

4249

8/31/2001

AGREEMENT

between the

ALPENA BOARD OF EDUCATION

and the

ALPENA EDUCATION ASSOCIATION MEA-NEA

Alpena, Michigan

Alpena Public Schools



1997-98, 1998-99, 1999-2000, 2000-2001

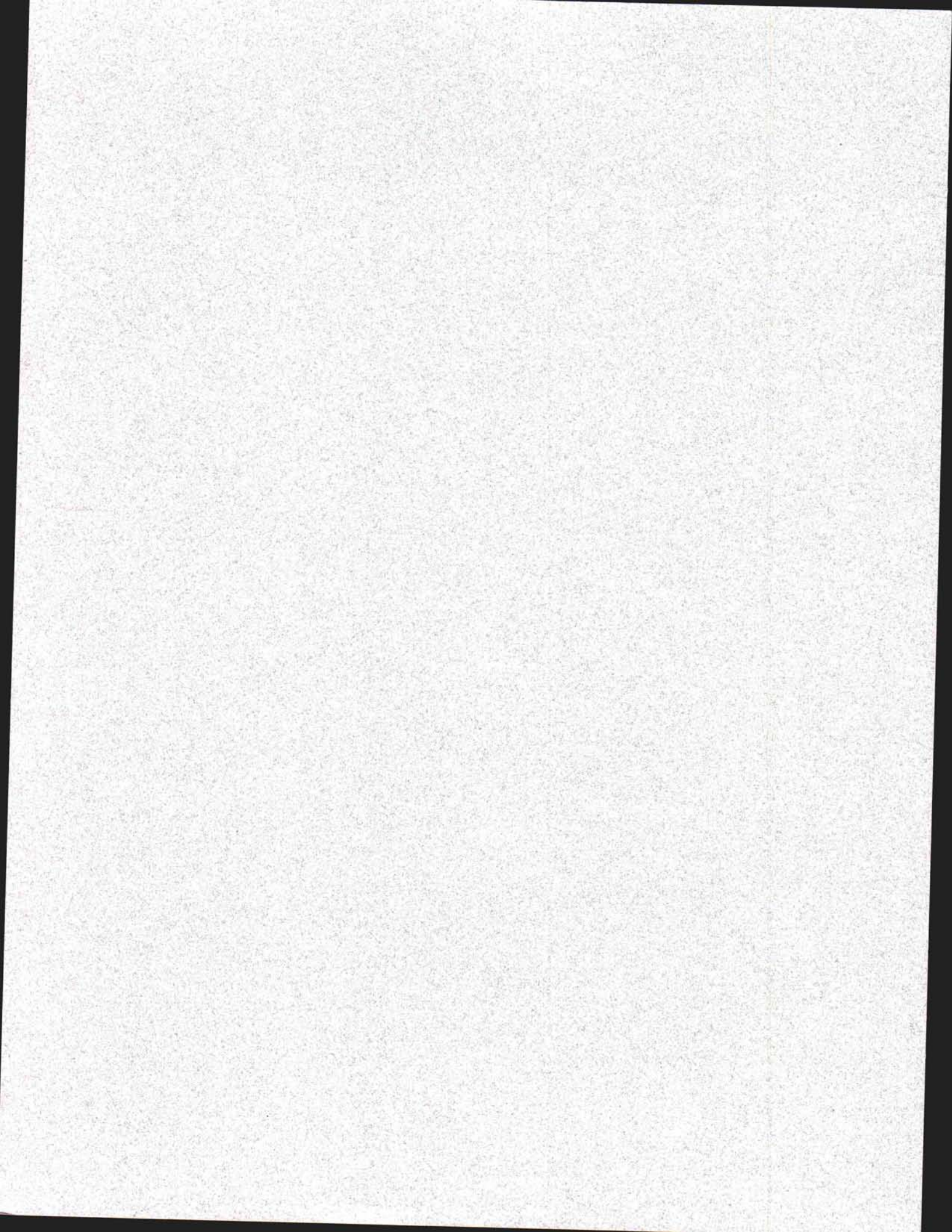
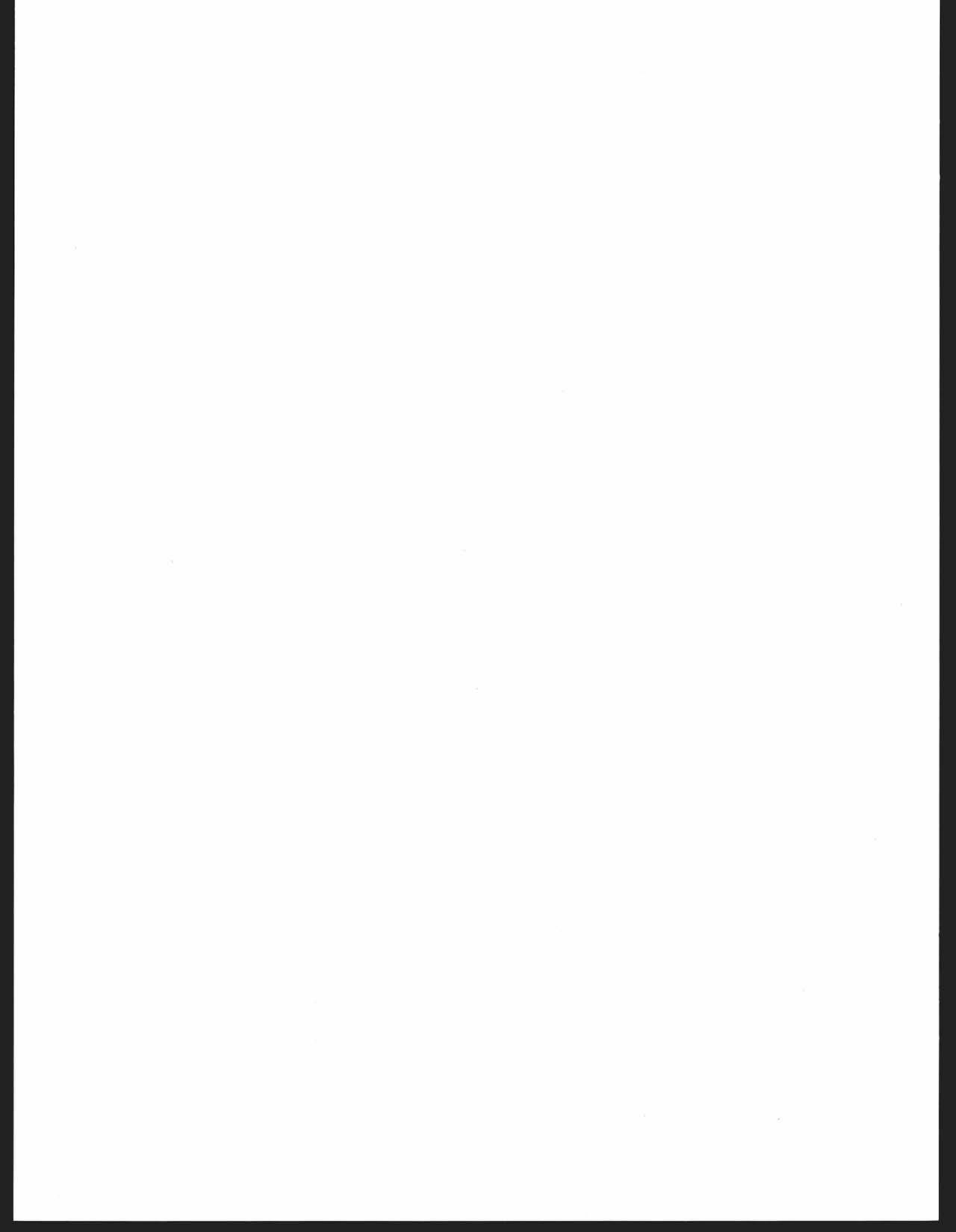


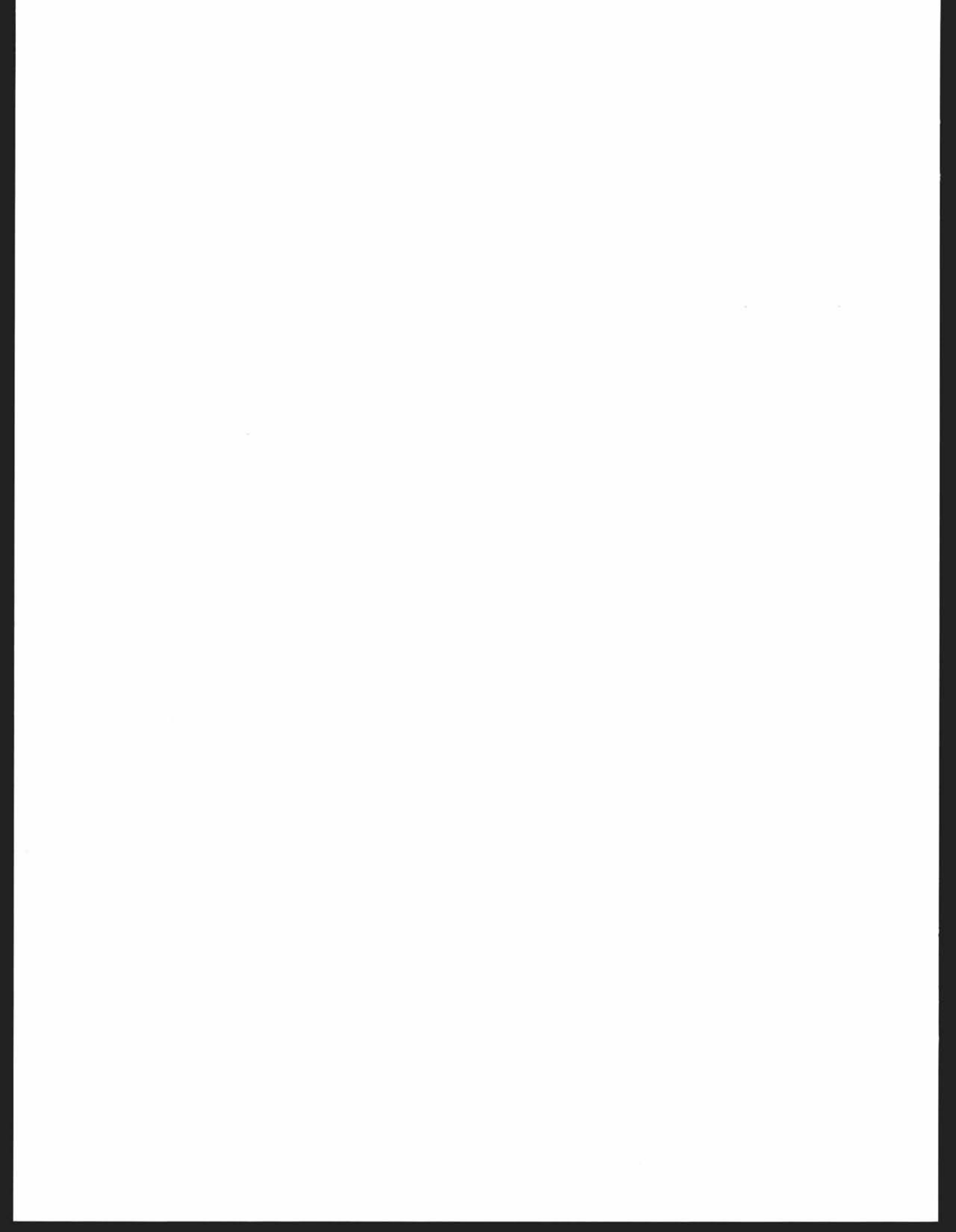
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PREAMBLE

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I
AGREEMENT

A. THIS AGREEMENT, entered into this 21st day of April, 1997, A.D. by and between the Board of Education Alpena Public Schools, Alpena And Presque Isle Counties, Michigan, hereinafter called the "Board" and the Alpena Education Association, hereinafter called the "Association" affiliated with the Michigan Education Association, hereinafter called the "M.E.A." and the National Education Association, hereinafter called the "N.E.A."

This Agreement will be effective as of August 22, 1997, and will continue in effect until August 31, 2001. This Agreement will not be extended orally and it is expressly understood that it will expire on the date indicated.

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

C. This Agreement will supersede any rules, regulations or practices of the Board which will be contrary to or inconsistent with its terms.

D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees will be found contrary to law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application will continue in full force and effect.

E. Any individual statement of salary and/or assignment between the Board and an individual teacher heretofore and hereafter executed will be subject to and consistent with the terms and conditions of this Agreement. If any individual statement of salary and/or assignment contains any language inconsistent with this Agreement, this Agreement during its duration will be controlling. The Association will immediately be provided a copy of any such statement at the time such statement is issued to a new employee.

F. In the event of a desired change in program and/or personnel that involves a change in the negotiated agreement, the Superintendent or his/ her designee will invite the Association in writing to reopen the necessary section of the contract. This invitation will include the section to be opened, plus the additions and/or changes. If the Association agrees to the proposed changes, they may respond affirmatively in writing and no meeting will be necessary; if rationale and/or discussion are needed, a meeting will be scheduled and the changes discussed. All correspondence concerning contract reopeners will be answered within thirty (30) days. In the event the Association wishes to invite the Superintendent to reopen a section of the contract, the same procedure may be followed. All agreements reached by this process are tentative pending final approval by the Board and the Association.

This statement does not in any way imply that either party must agree to the contract being reopened.

1. In recognition of the importance of ongoing school improvement planning, the parties agree that Article I.F. shall not apply to requests involving a proposed school improvement plan. Where changes in wages, hours, terms and condition of employment are being sought by the Board or Association, in such instances, the parties agree to reopen negotiations. The parties' bargaining obligations in such instances shall be consistent with the provisions and obligations under the Public Employment Relations Act.

2. All correspondence concerning reopeners will be answered within thirty (30) days.

3. All agreements, whether in the form of ongoing contract amendments or supplemental letters of agreement negotiated to facilitate the implementation of a pilot project, are subject to the respective parties' notification procedure.

4. Where the District-wide or building-level school improvement teams wish to request consideration for change in the wages, hours, terms and conditions of the master contract, a written request will be submitted to the Superintendent with a copy to the A.E.A. President. In the event either the Superintendent or the A.E.A. President wishes to pursue the request, the procedures of Article I.F. shall apply.

