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AGREEMENT

BETWEEN

THE ALPENA BOARD OF EDUCATION

Alpena, Michigan

LABOR AND INDUSTRIAL
RELATIONS LIBRARY

AND

Michigan State University

THE ALPENA PUBLIC SCHOOL TEACHERS

*Alpena Board of Education
(and Alpena Public Schools)*

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A G R E E M E N T

BETWEEN

THE ALPENA BOARD OF EDUCATION

Alpena, Michigan

AND

THE ALPENA PUBLIC SCHOOL TEACHERS



June 15, 1966

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AGREEMENT

THIS AGREEMENT, entered into this _____

day of _____ A.D., 1966,
by and between the BOARD OF EDUCATION OF
ALPENA AND PRESQUE ISLE COUNTIES, MICHIGAN,
hereinafter called the "Board", and the ALPENA
SEGMENT OF THE ALPENA-ALCONA EDUCATION
ASSOCIATION, hereinafter called the "Association".

PREAMBLE

WHEREAS The Board and the Association recognize and declare that providing a quality education for all the youth served by the Alpena Public School District is their mutual aim, and

WHEREAS It is in the interests of both parties to promote the best educational opportunity possible for all pupils consistent with community expectations, school community relations, and the resources of the community, and

WHEREAS The Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965 to bargain with respect to rates of pay, wages, hours of employment or other conditions of employment, and

WHEREAS The Board and the Association are mutually committed to the necessity of equal educational opportunity for all pupils of the Alpena Public School District with no exclusion from any program on the basis of race, religion, creed, social or economic status, and

WHEREAS The Association has been duly selected by a majority of teachers as the exclusive representative of teachers for purposes of dealing with the Board on matters of teacher concern, and

WHEREAS The grievance procedure affords the sole and exclusive remedy for complaints and grievances

under the Agreement, and the sole method of expression or communication of a view, grievance, complaint or opinion on any matter related to the conditions or compensation of public employment or their betterment, and the Board shall not consider grievance complaints of teachers in any other manner, and

WHEREAS The parties, following extended and deliberate professional negotiations, have reached certain understandings concerning salaries and teaching conditions, and

WHEREAS The parties desire to incorporate such agreements and certain other matters into a formal contract, and believe that such action is in the best interests of community, children, school system, and teachers;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. RECOGNITION CLAUSE:

The Board recognizes the Association as the sole and exclusive bargaining representative for all professionally certified elementary and secondary teachers and community college instructors, including special education teachers, librarians and counselors, excluding administrators. The Board, or its designated representatives, will meet with the representatives of the Association for the purpose of bargaining collectively in respect to wages, hours and other terms and conditions of employment.

II. GRIEVANCE PROCEDURE:

A. Definitions:

1. A "grievance" is a complaint based upon apparent wrongs or inequities involving the interpretation and application of the provisions of this Agreement.

2. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this Agreement.

3. The term "days" shall mean days school is in session.

B. Purpose:

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

C. Structure:

1. There shall be one Association Representative assigned to each school to be selected in a manner determined by the Association.

2. The Association shall establish a Professional Committee of nine (9) to twelve (12) members which shall be broadly representative and which shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the Professional Committee is a party in interest to any grievance, he shall disqualify himself and a temporary substitute shall be named by the Association.

D. Procedure:

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

1. Step One

A teacher with a problem shall discuss it with his immediate supervisor or principal: (a) individually or (b) together with his Association Representative, with the objective of resolving the matter informally.

2. Step 2

In the event the matter is not resolved informally, the problem, stated in writing, may be lodged with or submitted as a grievance to the principal of the school in which the grievance arises within a reasonable time following the act or condition which is the basis of the grievance.

(a) A grievance may be lodged and thereafter discussed with the principal:

- (1) by a teacher accompanied by an Association Representative;
- (2) through an Association Representative if the teacher so requests;
- (3) by an Association Representative in the name of the Association.

(b) The written grievance(s) should be specific. They should name and be signed by the employee(s) involved. They should contain a statement of the facts upon which the grievance(s) is/are based, with respect to wages, hours, and other terms and conditions of employment, and should state the remedy requested.

(c) Within ten (10) school days after receiving the grievance, the principal shall state his decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the teacher(s) and two (2) copies to the Professional Committee.

3. Step Three

In the event that the aggrieved person is not satisfied within five (5) days of receipt of the decision, the Professional Committee shall decide whether or not there is a legitimate grievance. If the Professional Committee decides that no grievance exists, and so notifies the claimant, the teacher may continue to process his claim without Association support. If the Professional Committee decides there is a legitimate grievance, it shall imme-

diately process the claim with the superintendent of schools. Within ten (10) days from receipt of the grievance, the superintendent shall render a decision as to the solution.

4. Step Four

In the event the aggrieved person is not satisfied with the disposition of his grievance at Step Three, or if no decision has been rendered within ten (10) days from date of receipt of grievance by the superintendent of schools, he may refer the grievance through the Professional Committee, to the Board of Education. Within ten (10) days from receipt of the written referral by the Board, the Board shall meet with the Professional Committee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within ten (10) days.

