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MASTER AGREEMENT

ALCONA COMMUNITY SCHOOLS DISTRICT

and

ALCONA EDUCATION ASSOCIATION -

M.E.A. - N.E.A.

Alcona Community Schools District

MEA
1216 Wendale
East Lansing Mich.
48823

9/1/69-8/31/71

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This Agreement entered into this 27th day of August, 1969,
by and between the School District of Alcona Community
Schools, Alcona County, Michigan, hereinafter called the
"Board", and the Alcona Education Association, a
chartered Alcona Chapter of the M. E. A. - N. E. A.
hereinafter called the "Association".

WITNESSETH

"WHEREAS, The Board of Education is required by law
to negotiate with the Alcona Education Association on wages,
hours, and the terms and conditions of employment of
teachers, the parties, through negotiations in good faith,
have reached agreement on the following Articles and
desire to execute this contract covering such agreement:"

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Alcona Education Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, P. A. of 1965, for all certified teaching personnel under contract or on leave as defined in Article IX in this Agreement, but excluding full time executive personnel.

B. The term "Teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined. The term "Board" shall include its officers and agents.

C. The Board agrees not to negotiate with any teacher's organization other than that designated as the exclusive bargaining representative pursuant to Act 379, P. A. of 1965, for the duration of this Agreement.

D. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

E. Nothing contained herein shall be construed to restrict or deny to any teacher any rights he may have under any law or constitutional provision of the State of Michigan or the United States of America.

F. All members of the Association shall sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year.

The deduction of membership dues shall be made from the second pay check each month for ten (10) months beginning in September and ending in June of each year, and the Board agrees to promptly remit upon billing to the respective Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made.

The Board shall also make payroll deduction upon written authorization from teachers for annuities, credit unions, savings bonds, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE II

TEACHER RIGHTS

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

B. The Association and its members shall have the right to use school building facilities free of charge at all reasonable hours for meetings, providing it does not interfere with the educational functions of children or other activities as permitted by the Board of Education. No teacher shall be prevented from wearing pins of membership in the Association either on or off school premises.

C. The Board agrees to furnish to the Association in response to written requests from time to time one copy per school building of tentative budgetary requirements, allocations and such other information as can be considered public record.

ARTICLE III

BOARD RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

ARTICLE IV
PROFESSIONAL COMPENSATION

A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.

B. The salary schedule is based upon a normal teaching load, as hereinafter defined, according to school calendar (during normal teaching hours), and as found in Schedule B. For specific extra duty performance the teacher shall be entitled to appropriate additional professional compensation, as established by Schedule C.

Teachers shall be required to attend all In-Service Professional Growth meetings. Any meeting for any other purpose shall be limited to one a month.

An In-Service Professional Growth Committee composed of staff and administration shall be established for purpose of planning an In-Service Professional Growth program.

C. A teacher who is engaged during the school day in professional negotiation or grievance procedures scheduled by mutual consent of the Board and Association shall be released from regular duties without loss of pay or other penalty.

D. FRINGE BENEFITS

\$276 per year or \$23 per month shall be applied toward fringe benefits for each professional staff member covered under this Agreement beginning September 1, 1970. At the discretion of the employee, this may be applied to any of the eight following plans, provided that at least 10 teachers take advantage of any particular plan at the beginning of each school year:

- Option 1. Blue Cross - Blue Shield
- Option 2. MESSA Group Term Life Insurance
- Option 3. MESSA Income Protection
- Option 4. MESSA/D. C. I. Dental Service Plan
- Option 5. MESSA Super Medical
- Option 6. Group Auto Insurance - One Carrier - AEA Choice
- Option 7. Disability Insurance Protection, Long and Short Term
- Option 8. NEA Accidental Death and Dismemberment Insurance

No other plans shall be acceptable. Employee decisions as to options shall be submitted in writing to the Superintendent's office one week prior to the employee's first pay day. Changes will be made only at the beginning of each school year.

In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year.

The Board shall make payment of insurance premiums for each employee to provide insurance coverage for the full twelve-month period commencing September 1, 1969, and ending August 31, 1971; when necessary premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage when authorized by the teacher in writing. Provisions for repayment to the Board when necessary shall be a part of the written authorization.

ARTICLE V

TEACHING HOURS

A. The Teacher's normal teaching hours in the Alcona System shall be those that require appearance at his place of business at a specific time before classes start, and shall remain on the premises until a specific time after school is dismissed.

The specific times for elementary teachers shall be as follows:

8:40 a.m. to 3:40 p.m.

The school day for elementary children will be from 8:55 a.m. to 3:25 p.m.

The specific times for High School Teachers shall be as follows:

8:15 a.m. to 3:15 p.m.

High school students day shall be from 8:30 a.m. to 3:00 p.m.

The administration may adjust the student day within a fifteen minute range to coordinate school transportation. Any adjustment will maintain a maximum of six and one-half (6 1/2) hour time period between receiving and dismissing students. A seven (7) hour time period will be maintained between specific arrival and dismissal times for teachers.

ARTICLE VI
TEACHING LOADS AND ASSIGNMENTS

A. The number of teachers employed by the School District shall be adequate to provide effective instruction, direction of extra classroom activities, counseling and other educational services.