5. The Association may at its option, designate an Association Representative to participate on the system-wide and building-level school improvement teams.

6. Subject to the provisions of Article I.F., any provision(s) of a school improvement plan or application thereof which violates, contradicts or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

7. The conditions which follow shall govern teacher participation in school improvement planning:

(a) Participation shall be voluntary.

(b) Participation or non-participation shall not be used as a criteria for evaluation, discipline or discharge.

8. After the implementation of a plan or project, the Board agrees to meet upon request with the Association to review the plans in relationship to its impact on wages, hours and other terms and conditions of employment.

G. Copies of the Agreement titled "The Alpena Board of Education and the Alpena Education Association, MEA-NEA" will be produced at the expense of the Board and presented to all teachers now employed or hereafter employed by the Board. Further, that the Board will furnish thirty (30) copies of the Master Agreement to the Association for its use.

ARTICLE II
RECOGNITION

A. The Board recognizes the Association as the sole and exclusive bargaining representative for all contracted full-time and part-time elementary and secondary instructors assigned to the regularly scheduled K-12 day* including special education teachers, librarians, counselors, preschool teachers and teachers on leave.

An instructor is any person engaged in classroom instruction as his/ her primary responsibility. The Board representative will meet with the representative of the Association for the purpose of bargaining collectively in respect to wages, hours, and other terms and conditions of employment.

*Does not include Adult Basic Education, Adult High School Completion and Summer School ...substitutes and coaches who are not otherwise members of the unit as teachers

ARTICLE III
BOARD'S RIGHTS

A. The Board, on its behalf and on behalf of the electors of the Alpena Public School District, hereby retains and reserves unto itself, all rights, powers, authorities, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, except as limited by the specific and express terms of this Agreement. These rights will include, but not be limited to:

1. The executive management and administrative control of the school system and its properties and facilities.

2. The management, assignment, and direction of the working forces, including the right to hire and promote or to transfer, maintain discipline and efficiency of employees, suspend, discharge, and demote all employees for good cause.

3. The adoption of rules and regulations.

4. The determination of professional qualifications of employees.

5. The determination of the number and location of facilities.

6. The determination of financial and educational policies.

7. The maintenance of complete control over the management organization, its functions, authority and table of organization.

B. The exercise of the foregoing rights, powers, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith will be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the United States.

ARTICLE IV

ASSOCIATION'S RIGHTS

A. The Board will make available to the Association upon its request, such statistics and financial information, related to the Alpena Public Schools and in the possession of the Board, as are necessary for the negotiation of collective bargaining agreements; as well as records in possession of the Board which may be necessary for the Association to process any grievance.

The teachers will be entitled to full rights of their citizenship and no religious or political activities of any teacher or the lack thereof will be grounds for discipline or discrimination with respect to the professional employment of such teacher. The religious or political activities must be conducted on the teacher's own time or on such school time as may be agreed upon between the Superintendent and the teacher.

B. In any negotiations provided for by this Agreement, neither party will 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 the majority of the Board and by a majority of the membership of the Association, but the parties mutually pledged that representatives selected by each will be clothed with all necessary power and authority to make proposals and consider proposals in the course of negotiations or bargaining, subject only to such ultimate ratification.

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

D. The Association will not engage in strike action of any type during the life of this contract.

ARTICLE V

TEACHERS' RIGHTS

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

The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by said Act 379 or other laws of the State of Michigan or the Constitution of the State of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any other terms of employment because of his/her membership in the collective professional negotiations with the Board; or his/her initiation of any grievance complaint.

B. Non-Discrimination:

The provisions of this Agreement will be applied without regard to race, creed, religion, color, national origin, age, sex, physical characteristics or marital status.

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

D. Recognition of Resource Person:

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

ARTICLE VI

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

A. Teachers shall as a condition of employment pay either association membership dues or a service fee in an amount established by the Association.

The Board and Association agree that the payroll deduction of membership dues and/or service fees is required as a condition of the collective bargaining agreement. The Board will accordingly deduct the amounts designated by the Association through payroll deduction pursuant to the authority set forth in MCLA 408.477.

1. The Board will deduct one-tenth (1/10) of such dues and contributions from the first regular salary check of the teacher each month for ten (10) months beginning in September and ending in June of each year. Deductions for teachers employed after the commencement of the school year will be appropriately prorated.

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

3. Service Fee Payers:

Bargaining unit members not joining the Association shall pay a service fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies and procedures for contesting the level of service fee set forth in the policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

4. Should the mandatory payroll deduction provisions set forth in Section A.1. become legally disallowed, the parties agree that the discharge procedures set forth in Article VI.A. of the 1988-91 collective bargaining agreement shall be reinstated.

5. In the event of any legal action against the employer because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel and agrees to indemnify and save the Board and individual Board members harmless against any and all claims, demands, losses, costs and expenses arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of this Article.

B. Upon appropriate written voluntary authorization by the teacher, the Board will deduct from the salary of the teacher, and make appropriate remittance, monies specified for:

1. United Way
2. Savings Bonds
3. Credit Union
4. Insurance options provided in this agreement
5. Deferred income plans allowed by I.R.S.

The deduction and remittance will be for the convenience of the teacher and shall imply no endorsement or liability by the Board.

Teachers may not concurrently defer income to more than one plan under Section B.5.

C. Deductions for unauthorized absence will be computed on the basis of the number of contracted days. The salary used for deduction will be the teacher's base salary.

Additional deductions for unauthorized absence resulting in failure to perform paid special duties or extra responsibilities will be computed on the basis of the days normally involved in the special duty or extra responsibility.

D. When an individual owes the Board money under the terms and conditions of this Agreement, the Board is authorized to utilize payroll deduction. Mutual agreement of the parties is necessary related to payment when large amounts of money are involved.

E. The deductions cited in this Article will be made according to payroll procedures established by the Board.

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement and may be processed as hereinafter provided. All disputes over decisions regarding hiring, probation, tenure, nonrenewal of contract and discharge, are to be handled under the terms of the Tenure Law and are not to be made a matter of Grievance (this sentence is not intended to circumvent any other part of the Agreement); probationary teachers only may process the matters mentioned in this sentence through the third step of the grievance procedure (the appeal to the Superintendent or designee shall be the final step and the grievance cannot be submitted to Arbitration). Also excluded from the grievance procedure is the non-reappointment of any coach who is not otherwise a member of the unit as a teacher and the non-reappointment of any other person in an extracurricular position who is not otherwise a member of the unit as a teacher.

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

3. The term "days" shall mean calendar days.

B. Purpose:

The primary purpose of this procedure is to secure, as near to the initial step as possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings will be kept as confidential as may be appropriate at each level of the procedure. Nothing herein contained will be construed as limiting the right of any teacher with a grievance to discuss the matter informally with the appropriate member of the administration provided that it is done in compliance with Article VII, Paragraph C.

C. Structure:

The Association will establish a committee to process grievances of the personnel it represents. When a teacher is not represented by the Association, the Association will have the right to be present and to state its views at all stages of the grievance process.

D. Procedure:

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

1. Step One/Informal

The Grievance will be discussed with the immediate supervisor or principal within fourteen (14) days of the alleged violation individually or with an Association Representative, with the objective of resolving the matter informally.

The immediate supervisor or principal will have 14 days following discussion of the alleged violation to see a solution to the matter informally.

If the matter is not resolved or no response has been provided the Association by the conclusion of the 14 day period, the Association will have 14 days to submit the grievance in writing and initiate Step Two of the grievance process.

2. Step Two/Written

In the event the matter is not resolved informally, the grievance, stated in writing, may be submitted to the supervisor or principal within fourteen (14) days following the first meeting with the supervisor or principal.

(a) A grievance may be lodged and thereafter discussed with the principal or supervisor,

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

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

(c) Within fourteen (14) days after receiving the grievance, the principal or supervisor will state his/her decision in writing, together with the supporting reasons, and will furnish one (1) copy to the teacher(s) and two (2) copies to the Association Committee.

3. Step Three/Superintendent of Schools

In the event the grievance is not satisfied it may within fourteen (14) days of receipt of the decision, be processed with the Superintendent/designee. Within fourteen (14) days from the receipt of the grievance, the Superintendent/designee will meet with the Association in an effort to resolve the grievance and within fourteen (14) days following the meeting will render a decision as to the solution.

4. Step Four/Binding Arbitration

In the event the Association is not satisfied with the disposition of the grievance at Step Three, or if no decision has been rendered within fourteen (14) days following the meeting held in Step Three, the Association only (not an individual) may refer the grievance to binding arbitration. Either party may submit the grievance to final and binding arbitration under the rules of the American Arbitration Association which will act as administrator of the proceedings. If neither party files a Demand for Arbitration within thirty (30) days of the date of disposition of the grievance at Step Three or the date the Step Three time limit expires without action, whichever date is later, then the grievance will be deemed withdrawn.

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

The arbitrator will have no power to alter, add to, or subtract from the terms of this Agreement. He shall have no power to change any practice, policy, or rule of the district, nor to substitute his judgment for that of the District as to the reasonableness of any such practice, policy, rule or any action taken by the District. His power shall be limited to deciding whether the District has violated the express articles or sections of this Agreement. He shall not imply obligations and conditions binding upon the District from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the District. Each party will bear the full costs for its side of the arbitration, and will pay one-half (1/2) of the costs for the arbitrator. The arbitrator's award is final and binding on both parties.

E. Miscellaneous:

1. A grievance may be withdrawn at any step without prejudice.
2. No reprisals will be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications and records dealing with a grievance will be filed separately from the personnel files of the participants.
4. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments, and the arbitrator shall have no power to order one.

ARTICLE VIII
CONDITIONS OF EMPLOYMENT

A. Health Examinations:

1. The Board of Education reserves the right to request a health examination upon written request. Health is defined as physical and/or mental.

2. When a special examination is requested by the Board of Education, the expense will be paid by the Board.

B. Classroom Teacher-Pupil Ratio:

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

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

Preschool -- State and/or federal preschool regulations	
Elementary	27 : 1
Junior High School	28 : 1
Senior High School	28 : 1

Class size will be as follows:

Kdg. When any class size exceeds twenty-seven (27) pupils, the teacher involved will receive one hour of teacher aide assistance per extra pupil until such time as that teacher has a full-time teacher aide assistant. No class size will exceed thirty-five (35) pupils unless it is reasonably necessary or an emergency.

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

* Modern educational theory allows for both large and small group instruction. In relation to elementary class size, it is the intent to adjust loads so that all classes conform closely to the above guide.

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

Split Classes: Each split classroom will receive two hours of aide time. In addition, one hour of aide time will be assigned for each pupil over twenty-seven (27) until such time as a full-time aide is assigned. The maximum number of pupils in split classes 1-6 will not exceed thirty-two (32) unless it is reasonably necessary or an emergency.

Teachers who wish to deviate from normal classroom procedures will submit to their building principal for approval their plan for the classroom setup which will make for the most workable and manageable situation for both teacher and students; adaptation of the curriculum may also be included. The principal in consultation with the teacher (when possible) will select students for placement.

3. Elementary Music Teacher Class Load:

Elementary music teachers will teach a maximum of nine (9) thirty-minute classes per day, in grades one (1) through six (6), or their equivalent.

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

C. Teacher Work Schedule:

1. The Board and the Association recognize and agree that a teacher's responsibility to the students, community and profession generally entails the performance of duties and the expenditure of the time and service beyond classroom duty hours. Such time and service beyond classroom duty hours and the customary professional meeting will be contained within the forty (40) hour week. Teachers shall participate in IEPC meetings which may be held outside the teachers' workday consistent with past practice. Teachers shall also participate in one (1) evening building activity involving parents in addition to parent-teacher conferences. Teachers shall also participate on an equitable basis in preparing building bulletin boards consistent with past practice.

2. All special area teachers, counselors, librarians, and other specialists are to observe the work schedule determined by the administration.

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

4. Elementary teachers will be provided with a minimum of three (3) unassigned hours per week for preparation and planning time during the school day. Planning time will be provided during those times when special area instruction (i.e. music and physical education) is given students, time (15 minutes) prior to the instructional day, and duty-free recess.

In addition, elementary teachers will have seven (7) one-half (1/2) days of released time per year for preparation and planning time.

The Seven (7) one-half (1/2) day provision will not be in effect when the Board has scheduled at least sixty (60) minutes of special instruction per week. In the event the Board reduces specialized instruction to less than sixty (60) minutes, the seven (7) one-half (1/2) days will be reinstated.

5. When the state mandates training related to implementation of a curriculum model (i.e., health education model) and this training necessitates requiring teachers to work additional days or fraction (minimum of 1/2 day) beyond the contracted work days, the teacher will be paid on a per diem basis.

6. Placement of Student Teachers:

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

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

(c) Supervising teachers will have tenure, except that experienced non-tenure teachers new to the system may have a student teacher.

7. Noon-Hour:

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

8. Elementary Recess Supervision:

The board and teachers recognize the concept and value of elementary preparation time during the regular school day. Building administrators and teachers are to work closely in developing the use of preparation time. When realistically possible, certified supervision of students in attendance during the day is desirable.

K-6 teachers will be guaranteed duty-free recess subject to the following conditions:

(a) This provision does not obviate individual teachers' rights to supervise their own students during recess on a voluntary basis or the necessity of individual teacher supervision during emergencies.

(b) The length of the workday and the length of the work year will be scheduled in a manner that will allow the District to ensure that the minimum number of hours of pupil instruction in a school year is 900 for the 1994-95 school year, 990 for the 1995-96 and 1996-97 school years, 1,035 for the 1997-98 and 1998-99 school years, and 1,080 for the 1999-2000 school year and each succeeding school year. The school improvement committee in each building shall establish the plan for that building through the year 2000 by which this will be accomplished which will be brought back for ratification by the Board and Association by March 1, 1995.

D. Notification of Address Change:

It will be the responsibility of each teacher to notify the Board in writing of any change in address. The teacher's address as it appears on the Board's records will be conclusive when used in connection with any written notification to the teacher.

