

MASTER AGREEMENT

Between the

ALBA PUBLIC SCHOOL DISTRICT BOARD OF EDUCATION

and

**THE ALBA
EDUCATION ASSOCIATION**

NMEA/MEA/NEA

1995 - 1998

TEACHERS

Alba Public Schools



AGREEMENT
between the
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and the
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1995 - 1998

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AGREEMENT AND RECOGNITION

This agreement entered into by and between the Board of Education of the Alba Public School District, hereinafter called the "Board" and the Northern Michigan Education Association/Michigan Education Association/National Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing quality education for the children of the Alba Public School District is their mutual aim and that the character of such education depends predominantly upon the quality of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in programs designed to improve educational standards, and

WHEREAS the Board has statutory obligations, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the Parties, following expanded and deliberate professional negotiations, have reached certain understanding which they desire to memorialize.

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

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, for all professional personnel, including personnel on tenure, probation, classroom teachers, and guidance counselors, but excluding supervisory and executive personnel and office and clerical employees. The term "teachers", when used herein after in this agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organizations other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given the opportunity to be present at such adjustments.
- C. The Association shall, on or before the second Friday after school begins, give written notice to the business office of its dues and those of NMEA, MEA, and NEA which are to be deducted in that school year under such authorizations. The amount of the deductions for these dues shall not be subject to change during that school year.

ARTICLE I
AGENCY SHOP

- A. Any teacher who is not a member of the Association in good standing or who does not make application for membership within 30 days from the date of commencement of teaching duties shall, as a condition of employment, pay as a Representative Benefit Fee to the Association an amount not to exceed the professional dues of the Association, to the extent permitted by law, provided however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding Article. The Board shall automatically withhold the Representative Benefit Fee through payroll deductions.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or applicable civil service laws and regulations.
- C. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
1. The employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- D. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and cost imposed by a final judgement of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE II
GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or the unfair application of any policy or regulations of the Board directly related to teaching terms and conditions, may be processed as a grievance as hereinafter provided.
- B. **LEVEL ONE:** In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal either personally or accompanied by his/her Association representative. The grievance

must be filed within fifteen (15) school days of the violation, misinterpretation or misapplication. School days shall not include scheduled vacation days or other unscheduled closures. However, grievances shall be processed over summer vacation.

- C. **LEVEL TWO:** In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at level one, or in the event that no decision has been rendered within fifteen (15) school days after the presentation of the grievance, he/she or the Association, may file the grievance in writing to the superintendent within five (5) school days after the decision at level one, or lack of thereof, at level one.

Within ten (10) school days, the superintendent, or the superintendent designee, shall meet with the teacher and/or the Association for the purpose of resolving the grievance, and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the teacher and the Association.

- D. **LEVEL THREE:** If the grievance is not settled at level two, it may be referred in writing to the Board of Education within five (5) school days after receipt of the decision in level two. The Board shall hold a hearing, or designate one or more of its members to hold a hearing, or otherwise investigate the grievance, or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at the level within twenty (20) school days to the board, or its representative, as it may authorize. Within twenty-five (25) school days after receipt of the grievance, the Board shall render a decision on the grievance and present it in writing to the aggrieved teacher, the Association, the principal/supervisor, and the superintendent.

- E. **LEVEL FOUR:** If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties can not agree as to the arbitrator, he/she shall be selected by the American Arbitration Association Proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to relay any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties agree that judgement thereon may be entered in court of competent jurisdiction.

- F. The cost of any arbitration under this Article shall be divided equally between the Board and Association.

- G. The grievance form shall be attached to the Master Agreement as Appendix D.