B. The ratio of pupils to teachers and other professional staff members shall not exceed 25 to 1.

C. The teaching load shall be such that teachers will have adequate time to perform their duties effectively. The teaching load for junior and senior high school teachers shall not be more than five periods daily for the long period schedule. In the event of field trips, class trips, etc., which might alleviate the teacher of his or her normal assignment, it will be the responsibility of the administration to make assignments to fulfil the normal class day of that teacher.

D. Each high school teacher's schedule shall include at least one period daily or an equivalent amount of time for conferences and preparation.

E. Except in certain activity type classes such as typewriting, physical education, and music, the total average pupil load for teachers within a department shall not exceed 150 pupils per day.

F. Teachers shall not be assigned, except temporarily and for good cause outside the scope of their teaching certificates or their major or minor field of study. Temporarily is to be defined as not more than one half of the school year. North Central Association policies will apply.

G. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools may be advisable. The Board shall not in any case assign or transfer a teacher without prior discussion with said teacher. Such transfers and changes of assignments shall be on a voluntary basis whenever possible.

In making involuntary assignments and transfers the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the pupils.

If an involuntary assignment or transfer is made without the mutual consent of the parties involved, a continuing effort will be made to obtain a reassignment, which is agreeable to both parties.

ARTICLE VII

TEACHING CONDITIONS

To insure the high quality of education is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the members of the Association is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the members of the Association is primarily utilized to this end.

A. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size shall be lowered wherever possible, and to meet the following maximum standards and the Board shall attempt to maintain the following pupil-teacher classroom ratio:

- | | |
|---|-----------|
| (1) Kindergarten | 25 pupils |
| (2) Elementary school grades (1st & 2nd grades) | 25 pupils |
| (3rd - 6th grades) | 30 pupils |
| (3) Special classes for handicapped or mentally retarded | * pupils |
| (4) Special sight-saving and hearing conservation classes | * pupils |
| (5) Emotionally disturbed classes | * pupils |

* See State Board of Education Guidelines

English)	
Social Studies)	
Mathematics)	
Science)	27 pupils
Languages)	
Business)	
Typing	30 pupils
Industrial Arts	20 pupils
Drafting	25 pupils
Vocational Shops	17 pupils
Art	20 pupils
Homemaking	20 pupils
Health Education	50 pupils
Music Class (Instructional)	30 pupils

Article VII - Teaching Conditions, continued.

B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools and the Board shall implement all joint decisions thereon made by its representatives and the Association when funds become available.

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

D. All teachers shall have a 35 minute duty free lunch period, except in emergency situations, such as tornado warnings, fires and serious accidents.

E. The Board shall attempt, whenever possible, to make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and one room which shall be reserved for use as a faculty lounge in which smoking shall be permitted.

F. Present telephone facilities shall be made available for teachers for their reasonable use for school business inherent in their assigned responsibilities.

G. Adequate parking facilities shall be made available to teachers for their exclusive use.

H. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship. The private and personal life of any teacher is not within the appropriate concern or attention of the Board providing it is not in violation of the local Code of Ethics as set forth in Schedule D and adopted by the local M. E. A. Association and as approved by the Board of Education, and further, it is not in violation of the Michigan Tenure Act.

I. The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status or membership in the employee association.

J. Where maximum standards within a building and grade level must exceed the above standards, students shall be equally distributed among the teachers assigned to that grade level, without regard to race, color, creed or religious affiliation.

K. The Board shall encourage advanced educational study by providing interest free loans up to the maximum amount of \$100 per college term per teacher upon application by the teacher and verification of enrollment. The loan shall be repaid within a period of 90 days from date of loan.

A grace period beyond 90 days, not to exceed 180 days, may be granted, during which time an interest charge not to exceed 1% per month on the unpaid balance may be applied.

ARTICLE VIII

VACANCIES, PROMOTIONS, TRANSFERS AND RETIREMENT

A. A teacher may apply for any position at any time. Such applications should be in writing, addressed to the Superintendent of Schools. Applications shall be considered should such vacancy occur either during the school year or during the summer. All applicants shall be notified of the selection by the Board within fifteen days after such decision is made.

B. When members of the Association apply for a transfer to a teaching vacancy within the Association, the Board agrees to give new weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. The decision of the Board as to the final choice of an applicant shall, however, be final.

C. In filling promotional vacancies to administrative positions the Board shall consider the professional qualifications, background, attainments, and other relevant factors including service in the school district of all applicants within the school district as well as applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the Board and the decision of the Board with respect to such matters shall be final.

D. Whenever any vacancy in any teaching or administrative position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy and qualifications and provide copies to the Association for posting at every school building. No vacancies shall be filled except in case of emergency on a temporary basis until ten school days after the notification is delivered to the Association.

E. Retirement Policy

1. A staff member of the Alcona Community Schools shall formally retire from active service at the conclusion of the year in which he or she reaches the age of sixty-five (65).

2. A staff member, upon reaching the mandatory retirement age must apply to the Superintendent of Schools if he or she wishes to teach an additional year. Such application must be made by March 1. The Superintendent will then make a recommendation to the Board of Education of Alcona Community Schools to extend or deny an additional year of service to said staff member.