E. Personnel Files:

A teacher will have the right to review the contents of his/her personnel file. A representative of the Association may accompany the teacher in such a review at the request of the teacher. Confidential credentials and related personal references normally obtained at the time of employment are specifically exempt from such review and will be removed prior to the review of the file. No disciplinary or evaluative material will be placed in a teacher's personnel file unless notification is given within fourteen (14) days of the discovery of the incident or evaluation. A copy of said material marked "For Personnel File" given to the teacher will serve as notice. The teacher may include a written response. Staff members may request that other materials be placed in their personnel file. All provisions of P.A. 397 of 1978 will apply.

F. After six (6) years, an employee may request the personnel director to remove derogatory information from his/her employment file. (This does not include formal evaluation.) The personnel director will respond to the employee in writing, and the decision is non-grievable.

G. T.W.I.T.

The District shall not implement Two Way Interactive Television programs without prior agreement with the teacher's bargaining agent on wages, hours, and other conditions of employment.

H. Elementary Parent-Teacher Conferences:

1. The calendar shall include three (3) half days in the fall and three (3) half days in the spring for purposes of parent-teacher conferences. The administration and the teachers of each Building School Improvement Committee in each building will select one of the following options for each conference, which must then be voted upon and approved by a majority of the building teachers:

	<u>Day</u>	<u>A.M.</u>	<u>P.M.</u>	<u>Evening</u>
a.	1	Students	Plan	Off
	2	Students	Off	Conference
	3	Students	Conference	Off

	<u>Day</u>	<u>A.M.</u>	<u>P.M.</u>	<u>Evening</u>
b.	1	Students	Plan	Off
	2	Students	Conference	Conference
	3	Students	Off	Off

	<u>Day</u>	<u>A.M.</u>	<u>P.M.</u>	<u>Evening</u>
c.	1	Students	Plan	Conference
	2	Students	Conference	Off
	3	Students	Off	Off

	<u>Day</u>	<u>A.M.</u>	<u>P.M.</u>	<u>Evening</u>
d.	1	Students	Plan	Conference
	2	Students	Off	Off
	3	Students	Conference	Off

2. In addition to the parent-teacher conference time set forth in Section 1 above, an elementary teacher with more than twenty-four (24) students' parents scheduled for conferences for the semester will be entitled upon request to the building principal, fifteen (15) minutes of release time to facilitate the scheduling of each additional conference.

I. Least Restrictive Environment and Medically Fragile Students

1. Application for this article shall apply to special education students in the following categories: SMI, SXI, TMI, POHI, autistic and medically fragile students.

2. Mainstreaming is defined as the placement of an identified special education student referenced above in Section 1 into an educational program for any part of the regular school day.

When a teacher is assigned a special education student as set forth above, the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions nor render routine scheduled care or maintenance of bodily functions (e.g., tracheotomy, custodial care, etc.) related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the teacher's responsibility to implement the student's individualized educational plan and for attending to the educational needs of the student while in the teacher's class.

3. If any teacher has a reasonable basis to believe that a handicapped student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion in writing.

4. On a case-by-case basis, the district will seek the teacher's input as to training and determine what training if any will be necessary for the general education teacher who has a mainstreamed student as set forth in Section 2 assigned to his/her classroom.

5. In assigning a mainstreamed student as defined in Section 2 to a general education classroom when more than one classroom placement is available within the building to facilitate the implementation of the student's IEP, the Board agrees to consider the severity of the student's condition, the number of other mainstreamed students assigned to the class and the overall class sizes within the applicable classrooms.

6. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of the student's unique needs as determined by an Individual Education Planning Committee (IEPC). Although it is agreed that the handicapped student's participation and right to participate in regular education programs and services cannot be affected by this Agreement.

7. The District shall determine the need for a teacher who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The district shall provide release time in the event the district directs or authorizes a teacher to attend an IEPC which is scheduled during the time the teacher is assigned to teach a class.

J. **Preschool:** Article VIII, Sections C.3. and H, and Appendix B, do not apply to preschool teachers. Instead, full-time preschool teachers will work a minimum of 1,020 hours annually. Preschool teachers will have their own work schedule, calendar, and conference and home visitation schedules developed annually by the administration with input from the preschool teachers.

ARTICLE IX

ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Assignments:

1. The Board reserves the right to assign staff as required, however, teachers' wishes will be considered insofar as possible. Assignments will be made with the primary concern for the needs of the students within the framework of the experience, background and ability of the teacher.

2. Tenure teachers will not, without good reason and consent, be assigned teaching responsibilities outside their area of certification. Probationary teachers will be placed and assigned in areas where certified.

3. Returning teachers will be given written notice of their tentative assignment for the coming school year no later than June 1. In the event that changes in such assignment are necessary, such change will not take place without notification to the teacher. The teacher will have three (3) days from date of notification to discuss said change with the appropriate administrator.

4. All supplemental contractual assignments in addition to the normal teaching schedule will, if filled, be annual contractual assignment with employment obligations in the supplemental assignment subject to termination by either party at the end of each contract year. Preferential consideration for such assignments will be given to teachers employed with the District provided they have the necessary qualifications as determined by the Board.

5. Each building principal will assign qualified teacher helpers to all teachers new to the building. The principle responsibility of the teacher helpers will be to assist the teacher in becoming familiar with school and district policies.

6. If requested by a teacher, the building principal will inform the Association Representative about problems the teacher may be having in the performance of his/her duties. The Association may then provide help for the teacher.

7. Representative(s) of the Board will meet with the Association prior to May 1, to discuss anticipated staff needs for the following school year. If staff reductions or lay-offs are anticipated for the second semester, representative(s) of the Board will meet with the Association prior to the Winter Break.

8. Department Head:

(a) A list of department head positions for the following year will be posted each May and the administration will provide a notification of vacancies to Association Building Representatives.

(b) Assignment will be made annually by the Superintendent or his/her designee. Request for an assignment must be made in writing to the appropriate Director of Instruction by June 1 of each year.

(c) Vacancies will be filled with the candidate who by reason of training, experience and personal qualities has the best qualifications for the position. Such assignments will be made from within the department when possible.

B. Vacancies:

1. Definition:

A vacancy will be defined as a new position or a position resulting from termination, transfer, reduction of staff, leave of absence of one year or more, or disability of known duration of one year or more.

2. Notification:

Notification of teaching vacancies will be made by the Administration to the Association Building Representatives and Association President. This notification will coincide with any other publication of vacancies and will include a general description of the vacancy and the requirements for the position.

During summer months when school is not in session, the notification will be included in pay envelopes or mailed to the individual teachers.

Notification of vacancies not filled by staff members presently employed will be sent by certified mail to teachers on the recall list who have the appropriate certification or letter from the granting institution indicating completion of the requirements for certification on file in the Personnel Office. When requested by the Association, the Board will provide a copy of certification on file for a teacher on the recall list.

When an extracurricular vacancy cannot be filled by staff members within the building, it will be posted to other staff members presently working.

3. Qualifications:

(a) Definition of Qualified (Grades 7-8)

(1) Major or minor in the subject area or experience in the subject area at the 7-8 level on regular basis within last five (5) years.

(2) In the areas of language arts, social studies, science, math, or typing, teachers without qualifications listed in Article IX, B., 3. (a) (1) as of September 1, 1983, must be enrolled within thirty (30) days of the first working day of the assignment in a program to obtain a minor in the assigned area. The teacher must complete six (6) hours of the minor program within each year following the first working day of the assignment.

Teachers assigned under this clause (Article IX, B., 3 (a) (2)) must continue under the provisions in effect when the assignment was made until the minor is obtained or the assignment is terminated.

(b) Definition of Qualified (Elementary Music, Physical Education and Art)

(1) Certification in the specific discipline or a major in the specific discipline or teaching experience in the specific discipline at the K-6 level on a regular basis within the last five (5) years.

(2) (Effective with the 1985-86 school year.) Certification in the specific discipline or a major/minor in the specific discipline or teaching experience in the specific discipline at the K-6 level on a regular basis within the last five (5) years.

(c) Applicants for Chapter One positions shall have qualifications as determined by the Board.

4. Application and Assignment:

Staff members including unassigned teachers who have the proper certification and qualifications may apply in writing to the Personnel Office within ten (10) days after the posting date.

When certified and qualified for teaching positions, teachers in the district will receive preference over outside applicants. Certification must be recorded and on file in the Personnel Office. New endorsements and/or new certification requires a letter on file from the granting institution prior to the end of the posting period indicating completion of the requirements for certification.

Vacancies which occur during the summer after the last possible posting prior to July 1, may be filled without posting. Should these positions exist for the following year, they will be declared vacant and posted. The Administration will notify the Association President in writing of such vacancies and who is assigned.

The parties recognize that when vacancies occur during the school year it may be difficult to fill them from within the District without undue interruption to the existing instructional program. If the Board so determines, such vacancy may be filled on a temporary or tentative basis until the end of the current semester or school year, at which time the position will be considered vacant and posted. The administration will notify the Association President in writing of such action and who is assigned.

The Board recognizes its responsibility to fill vacancies in a timely manner. Sufficient time must be allowed to consider all applicants.

5. Administrative Vacancies:

Notification of administrative vacancies will be made to the Association Building Representatives and Association President. In filling administrative positions, the Board will consider professional qualifications, background, attainments, and other relevant factors of all applicants from within the school system as well as applicants from outside the school system. The parties recognize, however, that the filling of administrative positions is a prerogative of the Board, and the decision of the Board with respect to such matters will be final.

6. **Preschool:** Preschool teachers shall receive postings consistent with regular education teachers. A maximum of one (1) preschool teacher each year will be allowed to accept posted regular education positions. However, it is recognized that the District employs individuals specifically for preschool teaching assignments. Therefore, it is agreed that the Board has the discretion to determine whether additional preschool teachers will be allowed to accept a posted regular education position for which the preschool teacher is deemed qualified by the Board. In determining whether to approve a request for assignment of a preschool teacher to a regular education position, consideration will be given to certification, qualifications, preschool seniority, and other relevant factors.

C. Transfers:

1. Voluntary Transfers:

An assigned staff member who successfully applies for a vacant position following the procedures listed in Article IX will be considered a voluntary transfer.

A staff member not selected for a vacancy will be notified at the time the action is taken. Upon request such staff member may meet with the superintendent or his/her designee to discuss the decision. A written summary of the conference will be provided upon the request of the teacher.

2. Involuntary Transfers:

Any transfer which is involuntary will be made only after a meeting between the teacher involved and the Superintendent of Schools or his/her designee at which time the teacher will be notified of the transfer and the reason for such transfer. Involuntary transfers must be reasonable and just.

3. School or Subject Area Transfers:

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

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

(b) If no teacher volunteers, the teacher with the least district seniority in the affected building will be transferred.

(c) A teacher being involuntarily transferred under this section may apply to any vacancy or may apply for any new or vacated position for which a new teacher was hired following the close of school the previous year, for which the involuntarily transferred teacher is certified and qualified. A teacher being involuntarily transferred under this section will be given a position (according to seniority) for which he/she is certified and qualified.

(d) A probationary teacher will be given a position (according to seniority) for which he/she is certified and qualified.

4. School Closing Transfer:

When a school closing(s) results in the students being moved to another facility, certified personnel affected by the school closing(s) will have priority for openings at the new location to which their students have been transferred and are entitled to assignments according to certification, qualifications and seniority.

When a school closing(s) results in students being moved to more than one facility, teaching positions created by such changes will be staffed according to the language in Article IX.

5. Administrative Transfer:

Any teacher who shall be promoted to an administrative position within the District and shall later return to a teacher status will be entitled to retain such rights as he/she may have had under this Agreement prior to such transfer to an administrative position.

ARTICLE X

REDUCTION, LAYOFF AND SENIORITY

A. Reduction/Layoff:

1. No reduction or layoff will take place without prior consultation with the Association and, when possible, no teacher will be laid off or placed on part-time without receiving prior written notice thirty (30) calendar days during the year and when possible ninety (90) calendar days, but in no event less than sixty (60) calendar days in the summer prior to the reduction.

2. Should a substantial decrease in student enrollment or other conditions make necessary a general reduction in the number of teachers employed, the Board will accomplish the reduction in the following manner:

(a) First year probationary teachers according to qualifications, certification and seniority.

(b) Second year probationary teachers according to qualifications, certification and seniority.

(c) Third year probationary teachers according to qualifications, certification and seniority.

(d) Fourth year probationary teachers according to qualifications, certification and seniority.

(e) Tenure teachers according to qualifications, certification and seniority.

(f) A bargaining unit member who has not previously attained tenure under the Michigan Teachers Tenure Act in a position other than as a classroom teacher, who is placed in a position as a counselor or librarian shall not be deemed to have tenure in such position by virtue of this contract or any individual contract for that position, but shall be deemed to have continuing tenure as an active classroom teacher.

3. Any layoff pursuant to this article will automatically terminate the individual employment contract of all laid off, non-tenure teachers and tenure teachers and will suspend, for the duration of the layoff, the Board's obligation to pay salary or fringe benefits for any laid-off teacher's individual or supplemental employment contract as well as all benefits under this collective bargaining agreement.

4. In the event of a staff reduction/layoff, K-12 teachers displacing a preschool teacher by virtue of seniority shall be placed on the salary schedule as per the language in Article XVI, Section L, Preschool, of this Agreement. Displacing teachers shall maintain their original seniority date.

B. Recall:

1. Recall is the assignment of a laid-off teacher to a position for which he/she has applied. The recall period will be defined as that length during which the Board is obligated to notify and recall any teacher who has been laid off due to a necessary reduction in personnel.

2. The laid-off teacher will be assigned, according to seniority, to the first vacancy for which he/she applies and is certified and qualified, which has not been filled by a teacher with more seniority.

3. In the event of a recall, the Board will notify the Association of the recall.

4. Tenure teachers will remain on the recall list and will have recall rights for a period of three (3) years following the effective date of layoff. Probationary teachers will have a recall period of one (1) year from the effective date of their layoff.

5. No new teacher will be hired until all laid-off teachers, who are qualified and certified, have been given an opportunity for recall, as provided in this agreement and the Michigan Teacher Tenure Act.

