

8-27-71 (Alpena 14)

1970-71

AGREEMENT

between

the

ALPENNA EDUCATION ASSOCIATION

and the

ALPENNA BOARD OF EDUCATION

Alpenna, Michigan



September 28, 1970

MEA
1216 XENDALE
E. LANSING, MI
48823

9/28/70 - 8/27/71

*Alpenna Board of Education
(and Alpenna Local Communities)*

AGREEMENT

BETWEEN

THE ALPENA BOARD OF EDUCATION

AND

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Alpena, Michigan

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AGREEMENT

THIS AGREEMENT, entered into this 28th day of September 1970, A.D. by and between the ALPENA PUBLIC SCHOOLS, ALPENA AND PRESQUE ISLE COUNTIES, MICHIGAN, hereinafter called the "Board" and the ALPENA EDUCATION ASSOCIATION, hereinafter called the "Association," affiliated with the MICHIGAN EDUCATION ASSOCIATION, hereinafter called the "M.E.A." and the NATIONAL EDUCATION ASSOCIATION, hereinafter called the "N.E.A."

PREAMBLE

WHEREAS The Board and the Association recognize and declare that providing a quality education for the children of Alpena is their mutual purpose, and

WHEREAS Achievement of this purpose cannot be fully realized without capable and dedicated teachers who recognize their professional responsibilities to the school district and whose rights and aspirations are likewise recognized by the Board and community, and

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

RECOGNITION CLAUSE:

A. The Board recognizes the Association as the sole and exclusive bargaining representative for all* contracted elementary, secondary, and community college **instructors, including** special education teachers, librarians and counselors. An instructor is any person engaged in classroom instruction as their primary responsibility. The Board, or its designated representative, will meet with the representative of the Association for the purpose of bargaining collectively in respect to wages, hours, and other terms and conditions of employment.

*All K-12 instructors who teach a load of one-third (1/3) or greater will be contracted. All college instructors, excluding manpower program instructors, who teach a load of four (4) equated hours or more will be contracted.

B. Professional Dues or Fees and Payroll Deductions:

Any teacher who is a member of the Alpena Education Association or the College Faculty Council, a district of the Michigan Association of Higher Education, hereinafter referred to as the Association and the Faculty Council, who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association or Faculty Council, including the N.E.A. and the M.E.A. dues. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twelfth (1/12) of such dues from the second regular salary check of the teacher each month for twelve (12) months beginning in September and ending in August of each year. Deductions for teachers employed after the commencement of the school year shall be appropriately prorated.

Any teacher who is not a member of the Association or the Faculty Council in good standing or who does not make

application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association or Faculty Council an amount equal to membership dues payable to the Association or Faculty Council, the N.E.A. and the M.E.A., provided however, that the teacher shall authorize payroll deduction for such fee in the same manner as provided heretofore in this article. In the event that a teacher shall not pay such fee directly to the Association or Faculty Council or authorize payment through payroll deduction, as provided heretofore, the Board shall notify as once such teacher or teachers that their services shall be terminated as soon as a qualified replacement can be obtained or no later than the end of the current school year. The parties expressly recognize that the failure of any teacher to comply with the provisions of this article is just and reasonable cause for discharge from employment.

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

In any case in which a teacher or teachers contest a discharge under the provisions of this section and it is necessary for both the Board and the Association to defend the litigation involving the discharge, then it is agreed that both the Board and the Association shall pay their own legal fees and expenses incurred in defending the action.

In any case in which a teacher or teachers contest a discharge under the provisions of this section and it is necessary only for the Board to defend its position, and not also the Association, then the Association will pay one-half (1/2) of the legal fees incurred by the Board in defending the action.

II. GRIEVANCE PROCEDURE:

A. Definitions:

1. A "grievance" is a claim by a teacher

or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any policy of the Board and may be processed as hereinafter provided.

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:

The Association shall establish a committee to process grievances of the personnel it represents.

D. Procedure:

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

1. Step One

A teacher with a problem shall discuss it with his immediate supervisor, principal or president within ten (10) school days of the alleged violation. He may discuss the situation: (a) individually or (b) together with his Association Representative, with the objective or resolving the matter informally.

2. Step Two

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 or president of the school in which the grievance arises within ten (10) days following the first meeting with the principal, president or supervisor.

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

(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 or president 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 Association Committee.

3. Step Three

In the event that the aggrieved person is not satisfied within (10) days of receipt of the decision, the Association Committee shall decide whether or not there is a legitimate grievance. If the Association Committee decides that no grievance exists, and so notifies the claimant, the teacher may continue to process his claim without Association support. If the Association Committee decides there is a legitimate grievance, it shall immediately 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 Association Committee, to the Board of Education. Within ten (10) days from the receipt of the written referral by the Board, the Board shall meet with the Association 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

If either party is not satisfied with the disposition of the grievance at Step Four or the Step Four time limits expire

without action, then the grievance may be submitted to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If neither party files a Demand for Arbitration within thirty (30) days of the date of disposition of the grievance at Step Four or the date the Step Four time limit expires without action, whichever date is later, then the grievance shall be deemed withdrawn.

