

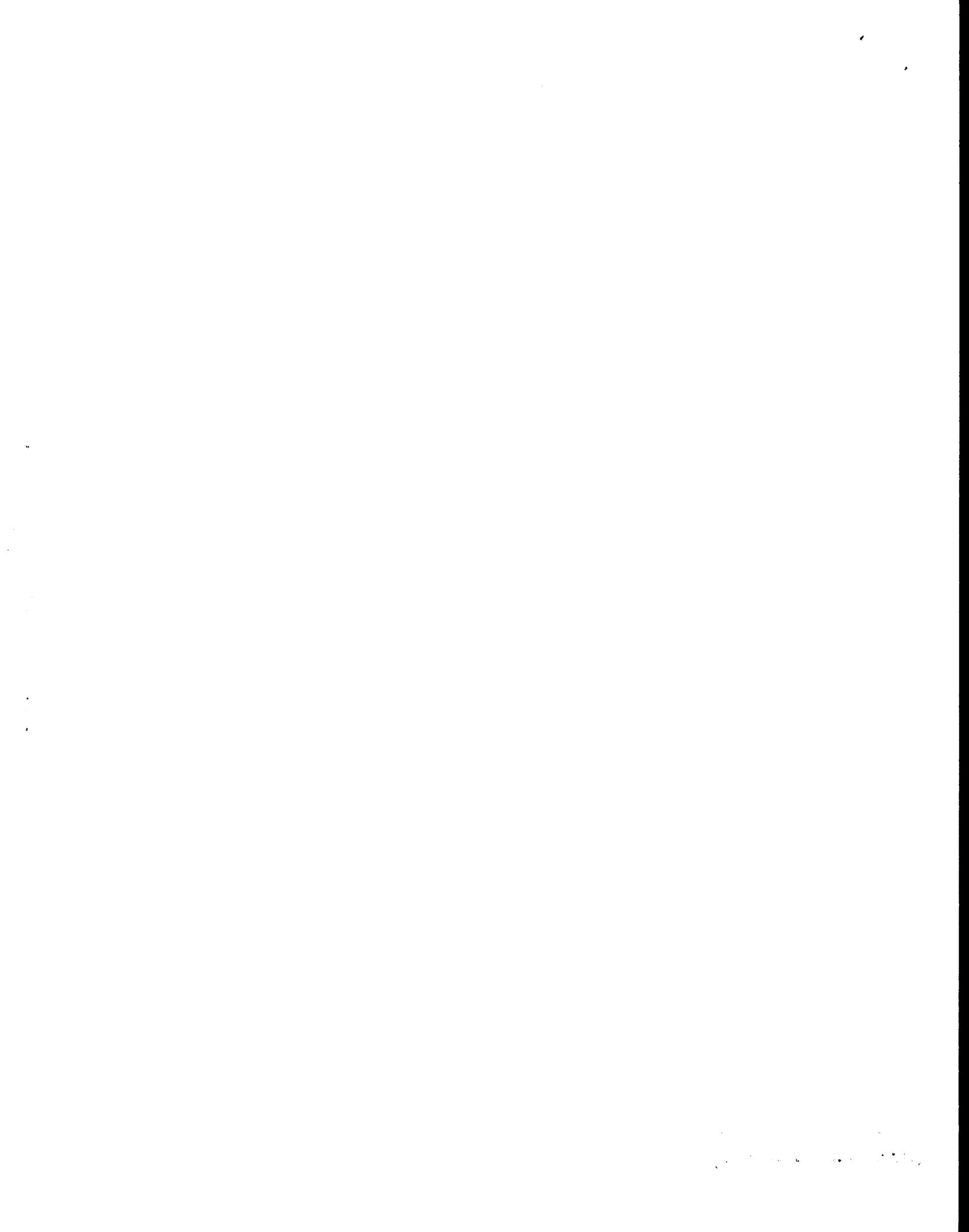
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4/30/98

1997-98
(Revised to include Alma Adult Education)

MASTER CONTRACT
ALMA EDUCATION ASSOCIATION
AND
ALMA BOARD OF EDUCATION

Alma Public Schools



MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - TEACHER RIGHTS AND RESPONSIBILITIES	1
ARTICLE 3 - ASSOCIATION RIGHTS AND RESPONSIBILITIES	2
ARTICLE 4 - BOARD RIGHTS AND RESPONSIBILITIES	2
ARTICLE 5 - ACADEMIC FREEDOM	2
ARTICLE 6 - ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION	3
ARTICLE 7 - TEACHING HOURS AND CLASS LOAD	3
ARTICLE 8 - CLASS SIZE	5
ARTICLE 9 - TEACHING CONDITIONS	5
ARTICLE 10 - STUDENT DISCIPLINE AND TEACHER PROTECTION	6
ARTICLE 11 - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS	7
ARTICLE 12 - STUDENT TEACHING ASSIGNMENTS	8
ARTICLE 13 - TENURE EVALUATION	9
ARTICLE 14 - OPEN POSITIONS, VACANCIES AND TRANSFERS	9
ARTICLE 15 - LAYOFF AND RECALL	11
ARTICLE 16 - CONTINUITY OF OPERATIONS	12
ARTICLE 17 - LEAVES - GENERAL PROVISIONS	12
ARTICLE 18 - SICK LEAVE	12
ARTICLE 19 - FUNERAL LEAVE	13
ARTICLE 20 - BUSINESS LEAVE	13
ARTICLE 21 - COORDINATED LEAVES	14
ARTICLE 22 - MILITARY SERVICE	14
ARTICLE 23 - UNPAID LEAVES	14
ARTICLE 24 - SPECIAL LEAVES	15
ARTICLE 25 - PROFESSIONAL COMPENSATION	15
ARTICLE 26 - HEALTH BENEFITS	18
ARTICLE 27 - DENTAL/VISION BENEFITS	19

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

ARTICLE 28 - LIFE INSURANCE	19
ARTICLE 29 - LONG-TERM DISABILITY	20
ARTICLE 30 - RETIREMENT/DEATH BENEFIT	20
ARTICLE 31 - SCHOOL CALENDAR AND MISCELLANEOUS	20
ARTICLE 32 - GRIEVANCE PROCEDURE	22
ARTICLE 33 - NEGOTIATION PROCEDURE	24
ARTICLE 34 - EXTENT OF AGREEMENT	25
ARTICLE 35 - DURATION OF AGREEMENT	25
APPENDIX A - SCHEDULE A	27
APPENDIX B - SCHEDULE B	31
APPENDIX C - SCHEDULE C	33
APPENDIX D - 1997-98 ALL DISTRICT CALENDAR	35
APPENDIX E - GRIEVANCE FORM	40

ARTICLE 1 - RECOGNITION

A. The board recognizes its statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the association as the representative for its bargaining unit members with respect to rates of pay, wages, hours of employment, terms and other conditions of employment. The board recognizes the association as the exclusive and sole bargaining representative for all regular and part-time certified teachers employed by the board, excluding the superintendent, assistant superintendents, principals, assistant principals, business manager, director of community education, adult basic education personnel, school nurse, athletic director, vocational director, temporary employees and other supervisory or administrative positions as set forth by the board.

1. The term "board" as used in this agreement shall mean the Alma Board of Education.
2. The term "association" as used in this agreement shall mean the Alma Education Association.
3. The term "teacher" when used hereafter in the agreement shall refer to all employees represented by the association in the bargaining unit as above defined. "Teacher" and "bargaining unit member" are synonymous.
4. The term "school district" and/or "Alma Public Schools" as used in this agreement shall mean the Alma Public Schools, Alma, Michigan.

B. The board agrees not to negotiate with any teachers' organization other than the association for the duration of this agreement.

ARTICLE 2 - TEACHER RIGHTS AND RESPONSIBILITIES

A. Nothing contained herein shall be construed to deny or restrict a teacher any rights they may have under the Michigan General School Laws or applicable laws and regulations. The rights granted to teachers in this contract shall be deemed to be in addition to those provided by the laws of the State of Michigan and the written policy of the Board.

B. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in negotiation. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board with the Association undertakes and agrees that it will neither directly nor indirectly discourage, coerce or deprive any teacher of the enjoyment of any rights conferred by Act 379 or other laws of Michigan or by the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership or non-membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or any written Board policy.

C. The provisions of this Agreement and the wages, hours, and terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to achieve full equality of educational opportunity for all pupils.

D. Each teacher shall have the right, upon request, to review the contents of their own personnel file other than credentials and recommendations from previous employers. A representative of the Association may, at the teacher's request, be present at the review.

E. All teachers will assume responsibility for discipline in all school areas and when acting in any school sponsored function.

F. A teacher shall be entitled, at the teacher's request, to have present a representative of the Association when being reprimanded, disciplined, reduced in rank or compensation. Any disciplinary action taken against a teacher shall be with just and proper cause. Information forming the basis for disciplinary action shall be made available to the teacher upon their

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

request. Corrective discipline will generally be implemented sequentially (least severe to most severe). (Reference: Board Policy GBCC-R3) Initial discipline may begin at any step depending on the nature and severity of the infraction.

G. As soon as possible after disciplinary action has taken place, a teacher shall be informed in writing of the disciplinary action.

ARTICLE 3 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Association and its members shall have the right to use school buildings at all hours agreed upon by the Association and superintendent or his/her designee for meetings. Bulletin boards in teachers' lounges and/or other established media of communication shall be made available to Association members. Official Association materials to be posted shall be signed by the appropriate Association officer.

B. The Board agrees to make available to the Association, upon request, copies of such reports as it may have concerning the financial resources of the district.

C. The Association may use its agents to give advice and counsel concerning any articles of this Agreement.

ARTICLE 4 - BOARD RIGHTS AND RESPONSIBILITIES

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations. It is expressly agreed that all rights, powers and authority which ordinarily vest in and have been or will be exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board and its agents. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the schools' business.
2. Continue its rights of assignment and direction of work of all its personnel.
3. The right to direct the working forces, including the right to hire, promote, suspend, discharge, transfer, and lay off employees, and determine the size of the work force.
4. Determine services, supplies, and equipment necessary.
5. Adopt rules and policies and regulations.
6. Determine qualifications of employees.
7. Determine the number and locations or re-locations of its facilities.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its function, and authority.

B. The exercise of the foregoing rights shall be limited only by the specific and express terms of the Agreement and then only to the extent such terms hereof are in accordance with the Laws and Constitution of the State of Michigan and the Law and Constitution of the United States.

ARTICLE 5 - ACADEMIC FREEDOM

A. The Board of Education by law is responsible for establishing the school curriculum and program of instruction. All course offerings shall be taught on the basis of Board approved objectives. Teachers are encouraged to make recommendations regarding objectives, materials and methods used for instruction of students.

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

- B. The Board gives the teaching staff reasonable latitude to develop lesson plans and instructional strategies to accomplish course objectives, provided they fall within the expectations of the community and Board of Education.
- C. The Board and Association recognize that to maximize student academic achievement, the home and school must work cooperatively together.