6. Upon return, each teacher will be granted the same status regarding probation, tenure, salary and fringe benefits that were his/hers at the time of layoff. However, additional K-12 teaching experience and additional credit hours acquired during such layoff will apply toward placement on the salary schedule.

C. Seniority:

The "Seniority List" as developed jointly by the A.E.A. and the Board on June 7, 1974, and as updated hereafter, will be the official seniority list for the district.

Henceforth the following will apply:

(a) Seniority will be the length of continuous service from the latest date of hire with the Alpena Board of Education.

(b) Teachers will be placed on the seniority list in accordance with the following procedures:

(1) The first day of employment is defined as the teacher's first working day of the current school calendar according to the Master Agreement.

(2) The first day of employment for teachers who are hired for teaching duties commencing after the last day of the school calendar year will be the first school calendar day of the subsequent year.

(3) Teachers who have the same first day of employment will be placed on the list by participating in a lottery to be conducted under the joint auspices of the Association and the Board.

(4) The A.E.A. will be informed of all changes in the seniority list within fifteen (15) days of such change.

(5) Teachers who leave the teaching field to become administrators will have one (1) year in which to make a decision on staying in administration or returning to teaching with full retention of seniority as a teacher.

(6) Teachers who leave the teaching field to become administrators and do not return within one (1) year will retain only those seniority rights possessed at the time of leaving the unit.

(7) It is the intent of the parties that nothing in this section will be contrary to the Michigan Teacher Tenure Act.

D. Preschool Seniority:

Preschool teachers shall have seniority within the group of preschool teachers based on their first day of employment with Alpena Public Schools. If a preschool teacher is approved by the Board for assignment to a regular education position, seniority in the bargaining unit will be determined as follows: Preschool teachers employed as of August 17, 1993 will be placed on the bargaining unit master seniority list effective as of that date; preschool teachers employed after August 17, 1993 will be placed on the bargaining unit seniority list effective as of their first day of employment as a preschool teacher.

ARTICLE XI

EVALUATION OF PERSONNEL

A. Evaluation of Personnel:

Evaluation of the effectiveness of teaching is an important function of the Administration. If the evaluation process is to be effective, it must be a communication process to serve both a guidance and rating function. The main purposes of evaluation are:

1. To insure the best education possible for students through the selection procedure and the growth and development of the staff member.
2. To improve communications between the teachers and their administrators.
3. To evaluate teachers to assist in assignment, transfer, promotion, tenure status and dismissal procedures.

All observation of teaching performance of a teacher will be conducted openly and with the full knowledge of the teacher. The teacher will be given a copy of all evaluation materials placed in the teacher's personnel office file, which will be the teacher's official file for district use.

B. Evaluation Procedures:

1. The evaluation instrument is intended to direct and remind the teacher and the evaluator of the many different teaching skills which are important. It provides a basis for discussions concerning present strengths and weaknesses and a place for suggestions of areas needing improvement. The evaluation form is the formal report by the evaluator and will be filed permanently in the Central Office personnel file.

2. The evaluation instrument may be used as a preliminary self appraisal form if the teacher desires.

3. Non-classroom personnel will also be evaluated on this instrument with necessary adaptations of the instrument being made to facilitate communications.

4. Probationary teachers will be formally evaluated at least once during the school year. Tenure teachers will be formally evaluated at least once every three (3) years. A classroom teacher evaluation will include a minimum of fifteen (15) uninterrupted minutes of classroom observation.

5. Standardized test results of academic progress of students will not be used in any way as evaluative of the quality of a teacher's service or fitness for retention.

6. Dismissal of tenure teachers will be carried out solely through the provisions of the Michigan Teachers Tenure Act.

7. The administrator will prepare and submit a written report and recommendations for improvement (if needed) to the teacher within ten (10) school days of the evaluation and will within twenty (20) school days meet in a post-evaluation conference with the teacher for the purpose of clarifying the report and recommendations.

8. If an administrator believes a teacher is doing unacceptable work, the reasons therefore will be set forth in specific terms as will an identification of the specific ways in which the teacher is to improve and of assistance to be given.

9. The building principal is the primary evaluator of employees placed in a specific building. In instances where employees are assigned to two or more buildings, the employee's immediate supervisor will be designated as the primary evaluator. In situations where an assistant principal is assigned, he/she may be designated as the evaluator. In all cases, the employee should know who is designated as the evaluator.

10. All professional personnel who are to be evaluated in a given year will receive written notification of the pending evaluation no later than September 30th, whenever possible. No teacher shall be observed on the day before Thanksgiving, Christmas, spring break, and Easter if separate.

11. The mutually developed evaluation form is attached as Appendix D, and the Individualized Development Plan form as Appendix E. These forms will be reviewed annually by the Association's Professional Committee and the Board's administrative representatives. These forms will be reviewed with each new probationary teacher within thirty (30) work days of initial employment.

12. A pre-conference between the professional employee and the evaluating administrator will be held prior to the evaluation process. This meeting will serve as a vehicle for discussion of the mechanics, procedures, and form to be utilized in the evaluation.

13. A teacher who disagrees with an evaluation or recommendation for improvement may submit a written rebuttal which will be attached to the file copy of the evaluation. Furthermore, the teacher being evaluated may within ten (10) days of receipt of the evaluation form request an evaluation by a second administrator. Such requests will be directed to the superintendent who will assign another administrator to conduct an evaluation.

14. Each probationary teacher shall be provided with an Individualized Development Plan developed by appropriate administrative personnel in consultation with the individual teacher and provided with at least an annual year-end performance evaluation each year during the teacher's probationary period. The annual year-end performance evaluation shall be based on, but is not limited to, at least two classroom observations held at least sixty (60) days apart, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher and the administration, and shall include at least an assessment of the teacher's progress in meeting the goals of his or her Individualized Development Plan. This provision does not preclude additional observations.

15. For the first three years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to one or more master teachers, or college professors, or retired master teachers, who shall act as a mentor or mentors to the teacher. During the three-year period, the teacher shall satisfactorily complete an intensive professional development induction into teaching based on the individualized development plan which shall consist of at least fifteen (15) days of professional development. Upon written request and with prior written administrative approval, the teacher may be given release time if release time is deemed necessary by the administration to fulfill the professional development requirement. Written requests for reimbursement of related expenses may be approved at the discretion of the administration. Serving as a mentor shall be voluntary.

16. Definition of terms:

Evaluation -- A formal written record, signed by the immediate supervisor and teacher that is placed in the teacher's personnel file.

Observation -- A class visitation for the purpose of gathering information.

ARTICLE XII

TEACHER DISCIPLINE

A. No teacher will be disciplined without just cause. "Just cause" will include, but not be limited to: dereliction of performance; insubordination against the reasonable rules of the District; any flagrant and/or repetitious violation of the terms of this Agreement. Disciplinary action taken against a teacher will be appropriate to the behavior which precipitates said action. Any such discipline will be subject to the grievance procedure heretofore set forth. The specific grounds forming the basis for disciplinary action will be made available to the teacher in writing. No probationary employee shall acquire tenure as a constitutional property right under this just cause provision. The parties accordingly recognize that the just cause standard does not apply to the non-renewal of a probationary teacher. Likewise, the just cause standard shall not apply to the non-reappointment of a person to any coaching or other extracurricular position.

B. A teacher will be entitled to have present a representative of the Association during any disciplinary action. When a request for such representation is made, no action will be taken with respect to the teacher until such representative of the Association is present.

C. The Board, when appropriate, recognizes and subscribes to the philosophy of progressive discipline including:

1. Verbal warnings
2. Written warnings
3. Suspension
4. Discharge

D. If discharge of a teacher is to be considered because of inadequacies observed in the teacher's professional work with students, such action must minimally be preceded by:

1. Observations of the inadequacies by more than one administrator through the evaluation process described elsewhere in the Agreement.
2. Direction that the teacher must improve and the consequences of failure to do so.
3. Opportunity for the teacher to make improvements.
4. Assistance from administrators and district resources to help the teacher improve.

ARTICLE XIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to provide administrative support and assistance to teachers with respect to the maintenance of control and discipline in the classroom as the Board/Administration in their professional judgment deem appropriate. Teachers recognize that they bear a primary responsibility for maintaining proper control and discipline in the classroom and that disciplinary actions must be reasonable and just.

B. A teacher may temporarily remove a student from class when the grossness of the offense, the persistence of the behavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the student will be sent immediately to the appropriate administrator's office, and the teacher will furnish the appropriate administrator, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing including, if applicable, prior corrective action taken by the teacher.

C. Any instance of assault upon a teacher which had its inception in a school centered problem will be promptly reported in writing to the Board or its designated representative. The Board will render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

D. A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another in accordance with school code. The teacher is held responsible for force applied under this provision.

E. Any complaints directed toward a teacher which after investigation is determined by the administration to become a matter of record will be promptly called to the teacher's attention. The teacher will have the right to attach a written response to a complaint placed in the teacher's file.

ARTICLE XIV

LEAVES OF ABSENCE AND ABSENCES

The number of days that teachers meet pupils in a school year are limited, and therefore, every effort should be made to preserve them. A teaching contract assumes full service except for necessary absences and leaves as covered in this Agreement. Absences taken during the school year, other than those for which provision has been made under this Agreement, will not be permitted.

A. Leaves of Absence:

The Board may grant a leave of absence upon the written request of a teacher for a period not to exceed one (1) year, subject to renewal at the will of the Board. Upon written request of the teacher, leaves not specifically listed herein may be granted by the Superintendent at his/her discretion.

The following conditions will apply to leaves of absence contained in this Article unless otherwise stated.

1. Requests for leaves will be in writing and will be made, when possible, at least thirty (30) days in advance of the beginning of the leave and indicate anticipated length of the leave.

2. All leaves will not exceed one (1) year. Extensions will be at the will of the Board.

3. Salary increments will not accrue for leaves except for Exchange Leave and Sabbatical Leave.

4. Sick leave days will not accrue but unused sick leave days held at the start of the leave will be maintained.

5. Leaves will be without pay or insurance benefits except as provided for Exchange Leave and Sabbatical Leave. Teachers may arrange with the Business Office to pay their own premiums in advance for insurance benefits subject to the rules and regulations of the insurance carrier.

6. In scheduling a leave of absence, the Board may consider all factors relating to the effect upon students and the economic situation for the teacher; including, but not limited to, the time of year, continuity of education, length of the leave, availability of qualified replacements, grade level, subject, and so forth.

7. Written notice to the Personnel Office of intent to return or resign must be made no later than sixty (60) days prior to the end of the semester preceding return. Failure to return at the end of a leave will constitute voluntary termination of employment.

8. Upon return the teacher will be assigned his/her former position or another position for which he/she is certified and qualified if the former position does not exist. Leaves extended beyond one (1) year do not require assignments to the former position.

9. Seniority will accrue except when a teacher who is on leave requests an extension of the leave or an additional leave and it is granted, then his/her seniority will be frozen at the place he/she was on during the first year of leave. This will be affected by dropping the teacher to the top of the list of the next lowest year. All teachers who are on health leave and are receiving disability benefits will be excluded from this section. (The intent of this language is to allow teachers leave extension but without the corresponding accrument of seniority.)

10. Family and medical leave will be in accordance with the Family and Medical Leave Act of 1993. This section shall not be construed as limiting the right of a teacher to elect to substitute paid leave under B.1. and B.2. of this article for unpaid leave in accordance with Section 102(D)(2) of the Act.

Types of Leave:

1. Child Care:

A leave of absence will be granted to any teacher for the purpose of caring for new born or newly adopted children. An unpaid leave may be granted for other child care.

2. Exchange:

Teachers may be granted one year's leave of absence with pay to teach in a foreign country, provided that such country agrees to furnish a teacher of like rank or level to fulfill the duties of the teacher who is on leave. Eligibility is dependent upon a satisfactory record of at least two (2) years continuous employment by the Board.

3. Writing, Travel, and Study:

An unpaid leave of one (1) year may be granted to any teacher after completion of a satisfactory record of at least two (2) years continuous employment by the Board, upon application, for the purpose of engaging in writing, travel or study at an accredited college or university.

4. Health:

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available will be granted a leave of absence without pay for the duration of the illness or disability for up to one (1) year. An extension of this leave may be granted only at the recommendation of the Superintendent.

5. Sabbatical:

A leave of one or two semesters at one-half (1/2) pay may be granted to any teacher after seven (7) consecutive years of teaching for the Board.

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

No more than two (2) percent of the teaching staff will be absent on sabbatical leave at any one time.

Applicants are required to submit a written application which should state how the applicant hopes the leave will enable him/her to make a definite contribution to the educational process; or how he/she hopes the leave will improve himself/herself and his/her teaching. This must be filed with the building principal as soon as possible in the school year, and not later than March 1 in the year preceding the leave.

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

Teachers on sabbatical will retain tenure, sick leave benefits and salary schedule status, and will be assured his/her original position or a vacant position within the area of his/her interests, abilities, and training when he/she returns. He/she will be given the same hospital, medical, surgical (and other teacher benefits) he/she would be provided if he/she were teaching regularly. He/she will be granted increment credit on the salary schedule as if he/she had been in school district employment during the period of the leave.

In case of injury to, or other illness of, the employee during the leave which prevents his/her completing the purpose of the leave, the sabbatical leave will be terminated and all provisions of sick leave will apply. These provisions will take effect on the first day of the next pay period following notification of said illness to the Superintendent, verified by a medical doctor's report.

Teachers receiving a sabbatical leave will continue their employment with the Board for a period of two (2) years following the leave. Teachers who elect to terminate their employment with the Board prior to this will repay to the Board the stipend paid during the sabbatical leave.

B. Absence:

In the event of absence, the teacher will call the substitute procurement office no later than 6:30 a.m. for secondary and 7:00 a.m. for elementary in order to guarantee the placement of a substitute in his/her classroom during the absence. In the same manner, the teacher will notify the substitute office no later than 6:30 a.m. for secondary and 7:00 a.m. for elementary of the day of return. Failure of the teacher to fulfill this provision may be a cause for disciplinary action including loss of pay.