ARTICLE III
REDUCTION IN PERSONNEL, SENIORITY AND RECALL

- A. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the Board shall prepare a seniority list. Seniority is defined as length of CONTINUOUS service within the bargaining unit. All teachers shall be ranked on the list in the order of their effective date of employment (meaning the first day they actually worked). In the circumstance of more than one individual having the same effective date of employment, all individuals will be ranked, FIRST by their degree, ie. BA, MA, EDS, etc., NEXT according to the number of college semester credits they have accrued.
- B. The seniority list shall be published and posted conspicuously in all buildings of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- C. A teacher shall lose seniority rights if he/she retires, resigns, or is discharged for just cause or leaves the bargaining unit.
- D. A tenured teacher who is promoted or assigned to a supervisory or administrative position and is subsequently returned to a position in the Association, upon his/her return to the Association a tenured teacher will be restored to the contract rights which he/she would have achieved if he/she had remained in the Association providing he/she has been continuously in the employ of the Board.
- E. Seniority shall accrue for the teachers on various forms of leave as determined by this Agreement.
- F. TEACHER LAYOFF: In the event the Board decides to reduce the number of teachers through the layoff of employment, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the Board shall determine the order of the layoff, provided, however, such action shall not be contrary to the priorities established under the tenure act.
- G. ORDER OF REDUCTION: The order of reduction shall be:
- a. Temporary employees
 - b. Probationary employees according to qualifications and certification
 - c. Tenure teachers according to qualification, certification and seniority
- H. If for any reason the Board anticipates a reduction of staff for the following year, it shall, prior to taking formal action, consult with the EA to receive communications regarding priorities.

- I. In the event it becomes necessary to reduce the number of teachers through layoff, or to reduce the number of teachers in a given subject area, or consolidate positions, the Board shall determine the order of layoff provided; however, such action shall not be contrary to Section F. The Board shall give sixty (60) work days notice of layoff previous to the ending of the school year to the individual involved.
- J. No new teachers shall be employed by the Board while there are teachers of the bargaining unit who are laid off, unless there are no laid off teachers with proper certification to fill any vacancy which may arise.
- K. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. The teacher shall have the responsibility of notifying the Board of his/her intent to return within twenty (20) work days. It shall also be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recalls, or other notice to the teacher.
- L. If the Board commences annexation or consolidation procedures the union will be notified in advance and the Board will discuss and negotiate procedures for such a merger with the union.

**ARTICLE IV
BOARD RIGHTS**

- A. The Board on its own behalf and on the behalf of the electors of the district, hereby retain and reserve unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:
 - 1. To the Executive management and administrative control of the school system and its properties and facilities.
 - 2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continual employment or their dismissal or demotion; and to promote and transfer such employee.
 - 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for the students, all as deemed necessary or advisable by the Board.
 - 4. To decide the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers.
- B. The matters contained in this agreement and/or the exercise of such rights of the Board are not subject to further negotiations between the parties during the term of this agreement, unless by mutual consent.
- C. Nothing in this Master Agreement shall be construed to limit the powers and responsibilities conferred upon the Board or the superintendent under the laws of the constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the school code and the tenure law are preserved.
- D. The Board will attempt to prevent children from involvement in Association/Board controversies.
- E. The listing of specific management rights in this agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE V
TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher may join and support the Northern Michigan Education Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 of laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or other terms and conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance or proceeding under this Agreement or otherwise with respect to other terms and conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board.
- C. The Association shall have the right to use school classrooms and cafeterias without charge for professional meetings during those times when the building is regularly covered by custodial staff. Room clearance shall be made with the building principal involved and such meetings shall not interfere with regularly scheduled school activities or teacher responsibilities. Any extra maintenance or service costs incurred by such meeting will be paid by the Association.

- D. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communications shall be made available to the Association and its members. (Example: Bulletin board in the Teacher's Conference Room.)
- E. The Board agrees to furnish to the Association in response to reasonable request from time to time all available information as will assist the Association in developing intelligent, accurate and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- F. No teachers shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher unless the same shall adversely affect the student-teacher relationship.
- H. A teacher will have the right to review the contents of all records, excluding initial references, of the district pertaining to said teacher, originating after employment and to have a representative of the Association accompany him/her in such review.
- I. The Board shall provide at cost of the substitute to the Association two (2) days per school year of release time for the handling of Association business as deemed appropriate by the Association president. No more than one (1) teacher may be absent at any given time. Up to two (2) additional days may be requested subject to Board approval.
- J. DUE PROCESS AND PROGRESSIVE DISCIPLINE:
1. The Board agrees to adhere to the concepts of due process and progressive discipline which includes:
 - a. Discussion of problem with employee included in personnel file.
 - b. Verbal warning included in personnel file.
 - c. Written warning included in personnel file.
 - d. Suspension with pay until a special Board meeting can be scheduled.
 - e. Suspension without pay.
 - f. Dismissal.

2. The discipline imposed shall be appropriate to the severity of the offense.
3. If during a time limit of two (2) years from the last infraction there is no repeat occurrence of the problem, then the process shall start from the beginning, in the event that the problem reoccurred.