5. Step Five

In the event the grievance is not satisfactorily resolved at Step Four, or if no decision is reached within the ten (10) day period, the grievance shall immediately be transmitted to the State Labor Mediation Board.

E. Rights to Representation:

When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance process.

F. Miscellaneous:

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

2. No reprisals shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

3. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the participants.

III. PROFESSIONAL SALARY:

A. The purpose of the salary schedule is to secure and retain quality teaching staff, to encourage improvement of teachers while in service, to give credit for training and experience, and to stimulate the continuous growth of all teachers. It further provides a definite basis for determining budget requirements.

B. Salaries shall be paid in twenty-six (26) equal payments every other Friday. Substitute teachers will be paid on the first of each month only. Salary checks will be withheld until the requirements concerning professional staff records and reports have been met. Deadlines on these records and reports occur twice a year—once at the beginning of the school term and once at the conclusion of the school year.

C. Non-degree 1966-1967 Teacher Salary Schedule:

<u>Step</u>	<u>B</u> <u>-60 hr.</u>	<u>C</u> <u>60-74</u>	<u>D</u> <u>75-89</u>	<u>E</u> <u>90-104</u>	<u>F</u> <u>105+</u>
1	\$2,800	\$3,100	\$3,400	\$3,700	\$4,000
2	3,000	3,300	3,600	3,900	4,200
3	3,200	3,500	3,800	4,100	4,400
4	3,400	3,700	4,000	4,300	4,600
5	3,600	3,900	4,200	4,500	4,800
6	3,800	4,100	4,400	4,700	5,000
7	4,000	4,300	4,600	4,900	5,200

1. Non-degree teachers and/or teachers who hold Life Certificates receive One Hundred Dollars (\$100.00) per year after reaching the maximum on the salary schedule provided they earn six (6) hours each year.

2. Upon reaching the seventh (7th) step in each of the five (5) non-degree categories, the teacher will have reached the maximum allowed. When the required number of hours are earned which enables the staff member to move into the degreed category, he shall be placed at the sixth (6th) step.

D. Degreed 1966-1967 Teacher Salary Schedule —

Effective Date August 30, 1966:

Step	BA/BS	BA/BS	MA/MS	MA/MS
		+ 15 hrs.		+ 30 points*
1	\$5,300	(Tenure)	\$5,700	(Tenure)
2	5,512		5,928	
3	5,724		6,156	
4	5,936	\$6,048	6,384	\$6,720
5	6,174.50	6,264	6,612	6,960
6	6,413	6,507	6,868.50	7,230
7	6,651.50	6,750	7,125	7,500
8	6,916.50	6,993	7,381.50	7,770
9	7,181.50	7,236	7,638	8,040
10		7,506	7,923	8,340
11		7,776	8,208	8,640
12		8,046	8,493	8,940
13		8,316	8,778	9,240
14				9,540

*Consideration is being given to modifying the balance of the salary schedule to allow teachers to use criteria other than college credit in the 1967-1968 contract year.

E. In order that each teacher may be correctly located on the new salary schedule, staff members must provide evidence of the hours they have earned past their BA/BS and MA/MS degrees. When this data has been provided, a new contract reflecting the change in status will be issued.

1. An up-to-date transcript of credits showing total number of hours earned from each institution attended is required. Thereafter it will only be necessary to present a credit slip which will be photostated and attached to the transcript of credit.

2. Payment for credits earned toward placement on the salary schedule will be retroactive thirty (30) days from receipt of transcript.

3. A grandfather clause shall be included on the 1966-67 salary schedule whereby a Permanent Certificate and/or a Life Certificate with a BA/BS degree is for a two (2) year period, ending 1 September 1968, equivalent to ten (10) semester hours. The next five (5) toward the total of fifteen (15) hours of the BA+15 scale must be graduate credit. In the 1967-1968 school year a staff member holding a Permanent or a Life Certificate who has not earned five (5) additional hours of graduate credit will be frozen at the final step on the BA/BS scale.

4. To qualify for compensation under this schedule, it is required that such training be directly related to the instruction program.

5. A form has been developed establishing the procedure for evaluation of criteria for placement on the MA/MS + 30 points category, as follows:

Points	Area
1	Each semester hour of graduate credit. To qualify, credit should be directly related to the instructional program.
1	Each semester hour of undergraduate credit (maximum 5 hours). To qualify, credit should be directly related to the instructional program.
1	Major committee. A committee which would meet for the entire school year at regular intervals, e.g., Curriculum Committee, Personnel Policies.
1/3	Minor committee or sectional chairman of a professional meeting. Would meet for a specified duration or purpose, e.g., special building committee, American Education Week committee, Michigan Week committee, building press representative, local reading council.

- 1 Educational Travel.
Prior approval by the building principal.
- 1 Organization Officer who spends a major portion of time in a position of educational leadership. (Member of Executive Committees.)
- 1 Work experience appropriate to teaching field. Prior approval by the building principal.
- 1/3 Membership in an organization in subject field of the teacher. (Credit not to exceed one organization.)
- 1/3 Community service (nonpaid) maximum 1 point. To be evaluated by evaluation committee, e.g., United Fund, March of Dimes, Civic Theater, Civic Orchestra, Besser Chorus, Choral Society.
- 1/3 Publications in a professional magazine.
- 1 Research — prior approval.
- 2/3 Senior or Junior Class Sponsor.
- 1/3 Sophomore or Freshman Class Sponsor.
- 1/3 Commencement, Vespers, and Class Night.
- 1 Club Sponsor.
- 1/3 Chairman of Mother's Night and Style Show; Science Fair; Book Fair; Art Show.
- 1/3 Critic teacher — per student teacher.
- 1/3 to 1 point to be given for Miscellaneous**—as designated by the evaluation committee.

