

AGREEMENT

between

Alpena Public Schools Board of Education

and the

Alpena Public Schools Adult/Alternative Education Association
MEA/NEA

Alpena, Michigan

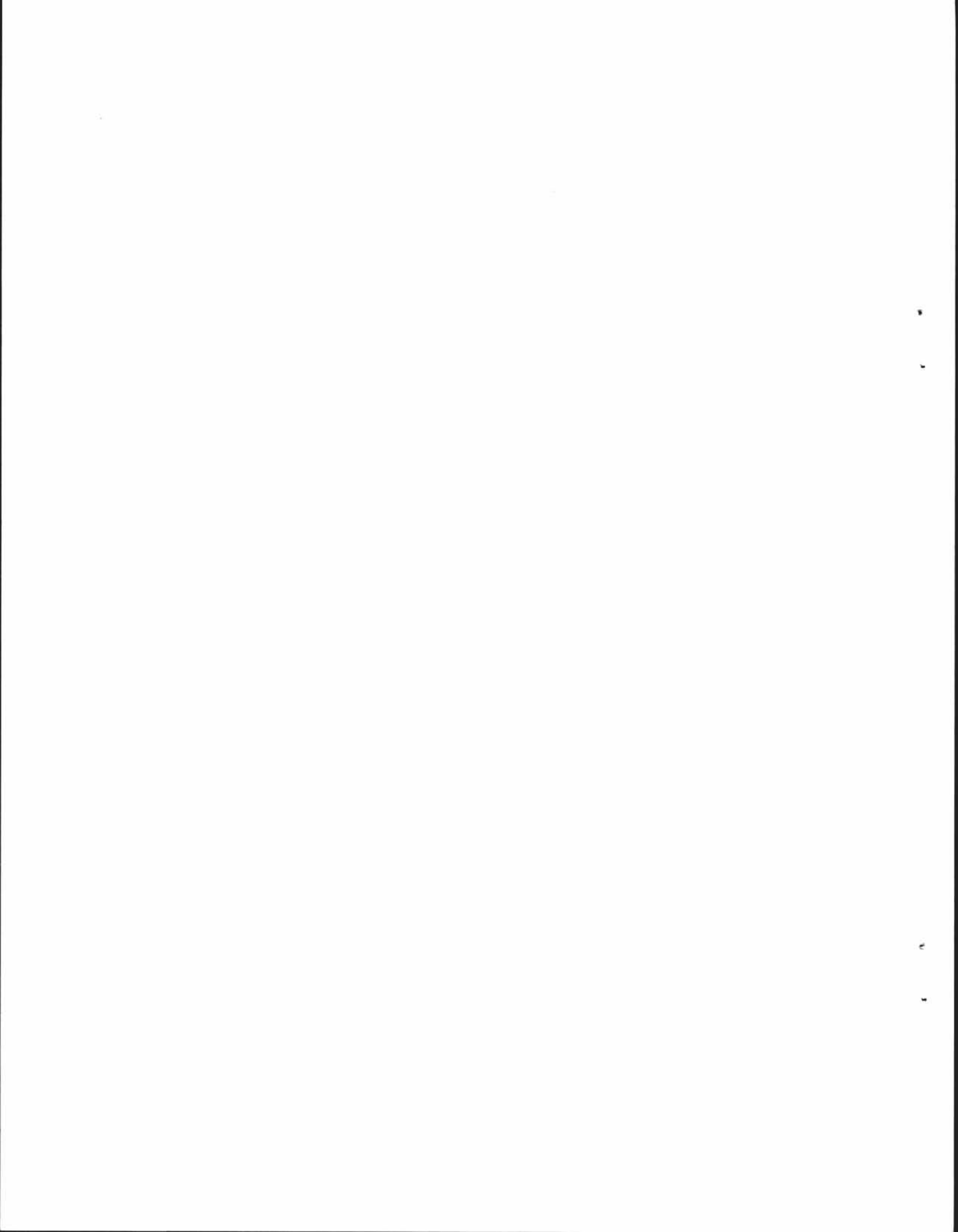
1997-98, 1998-99, 1999-2000, 2000-01

Alpena Public Schools



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This Agreement entered into this 22nd day of June, 1998, by and between the Alpena Public Schools Board of Education, hereinafter called the "Employer" and the Alpena Public Schools Adult/Alternative Education Association, MEA/NEA, hereinafter called the "Association".

PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students 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 consortium 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 37 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

1.1 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 a written and signed amendment to this Agreement.

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

1.3 Copies of the Agreement 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 ten (10) copies of the Master Agreement to the Association for its use.

1.4 If any provision of this Agreement shall be found contrary to law, then such provision shall not be deemed valid, but all other provisions shall continue in effect.

ARTICLE II RECOGNITION

2.1 The Alpena Public Schools Board of Education recognizes the Alpena Public Schools Adult/Alternative Education Association, MEA/NEA as the sole and exclusive bargaining agent as established by the Michigan Employment Relations Commission for all full-time and regular part-time adult education alternative education teachers, homebased* teacher, student services, and counselors and excluding directors, coordinators, administrators, secretaries, aides, substitutes, homebound** teachers, adjunct school staff, and all other employees.

2.2 The Association agrees that its representation of the above-named personnel does not extend to any administrative functions to which those employees may be assigned, including job responsibilities and salary paid for performance of said administrative functions.

*Homebased teachers service student(s) who are placed in an alternative education program because of expulsion or long term suspension and are not part of the regular K-12 program.

**Homebound teachers service student(s) who are absent for an extended period of time and are a part of the regular K-12 program.

ARTICLE III BOARD'S RIGHTS

3.1 The Employer 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.

3.2 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/EMPLOYEE RIGHTS

4.1 Equal Employment Opportunity

The Provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, gender, handicap, marital status, or membership in or association with the activities of any employee organization.

4.2 Information

The Board agrees to furnish to the Union, in response to written requests from time to time, information concerning the financial resources of the District, adopted budgets, and such other information as it may reasonably require, together with such information as may be necessary for the Union to process any grievance. Nothing contained herein shall be construed to require that the Board provide any information not already available to it or to provide such information in any form other than that in which it would normally be provided to the Board.

4.3 The Association and its representatives shall have the right to use Board buildings at reasonable hours for meetings which do not interfere with the assigned functions of the regular program.

4.4 Bulletin boards and other mutually agreeable media of communication shall be made available to the Association and its members.

4.5 A Teacher has the right to review the contents of his/her personnel file. The employee shall make an appointment with the Director of Personnel. A representative of the Association may accompany the Teacher in such a review, if requested by the employee. Confidential materials at the time of employment are exempt from review. The employee has a right to submit written response to material placed in the file. If a Teacher is requested to sign material placed in the file, such signature indicates awareness of the material only. Disciplinary material including complaints that become a matter of record will not be placed in an employee's personnel file without notification to the employee.

4.6 Employees will be entitled to full rights to citizenship and no religious or political activities of any employee will be grounds for discrimination with respect to the employment of such employee.

4.7 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 nonrenewal of a probationary teacher.

4.8 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.

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

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

4.10 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 an administrator through the evaluation process described elsewhere in the Agreement. A teacher may request another observation by a different administrator.
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 remediate observed deficiencies.

4.11 The Association shall have five (5) paid leave days per year to conduct Association business. The Association agrees to apply for the days in advance and recognizes that requested days may not be approved if no substitute teachers are

available. Appropriate information will be provided by the Association regarding the intended use of the requested days.

4.12 A Professional Council of two (2) members appointed by the Administration and two (2) teachers appointed by the Association shall meet as necessary to discuss important matters of mutual concern. Such conference shall be scheduled within ten (10) calendar days of such request and may be arranged at the request of either party.

ARTICLE V
STUDENT DISCIPLINE

5.1 Enrollment in an adult/alternative education class or program is considered a "privilege", not a student "right", therefore:

1. Adult/alternative staff during "intake" process are not obliged to take students whom the program can not meet their individual needs.
2. Any illegal or disruptive behavior may be grounds for dismissal.
3. 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. The teacher will furnish full particulars of the incident in writing including, if applicable, prior corrective action taken by the teacher as promptly as possible. If no administrator is available, then the student service coordinator will retain student until an administrator can be contacted. Returning to the classroom will depend upon a written mutual "behavior contract" agreement between teacher and administrator and student.
4. Students in possession or under the influence of alcoholic beverages or other drugs will be suspended from the class or program.
5. Any instance of assault upon a teacher which had its inception in a school-centered problem will be promptly reported in writing to the Director of Adult/Alternative Education. The Director of Adult/Alternative Education will render reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
6. Any complaints directed toward a teacher which will 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 VI TEACHER EVALUATION

6.1 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.