3. An application to teach under section 2 above must be accompanied by a complete physical examination furnished at the teacher's expense. The physical examination is one of several factors used by the Superintendent in arriving at a decision. Superintendent will provide a form.

4. Such a routine may be continued until either party--the staff member or Superintendent, decides that retirement shall be mandatory.

ARTICLE IX

LEAVE OF ABSENCE AND SICK LEAVE

A. Sick Leave and Personal Business Leave

1. Sick leave of 13 days per year, earned at the rate of 1 1/2 days per month shall be allowed. All of the days actually earned shall be added at the end of each fiscal year to the employee's sick leave reserve provided that such a sick leave reserve shall not exceed a total of 150 days. The computation of the teacher's daily wage will be based on a school year of 190 days being divided into the contract salary of the teacher.
2. Three days a year of the sick leave allowance may be used for personal business. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.

Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session.

Requests for a personal business leave must be made to building principals at least 24 hours in advance of the requested time except in the event of an emergency, when a shorter notice may be acceptable.

Personal business leave days are not intended for the day preceding or the day following holidays or vacations, and the first and last days of the school year.

3. Upon employment a teacher shall receive a bank of twenty-six (26) sick leave days to be used in case of personal illness during the first two (2) years in the Alcona Community Schools. Commencing with the third (3rd) year, additional personal sick leave days will be granted at a rate of thirteen (13) days per year at the beginning of each year. Unused sick leave days are cumulative, but shall never exceed one hundred fifty (150) days. If the teacher leaves the Alcona Public School System at the conclusion of one (1) year, sick leave taken in excess of thirteen (13) days is to be deducted from the final pay check (s).

Article IX - Leave of Absence and Sick Leave continued.

B. Any teacher whose personal illness extends beyond the compensation period provided under paragraph A of Article IX shall be granted a leave of absence without pay for complete recovery from such illness. Said leave is not to exceed more than one year or such extension as may be granted by the Board of Education. Prior to his return to duty, a doctor's certificate attesting to the recovery of the teacher enabling him to satisfactorily perform his duties shall be submitted to the Superintendent. Upon return from leave, a teacher shall be assigned to the same position if available or a substantially equivalent position. The teacher shall be reinstated no later than September of the ensuing school year.

C. Maternity Leave. Upon written application a maternity leave shall be granted without pay commencing at a time agreed to by the teacher and the Superintendent of Schools. The teacher shall be entitled to a leave for one year, further extensions may be granted at the will of the Board. Upon return, a teacher may be assigned to the same or similar position providing a vacancy exists.

D. Extended Leaves. Unless otherwise indicated, the following conditions shall apply to extended leaves of absence.

1. Requests for leaves shall be in writing.
2. Eligibility shall be based on a minimum of two (2) years continuous employment in the district.
3. All extended leaves shall be limited to one year. Further extensions shall be at the will of the Board.
4. There will be no compensation and salary increments shall not accrue.
5. Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated upon return.
6. Written notice of intention to either return or resign shall be given the Superintendent of Schools by February 1 of the year in which the leave expires.
7. The conditions under which a person may return from a leave shall be determined by the Board of Education upon recommendation of the Superintendent of Schools at the time of approval of request for leave.

Personal Business Leave. An employee may be granted a leave of absence for personal reasons for a period of one year, provided it is not harmful in any way to the program of the school.

A teacher will be granted a leave for a period not to exceed one year for full time overseas duty in the Peace Corps. The salary increment shall accrue.

A leave of absence shall be granted a teacher who is inducted or enlists for one period of enlistment in any branch of the armed forces of the United States. Reinstatement on completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

A teacher will be granted a one year leave prior to the beginning of, or at the conclusion of, the school year to campaign for himself or serve in a public office.

Teachers who are officers of the Michigan Education Association or the National Education Association or who are appointed to the afore named Association staffs shall be given a one year leave of absence.

Sabbatical Leave. At the completion of 7 years employment as a teacher in the Alcona Community Schools system, any teacher may become eligible, upon application, for sabbatical leave not to exceed one school year.

Leave may be used for educational travel or educational improvement in conjunction with an approved credit program or graduate degree program, provided the teacher holds a permanent or life certificate.

(Sabbatical Leave - Cont.)

Not more than 2 members will be granted such leave during any one school year.

Pay during the leave period will be 1/4 the recipient's annual base salary.

A committee of teachers appointed by the Association will review applications submitted for a given year; examine goals and objectives of applicants. Intent for future tenure in the district shall be considered by the committee. The committee will recommend those to be granted leave to the Superintendent.

All applications should be submitted to the Association by the end of the first semester. The committee shall make recommendations to the Superintendent by March 1 and the Association will be notified of approval or disapproval by March 15 by the Superintendent.

E. Emergency Leave. Not to exceed a total of five days per school year shall be granted by the Superintendent of Schools for following reasons: marriage in the immediate family, death in the immediate family, required appearance in a court of law involving no moral turpitude on the part of the employee and quarantine. (Immediate family shall be interpreted as: grandparents, mother, father, husband, wife, child, sister, and brother, or grandchildren, mother-in-law, father-in-law, sisters-in-law, and brothers-in-law or any other member of the family unit living in the same household, no matter what degree of relationship.)