However, in the event the Board establishes an alternate procedure for reporting an absence and securing a substitute, the alternate procedure will replace this language, provided said procedure is communicated to each teacher in writing.

1. Emergency Family Illness Absence:

Teachers may be absent because of an emergency illness of a member of the immediate family. Emergency illness absence days will be deducted from sick leave days.

The term "immediate family" in this section will be defined to include "spouse, children or step-children, parents or step-parents, brothers or sisters of the teacher and/or spouse; and any of the following living with the teacher at the time of illness; step-brothers, stepsisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the teacher and/or spouse, and an individual living with the teacher on a non-commercial basis."

2. Personal Illness and Disability Absence:

Upon employment a teacher will receive a bank of thirty (30) sick leave days to be used in case of personal illness and disability during the first two (2) years in the Alpena Public Schools. Commencing with the third (3rd) year, additional personal sick leave days will be granted at a rate of fifteen (15) days per year at the beginning of each school year. Unused sick leave days are cumulative, but will never exceed one hundred eighty-five (185) days. If the teacher leaves the Alpena Public School System at the conclusion of one (1) year, sick leave taken in excess of fifteen (15) days is to be deducted from the final paycheck(s). **Preschool:** Preschool teachers shall be granted twelve (12) sick leave days per year accumulative to sixty (60) days.

(a) A teacher may use sick leave to recover from or receive treatment for his/her own illness or disability.

(b) Illness, disability due to pregnancy or the termination thereof will be treated as any other illness/disability.

(c) In the case of illness when abuse is suspected, based on reliable information, a medical statement or certification may be required of a teacher at the discretion of the Superintendent or his designee.

(d) A record of accumulated sick leave days will be compiled and forwarded to all teachers at the beginning of each school year.

3. Bereavement Absence:

Teachers absent from duty because of the death of a member of the immediate family, or a relative with whom they may at the time be living, may draw a regular salary not to exceed five (5) days per occurrence. Superintendent or designee may grant additional bereavement leave days. These days are deducted from sick leave days.

The term "immediate family" in this section will be defined to include spouse, children or step-children, parents or step-parents, brothers or step-brothers, sisters or step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law, of the teacher and/or spouse, brothers-in-law, sisters-in-law, and an individual living with the teacher on a non commercial basis.

One funeral leave day per year, not qualifying under "immediate family," may be requested from the superintendent or designee after exhaustion of emergency personal day absence. When granted, the employee will pay the substitute cost.

4. Emergency Personal Day Absence:

Emergency absence is provided for activities that require teachers' presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. Emergency absence is not to be interpreted as being for vacation, recreation, money-making activities, or other employment. A teacher who finds need to take leave of his/her duties will be granted a leave of two (2) days with pay per year. These days are to be taken in increments of full or one-half (1/2) days only. Additional days may be taken at the teacher's own expense on the approval of the Superintendent or his/her designee. A teacher planning to use an emergency absence day will request by noon of the preceding day and will receive permission from his/her principal as long as his/her absence can be covered by a substitute or other arrangement. If the deadline has passed, the building principal should be contacted with an explanation for the request. If unavailable then one of the following, in order, should be contacted: Director of Personnel, Director of Instruction, or Superintendent. If granted, the paper work must be completed on the day of return to work. If, after use of the leave time, the District suspects a misuse of an emergency day absence, a teacher may be asked to verify proper use of the leave.

5. Visitation/Professional Leave Day

The Board may grant one (1) observation day per year upon the written request of the teacher and the building principal when said day is a visitation day or professional day deemed to benefit the district and/or professional growth of the individual teacher. The Superintendent may grant additional days at the request of the building principal. These days are not cumulative. The Board will furnish a substitute for the teacher on such day or days.

6. Act of God Absence:

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

(b) Days lost in the event school is closed for reasons which do not allow such days to be counted as days of student instruction shall be rescheduled. The rescheduling of such days shall not entitle employees to additional compensation for such days and employees shall reimburse the district for any unemployment benefits received as a result

of such rescheduling. Teachers shall not lose pay for Act of God days not worked that count as days of instruction.

The parties agree to negotiate in the event of a change in the law regarding Act of God days.

7. Jury Duty Absence:

Teachers required to serve jury duty will be granted leave without loss of pay or leave. The teacher will sign over his/her jury duty pay to the Board. Teachers released from jury duty before noon shall report to work.

8. Subpoena/Court Appearance Leave Absence:

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

9. Physical Examination for the Draft:

When an instructor has been ordered to report for a physical examination for the draft, such absence will be granted without loss of benefits.

10. Emergency Absence From Class:

When students are ordered to evacuate a building due to an emergency, all teachers will be included in the evacuation and will remain with their classes.

ARTICLE XV

JOINT RESPONSIBILITY

A. Joint Responsibility:

The Association and Board Representatives accept as their first responsibility the provisions of a high quality and continuous educational program for children appropriate to their individual needs and interests in a viable democratic society. Discussion and consultation as a means to achieve this end is encouraged. The practice of free and open discussion between teachers and administrators is to be preserved and the formulation of a Master Agreement is not intended to limit the area of discussion or concern.

B. Instructional Advisory Council:

An Instructional Advisory Council will be established consisting of:

1. Teachers

(a) Six (6) teachers to be appointed by the A.E.A.

2. Students

(a) One (1) from the junior high

(b) One (1) from the senior high

3. Administrators:

(a) Six (6) administrators to be appointed by the Board or its designated representative.

4. Lay Persons:

(a) Two (2) lay persons selected jointly by the preceding three (3) groups.

Every attempt will be made to hold meetings during non-school hours. Released time may be provided, as requested by the council and approved by the Superintendent for teacher and student members so that the committee can fulfill its functions. The council will advise the Superintendent and the Association in matters involving the instructional program.

C. Review Committee:

1. Representatives of the District and the Association may meet informally once a month from September through May for the purpose of reviewing the implementation of this Master Agreement and of resolving problems which may arise. Additional meetings may be scheduled at mutual request. Three Association Representatives will be selected by the Association and three Administrator Representatives by the Superintendent. The

Association and Administrator Representatives will separately designate an Association Chairperson and an Administrator Chairperson who will serve concurrently as co-chairpersons. Each chairperson will submit to the other chairperson, one week in advance of the scheduled meeting, items for discussion.

The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in Article VII of this Agreement.

2. Agreements arrived at by the Review Committee will be reduced to writing in the form of memoranda of understanding and filed by the Association and the Board of Education for reference.

ARTICLE XVI

PROFESSIONAL COMPENSATION

A. The purpose of the salary schedule is to secure and retain quality teaching staff, to encourage improvement of teachers while in service, to give credit for training and experience, and to stimulate the continuous growth of all teachers.

B. Salaries will be paid in twenty-six (26) equal payments every other Friday or equal payments every other Friday ending with the pay day following the last calendar workday. Teachers electing to choose the less than twenty-six (26) payment option must do so in writing to the Personnel Office before August 1 and will not change this option during the contractual year. It will be the intent that checks will be available in sealed envelopes on the last day of school during the week of a scheduled pay day. Salary checks will be withheld until the requirements concerning professional staff records and reports have been met. Deadlines on these records and reports occur twice a year--once at the beginning of the school term and once at the conclusion of the school year.

C. Non-degree Teacher Salary Schedule:

1. Any non-degree teacher will be paid at eighty-five (85) percent of the BA Base Salary. When the required number of hours is earned which enables the staff member to move into the degreed category, he/she will be placed at the appropriate step warranted by his/her service in the district.

D. Longevity:

When the total of the years of experience granted a teacher at time of first employment with Alpena Public Schools, plus actual teaching years experience in the Alpena Public Schools reaches fourteen (14), a longevity payment will be granted commencing the fourteenth (14th) year and in similar fashion, the following longevity schedule shall apply.

TOTAL YEARS

14	1425
16	1675
20	1925
24	2225

E. Changes in Salary Category:

1. Changes in salary category occur at the beginning of the school year or at the beginning of the second semester.

To be considered for a salary category change effective with the start of the school year, the employee must:

(a) Provide the Personnel Office during the summer vacation period with written intent to qualify for a salary category change.

(b) Complete the work qualifying under Article XVI.E.4. prior to the start of the teacher work year.

(c) Provide the appropriate documentation to the Personnel Office by September 30th.

To be considered for a salary change effective with the start of the second semester of the school year, the employee must:

(a) Provide the Personnel Office no later than December 1st with written intent to qualify for a salary category change.

(b) Complete the work qualifying under Article XVI.E.4. prior to the start of the second semester.

(c) Provide the appropriate documentation to the Personnel Office by February 28th.

Appropriate evidence of hours earned must be submitted to and approved by the Personnel Office and/or points must have been submitted to and approved by the point evaluation committee and forwarded, as agreed upon, to the Personnel Office.

2. An up-to-date transcript of credits showing total number of hours earned from each institution attended is required. Thereafter it will be necessary to present a credit slip which will be reproduced and attached to the transcript until such time as the next degree is earned, at which time a new transcript is required showing the granting of the degree.

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

4. The following will qualify for placement on the salary schedule:

(a) Graduate level course work related to the instructional program.

(b) With prior approval of the Instruction Office, undergraduate credit related to the employee's instructional field.

(c) Undergraduate credit in a course of study established and/or approved as a planned program by an approved teacher education institution.

(d) With prior approval of the Instruction Office, non-credit courses or workshops related to the employee's instructional field. Each non-credit course or workshop will be the equivalent to one (1) semester hour with a maximum of five (5) semester credits lifetime limit accepted for placement on the salary schedule. (Related credit courses, non-credit courses or workshops must be approved when prior notice is given.)

All credits used for placement on the BA+15, BA+30, MA+15 and MA+30 salary categories must be earned after completion of that appropriate degree. At least one-half of the semester credits counted toward placement on the appropriate salary schedule must be graduate level credit.

It is understood and agreed that the provisions of Article XVI, E., 4, are prospective only and not retroactive. Teachers will retain all points previously granted through the 1982-83 year under the provisions of Article XVI, E, 4, in the Agreement that expired August 31, 1982.

F. Salary Schedule Placement:

New employees (including rehires) may be given credit for purposes of placement on the salary schedule at the discretion of the Board for prior teaching experience, appropriate industrial or business experience, and military experience.

G. Advanced Training:

Teachers who earn graduate credit up to a maximum of six (6) semester hours per year and teachers who earn undergraduate credit up to a maximum of five (5) semester hours per year, with prior approval of the building principal, from an accredited institution will be given expense money amounting to Thirty-Five Dollars and no/100 (\$35.00) per semester credit hour for undergraduate credit and Forty-Five Dollars and no/100 (\$45.00) per semester credit hour for graduate credit. No more than four (4) of these credit hours may be earned during the regular school year. To qualify for reimbursement, the teacher must obtain prior written consent from the building principal (work applying directly toward a graduate degree or planned program will be approved by the principal upon written request). Courses taken while on Sabbatical Leave, under tuition-free programs sponsored by the Board, Federal or State government, are excluded from payment under this section. Request for payment is to be made in April of each year for work completed prior to March 1 and payment will be made in May.

H. Paid Extracurricular Duties:

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

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

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

Teachers assigned extracurricular duties will not be required to transport students.

4. It is recognized that changing conditions and circumstances may require the installation of new wage rates or adjustment of existing wage rates, because of the creation of new jobs or changes in the duties of existing jobs. When a new job is established, or when changes in an existing job have resulted in a substantial change in the duties of same, the Board will set a temporary rate and put it into effect, such rate being subject to review by the A.E.A. as provided below.

At the time of putting such temporary rates into effect, the Board will notify the A.E.A. of its action. If the A.E.A. wishes to negotiate for a revision of such rate, it will notify the Director of Personnel within fourteen (14) days after the notice was given. If, after a meeting of the parties, no agreement is reached, the A.E.A. may file a grievance within fourteen (14) days after such meeting, the basis of such grievance being only the fairness of the rate to be established.

The rate determined at the conclusion of negotiations or grievance procedure will be retroactive to the time the temporary rate was put into effect. If the A.E.A. fails to take the required action within the time limits specified in the previous paragraph, the temporary rate will become permanent and not subject to change for the term of this contract.

I. If a teacher substitutes during his/her preparation period, teaches in an overload situation or instructs driver education students, the teacher will receive in addition to his/her regular pay, prorated hourly pay based upon .00093 of the BA base. However, those teachers teaching driver education during the summer of 1994 shall be grandparented so that each of them will continue to receive the hourly rate which he/she received during the summer of 1994 for driver education.

If the Board determines to hold Kindergarten orientation just prior to a new school year, Kindergarten teachers will participate and will also receive .00093 of the BA base per hour.

Percentages Paid for Cocurricular Duties:

10%	High School Basketball HV Coach High School Sideline Cheerleading HV Coach High School Football HV Coach High School Hockey HV Coach High School Band High School Ticket Manager
8% Fall 6% Winter 3% Spring	High School Athletic Trainer
8%	Jr. High Athletic/Intramural Director

7%	<ul style="list-style-type: none"> High School Baseball HV Coach High School Pom Pon Coach High School Soccer HV Coach High School Softball HV Coach High School Swim HV Coach High School Track HV Coach High School VolleyBall HV Coach High School Wrestling HV Coach High School Basketball Assistant Coach High School Football Assistant Coach High School Hockey Assistant Coach 	
5%	<ul style="list-style-type: none"> High School Competitive Cheerleading Coach High School Cross Country HV Coach High School Golf HV Coach High School Tennis HV Coach High School Baseball Assistant Coach High School Sideline Cheerleading Assistant Coach High School Soccer Assistant Coach High School Softball Assistant Coach High School Swimming Assistant Coach High School Track Assistant Coach High School Volleyball Assistant Coach High School Wrestling Assistant Coach High School Anamakee Jr. High Basketball Coach High School Debate High School Vocal Music Jr. High Instrumental 	
4.5%	<ul style="list-style-type: none"> Jr. High Football Coach High School Orchestra 	
4%	<ul style="list-style-type: none"> High School Cross Country Assistant Coach Jr. High Cheerleading Jr. High Track Jr. High Wrestling High School Forensics Jr. High Student Council High School Student Council Jr. High Vocal Jr. High Yearbook 	
3.5%	<ul style="list-style-type: none"> *High School Choreographer *High School Play 	(The same person may not hold both positions for the same play.)