6.2 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. 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.
3. Each probationary teacher shall be provided with an Individualized Development Plan completed by appropriate administrative personnel in consultation with the individual teacher and a 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.

4. For the first three (3) years of his or her employment as a classroom teacher, 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.
5. Test results of academic progress of students will not be used as the sole criteria in evaluation 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 Director of Adult/Alternative Education 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 all cases, the employee should know who is designated as the evaluator and the instrument to be used.
10. 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 Director of Secondary Education who will assign another administrator to conduct an evaluation.

ARTICLE VII LEAVES OF ABSENCE

7.1 The number of days that teachers meet pupils in a school year are limited, and therefore, every effort will 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.

7.2 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. Sick leave days will not accrue but unused sick leave days held at the start of the leave will be maintained.
3. Leaves will be without pay or insurance benefits. 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 and the Business Office.
4. 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, subject, and so forth.
5. Written notice to the Personnel Office of intent to return or resign must be made no later than thirty (30) 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.
6. Upon return the teacher will be assigned to a comparable position for which he/she is certified and qualified.

7. 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.)

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. 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.

3. Family and Medical Leave

Family and medical leave will be in accordance with the Family and Medical Leave Act of 1993.

ARTICLE VIII
LAYOFF, SENIORITY

8.1 Layoff

- A. Employees may be laid off, by way of illustration and not limitation, due to financial reasons, space limitations, enrollment changes, curriculum and program changes.
- B. In the event layoff is necessary, the employer will lay off based on bargaining unit seniority, certification, and qualification.
- C. An employee will be recalled by certified letter. It is the responsibility of each employee to provide the Employer with his/her current address.
- D. Employees will retain recall rights for a period of four consecutive semesters.

8.2 Seniority

The "Seniority List" as developed jointly by the Alpena Adult/Alternative Education Association and the Board before ratification, and as updated hereafter, will be the official seniority list for the District.

- A. Seniority will be the length of continuous service from the latest date of hire with the Alpena Adult/Alternative Education Program.
- 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 Alpena Adult/Alternative Education Association 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 the 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.
 8. An employee shall lose seniority for the following reasons:
 - a. Resignation or retirement
 - b. Discharge
 - c. Absent for three (3) work days without authorization
 - d. Failure to return to work when recalled from layoff
 - e. Failure to return to work upon expiration of a leave of absence
 - f. Unemployed with the Alpena Adult/Alternative Education Association for a period of two (2) years
 - g. Transferred or promoted to a position outside the bargaining unit
 - h. Employee falsified information on employment application or leave of absence application
 - i. Accepts other employment during a leave of absence unless authorized by the Board
 9. Seniority for teachers working less than five days per week or less than a full year shall be prorated (e.g., number of hours worked per semester divided by 540 [rounded to nearest one one-hundredth] equals accrued seniority for that semester)
- C. The Seniority List is found in Appendix B.

ARTICLE IX VACANCIES

9.1 A vacancy is a new position or a position in which no Teacher is assigned, nor has rights under any leave of absence provision.

9.2 Vacancies with the bargaining unit will be posted in a designated area in each building where classes are being taught or mailed via US mail or delivered via inter-school mail to every Teacher. The vacancy posting will contain general information about the vacancy and qualifications for the position.

9.3 Vacancies and/or new class options, and Extra Duty/overload positions will be offered first to bargaining unit teachers on the basis of seniority, certification, and qualifications, before opening up to new hires.

9.4 In filling available positions, the Employer will consider experience, certification and qualifications as they pertain to the assignment, instructional requirements, employment within the bargaining unit, and the instructional needs of students. Qualification is defined as a teacher having a major or minor in the subject area to be taught. Teachers teaching vocational classes will have appropriate vocational certification. Teachers teaching in the ABE or GED programs will have certification or experience in reading instruction. Should the Director be unable to hire someone with the appropriate qualifications, then the position will be filled on a temporary basis (up to one year) as assigned by the Director of Adult/Alternative Education in keeping with Michigan Certification requirements.