ARTICLE VI
POSTING OF VACANCIES

- A. A vacancy shall be defined as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.
- B. Whenever a vacancy arises or is anticipated, the Superintendent or his/her designee shall promptly notify the Association and post notices of same on bulletin boards in each school building for not less than one (1) week, seven (7) days, before the position is filled, and direct a copy of the posting by registered mail to each laid off teacher.
- C. Bargaining unit members shall be given first opportunity to bid on all vacancies for which certification can be met.
- D. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
 1. Teachers with specific interests in possible vacancies will notify in writing the Superintendent of their interest, during the last regular week of school and shall include a summer address.
 2. Should a vacancy occur, the teachers who have expressed interest in said position, or a similar position, shall be contacted by the Superintendent or his/her designee in writing and notified of the vacancy.
 3. The teachers so notified shall have the responsibility of contacting the Superintendent or his/her designee in writing, indicating their interest in said position within seven (7) days of receiving such notification.
- E. Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, should be sought through retraining of existing staff whenever possible.

ARTICLE VII
TEACHING CONDITIONS

- A. The Board recognizes that the availability of optimum school facilities for both students and teachers is desirable to insure

the high quality education that is the goal of the Board and teachers. The Board also recognizes that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.

B. The Board recognizes that appropriate materials and equipment should make better teaching possible. The Board agrees to strive to keep the school equipped and maintained. Faculty members will be invited to make recommendations regarding the selection of instructional materials and equipment.

C. The parties will confer from time to time for the purpose of improving the selection and the use of educational. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.

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

E. SCHOOL IMPROVEMENT PLANS:

1. It is mutually agreed and understood that the school district will be involved in school improvement plans, or other similar plans which may be known by various names.

2. Association bargaining unit members shall not be excluded from voluntary participation in school improvement or reform plans.

3. Final copies of all building level improvement plans will be made available to the Association President upon request.

F. Two Way Interactive Television: The parties agree that should two way interactive television be employed in the offering of instructional programming affecting working conditions that at the request of either party, negotiations will commence to seek a mutually agreeable provision for such service.

There shall be not reduction of positions, hours or pay as a direct or indirect result of a telecommunications system.

G. Least Restrictive Environment

1. While the parties acknowledge the policy of least restrictive environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an Individual Educational Planning Committee (IEPC) on an individual basis.

2. The parties recognize that whether any handicapped student's participation in regular education programming can be achieved satisfactorily will depend upon the multiplicity of factors including, among other things, proper planning and

coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel.

3. Every effort shall be made that each supported assistance shall be made available as needed.
4. Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited to participate in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom.
5. The district shall make reasonable efforts to support the receiving teacher with classroom materials and training as the district deems appropriate.
6. The administration shall make reasonable efforts to provide training to the teacher regarding the instruction and behavioral management of such special education students in the regular education classroom setting.

H. Medically Fragile

1. No bargaining unit member shall be required to provide school health services except in an emergency.

No bargaining unit member will be threatened, disciplined, reprimanded, punished, discharged or denied any professional advantage, directly or indirectly, by employer, its administrators, or representative, due in any way, to the bargaining unit member having: 1) filed a complaint under part 8 of the Michigan Special Education Rules or with the Office of Civil Rights (OCR), U.S. Department of Education; or 2) asserted his/her rights or those of a handicapped/nonhandicapped student with respect to the provision of school health services as provided for in this article or by law.

ARTICLE VIII PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this agreement are set forth in Appendix A which is attached to, and incorporated in, this agreement.
- B. Increments become effective at the beginning of each school year and advancement under the salary schedule shall be automatic as of the beginning of the school year following completion of required academic or professional courses.
- C. No new teachers shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university and a provisional, continuing or permanent teaching certificate.

- D. The Board may give up to five (5) years of outside experience. Those persons employed as of September 1, 1993 shall be exempt from this provision.
- E. The EXTRA DUTY pay schedule is set forth in Appendix C, which is attached to and incorporated in this agreement.
- F. Horizontal step advancement shall occur at which time the bargaining unit member acquires the necessary semester hour credits as shown by their transcripts. The salary improvement will be reflected on the earliest possible pay period thereafter.
- G. The Board, believing that continued study by its professional staff is an effective method of improving instruction, will aid professionals financially on credit courses taken beyond the Bachelor's degree.