No more than ten (10) points may be counted other than academic credit toward the MA+30 step of the salary schedule.

Points will be evaluated prior to September 30 and February 28 of each school year by a committee made up of the superintendent (or his representative), the building principal, the Association's building representative, and a member of the Professional Problems Committee. Credit for points other than graduate hours will be allowed retroactive to September 1, 1965.

F. Credit shall be given for full-time military service or teaching experience up to a combined maximum of five (5) years.

G. Advanced Training:

Teachers who earn at least four (4) semester hours or six (6) term hours of graduate credit from an accredited institution will be given expense money amounting to forty dollars (\$40.00) per school year with prior written consent from the building principal. The evidence of work accomplished will be passed upon by the Superintendent of Schools. Payment will be made upon receipt of evidence of the completion of the course. In order for training to qualify for compensation under this schedule, it is required that such training be directly related to the instructional program. Payment will be made in May to all staff members who are in the employ of the school system at that time.

H. Special Job Classification:

It is not intended that teachers under temporary appointment shall necessarily receive the full benefit of this salary schedule for special job classifications. In this manner the pay rate of a lay person teaching a community school course, a professional teacher who would teach a non-credit course, a professional teacher who would teach a high school credit course, and one teaching a summer school course can be readily discovered. This section is subject in all respects to the laws of the State of Michigan and the Federal Government.

Classification I : \$3.00

Professional staff members who help supervise community school activities and lay people who teach non-credit or community school courses.

Classification II : \$3.50

Professional staff members who teach non-credit courses, community school courses, or tutor home-bound pupils.

Classification III : \$4.00

Full-time technical education or vocational instructors who are certified but do not have a degree.

Classification IV : \$5.00

Part-time technical education or vocational instructors who are certified but do not have a degree.

Classification V : Proration of Salary

All professional staff members who teach high school credit courses, college credit courses, or summer remedial or enrichment courses shall receive an eighty per cent (80%) prorated share of their existent teaching salary. This shall be determined by the amount of additional teaching load, based upon a fifteen-hour (15) college and twenty-five-hour (25) high school and elementary standard. This salary will be established upon a forty (40) hour week school year.

Classification VI. :

For negotiated agreements with business, industry, or other agencies, for payment of teacher services. Where research is needed to develop a whole new instructional program, the rate of Five Dollars (\$5.00) per clock hour will apply for each hour for study and research as may be allowed.

I. Paid Extracurricular Duties 1966-1967 Schedule:

1. Teachers carrying a full teaching load shall receive extra pay for the assignments listed herein. Teachers receiving such extra pay are also expected to perform their share of the extracurricular duties for which no pay is given.

2. The extra pay is to be based on the step of the salary schedule corresponding to the number of years of experience the individual has in that specific duty.

3. For the 1966-1967 school year the actual increase shall not exceed sixty per cent (60%) of the scheduled increase over the present extra pay received during the 1965-1966 school year.

Percentages Paid for Extracurricular Duties

- 11% College Basketball Head Varsity Coach
- 10% High School Athletic Director
High School Football Head Varsity Coach
High School Basketball Head Varsity Coach
High School Instrumental Music Director
- 8% College Baseball Head Varsity Coach
- 7% High School Football First Assistant Coach
High School Football Trainer
High School Basketball First Assistant Coach
College Basketball Assistant Coach
High School Track Head Varsity Coach
High School Baseball Head Varsity Coach
High School Wrestling Head Varsity Coach
High School Boys Gymnastics Varsity Coach
High School Girls Gymnastics Varsity Coach
- 6% High School Vocal Director
Junior High School Instrumental Directors
- 5% High School Football Assistant Coach
High School Basketball Freshman Coach
High School Basketball Freshman Assistant Coach
College Track Varsity Coach
High School Tennis Head Varsity Coach

- College Tennis Head Varsity Coach
- High School Golf Head Varsity Coach
- College Golf Head Varsity Coach
- High School Cross Country
- High School Cross Country Head Varsity Coach
- College Cross Country Head Varsity Coach
- High School Debate
- College Debate
- High School Anamakee
- 4.5% Junior High Football Coaches
- Junior High Basketball Coach
- 4% High School Track Assistant Coaches
- High School Baseball Assistant Coaches
- High School Wrestling Assistant Coaches
- Junior High Vocal Director
- College Vocal Director
- 3.5% College Drama Director
- High School Forensics
- High School Drama
- 3% Junior High School Football Coordinator
- Junior High School Basketball Coordinator
- High School and College Cheerleader Coach
- High School Boys Swimming Coach
- High School Girls Swimming Coach

To the staff members who are presently assigned duties involving care and repair of instructional equipment after school hours shall be added three (3) members (one member each at the high school, the college, and the junior high school staff in the science areas). The compensation for this responsibility shall remain at Two Hundred Fifty Dollars (\$250.00) per year. Department Heads assigned by the Superintendent of Schools shall receive extra pay of Three Hundred Dollars (\$300.00) per year.