F. A leave of absence shall be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty on which he otherwise would have been scheduled to work.

A. leave of absence with pay shall be granted for time necessary for appearances in any legal proceedings connected with the teacher's employment with the school system, if the teacher is required by law to attend.

G. The Board of Education shall encourage employees and may grant leaves of absence to actively participate in meetings of professional organizations of an educational nature. The number of teachers allowed leave at any one time will be within the discretion of the administration. The payment of employees' expenses incurred in attendance and of the salary of substitutes shall be carried in the budget as an in-service educational expense item.

H. Members of the Association shall be released to attend Association related activities without loss of pay provided this does not interfere with effective classroom instruction. This released time shall be limited to a total of ten days for the Association to be distributed among the staff at the discretion of the Association. If the total of ten days is exceeded, the Association shall pay for the substitutes required.

ARTICLE X

INSURANCE PROTECTION

A. If a claim is awarded by the insurance company to an employee who is injured in the line of duty, he shall receive such compensation and expenses as are prescribed by the Workmen's Compensation Law of the state. Such compensation shall be supplemented with an amount sufficient to maintain his regular salary for a period not to exceed his sick leave reserve or a minimum of fifty days (computed in dollars). Such reserve shall be charged only for that portion in excess of the compensation payment.

B. The Board will provide insurance without cost to the teacher in the amount of \$100,000 bodily injury, \$300,000 each occurrence, and \$25,000 property damage for any accident involving the use of a non-school vehicle while on authorized school trips and/or business.

ARTICLE XI

TEACHER EVALUATION AND DISCIPLINE

A. Schedule E shall be used for the evaluation of teachers.

B. At the discretion of the Superintendent, each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association shall, upon the request of either party, be present during the review.

C. No teacher shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause, except with the rights allowed by the Tenure Act to the Board of Education as related to probationary teachers. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Board, or any agent or representative thereof, shall be subject to the professional grievance negotiations procedure hereinafter set forth.

ARTICLE XII

PROTECTION OF TEACHERS

A. The Board recognizes its responsibility to give a reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

B. Any case of assault upon a teacher shall be promptly reported to the Superintendent of Schools. The Board, upon written request of a teacher, shall advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

C. Any written complaints by a parent of a student directed toward a teacher made to the administration shall be promptly called to the teacher's attention.

ARTICLE XIII

NEGOTIATION PROCEDURES

A. It is contemplated that matters not specifically covered by this Agreement in regards to wages, hours and working conditions shall be subject to professional negotiations upon the mutual consent of the parties.

B. Beginning not later than April 1 of the calendar year in which this Agreement expires the Association and the Board agree to negotiate over a successor agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement concerning teachers, wages, hours, and terms and conditions of their employment. Beginning not later than April 1, 1970, the Association and the Board agree to negotiate concerning only salaries, fringes and calendar for the 1970-'71 school year. Any agreement so negotiated and ratified shall be reduced to writing and signed by the Board and the Association.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

D. The final agreement shall be ratified by both parties on the same calendar date. There shall be three signed copies of the ratified agreement, one each for the Association, the Board and the Superintendent's file. Any correspondence and communication between members of the Association and the Board relevant to conditions established by the Master Contract shall be conducted directly through the Superintendent of Schools and the Association President. All contracts and riders to be issued shall be signed by the Board prior to issuance to the teacher.

ARTICLE XIV

PROFESSIONAL GRIEVANCES

A. Definition.

1. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or rules, orders or regulations of the Board relating to wages, hours, terms, and conditions of employment may be processed as a grievance as hereinafter provided.

2. a. Time Limits. All time limits herein shall consist of school days except that when a grievance is submitted on or after June 1, time limits shall consist of all week days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Time limits may be extended only with the written consent of the Administration and the Association.

b. If time limits are not observed by the grievant or Association as required in this article, the grievance must be considered abandoned. If time limits as stated in this article are not observed by the Board, the grievant or Association have the right to move the grievance automatically to the next level.

3. Levels. Grievance levels are defined in the following order:

- a. The Immediate Supervisor
- b. Superintendent of Schools
- c. Board of Education
- d. Other Legal Processes

B. In the event that a teacher believes there is a basis for a grievance, he shall first within 10 school days discuss the alleged grievance with his immediate supervisor (defined as: secondary teachers, building principal; elementary teachers, building principal and/or elementary supervisor) either personally or accompanied by his Association representative.

C. If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, a grievant may invoke the formal grievance procedure on the form set forth in Schedule G, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the immediate supervisor within ten school days after the informal discussion. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

D. Within five school days of receipt of the grievance, the immediate supervisor (defined as: secondary teachers, building principal; elementary teachers, elementary supervisor) shall meet with the Association in an effort to resolve the grievance. The immediate supervisor shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish two copies thereof to the Association.

Article XIV - Professional Grievances, continued.

E. If the grievant or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within three school days of such meeting the grievance shall be transmitted to the Superintendent. Within five school days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within three school days of such meeting, and shall furnish two copies thereof to the Association.

F. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or if no disposition has been made within three school days of such meeting, the grievance shall be transmitted to the Board by filing written copies thereof with the Secretary of the Board and the Superintendent. The Board, no later than its next regular meeting or two calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than five school days thereafter. Two copies of such disposition shall be furnished to the Association.

G. If the grievant or the Association is not satisfied with the disposition of the grievance by the Board, the Association reserves all rights for further action under the laws of the State of Michigan.

H. 1. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, and the grievance concerns an alleged violation of a specific article or section of this Agreement, the grievance may be submitted to arbitration by written notice given by the Association within fifteen days after the above specified period.

2. If the parties cannot agree as to the arbitrator within five calendar days from the notification date that arbitration will be pursued, an impartial arbitrator shall be promptly selected by the parties from a panel of five (5) qualified persons prepared by the Michigan Labor Mediation Board in accordance with its rules which shall likewise govern the arbitration proceeding.

3. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Article XIV - Professional Grievances, continued.

4. The fees and expenses of the arbitrator shall be shared equally by both parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

I. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid him.

J. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. In the administration of the grievance procedure, the interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XV
Miscellaneous Provisions

A. The Board of Education shall seek the advice of the Association in planning any tax program of a general operational nature.

B. The Association shall deal with and enforce ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Education Profession is considered by the Association and its membership to define acceptable criteria of professional behavior.

C. This Agreement shall supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and supercede any contradictory or inconsistent established policies of the Board in regard to teachers.

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

E. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. The salary of an employee shall begin at the time he reports for duty or date of contract. The salary shall be paid bi-weekly on such calendar dates as are established by the Board. The Board of Education will spread contractual salaries in such a manner that full payments of earned salary will be completed by June 30. Salaries shall be paid as soon as possible after the close of the payroll period.

G. This Agreement shall be effective as of September 1, 1969, and shall continue in effect until the 31st day of August, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ALCONA EDUCATION ASSOCIATION

BOARD OF EDUCATION

President

President

Secretary

Secretary

Dated this _____ day of _____, 1970

SCHEDULE A

ALCONA COMMUNITY SCHOOLS
TEACHER SALARY SCHEDULE
1970 - '71

<u>Experi- ence Years</u>	<u>A B. A.</u>	<u>B B. A. + 15</u>	<u>C M. A. or Approved BA+35</u>
0	7200	7524	7863
1	7524	7863	8216
2	7863	8216	8586
3	8216	8586	8973
4	8586	8973	9376
5	8973	9376	9798
6	9376	9798	10,239
7	9798	10,239	10,700
8	10,239	10,700	11,181
9		11,181	11,685
10			12,210

Note: Non-degree teachers - 85% of AO above.

B. A. degree teachers with less than provisional certification, teaching in their major or related field - 3 steps for experience at 89%, 92% and 95% of AO above.

180 days - Meet Students
4 days - Other Working Days
5 days - Paid Legal Holidays
11 days - Vacation
200 days - Total Salary Basis

SCHEDULE A
(Cont.)

1. To qualify for A, B or C on the above salary schedule, a minimum of a B. A. degree with provisional certification is required.
2. A maximum of 7 years outside experience will be allowed with full increments.
3. Full year increments will be granted for 1/2 year to one full year of acceptable teaching experience for professional personnel employed subsequent to the initiation of this agreement.
4. Changes in the status of an individual on the above schedule shall be implemented only in September and February upon receipt of and approval of transcripts or other evidence by the Superintendent.
5. All college courses beyond the B.A. completed prior to September 15, 1967, shall be acceptable for salary schedule improvement purposes. Future hours for salary schedule improvement must have prior approval unless they are on a graduate program.

The Superintendent of Schools and one elementary and one secondary professional staff representative shall comprise the Accreditation Committee. The Committee shall establish guidelines for the above prior approval by Building Principals, and it shall serve in advisory and mediation capacity when necessary.

6. All non-degree teachers and teachers holding special certificates will receive up to a maximum of three years credit for experience within the district upon qualifying for a provisional certificate at the rate of one year for every two years experience.
7. All teachers as defined by Article I, Section A, shall be on this schedule.
8. Present staff members shall be allowed to progress only one year for experience on this salary schedule.
9. Any teacher contracted for a sixth class will be compensated at the rate of (1/6) one sixth of his salary on the above schedule.

ALCONA COMMUNITY SCHOOLS

1970-71 Calendar

Schedule B

Tues.	Sept.	1, 1970	1/2 Day Orientation
		2	In Service 1 1/2 Days
Thurs.		3	Registration and Full Day for Students
Mon.		7	Labor Day - No School
Mon.	Oct.	5	K-12 Parent Teacher Conferences
Fri.		16	End 1st Marking Period
Mon.	Nov.	16	Hunting Day - No School
Wed.		25	End 2nd Marking Period Begin Thanksgiving Recess End of Day
Mon.	Nov.	30	School Reconvenes
Wed.	Dec.	23	Begin Christmas Recess End of Day
Mon.	Jan.	4, 1971	School Reconvenes
Fri.		22	End of 1st Semester
Mon.		25	School Reconvenes
Fri.	Mar.	5	End 4th Marking Period
Wed.	Apr.	7	Begin Easter Recess End of Day
Tues.		13	School Reconvenes
Fri.		16	End 5th Marking Period
Sun.	May	30	Memorial Day
Mon.		31	Memorial Day Holiday - No School
Thurs.	June	3	End of School Year
Fri.		4	Teacher's Record Day - No Students

SCHEDULE C

Schedule of extra pay for duties performed in Athletics.

