.)
13. Student Services (area)
14. Grants (area) 1990

* includes concrete instructors

APPENDIX E

CO-CURRICULAR DUTIES

Alpena Community College encourages the development of co-curricular activities and the involvement of all staff in the promotion of such services to students. In selected area where extensive staff time is involved in providing necessary leadership to promote these programs, a stipend is provided the staff member for this specific duty. These annual stipends are evaluated annually to determine their appropriateness:

1994-1995 Stipends:

Drama Advisor	\$1,200
Coordinator of Athletics	\$3,500
Coordinator of Student Publications	\$2,500
Intramural Director	\$3,500
Student Senate/Activities Advisor	\$1,200
Coordinator of Special Events/Services	\$1,200
Head Coach (Basketball)	\$4,000
Head Coach (Other Sports)	\$2,800
Assistant Coach (Basketball)	\$2,000
Assistant Coach (Other Sports)	\$1,200

