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MASTER AGREEMENT

ALCONA COMMUNITY SCHOOLS DISTRICT

and

ALCONA EDUCATION ASSOCIATION -

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

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OFFICE OF
PROFESSIONAL NEGOTIATIONS

Alcona Community Schools District

MEA
1216 Hendal
East Lansing, Mich.
48823

11/15/71- 8/31/72

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This Agreement entered into this 15th day of November, 1971, 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 shall furnish to the Association by the 2nd Friday of October Audit form B and a register of all certificated personnel (form A), salaries paid thereto and educational background.

ARTICLE III

BOARD RIGHTS CLAUSE

A. 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.

B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

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

\$25 per month shall be applied toward fringe benefits for each professional staff member covered under this Agreement beginning immediately upon ratification of this Agreement. 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, 1971, and ending August 31, 1972; 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 begin no earlier than 8:50 a. m. and students will be released no later than 3:35 p. m.

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

8:00 a. m. to 3:00 p. m.

High school students day shall be from 8:00 a.m. to 2:30 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. With approval of the immediate supervisor, times may be varied by request of individuals or building staffs that maintain the (7) hour time period.

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 fulfill the normal class day of that teacher.

D. Each 7 - 12 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. Such assignments shall be made on the basis of inverse seniority.

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 15 calendar days prior notice and 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, inverse seniority will be employed, and a continuing effort will be made to obtain a reassignment, which is agreeable to both parties.

ARTICLE VI - Teaching Loads and Assignment, continued.

H. Elementary

1. The elementary supervisor will work with head teachers and teachers to assign teachers' aides to building teacher priorities.

2. A substitute teacher shall be provided when the regularly scheduled physical education teacher is absent. When a substitute is unavailable, Schedule C shall determine the regular teacher's rate.

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
(3) Elementary school grades (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. Teaching positions held by specially certified or uncertified persons, and vacancies in any teaching or administrative position shall be publicized by the Board. The Board shall publicize the same by giving written notice of such positions and/or vacancies and qualifications, and provide a minimum of 6 copies to the Association president.

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. The Superintendent will furnish the necessary forms to said applicant.

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

Article VIII continued.

F. Reductions in Personnel and Annexation, Consolidation, or Other Reorganization of the District.

1. This Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.
2. In the event that this district shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
3. New teachers hired by the Alcona Community Schools shall be considered as probationary employees as prescribed by the Tenure Act.
4. Necessary reduction of personnel. The Board, realizing that education, curriculum and staff to a large degree depend upon the financial resources available to the Board of Education as provided by the public and the State of Michigan, and in accordance with this realization understand that in some instances it may be economically necessary to reduce the education program, curriculum and staff when funds are not available.
 - a. It is hereby recognized that it is within the discretion of the Board of Education to reduce the educational program and curriculum when economic necessity dictates.
 - b. In order to promote an orderly reduction in personnel when the educational program and curriculum is curtailed the following procedure will be used.
5. In the event that a reduction of personnel shall become necessary, the Board shall first retain those teachers possessing the most seniority.
 - a. Seniority is defined as the period of time of continuous service (including Board approved leaves of absence or layoff periods) from the date of reporting to work to the reduction date for certified and qualified teachers.
 - (1) Certified
 - (a) Michigan Provisional or Permanent Teaching Certificate applicable to grade level and teaching area.
 - (b) Exception: Certified teachers as defined in C.1.a (1) above who taught continuously under special certification in this district prior to obtaining provisional certification will be accorded 1/2 year of seniority experience for each 1 year of such teaching.

Article VIII, F. 5.a. continued.

- (2) Qualified
 - (a) Preschool through 6th grades: Certified as in C.1.a. above.
 - (b) 7th through 12th grades: Minimum of two-thirds (2/3) of North Central Association of Colleges and Secondary Schools "1970-71 Policies and Criteria for the Approval of Secondary Schools."
 - (3) Probationary teachers will be laid off first where any teacher who has acquired tenure and whose position has been curtailed is certified and qualified to perform the services of that probationary teacher.
 - (4) In the event probationary teachers have the same seniority standing, the teacher nearest to tenure shall be retained.
 - (5) In the event that a teacher separates from district employment, all seniority rights are terminated.
- b. The Board will issue a seniority list yearly within 90 days after teachers report for work. Teachers shall keep their certification and qualification records current through submission to the district office.

6. Recall

- a. Seniority teachers shall be recalled in inverse order of lay off for opening positions.
- b. A seniority recall list shall be maintained by the Board.
 - (1) It is understood that qualified and certified teachers may expand their qualifications as defined above in order to qualify for more openings.
 - (2) Changes on the seniority recall list will take effect immediately upon receipt of proof by the district office.
 - (3) A person's name shall be removed from the seniority recall list only by:
 - (a) Request of the individual in writing.
 - (b) Failure to notify the Board of a change of address within 30 days of the change.
 - (c) Rejection of a position for which the teacher is certified and qualified by failing to reply in writing within two weeks from notice of appointment by certified mail from the Board.