ARTICLE 6 - ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION

- A. Each teacher shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the association or pay to the association the service fee allowed by law. The teacher may authorize payroll deduction for such fee. In the event that the teacher shall not pay such service fee directly to the association or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the association, deduct the service fee from the teacher's wages and remit same to the association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each teacher. Monies so deducted shall be remitted to the association or its designee, no later than twenty (20) days following deduction.
- B. Within 30 days of hiring a bargaining unit teacher, the name of the teacher shall be sent to the association.
- C. The Association shall also certify to the Board at the beginning of each school year the amount of the monthly representation service fee to be deducted, which amount shall be directly attributable to the costs of collective bargaining representation, contract administration and grievance adjustment but not more than the amount of dues uniformly required of members of the Association. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the legitimacy of such a deduction, the deduction shall be discontinued until a determination of the legitimacy of the deduction has been adjudicated to finality in the proper administrative and/or judicial forums.
- D. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason of action by the board for the purpose of complying with this article. It is specifically and expressly agreed that any payment for the specified reason shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article.
- E. Long-term substitute teachers shall work sixty (60) days before any association dues or service fees to the association are deducted.

ARTICLE 7 - TEACHING HOURS AND CLASS LOAD

A. Teacher Work Day/Work Year

It is recognized that the teacher's work obligation goes significantly beyond the time spent in actual classroom instruction. In addition to and in support of their classroom obligations, teachers: grade student assignments and exams; meet with parents, students, and others in addressing particular needs; participate in various planning activities in their buildings; and perform other tasks which may be necessary to effective delivery of instruction. Flexibility is given to teachers in meeting these obligations.

It is understood that the best decision making process at the building and district levels is through a broad base of participation to create a high level of collaboration. Failure to participate will not inhibit the opportunity or responsibility of the Board and/or administration to make policy, program, or operational decisions.

Within this framework, the following specific provisions apply:

1. The minimum on-site work day shall encompass six hours and fifty minutes of duty time and the work year shall include one hundred eighty-three (183) work days. The work year shall include up to nine hundred forty-five (945) classroom student contact hours at the elementary and middle school levels and up to nine hundred (900) classroom student contact hours at grades 9 through 12. Additionally, the work year shall

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

include evening duty time for orientation, open houses, parent-teacher conferences, and other activities as required by this contract.

2. In establishing building and individual work schedules, the following considerations shall apply:
 - a. Daily schedules shall allow a minimum duty free break of thirty minutes for lunch.
 - b. Weekly schedules shall allow for two hundred twenty-five (225) minutes for conference, planning, and preparation.
3. Any teacher desiring to leave their assigned building prior to the completion of their daily schedule, shall first secure permission of their immediate supervisor or designee.
4. Teachers are expected to attend parent conferences and IEPC's scheduled by their supervisor(s); these conferences should begin no later than 4:00 p.m.
5. Non-teaching professional personnel covered by this contract shall have professional obligations comparable in scope to those of classroom teachers.

B. On days when school is delayed, teachers report by 10:15 a.m.

C. Teachers of grades Young 5s through Kindergarten shall have two (2) fifteen minute duty-free recess periods per day. Teachers of grades 1 through 4 shall have one (1) fifteen (15) minute duty free recess period per day.

D. Absences, including the absence of an elementary art, music, or physical education teacher, requiring coverage, of which the administration has received adequate notice, will be covered by substitutes, except where none can be obtained and the lack is beyond the control of the administration. In such cases, the teacher assigned the responsibility shall receive \$20.00 per class period (one-half period to full period), and \$10.00 for up to a half a class period covered. This compensation being in addition to said teacher's contracted salary.

E. The principal shall have the authority to make temporary assignments of any teacher if an absence arises within the regular working day. In such cases the teacher assigned an extra load shall receive compensation as outlined in Section D. (Article 7-Section E does not apply to Alma Adult Education)

F. Assignments in addition to teaching a normal teaching schedule during the regular school year, including such things as driver education, extra duties enumerated in Schedule B and summer school courses, shall not be obligatory but shall be with the consent of the teacher. When all qualified teachers, as determined by the Board, refuse such an assignment for reasons other than illness or temporary physical disability, as determined by the Board, forcing the Board to hire outside the bargaining unit, the position so filled shall be removed from coverage under this contract and not subject to any of its terms or conditions. If a person is hired by the Board outside the bargaining unit, they shall hold the position until they are terminated by the Board, at which time that position shall be re-established as a Schedule B item.

G. Extracurricular Assignments

Teachers in grades 5-12 will be responsible to cover three (3) extracurricular events per year within their building. Each teacher will be afforded the opportunity to volunteer for those assignments they wish to cover. Teachers working additional events on a voluntary basis will be paid \$10.00 per event. Those teachers with previous experience in an area will receive preference over a person without experience when more than one teacher volunteers for a specific position. Assignments may be made by the principal to cover those positions for which volunteers cannot be found. These will be made as fairly and as equitably as possible. High school athletic requirements will be excluded from the extracurricular list. Those high school teachers assuming class advisor positions or sponsors for approved organizations shall have met the requirements of this article. Elementary teachers (K-4) shall meet those extra duty needs and assignments as has been the practice in the past. (Article 7-Section G does not apply to Alma Adult Education)

H. All teachers shall receive a pass which shall admit the teacher and one other person to all athletic events sponsored by Alma Public Schools.

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

I. Alma Adult Education teachers will work a minimum of 183 days a year and 990 student contact hours; the schedule will be based on past practices* and state requirements.

a. In addition to the work year, duty time will include student activities, individual one-on-one work with students, staff meetings, student and/or parent conferences, professional duties, and other activities.

b. Teacher absences which are covered by other teachers will be compensated at the rate of \$20 for a one-hour class, or \$50 for a 2-1/2 hour class. This compensation will be in addition to said teacher's contracted salary.

c. Alma Adult Education teachers are eligible to apply for Schedule B positions.

d. Extra Curricular Assignments. Because of the small size of the school, Alma Adult Education teachers are encouraged to take part in all school activities if possible. Three activities are required. For any additional activities, a total of \$20/year will be paid.

* Whenever the words "past practice" are used in connection with adult education programs, the intent is to use that reference for the 1996-97 school year only.

ARTICLE 8 - CLASS SIZE

A. Grades Y-5s - 4 -- If two weeks from the school starting date the teacher-pupil ratio exceeds the number stated in the contract, a half-hour of aide time per child per day overload will be provided. The Board may provide extra staff or materials in a particular building or classroom for the purpose of improving the learning process.

Y-5's	15 - 1
K-2:	26 - 1
3-4:	28 - 1

Class size will be determined on a home room basis.
(Article 8-Section A does not apply to Alma Adult Education)

B. Grades 5 - 12. With the exception of physical education, band, and music, the average pupil/teacher ratio shall not exceed 28:1 without extra compensation to the teacher. (Average pupil/teacher ratio shall be decided by dividing the total number of students taught in the day by the number of periods taught per day.) This determination shall be made as of the 4th Friday count day. In the event the average pupil/teacher ratio exceeds 28:1, the teacher shall be paid an extra \$3.00 per pupil per day. (Example: If ratio was 28.5, the teacher would receive $\$3.00 \times .5 \times 180 = \270.00) (Article 8-Section B does not apply to Alma Adult Education)

C. Grades 5 - 12. No class, with the exception of physical education, music, co-op, and band, will exceed 36 students without the teacher's permission. In the event the teacher agrees to take an extra student(s) beyond the 36, that teacher would be paid an extra \$1.00 per student day. (Article 8-Section C does not apply to Alma Adult Education)

D. Alma Adult Education will continue past practices and will have no additional compensation for additional students in class.

ARTICLE 9 - TEACHING CONDITIONS

A. Teachers in instructional areas that require special uniforms or protective garments may request in writing to the principal, not more than two suitable garments, to be paid for and cleaned when needed by the Board.

1. Undergarments, footwear, head or hand gear are not deemed essential parts of the uniform.
2. The garments shall be replaced upon presentation of evidence to principal that the garment has been worn out or destroyed. All remain property of Alma Public Schools.

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

3. These garments shall be worn only on the job.
 4. Exceptions will be made with the recommendation of the building principal and approval of the superintendent.
- B. The Board shall make available in each school building rest room and lavatory facilities and a lounge for staff use. No smoking will be permitted in these facilities and lounges. It is not required that a lounge be provided for Alma Adult Education staff.
- C. Telephones will be available for staff use in each building. Location of the phone will be determined by the principal with the approval of the building AEA representative.
- D. Adequate off-street parking facilities shall be provided, properly maintained and identified for staff and visitor use.
- E. Upon request of the individual building teachers to their building principals, vending machines may be installed in teacher lounges or other designated areas upon being approved by the building principals. The profits from all such machines shall be remitted to a general teachers' building activity fund. It will be the teachers' responsibility to properly account for the funds, maintain the machines and see that the area is kept in a neat and orderly fashion.

ARTICLE 10 - STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to support and assist teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the assistance of special counselors, social workers, special education staff, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to support the teacher with respect to such pupil. It is the responsibility of the teacher to inform the building principal of such needs.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained; however, when acting in the scope of their duties, a teacher may use such force as is necessary:
1. to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions within a school or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.
 2. for self-defense or the defense of another.
 3. to prevent a pupil from inflicting harm on himself or herself.
 4. to quell a disturbance that threatens physical injury to any person.
 5. to obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
 6. to protect property.
- C. A teacher may exclude a pupil from their class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal with knowledge of the exclusion and as promptly as possible, full particulars of the incident. The report shall be presented, in writing, within 24 hours upon request of the principal. The affected pupil will be readmitted to the classroom only upon written authorization of the principal. Written guidelines from the principal for the future handling of this case may be requested by the teacher.
- D. It will be the teacher's responsibility to follow established building procedures & policy for the handling of student discipline.
- E. Individual records will be maintained on student discipline and will be available to teachers as an aid in determining disciplinary recommendations concerning particular pupils.

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

- F. Any case of assault or legal action upon a teacher while acting within the scope of their duties shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the teacher in connection with the incident by law enforcement and judicial authority.
- G. The board will reimburse a teacher for any loss, damage or destruction of personal effects (including clothing) that results from assault upon the teacher while acting within the scope of their duties, provided the teacher has not acted negligently. In case of other losses, the board will cooperate whenever possible with authorities in an effort to aid teachers in the recovery of losses while the teachers are acting within the scope of their duties without negligence.
- H. Time lost by a teacher in connection with any incident in Section A through E above shall be handled as follows:
1. Time for appearance before a judicial body or legal authority shall result in no loss of wages or reduction in accumulated leave.
 2. In case of disability, the teacher's wages and benefits shall continue in full up to six months, without reduction in accumulated leave, until worker's compensation payments begin.
 3. In the event of total disability due to incidents in connection with this article, the Board shall pay up to six months, to the teacher, the difference between the compensation payment and the contractual salary of the teacher without reduction of accumulated leave.
 4. It being agreed that where a teacher is finally adjudged guilty of a criminal charge or has a judgment entered against him/her in a civil case as related to the incident, the Board has no further responsibility for pay or loss of accumulated leave.
- I. No action against a teacher shall be taken on a basis of a complaint by a parent or student, nor any notice thereof shall be included in the teacher's personnel file unless the matter is reported to the teacher in writing.