Courses taken at state-supported accredited institutions in Michigan will be reimbursed at the rate of one-half (1/2) of the tuition charges of the institution offering the course. Out-of-state courses, taken at accredited institutions, will be reimbursed at the rate of one-half (1/2) of the tuition charge of the institution, but not to exceed one-half (1/2) of the tuition charge of Michigan State University. For courses to be reimbursed by the Board, the professional must be on a planned, approved program for an advanced degree. Courses will be reimbursed under this policy, upon prior approval of the Superintendent or his/her designated representative.

Courses not leading to an advanced degree will be reimbursed under this policy, upon prior approval of the Superintendent or his/her designated representative. If the course is not a part of an approved program, of an advance degree to gain approval the professional must state, in writing, the specific benefits, which will be derived from the course(s) to be taken. To receive reimbursement for the college credit, evidence of successful completion of work must be presented to the Superintendent. A transcript of credit will suffice as evidence.

Any Board required classes shall be paid at no expense to the teacher.

ARTICLE IX TEACHING HOURS

- A. Teachers shall be in their assigned building, available for duty, fifteen (15) minutes before the start of the school day, and shall also be in their assigned building, available for duty, until fifteen (15) minutes after their pupils have been dismissed for the day. It shall be the teacher's responsibility to advise the principal of his or her tardiness. The student school day shall be 8:13am to 3:05pm.
- B. Nothing herein shall prevent the administration from allowing a teacher to leave early in the event of an emergency or excusing a

teacher's tardiness without penalty in the event of an emergency.

- C. Attendance at professional staff meetings after school hours is mandatory for all teachers when such meetings are scheduled by the Board of Administration. These meetings will be held on a predetermined weekday, other the Friday, on a bimonthly basis. One week's notice shall be required for staff meetings except by mutual consent of those required to attend. Meetings shall not last longer than one (1) hour beyond the time students are dismissed, except by consent of those required to attend.
- D. The Board agrees that Parent/Teacher Conferences will be held during the following scheduled hours:
 - 1. Students attend school from 8:13am to 12:00 noon.
 - 2. Teacher's lunch from 12 noon to 1:00pm.
 - 3. Afternoon conferences from 1:00pm to 5:00pm.
 - 4. Teacher's dinner from 5:00pm to 6:00pm.
 - 5. Evening conferences from 6:00pm to 8:00pm.
 - 6. Conferences shall be held on a day mutually agreeable.
- E. One (1) day a month there will be a two (2) hour early dismissal at the end of the school day for the purpose of school improvement activity.
 - 1. Teachers shall provide an agenda to the Superintendent, one (1) week in advance.
 - 2. A written synopsis of the meeting shall be provided to the Superintendent within three (3) days after the meeting.
 - 3. These meetings are mandatory and teachers will be excused from attendance only in case of an emergency.
 - 4. Classes on affected days will be adjusted.

ARTICLE X TEACHING LOADS AND ASSIGNMENTS

- A. Each high school teacher shall have not less than one (1) preparation period per day of not less than a full class period.
- B. Each elementary teacher shall be scheduled a preparation period of two hundred forty (240) uninterrupted minutes per week. The two hundred forty (240) minutes will be flexible under extenuating circumstances.
- C. All teachers shall be entitled to a duty free, uninterrupted lunch period equivalent to a regular class period but in no event less

than thirty (30) minutes.

- D. The Board agrees to provide an employee for supervision of morning, noon and afternoon recess. Should the employee become ill on a particular day, teachers will be required to fill in. Should funding become unavailable and other revenues for securing a recess supervisor become exhausted, teachers will assume recess supervision responsibilities.
- E. Elementary teachers will receive \$49.00 per student, for each student over 22, according to the February 4th Friday count, per year. High school teachers will receive \$7.00 per student, per year, for every student over 154.
- F. Since teacher attendance at school functions is of the utmost importance to students, teachers are encouraged to attend functions which they are sponsoring or in which their students are involved.