Elementary music teachers will receive extra pay of \$300.00 per year.

Teachers who chaperon at specific assigned responsibilities in connection with activities conducted after school hours, which are sponsored by the school but are not directly related to the instructional program, will be paid a total of Ten Dollars (\$10.00) per event. The funds for payment of this activity will not be paid by the Board, but must be absorbed by the supporting group or agency.

J. Tutoring:

1. Teachers desiring to make their services available as tutors should place their names with the Assistant Superintendent in Charge of Elementary Curriculum. From the names of these teachers, lists of available tutors will be compiled.

When a parent desires tutoring services he should be instructed to contact the Assistant Superintendent in Charge of Elementary Curriculum.

2. Under no circumstances shall a regular classroom teacher assume a paid tutoring responsibility for a pupil regularly enrolled in his own classroom.

3. Although the need for tutoring is usually the outcome of a conference in which the parents, teacher and principal are involved, the responsibility of obtaining a tutor is the obligation of the parents.

4. Recommended salaries for tutoring will be determined according to Classification II, Special Job Classification Scale.

IV. CONDITIONS OF EMPLOYMENT:

A. Health Examinations:

1. The Board of Education reserves the right to request examinations upon written request. When a special examination is requested by the Board of Education, the expense will be paid by the Board.

2. The Board of Education provides the medical form to be used for the examination.

B. Classroom Teacher-Pupil Ratio:

1. The Superintendent of School's recommendation for limits on teacher-pupil ratio shall consist of the best professional knowledge as to desirable teacher-pupil ratio, tempered by the willingness of district residents to provide sufficient staff for such loads. The desired maximum for teaching ratio at any level shall be consistent with the philosophy of the school system, which states that it is the objective of the schools to provide opportunities and experiences for each individual to develop within the limits of his capacity.

2. As a guide, the teacher-pupil ratio must be in close accord with the following figures:*

Elementary	— 27 : 1
Junior High School	— 28 : 1
Senior High School	— 28 : 1
College	— dependent upon schedule

*Modern educational theory allows for both large and small group instruction.

C. Teacher Work Schedule:

1. The variance in the time required to accomplish teaching assignments in the Alpena Public School District requires that the **Association, through** negotiation with the Board, shall determine teacher work schedules.

2. All special teachers with the exception of speech correctionists and instrumental music teachers are to observe the same work schedule as classroom teachers during the closing weeks of school. Classes are to be met on a regularly scheduled basis through Wednesday of the final week.

3. The regular work schedule on a ten-month basis shall be in accordance with the Alpena Public School Calendar which is included in the Master Contract.

4. There will be a two (2) year transition period for the purpose of eliminating all sixth period teaching assignments in the Alpena High School. The sixth period is to be used exclusively as a conference and preparation period. Deviation may occur where there is mutual consent for experimental programs or where other temporary conditions require it.

5. The college instructors shall meet with classes as per schedule, based on a normal load of fourteen (14) to seventeen (17) hours. The college faculty teaching load will be determined by the following considerations:

(a) Remuneration for overload shall be provided when a teacher who has been assigned a normal class load is given an additional course of three (3) or more hours or equated lab sections which are the equivalent of three (3) or more class hours when he remains within the normal load range. Full credit shall be given for the additional course(s).

(b) All laboratories will be equated on a .7 to 1 basis, with lecture and recitation hours, when determining normal teaching load. It is the desire of the Negotiation Committees that the size of the laboratories be developed to an acceptable capacity of the facility available.

(c) A normal load of twelve (12) hours for English Composition is established where the instructor teaches only English Composition. Where it is combined with other courses, such as English Literature, the normal load would apply.

(d) Consideration will be given to allocation of credit toward total load for sponsorship of a major independent study project.

(e) Compensation will be provided for evening and Saturday classes, and consideration will be given to allotting extra credit toward teaching load for these classes in addition to the present reduced load policy.

D. Assignment and Placement:

1. "Placement" herein refers to the administrative unit in which the teacher will perform a specific assignment.

2. The principles governing assignment and placement should include the following:

(a) Teachers shall receive notification of their assignment for the coming school year prior to the closing of the preceding school year. The Superintendent of Schools reserves the right to assign staff as required; however, teacher wishes shall be considered insofar as possible.

(b) Placement and assignment are made with primary concern for the needs of students within the framework of the experience, background and interests of the teacher.

(c) Probationary teachers will be placed and assigned in situations where they will have an opportunity to become successful teachers.

(d) Teachers will not without good reason and consent be assigned teaching responsibilities outside their field of preparation. If this condition becomes temporarily necessary, however, the teacher will be evaluated only on the basis of his major or minor field of teaching.

(e) Assignment of extracurricular duties is the responsibility of the building principal and shall be carried out with careful consideration being given to the teacher-pupil ratio and the experience, interests, and abilities of the individual.

(f) The Superintendent of Schools has the authority to hire staff from outside the system as required.