ARTICLE 11 - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. Any teacher who is employed by the Board must meet certification requirements for the State of Michigan.
- B. Teachers shall be assigned within the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association shall be notified in each instance with a written statement of reasons for such assignment.
- C. All teachers shall be given tentative written notice of their schedule for the forthcoming year prior to the end of the reassignment period (Article 14 A.1) except for involuntary transfers, voluntary transfers or recalls. Teachers will be promptly notified of any subsequent change in assignment.
- D. Special Shared-Time Assignments
1. Special shared-time assignments for periods of one (1) year may be granted by the Board for tenure teachers. Special shared-time assignments are to be granted primarily to compensate for over-staffing caused by decline in student enrollments or for other financial conditions in the district.
 2. Tenure teachers with special shared-time assignments are to be returned to full, active status in the same or similar position held at the time the special assignment was granted, provided that the teacher would have been employed if this special assignment had not occurred.
- E. Definitions
1. Certification:
Certification shall mean state certification in grade level and major or minor fields.
 2. Qualification:

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

- a. Qualification shall mean major or minor in the field or North Central Accreditation requirements; a minimum of three (3) of the last five (5) years' experience in the subject matter for 7th and 8th grades in Alma, or a specialist in a vocational/industrial education subject, or where a program requires specific training.
 - b. Certification and qualification for Alma Adult Education teachers will meet the state requirements for adult education.
3. Seniority: Teachers on the seniority list as of June 30, 1990, shall maintain their seniority date and placement on the list as previously established. Beginning with July 1, 1990, seniority shall be determined by the total length of service in Alma Public Schools, and shall begin on the teacher's first work day. Current Alma Adult Education bargaining unit members shall have March 29, 1996 as their seniority date. Teachers hired after March 29, 1996, their seniority date shall begin on the teacher's first work day.
- a. During the probationary period as defined by the Teacher Tenure Act, a teacher shall not accrue seniority. However, upon completion of the probationary period, a seniority date shall be established to the original date of employment. During the probationary period, the teacher shall be subject to transfer or layoff at the discretion of the Board of Education.
 - b. Seniority shall accumulate during periods of approved leave and layoff.
 - c. Beginning on July 1, 1990, in the case where two or more teachers have the same seniority date, the tie will be broken in the following order:
 - (1) The teacher with the greatest number of years of teaching experience in Alma Public Schools shall be given preference.
 - (2) The teacher with the greatest number of years of regular teaching experience in other K-12 public school districts.
 - (3) The teacher with the earliest date of hire by Board action.
 - (4) For ties thereafter, a lottery will be held to determine the priority of position on the seniority list.
 - d. In September and May of each year, the Board shall provide to the Association president the complete seniority list of bargaining unit members. The list shall show the teacher's name and seniority date.
 - e. Seniority will be lost when a teacher is discharged for cause or terminated for any reason.
 - f. Teachers shall lose their seniority if they have been laid off and are recalled to work but fail to notify their immediate supervisor ten (10) working days from the date of receiving notification of such vacancy by certified mail at their last known address. To protect their seniority, it is the teacher's responsibility to keep the personnel office informed of their current address and telephone number.
 - g. Teachers on less than full day contracts shall be given the same seniority rights as those on full day contracts.
5. Administrators shall not be able to enter into the bargaining unit work without permission (written) of the association.

ARTICLE 12 - STUDENT TEACHING ASSIGNMENTS

A. A committee consisting of a representative from the Board, college and administration and AEA shall meet periodically to review and make recommendations as to student teaching policies. Supervisory teachers shall be tenure teachers unless otherwise agreed upon by the Association and Board.

ARTICLE 13 - TENURE EVALUATION

A. The building principal /supervisor or their designee is responsible for written evaluation of the teachers assigned to their building. This responsibility includes:

1. Orienting teachers, who are new to their building, to the evaluation procedure.
2. Discussing with teachers items to be included in their personnel file other than formal evaluations when requested by the teacher.
3. Providing each teacher and the superintendent with a copy of formal evaluation reports.
4. Probationary teachers - Observations shall occur not later than the following: first evaluation before December 1, and the second evaluation before March 15.
5. All evaluations shall be reduced to writing and a copy given to the teachers within ten (10) work days of the evaluation. If the teacher disagrees with the evaluation, they may submit a written answer which shall be attached to the file copy of the evaluation in question. Evaluations must be completed not less than six weeks prior to the end of school.
6. If a teacher is to be disciplined or reprimanded by the Board or its representatives, they shall be informed that they may have a representative of the Association present. The Association representative must be available to meet within a 24 hour period following notification by the administrator to said teacher.
7. Each observation of a teacher's instructional performance shall not be for less than one-half hour or the duration of a particular teaching unit.
8. Each evaluation of a teacher shall be followed by a personal conference between the teacher and their evaluator for purposes of clarifying the written evaluation report.
9. Tenure teachers will be evaluated at least once every three years.
10. If an evaluator finds a teacher deficient in some area of the evaluation report, the reasons shall be set forth in specific terms. The evaluator will provide definite, positive assistance to rectify professional difficulties to teachers receiving sub-standard evaluations.
11. A teacher found deficient in some area of the evaluation report may be provided a peer coach to be agreed upon by the teacher, the proposed coach, and the principal.

B. Final decision on the status of probationary and tenure teachers will rest with the Board.

ARTICLE 14 - OPEN POSITIONS, VACANCIES AND TRANSFERS

A. Open Positions. Open positions shall be defined by the following process:

1. During the period of reassignment prior to the last day of school, all hours/positions shall be filled from each building (Hillcrest, Pine, Luce and Community Center, Middle School, High School and Adult Education) with existing non-temporary teachers at that level. It is the principal's responsibility to make building level

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

assignments considering teacher preferences, team compatibility and effectiveness, building overall harmony and productivity. Seniority is a consideration but not absolute.

- a. Teachers will be notified in writing of an opening (anticipated vacancy) five (5) working days prior to posting a vacancy in their building during the reassignment period.
 - b. Teachers of elementary art, fitness, music, speech and language shall be allowed to select Pine Avenue, Hillcrest, or Luce Road as a home building. This selection shall be made in writing to the superintendent by January 20, 1995 or within thirty (30) days of hire, whichever is later. The selection for reassignment purposes shall be permanent.
2. Involuntary transfers and recall assignments will be the responsibility of the Assistant Superintendent with the same criteria as #1. Involuntary transfers and recalls may be to another building and will follow the reassignment period. (Change in Article 11, C) Involuntary transfers and recalls will be made between elementary buildings before assignments to or from other buildings. (Article 14-Section 2 does not apply to Alma Adult Education)
 3. Any open hours/positions which remain shall then be considered to be a vacancy.
 4. If a teacher resigns, retires, takes a leave of absence, or for any other reason leaves the district or a new position is established after tentative teaching assignments have been made a vacancy shall be considered to exist within the department/grade level of that teacher.
 5. If a teacher resigns, retires, takes a leave of absence, or for any other reason leaves the district or a new position is established on or after August 1st but prior to the opening of school for students, the Board may post and fill the position as described in paragraph 4 above or may choose to temporarily fill the position as described in paragraph 6 below.
 6. If a teacher resigns, retires, takes a leave of absence, or for any other reason leaves the district or a new position is established during the school year their assignment shall be filled temporarily. The temporary position will be filled prior to the start of the next school year through assignment or posting as described in paragraph 1, 2 or 3 of this section.
- B. Postings. When a vacancy arises the superintendent shall notify the Association at least twelve (12) calendar days before the position is filled. From August 1st through to the start of the student school year, the posting period will be for a minimum of seven (7) calendar days. Any new positions shall be posted with accompanying job descriptions.
- C. Applying for vacancies. Teachers in the bargaining unit wishing to be considered for a vacancy must apply in writing to the principal/supervisor.
1. In a case where a teacher in the district has equal or better qualifications for said position, as determined by the Board, priority of selection will be given to the teacher in the district as opposed to an equally qualified candidate outside the bargaining unit. In the event that the applicant from the bargaining unit is not selected for transfer to the vacated position, said applicant shall be provided written reasons for denial.
 2. Alma Adult Education teachers will be considered for K-12 vacancies and K-12 teachers considered for Alma Adult Education vacancies, when no other bargaining unit members within their respective groups apply.
 3. Certified and qualified applicants with four (4) or more years in the bargaining unit must be given (except for Article 14, C-1) the assignment. In a case where a teacher has equal or better qualifications for said position, as determined by the Board, priority of selection will be given to the teacher with the highest seniority. In the event that the most senior applicant is not selected for transfer to the vacated position, said applicant shall be provided written reasons for denial.
 - a. The Board may require a two-year probationary period for assignments made under this section. If a probationary period is required, the principal must identify the expectations for the position

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

in writing. If the teacher does not meet the expectations of the position, they will be reassigned by the principal to an available position for which they are qualified during the reassignment period. If no position is available in the building, the Assistant Superintendent will reassign the teacher to an available position in the district for which the teacher is certified and qualified, prior to filling vacancies.

D. Resignations. A copy of a teacher's resignation, upon acceptance by the Board, shall be sent to the Association, with the superintendent's notation as to disposition.

E. Involuntary Transfers. An involuntary transfer shall be made only in the case of an emergency, or when it is observed to be in the best interest of the teacher.

1. When a teacher is to be involuntarily transferred into an open position the teacher with the least seniority in the school district who is certified and qualified for that teaching position shall be the first transferred.
2. a. When a teacher is to be involuntarily transferred out of a position, that teacher being displaced shall be given a designated open position, or may choose the position of the least senior teacher for which the displaced teacher is certified and qualified.
b. Neither Alma Adult Education or Alma K-12 regular education teachers may choose the position of a less senior teacher in the other program in an involuntary transfer.

ARTICLE 15 - LAYOFF AND RECALL

A. In the event that it becomes necessary to reduce the number of employees within a given subject area, field, or program, or due to the elimination or consolidation of positions (at any time), the Board shall retain in full-time positions those teachers with the greatest seniority in the district when they are fully certified and qualified for the positions.

1. Layoff shall occur in the following order:
 - a. First, the Board shall request volunteers for leaves of absence through a general notice to the membership.
 - b. Second, persons holding temporary certificates shall be the first laid off.
 - c. Third, probationary teachers in reverse order of their date of employment shall be laid off.
 - d. Fourth, non-probationary teachers in reverse order of their seniority shall be laid off.
2. Layoffs occurring at the Alma Adult Education or K-12 regular education shall be handled within that specific group.