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

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

E. Rights to Representation:

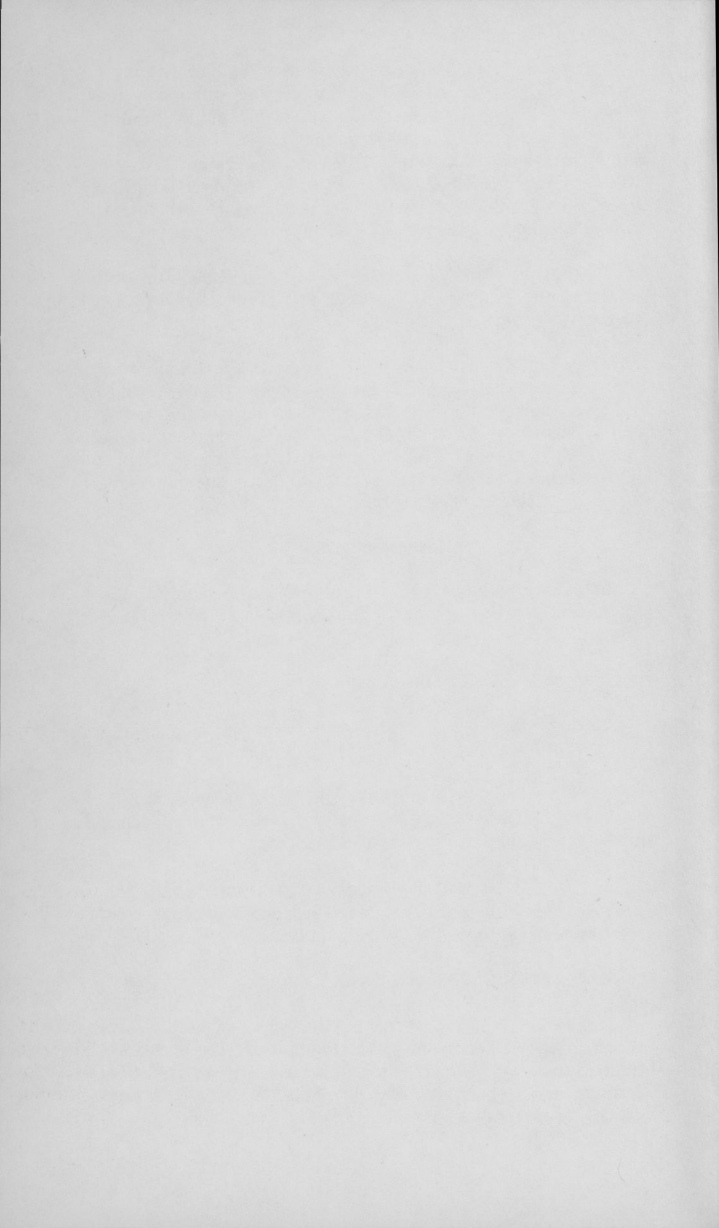
When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance process.

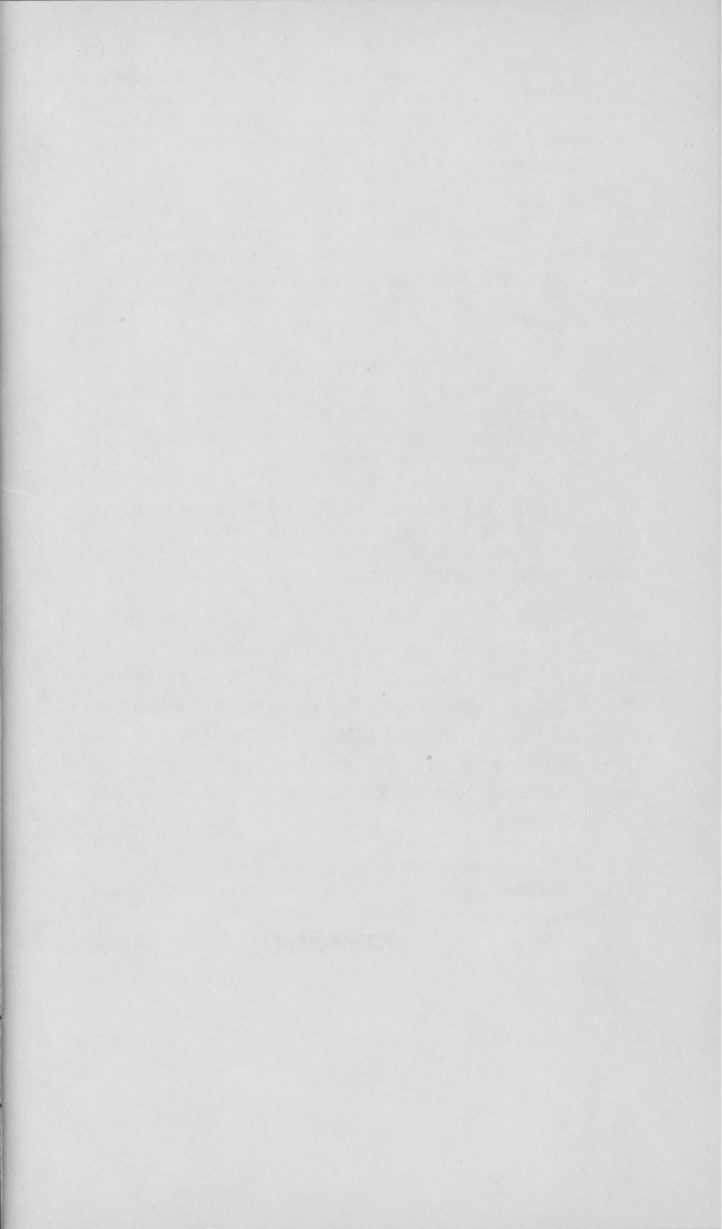
F. Miscellaneous:

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.





E. Elementary Interns shall be paid a stipend to be determined by the EIP Director from Michigan State University and the administration of the school district concerned within the framework of the fiscal arrangements stipulated for the EIP Program.

F. Changes in salary category will be made only when appropriate evidence of hours earned have been submitted to and approved by the personnel office and/or points have been submitted to and approved by the point evaluation committee and forwarded as agreed upon to the personnel office.

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 credits.

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

3. To qualify for compensation under this schedule, it is required that all course work be at the graduate level and be directly related to the instructional program. With prior approval of the building principal or president and when directly related to the instructional field, up to five (5) hours of undergraduate credit may be accepted for placement on the appropriate salary category.