9.5 No vacancy will be filled, on a permanent basis, until five (5) calendar days after the vacancy posting.

9.6 Employees within the bargaining unit who wish to apply for a vacancy must do so in writing to the Director of Personnel of the Alpena Public Schools or its administrative agent.

9.7 The names of newly hired employees will be provided to the Association.

ARTICLE X
SUBSTITUTE TEACHERS

10.1 Substitute teachers will be provided except in unusual situations where none are available.

10.2 If a teacher within the Adult/Alternative Education Program substitutes for another teacher, s/he will be paid at their regular pay.

ARTICLE XI
PROFESSIONAL COMPENSATION AND PAYROLL DEDUCTIONS

11.1 Salaries will be paid in twenty-one (21) or 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 payday. Salary checks will be withheld until the requirements concerning professional staff records and reports have been met, exceptions may be authorized by Director.

11.2 Upon appropriate written authorization from the teacher, the Employer shall make deductions for annuities, credit union, savings bonds, United Fund, health insurance, MEA Financial Services programs or any other programs approved by the administering Board of Education.

11.3 The basic rate of pay for teachers shall be as set forth in Appendix A. The rate thus specified shall be in effect without deviation during the duration of this Agreement.

11.4 Teachers who are required to use vehicles in their work assignment shall be compensated at the rate allowable by the IRS.

ARTICLE XII GRIEVANCE PROCEDURE

12.1 Definition

A grievance is a claim by the employee or Association that there has been a violation or misapplication of a provision of this Agreement.

12.2 Structure

The Association will establish a committee to process grievances for 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 if grievant is proposing something that is a violation of the contract, at all formal stages of the grievance process.

12.3 Steps of the Grievance Procedure

- a. The term "teacher" includes only the individuals affected by the violation or misapplication of any provision of this Agreement.
- b. "Day" refers to workdays.

12.4 Level I

Within fourteen (14) days of an occurrence which may provide the basis for a grievance, the employee(s) shall discuss the problem with the Director of Adult/Alternative Education with the objective of resolving the matter informally. The Director shall meet with and verbally respond to the employee(s) within fourteen (14) days of discussing the problem.

12.5 Level II

If the problem is not resolved at Level I, the employee must, within ten (10) days following the discussion of the alleged grievance, submit the grievance in writing to the Director of Adult/Alternative Education. The grievance information to the Employer shall include:

- a. Identification of the grievant(s).
- b. The specific facts upon which the alleged grievance is based.
- c. Identification (including Article and subsection) of the applicable portion of the Agreement allegedly violated or misapplied.

- d. The specific relief requested.
- e. The date(s) on which the alleged grievance occurred.
- f. The date on which the grievance is being filed.
- g. A signature attesting to the facts as presented.

Within ten (10) days of receipt of the written grievance, the Director of Adult/Alternative Education or his/her designee shall hold a meeting with the grievant. At the option of the employee, an Association representative may be present. The Director of Adult/Alternative Education shall indicate the disposition of the grievance in writing within ten (10) days of such meeting and shall furnish a copy thereof to the grievant and the Association.

Nothing contained herein shall be construed to prevent an individual employee from presenting a grievance and having the grievance resolved without the intervention of the Association, if the resolution is not inconsistent with the terms of the Agreement. However, only the Association has the authority to carry a grievance to the final level of the grievance procedure.

12.6 Level III

If the grievance is not resolved at Level II, the employee must, within seven (7) days of receipt of the Director's response, submit the grievance to the Director of Personnel or his/her designee. The Director of Personnel shall within seven (7) days of the receipt of the grievance arrange and hold a meeting with the grievant(s), who may be accompanied at the meeting by an Association representative. A written reply to the grievance shall be forwarded to the grievant and the Association within seven (7) days following the meeting. If no written response is given to the grievant within seven (7) days following the meeting, the grievant may re-submit the grievance for Level IV. It must be submitted for Level IV within seven (7) days or the grievance will be dropped.

12.7 Level IV

Grievances which are unresolved to the satisfaction of either party at this point may be submitted to binding arbitration by the Board or the Association only (not an individual). If neither party files a Demand for Arbitration within ten (10) working days of the Personnel Director's decision, the grievance will be deemed withdrawn unless timelines have been mutually waived.