3. Each building principal will assign qualified teacher helpers to all teachers new to the building. The principle responsibility of the teacher helpers will be to assist the teacher in the following ways:

(a) Go over the school's policy handbook with the probationary teacher and explain what is expected in this school system in such areas as reports, grading, discipline, prompt attendance, assuming homeroom responsibilities, etc.

(b) Indicate the expected personal standards for the profession in this community.

(c) Help familiarize the probationary teacher with his system handbooks so that he understands their contents including philosophy and suggestions.

(d) Explain to the teacher the manner and extent to which he is expected to develop his teacher plan book and lesson plans.

(e) Discuss the appraisal form and answer questions about the appraisal procedure.

E. Promotion:

1. Administrative:

(a) It shall be the policy of the Board to fill each administrative vacancy with the candidate who by reason of training, experience and personal qualities has the best qualifications for the position;

(b) A separate administrative vacancy listing, noting official openings, shall be posted on the office bulletin board at those times as such listings are forwarded to the college and university placement offices;

(c) Teachers within the system will be given preference when all the qualifications of local and outside applicants are determined to be equal by the Superintendent of Schools;

(d) All candidates shall be screened by a committee consisting of the Superintendent of Schools and his designated representatives;

(e) The Superintendent of Schools shall select one person for each position and recommend that person for approval by the Board;

(f) The Board may reject one or several nominations by the Superintendent of Schools but it may employ an administrator only on the recommendation of the Superintendent of Schools;

2. Building Level Administrator and Department Head:

(a) It shall be the policy of the Board to fill each department head vacancy with the candidate who by reason of training, experience and personal qualities has the best qualifications for the position;

(b) The Board, as a general policy, shall attempt to make promotions from within the department, upon the recommendations of the Superintendent of Schools;

(c) Administrative vacancy listings shall be posted so that all qualified employees may have an opportunity to file an application for the positions;

(d) All candidates shall be screened by the principal, in cooperation with a screening committee consisting of the Superintendent of Schools and his designated representative;

(e) The Superintendent of Schools shall nominate one person for each position and recommend that person for approval by the Board of Education;

(f) The Board may reject one or several nominations made by the Superintendent of Schools, but may employ a building level administrator or department head only on the recommendation of the Superintendent of Schools.

F. Transfers:

1. Any certified employee within the system, who has the qualifications called for by a position, may apply.

2. Transfers and reassignments of staff members may be initiated by the administration in order to further the best interests of the total educational system.

3. Procedures to be followed in securing a transfer:

(a) By request of the staff member:

(1) A staff member desiring a transfer shall submit a written request clearly stating his reasons for desiring the transfer to his building principal. The principal shall forward the request to the Superintendent. (An exception to this procedure is the use of "Intention Slips" which are completed every January.)

(2) The teacher may arrange a conference between himself and the Superintendent of Schools.

(3) The Superintendent of Schools may consult with both the receiving and the present building principal of the staff member desiring the transfer.

(4) The personnel office will then make the necessary arrangements for a personal interview between the teacher and the prospective receiving principal.

(5) The prospective transferee need not forward his credentials to the prospective receiving principal. (See 4(b) below.)

(6) Teachers within the system will be given preference when all the qualifications of the local and outside applicants are determined equal by the Superintendent of Schools.

(7) The staff member desiring the transfer shall be advised in writing by the Superintendent as to the decision made on his behalf.

(b) The receiving principal shall effect the initial signing of the transfer form and transmit it to the next person involved.

(c) By request of the building principal or other administrative personnel:

(1) A principal may initiate a request for the transfer of a staff member. The transfer must first be discussed with the individual concerned before action can be taken.

(2) The procedure for principal-initiated transfer is substantially the same as for teacher-initiated transfer.

4. General principles and considerations in regard to transfers:

(a) Any staff member desiring a transfer shall make himself aware of the qualifications of the position for which he is applying.

(b) The prospective receiving principal shall avail himself of the credentials of the staff member requesting a transfer.

(c) All transfers must be logical and reasonable in view of the employee's training and experience. The welfare of the entire educational system, and particularly the needs of the students, take precedence over the individual problems or interests of hopeful transferees.

(d) A professional staff member shall be given the opportunity to discuss his proposed transfer with the Superintendent of Schools.

(e) The Superintendent of Schools' decision shall be final in all transfer cases.

(f) A separate teacher vacancy listing, noting official openings, shall be posted on the office bulletin board at those times as such listings are forwarded to the college and university placement offices.

G. Tenure for Community College Faculty:

The Board will provide tenure to Alpena Community College Faculty, including instructors, librarians, and counselors, as described in the State of Michigan Tenure Act of 1964. A Local Board of Appeals will be established to hear cases appealed by dismissed tenure teachers. The Board of Appeals will be composed of three (3) members, one each from the Superintendent's staff, Alpena Community College Faculty, and Association Professional Committee.

H. Departmental Organizations:

1. Active membership in departmental organizations is strongly encouraged for all staff members.

2. Teachers are encouraged to participate and hold office in departmental and professional organizations and conferences.