4. A form has been developed establishing the procedure for evaluation of criteria for placement on the appropriate salary category, as follows:

<u>Points</u>	<u>Area</u>	<u>Maximum</u>
1	Each semester hour of graduate credit. To qualify, credit should be directly related to the instructional program.	None
1-5	Non-credit courses or workshops, with prior approval by the building principal or president and when related to the instructional program, to be evaluated by the point evaluation committee.	5
1	Each semester hour of undergraduate credit. To qualify, credit should be directly related to the instructional program.	5
1	Major Committee. A committee which would meet for the entire school year at regular intervals; e.g., Curriculum Committee, Personnel Policies.	None
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.	2
1	Educational Travel. Prior approval by the building principal. Extended educational travel which is closely coordinated with the teacher's instructional program may be granted additional 1 to 5 points on the point system as evaluated by the point evaluation committee.	5
1	Organization Officer who spends a major portion of time in a position of educational leadership. (Member of Executive Committees.)	4

1/3	Membership in an organization in subject field of the teacher. (Credit not to exceed one organization per year.)	2
1/3	Community service - - nonpaid. To be evaluated by evaluation committee, e.g. United Fund, March of Dimes, Civic Theater, Civic Orchestra, Besser Chorus, Choral Society.	1
1/3 to 2	Publications in a professional magazine as evaluated by the committee.	3
1/3 to 2	Research - - prior approval.	3
2/3	Senior or Junior Class Sponsor.	None
1/3	Sophomore or Junior High School Class Sponsor.	None
1	Club Sponsor.	5
1/3	Critic teacher - - per student teacher.	3
1/3	Science Fair.	None
1/3 to 2	To be given for Miscellaneous - - as designated by the evaluation committee.	None

No more than ten (10) points may be counted other than graduate credit toward placement on the MA + 30 pt. category. No more than five (5) points for placement on the MA + 15 pt. category.

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 committee (or its designated representative). Application for point credit must be made within one year after said credit has been earned.

G. Salary Schedule Placement:

New employees (including rehires) may be given up to four (4) years appropriate industrial or business experience when such experience is necessary for the establishment or continuation of special programs or where such experience is required to meet certification standards. Full-time military experience up to four (4) years and teaching experience up to seven (7) years shall be given. In no case will total experience granted be greater than a combined maximum of seven (7) years. It is understood and agreed that the provisions of this section are prospective only and not retroactive and shall not affect the status of those teachers employed at any time prior to the 1970-71 school year, nor shall those teachers make these provisions a subject of grievance.

H. Advanced Training:

Teachers who earn graduate credit, or up to a maximum of five (5) hours of undergraduate credit with prior approval of the building principal, from an accredited institution will be given expense money amounting to Seventeen (17) Dollars and Fifty (50) Cents per semester credit hour for courses taken on campus and Ten (10) Dollars per semester credit hour for courses taken off campus up to a maximum of six (6) semester hours per year. No more than four (4) of these credit hours may be earned during the regular school year. To qualify for reimbursement the teacher must obtain prior written consent from the building principal. Work applying directly toward a graduate degree shall be approved. Request for payment is to be made in April of each year for work completed prior to March 1, and payment will be made in May.

I Special Job Classification:

It is not intended that teachers under temporary appointment shall receive the full benefit of this salary schedule for special job classifications. In this manner the pay rate of a certified teacher who would teach a non-credit course, a high school credit course, or one teaching a summer school course can be readily determined.

Classification I: Community School Program

A. Adult Enrichment Classes

<u>Step</u>	<u>Hourly Rate</u>
0	\$3.50
1	3.75
2	4.00
3	4.25
4	4.50
5	4.75
6	5.00

Each two (2) eight-week sessions of teaching adults successfully will be considered or equated to one (1) step.

B. Youth Enrichment or Recreation

Enrichment	\$3.50/hr.
Recreation	3.00/hr.

C. Elementary, Secondary and College Summer Academic Programs

<u>Step</u>	<u>Hourly Rate</u>
0	\$5.50
1	5.75
2	6.00
3	6.25
4	6.50

Each summer session of successful teaching will be considered or equated to one (1) step.

Classification II: Staff Member Who Tutors Homebound Pupil

A staff member who tutors homebound pupils will be paid at the rate of Five (5) Dollars per teaching hour and will receive mileage for travel outside the City Limits.

Classification III: Negotiated Agreements

For negotiated agreements with business, industry or other agencies, or where research is needed to develop a whole new instructional program, the rate of payment shall be Five (5) Dollars per clock hour for teaching, study or research as may be allowed. This rate is not intended to limit the amount allowed for governmental agency financed programs but is a recommended minimum.

Classification IV: Proration of Salary for Part-time, Overload, and Summer School Teaching

All degreed teachers who teach credit courses or where special teacher certification is required, shall receive an eighty percent (80%) prorated share of their existing teaching salary based upon a twenty-five (25) hour standard K-12 and fifteen (15) hour standard for college. This salary will be based on a forty (40) week school year.

A teacher assigned the responsibility of directing a program in addition to the normal program assignment shall receive a one hundred percent (100%) prorated share.

J. Paid Extracurricular Duties 1969-70 Schedule:

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.