- 3% High School Tennis Assistant Coach
- High School Twirlers Coach
- Jr. High Cross Country Coach
- High School Honor Society
- Jr. High Honor Society
- Safety Patrol

*Providing the activities do not occur as part of a regularly scheduled class.

With prior approval of the Superintendent or designee, staff members assigned the care and repair of instructional equipment after school hours shall be paid Ten Dollars (\$10) per hour on a time sheet. A staff member assigned to the maintenance and care of the Biology Plant room during the summer shall be paid Two Hundred (200) Dollars per summer.

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

Teachers, who chaperone at specific assigned responsibilities in connection with activities conducted after school hours which are sponsored by the school but not directly related to the instructional program will be paid a total of Ten (10) Dollars per event if greater than two and one-half (2 1/2) hours are required to discharge these duties. For events less than two and one-half (2 1/2) hours duration, the Three (3) Dollars per hour rate will be paid. The funds for payment of this activity will not be paid by the Board, but must be absorbed by the supporting group or agency.

J. Travel Payment:

Teachers authorized, in the course of their work, including split building assignment, to drive their personal vehicles will receive the current allowable U.S. Internal Revenue mileage rate per mile.

K. Contracted Part-Time Professional Employees:

All part-time teachers will receive prorated salary and fringe benefits where coverage is available through the insurance carrier.

L. Preschool:

Preschool teachers shall be placed on the teacher salary schedule according to their degree status up to the fourth (4th) step. Preschool teachers shall be paid a prorated portion of their salary placement step according to a .76 full time equivalency (based on 1020 hours of work). Additional hours will be paid at the per hour rate of .00093 of the BA base.

ARTICLE XVII

INSURANCE

A. Family Status Changes/Termination of Insurance:

Changes in family status shall be reported by the employee to the Fringe Benefits Office within thirty (30) days of such change. The employee shall be responsible for any overpayment of premiums made by the Board in his/her behalf for failure to comply with this paragraph.

Employees who have Board-provided term life insurance have a thirty (30) day conversion right upon termination of coverage. Any employee electing the right of conversion in order to keep term life insurance in force must contact the insurance carrier within thirty (30) days of the last day of employment.

To be eligible for coverage (or increase in coverage), employees must be able to perform the "at work requirements" as per the insurance carrier with this employer before benefits are effective.

Part-time employees will receive prorated insurance benefits where coverage is available through the insurance carrier(s) and within the underwriting rules and regulations as set forth by the carrier(s) in the Master Contract held by the Policyholder.

An employee is not eligible for Term Life and Long Term Disability when earning less than one-half (1/2) of the weekly salary of a full-time employee on the same degree and experience step. Such an employee shall be considered to be employed less than one-half (1/2) time and to be employed less than twenty (20) hours per week.

B. Health Insurance:

The insurance carriers approved by the Board shall be Michigan Hospital Service/Michigan Medical Service (Blue Cross/Blue Shield).

The Board will provide fully paid premium for Blue Cross/Blue Shield Comprehensive Semi-Private Hospital Care Certificate, Riders D45NM; MVF-1, Riders DC, SD, ML, FAE-RC, VST, Reciprocity, PPNV-1, AS-1 & RPS; \$2.00 prescription drugs; Master Medical Option IV; Exact Fill & COB-3 and PRE 100-20.

In the event a national health insurance program is enacted that would affect the health insurance benefits or the cost to the District, both parties will negotiate the impact of the same.

C. Options in Lieu of Health Insurance:

The Board will provide Forty-five (\$45) Dollars per month toward the options when a teacher does not select health insurance coverage. When the costs of the options selected exceed Forty-five (\$45) Dollars per month, the cost difference will be paid by the teacher through payroll deduction. A committee will determine the options available.

D. Dental Care:

The Board will provide fully paid Dental Care equivalent to that existing during 1987-88. The Board has the right to select carrier and/or self-insure. This coverage shall be limited to one plan per household.

E. Vision Care:

The Board will provide fully paid Vision Care equivalent to that existing during 1987-88. The Board has the right to select carrier and/or self-insure. Vision coverage is limited to one plan per household.

F. Term Life Insurance:

The Board will pay for all full-time employees the premium for term life insurance protection in the amount of \$25,000, AD&D.

G. Long Term Disability Insurance:

The Board will provide fully paid premium for Long Term Disability Insurance. The protection provided will be payment of no less than sixty three (63%) percent of a teacher's monthly contractual salary (not to exceed two thousand (\$2,000) Dollars per month) commencing on the one hundred eightieth (180th) day of disablement or at the termination of the teacher's district sick leave benefits, whichever is later.

H. Retirement:

A teacher who selects retirement will be given a terminal leave payment of \$3,000.00.

The teacher must have had ten (10) years of continuous teaching prior to the request for retirement or must be on the final step of the appropriate salary schedule to be eligible for this benefit.

In order to be eligible to receive the retirement benefit, a teacher must notify the Personnel office by March 1, of the calendar year in which the retirement is to occur.

Retirement means the teacher must make application for benefits under the Michigan School Employees' Retirement Fund and cannot serve the Alpena Public Schools in any future paying capacity without the approval of the Superintendent.

I. **Preschool:** The Board will pay seventy-six percent (76%) toward the insurance coverage for preschool teachers with the balance automatically deducted from the individual's pay.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. Departmental or Professional Organizations:

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

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

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

(a) Written request will be submitted to the building principal for consideration. The principal or superintendent, at his/her discretion, will have the authority to grant such requests without loss of pay, with loss of pay equivalent to wages paid a substitute teacher, or with full loss of pay.

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

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

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

(a) The benefit which would result to the teacher;

(b) The benefit which would result to the school system;

(c) Prior teacher concern with this aspect of teaching;

(d) Budget allocation for this purpose.

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

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

B. Association Days

As in the past, the Association will not attempt to abuse this provision and the Association recognizes that requested days may not be approved. Appropriate information will be provided by the Association regarding intended use of requested days.

C. Released Time for Association President:

The President of the Association may have released time for the execution of his/her duties. The cost of the released time will be paid to the Board by the Association. The time will be established as follows provided said request is made in writing sixty (60) days prior to the beginning of the school year.

1. If the President is from the high school, he/she will have two (2) class periods of released time over and above his/her conference and preparation time.

2. If the President is from the junior high level, he/she will have three (3) class periods of released time over and above his/her conference and preparation time.

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

4. The portion of the day of release will be consecutive hours selected by the President with the approval of the respective building principal.

D. Day/Hour Regulations

The New School Code Instructional Hour and Day requirements shall be accomplished as per the attached schedule labeled Appendix F, Alpena Public Schools' Implementation Plan for the New School Code Instructional Hour and Day. By this agreement the plan is put into place for all years commencing with the 1997-98 school year and extending through the plan's accomplishment as required by law.

In any year, should this plan not be mandated by law, the implementation of that year's additional hours and days shall be delayed until such time as they are mandated by law. In the event that the above should occur, the rotation of responsibility for absorbing the plan's costs, as outlined, shall be held in abeyance and be delayed only until such time as that succeeding step is required and implemented.

ALPENA EDUCATION ASSOCIATION

Jim Shaffer, President

Thomas Wawrzyniak, Negotiator

Vickie Cole, Negotiator

Ben Granlund, Negotiator

Sharron LaHaie, Negotiator

Jon Gunderson, Negotiator

ALPENA PUBLIC SCHOOLS BOARD
OF EDUCATION

Thomas Ritter, President

Tom Harmon, Superintendent

Dated this 21st day of April, 1997.

BOARD MEMBERS:

Thomas Ritter
Sally B. Weeks
Jannine Singer
Greg Altman.
Linda LaLonde
Gary Smith
Dacia Denton

APPENDIX A
ALPENA PUBLIC SCHOOLS
Alpena, Michigan
1997-98
K-12

TEACHING YEAR	BA	BA+15	BA+30	MA	MA+15	MA+30	ED.S	PH.D
1.	27,143	27,957	28,772	29,857	30,672	31,486	32,300	34,472
2.	28,364	29,179	29,993	31,214	32,029	32,979	33,793	35,964
3.	29,586	30,400	31,214	32,572	33,386	34,472	35,286	37,457
4.	30,943	31,757	32,572	34,064	34,879	35,964	36,914	39,086
5.	32,300	33,114	33,929	35,557	36,372	37,593	38,543	40,715
6.	33,657	34,472	35,557	37,186	38,000	39,222	40,172	42,343
7.	35,014	35,829	37,186	38,814	39,629	40,850	41,800	43,972
8.	36,643	37,457	38,814	40,443	41,257	42,479	43,565	45,736
9.		39,086	40,443	42,072	42,886	44,243	45,329	47,500
10.		40,715	42,072	43,700	44,650	46,007	47,093	49,265
11.		42,343	43,700	45,465	46,415	47,772	48,857	51,029
12.			46,143	47,907	48,857	50,215	51,300	53,472

Prorated hourly pay based on .00093 of the BA base = \$25.24.

APPENDIX A
ALPENA PUBLIC SCHOOLS
Alpena, Michigan
1998-99
K-12

TEACHING YEAR	BA	BA+15	BA+30	MA	MA+15	MA+30	ED.S	PH.D
1.	28,108	28,951	29,794	30,919	31,762	32,605	33,449	36,697
2.	29,373	30,216	31,059	32,324	33,167	34,151	34,994	37,243
3.	30,638	31,481	32,324	33,730	34,573	35,697	36,540	38,789
4.	32,043	32,886	33,730	35,276	36,119	37,243	38,227	40,476
5.	33,449	34,292	35,135	36,821	37,665	38,930	39,913	42,162
6.	34,854	35,697	36,821	38,508	39,351	40,616	41,600	43,848
7.	36,259	37,103	38,508	40,194	41,038	42,303	43,286	45,535
8.	37,946	38,789	40,194	41,881	42,724	43,898	45,113	47,362
9.		40,476	41,881	43,567	44,411	45,816	46,940	49,189
10.		42,162	43,567	45,254	46,238	47,643	48,767	51,016
11.		43,848	45,254	47,081	48,065	49,470	50,594	52,843
12.			47,784	49,611	50,594	52,000	53,124	55,373

Prorated hourly pay based on .00093 of the BA base = \$26.14.

APPENDIX A
ALPENA PUBLIC SCHOOLS
Alpena, Michigan
1999-2000
K-12

TEACHING YEAR	BA	BA+15	BA+30	MA	MA+15	MA+30	ED.S	PH.D
1.	29,574	30,461	31,348	32,531	33,419	34,306	35,193	37,559
2.	30,905	31,792	32,679	34,010	34,897	35,932	36,820	39,186
3.	32,236	33,123	34,010	35,489	36,376	37,559	38,446	40,812
4.	33,714	34,602	35,489	37,115	38,003	39,186	40,221	42,587
5.	35,193	36,080	36,968	38,742	39,629	40,960	41,995	44,361
6.	36,672	37,559	38,742	40,516	41,404	42,734	43,770	46,135
7.	38,150	39,038	40,516	42,291	43,178	44,509	45,544	47,910
8.	39,925	40,812	42,291	44,065	44,952	46,238	47,466	49,832
9.		42,587	44,065	45,840	46,727	48,206	49,389	51,755
10.		44,361	45,840	47,614	48,649	50,128	51,311	53,677
11.		46,135	47,614	49,536	50,572	52,050	53,233	55,599
12.			50,276	52,198	53,233	54,712	55,895	58,261

Prorated hourly pay based on .00093 of the BA base = \$27.50.

APPENDIX A
ALPENA PUBLIC SCHOOLS
Salary Schedule
2000-01

TEACHING YEAR	BA	BA+15	BA+30	MA	MA+15	MA+30	ED.S	PH.D
1.	30,461	31,375	32,289	33,507	34,421	35,335	36,249	38,685
2.	31,832	32,746	33,659	35,030	35,944	37,010	37,924	40,361
3.	33,202	34,116	35,030	36,553	37,467	38,685	39,599	42,036
4.	34,726	35,639	36,553	38,229	39,142	40,361	41,427	43,864
5.	36,249	37,162	38,076	39,904	40,818	42,188	43,255	45,692
6.	37,772	38,685	39,904	41,732	42,645	44,016	45,082	47,519
7.	39,295	40,209	41,732	43,559	44,473	45,844	46,910	49,347
8.	41,122	42,036	43,559	45,387	46,301	47,671	48,890	51,327
9.		43,864	45,387	47,215	48,128	49,651	50,870	55,307
10.		45,692	47,215	49,042	50,108	51,631	52,850	55,287
11.		47,519	49,042	51,022	52,088	53,611	54,830	57,267
12.			51,784	53,764	54,830	56,353	57,571	60,008

Prorated hourly pay based on .00093 of the BA base = \$28.33.

APPENDIX B
1997/98 School Calendar

First Semester

<u>Month</u>	<u>Day/s</u>	<u>Instr. Day</u>	<u>Work Day</u>	<u>Notes</u>
August	22 25 - 29	4	5	<i>New Teacher Orientation</i> August 25 - <i>First Day for All Teachers</i> August 26 - <i>First Day for Students</i>
September	1 - 5 8 - 12 15 - 19 22 - 26 29 - 30	4 5 5 5 2 (21/25)	4 5 5 5 5 (21/26)	September 1 - <i>Labor Day Holiday</i> September 26 - <i>First Student Count</i>
October	1 - 3 6 - 10 13 - 17 20 - 24 27 - 31	3 5 5 4 5 (22/47)	3 5 5 5 5 (23/49)	October 24 - <i>Inservice Day</i> October 31 - <i>End First Marking Period</i>
November	3 - 7 10 - 14 17 - 21 24 - 28	5 5 4 3 (17/64)	5 5 4 3 (17/66)	November 5,6,7 - <i>Parent Conferences (K-6)</i> November 17 - <i>Fall Holiday</i> November 27 & 28 - <i>Thanksgiving Break</i>
December	1 - 5 8 - 12 15 - 19 22 - 26	5 5 5 0 (15/79)	5 5 5 0 (15/81)	December 22 to January 2 - <i>Winter Break</i>
January	5 - 9 12 - 16	5 4 (9/88)	5 5 (10/91)	January 5 - <i>School Resumes</i> January 16 - <i>Records Day</i>
First Semester Totals		88	91	

Elementary teachers may elect to utilize up to the equivalent of one (1) Inservice Day as either planning time or participate in the Inservice Program on both days.