To regulate attendance at departmental meetings, which take place during school hours, the following procedures shall be used:

(a) Written request shall be submitted to the building principal for approval and forwarded to the Superintendent. The Superintendent, at his discretion, shall have the authority to grant such requests without loss of pay, with loss of pay equivalent to wages paid a substitute teacher, or with full loss of pay.

(b) Definite understanding concerning the nature and conditions of the absence must be determined before the staff member leaves to attend such meetings.

(c) If authorized, transportation, lodging and registration expenses may be paid in accordance with the adopted travel reimbursement policy, if said teacher is not otherwise reimbursed.

3. In considering whether to grant permission for a teacher to attend a departmental meeting which will result in the teacher's absence from the classroom, the Superintendent of Schools shall take the following factors into account:

- (a) the benefit which would result to the teacher;
- (b) the benefit which would result to the school system;
- (c) prior teacher concern with this aspect of teaching.

4. When one teacher is selected to represent a number of teachers who could benefit by this experience, the teacher selected would be expected to report back to the larger group.

I. Noon-Hour Supervision:

All teachers shall be given duty-free lunch period of at least thirty (30) minutes except in emergency situations, e.g., tornado warnings, fires, serious accidents, etc. Where teachers do not have access to full cafeteria service, the time limits for duty-free lunch shall be extended at the discretion of the Superintendent. Staff members shall be expected to be on duty at least five (5) minutes prior to the return of their pupils.

J. Absences and Leaves:

1. Institute Days:

Attendance at the regional conference which is recognized by the state is considered as days taught by the teacher. If for any reason the teacher finds it

impossible to attend institute programs, it is the responsibility of the teacher to report that fact to his principal. All provisions of the absence and leave policies apply to institute days. If absence occurs for other than the reasons covered by the above absence policy, loss of pay will result.

2. Emergency Illness Absence Days:

Teachers required to be absent because of an emergency illness of a member of the immediate family may draw their regular salary, not to exceed four (4) days in any one year. The emergency illness absence days shall be deducted from sick leave days.

The term "immediate family" shall be defined to include spouse, children, father, mother, sister, brother, grandparents, father-in-law, mother-in-law, sister-in-law, and brother-in-law of the teacher. Additions may be included at the discretion of the Superintendent of Schools.

3. Bereavement Absence:

Teachers absent from duty because of the death of a member of the immediate family, or a relative with whom they may at that time be living, may draw a regular salary not to exceed five (5) days. These days are independent of sick leave days and are non-cumulative. In special instances of close relationship or special obligations, teachers may be released at the discretion of the Superintendent.

4. Maternity Leave:

A teacher may be granted a maternity leave of absence without pay.

(a) A teacher shall request a leave of absence as soon as possible but no later than the third month of pregnancy. In the event that this occurs during the year, the leave shall become effective at the end of the sixth month. The teacher may be allowed to teach longer at the discretion of the Superintendent.

(b) A teacher shall have the privilege of returning to her teaching duties from a maternity leave ninety (90) days following the birth of the child, upon presentation of a formal request to the Superintendent.

(c) A member of the teaching staff returning from a maternity leave may expect to be assigned to the same position or to one for which she is qualified. Should there be no such vacancy existing at the time of the indicated return to service, she will be offered the next open position for which she is qualified.

(d) Policies regarding maternity leave shall be applicable to the substitute teachers also.

(e) Pregnancy shall not be considered as sick leave within the interpretation of sick leave policy.

5. Adoptive Leave:

A one year's leave of absence will be granted without pay if requested by the foster mother within thirty (30) days after the child is assigned to her. This leave will be granted for a period not to exceed one year, plus any unfinished year. A letter of intent to return must be on file in the office of the Superintendent six months prior to the opening date of school.

6. Military Leave:

Military leave may be granted by the Superintendent of Schools as provided by law.

7. Personal Business Leave:

If the teacher finds need to take leave of his duties for personal business he shall be granted a leave of one (1) day per year with pay. Additional days may be taken at the teacher's own expense on the approval of the Superintendent. Requests for

approval of personal business leave must be made through the teacher's building principal at least twenty-four (24) hours in advance.

8. Sabbatical Leave:

Sabbatical leave may be considered for one or two semesters without pay after six (6) consecutive years of teaching in either annexed school districts or the Alpena Public Schools, to full-time professional personnel who are employed by the Board

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

(b) Such teacher shall retain tenure, sick leave benefits and salary schedule status, and shall be assured his original position or a vacant position within the area of his interests, abilities, and training when he returns.

(c) Upon return from sabbatical leave the teacher shall be given credit on the salary schedule for an additional year of experience.

(d) The Board of Education may reserve the right to limit the number of sabbatical leaves granted in any one year to three per cent (3%) of the total staff — not to exceed two (2) teachers per educational unit.

(e) Applicants for sabbatical leave are asked to submit a written application which should state how the applicant hopes the leave will improve himself and his teaching. This should be filed with the building principal as soon as possible in the school year and not later than five (5) months before the effective date of the leave. The five (5) months provision is waived for the 1965-1966 school year.

9. Exchange Leave:

Teachers may be granted one year's leave of absence with pay to teach in a foreign country, provided that such country agrees to furnish a teacher of like rank or school level to fulfill the duties of the teacher who is on leave. Such leave does not affect the retirement rights or any other rights of the teacher granted by the district for the period of service or leave. This exchange is subject to the approval of the Board of Education.