Percentages paid for Extracurricular Duties

- 12% 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 HV Coach
High School Baseball HV Coach
High School Wrestling HV Coach
High School Boys Gymnastics Varsity Coach
High School Girls Gymnastics Varsity Coach
College Swim Coach
High School Swim Coach Boys
- 6% College Vocal Director
Jr. High Athletic Coordinator
Football, Head 9th Grade
Basketball, Head 9th Grade
- 5% High School Football Assistant Coach
High School Girls Gymnastics Assistant
High School Vocal
College Track Varsity
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 Head Varsity Coach
College Cross Country Head Varsity Coach
High School Debate
High School Anamakee
High School Boys Swimming Assistant Coach
High School Girls Swimming Coach
High School Track Assistant Coach
High School Baseball Assistant Coach
High School Wrestling Assistant Coach
College Yearbook

- 4.5% Jr. High Football Coach
Jr. High Basketball Coach
- 4% Jr. High School Instrumental
Jr. High School Vocal
College Newspaper Advisor
College Debate
College Drama
High School Cheerleader Coach
Jr. High Track
- 3.5% High School Forensics
College Forensics
High School Drama
- 3% Safety Patrol
Other Cheerleader Coaches
Jr. High Cross Country

Staff members assigned duties involving care and repair of instructional equipment after school hours shall be paid Two Hundred and Seventy-Five Dollars (\$275) per year. A staff member assigned to the maintenance and care of the Biology Plantroom during the summer shall be paid Two Hundred Dollars (\$200) per year.

Department chairmen K-12 assigned by the Superintendent of Schools shall receive extra pay of five (5) percent per year. Staff members who must acquire additional certification, in order to teach vocational courses, shall receive compensation based on a formula of One Hundred Fifty (150) Dollars per year for each year of business or industrial experience required for vocational certification, or the appropriate prorated amount for less than full-load vocational instruction.

Teachers who chaperon at specific assigned responsibilities in connection with activities conducted after school hours, which are sponsored by the school but not directly related to the instructional program will be paid a total of Ten Dollars (\$10) per event if greater than two and one-half (2½) hours are required to discharge these duties. For events less than two and one-half (2½) hours duration,

the Three Dollars (\$3) per hour rate will be paid. The funds for payment of this activity will not be paid by the Board, but must be absorbed by the supporting group or agency.

K. Tutoring:

1. Teachers desiring to make their services available as tutors should place their names with the Assistant Superintendent for Instruction. From the names of these teachers, lists of available tutors will be compiled.
2. Under no circumstances shall a regular classroom teacher assume a paid tutoring responsibility for a pupil regularly enrolled in his classroom.
3. When a teacher is being paid to tutor, school equipment and facilities may not be used without prior permission of the building administrator.

L. Travel Payment:

A rate of Ten Cents (10¢) per mile will be paid to teachers who are authorized to use their personal automobiles for travel.

M. Contracted Part-time Professional Employees:

All contracted part-time professional employees shall share proportionally in all teacher benefits except insurance. Those part-time employees contracted fifty (50) percent or more will share proportionally in all benefits.

N. Income Protection Insurance:

The Board shall provide income protection insurance for each teacher with a carrier of the Board's choice. The protection provided shall be: Payment of no less than sixty percent (60%) of a teacher's monthly contractual salary (not to exceed One Thousand Dollars (\$1,000) per month) commencing on the one hundred eightieth (180th) day of disablement or at the termination of the teacher's district sick leave benefits, whichever is later. The plan shall pay pension accrual benefits of no less than three percent (3%) of the member's monthly salary. Payment of these benefits shall continue until age sixty-five (65) is reached.

IV. CONDITIONS OF EMPLOYMENT:

A. Health Examinations:

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

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. In relation to elementary class size, it is the intent to adjust loads so that all classes conform closely to the above guide.

Class size shall be as follows:

K: When any class size exceeds twenty-seven (27) pupils, the teacher involved will receive one hour of teacher aide assistance per extra pupil until such time

as that teacher has a full-time teacher aide assistant. No class size shall exceed thirty-five (35) pupils unless it is reasonably necessary or an emergency.

1-3: When any class size exceeds twenty-eight (28) pupils, the teacher involved will receive one hour of teacher aide assistance per extra pupil until such time as that teacher has a full-time teacher aide assistant. No class size shall exceed thirty-five (35) pupils unless it is reasonably necessary or an emergency.

4-6: When any class size exceeds twenty-nine (29) pupils, the teacher involved will receive one hour of teacher aide assistance per extra pupil until such time as that teacher has a full-time teacher aide assistant. No class size shall exceed thirty-five (35) pupils unless it is reasonably necessary or an emergency.

3. Elementary Music Teacher Class Load:

It is recommended that elementary music teachers teach the equivalent of nine (9) upper elementary classes per day; the maximum shall be no more than the equivalent of ten (10) upper elementary classes per day.

Music teachers shall be regularly assigned for music class the pupils from only one (1) section per grade level except with the consent of the instructor.

4. English Teacher Class Load:

No teacher who is teaching a full schedule of English in grades ten (10) through twelve (12) shall be assigned a total student load in excess of thirty (30) times the number of classes taught daily, without the consent of the teacher.

C. Teacher Work Schedule:

1. The Board and the Association recognize and agree that a teacher's responsibility to the students, community and profession generally entails the the performance of duties and the expenditure of time

and service beyond classroom duty hours. Such time and service beyond classroom duty hours and the customary professional meeting will be contained within a forty (40) hour workweek.

2. All special area teachers are to observe the same work schedule as classroom teachers.

3. The regular work schedule shall be in accordance with the annual calendar which is included in the Master Contract.

4. E.I.P. Student Status

(a) Elementary Interns may be expected to perform tasks, attend classes, and consult with program personnel at times other than those included in the Master Contract as a part of their preparation program, as determined by EIP personnel.

(b) The Elementary Internship shall be considered a training situation and as such does not constitute a permanent teaching position for the Intern. If employed by the Alpena Public School District upon completion of the program, the internship shall be equated as one (1) year of teaching experience.

(c) Elementary interns will be apportioned in administrative units K-9 at a ratio of 1 to 500 students, or any fraction thereof, provided there is a position available following in-school transfers, but preceding other transfers and placements. The number of elementary intern positions available in the Alpena Public School District shall not exceed fifteen (15).

5. Placement of Student Teachers:

(a) Acceptance of a student teacher shall be voluntary on the part of the supervising teacher.

(b) Supervising teachers will have no more than one (1) student teacher per semester.