ARTICLE XI COMPENSABLE LEAVE

- A. The computation of a teachers daily wage will be based on a school year of 183 duty days being divided into the salary of the teacher.
- B. Within the limits as specified below, pay for leave time will be provided by the Board. The primary concern is for periods of personal illness, however, in appropriate circumstances, bereavement, personal business and emergencies shall constitute legitimate use of compensable leave.
- C. Three (3) days may be used for personal purposes. Teacher's request must be made at least twenty-four (24) hours in advance of anticipated personal day except in cases of emergency.
- D. A maximum of five (5) days per school year may be used for a death in the immediate family defined as: spouse, father, father-in-law, mother, mother-in-law, sister, brother, children or grandparent. (Exceptions will be considered.)
- E. Any of the ten (10) sick days remaining at the end of the school year shall accumulate from year to year until one hundred (100) days have accrued. Any teacher who teaches less than a full daily schedule shall have sick days prorated on a fractional basis. These one hundred (100) days shall be placed in a sick bank for the individual teacher to use in case of illness.
- F. The teacher may use all or any portion of his/her sick days to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery.
- G. A schedule of accrued sick days shall be prepared and distributed by Administration by October 15 of each year.

ARTICLE XII
LEAVE OF ABSENCE

- A. Leave of absence with pay chargeable against the teacher's sick day allowance may be granted for the following reasons:
1. When an emergency illness in the immediate family (defined as spouse and children) requires a teacher to make arrangements for necessary medical or nursing staff. (Exceptions will be considered.)
 2. The need to conduct personal affairs that can not normally be handled outside school hours such as medical and dental appointments.
- B. Leaves of absence with pay not chargeable against the teacher's sick days:
1. A teacher called to jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and pay received for the performance obligation.
 2. Teachers may be granted a leave of absence for administration approved meetings, clinics, workshops, curriculum studies or other conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the Administration.
 3. Written applications for professional leave are to be submitted to the Administration for approval at least one (1) week in advance.

ARTICLE XIII
LEAVE OF ABSENCE WITHOUT PAY-NO INCREMENT

- A. Following six (6) years of service, a leave of absence for one (1) year without pay shall be granted upon written application for the following purposes. No more than one (1) teacher per year will be allowed a leave of absence. Seniority will determine leave of absence if two (2) teachers apply in a given year.
1. Study related to the teacher's licensed field.
 2. Study to meet eligibility requirements for a teaching certification other than held by the teacher.
 3. Study, research or special teaching assignments involving probable advantage to the school system. The regular salary increment occurring during the leave shall be allowed.
 4. Other reasons for leave, such as extended family circumstances and education travel, shall also be granted by the Board.

- B. Any teacher whose personal illness or disability extends beyond the period compensated under Article XI, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability. Upon return from leave, said teacher will be required to produce a release form from his/her physician and the teacher shall be assigned to the same position or a substantially equivalent position.
- C. Family and medical leave in accordance with the Family and Medical Leave Act of 1993. This section shall not be construed as limiting the right of a teacher to elect and the right of the Board to require a teacher to substitute paid leave for unpaid leave in accordance with section 102, (c) (2) of the aforementioned legislation.

**ARTICLE XIV
CHILD CARE LEAVES**

- A. A leave of absence for up to one (1) year without pay shall be granted for a child care or adoption leave. Written application for such leave shall be received by the Superintendent no later than thirty (30) days prior to the effective date of the commencement of the leave.
- B. When a teacher intends to return to work at the beginning of the school year following a leave, written notice must be given to the Superintendent no later than March 1st of the preceding year.
- C. Upon return from leave, the teacher will receive his/her former position or one which is equivalent and for which he/she is qualified.

**ARTICLE XV
TEACHER EVALUATION**

- A. The purposes of evaluation include, but are not limited to, the improvement of instruction and the fulfillment of the obligations of the Board of Education under the teacher tenure act.
- B. The role of the evaluator includes providing the evaluated teacher with information and comments in order to:
 - 1. Identify and reinforce areas of competence and strengths,
 - 2. Identify areas of needed growth,
 - 3. Assist in setting goals,
 - 4. Make suggestions for improvements.
- C. Probationary Teachers:
 - 1. Probationary teachers will be evaluated each year of their probation.

- a. The Board will ensure that the teacher is provided with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher; and
- b. The Board will ensure that the teacher is provided with at least one (1) performance evaluation each year during the teacher's probationary period, including and annual year end performance evaluation; and
 1. The annual year end performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations for a class period or its equivalent held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the Administration; and
 2. The performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his/her Individualized Development Plan (IDP).
2. Failure of the school district to comply with any of Section 1, with respect to and individual probationary teacher in a particular school year, is conclusive evidence that the teacher's performance for that school year was satisfactory.