% figures are of Base Salary of B.A. degree at Step 0 (A0).

1. Athletic Director	10%
2. Head Football Coach	9%
3. Assistant to the Head Football Coach	6%
4. Junior Varsity Football Coach	6%
5. Head Basketball Coach	9%
6. Junior Varsity Basketball Coach	6%
7. Junior High Basketball Coach	4%
8. Elementary Basketball Coaches	\$150
9. Baseball	4%
10. Track	4%
11. Cross Country	4%
12. Cheerleader Director	5%
13. Girls Athletics (including GAA, Basketball, Track)	9%
14. Ski Club	2%

Bus supervision for Athletics:

\$10 for conference games not including Harrison and Beaverton which were \$15.

All people involved in coaching of athletics or clubs involved in athletics are directly responsible to the Director of Athletics except elementary basketball which are responsible to the Elementary Supervisor.

SCHEDULE C (cont.)

Extra Curricular Assignments

Band Director	\$275
Forensics and Debate	150
Choral Director	250
Year Book	250
Book Store	250
Newspaper (minimum 10 issues per year)	150
Student Council	200
Play	250
Grade Sponsors	
Senior Head	125
Junior Head	125
Junior High School	100
Freshman	50
Sophomore	50
Department Heads	
Mathematics	100
English	100
Science	100
Social Studies	100
Commercial	50
Industrial Arts	50

All teachers involved in extra curricular assignments other than athletics are directly responsible to the building principal.

All teachers teaching the equivalent of a regular class period outside the regular school day shall be paid at the rate of \$5.00 per hour. The above rate shall also apply to any full time teacher who substitutes during his preparation period or assumes the responsibility for an additional class during one of his class periods.

PROFESSIONAL ETHICS

We, the members of the Alcona Community Schools faculty, hold these truths to be self-evident...

- That the primary purpose of education in the United States is to develop citizens who will safeguard, strengthen, and improve the democracy obtained through a representative government;
- That the achievement of effective democracy in all aspects of American life and the maintenance of our national ideals depend upon making acceptable educational opportunities available to all;
- That the quality of education reflects the ideals, motives, preparation, and conduct of the members of the teaching profession;

FIRST PRINCIPLE: The primary obligation of faculty personnel is to guide children, youth, and adults in the pursuit of knowledge and skills, to prepare them in the ways of democracy, and to help them to become happy, useful, self-supporting citizens. The ultimate strength of the nation lies in the social responsibility, economic competence, and moral strength of the individual American.

In fulfilling the obligations of this first principle faculty personnel will....

1. Deal justly and impartially with pupils regardless of their physical, mental, emotional, political, economic, social, racial, or religious characteristics.
2. Recognize the differences among pupils and seek to meet their individual needs.
3. Encourage pupils to formulate and work for high individual goals in the development of their physical, intellectual, creative and spiritual endowments.
4. Aid pupils to develop an understanding and appreciation not only of the opportunities and benefits of American democracy but also of their obligation to it.
5. Respect the right of every pupil to have confidential information about himself withheld except when its release is to authorized agencies or is required by law.
6. Accept no remuneration for tutoring except in accordance with approved policies of the Board of Education.

SECOND PRINCIPLE: The faculty personnel share with parents the task of shaping each pupil's purposes and acts toward socially acceptable ends. The effectiveness of many methods of teaching is dependent upon cooperative relationships with the home.

In fulfilling the obligations of this second principle faculty personnel will...

1. Respect the basic responsibility of parents for their children.
2. Seek to establish friendly and cooperative relationships with the home.

3. Help to increase the pupil's confidence in his own home and avoid disparaging remarks which might undermine that confidence.
4. Provide parents with information that will serve the best interest of their children, and be discreet with information received from parents.
5. Keep parents informed about the progress of their children as interpreted in terms of the purposes of the school.

THIRD PRINCIPLE: The teaching profession occupies a position of public trust involving not only individual faculty personnel conduct, but also the interaction of the school and the community. Education is most effective when these many relationships operate in a friendly, cooperative, and constructive manner.

In fulfilling the obligations of this third principle faculty personnel will....

1. Adhere to any reasonable pattern of behavior accepted by the community for professional persons.
2. Perform the duties of citizenship, and participate in community activities with due consideration for his obligations to his pupils, his family, and himself.
3. Discuss controversial issues from an objective point of view, thereby keeping his class aware of opinions that are partisan.
4. Recognize that the public schools belong to the people of the community, encourage lay participation in shaping the purposes of the school, and strive to keep the public informed of the educational program which is being provided.
5. Respect the community in which he is employed and be loyal to the school system, community, state, and nation.
6. Work to improve education in the community and strengthen the community's moral, spiritual, and intellectual life.