B. Recall shall be determined on the same criteria as layoff, and shall be in reverse order of layoff.

1. Teachers called back to a bargaining unit position after layoff are obligated to take the position assigned to them by the school district. This may or may not necessarily be the position which they occupied prior to their layoff. When a teacher on layoff is offered employment of a substantially similar type for which they possess the skills, ability and certification, and the position is refused, the Board has no further obligation to offer other employment to the teacher at a future time.
2. No new teacher shall be hired until all eligible staff on leave or layoff have been offered an opportunity to return to active employment as provided in the above sections, except when there is no laid off teacher or teacher on leave who has the necessary skills, ability and certification for an identified teaching vacancy.
3. A recall list shall be maintained for three years as provided for by the Michigan Tenure Act.

ARTICLE 16 - CONTINUITY OF OPERATIONS

A. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

B. Nothing in this article shall require the Board to keep schools open in the event of severe and inclement weather or other conditions not within the control of the school authorities and nothing shall require teachers to report to work under such circumstances. Should a closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet the annual minimum days of instruction required by law so as to qualify the Employer for full state aid, such instructional additional days will be rescheduled as provided for in the calendar and at the end of the student school year if necessary.

C. During the term of this Agreement, neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of the teacher from their position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever.

1. Violation of this Section by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.

D. When an individual school building is closed because of emergency conditions (i.e., boiler failure, electrical failure, etc.), the superintendent of schools or their designated representative may require any or all of the teachers of the building to report for duty as the needs of the school system dictate. However, no teacher shall be assigned to teach at a level other than that covered by their certificate.

E. If teachers work on a day which cannot be counted for state aid due to low student attendance, the teachers shall be paid at their daily rate for each day that has to be made up. Alma Adult Education will continue past practices regarding attendance days.

ARTICLE 17 - LEAVES - GENERAL PROVISIONS

A. It is agreed that the use of leave days will be strictly confined to the legitimate purposes specified in this Agreement. It is understood that any teacher found to have violated this restriction may be subject to disciplinary action as stated in Article 2-F.

B. The Board recognizes the right of employees to take unpaid leave in accordance with the Family and Medical Leave Act of 1993, and regulations thereunder.

ARTICLE 18 - SICK LEAVE

A. Teachers will be credited with ten (10) sick leave days at the beginning of each school year. Sick leave, remaining at the end of the school year, shall be accumulated to a maximum of not more than 60 days. Only sixty (60) accumulated sick days may be used in any one-year period. Teachers shall be notified at least once per year of their sick leave accumulation. Any teacher who fails to complete ten (10) months of teaching shall lose accumulated sick days at the rate of one (1) day per month for those months not taught. Alma Adult Education teachers will keep sick days accumulated since July 8, 1994.

1. Sick leave may be used in accordance with the schedule specified herein for personal or family illness. For all absences the teacher is required to notify the school administration upon first knowledge of the necessity for the absence but not later than 6:30 a.m.
 - a. Personal illness: Bona fide physical incapacity to report for and discharge duties, to the extent of unused days credited.
 - b. Family illness: Two days of sick leave will be allowed for each illness in the immediate family that necessitates the presence of the teacher. Extension of sick leave for this purpose will be granted by the superintendent if the patient is deemed to be in critical condition by the attending physician.

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

B. Teachers, with written approval of the superintendent, may voluntarily give up one or more of their accumulated sick days to another teacher if that teacher has run out of sick leave days.

ARTICLE 19 - FUNERAL LEAVE

A. Funeral Leave. A teacher shall be allowed three (3) working days as funeral leave days not to be deducted from sick leave in the case of death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, grandchildren, brother, sister, grandmother, or grandfather. The amount of days which will be approved will depend upon the travel and circumstances involved.

B. Additional days may be requested from the superintendent to be taken for wife or husband, son, daughter, mother or father not to be deducted from sick leave.

C. The superintendent, assistant superintendent, or building principal may allow leave for funerals of persons other than immediate family, not to be deducted from sick leave.

ARTICLE 20 - BUSINESS LEAVE

A. Business Leave. Two (2) days per year will be allowed for personal business that cannot be conducted on other than a school day without a statement of purpose, but in accordance with the established criteria. Such leave will require at least two (2) days' written notice to the principal or immediate supervisor, but this stipulation may be waived in cases of emergency. Also, such leave shall not be used immediately prior to or following a vacation. These stipulations may be waived by the superintendent. Approval shall be granted except in extenuating circumstances. Business leave can only be taken under the following stipulations:

1. Business leave is to be used for sound, pressing and unavoidable reasons only, and its proper use may be subject to verification at the request of the school administration if warranted by the teacher's previous attendance record, or if there is legitimate cause to suspect that the leave has been used improperly.
2. Business leave days are not to be used for any purpose that one could construe to be a failure to accept one's professional responsibility and/or failure to conduct one's self in a professional or ethical manner.
3. Should business leave be used improperly, it will result in the loss of salary for the day or days in question. Examples of unacceptable use of business leave are:
 - (a) Recreational pursuits
 - (b) Economic gains
 - (c) Social functions
 - (d) Other employment
 - (e) Child care
4. To avoid unanticipated loss of wages, it is advised that teachers consult with their principals and/or the Association president regarding the propriety of their leave prior to its use.
5. Any teacher found to be misusing either business day shall be subject to loss of pay and/or administrative disciplinary action.

B. The Association will be allowed eight (8) days per year compensable leave for association business. The superintendent shall be notified in writing two (2) days in advance of the persons designated by the Association.

C. Unused Business Days remaining at the end of the school year, shall be accumulated as follows:

1. Initial one-time accumulation of one day to carry forward into the new school year.
2. Additional days to be "earned" time at a rate of one day per school year to a maximum of four available Business Days in any one school year.

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

3. Business Days used during the school year to be recorded in a "first-in, first-out" method.
4. Business Leave to be used in no more than two-day blocks so as not to interrupt the educational continuity of the school district. Additional days may be requested from the building principal.

ARTICLE 21 - COORDINATED LEAVES

A. Worker's Compensation -- A teacher who is absent due to an injury which is compensable under Worker's Compensation may use their accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the teacher receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the teacher would have received from their regular salary amount according to their placement on the salary schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the teacher from Worker's Compensation until the teacher's accumulated sick leave is exhausted or the teacher is able to return to work, whichever happens first. Should this supplemental pay be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the teacher shall not be allowed the use of sick leave and shall receive only the Worker's Compensation benefit provided by that statute.

B. Upon proper application by the teacher, and in compliance with the requirements of the insurance carriers, the Board agrees to pay premiums for health, dental, and vision insurance as provided in this agreement on behalf the teacher during the first two years of disability covered by the worker's compensation insurance program.

ARTICLE 22 - MILITARY SERVICE

A. Military Leave -- Military leaves will be granted and re-employment will be governed by the provisions of the "Universal Military Training Act".

B. If National Guard or Reserve encampment should occur during the school year, the teacher required to participate shall be granted a temporary leave of absence. The teacher will receive their regular salary less the amount received from the government for each school day spent in emergency domestic service.

ARTICLE 23 - UNPAID LEAVES

A. Unpaid leave time shall be provided as described below. Except in cases of disabilities, the leave shall be a specific term. However, should the term expire before the need for the leave ends, the Board shall grant a continuance of the leave.

B. Teachers, upon request shall be granted regular leaves of absence for continuing education, physical or mental disabilities, child care, and other reasons as agreed to by the Board and association representation. Leaves for association representation shall be for one (1) year and subject to annual renewal.

C. Those persons on leave due to disabilities covered under Workmen's Compensation or the district's long term disability programs shall be handled as follows:

1. Teachers shall be carried as "active" during the contract year in which they begin receiving disability benefits. They shall have the right to immediate return when physically able. All contract benefits except salary shall accrue as if the teacher were on the job, working. Salary shall be in accordance with the salary payment provisions of the insurance carrier.
2. Teachers remaining on disability for a second and/or third contract years shall be placed on medical leave of absence. No contractual financial benefits shall accrue except for benefits as provided by Article 21-B or Article 29-B. It is recognized by both parties to this Agreement that an employee's rights to continue participation in group insurance plans on a self pay basis are governed by various federal statutes, rules, and regulations which are commonly known as the "COBRA Rules".

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

3. A teacher who notifies the Board prior to August 1 of the first year, and May 1 of the second and third years in which they are on medical leave of absence, and at the same time provides the board with a medical release without restrictions, will have the right to return to a position for which they are certified, qualified and in accordance with seniority.
4. A teacher remaining on disability for a fourth contract year may lose all reemployment rights at the discretion of the Board.

D. Return from leave – The teacher is responsible to notify the superintendent on or before April 1 of the year they are on leave that they will be returning from the leave to assume active status as a teacher. Failure to give notice may result in termination.

ARTICLE 24 - SPECIAL LEAVES

A. Special Leaves of Absence

1. Special leaves of absence for periods of one year each may be granted by the Board for tenure teachers. Special leaves are to be granted primarily to compensate for over staffing caused by decline in student enrollments or for other financial conditions in the district.
2. Tenure teachers on special leave, as differentiated from teachers on other leaves of absence, are to be returned to active status in the same or similar position held at the time the leave was granted, provided that the teacher would have been employed if the leave had not occurred. Positions held by teachers on special leaves will not be "vacant" as defined in this contract.
3. The position shall be filled by qualified teachers in accordance with Article 14, Section A, or teachers on leave or on layoff. If no teachers are available in these categories, then the position may be filled from outside the bargaining unit. When the position is filled, that person must be notified in writing that the position is available for only one year. Except in cases of emergencies, applications in writing shall be made by May 15 and notification will be made in accordance with Article 11-B. Teachers wishing to return to the position for which special leave of absence was granted will notify the Board of their return by April 1 of the year they are on special leave. Failure to give notice may result in termination.

ARTICLE 25 - PROFESSIONAL COMPENSATION

A. Placement and movement on Schedule A shall be as follows:

1. Each newly hired teacher shall be placed on Step 0, with the following exceptions:
 - a. A teacher being hired with past experience may be given one step on the index for each successive year of certified teaching experience up to eight (8) years. This placement shall be optional between the teacher and the Board and not subject to the grievance procedure.
 - b. Up to three (3) steps on the index may be given for other experience at the discretion of the superintendent with the approval of the Association.
 - c. A step placement above the third step of the index may be offered, with the approval of the Association, in order to attract candidates in certain specialty areas. If a teacher receiving such a step placement requests a transfer to another position before serving four (4) years in the position for which they were hired, that teacher may be frozen at their then current step for the balance of their initial four years of service.
2. All full-time teachers shall be paid according to their placement on Schedule A. All teachers with more than a half-time load shall advance one step on the index for each year they teach; all teachers with a teaching load of half-time or less shall advance one step for every two years of such assignment.

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

3. A maximum of two (2) index steps shall be given for military service if service within the system was interrupted.
4. After completion of 16, 20, 24 and 27 years of service to Alma Public Schools, a teacher shall be given an additional step on the index that their education level indicates.
5. It shall be the teacher's responsibility to see that a record of credits or courses to count towards movement on Schedule A is placed in their personnel file in the superintendent's office prior to September 1 to move at the beginning of the school year or prior to January 1 to move at the beginning of the second semester.
6. Courses applying toward the MA+15 and MA+30 levels that are not on a degree program shall be approved by the teacher's supervising principal. Upon request, the teacher shall give a written report to their principal stating new ideas, concepts, methods, etc. that they have learned from the course and explaining how they plan to incorporate these ideas into their classroom teaching.