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.

12.8 Level V

Grievances which are unresolved to the satisfaction of either party at this point may be submitted to binding arbitration by the Board or the Association only (not an individual). If neither party files a Demand for Arbitration within ten (10) working days of the Personnel Director's decision the grievance will be deemed withdrawn, unless timelines have been mutually waived.

12.9 Time Limits

The time limits provided in this Article will be observed unless extended by mutual written agreement of the parties.

12.10 Miscellaneous

- a. A grievance may be withdrawn at any step without prejudice.
- b. No reprisals will be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
- c. All documents, communications, and records dealing with a grievance will be filed separately from the personnel files of the participants.

ARTICLE XIII UNION SECURITY

13.1 For the duration of this Agreement, except as provided elsewhere herein, each regular employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the date of execution of the collective bargaining agreement, whichever is later, join the Association or pay a Service Fee to the Association in an amount determined by the Association, including local, state, and national dues. The employee shall authorize payroll deduction for such dues or fee. In the event the employee does not pay such dues or service fee directly to the Association or authorize payment through payroll deduction, the Employer will, pursuant to MCLA 408.477; MSA 17.277(7), at the request of the Association, deduct the dues or service fees from the employee's wages and remit same to the Association. Payroll deductions made pursuant to this provision will be remitted to the Association no later than twenty (20) days following deduction. The Association will certify to the Board and employees, in writing, the amount of the dues and/or service fee to be deducted. The Association will hold the employer harmless for any monies deducted and remitted to the Association pursuant to this section.

13.2 The Association established a procedure regarding fees set forth in the "Policy Regarding Objections to Political- Ideological Expenditures." If any person paying service fees hereunder objects to the expenditure by the Association of any funds collected from him/her pursuant to provision 13.1 above, such person may present such objection pursuant to that Policy and the procedures therein set forth; however, challenge to any such expenditure shall not relieve the person of the obligation of paying the service fee or any portion thereof pending final determination thereunder. The remedies set forth in such Policy shall be exclusive, and unless and until such procedures, including any judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by such objecting Teacher concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement or any other administrative or judicial procedure.

13.3 In the event of any 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, individual Board members and administrators harmless against any and all claims, demands, losses, costs and expenses, suits or other forms of liability and all court or administrative agency costs arising out of or incurred directly or indirectly because of the application, implementation, and enforcement of this Article.

13.4 If at any time during the duration of this Agreement the Association authorizes, causes or engages in or sanctions any strike against the Alpena Public

Schools, as defined by Michigan Public Act 336, as amended by Public Act 379, then this Article shall become null and void and inoperative during the life of the Agreement.

ARTICLE XIV
TEACHER CLASSIFICATION

14.1 A full-time Adult/Alternative Education Teacher is defined as a teacher with a work assignment to teach or perform other professional duties for a minimum of six (6) periods or equivalent per day excluding preparation/conference period. The calendar will reflect at least the minimum hours required by law.

14.2 Teachers in the bargaining unit, who substitute for teachers on leaves of absence for a semester or more, shall be eligible for the same pay and benefits as they would normally receive during this term of such temporary substitution.

14.3 A probationary teacher is defined by statute as someone who does not have tenure under the law.

ARTICLE XV
ASSIGNED TEACHER HOURS

15.1 The Adult/Alternative Education Director shall be responsible for assigning the specific work days and hours for teachers employed in the various Adult/Alternative Education programs.

15.2 The teacher work day will incorporate the following:

1. Six (6) fifty (50) to fifty-five (55) minute instructional periods with a five (5) minutes passing time between each period
2. A planning/preparation period no less than forty-five (45) minutes in duration
3. A duty-free thirty (30) minute lunch period
4. An arrival time at least fifteen (15) minutes prior to student arrival
5. Conformity to Michigan School Code requirements for instructional minutes/hours
6. The above may be waived by mutual agreement
7. Current practice/schedule is attached as Appendix G

15.3 Because employment is dependent upon student enrollment in the programs, there can be no guarantee as to the number of class/program sections assigned.

15.4 A teacher's assignment is tentative until confirmed after classes have met. Assignments may be cancelled up to two weeks after classes have met. Assignments may be cancelled up to two weeks after the class first meets or before the official student count day.