FOURTH PRINCIPLE: The members of the teaching profession have inescapable obligations with respect to employment. These obligations are nearly always shared employer-employee responsibilities based upon mutual respect and good faith.

In fulfilling the obligations of this fourth principle faculty personnel will....

1. Conduct professional business thru the proper channels
2. Refrain from discussing confidential and official information with unauthorized persons.
3. Apply for employment on the basis of competence only, and avoid asking for a specific position known to be filled by another teacher.
4. Seek employment in a professional manner, avoiding such practices as the indiscriminate distribution of applications.

5. Refuse to accept a position when the vacancy has been created through unprofessional activity or pending controversy over professional policy or the application of unjust personnel practices and procedures.
6. Adhere to the conditions of a contract until service thereunder has been performed, the contract has been terminated by mutual consent, or the contract has otherwise been legally terminated.
7. Give and expect due notice before a change of position is to be made.
8. Be fair in all recommendations that are given concerning the work of other teachers.
9. Accept no compensation from producers of instructional supplies when one's recommendations affect the local purchase or use of such teaching aids.
10. Engage in no gainful employment, outside of his contract, where the employment affects adversely his professional status or impairs his standing with students, associates, and the community.
11. Cooperate in the development of school policies and assume one's professional obligations thereby incurred.
12. Accept one's obligation to the employing board for maintaining a professional level of service.

FIFTH PRINCIPLE: The teaching profession is distinguished from many other occupations by the uniqueness and quality of the professional relationships among all faculty personnel. Community support and respect are influenced by the standards of faculty personnel and their attitudes toward teaching and other faculty personnel.

In fulfilling the obligations of this fifth principle faculty personnel will....

1. Deal with other members of the profession in the same manner as he himself wishes to be treated.
2. Stand by other faculty personnel who have acted on his behalf and at his request.
3. Speak constructively of other faculty personnel but report honestly to responsible persons in matters involving the welfare of pupils, the school system, and the profession.
4. Maintain active membership in professional organizations and, thru participation, strive to attain the objectives that justify such organized groups.
5. Seek to make professional growth continuous by such procedures as study, research travel, conferences, and attendance at profession meetings.
6. Make the teaching profession so attractive in ideals and practices that sincere and able young people will want to enter it.

SCHEDULE E

TEACHER EVALUATION

Philosophy

The evaluation of a teacher is a continuing, co-operative process in which the teacher and others who participate in the evaluation review their common understanding of the teachers responsibilities, examine the conditions under which the teacher is working and determine whether or not the teacher is performing effectively. Decisions should be made regarding changes in the task, the conditions, or the teaching, as indicated by the results of the evaluation. Because of these factors, this evaluation form has been developed to achieve:

1. The improvement of the personal and professional growth of each teacher and thus insure a higher quality of instructional service.
2. To provide a basis for necessary administrative recommendation.

Use of Instrument

Probationary Teachers

1. Probationary teachers shall be evaluated by observation a minimum of three times during the school year utilizing page 32. The full evaluation form shall be used at least once each year.

Tenure Teachers

1. Tenure teachers shall be evaluated and observed a minimum of once every year utilizing the full evaluation form.

Additional evaluations may be made at the discretion of principal, or on request of the teacher. Three copies will be made: one for the Superintendent, one for the principal, and one for the teacher.

The Conference

A conference between the teacher and the evaluator is required. This form shall be treated in a confidential manner.

Teacher Evaluation Form

Name of Teacher _____ School _____

Date _____ Experience in Dist. _____ Total Exp. _____

Probationary _____ Tenure _____ Tenure Transfer _____
(indicate year)

I. Personality Qualities

1. Pleasant - Has good disposition
2. Well poised
3. Neat and appropriately dressed
4. Dependable
5. Courteous and considerate of others
6. Merits respect
7. Enjoys working with children

	1	2

II. Professional Qualities

1. Cooperates with parents
2. Accepts responsibility

Code of Self Appraisal
to be used in column 1

- 1-One of my strongest characteristics
- 2-Satisfactory characteristic
- 3-One of my weakest characteristic (one which I should like to improve)

Code for Principal's Appraisal,
if any, to be used in column 2

- 1-One of the teacher's strongest characteristics
- 2-Satisfactory characteristics
- 3-One of the teacher's weakest characteristics (one which the teacher would like to improve)
- 4-Unsatisfactory
- 5-No opportunity to observe performance in this area

Professional Qualities, cont'd.

- 3. Supports school policy
- 4. Teacher-pupil relationship
- 5. Teacher-staff relationship
- 6. Teacher-administration relationship
- 7. Adheres to the professional ethics of Alcona Community Schools
- 8. Is making progress in professional growth

III. Professional Techniques

- 1. Shows evidence of good planning
- 2. Adequately communicates subject matter
- 3. Shows skill in organizing classroom activities
- 4. Maintains appropriate classroom environment
- 5. Adapts methods and subject matter to pupils abilities as far as is possible
- 6. Makes good use of available teaching aids
- 7. Considers health, safety, and emotional development of pupils
- 8. Has an intelligent and sympathetic understanding of pupils
- 9. Exercises self-control and patience in dealing with pupils
- 10. Is prompt and accurate in executing routine reports
- 11. Uses good English and appropriate vocabulary at all times
- 12. Makes clear explanations and assignments
- 13. Teaching techniques are creative and imaginative
- 14. Display of materials is creative and imaginative

	1	2

RECOMMENDATIONS OR COMMENTS

VISITATIONS

I have read and discussed this report with the Principal as attested
to by our joint dated signatures.