B. Schedule A for 1994-95 shall reflect a three percent (3%) increase in the base over 1993-94. The base for 1995-96 and 1996-97 shall increase by at least three percent (3%) over the base for the prior year.

In 1995-96 and 1996-97, the increase in the base is subject to an upward adjustment if the foundation grant for the year (determined as of October 20) exceeds the foundation grant for the prior year (determined as of October 20 of that year) by more than four percent (4%). In that case, the schedule A base shall be adjusted by two-thirds of the percentage increase in the foundation grant above four percent (4%).

EXAMPLE:

If:

- the foundation grant for 1994-95 as of October 20, 1994 is \$4,900, and
- the foundation grant for 1995-96 as of October 20, 1995, is \$5,145

Then:

- the increase in the foundation grant is five percent (5%) [$(5,000-4,900)/4,900 = .05 = 5\%$]
- the Schedule A base would increase by an additional two-thirds of one percent (2/3%) for 1995-96. [$5\% - 4\% = 1\% \times 2/3$]

In 1997-98 the increase in Schedule A will reflect a one percent (1%) increase in the base over 1996-97 base including steps. (See Appendix A - Schedule A)

All teachers who do not take a Schedule A step for 1997-98 will receive an additional five hundred dollars (\$500.00) for 1997-98.

If the foundation grant for 1997-98 as of October 3, 1997 is \$140.00/student or more, teachers will receive a one-time payment of $(\text{Amount of } \$140.00 \text{ or more} - \$137.00 = \text{Difference} \times \text{Pupils} \times 62\% \div \text{Number of teachers})$.

C. A teacher's hourly rate shall be determined in the following manner:

$$\text{Hourly Rate} = \frac{\text{Teacher's Schedule A Salary}}{\text{Days of Contractual Obligation} \times \text{Total Teacher Work Day}}$$

Article 31. Sec. A
Article 7. Sec. A

Daily rate shall be hourly rate x total teacher work day.

D. Additional Teaching Load. An effort will be made to limit assignments beyond the normal teaching loads. However, if a teacher is assigned by the building principal to teach more than the normal teaching load, established for the grade level, they shall receive additional compensation for contact time in excess of such norms. The principal may make this assignment to the teacher if it does not exceed four preparations in any given semester. Assignments beyond this point shall be by the consent of the teacher. The compensation per period for additional contact time shall be determined by the following formula:

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

Teacher's Schedule A Salary

----- x Annual Hours Above Normal Load
Normal Load at Teacher's Grade Level
(Article 25-Section D does not apply to Alma Adult Education)

E. Teachers shall be paid in installments according to their choice using one of the following methods:

1. Twenty-one (21) equal bi-weekly installments.
2. Twenty-six (26) equal bi-weekly installments.
3. Twenty + one — 20 bi-weekly installments of 1/26 each and one (1) installment of 6/26, payable on the twenty-first (21st) pay with thirty (30) days advance written notification to the business office.

F. Mileage. The Board agrees to reimburse those teachers required to use their car in the normal course of the day to perform their assigned responsibilities and those teachers who are on periodic assignments, a mileage allotment at the IRS standard rate per mile which was in effect at the previous July 1.

G. Expenses incurred by teachers approved to attend conferences, workshops, and conventions shall be paid by the Board. Covered expenses shall include registration fees, cost of lodging as substantiated by receipts, per diem rates for meals, and mileage at the at the IRS standard rate per mile which was in effect at the previous July 1. The per diem rates for meals shall be \$6.00 for breakfast, \$8.00 for lunch, and \$12.00 for dinner. No per diem shall be paid for any meal included in or purchased with a conference registration.

H. Schedule "B" (Appendix B)

1. Schedule B is to be based on the BA scale. One year's experience in the activity equals one step on Schedule A. Credit for experience shall be determined on the same basis as teaching experience in Article 25, Section A.
2. Teachers shall not acquire tenure status for positions under Schedule B.
3. Schedule B positions shall be reviewed annually to determine the desirability of employing a person in a Schedule B position. Enrollment of students, financial conditions of the school or other factors germane to the situation may be considered in determining whether or not the position should be filled. The decision to utilize a Schedule B position shall be the responsibility of the building principal.
4. If there are losses in number of student participants and/or decline in funding sources and/or reduction in activities, the parties to this contract will meet to make adjustments in compensation levels of Schedule B.
5. Additional position in Schedule B may be added by mutual agreement of the Board and Association.

I. Driver education instructors shall be paid in accordance with Schedule C in Appendix C.

J. The Board of Education agrees to pay each teacher's Basic Retirement contribution to the State Retirement Fund for the duration of this contract in accordance with the Michigan School Retirement Act and subsequent implementation regulations and directives.

K. The Board shall make available any presently Board-approved tax sheltered annuity program to all teachers desiring to participate on a voluntary basis.

L. Any teacher receiving extra compensation, apart from their regular salary, should contact the business office to make payment arrangements.

M. A teacher who uses no personal business leave during the year shall receive additional compensation of one hundred dollars (\$100.00). This extra compensation shall be paid on the second pay date in June.

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

N. A teacher will be paid the substitute teacher per diem rate for each unused sick leave day per year less than the all-teacher sick leave average for the two previous years combined (1995-96 and 1996-97). Both the average teacher and individual teacher amounts may be a mixed number.

O. For any break beginning after October 1, 1993, if a teacher receives unemployment compensation during a regular school break and returns without loss of pay, the teacher shall reimburse the district the unemployment compensation received through a lump sum payment or by reduction of compensation otherwise payable under this agreement. Any reduction of compensation may be spread over the number of pay periods remaining for the fiscal year.

P. Any teacher who is employed full-time by the district in 1994-95, and who was employed full-time by the district in both 1992-93 and 1993-94, and who received the same Schedule A salary in both 1992-93 and 1993-94 shall receive a one-time additional compensation payment of one thousand dollars (\$1,000.00) to be paid on the second pay in October of 1994.

Q. Alma Adult Education compensation:

1. Teachers will be compensated on the appropriate level of Schedule A for 1996-97.
2. Teachers will be compensated for directing student independent studies, over and above regular classroom assignments, at the rate of \$20 for 1/4 credit of independent study completed or \$40 for 1/2 credit completed.

ARTICLE 26 - HEALTH BENEFITS

A. The Board agrees to offer health insurance plan coverage for teachers under the terms set forth in this Article.

1. Participation shall require proper application by the teacher.
2. The benefit levels set forth are for full-time teachers and shall be pro-rated for teachers with less than full-time assignments.
3. The available plan of health insurance shall be MESSA Super-Care 1.

B. The Board shall establish, pursuant to Section 125 of the Internal Revenue Code and any other applicable statutes, rules, and/or regulations, a "cafeteria" benefit plan which shall offer eligible teachers a choice of benefits as follows:

1. Payment by the Board of a fixed amount toward the cost of the health insurance for which the teacher qualifies.
 - a. For 1994-95, the contribution amounts shall be:
 1. \$ 441.81 per month for full-family coverage.
 2. \$ 400.62 per month for two person coverage.
 3. \$ 176.68 per month for single coverage.
 - b. For 1995-96 and 1996-97, the board's contributions shall be up to one hundred five percent (105%) of the board's contributions for the preceding year, but not more than the actual premium. If the actual premium is more than one hundred five percent (105%) of the prior year's contribution, the board's contribution shall increase by an additional amount equal to one-half (1/2) of the amount by which the actual premium exceeds one hundred five percent (105%) of the prior year's contribution.
 - c. For 1997-98, the board's contribution shall be one hundred percent (100%) of the premium increase up to one hundred eight percent (108%) of the board's 1996-97 premium obligation. If the actual premium is more than one hundred eight percent (108%) of the prior year's contribution,

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

the board's contribution shall increase by an additional amount equal to one-half (1/2) of the amount by which the actual premium exceeds one hundred eight percent (108%) of the prior year's contribution.

2. Teachers not electing health coverage shall be allowed fifteen hundred dollars (\$1,500.00) to apply to the purchase of options available from the health insurance carrier, or to withdraw as additional cash compensation.

For 1997-98 teachers not electing health coverage shall be allowed two thousand dollars (\$2,000.00) to apply to the purchase of options available from the health insurance carrier, or to withdraw as additional cash compensation.

3. If a teacher selects a health coverage the cost of which exceeds the amount contributed by the Board, the teacher shall be responsible for the additional cost. The teacher may make payment of such additional cost through a salary reduction agreement.

C. No employee shall be insured, either as a primary insured or as a dependent, under more than one health insurance plan sponsored by Alma Public Schools.

D. The liability of the Board with respect to any insured benefits shall be limited to the payment of premiums.

E. It shall be the responsibility of the teacher to inform the Board of any changes in their status that may affect their eligibility for insurance coverage.

ARTICLE 27 - DENTAL/VISION BENEFITS

A. The Board agrees to offer dental and vision insurance plan coverage for teachers under the terms set forth in this Article.

1. Participation shall require proper application by the teacher.
2. The benefit levels set forth are for full-time teachers and shall be pro-rated for teachers with less than full-time assignments.
3. The available plan of dental insurance shall be Delta Dental (100:100:90)/\$1,000.00.
4. The available plan of vision insurance shall be VSP-2.

B. For the term of this contract, the Board shall pay the full premium per month per teacher for dental insurance and the full premium per month per teacher for the vision coverage for which the teacher qualifies, as determined by the carrier.

C. The liability of the Board with respect to any insured benefits shall be limited to the payment of premiums.

D. It shall be the responsibility of the teacher to inform the Board of any changes in their status that may affect their eligibility for insurance coverage.

ARTICLE 28 - LIFE INSURANCE

A. Upon proper application by the teacher, the Board agrees to pay the premiums on a term life insurance policy of \$40,000.00 including a matching accidental death and dismemberment coverage.

For 1997-98 upon proper application by the teachers, the board agrees to pay the premiums on a term life insurance policy of \$50,000.00 including a matching accidental death and dismemberment coverage.

ARTICLE 29 - LONG-TERM DISABILITY

A. The Board agrees to provide each teacher with a long-term disability insurance program with the following characteristics:

1. Sixty-six and two-thirds percent (66-2/3%) of basic compensation to a maximum benefit of two thousand five hundred dollars (\$ 2,500.00) per month.
2. Elimination period of thirty (30) calendar days with modified fill.
3. Alcohol/Drug abuse disabilities limited to two years.
4. Disability from mental/nervous conditions treated the same as any other illness.
5. Freeze on offsets.

B. Upon proper application by the teacher, and in compliance with the requirements of the insurance carriers, the Board agrees to pay premiums for health, dental, and vision insurance as provided in this agreement on behalf the teacher during the first two years of disability covered by the long-term disability insurance program.