(c) Supervising teachers will have tenure, except that experienced non-tenure teachers new to the system may have a student teacher after the first six (6) weeks of their first semester in the system.

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) Current staff members, whose building assignment will be changed, shall receive notification of their assignment for the coming school year fifteen (15) days prior to the closing of the preceding 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 the students within the framework of the experience, background and interests of the teacher.

(c) 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.

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

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

3. Each building principal will assign qualified teacher helpers to all teachers new to the building. The principal 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 home-room 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) 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;

(c) Notification of administrative vacancies will be made by the administration to the various building representatives of the Association;

(d) The notification of vacancy will include a general description of the requirements for the positions;

(e) Staff members will have ten (10) school days or fourteen (14) calendar days if school is not in session after the effective date of the listing in which to apply.

2. Department Head K-12

(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 recommendation of the Superintendent of Schools;

(c) Notification of department head vacancies will be made by the administration to the various building representatives of the Association.

F. Notification of Vacancies:

The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue interruption to the existing instructional program. If the Superintendent so determines, such vacancy may be filled on a temporary or tentative basis until the end of the current year, at which time the position will be considered vacant.

Notification of teaching vacancies including night school credit classes and M.D.T.A. will be made by the administration to the various Association representatives. The notification will include a general description of the vacancy and the requirements for the position.

Staff members who have the qualifications for the position will have ten (10) school days after the date of the listing in which to apply.

During the summer months following the end of the regular school year, each professional vacancy shall be published in the classified ad section of the Alpena News for three (3) days listing the vacancy by position and school.

G. Transfers:

Procedures to be followed in securing a transfer:

1. By request of the staff member:

(a) A staff member desiring a transfer shall submit a written statement of the fact to his building principal. The principal shall forward the statement to the Director of Professional Personnel. The staff member shall then submit to the personnel office, and to the Association if he desires, a written application for transfer. The application shall set forth the reasons for the transfer, the grade, school or position sought, and the applicant's qualifications.

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

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

(d) 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.

(e) The staff member desiring the transfer shall be advised in writing by the Director of Professional Personnel as to the decision made on his behalf. A copy of the decision shall also be filed with the Association if the applicant so desires.

2. By the administration:

(a) 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.

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

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

H. Principles and Considerations in Regard to Transfers:

1. Teachers within the system shall be given preference when all qualifications of the local and outside applicants are equal.

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

3. Current staff members whose building assignment will be changed shall receive notification of their assignment for the coming school year fifteen (15) school days prior to the closing of the preceding year. The Superintendent of Schools reserves the right to assign staff as required; however, teacher wishes shall be considered insofar as possible.

4. All transfers must be logical and reasonable in view of the employee's training and experience. The welfare of the students shall take precedence over the individual problems or interests of hopeful transferees.

5. Vacancies in supervisory positions shall be posted. Vacancies shall be filled on the basis of experience, competency, and qualifications of the applicant, length of service in the district, and other relevant factors.

6. Any new positions, including supervisory positions, shall be posted.

7. An involuntary transfer will be made only in case of emergency, student welfare, or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

Any transfer which is involuntary will be made only after a meeting between the teacher involved and the Superintendent of Schools or his designee, at which time the teacher will be notified of the transfer and the reason for such transfer. A list of open positions in other schools will be made available to all teachers being involuntarily transferred. If qualified, and not in conflict with the instructional requirements and best interest of the school system and the pupils, preference will be given to filling such positions to current staff members.

If it becomes necessary to reduce the teaching staff in a particular school or subject area within a school, the following criteria will be used as a guide in determining which teacher is to be transferred:

(a) The principal may try to secure a volunteer to be transferred.

(b) If no teacher volunteers, the teacher with the least seniority in the Alpena School System will be transferred.

(c) If two teachers have the same system-wide seniority, the teacher with the least building seniority will be transferred.

(d) It is understood that a tenure teacher being transferred under this section shall have his choice of the openings in the Alpena School System for which he is qualified. In the case of two or more teachers being transferred, seniority shall be a consideration.

(e) A probationary teacher will be given a position for which he is qualified.

8. A separate teacher vacancy listing noting official openings shall be sent to each Association representative when such vacancy is first sent to college and university placement offices.

9. Any teacher within the system who shall be promoted to an administrative or executive position and shall later return to a teacher status shall be entitled to retain such rights as he may have had under this Agreement prior to such transfer to supervisory or executive status.

10. A staff member not selected for a transfer shall be notified of the action prior to the appointment. Upon request such staff member may meet with the Superintendent or his designee to discuss the decision. A written summary of the conference shall be provided upon the request of the teacher.

I. Reduction of Personnel:

Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the Board will release those teachers who have not met minimum certification requirements in the programs affected by the reduction before fully certified teachers in these programs would be released from employment. If a fully certified teacher in a program affected by reduction is qualified to teach in another area, he may replace a sub-certified teacher in this area of qualification. Following staff reduction of sub-certified personnel, consideration will be given to a teacher's tenure, area of competency, and system-wide seniority.

J. Departmental or Professional 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 consideration. The principal, president or 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 principal 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;

(d) Budget allocation for this purpose.

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.

5. Selected representatives may be released for other professional meetings during the year, subject to the approval of the Superintendent.

K. Noon-Hour Supervision:

All teachers shall be entitled to a duty-free lunch period, except in emergency situations, equivalent to that of their students. Elementary teachers should be expected to be on duty five (5) minutes prior to the return of students. The elementary lunch period will be a minimum of thirty (30) minutes and the junior high and high school (7-12) lunch period will be a minimum of thirty (30) minutes.

L. Absences and Leaves:

1. 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 or step-children, parents or step-parents, brothers or step-brothers, sisters or step-sisters, grandparents or grandchildren of the teacher and/or spouse, and an individual living with the teacher on a non-commercial basis.