ARTICLE IX

LEAVE OF ABSENCE AND SICK LEAVE

A. Sick leave and personal business leave

1. Sick leave of 15 days per year, earned at the rate of 1½ 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 180 days. The computation of the teachers daily wage will be based on a school year of 200 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 thirty (30) 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 fifteen (15) days per year at the beginning of each year. Unused sick leave days are cumulative, but shall never exceed one hundred eighty (180) days. If the teacher leaves the Alcona Public School System at the conclusion of one (1) year, sick leave taken in excess of fifteen (15) days is to be deducted from the final pay check (s).

Article IX - Leave of Absence and Sick Leave (cont'd)

- a. "The parties agree that abuse of sick leave policy as above stated subject a teacher to disciplinary action."
- 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 1 member will be granted such leave during any one school year.

Pay during the leave period will be 1/2 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 the following reasons: marriage, death, serious illness 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 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 relates to probationary teachers.

D. Copies of evaluations that might be negative enough to result in separation of the teacher by the Board shall be filed with the Association within 5 school days of the completion of the evaluation. Within 5 school days of receipt of the adverse evaluation, the Association president or his representative will meet with the evaluator to explore the evaluation and define improvement criteria.

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. Time lost by a teacher in connection with such assault shall not be charged against the teacher.

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 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.

C. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiation or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. 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, and shall be in accord with the following procedures.

PROCEDURE FOR CONTRACT ISSUANCE

- A. Board issues contract to teacher with no salary stated. Contract should state that salary will be in agreement with the Master Contract as determined by education and experience. A verbal commitment may be made.
- B. Within two days a copy of the contract is sent to the Association along with the Boards proposed salary and history affecting salary placement.
- C. If the Association agrees with salary placement, they take no action.
- D. If no action is taken by the Association within one week, the Board can issue the contract with the proposed stipend stated.
- E. If the Association disputes the salary placement, it notifies the Board and the prospective teacher within one week after receiving the contract.
- F. If the contract is disputed, the Board and the Association shall meet to negotiate an agreeable salary. If, within two weeks after being received by the Association, an agreement has not been reached, a firm individual contract will be issued at the lower of the two disputed salary figures.
- G. The teacher, Association and the Board reserve the right to grieve the salary step placement if they do not agree with it after the above steps.

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 (grievant) believes there is a basis for a grievance, he shall first within 10 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 F, 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. Within five school days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition on 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 within five school days. 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 or its successor 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 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 current M.E.A. Code of Ethics.

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. 75 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. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they must call before seven o'clock (7:00) a.m. to report unavailability to work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher, providing one is available. It shall be the responsibility of the unavailable teacher to have lesson plans, and other helpful material available to the substitute.

H. Representatives of the Board and the Association's bargaining committee will meet on a mutually agreed day of each month for the purpose of reviewing problems that may arise.

I. This Agreement shall be effective as of November 15, 1971, and shall continue in effect until the 31st day of August, 1972. 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 _____, 1972

SCHEDULE A

ALCONA COMMUNITY SCHOOLS

TEACHER SALARY SCHEDULE

11/15/71 To 8/31/72

Experience Years	A	B	C
	<u>B.A.</u>	<u>E.A. + 15</u>	<u>M.A. or Approved B. A. + 35</u>
0	7,350	7,681	8,026
1	7,681	8,026	8,388
2	8,026	8,388	8,765
3	8,388	8,765	9,159
4	8,765	9,159	9,572
5	9,159	9,572	10,002
6	9,572	10,002	10,452
7	10,002	10,452	10,923
8	10,452	10,923	11,414
9		11,414	11,928
10			12,465

Note: The above salaries are stated in full year terms, however, it is expressly understood by the parties that this Salary Schedule pertains only to the 149 days inclusive and subsequent to November 15, 1971. Actual pay during the Agreement period shall be computed by dividing the appropriate rate by 200 days and multiplying that quotient by 149 days.

SCHEDULE A - Continued

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. Outside experience to mean years of experience with a minimum of provisional certification. In-district experience shall be counted as outside experience once a teacher is separated by other than continuous layoff or Board authorized leave of absence as per ARTICLE IX of this agreement.
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. Acceptable teaching experience to mean a teacher having a minimum of provisional certification.
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.
6. The Superintendent of Schools or his designated representative 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 High School Principal and Elementary Supervisor, and it shall serve in advisory and mediation capacity when necessary.
7. As of the ratification date of this Agreement, no credit shall be given for years taught with special certifications to new teachers.
8. All teachers as defined by Article I, Section A, shall be on this schedule.
9. Present staff members shall be allowed to progress only one year for experience on this salary schedule.
10. 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