ARTICLE 30 - RETIREMENT/DEATH BENEFIT

A. When a teacher's employment with the Alma Public Schools reaches ten (10) years and said teacher leaves the employment of the district, the Board agrees to pay a cash benefit to the teacher, or to the teachers estate consisting of the following:

1. Teachers who had accumulated more than thirty (30) sick days as of August 25, 1973 had those days above thirty (30) frozen as a retirement/death benefit. Those teachers shall receive a cash payment consisting of 25% of their final daily rate for each such frozen day.
2. In addition, all eligible teachers shall receive a cash benefit, in addition to any frozen days, as follows:
 - a. A payment of fifty percent (50%) of up to seventy (70) unused sick days if notice of resignation is given by May 1, or forty percent (40%) of up to seventy (70) unused sick days if notice of resignation is given after May 1. Superintendent may allow the fifty percent (50%) payout if failure to meet the May 1 deadline is due to development of unforeseen circumstances.

ARTICLE 31 - SCHOOL CALENDAR AND MISCELLANEOUS

A. Calendar:

1. The calendar shall require one hundred eighty-three (183) days of contractual obligation. The basic calendar shall consist of one hundred eighty-one (181) teaching days with an optional one (1) day inservice as determined by the Board, one and one-half (1½) work days, parent-teacher conference time as determined by the Board following the outline in Article 7, and one (1) evening open house as determined by the Board, limited to two and one-quarter hours. The calendar shall not include more than seven (7) student half days at the high school level, not more than eight (8) half days at the middle school level, nor more than twelve (12) student half days at the elementary level except kindergarten/young fives. Teachers shall not be required to report more than one and one-half (1½) days prior to the beginning of classes for each school year, nor remain more than one (1) day after classes end in June. (Article 31-Section A, 1st Paragraph does not apply to Alma Adult Education)

For 1997-98 the calendar shall require one hundred eighty-three (183) days of contractual obligation. The basic calendar shall consist of one hundred eighty-two (182) teaching days with an optional one (1) day inservice as determined by the Board, one (1) work day, parent-teacher conference time as determined by

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

the Board following the outline in Article 7, and one (1) evening open house as determined by the Board, limited to two and one-quarter hours. The calendar shall not include more than seven (7) student half days at the high school level, not more than eight (8) half days at the middle school level, nor more than twelve (12) student half days at the elementary level except kindergarten/young fives. Teachers shall not be required to report more than one (1) day prior to the beginning of classes for each school year, nor remain more than one (1) day after classes end in June. (See Appendix D - Calendars)

If the increase of one student instruction day from 1996-97 is not required as set forth in Section 1284 (1) of the State of Michigan Revised School Code (1996), the 1997-98 school calendar will be adjusted to reflect the 1996-97 calendar as closely as possible.

A separate calendar of 183 days worked/180 student days of instruction for Alma Adult Education will be added.

2. The equivalent of two meetings per month of up to seventy-five (75) minutes per meeting shall be reserved for after school staff meetings for the superintendent of schools and principals. Principal's meetings shall be agreed upon by the principal and the building representative. Special meetings may be held within the working day. Attendance shall be mandatory unless the teacher is excused in advance by the person calling such meeting.

Alma Adult Education staff will continue past practice regarding staff meetings.

3. Should an emergency or any unforeseen incident cause a total count of less than one hundred eighty one (181) student days, the teachers will work additional time necessary to guarantee the Board of Education one hundred eighty one (181) student count days and minimum clock hours in accordance with State law and Michigan accounting directives and procedures.
4. New teacher inservice will be at the discretion of the Board.
5. Administration will use the pre-school work day time at their discretion to ensure that programs and facilities are ready for students. Teachers will have their classrooms and program ready for the students.
6. This calendar may be adjusted by written mutual consent of the superintendent of schools and association president.
7. The details of the school calendar shall be set forth in Appendix D.

B. Teachers of elementary art, music and physical education shall have the following considerations:

1. Scheduled rooms for instruction of art, music and physical education shall take precedence over any other classes within that building. If a music or art room is not available, the gym, auditorium, or classroom will be available if scheduled one week in advance.
2. Custodial duties will be scheduled to avoid interference with scheduled classes for the gym as nearly as possible.
3. *Programs will begin on the first full student day*
The first week of school (student attendance days) to work on inventories, scheduling arrangements, coordination of programs and any other tasks as assigned by their immediate supervisor in line with their job assignment. The first week may be less than five (5) days.
4. Planning time equal to the regular classroom teachers' planning time.
5. Secretarial services, properly equipped offices, including clock, desks, files and phone, as a minimum in a proportionate amount as other teachers in the district.

C. The Board and the Association recognize the need for teacher involvement in decision making which would provide opportunities to share ideas, promote projects, channel items of concern, and make recommendations. This

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

involvement would have specific focus on development of curriculum and instructional programs, staff development, communications, and problem solving. The Board will continue to provide opportunities for such involvement as exemplified in the Board Policies listed below and other representative groups (examples: District Coordinating Committee, Curriculum Advisory/Planning Committees):

- GBB - Staff Involvement in Decision Making
- IN - School Improvement
- IF - Curriculum Development and Modification
- IFD - Curriculum Adoption
- IE - Instructional Priority Objectives

D. New Teacher Induction/Teacher Mentoring Process - General Understandings and Guidelines

1. Initiation, implementation and monitoring of the mentoring process is the responsibility of the district administration.
2. The assignment of a mentor is done by the principal in consultation with the new teacher.
3. Participation as a teacher mentor shall be voluntary.
4. Mentors shall not be part of the district evaluation process for probationary teachers.
5. A stipend will be paid to the mentor for each mentee as follows:

<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>
year one = \$500	To be determined.	To be determined.
year two = \$300		
year three = \$100		

- a. It is recognized that the mentoring responsibilities are most likely to be reduced progressively in years two and three.
- b. Second and third year stipends may be maintained the same as year one with a mutual request by the mentor and mentee when additional assistance is needed.
- c. Released time will be provided at the discretion of the principal when requested by the mentor.

E. In case of a financial emergency that might influence cancellation of the Alma Adult Education program, the Board may cancel the program or consider alternate compensation as long as the emergency exists. When the financial situation improves and the budget is balanced, the teacher compensation will return to Schedule A at the appropriate level.

ARTICLE 32 - GRIEVANCE PROCEDURE

A. A grievance may be filed by a teacher for any alleged violation of this contract and shall be presented and adjusted in accordance with the following procedures.

B. A grievance must be presented by the aggrieved teacher through the teacher's building representative to the teacher's immediate supervisor within eight (8) school days from the date the alleged grievance occurred or eight (8) school days from the time the grievant first learned, or should have learned, of the occurrence in order to be a proper matter for the grievance procedure.

Step 1

- a. At the first conference with the immediate supervisor, if this grievance is resolved either by withdrawal of the same by the teacher or by agreement of the parties, a written record shall be made of the claimed grievance and its resolution and the Association and the Board shall each have a copy of said record including the date of this alleged grievance and the date of disposition.
- b. In the event the matter is not resolved informally the problem stated in writing may be submitted

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

as a grievance to the principal of the school in which the grievance arises within thirteen (13) school days following the act or condition which is the basis of the grievance. Such written grievance shall be on a form to be agreed upon by the Association and the Board and it shall contain among other items to be agreed upon the following:

- 1) The name of the grievant, their department, their immediate supervisor and signature of the grievant or grievants.
 - 2) Specific statement.
 - 3) Synopsis of the facts giving rise to the alleged violation.
 - 4) The section or subsections of this Agreement alleged to have been violated.
 - 5) The date of alleged violation.
 - 6) The relief requested.
- c. Within five (5) school days after receiving the grievance, the principal shall state the decision in writing, together with supporting reasons, and shall furnish one copy to the grievant filing the grievance and a copy to the Association.

Step 2

If the grievance is not settled in Step One (1) above, it shall be turned over to the AEA president under the direction of the grievance chairman, who may present it in writing to the superintendent of schools within ten (10) school days after the last reply in Step 1 stating specifically why the disposition in Step 1 is not acceptable.

- a. Within ten (10) school days after delivery of the appeal, the superintendent shall investigate the grievance, including giving all persons who participated in Step 1 and representatives from the Association a reasonable opportunity to be heard. Upon request of the superintendent or the Association, all parties will meet at the same time.
- b. Within ten (10) school days after the investigation and the superintendent has reviewed it with the Board, he/she shall communicate in writing his/her decision, together with the supporting reasons, to the grievant, to the representative designated by the Association who participated in this step and to the principal.

Step 3

If the matter is not resolved after the foregoing steps have been taken, the Association president may refer the same to the Association executive Board.

- a. If the executive Board wishes to carry the matter further, it shall, within ten (10) school days after the reply of the superintendent at Step 2, make a written request for meeting with the Board to try to resolve the grievance(s) (three representatives from each group). The purpose of the meeting is to consider fairly and in good faith any other methods of settlement might be mutually agreed upon. If, after such a meeting, the matter is not resolved and the executive committee wishes to carry it further, the executive committee may file a "notice of demand" for arbitration under the rules of the American Arbitration Association within ten (10) school days after the meeting with the Board.
- b. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
- c. There shall be no appeal from an arbitrator's decision. Each such decision shall be final and binding on the Association, its members, the teacher or teachers involved, and the Board.
- d. The arbitrator shall make a judgment based upon the express terms of this Agreement and shall have no authority to add to or subtract from any of the terms of this Agreement.

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

e. The expenses of the arbitrator shall be shared equally between the Board and the Association.

C. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during working hours, they shall be excused with pay for that purpose. Every effort will be made to carry out the steps of the grievance procedure outside the normal school hours.

No teacher at any stage of the grievance procedure will be required to meet with any administration without Association representation.

D. Time Limits:

- a. Any grievance not answered by the employer within the time limits prescribed may be immediately lodged at the next higher level or taken directly to arbitration.
- b. Any grievance not advanced or appealed by the Association within the time limits nullifies the grievance without future recourse.
- c. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing only for sound and unavoidable reasons.

E. Through the grievance procedures, the same written grievance shall be used and the forwarding of the same shall be only by endorsement of the disposition at various levels.

F. If a grievance is not settled by the last scheduled teacher work day, the remaining review days at each step will be extended into the administrative work days of the following week(s).

G. By mutual agreement, the parties to this agreement may start a grievance at any step of the grievance procedure.

ARTICLE 33 - NEGOTIATION PROCEDURE

A. Negotiations for a successor Agreement shall begin not less than ninety (90) days prior to the expiration of this Agreement. 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. The Association will not engage in or encourage strike action of any type during the life of this contract.

B. During the term of this Agreement, either party may request meetings of the negotiating teams for the purpose of discussing matters of mutual interest and/or for considering possible amendments to this Agreement. If the chief negotiators or the superintendent and the president of AEA agree that such a meeting would be worthwhile, a meeting shall be scheduled as soon as is practical. It is not presumed that negotiations under this provision shall necessarily lead to modifications of the Agreement.