D. Tenured Teacher:

1. The Board will ensure that a teacher on continuing tenure is provided with a Performance Evaluation at least once every three (3) years; and
 2. If the teacher has received a less than satisfactory performance evaluation, the teacher will be provided with an Individualized Development Plan (IDP) developed by appropriate administrative personnel, in consultation with the individual teacher.
 3. The performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations conducted during the period covered by the evaluation and, if the teacher has an Individualized Development Plan (IDP), shall include at least an assessment of the teacher's progress in meeting the goals of his/her Individualized Development Plan (IDP).
 4. Failure of the school district to comply with any of the above sections concerning tenured teachers, with respect to an individual teacher in a particular three (3) year period is conclusive evidence that the teacher's performance for that period was satisfactory.
- E. The evaluation form shall be attached as Appendix E.

F. Mentor Teachers:

1. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the school code and shall perform the duties of a master teacher as specified in the code.
2. Each bargaining unit member in his/her first three (3) years of employment shall be assigned a mentor teacher by the administration. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a nonthreatening collegial fashion.
3. Participation as a mentor teacher shall be voluntary.
4. If no teacher(s) volunteer to be mentors, the administration shall assign a teacher as mentor or shall hire someone from outside the district.
5. Every effort will be made to match mentor teachers and probationary teachers who work in the same building and have the same area of certification or work assignment.
6. A probationary teacher shall only be assigned to one (1) mentor teacher at a time.
7. Subject to renewal each year, the mentor teacher assignment shall be for one (1) year and will be reviewed by the school district each year with input from the mentor and the probationary teacher.
8. Upon request, the administration shall make available, when possible, reasonable release time so that the mentor teacher may work with the probationary teacher in his/her assignment during the regular work day.
9. Probationary teachers shall be provided with professional development instruction as required by law.
10. Mentor teachers shall be paid \$500.00.

ARTICLE XVI
PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teacher recognizes that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his/her principal the names of any students who, in the opinion of

the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs assistance.

- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designee. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with any incident by law enforcement and judicial authorities. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- C. If a complaint is lodged with the Board or its designee by a parent concerning any action taken by a teacher, the Superintendent will notify the teacher of such complaint. The following steps will be taken:

1. A meeting will be held between the teacher and parent at the earliest possible time.
2. If the complaint is not resolved at the original meeting, a conference will be scheduled, as soon as possible and practical between the teacher, Superintendent and parent.
3. If still unresolved, the matter shall be brought to the Board for its investigation and final action.
4. No written notice of any complaint directed toward a teacher shall be placed in any teacher's personnel file without the teachers knowledge. Copies of all such dated notices shall be provided to the teacher for signature within a reasonable period of time.

The teacher may provide a written statement of the matter, within ten (10) school days from the date of notice. The Superintendent is urged to call such matters to the teacher's attention whenever they occur or whenever a problem seems to be developing.

- D. No written complaint against a teacher will be acted upon unless said complaint is in writing and bears the signature of the complainant.
- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable for damage or loss to person or property except in the case of gross negligence or neglect of duty.

ARTICLE XVII MISCELLANEOUS PROVISIONS

- A. During inclement weather, or when schools are closed for any reason, teachers will not be required to report for duty.

1. It is the intent of the Alba Public School system to provide 180 days of instruction with 183 teacher days. However, the first two (2) days lost due to inclement weather shall be dropped and any additional lost days shall be added to the end of the school calendar.
- B. One (1) day or more shall be allowed at the end of each semester for marking, grading and recording school report cards and records.
- C. If any provisions of this Agreement or any application of the Agreement to any employees shall be found contrary to law, then such provisions or applications 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.
- D. All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.

This Agreement shall not be interpreted or applied to deprive teachers of professional advantage heretofore enjoyed unless expressly stated herein. This Agreement shall also not be interpreted to prohibit the Board from making program cuts should economic shortage or declining enrollment occur.

- E. In the event of a teacher absence, the Superintendent or designee shall have the responsibility of arranging for and contracting a substitute teacher for that day or days.
- F. The Board may require, once during the school year, a physician's statement, or at its expense, employ a physician and/or psychiatrist to conduct an appropriate examination to determine an employee's fitness.

Each teacher will furnish a report certifying he/she is free on tuberculosis as a condition of employment. The exam must have taken place within nine (9) months prior to the first day of school. (A negative skin test or x-ray is satisfactory.)

A certification of fitness, if required, and T.B. tests will be filed in the teacher's personnel file and are to be submitted within two (2) weeks after the opening of school.