ALCONA COMMUNITY SCHOOLS DISTRICT
Lincoln, Michigan 48742

CONTRACT OF EMPLOYMENT
(Tenure - Teacher)

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of the Alcona Community Schools District of Lincoln, Michigan, hereinafter called the "Board," and _____, hereinafter called the "Teacher":

1. That this individual contract is made pursuant to and subject to the terms and conditions of the Collective Agreement between the Alcona Education Association and the Board, and to the extent that the provisions of this contract and said Collective Agreement shall be controlling.

2. That said Teacher is employed and hereby agrees to teach in said school district as a teacher for the 19____-19____ school year which shall consist of no more than _____ contractual days.

3. That said Board shall pay said Teacher for teaching duties and for the listed extra duties (if any) as per the Collective Agreement:

(List each duty and amount paid for same)

	19____ 19____ Agreement	19____ 19____ Agreement
Teaching _____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
Total Compensation	\$ _____	_____

Said compensation to be paid in equal installments, the first payment to be made by the second Friday after teachers report for duty, with subsequent payments to be made bi-weekly.

4. That said Teacher is hereby retained as a tenure teacher, as defined in the Michigan Teacher Tenure Act (Act No. 4 of the Public Acts of 1937, extra session, as amended).

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate by its Superintendent of Schools, and the Teacher has executed this contract this _____ day of _____ 19____.

Board of Education of the Alcona
Community Schools District

By _____
(Superintendent)

(Teacher)

ALCONA COMMUNITY SCHOOLS DISTRICT
Lincoln, Michigan 48742

CONTRACT OF EMPLOYMENT
(Probationary - Teacher)

In consideration of the mutual covenants hereinafter contained, it is hereby agreed between the Board of Education of the Alcona Community Schools District of Lincoln, Michigan, hereinafter called the "Board", and _____, hereinafter called the "Teacher":

1. That this individual contract is made pursuant to and subject to the terms and conditions of the Collective Agreement between the Alcona Education Association and the Board, and to the extent that the provisions of this contract and said Collective Agreement shall be controlling.

2. That said Teacher is employed and hereby agrees to teach in said school district as a teacher for the 19____ - 19____ school year which shall consist of no more than _____ contractual days.

3. That said Board shall pay said Teacher for teaching duties and for the listed extra duties (if any) as per the Collective Agreement:

(List each duty and amount paid for same)

	19____ 19____ Agreement	19____ 19____ Agreement
Teaching _____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
Total Compensation	\$ _____	_____

Said compensation to be paid in equal installments, the first payment to be made by the second Friday after teachers report for duty, with subsequent payments to be made bi-weekly.

4. That said Teacher is hereby retained on a probationary basis, as defined in the Michigan Teacher Tenure Act (Act No. 4 of the Public Acts of 1937, extra session, as amended).

IN WITNESS WHEREOF, the Board has caused this contract to be executed in duplicate by its Superintendent of Schools, and the Teacher has executed this contract this _____ day of _____ 19____.

Board of Education of the Alcona
Community Schools District

By _____
(Superintendent)

(Teacher)

ALCONA COMMUNITY SCHOOLS
 GRIEVANCE REPORT FORM
 Alcona Education Association M.E.A. N.E.A.
 Alcona Community Schools District

Grievance # _____ <p style="text-align: center;">GRIEVANCE REPORT</p> Submit to Principal in Duplicate	Distribution of Form 1. Superintendent 2. Principal 3. Association 4. Teacher								
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 25%;">Building</th> <th style="width: 25%;">Assignment</th> <th style="width: 30%;">Name of Grievant</th> <th style="width: 20%;">Date Filed</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	Building	Assignment	Name of Grievant	Date Filed					
Building	Assignment	Name of Grievant	Date Filed						
STEP I									
A. Date Cause of Grievance Occured _____									
B. 1. Statement of Grievance _____									
2. Relief Sought _____									
C. Disposition by Principal _____									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Signature</td> <td style="width: 30%; text-align: center;">Date</td> </tr> </table>		Signature	Date						
Signature	Date								
D. Position of Grievant and/or Association _____									
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 70%; text-align: center;">Signature</td> <td style="width: 30%; text-align: center;">Date</td> </tr> </table>		Signature	Date						
Signature	Date								
STEP II									
A. Date Received by Superintendent or Designee _____									
<div style="border: 1px solid black; padding: 5px; width: fit-content;"> If additional space is needed in reporting Sections B1 & 2 of STEP I, attach an additional sheet. </div>	(Note: Continued on next page.)								

B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

STEP IV: Other Legal Action:

A. Date Submitted _____

B. Disposition _____

Signature

Date

NOTE: All provisions of Article XIV of the 1969-71 Collective Agreement WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.