2. 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 the time be living, may draw a regular salary not to exceed five (5) days per occurrence. These days are independent of sick leave days and are non-cumulative.

3. 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 (3) month of pregnancy. In the event that this occurs during the year, the leave shall become effective at the end of the sixth (6) 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 the 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.

4. 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 (6) months prior to the opening date of school.

5. Personal Leave:

Personal leave is provided for activities that require 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. Personal leave is not to be interpreted as being for vacation or recreational activities. If a teacher finds need to take leave of his duties for personal reasons, he shall be granted a leave of two (2) days with pay per year. These days are to be taken in increments of full or

one-half (½) days only. Additional days may be taken at the teacher's own expense on the approval of the Superintendent. A teacher planning to use a personal leave day shall notify his appropriate principal by noon of the preceding day and ascertain that his absence will be covered by a substitute or other arrangement, except in case of an emergency. Personnel shall not be granted a personal leave day for a day immediately before or after a holiday, vacation period, or during the first or last week of a semester except in provable emergencies.

6. Sabbatical Leave:

Sabbatical leave may be considered for one or two semesters with pay after seven (7) consecutive years of teaching in either annexed school districts or the Alpena Public Schools, for 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) No more than two (2) percent of the teaching staff shall be absent on sabbatical leave at any one time.

(e) Applicants for sabbatical leave are required to submit a written application which should state how the applicant hopes the leave will improve himself and his teaching. This must be filed with the building principal as soon as possible in the school year, and not later than the first day of the second semester in the school year preceding the leave.

(f) All applications shall be reviewed for recommendation to the Superintendent by a committee consisting of six (6) members, three (3) appointed by the Superintendent and three (3) appointed by the Association. The committee shall consider among other qualifications the following: the acceptance to a graduate's program of study, the extent of the applicant's professional study, travel, research, growth, contributions, and successful service during the seven (7) years.

(g) A teacher selected for sabbatical leave shall receive one-half (1/2) of his base salary for the current year. Teachers receiving such consideration shall continue their employment with the Alpena Board of Education for a period of two (2) years following the sabbatical leave. Teachers who elect to terminate their employment with the Board of Education prior to this shall repay to the Board of Education the stipend paid for sabbatical leave.

7. Unpaid Personal Leave of Absence:

A leave of absence of one (1) year may be granted to any tenure teacher, upon application, for the purpose of engaging in writing, travel or study at an accredited college or university. Upon returning from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district for such period. This leave is subject to the approval of the Board.

8. 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.

9. Visitation Day Leave:

The Board shall grant one (1) observation day per year upon the request of the teacher and the building principal. The Superintendent may grant additional days at the request of the building principal. These days are not cumulative. The Board shall furnish a substitute for the teacher on such day or days.

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.

10. Act of God Absence:

(a) 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 or college president.

(b) When school is not in session for students because of weather conditions, teachers shall not be required to report to school on the first day of the closing. If the closing of school continues more than one (1) day, teachers shall be expected to be in their respective buildings from 10 a.m. to 3 p.m. (with time for lunch provided) unless notified not to report via a fanout communication initiated by the building principal or president.

11. 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 school 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) 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.

12. Leave of Absence due to Illness:

(a) A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year, renewable upon application of the teacher annually and approved by the Board of Education.

(b) 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.

(c) Salary will automatically stop when the teacher's sick leave has been exhausted and the teacher is absent due to illness.

M. 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.

N. 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—decides that retirement shall be mandatory.

O. Additional Teacher Benefits:

1. Tax-Sheltered Annuity:

Annual tax-sheltered annuity deductions are authorized up to twenty (20) percent of annual salary with a minimum of Two Hundred and Forty Dollars (\$240).

Teachers may select an insurance carrier of their choice and arrangements can then be made for regular payroll deductions in the business office.

2. Hospital-Medical Insurance:

The insurance carriers approved by the Board shall be Michigan Hospital Service-Michigan Medical Service (Blue Cross-Blue Shield) and the Michigan Education Special Service Association (MESSA). The teacher may select either Blue Cross-Blue Shield or MESSA insurance carrier.

The Board will pay an amount not to exceed \$32.89 toward the full cost of either: Blue Cross comprehensive hospital, semi-private/riders D45, IMB/Blue Shield MVF-1, rider OB, rider DCCR and 65 option exact fill and Master Medical or MEA Super Med. (These funds may not be used in any way other than procurement of this insurance protection.)

3. Life Insurance:

The Board will provide the opportunity for teachers to participate in a Five Thousand Dollar (\$5,000) group paid-up life insurance plan. The employee will contribute Five Dollars (\$5) per month, and the Board will pay the balance of the monthly premium.

P. 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 two hundred (200) days. 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.

Q. Jury Duty:

Teachers required to serve jury duty shall be granted leave without loss of pay or leave. The teacher will sign over his jury duty pay to the Board.

R. Emergencies:

When students are ordered to evacuate a building due to an emergency, all teachers shall be included in the evacuation.

S. Subpoena Leave:

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

T. Physical Examination for the Draft:

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

U. Released Time for Association President:

The President of the Association shall have released time for the execution of his duties. The cost of the released time will be paid to the Board by the Association. The time shall be established as follows:

(a) If the President is from the high school, he shall have two (2) class periods of released time over and above his conference and preparation time.

(b) If the President is from the junior high level, he shall have three (3) class periods, of released time over and above his conference and preparation time.

(c) If the President is from the elementary level, he shall be released for one-half (1/2) day.

(d) The portion of the day of release shall be selected by the President with the approval of the respective building principal.