ARTICLE XVIII NEGOTIATING PROCEDURE

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern of the parties shall be subject to

professional negotiations between them from time to time, during the period of this Agreement, upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district. It is recognized that no final agreement between parties may be executed without ratification by a majority of the Board of Education and by a majority of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

1995/96 SALARY SCHEDULE - 4% Increase

	BA	BA + 15	MA	MA + 8	MA + 15
	=====	=====	=====	=====	=====
1	19,482	20,227	20,967	21,366	21,715
2	20,299	21,075	21,846	22,261	22,625
3	21,149	21,958	22,761	23,193	23,574
4	22,036	22,878	23,715	24,165	24,562
5	22,959	23,837	24,709	25,177	25,590
6	23,921	24,835	25,744	26,233	26,662
7	24,924	25,876	26,823	27,332	27,779
8	25,968	26,960	27,947	28,477	28,944
9	27,056	28,089	29,118	29,670	30,157
10	28,189	29,267	30,338	30,914	31,420
11+	29,371	30,493	31,609	32,209	32,736

1996/97 SALARY SCHEDULE - 4% Increase

	BA	BA + 15	MA	MA + 8	MA + 15
	=====	=====	=====	=====	=====
1	20,261	21,036	21,806	22,221	22,584
2	21,111	21,918	22,720	23,151	23,530
3	21,995	22,836	23,671	24,121	24,517
4	22,917	23,793	24,664	25,132	25,544
5	23,877	24,790	25,697	26,184	26,614
6	24,878	25,828	26,774	27,282	27,728
7	25,921	26,911	27,896	28,425	28,890
8	27,007	28,038	29,065	29,616	30,102
9	28,138	29,213	30,283	30,857	31,363
10	29,317	30,438	31,552	32,151	32,677
11+	30,546	31,713	32,873	33,497	34,045

1997/98 SALARY SCHEDULE - 4% Increase

	BA	BA + 15	MA	MA + 8	MA + 15
	=====	=====	=====	=====	=====
1	21,072	21,878	22,678	23,109	23,487
2	21,955	22,795	23,629	24,077	24,471
3	22,875	23,750	24,618	25,086	25,498
4	23,834	24,745	25,650	26,137	26,566
5	24,832	25,782	26,725	27,231	27,678
6	25,873	26,862	27,845	28,374	28,838
7	26,958	27,987	29,012	29,562	30,046
8	28,087	29,160	30,227	30,801	31,306
9	29,264	30,381	31,494	32,091	32,618
10	30,489	31,655	32,814	33,437	33,984
11+	31,768	32,981	34,188	34,837	35,407

LONGEVITY

1995/96 = 8% INCREASE
 1996/97 = 4% INCREASE + 200
 1997/98 = 4% INCREASE + 200

APPENDIX B
HEALTH INSURANCE

A. The Board shall provide, without cost to the bargaining unit member, MESSA Super Care 1 Pak, for the life of this contract, for the employee and his/her entire family and any other eligible dependents as defined by MESSA (See Appendix B). The Board will pay up to \$100.00 for family deductible per year, and up to \$50.00 for a single subscriber deductible per year. The Board will also pay the difference in prescription co-pay with the bargaining unit member being reimbursed after accumulating receipts totaling \$10.00.

B. All receipts will be collected by a designated bargaining unit member, who will be responsible for turning those receipts into the appropriate business office person designated by the Superintendent. For reimbursement, all receipts must be submitted to the business office ten (10) working days prior to the next regularly scheduled Board meeting and the checks for those receipts will be given the day after the Board meeting.

C. Health Insurance/MESSA PAK

The Board agrees to provide without cost to the bargaining unit member, for a full twelve month period for the employee and his/her eligible dependents, including sponsored dependents, as defined by MESSA and its underwriters, the following options:

PLAN A MESSA SCI HEALTH CARE

LTD 66-2/3, 2500/mo. MAX, ALC/DRUG - 2 years

Mental/Ner. same as other illness

Delta Dental Plan D - 004 60/60/60% - \$1,000 Ortho max

Neg. Life \$20,000 (AD&D)

Vision VSP II

PLAN B

LTD - Same

Delta Dental Plan A - (Mod)/006 - 75/60/75% - \$1,200 Ortho Max

Neg. Life \$30,000 (AD&D)

Vision VSP III

D. Employees on Plan B of the MESSA Pak shall apply up to the amount of SUPER CARE I Single Subscriber premium toward purchase of MESSA variable options or MESSA annuities. Any amount exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium or subsidy amount change for the group.