10. Visitation Day Leave:

The Board of Education shall grant one observation day per year upon the request of the teacher and the building principal. These days are not cumulative. The Board shall furnish a substitute for the teacher on that day.

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

11. Act of God Absence:

Should professional employees of the Alpena Public Schools be hampered in fulfilling their duties as a result of an Act of God, (e.g., rain, snow, sleet, accident, etc.) they shall not be considered absent without leave; providing that the circumstances are immediately made explicit to and approved by the principal.

12. Personal Sick Leave:

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 Alpena Public Schools. Commencing with the third (3) 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 Alpena 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).

(a) Teachers shall not receive severance pay for unused sick days either upon retirement or upon termination of the contract, as this policy is a protective benefit granted only to the employees, per se, of the Alpena Public School System.

(b) Absence due to illness in excess of accumulated sick leave will automatically place employees on leave without pay for the additional days missed.

(c) In cases of prolonged illness the employee must submit to the office of the Superintendent of Schools a written request for a leave giving the probable date of return.

(d) Employees returning from leaves of absence due to illness may expect to be assigned to the same position or to one for which he is qualified. Should there be no such vacancy existing at the time of the indicated return to service, he will be offered the next open position for which he is qualified.

(e) An employee returning to duty after an absence due to a contagious disease or a nervous or mental disorder must present a statement from a physician. The Board may require such a teacher to submit to an examination by a physician designated by the Superintendent of Schools and/or the Board, at the expense of the Board.

(f) If a doctor's report is requested by administrative personnel in cases of illness, this request must be answered immediately by the teacher involved.

(g) A record of accumulated sick leave days shall be compiled by the Business Office and forwarded to all teachers at the beginning of each school year.

(h) Teachers presently employed by the Alpena Board of Education shall be credited with prior accumulated sick leave, with a minimum of fifteen (15) days.

K. Holidays and Vacations:

1. The number of days that teachers meet pupils in a school year are limited and, therefore, every effort should be made to preserve them. A teaching contract assumes full service except for necessary absences as covered in the leave policies.

2. Absences taken during the school year other than those for which provision has been made under this Agreement shall not be permitted.

L. Retirement Policy:

1. A staff member shall formally retire from active service in the Alpena Public Schools 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 of sixty-five (65), must apply to the building principal if he or she desires to teach an additional year. Such application must be made by March 1. The application together with the principal's recommendation will then be forwarded to the Superintendent of Schools who will make a recommendation to the Board to either extend or deny an additional year of service to said staff member.

An application to teach past the age of sixty-five (65) must be accompanied by a complete physical examination furnished at the teacher's expense. The physical examination is one of several factors used in arriving at a decision. The office of the Superintendent of Schools will supply the necessary forms.

3. Such a routine may be continued until either party—the staff member or Superintendent—decide that retirement shall be mandatory.

M. Additional Teacher Benefits:

1. Tax-Sheltered Annuity:

Arrangements for regular payroll deductions for tax-sheltered annuities may be made at the school Business Office. Annual tax-sheltered annuity deductions are

authorized up to twenty per cent (20%) with a minimum of Two Hundred Sixty Dollars (\$260.00). The three (3) recognized insurance carriers are: John Hancock Mutual Insurance Company, Manufacturers Life, and Michigan Education Special Services.

2. Hospital-Medical Insurance:

The insurance carrier approved by the Board for the 1966-1967 school year shall be Michigan Hospital Service — Michigan Medical Service (Blue Cross - Blue Shield). The Board will pay this carrier per enrolled teacher up to Ten Dollars (\$10) per month for insurance protection. The effective date of this clause is August 30, 1966. (These funds may not be used in any way other than procurement of this insurance protection.)

N. Other Authorized Payroll Deductions:

1. Deductions from pay may be made for any of the following reasons:

(a) Contributions to the United Fund, if authorized by the employee.

(b) Savings bonds, if authorized by the employee.

(c) The annual association dues of the recognized bargaining unit, if authorized by the employee; these may include local, state and national.

(d) Arrangements for regular credit union savings by payroll deduction may be made at the school business office.

(e) Deductions for unauthorized absences shall be computed on the basis of the number of days in the school year required by the Board of Education for each position. The salary figure on which the deduction shall be based is the base teacher salary.

Additional deductions shall be made for special duties or extra responsibilities which were not fulfilled as a result of the teacher's unauthorized absence. Deductions shall be computed by the same formula as for normal teaching days.

V. OBLIGATIONS AND RESPONSIBILITIES:

A. Board's Rights Clause:

Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the customary function of management, including the right to make such rules not inconsistent with the terms of this Agreement relating to its operation of the school system as it shall deem advisable.

The Board, on its own behalf and on behalf of the electors of the Alpena Public School District, retains and reserves unto itself, without limitation, all rights, powers, authorities, duties and responsibilities conferred upon and invested in it by the laws and constitution of the State of Michigan and the United States. The right to select and hire, to promote to a better position, and to maintain discipline and efficiency of employees, and the right to discharge, demote or discipline for cause in accordance with Tenure Law of Michigan, is recognized by both the Association and the Board as the proper responsibility and prerogative of management, to be held and exercised in a fair and just manner.