APPENDIX B
1997/98 School Calendar

Month	Day/s	<i>Second Semester</i>		Notes
		Instr. Day	Work Day	
January	19 - 23	5	5	January 19 - <i>Second Semester Begins</i>
	26 - 30	5 (10)	5 (10)	
February	2 - 6	5	5	February 13 - <i>Second Student Count</i>
	9 - 13	5	5	
	16 - 20	5	5	
	23 - 17	5 (20/30)	5 (20/30)	
March	2 - 6	4	5	March 6 - <i>Inservice Day</i>
	9 - 13	5	5	
	16 - 20	0	0	March 16 to 20 - <i>Spring Break</i>
	23 - 27	5	5	March 27 - <i>End Third marking Period</i>
	30 - 31	2 (16/46)	2 (17/47)	
April	1 - 3	3	3	April 1,2,3 - <i>Parent Conferences (K-6)</i>
	6 - 10	4	4	April 10 - <i>Good Friday (No School)</i>
	13 - 17	4	4	April 13 - <i>Easter Monday (No School)</i>
	20 - 24	5	5	
	27 - 30	4 (20/66)	4 (20/67)	
May	1	1	1	
	4 - 8	5	5	
	11 - 15	5	5	
	18 - 22	5	5	
	25 - 29	4 (20/86)	4 (20/87)	May 25 - <i>Memorial Day</i>
June	1 - 5	5	5	
	8 - 9	1 (6/92)	2 (7/94)	June 8 - <i>Students' Last Day</i> June 9 - <i>Teacher Records Day</i>
Second Semester Totals		92	94	
First Semester Totals		88	91	
Yearly Total		180	185	

Elementary teachers may elect to utilize up to the equivalent of one (1) Inservice Day as either planning time or participate in the Inservice Program on both days.

APPENDIX C
LETTER OF UNDERSTANDING
BETWEEN THE
ALPENA PUBLIC SCHOOLS BOARD OF EDUCATION
AND THE
ALPENA EDUCATION ASSOCIATION

Re: Clarification of Article XVII

Consistent with the provisions of Article XVII of the Master Contract, the parties agree as follows:

- A. The Board recognizes its obligation to pay premiums or otherwise fund the cost of maintaining the health insurance plan on behalf of eligible teachers consistent with those requirements set forth in Article XVII.
- B. The obligation to pay the premiums as set forth in Article XVII shall not be construed to restrict the District's ability to implement cost savings adjustments with Blue Cross/Blue Shield subject to the following:
 - 1. The Adjustments will not adversely impact the level of coverage provided.
 - 2. Any cost savings measures implemented by the District, whether in the form of higher level deductibles or some other cost savings measures, will be funded by the District.

By way of illustration, if the District elects through discussions with Blue Cross/Blue Shield to increase the current \$50.00 per individual (maximum \$100 per family) annual deductible to \$100 per individual (maximum \$200 per family) annual deductible, the District will assume the responsibility for payment of the deductibles in excess of the original \$50 per individual (maximum \$100 per family) annual deductible.

- 3. Confidentiality of claim experience will be maintained as in the past by the District and Blue Cross/Blue Shield.
- 4. The matter of payment of claims will remain the same as in the past practice of Blue Cross/Blue Shield and consistent with the rules and regulations governing the policy.

For the Board of Education

For the Alpena Education Association

Dated: _____

Dated: _____

Contract length 9/1/94 - 8/31/97 (extended through 8/31/2001)

APPENDIX D
ALPENA PUBLIC SCHOOL DISTRICT

EVALUATION OF TEACHING STAFF

NAME: _____
 PROBATIONARY TEACHER TENURED TEACHER

BUILDING: _____

ASSIGNMENT: _____

EVALUATOR'S NAME: _____

DATE(S) OF OBSERVATION(S): _____

I. TEACHING PRACTICES

A. VARIETY OF TEACHING TECHNIQUES: (Well planned and organized instructional activities; looks for and tries new approaches to vary class work; utilizes available materials, equipment and resource people; etc.)

Satisfactory Unsatisfactory NA/NO

B. ORGANIZATION AND KNOWLEDGE OF SUBJECT MATTER: (Develops long range goals and organizes the week and daily lesson plans within this framework; brings adequate scholarly preparation to the field assignment, and continues to develop his scholarship, etc.)

Satisfactory Unsatisfactory NA/NO

C. CLASSROOM MANAGEMENT: (Consistent in policy; firm but friendly; develops effective class morale; provides healthy classroom climate for learning; provides for individual differences, etc.)

Satisfactory Unsatisfactory NA/NO

D. ENTHUSIASM FOR TEACHING:

Satisfactory Unsatisfactory NA/NO

E. TEACHES DISTRICT APPROVED CURRICULUM:

Satisfactory Unsatisfactory NA/NO

F. DEMONSTRATES THAT STUDENT LEARNING IS TAKING PLACE:

Satisfactory Unsatisfactory NA/NO

*NA = Not Applicable

*NO = Not Observed

Comments:

Attach additional pages as necessary

II. PROFESSIONAL RELATIONSHIPS

A. TEACHER-PUPIL RELATIONSHIPS: (Makes students feel they are important and wanted, and helps students improve self concept, etc.)

Satisfactory Unsatisfactory NA/NO

B. TEACHER-PARENT RELATIONSHIPS: (Willingly consults with parents regarding student's needs; presents a positive image of the educational program; is courteous and respectful toward parents, etc.)

Satisfactory Unsatisfactory NA/NO

C. TEACHER-TEACHER RELATIONSHIPS: (Is considerate of other teachers and consultants; willing to share ideas and materials; appreciative of good teaching; makes a point of becoming acquainted with new staff; has ability to discuss professional competencies intelligently, etc.)

Satisfactory Unsatisfactory NA/NO

D. TEACHER-ADMINISTRATOR RELATIONSHIPS: (Accepts school and district policies, follows these while in effect, etc.)

Satisfactory Unsatisfactory NA/NO

*NA = Not Applicable

*NO = Not Observed

Comments:

Attach additional pages as necessary

III. PERSONAL QUALITIES

A. SELF EXPRESSION: (Has ability to project one's own personality and interest without dominating; meets situations with calm, self assurance; displays sense of humor, etc.)

Satisfactory Unsatisfactory NA/NO

B. REACTIONS TO SUGGESTIONS FOR IMPROVEMENT: (Has a positive reaction to requests; is usually willing to try; has sound reason for opposition, offers counter-suggestions, etc.)

Satisfactory Unsatisfactory NA/NO

C. PERSONAL APPEARANCE: (Is neat and well groomed, etc.)

Satisfactory Unsatisfactory NA/NO

*NA = Not Applicable

*NO = Not Observed

Comments:

IV. OVERALL EVALUATION

Satisfactory

Unsatisfactory

Comments:

TEACHER SIGNATURE _____ DATE _____

I understand that my signature indicates only that I have received a copy of this evaluation.

EVALUATOR SIGNATURE _____ DATE _____

DEFINITION OF TERMS USED IN SECTION ON "EVALUATION"

EVALUATION – A FORMAL WRITTEN RECORD, SIGNED BY THE IMMEDIATE SUPERVISOR AND TEACHER THAT IS PLACED IN THE TEACHER'S PERSONNEL FILE.

OBSERVATION – A CLASS VISITATION FOR THE PURPOSE OF GATHERING INFORMATION.

APPENDIX E
ALPENA PUBLIC SCHOOL DISTRICT
TEACHER INDIVIDUALIZED DEVELOPMENT PLAN

Teacher Status: _____ Probationary _____ Tenure

Mutually Developed By: _____
(teacher signature)

Date: _____
(administrator signature)

Goal 1:

Purpose of Goal:

Teacher Plan:

Administrative Support:

Goal 2:

Purpose of the Goal:

Teacher Plan:

Administrative Support:

Goal 3:

Purpose of the Goal:

Teacher Plan:

Administrative Support:

ALPENA PUBLIC SCHOOLS DISTRICT Individual Development Plan (IDP)

The IDP should be:

- positive in nature, goal-oriented and non-threatening
- developed mutually by the teacher and the principal
- supportive--including what help can be expected from the school administration
- specific in what plans/actions the teacher will use
- dated and signed by both the teacher and the principal

The development of the plan should consider:

- one-on-one discussion about the school's mission
- the expectations the school has for student learning
- student success as the focus
- teacher success as critical to the entire process
- a copy of the district elevation process--be specific about the relationship between the IDP and the formal evaluation process
- examples of what you require, i.e., lesson design, visitations, feedback, etc.
- specifics about the nature and type of assistance the teacher can expect to receive from administration

The mechanics of the IDP process should include:

- advanced information for the teacher on the process you plan to use
- no surprises
- time for the teacher to get started before the development of the IDP
- advance notice of when the IDP discussions will be held and of what topics will be discussed
- being held in a comfortable setting at a time when the teacher and principal can talk without interruptions in a relaxed manner

The actual IDP should be formalized in writing and include the following:

- lesson expectations, i.e., daily objectives clearly understood by the students
- instructional techniques, i.e., "wait time", "practice time", "reteaching", etc.
- "physical" movement/positioning of teacher in the room
- atmosphere for the learning in the classroom
- student expectations for academic work and behavior
- teacher grading procedures and students must also know these
- general building expectations/staff involvement

ALPENA PUBLIC SCHOOL DISTRICT

TEACHER INDIVIDUALIZED DEVELOPMENT PLAN

SUBJECT MATTER CONTENT

- Exhibits sound background and understanding of subject matter for the position.
- Keeps abreast of current theory and practice in field.
- Is able to respond satisfactorily to questions posed by students, either by providing the information or a source for the information.
- Stimulates interest in subject area.
- Uses a variety of teaching and learning techniques designed to serve the differing abilities of students.
- Provides consistently relevant subject content.
- Encourages and respects students' input.
- Uses varied resources appropriately.
- Shares with students the purpose for each assignment and involves students in setting objectives for themselves.
- Bases evaluation on realistic goals for each student.
- Takes into consideration the capability and effort of each student.
- Keeps accurate records.
- Reviews and returns assignments promptly.

MANAGEMENT

- Organizes classroom routine in efficient manner.
- Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously.
- Devotes most of time to teaching and learning activities.
- Keeps classroom and equipment in good condition.
- Reports maintenance needs promptly.
- Guides students to share responsibility for care of furnishings and equipment.
- Promotes a friendly atmosphere conducive to learning.
- Makes building and classroom rules known to students.
- Handles student discipline according to building and district policy.
- Deals with students in fair and consistent manner.

RELATIONSHIPS

- Exhibits a positive attitude.
- Exercises initiative.
- Encourages others by attitude.
- Seeks out new ideas.
- Is open-minded.
- Accepts and gives assistance.
- Implements suggestions in professional manner.
- Maintains honest and forthright relationships with all.
- Respects dignity and rights of all people.
- Shows consistent interest in student's academic and social growth.
- Identifies and refers students with problems to appropriate personnel.
- Provides constrictive criticism or ideas for improvement of education.
- Seeks resolution of problems through appropriate channels.
- Observes district policies, rules, regulations and agreement.
- Keeps and promptly turns in reports.

Appendix F

Revised School Code - Day & Hour Requirements Alpena Public School Plan

As a means to meet the requirements of Section 1284 of the Revised School Code, as in effect on the date of this agreement, it is agreed that the following plan shall be put into place for Alpena Public Schools.

1997-98

1. Implement a uniform elementary schedule (see attached schedules).
2. Add 5.2 FTE physical education teachers at the elementary level. This additional staffing shall be utilized in the following manner:
 - Provide one (1) additional session of physical education per week @ 30 minutes per session for grades 1-6. Kindergarten shall receive additional physical education services prorated to and consistent with the amount of planning time in effect during the 1996/97 school year.
 - Forty-Five (45) minutes of health per week for grades 1-6.
 - Kindergarten shall receive additional physical education services prorated to and consistent with the amount of planning time in effect during the 1996/97 school year.

(The above class offerings are to maintain an amount of teacher preparation time equivalent to time available during the 1996/97 school year - three (3) unassigned hours per week per full time elementary staff member.)
3. The number of instructional hours shall be set at a minimum of 1047. (These instructional hours are the minimum required by the school code for the 1997/98 school year plus six (6) additional hours for possible early dismissals or delayed starts caused by "acts of God".)
4. Student days of instruction shall be set at 180.
5. The number of teacher work days shall be set at 185. This includes three (3) professional days and two (2) teacher records days.
6. The above plan component is added at additional Board of Education expense.

1998-99

1. Add one (1) full day of student instruction.
2. The number of instructional hours shall be set at a minimum of 1053. (These instructional hours are the minimum required by the school code for the 1998/99 school year plus six (6) additional hours for

possible early dismissals or delayed starts caused by "acts of God.")

3. Student days of instruction shall be set at 181.
4. The number of teacher work days shall be set at 186. This includes three (3) professional days and two (2) teacher records days.
5. The above plan component is added at additional Board expense.

1999-2000

1. Add four (4) full days of student instruction.
2. Add approximately nine (9) minutes to each instructional day (185 days).
3. The number of instructional hours shall be set at a minimum of 1104. (These instructional hours are the minimum required by the school code for the 1999/2000 school year plus six (6) additional hours for possible early dismissals or delayed starts caused by "acts of God".)
4. Student days of instruction shall be set at 185.
5. The number of teacher work days shall be set at 190. This includes three (3) professional days and two (2) teacher records days.
6. The added four (4) student instructional days of this step of the plan component are added at additional Board of Education expense.
7. The additional minutes per day are added without expense to the Board.