E. All fringe benefits shall be prorated for part-time employees covered by this Agreement. For instance, a half-time employee shall be eligible for one-half the dollar value of the fringe benefits for which he/she would be eligible if he/she were a full-time employee.

APPENDIX C
EXTRA DUTY PAY

Extra duty assignments shall be entered into between the Board and the teachers on an annual basis. These assignments will be made annually at the discretion of the Board. Salaries for these assignments shall be determined according to the following percentages of the base B.A. pay specified within this contract.

Cheerleading	5.0%
Girls and Boys Varsity Basketball	9.0%
Boys Assistant Basketball	4.5%
Girls Assistant Basketball	4.5%
Jr. High Girls Basketball	4.5%
Jr. High Boys Basketball	4.5%
Baseball	4.0%
Softball	4.0%
Track	4.0%
Varsity Volleyball	7.0%
Skiing	\$8.00/trip
7th-8th Grade Sponsor	0.5%
9th Grade Sponsor	1.0%
10th Grade Sponsor	1.0%
11th Grade Sponsor	1.0%
12th Grade Sponsor	2.0%
Transportation Allowance	\$.18/mile
Cross Country	4.0%
Yearbook Advisor	6.0%
School Musical	3.0%

OM Advisor - 2%

Grievance # _____
_____ School District

Distribution of forms:

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate

Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature Date

C. Disposition of Principal: _____

Signature Date

D. Disposition of Grievant and/or Association: _____

Signature Date

If additional space is needed in reporting Section B of Step I,
attach_an_additional_sheet.

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Association: _____

Signature

Date

STEP III

A. Date Submitted to Board of Education: _____

B. Disposition of Board of Education or Designee: _____

Signature

Date

STEP IV

A. Date submitted to Arbitration: _____

B. Disposition & Award of Arbitrator: _____

NOTE: ALL PROVISIONS OF ARTICLE _____ OF THE AGREEMENT DATED _____, 19____, WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

ALBA PUBLIC SCHOOLS

TEACHER EVALUATION FORM

TEACHER'S NAME:

DATE:

SUBJECT:

EVALUATOR:

The evaluator will comment in each of the areas on the following pages if applicable. Each formal evaluation will be based on a minimum of at least three visits to the classroom and ninety minutes in the classroom.

CORRECT GRAMMAR

PLANNING AND PREPARATION

ENTHUSIASM

RAPPORT WITH STUDENTS

PUPIL-MANAGEMENT

EARNS RESPECT

PEER RELATIONSHIPS

TEACHER-ADMINISTRATION RELATIONSHIP

AIDS THE ADMINISTRATION IN ENFORCING THE RULES OF THE SCHOOL

PROVIDES FOR STUDENT INPUT

CLASSROOM APPEARANCE

BEING ACTIVE IN EXTRA-CURRICULAR ACTIVITIES

VARIETY OF TEACHING TECHNIQUES

USAGE OF VARIETY OF MATERIALS

PROFESSIONAL ATTITUDE

ABILITY TO MOTIVATE

MEETING INDIVIDUAL NEEDS

PARENT-TEACHER RELATIONSHIPS

GIVES DIRECTIONS CLEARLY

FLEXIBILITY

ACCEPTS IDEAS AND CRITICISM

MAKES CLASS INTERESTING

STUDENT EVALUATION

CONTROLLING EMOTIONS

CONSISTENCY

SUMMARY

I have read the preceding comments in this evaluation instrument and have discussed them at a meeting with the evaluator.

TEACHER

ADMINISTRATOR

DATE

Each evaluation shall be summarized by the following:

All things having been considered, the performance of the
teacher _____ satisfactory

_____ unsatisfactory

One of the items must be checked by the evaluator and shall appear on the evaluation form found in Appendix F.

SECTION 25 - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1995, and remain in effect until August 31, 1998.

By David V. Bennett
Chairperson

By [Signature]
President

By Dave Bowman
NMEA Staff Director

By [Signature]
Vice President

By [Signature]
Chief Spokesperson

By Cherie A. Beckner
Secretary

By William H. Johnson
Chairperson/Neg. Committee

By [Signature]
Treasurer

By [Signature]
Trustee

By [Signature]
Trustee

By _____
Trustee