V. COLLEGE SECTION

PREAMBLE

WHEREAS The Board and the Association recognize and declare that providing quality higher education for youth and adults of this college district is their mutual aim and that the character of such education depends upon the quality and morale of the college professional personnel, and

WHEREAS The parties have reached certain understandings which they desire to confirm in this college section,

In consideration of the following mutual covenants, it is hereby agreed as follows:

A. Representation:

1. The Alpena Community College Faculty Council, a district of the Michigan Association of Higher Education, a division of M.E.A., through its various committees, serves as the sole representative to the Association in matters of interest to instructors of Alpena Community College.

2. The Faculty Councils' Professional Negotiation Committee shall function as the body for developing recommendations related to teaching conditions at the college; those recommendations shall be considered by the Association's Professional Committee for incorporation in the contract negotiation process as a part of the separate college section.

3. Any change in the college curriculum or any new programs shall be referred to the Faculty Council's Curriculum Committee for their recommendations.

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

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

B. Conditions of Employment:

1. College instructors shall meet with classes as per schedule, based on a maximum normal load of 16.0 equated hours per semester. The equated contract ratio for all scheduled laboratories will be .825 to 1.0. In occupational programs leading to a certificate, the instructor's load shall not be determined by the above laboratory ratio. Any non-occupational instructor teaching in these areas as part of his normal load shall have this fraction considered in the determination of his normal college load.

2. The size of classes in English Composition shall be in close accord with a recommended average size of 25 students while the class size in Basic English shall be in close accord with a recommended average class of 17 students.

3. The college music instructor responsible for Collegiate Singers shall receive two (2) equated hours per semester for the class when determining normal load. The College music instructor responsible for Applied Music (individual) instruction shall receive credit toward his load at a rate equivalent to 0.10 times the number of students assigned to him each semester.

4. A college instructor responsible for independent study for credit shall receive credit toward his load at a rate equivalent to 0.10 times the number of

students assigned to him each semester. All such programs of independent study shall be recommended by the Department Chairman and approved by the appropriate dean.

5. Overload may be assigned only with the written consent of the instructor. Remuneration for overload shall be provided for an instructor when he has been assigned a class or laboratory section beyond the maximum normal load of 16.0 equated hours per semester.

$$\text{Overload remuneration} = \frac{\text{overload hours}}{15} \times \frac{\text{yearly salary}}{2} \times 0.8$$

6. A community college instructor who teaches an evening class which begins after 6:00 p.m. as a part of his regular load shall not be assigned, without his consent, a class prior to 9:00 a.m. on a morning after he has taught an evening class.

7. If college instructors are assigned Saturday classes, such Saturday classes shall be followed by two consecutive calendar days which are free of classes for the affected instructor, unless he shall give his consent otherwise.

8. Faculty members shall not be assigned duties out of the district without their consent.

9. If part-time instructors are scheduled for fifteen (15) hours or more (on campus) in one area for two consecutive semesters, a full-time instructor will be employed, for this assignment, the following semester.

10. Exclusive of physical education activity courses, college faculty members having in excess of three (3) preparations per semester, shall be paid Two Hundred (200) Dollars per extra preparation, if the class-load average is twenty (20) students or more.

C. Summer Session:

1. A faculty member desiring summer teaching employment shall submit a written request before March 1 to his department chairman and the appropriate dean indicating the courses he wishes to teach.

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

3. Written commitment for all class assignments will be made by May 15.

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

D. College Curriculum:

The community college faculty along with the college administration shall assume responsibility for the development of course suggestions which will maintain a current and progressive college curriculum.

E. Registration and Consultation:

1. College instructors shall participate in the registration and enrollment of students except when professional academic duties prevent such participation and prior approval has been given by the president of the college.

2. Full-time college instructors are to schedule a minimum of six (6) office hours weekly for student consultation. Such office hours shall be posted on office doors for student information. Part-time instructors shall schedule office hours proportional to those of full-time instructors. Part-time instructors shall assist in student advisement.

F. Retirement of College Instructors:

Retiring professional staff members who serve ten (10) or more years in the college may be considered for emeritus appointment on a recommendation of the faculty and the administration. Such appointments shall carry entitlement to all courtesies available to the active staff.

G. Industrial or Business Experience:

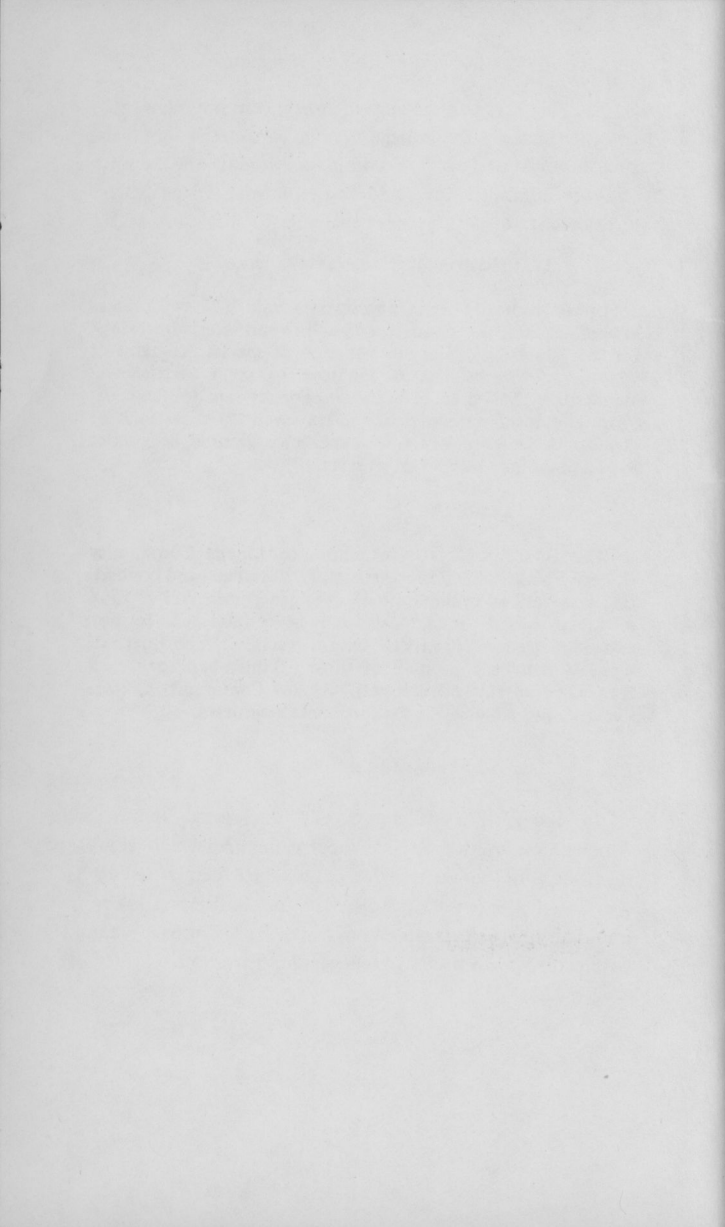
Up to four (4) years appropriate industrial or business experience may be given when such experience is necessary for the establishment or continuation of special programs or where such experience is required to meet certification standards. Full-time military experience up to four (4) years and teaching experience up to seven (7) years shall be given. In no case will total experience granted be greater than a combined maximum of seven (7) years.