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

D. This Agreement may only be modified upon mutual consent of each party. Any such modification shall be agreed to and reduced to writing by the respective negotiations teams, subject to proper ratification by the Association membership and Board of Education prior to becoming effective.

E. Nothing contained in this article shall require either party to consent to re-opening any portion of this Agreement.

ARTICLE 34 - EXTENT OF AGREEMENT

A. If any provision of this Agreement or any application of the Agreement to any teacher or group or group of teachers shall be found contrary to law, then such provision or application shall be void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 35 - DURATION OF AGREEMENT

A. This Agreement shall be in effect as of July 1, 1994, and shall continue for three (3) years, until June 30, 1997.

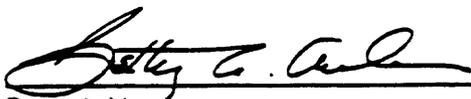
B. For official notifications regarding this contract, the Association president and the Association's chief negotiator will receive such notice. When the Association is serving notification to the Board regarding this contract, the superintendent of schools or his/her designee will be the official to be contacted.

ALMA PUBLIC SCHOOLS

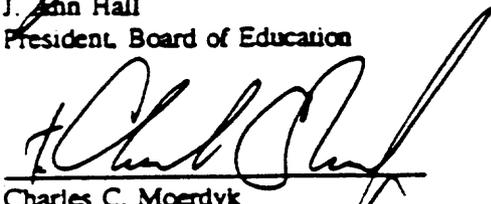
ALMA EDUCATION ASSOCIATION



J. Ann Hall
President, Board of Education



Betty Aubin
Representative of A.E.A.



Charles C. Moerdyk
Business Manager/Chief Negotiator



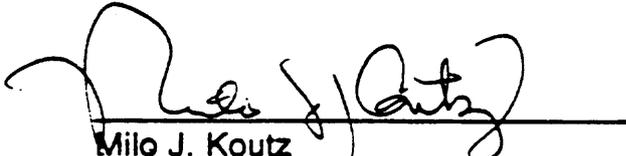
Tom Reed
Chief Negotiator, A.E.A.

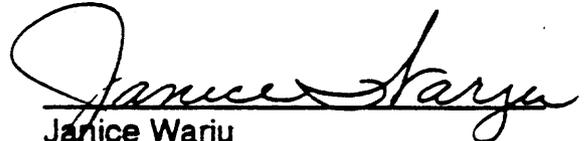
ARTICLE 35 - DURATION OF AGREEMENT

- A. This Agreement shall be in effect as of July 1, 1997, and shall continue for one (1) year, until June 30, 1998.
- B. For official notifications regarding this contract, the Association president and the Association's chief negotiator will receive such notice. When the Association is serving notification to the Board regarding this contract, the superintendent of schools or his/her designee will be the official to be contacted.
- C. The Tentative Agreement Language To Be Added To Master Agreement Between A.E.A. and Alma Board of Education for the 1996-97 school year that was approved 10-14-96 is to be extended as an addendum to the 1997-98 Master Contract Extension.

ALMA PUBLIC SCHOOLS

ALMA EDUCATION ASSOCIATION


Milo J. Koutz
President, Board of Education


Janice Warju
Representative of A.E.A.


A. Allison Amstutz
Interim Superintendent


Tom Reed
Chief Negotiator, A.E.A.

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

APPENDIX A

SCHEDULE A - 1994-95

BASE SALARY AT BA LEVEL FOR 1994-95 IS \$24,679.02

STEP	BA	BA+20	BA+40* OR MA	MA+15	MA+30
0	1.00 24,679.02	1.035 25,542.79	1.07 26,406.55	1.0875 26,838.43	1.105 27,270.32
1	1.05 25,912.97	1.09 26,900.13	1.13 27,887.29	1.15 28,380.87	1.17 28,874.45
2	1.10 27,146.92	1.145 28,257.48	1.19 29,368.03	1.2125 29,923.31	1.235 30,478.59
3	1.15 28,380.87	1.20 29,614.82	1.25 30,848.78	1.275 31,465.75	1.30 32,082.73
4	1.20 29,614.82	1.255 30,972.17	1.31 32,329.52	1.3375 33,008.19	1.365 33,686.86
5	1.25 30,848.78	1.31 32,329.52	1.37 33,810.26	1.40 34,550.63	1.43 35,291.00
6	1.30 32,082.73	1.365 33,686.86	1.43 35,291.00	1.4625 36,093.07	1.495 36,895.13
7	1.35 33,316.68	1.42 35,044.21	1.49 36,771.74	1.525 37,635.51	1.56 38,499.27
8	1.40 34,550.63	1.475 36,401.55	1.55 38,252.48	1.5875 39,177.94	1.625 40,103.41
9	1.45 35,784.58	1.53 37,758.90	1.61 39,733.22	1.65 40,720.38	1.69 41,707.54
10	1.50 37,018.53	1.585 39,116.25	1.67 41,213.96	1.7125 42,262.82	1.755 43,311.68
11	1.55 38,252.48	1.64 40,473.59	1.73 42,694.70	1.775 43,805.26	1.82 44,915.82
LONG.	5% 1,233.95	5.5% 1,357.35	6% 1,480.74	6.25% 1,542.44	6.5% 1,604.14

* Hours must be GRADUATE hours

Longevity steps AFTER 16,20,24 and 27 years Alma service

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

APPENDIX A

SCHEDULE A - 1995-96
TENTATIVE - SUBJECT TO ADJUSTMENT (ARTICLE 29-B)

BASE SALARY AT BA LEVEL FOR 1995-96 IS \$25,419.39

STEP	BA	BA+20	BA+40* OR MA	MA+15	MA+30
0	1.00 25,419.39	1.035 26,309.07	1.07 27,198.75	1.0875 27,646.59	1.105 28,088.43
1	1.05 26,690.36	1.09 27,707.14	1.13 28,723.91	1.15 29,232.30	1.17 29,740.69
2	1.10 27,961.33	1.145 29,105.20	1.19 30,249.07	1.2125 30,821.01	1.235 31,392.95
3	1.15 29,232.30	1.20 30,503.27	1.25 31,774.24	1.275 32,409.72	1.30 33,045.21
4	1.20 30,503.27	1.255 31,901.33	1.31 33,299.40	1.3375 33,998.43	1.365 34,697.47
5	1.25 31,774.24	1.31 33,299.40	1.37 34,824.56	1.40 35,587.15	1.43 36,349.73
6	1.30 33,045.21	1.365 34,697.47	1.43 36,349.73	1.4625 37,175.86	1.495 38,001.99
7	1.35 34,316.18	1.42 36,095.53	1.49 37,874.89	1.525 38,764.57	1.56 39,654.25
8	1.40 35,587.15	1.475 37,493.60	1.55 39,400.05	1.5875 40,353.28	1.625 41,306.51
9	1.45 36,858.12	1.53 38,891.67	1.61 40,925.22	1.65 41,941.99	1.69 42,958.77
10	1.50 38,129.09	1.585 40,289.73	1.67 42,450.38	1.7125 43,530.71	1.755 44,611.03
11	1.55 39,400.05	1.64 41,687.80	1.73 43,975.54	1.775 45,119.42	1.82 46,263.29
LONG.	5% 1,270.97	5.5% 1,398.07	6% 1,525.16	6.25% 1,588.71	6.5% 1,652.26

* Hours must be GRADUATE hours

Longevity steps AFTER 16,20,24 and 27 years Alma service

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

APPENDIX A

SCHEDULE A - 1996-97
TENTATIVE - SUBJECT TO ADJUSTMENT (ARTICLE 25-B)

BASE SALARY AT BA LEVEL FOR 1996-97 IS \$26,181.97

STEP	BA	BA+20	BA+40* OR MA	MA+15	MA+30
0	1.00 26,181.97	1.035 27,098.34	1.07 28,014.71	1.0875 28,472.89	1.105 28,931.08
1	1.05 27,491.07	1.09 28,538.35	1.13 29,585.63	1.15 30,109.27	1.17 30,632.90
2	1.10 28,800.17	1.145 29,978.36	1.19 31,156.54	1.2125 31,745.64	1.235 32,334.73
3	1.15 30,109.27	1.20 31,418.36	1.25 32,727.46	1.275 33,382.01	1.30 34,036.56
4	1.20 31,418.36	1.255 32,858.37	1.31 34,298.38	1.3375 35,018.38	1.365 35,738.39
5	1.25 32,727.46	1.31 34,298.38	1.37 35,869.30	1.40 36,654.76	1.43 37,440.22
6	1.30 34,036.56	1.365 35,738.39	1.43 37,440.22	1.4625 38,291.13	1.495 39,142.05
7	1.35 35,345.66	1.42 37,178.40	1.49 39,011.14	1.525 39,927.50	1.56 40,843.87
8	1.40 36,654.76	1.475 38,618.41	1.55 40,582.05	1.5875 41,563.88	1.625 42,545.70
9	1.45 37,963.86	1.53 40,058.41	1.61 42,152.97	1.65 43,200.25	1.69 44,247.53
10	1.50 39,272.96	1.585 41,498.42	1.67 43,723.89	1.7125 44,836.62	1.755 45,949.36
11	1.55 40,582.05	1.64 42,938.43	1.73 45,294.81	1.775 46,473.00	1.82 47,651.19
LONG.	5% 1,309.10	5.5% 1,440.01	6% 1,570.92	6.25% 1,636.37	6.5% 1,701.83

* Hours must be GRADUATE hours

Longevity steps AFTER 16,20,24 and 27 years Alma service

SCHEDULE A - 1997-98

BASE SALARY AT BA LEVEL FOR 1997-98 IS
(increase of 1.00% over 1996-97 base)

26,695.39

STEP	BA		BA+20		BA*40* OR MA		MA+15		MA+30	
	INDEX	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT	INDEX	AMOUNT
0	1	26,695.39	1.035	27,629.73	1.07	28,564.07	1.0875	29,031.24	1.105	29,498.41
1	1.05	28,030.16	1.09	29,097.98	1.13	30,165.79	1.15	30,699.70	1.17	31,233.61
2	1.1	29,364.93	1.145	30,566.22	1.19	31,767.52	1.2125	32,368.16	1.235	32,968.81
3	1.15	30,699.70	1.2	32,034.47	1.25	33,369.24	1.275	34,036.62	1.3	34,704.01
4	1.2	32,034.47	1.255	33,502.72	1.31	34,970.96	1.3375	35,705.09	1.365	36,439.21
5	1.25	33,369.24	1.31	34,970.96	1.37	36,572.69	1.4	37,373.55	1.43	38,174.41
6	1.3	34,704.01	1.365	36,439.21	1.43	38,174.41	1.4625	39,042.01	1.495	39,909.61
7	1.35	36,038.78	1.42	37,907.45	1.49	39,776.13	1.525	40,710.47	1.56	41,644.81
8	1.4	37,373.55	1.475	39,375.70	1.55	41,377.86	1.5875	42,378.93	1.625	43,380.01
9	1.45	38,708.32	1.53	40,843.95	1.61	42,979.58	1.65	44,047.39	1.69	45,115.21
10	1.5	40,043.09	1.585	42,312.19	1.67	44,581.30	1.7125	45,715.86	1.755	46,850.41
11	1.55	41,377.86	1.64	43,780.44	1.73	46,183.03	1.775	47,384.32	1.82	48,585.61
LONG.	0.05	1,334.77	0.055	1,468.25	0.06	1,601.72	0.0625	1,668.46	0.065	1,735.20