B. Rights of Teachers:

1. Pursuant to Act 379 of the Michigan Public Acts of 1965, it is hereby agreed that teachers employed by the Board shall have the right to organize, join, and support an association for the purpose of engaging in collective bargaining or negotiation.

The Board agrees that it will not directly nor indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by said Act 379 or other laws of the State of Michigan or the constitution of the State of Michigan and the United

States; that it will not discriminate against any teacher with respect to hours, wages, or any other terms of employment because of his membership in the collective professional negotiations with the Board; or his initiation of any grievance complaint.

2. The Association, in accordance with Board policy regarding operation of school buildings, shall have the right to use school building facilities. Bulletin boards and other means of communication, for example, teacher mail boxes, shall be made available to the Association. This use is restricted to noncontroversial matters such as notices of meetings or announcements concerning Association activities. A clearly-designated area on the office bulletin board should be provided in each school.

3. The Board shall make available to the Association upon its request any necessary information, statistics, and records which may be agreed by the parties herein to make intelligent decisions relevant to negotiations, or necessary for proper enforcement of the terms of this Agreement.

4. In any negotiations provided for by this Agreement, 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 and by a majority of the membership of the Association, but the parties mutually pledged that representatives selected by each shall be clothed with all necessary power and authority to make proposals and consider proposals, in the course of negotiations or bargaining, subject only to such ultimate ratification.

5. The Association agrees to comply with Act 379 of the Michigan Public Acts of 1965.

6. Nothing contained herein shall be construed to deny or to restrict rights of a teacher under the Michigan General School Laws or applicable civil service laws and regulations.

VI. 1966-1967 SCHOOL CALENDAR:

Monday, August 29, 1966 — Administrative Council Meeting a.m.; New Teachers p.m.

Tuesday, August 30 — Wednesday, September 7 — Pre-registration Counseling (College).

Tuesday, August 30 — School opens for all teachers; Building Meetings p.m., General Meeting a.m.

Tuesday, August 30 — High School Freshman Registration Day.

Wednesday, August 31 — High School Sophomore Registration Day, a.m.

Thursday, September 1 — High School Junior Registration Day, a.m.

Friday, September 2 — High School Senior Registration Day, a.m.

Friday, September 2 — Registration, K-8.

LABOR DAY — Monday, September 5.

Tuesday, September 6 — School Resumes K-12.

Thursday and Friday, September 8 and 9 — Community College Registration.

Monday, September 12 — Community College Classes begin.

TEACHERS INSTITUTE — Thursday and Friday, October 6 and 7.

MICHIGAN JUNIOR COLLEGE ASSOCIATION — no classes, October 21.

Tuesday and Thursday, October 11 and 13 — Elementary Parent-Teacher Conferences.

Friday, October 14 — Elementary Conference Summary.

November 7 through 11 — American Education Week.

Wednesday, November 23, close of school day —
Thanksgiving Vacation begins.

Monday, November 28 — School resumes.

Wednesday, December 21, close of school day — Christ-
mas Vacation begins.

Tuesday, January 3 — School resumes.

Friday, January 20 — First Semester Closes (College).

Monday through Friday, January 23-27 — High School
Students Dismissed.

Monday, January 23 — Second Semester Commences,
K-8.

Monday, January 23 — Second Semester Commences,
College.

Monday, January 30 — Second Semester Commences,
High School.

Tuesday and Thursday, March 7 and 9 — Elementary
Parent-Teacher Conferences.

Friday, March 10 — Elementary School Conference
Summary — students dismissed.

Thursday, March 23 — close of school day — Easter
Vacation begins.

Wednesday, March 29 — School resumes.

MEMORIAL DAY — Tuesday, May 30.

Friday, May 26 — Community College Graduation.

Friday, June 9 — High School Graduation.

Friday, June 9 — End of School year.

VII. TERMINATION CLAUSE:

This Agreement shall become effective as of June 15, 1966, and shall continue in full force and effect until Midnight, June 14, 1967. This Agreement shall not extend, by written or oral agreement, beyond the Termination Date. It is the intent of the Negotiations Committees that they will work toward a contract term of two (2) or more years at the conclusion of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers, all as of the day and year first above written.

NEGOTIATIONS COMMITTEE FOR THE BOARD:

Gene A. Geisert

Chairman

Robert L. Bennett

Herbert W. Fox

M. E. Finch

Stanley E. VanLare

**NEGOTIATIONS COMMITTEE FOR
THE ASSOCIATION:**

Harley Steinke

Chairman

Richard B. Moreau

Charles H. Mase

William DesChamps

Jack Malette

BOARD OF EDUCATION OF ALPENA AND
PRESQUE ISLE COUNTIES, MICHIGAN:

By

Donald K. Gillard,
Its President

And By

Marjorie Cogswell,
Its Secretary

ALPENA SEGMENT OF THE ALPENA-ALCONA
EDUCATION ASSOCIATION:

By

Harley Steinke
Its President

And By

Barbara Kollien
Its Secretary

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OFFICE OF PROFESSIONAL NEGOTIATIONS
Michigan Education Association