H. Tenure:

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.

I. Admission to Courses:

In recognition of additional educational training, Alpena Community College faculty members who complete ACC academic transfer courses will be granted by the Board a stipend equivalent to the tuition. A maximum of six (6) semester hours may be taken each year with prior approval of the college administration.



without ratification by the 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.

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

5. 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.

D. Instructional Advisory Council:

An instructional advisory council will be established consisting of two (2) representatives from the elementary, two (2) from the junior high, two (2) from the high school, one (1) from the college, the school psychologist, one (1) administrator each from the elementary, junior high, high school and college, the Director of Curriculum, the Assistant Superintendent of Instruction, and two (2) citizens selected jointly by the administration and the and the Association. Meetings will be held during non-teaching hours. The council will advise the Superintendent and the Association in matters involving the instructional program.

VII. MISCELLANEOUS PROVISIONS:

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

B. 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.

C. Copies of this Agreement titled "The Alpena Board of Education and The Alpena Education Association, MEA-NEA" shall be printed at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. Further, that the Board shall furnish fifty (50) copies of the Master Agreement to the Association for its use.

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

VIII. DURATION OF THE AGREEMENT:

The Agreement shall be effective as of September 28, 1970 and shall continue in effect until the 27th day of August, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION:

Clayton Bunce

Gertrude Grenkowicz

Edward Bastow, Jr.

William R. Cardwell

Helen McWhirter

Herbert Gamage

Edwin Hall

BOARD OF EDUCATION:

Albert H. Nickels, President

Victor Werth, Vice President

Lois Reagan, Treasurer

Marjorie E. Cogswell, Secretary

Maynard N. Cohen

H. Ralph Diethelm

Frederick I. Eggan

C. S. White

Dated this 28th day of September 1970

K-12 SCHOOL CALENDAR
1970-71

September 28	Building Meetings
September 29	Classes Begin
November 5, 6	K-6 Parent-Teacher Conferences p.m. K-6 Students dismissed p.m.
Saturday, November 7	K-6 Conference Summary a.m. In-service p.m. 7-12 In-service all day
November 25	Close of school day, Thanksgiving vacation begins
November 30	Classes Resume
Saturday, December 19	Classes
December 23	Close of school day, Christmas vacation begins
January 4	Classes Resume
Saturday, January 23	Classes
February 3, 4, 5	Final exams AHS a.m. AHS students dismissed p.m.
February 4, 5	K-9 Classes a.m. All students dismissed p.m. Junior High In-service p.m. K-6 Parent-Teacher Conferences p.m.
February 5	First semester ends K-12
Saturday, February 6	Records Day, Elementary Music & P. E. Teachers In-service
February 8	Second semester begins

April 9	Good Friday vacation
April 12	Classes Resume
May 6, 7	K-6 Parent-Teacher Conferences p.m. K-6 students dismissed p.m.
May 8	K-6 Conference Summary a.m. In-service p.m. 7-12 In-service all day
May 31	Memorial Day
June 16, 17, 18	Final exams AHS a.m. AHS students dismissed p.m.
June 18	Second semester ends K-12
Saturday, June 19	Records Day

ALPENA COMMUNITY COLLEGE CALENDAR
1970-71

Tuesday, September 29	General Faculty Meeting 8:30 a.m.
Tues. & Wed., Sept. 29 & 30	Registration and Academic Advising
Thursday, October 1	Classes begin at 7:00 a.m.
Wednesday, November 25	Thanksgiving vacation begins at 4:00 p.m.
Monday, November 30	Classes resume at 7:00 a.m.
Wednesday, December 23	Christmas vacation begins at 4:00 p.m.
Monday, January 4	Classes resume at 7:00 a.m.
Friday, January 29	Classes end first semester
*Monday-Friday, February 1-5	Exams
Monday, February 8	Grades due by 9:00 a.m. In-service meetings Academic Advisory Committee meeting
Tuesday, February 9	Registration & General Faculty Meeting
Wednesday, February 10	Registration
Thursday, February 11	Classes begin at 7:00 a.m.
Thursday, April 8	Spring vacation begins at 4:00 p.m.
Wednesday, April 14	Classes resume at 7:00 a.m.
Monday, May 31	Holiday

Friday, June 4

Classes end

*Mon.-Fri., June 7-11

Exams

Monday, June 14

Grades due by 9:00 a.m.
General Faculty Meeting

Tuesday, June 15

Staff meetings

Wednesday, June 16

Graduation

***EXAMS TO BE HELD AT SCHEDULED TIMES ONLY
AND NOT DURING CLASS TIME.**

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