• Hours must be GRADUATE hours

Longevity steps AFTER 16, 20, 24, AND 27 years Alma service

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

SCHEDULE B

APPENDIX B

<u>High School - Activity</u>	<u>Percentage of Base Salary</u>
Alma Adult Education Yearbook	2.0%
Baseball, Varsity Coach	8.0 %
Baseball, JV Coach	5.0
Basketball, Varsity Coach	11.0
Basketball, JV Coach	7.0
Basketball, Freshman Coach	6.0
Basketball, Freshman "B" Coach	5.0
Cheerleaders, Head Coach - per season	4.0
Cheerleaders, Assistant Coach - per season	3.0
Cross Country, Head Coach	8.0
Cross Country, Assistant Coach	5.0
Football, Varsity Head Coach	11.0
Football, Varsity Assistant Coaches	7.0
Football, JV Coach	6.0
Football, Freshman Coach	6.0
Golf Coach	7.0
Pompon, Head Coach	4.0
Pompon, Assistant Coach	2.0
Softball, Varsity Coach	8.0
Softball, JV Coach	5.0
Swimming, Head Coach	7.0
Tennis, Varsity Coach	7.0
Tennis, Assistant Coach	4.0
Track, Head Coach	10.0
Track, Assistant Coach	6.0
Track, Assistant Specialist	4.0
Volleyball, Varsity Coach	7.0
Volleyball, JV Coach	6.0
Volleyball, Freshman Coach	5.0
Wrestling, Head Coach	10.0
Wrestling, Assistant Coach	6.0
Band	8.0
Band Camp	2.0
B.P.A. Club Advisor	4.0
Class Advisor, Head Senior Advisor	4.0
Class Advisor, Head Junior Advisor	3.0
Class Advisor, Other Head Advisors (9th, 10th)	2.0
Debate Coach	6.0
Drama - If major play production is approved and produced	3.0
F.F.A. Club Advisor	6.0
F.H.A. Club Advisor	4.0
Forensics Coach	6.0
Intellectics Advisor	2.0
Math Team Advisor	2.0
Music	5.0
National Honor Society Advisors	2.0
Noon Duty	4.0/Semester
Odyssey of the Mind Advisor	2.0
Quiz Bowl Advisor	4.0
Science Olympiad Advisor	2.0
Student Council Advisor	6.0
Yearbook Advisor	6.0

SCHEDULE B - PAGE 2

<u>Middle School - Activity</u>	<u>Percentage of Base Salary</u>
Basketball, Boy's Coach (9 weeks)	4.5 %
Basketball, Girl's Coach (9 weeks)	4.5
Cheerleaders, 8th Grade Coach	4.5
Football Coach (9 weeks)	4.5
Track, Boy's Coach (9 weeks)	4.5
Track, Girl's Coach (9 weeks)	4.5
Volleyball, Girl's Coach (9 weeks)	4.5

If sessions are less than 9 weeks as noted above, the wages will be adjusted accordingly.

Band	5.0 %
Drama/Play Production	3.0
HOPE Club	2.0
Music	2.0
Odyssey of the Mind	2.0
Science Olympiad/Science Club Advisor	2.0
Student Council Advisor	3.0

<u>Elementary School - Activity</u>	<u>Percentage of Base Salary</u>
Odyssey of the Mind	2.0 %

MASTER AGREEMENT - ALMA PUBLIC SCHOOLS & AEA - 1997-98

SCHEDULE C

APPENDIX C

	1994-95	1995-96	1996-97	1997-98
Driver Education - classroom	21.18/HR	21.82/HR	22.47/HR	22.69/HR
Driver Education - driving	17.49/HR	18.01/HR	18.53/HR	18.72/HR

1994-97 Calendars are not included and are on file in Superintendent's office.

ALMA PUBLIC SCHOOLS
1997-98 SCHOOL YEAR
ALL DISTRICT

APPENDIX D

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

HALF DAYS
HIGH SCHOOL 25
MIDDLE SCHOOL 26
ELEMENTARY 25, 26

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

HALF DAYS
ELEMENTARY 30

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

HALF DAYS
ELEMENTARY 8

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

HALF DAYS
MIDDLE SCHOOL 10

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

NO SCHOOL FOR STUDENTS
TEACHER IN-SERVICE DAY 1

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

HALF DAYS
HIGH SCHOOL 14, 15, 16
MIDDLE SCHOOL 15, 16
ELEMENTARY 14, 15, 16, 29

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
						29
						30

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

HALF DAYS
MIDDLE SCHOOL 5

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

HALF DAYS
ELEMENTARY 16

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

HALF DAYS
HIGH SCHOOL 3, 4, 5
MIDDLE SCHOOL 3, 4, 5
ELEMENTARY 3, 4, 5

B = Spring Break
T = Teacher Work Day
S = Student Day
S = 1/2 Student Day (Teacher All Day)

H = Holiday
C = Christmas Break
OH = Open House
V = Vacation
SMU = Could Be Used As Makeup Day

**ALMA PUBLIC SCHOOLS
1997-98 SCHOOL YEAR
HIGH SCHOOL**

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
					MU	

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

B = Spring Break
 T = Teacher Work Day
 S = Student Day
 /S = 1/2 Student Day (Teacher All Day)

H = Holiday
 C = Christmas Break
 OH = Open House
 V = Vacation
 MU = Makeup Day

**ALMA PUBLIC SCHOOLS
1997-98 SCHOOL YEAR
MIDDLE SCHOOL**

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

B = Spring Break
 T = Teacher Work Day
 S = Student Day
 /S = 1/2 Student Day (Teacher All Day)

H = Holiday
 C = Christmas Break
 OH = Open House
 V = Vacation
 MU = Makeup Day

ALMA PUBLIC SCHOOLS
1997-98 SCHOOL YEAR
ELEMENTARY

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
					MU	

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

S = Spring Break
T = Teacher Work Day
S = Student Day
1/2 = 1/2 Student Day (Teacher All Day)

H = Holiday
C = Christmas Break
OH = Open House
V = Vacation
MU = Makeup Day

ALMA PUBLIC SCHOOLS
 1997-98 SCHOOL YEAR
 ALMA ADULT EDUCATION

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

B = Spring Break
 T = Teacher Work Day
 S = Student Day
 1/2 = 1/2 Student Day (Teacher All Day)

H = Holiday
 C = Christmas Break
 OH = Open House
 V = Vacation
 MU = Makeup Day

ALMA PUBLIC SCHOOLS
ALMA EDUCATION ASSOCIATION

Grievance No. _____

GRIEVANCE FORM
STEP 1

NAME OF GRIEVANT _____ TIME AND DATE
OF SUBMISSION _____

BUILDING/DEPARTMENT _____ IMMEDIATE
SUPERVISOR _____

CONTRACT PROVISION(S) VIOLATED: ARTICLE _____ SECTION _____

ARTICLE _____ SECTION _____ ARTICLE _____ SECTION _____

TIME AND DATE OF ALLEGED CONTRACTUAL VIOLATION: TIME _____ DATE _____

EMPLOYEE(S) INVOLVED IN GRIEVANCE: _____

STATEMENT OF ISSUE: _____

SYNOPSIS OF FACTS GIVING RISE TO THE ALLEGED VIOLATION:

ACTION OR RELIEF SOUGHT: _____

AGGRIEVED EMPLOYEE(S) SIGNATURE: _____

Note: Use extra sheets of paper, if needed, for any areas of form.

THIS SECTION TO BE FILLED IN BY IMMEDIATE SUPERVISOR

ORAL GRIEVANCE RECEIVED BY: _____
(Immediate Supervisor)

TIME AND DATE GRIEVANCE WAS ORALLY SUBMITTED TO YOU: _____
_____, 19__.

TIME AND DATE ORAL ANSWER TO GRIEVANCE WAS SUBMITTED TO ASSOCIATION:
_____, 19__.

PLACE IN WRITING BELOW, ORAL ANSWER THAT WAS SUBMITTED TO THE
ASSOCIATION: _____

WRITTEN GRIEVANCE RECEIVED BY: _____
(Immediate Supervisor)

TIME AND DATE WRITTEN GRIEVANCE WAS SUBMITTED TO YOU: _____
_____, 19__.

PLACE WRITTEN ANSWER HERE: _____

SIGNATURE: _____ TIME & DATE _____, 19__.
(Immediate Supervisor)

RECEIPT ACKNOWLEDGED BY: _____
ASSOCIATION REPRESENTATIVE/GRIEVANT

TIME AND DATE: _____, 19__.

STEP 2

THIS SECTION TO BE FILLED IN BY THE SUPERINTENDENT OF SCHOOLS

PLACE WRITTEN ANSWER HERE: _____

SIGNATURE: _____ TIME & DATE _____, 19__.
(Superintendent)

RECEIPT ACKNOWLEDGED BY: _____
(Association Representative)

TIME & DATE _____, 19__.

STEP 3

THIS SECTION TO BE FILLED IN BY ASSOCIATION REPRESENTATIVE

WAS THE DISPOSITION BY THE SUPERINTENDENT: _____ SATISFACTORY
_____ UNSATISFACTORY

POSITION OF ASSOCIATION: _____

THE ASSOCIATION _____ DOES _____ DOES NOT REQUEST A MEETING WITH THE BOARD TO TRY TO RESOLVE THE GRIEVANCE.

SIGNATURE: _____ TIME & DATE _____, 19__.
(Association Representative)

RECEIPT ACKNOWLEDGED BY _____
(Superintendent of Schools)

TIME & DATE: _____, 19__.

STEP 4

THIS SECTION TO BE FILLED IN BY THE BOARD REPRESENTATIVE

PLACE WRITTEN ANSWER HERE: _____

SIGNATURE: _____
(Board Representative)
TIME & DATE: _____, 19__.

RECEIPT ACKNOWLEDGED BY: _____
(Association Representative)
TIME & DATE: _____, 19__.

THIS SECTION TO BE FILLED IN BY ASSOCIATION REPRESENTATIVE

WAS THE DISPOSITION BY THE BOARD: _____ SATISFACTORY
_____ UNSATISFACTORY

POSITION OF ASSOCIATION: _____

THE ASSOCIATION _____ DOES _____ DOES NOT INTEND TO PROCESS THE GRIEVANCE THROUGH ARBITRATION.

SIGNATURE: _____
(Association Representative)
TIME & DATE _____, 19__.

RECEIPT ACKNOWLEDGED BY: _____
(Superintendent of Schools)
TIME & DATE _____, 19__.