1971-72 CALENDAR

SCHEDULE B

Fri.	Sept.	3,1971	Teachers Report High School Cafet. 9:00 a.m.
Mon.		6	Labor Day
Tues.		7	Students Register - Full Day
Fri.	Oct.	15	End Marking Period #1
Wed.	Nov.	10	K - 12 Parent - Teacher Conference
Mon.		15	Hunting Day - No School
Tues.		16	Hunting Day - No School
Wed.		24	Begin Thanksgiving Recess - End of Day
Mon.		29	School Reconvenes
Fri.	Dec.	3	End Marking Period #2
Tues.		21	Begin Christmas Recess - End of Day
Mon.	Jan.	3, 1972	School Reconvenes
Thurs.		27	End 1st Semester
Fri.		28	7-12 Teachers' Record Day K-6 Regular Classes
Wed.	Mar.	8	K-6 Parent - Teacher Conferences 7-12 Regular Classes
Fri.		10	End Marking Period #4
Wed.		29	Begin Easter Recess - End of Day
Tues.	Apr.	4	School Reconvenes
Fri.		21	End Marking Period #5
Mon.	May	29	Memorial Day Holiday
Thurs.	June	8	End 2nd Semester
Fri.		9	Teacher Record Day

SCHEDULE C

SCHEDULE OF PAY FOR EXTRA CURRICULAR DUTIES

(% figures are of steps 0 through 5 for years of specific activity experience on SCHEDULE A, B.A. column.)

A. Athletics	
1. Director	10%
2. Head football	9%
3. Assistant head football	6%
4. Junior varsity football	6%
5. Head basketball	9%
6. Junior varsity basketball	6%
7. Baseball	4%
8. Track	4%
9. Cheerleader director	5%
10. Girls athletics (G.A.A., Basketball, Track)	9%
11. Junior high & freshman basketball	\$100
12. Spectator bus supervision	\$ 10
100 miles away or more	\$ 15

(Note: All staff involved in coaching of athletics are directly responsible to the athletic director.)

B. Band Director	4%
C. Yearbook advisor	3.5%
D. Book store	3.5%

E. Grade sponsors

1. Senior	2%
2. Junior	2%
3. Sophomore	0.75%
4. Freshman	0.75%
5. Junior high	1.5%

F. Department heads (7-12)

1. Mathematics	1%
2. Language	1%
3. Science	1%
4. Social Studies	1%
5. Career Education	1%
6. Fine Arts	1%
7. Driver Education	1%

(Note: B-F directly responsible to principal.)

G. K-6 Elementary curriculum committee chairman 1%

H. All teachers teaching the equivalent of a regular class period outside the regular school day shall be paid at the rate of \$6.00 per hour to include preparation time. 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.

SCHEDULE D

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

1. Teachers shall not be evaluated in a subject area outside of their Major or minor field of study.

Probationary Teachers

1. Probationary teachers shall be evaluated by observation a minimum of three times during the school year utilizing Page 4. 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 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. Professional Qualities

- 1. Cooperates with parents
- 2. Accepts responsibility
- 3. Dependable
- 4. Courteous & considerate of others

1	2

Code of Self Appraisal to be used in Column 1

- 1 - One of my strongest characteristics
- 2 - Satisfactory characteristic
- 3 - One of my weakest characteristics (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

SCHEDULE D

RECOMMENDATIONS OR COMMENTS

VISITATIONS

(Teacher - Date)

(Administration - Date)

I have read and discussed this report with my immediate supervisor as attested to by our joint dated signatures.

At the time of this report, it is the opinion of this evaluator that no formal evaluation of the teacher is necessary this school year. _____ has displayed effectiveness as a teacher under my supervision for _____ years. All criteria aforementioned have been met with a coded rating of 1 or 2 as per page 2 of this schedule.

Signature

Title

Date

I have received a copy of this evaluation.

Teacher

Date

SCHEDULE E

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

(Teacher)

By _____
(Superintendent)

SCHEDULE E

Previous Tenure

ALCONA COMMUNITY SCHOOLS DISTRICT
Lincoln, Michigan 48742

1st year

2nd year

CONTRACT OF EMPLOYMENT
(Probationary - Teacher)

3rd year

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 School District

(Teacher)

By _____
(Superintendent)

ALCONA COMMUNITY SCHOOLS
 G R I E V A N C E R E P O R T F O R M
 Alcona Education Association M.E.A. N.E.A.
 Alcona Community Schools District

Grievance # _____		Distribution of Form	
GRIEVANCE REPORT		1. Superintendent	
Submit to Principal in Duplicate		2. Principal	
		3. Association	
		4. Teacher	
Building	Assignment	Name of Grievant	Date Filed
STEP I			
A. Date Cause of Grievance Occured _____			
B. 1. Statement of Grievance _____			
2. Relief Sought _____			
		_____ Signature	_____ Date
C. Disposition by Principal _____			
		_____ Signature of Principal	_____ Date
D. Position of Grievant and/or Association _____			
		_____ 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 1971-72 Collective Agreement WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.