2000-2001

1. Add one (1) full day of student instruction.
2. Add one (1) professional day.
3. The number of instructional hours shall be set at a minimum of 1110. (These instructional hours are the minimum required by the school code for the 2000/2001 school year plus six (6) additional hours for possible early dismissals or delayed starts caused by "acts of God".)
4. Student days of instruction shall be set at 186.
5. The number of teacher work days shall be set at 192. This includes four (4) professional days and two (2) teacher records days.
6. The above plan component is added without expense to the Board.

2001-2002

1. Add one (1) full day of student instruction.
2. Add one (1) professional day.
3. The number of instructional hours shall be set at a minimum of 1116. (These instructional hours are the minimum required by the school code for the 2001/2002 school year plus six (6) additional hours

for possible early dismissals or delayed starts caused by "acts of God".)

4. Student days of instruction shall be set at 187.
5. The number of teacher work days shall be set at 194. This includes five (5) professional days and two (2) teacher records days.
6. The added student instructional days of this step of the plan component are added at additional Board of Education expense.
7. The added Professional Day of the above plan component is added without expense to the Board.

2002-2003

1. Add one (1) full day of student instruction.
2. The number of instructional hours shall be set at a minimum of 1122. (These instructional hours are the minimum required by the school code for the 2002/2003 school year plus six (6) additional hours for possible early dismissals or delayed starts caused by "acts of God".)
3. Student days of instruction shall be set at 188.
4. The number of teacher work days shall be set at 195. This includes five (5) professional days and two (2) teacher records days.
5. The above plan component is added without expense to the Board.

2003-2004

1. Add one (1) full day of student instruction.
2. The number of instructional hours shall be set at a minimum of 1128. (These instructional hours are the minimum required by the school code for the 2003/2004 school year plus six (6) additional hours for possible early dismissals or delayed starts caused by "acts of God".)
3. Student days of instruction shall be set at 189.
4. The number of teacher work days shall be set at 196. This includes five (5) professional days and two (2) teacher records days.
5. The above plan component is added at additional expense to the Board.

2004-2005

1. Add one (1) full day of student instruction.
2. The number of instructional hours shall be set at a minimum of 1134. (These instructional hours are the minimum required by the school code for the 2004/2005 school year plus six (6) additional hours for possible early dismissals or delayed starts caused by "acts of God".)
3. Student days of instruction shall be set at 190.

4. The number of teacher work days shall be set at 197. This includes five (5) professional days and two (2) teacher records days.
5. The above plan component is added without expense to the Board.

2005-2006

1. Add one (1) full day of student instruction.
2. The number of instructional hours shall be set at a minimum of 1140. (These instructional hours are the minimum required by the school code for the 2005/2006 school year plus six (6) additional hours for possible early dismissals or delayed starts caused by "acts of God".)
3. Student days of instruction shall be set at 191.
4. The number of teacher work days shall be set at 198. This includes five (5) professional days and two (2) teacher records days.
5. The above plan component is added at additional expense to the Board.

2006-2007

1. Add one (1) full day of student instruction.
2. The number of instructional hours shall be set at a minimum of 1146 (These instructional hours are the minimum required by the school code for the 2006/2007 school year plus six (6) additional hours for possible early dismissals or delayed starts caused by "acts of God".)
3. Student days of instruction shall be set at 192.
4. The number of teacher work days shall be set at 199. This includes five (5) professional days and two (2) teacher records days.
5. The above plan component is added without expense to the Board.

Plan Definitions:

1. Days of instruction shall be added uniformly to elementary and secondary.
2. Student instructional hours indicated in each year's plan component are minimums. It is understood that at the secondary level these minimums shall be exceeded without additional compensation or consideration.
3. Should the number of student instructional hours or days fall below the minimum required by the Revised School Code in any of the above plan years, these days shall be rescheduled to be worked without additional compensation or consideration.

Alpena Public Schools
1998/99 School Calendar

First Semester

Month	Day/s	Instructional Days	Work Days	Notes
August	21			<i>New Teacher Orientation</i>
	24 - 28	4	5	August 24 - <i>First Day for All Teachers</i> August 25 - <i>First Day for Students</i>
	31	1 (5)	1 (6)	
September	1 - 4	4	4	
	7 - 11	4	4	September 7 - <i>Labor Day Holiday</i>
	14 - 18	5	5	
	21 - 25	5	5	September 23 - <i>First Student Count</i>
	28 - 30	3 (21/26)	3 (21/27)	
October	1 - 2	2	2	
	5 - 9	5	5	
	12 - 16	5	5	
	19 - 23	4	5	October 23 - <i>Inservice Day</i>
	26 - 30	5 (21/47)	5 (22/49)	October 30 - <i>End First Marking Period</i>
November	2 - 6	5	5	November 4, 5, 6- <i>Parent Conferences (K-6)</i>
	9 - 13	5	5	
	16 - 20	4	4	November 16 - <i>Fall Holiday</i>
	23 - 27	3	3	November 26 & 27 - <i>Thanksgiving Break</i>
	30	1 (18/65)	1 (18/67)	
December	1 - 4	4	4	
	7 - 11	5	5	
	14 - 18	5	5	
	21 - 22	2 (16/81)	2 (16/83)	December 23 to January 1 - <i>Winter Break</i>
January	4 - 8	5	5	January 4 - <i>School Resumes</i>
	11 - 15	5	5	
	18	0 (10/91)	1 (11/94)	January 18 - <i>Records Day</i>
First Semester Totals		91	94	

Elementary Teachers may elect to utilize up to the equivalent of one (1) Inservice Day as either planning time or participate in the Inservice Program on both days.

Alpena Public Schools
1998/99 School Calendar

Second Semester

Month	Day/s	Instructional Days	Work Days	Notes
January	19 - 22	4	4	January 19 - <i>Second Semester Begins</i>
	25 - 29	5 (9)	5 (9)	
February	1 - 5	5	5	February 10 - <i>Second Student Count</i> February 19 - <i>Inservice Day</i>
	8 - 12	5	5	
	15 - 19	4	5	
	22 - 26	5 (19/28)	5 (20/29)	
March	1 - 5	5	5	March 19- <i>End Third Marking Period</i> March 24,25,26 - <i>Parent Conferences (K-6)</i> March 29 to April 5 - <i>Spring Break</i>
	8 - 12	5	5	
	15 - 19	5	5	
	22 - 26	5	5	
	29 - 31	0 (20/48)	0 (20/49)	
April	1 - 2	0	0	April 5 - <i>Easter Monday (No School)</i>
	5 - 9	4	4	
	12 - 16	5	5	
	19 - 23	5	5	
	26 - 30	5 (19/67)	5 (19/68)	
May	3 - 7	5	5	May 31 - <i>Memorial Day</i>
	10 - 14	5	5	
	17 - 21	5	5	
	24 - 28	5	5	
	31	0 (20/87)	0 (20/88)	
June	1 - 4	3 (3/90)	4 (4/92)	June 3 - <i>Students' Last Day</i> June 4 - <i>Teacher Records Day</i>
Second Semester Totals		90	92	
First Semester Totals		91	94	
Yearly Total		181	186	

Elementary Teachers may elect to utilize up to the equivalent of one (1) Inservice Day as either planning time or participate in the Inservice Program on both days.

Alpena Public Schools
1999/2000 School Calendar

First Semester

Month	Day/s	Instructional Days	Work Days	Notes
August	20			<i>New Teacher Orientation</i>
	23 - 27	4	5	August 23 - <i>First Day for All Teachers</i> August 24 - <i>First Day for Students</i>
	30 - 31	2 (6)	2 (7)	
September	1 - 3	3	3	
	6 - 10	4	4	September 6 - <i>Labor Day Holiday</i>
	13 - 17	5	5	
	20 - 24	5	5	September 22 - <i>First Student Count</i>
	27 - 30	4 (21/27)	4 (21/28)	
October	1	1	1	
	4 - 8	5	5	
	11 - 15	5	5	
	18 - 22	4	5	October 22 - <i>Inservice Day</i>
	25 - 29	5 (20/47)	5 (21/49)	October 29 - <i>End First Marking Period</i>
November	1 - 5	5	5	November 3,4,5,- <i>Parent Conferences (K-6)</i>
	8 - 12	5	5	
	15 - 19	4	4	November 15 - <i>Fall Holiday</i>
	22 - 26	3	3	November 25 & 26 - <i>Thanksgiving Break</i>
	29 - 30	2 (19/66)	2 (19/68)	
December	1 - 3	3	3	
	6 - 10	5	5	
	13 - 17	5	5	
	20 - 22	3 (16/82)	3 (16/84)	December 23 - 31 - <i>Winter Break</i>
January	3 - 7	5	5	January 3 - <i>School Resumes</i>
	10 - 14	5	5	
	17	0 (10/92)	1 (11/95)	January 17 - <i>Records Day</i>
First Semester Totals		92	95	

Elementary Teachers may elect to utilize up to the equivalent of one (1) Inservice Day as either planning time or participate in the Inservice Program on both days.

Alpena Public Schools
1999/2000 School Calendar

Second Semester

Month	Day/s	Instructional Days	Work Days	Notes
January	18 - 21	4	4	January 18 - <i>Second Semester Begins</i>
	24 - 28	5	5	
	31	1 (10)	1 (10)	
February	1 - 4	4	4	February 9 - <i>Second Student Count</i> February 18 - <i>Inservice Day</i>
	7 - 11	5	5	
	14 - 18	4	5	
	21 - 25	5	5	
	28 - 29	2 (20/30)	2 (21/31)	
March	1 - 3	3	3	March 17- <i>End Third Marking Period</i> March 22,23,24 - <i>Parent Conferences (K-6)</i> March 27 to 31 - <i>Spring Break</i>
	6 - 10	5	5	
	13 - 17	5	5	
	20 - 24	5	5	
	27 - 31	0 (18/48)	0 (18/49)	
April	3 - 7	5	5	April 21 - <i>Good Friday - No School</i> April 24 - <i>Easter Monday - No School</i>
	10 - 14	5	5	
	17 - 21	4	4	
	24 - 28	4 (18/66)	4 (18/67)	
May	1 - 5	5	5	May 29 - <i>Memorial Day</i>
	8 - 12	5	5	
	15 - 19	5	5	
	22 - 26	5	5	
	29 - 31	2 (22/88)	2 (22/89)	
June	1 - 2	2	2	June 7 - <i>Students' Last Day</i> June 8 - <i>Teacher Records Day</i>
	5 - 8	3 (5/93)	4 (6/95)	
Second Semester Totals		93	95	
First Semester Totals		92	95	
Yearly Total		185	190	

Elementary Teachers may elect to utilize up to the equivalent of one (1) Inservice Day as either planning time or participate in the Inservice Program on both days.

Alpena Public Schools
2000/2001 School Calendar

First Semester

Month	Day/s	Instructional Days	Work Days	Notes
August	18			August 18 - <i>New Teacher Orientation</i>
	21 - 25	3	5	August 21 - <i>First Day for All Teachers</i> August 22 - <i>Teacher Inservice Day</i> August 23 - <i>First Day for Students</i>
	28 - 31	4 (7)	4 (9)	
September	1	1	1	
	4 - 8	4	4	September 4 - <i>Labor Day Holiday</i>
	11 - 15	5	5	
	18 - 22	5	5	
	25 - 29	5 (20/27)	5 (20/29)	September 27 - <i>First Student Count</i>
October	2 - 6	5	5	
	9 - 13	5	5	
	16 - 20	4	5	October 20 - <i>Teacher Inservice Day</i>
	23 - 27	5	5	October 27 - <i>End First Marking Period</i>
	30 - 31	2 (21/48)	2 (22/51)	
November	1 - 3	3	3	November 1,2,3,- <i>Parent Conferences (K-6)</i>
	6 - 10	5	5	
	13 - 17	4	4	November 15 - <i>Fall Holiday</i>
	20 - 24	3	3	November 23 & 24 - <i>Thanksgiving Break</i>
	27 - 30	4 (19/67)	4 (19/70)	
December	1	1	1	
	4 - 8	5	5	
	11 - 15	5	5	
	18 - 22	5 (16/83)	5 (16/86)	December 25 - January 1 - <i>Winter Break</i>
January	2 - 5	4	4	January 2 - <i>School Resumes</i>
	8 - 12	5	5	
	15	0 (9/92)	1 (10/96)	January 15 - <i>Records Day</i>
First Semester Totals		92	96	

Elementary Teachers may elect to utilize up to the equivalent of one (1) Inservice Day as either planning time or participate in the Inservice Program on both days.

Alpena Public Schools
2000/2001 School Calendar

Second Semester

Month	Day/s	Instructional Days	Work Days	Notes
January	16 - 19	4	4	January 16 - <i>Second Semester Begins</i>
	22 - 26	5	5	
	29 - 31	3 (12)	3 (12)	
February	1 - 2	2	2	February 14 - <i>Second Student Count</i> February 16 - <i>Inservice Day</i>
	5 - 9	5	5	
	12 - 16	4	5	
	19 - 23	5	5	
	26 - 28	3 (19/31)	3 (20/32)	
March	1 - 2	2	2	March 16- <i>End Third Marking Period</i> March 21,22,23 - <i>Parent Conferences (K-6)</i> March 26 to 30 - <i>Spring Break</i>
	5 - 9	5	5	
	12 - 16	5	5	
	19 - 23	5	5	
	26 - 30	0 (17/48)	0 (17/49)	
April	2 - 6	5	5	April 13 - <i>Good Friday - No School</i> April 16 - <i>Easter Monday - No School</i>
	9 - 13	4	4	
	16 - 20	4	4	
	23 - 27	5	5	
	30	1 (19/67)	1 (19/68)	
May	1 - 4	4	4	May 28 - <i>Memorial Day</i>
	7 - 11	5	5	
	14 - 18	5	5	
	21 - 25	5	5	
	28 - 31	3 (22/89)	3 (22/90)	
June	1	1	1	June 7 - <i>Students' Last Day</i> June 8 - <i>Teacher Records Day</i>
	4 - 8	4 (5/94)	5 (6/96)	
Second Semester Totals		94	96	
First Semester Totals		92	96	
Yearly Total		186	192	

Elementary Teachers may elect to utilize up to the equivalent of one (1) Inservice Day as either planning time or participate in the Inservice Program on both days.
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