15.5 If classes are being eliminated for any reason, within two weeks of the beginning of each semester or by the official count day, whichever is later, the reduction in classes will be absorbed by the least senior teacher, within the bargaining unit, providing proper certification is held by the displacing teacher.

15.6 The right of employee assignment is vested in the Employer through the Director of Adult/Alternative Education.

15.7 By June 1 teachers will be tentatively assigned their fall schedule. Any necessary reduction in hours shall be applied to the assignments of the least senior teachers provided that a more senior teacher is certified/qualified for the position(s).

15.8. As part of the planning/preparation time afforded, Teachers shall be required to attend a monthly staff meeting not to exceed, without mutual consent, forty-five (45) minutes.

15.9 Unless established otherwise, classes outside the normal school day shall be considered for overload assignments.

ARTICLE XVI PAID LEAVES

16.1 Sick Leave

Full time teaching staff shall have Thirteen (13) days per year cumulative to 185 days for 1997-98; Fourteen (14) days per year cumulative to 185 days for 1998-99; Fifteen (15) days per year cumulative to 185 days for 1999-2000; and Fifteen (15) days per year cumulative to 185 days for 2000-01. Part-time teachers will have sick leave days prorated based on their full time equivalency.

16.2 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, step-sisters, 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.

16.3 Bereavement Leave

Full time teachers will have bereavement leave up to five days per occurrence, limited to ten days per year. The term "immediate family" 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, sisters-in-law, daughters-in-law, brothers-in-law or an individual living with the teacher on a non commercial basis. Any additional time shall be paid out of sick leave by approval of the Director of Adult/Alternative Education. If there are no bereavement or sick days available, the teacher may request time off without pay.

16.4 Jury Duty

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 but shall keep mileage reimbursements.

Teachers released from jury duty prior to the end of the workday shall report to work.

16.5 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.

16.6 Snow Days

Teachers will be paid their full pay if school is canceled due to snow not to exceed two (2) days. All Act-of-God days (e.g., rain, snow, sleet, accident, etc.) which exceed two days, shall be rescheduled.

16.7 At the beginning of the 1997-98 and 1998-99-contract year, each teacher shall be credited with one (1) day to be used for the teacher's personal or emergency business. At the beginning of the 1999-2000 and 2000-01 contract year, each teacher shall be credited with two (2) days to be used for the teacher's personal or emergency business. A teacher planning to use a personal business/emergency day, shall notify his/her supervisor at least one (1) day in advance, except in cases of emergency. Emergency shall be defined as an unforeseen circumstance that requires the immediate attention of the teacher and cannot be held in abeyance until after scheduled work time. Personal business/emergency business absence is not to be interpreted as being for vacation, recreation, money-making activities, or other employment.

ARTICLE XVII
INSURANCE/BENEFITS

17.1 To be eligible for coverage (or increases in coverage), teachers must be able to meet the "at work requirements" as per the insurance carrier with the Board of Education before benefits are effective.

Part-time teachers 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 policy holder.

Changes in family status shall be reported by the employee to the Board's Employee Benefits Clerk within thirty (30) days of such change. The employee will be responsible for any over-payment of premiums made by the Board in his/her behalf for failure to comply with this provision.

Board provided health, dental, and vision insurance programs will be limited to one plan per household.

The Board reserves the right to select the carrier and/or maintain a self-insurance program for each of the insurance options outlined below.

17.2 Health Insurance

Commencing with the first day of the month following the ratification date of this contract, the Board will provide Michigan Hospital Service/Michigan Medical Service (Blue Cross/Blue Shield) health care insurance as follows:

Fully paid premium for Blue Cross/Blue Shield Comprehensive Semi-Private Hospital Care certificate, Riders DC SD PRE100/20 COMMP D45NM BMT SOTPE SAT2 HCB1 PSG VST PPNV1 CNM CNP FAERC ML RPS RM MMC4 MMCPD PREF RX PDCR2 XF COB3 NC EF PTB ASFP STMJ MMXTMJ SUBRO2 RDC PTFS PTS HMN GLE-1 TSA RAPS RAPS2 GCO ESRD.

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

17.3 Option In Lieu of Health Insurance:

Commencing with the first day of the month following the ratification date of this contract, the Board will provide forty-five dollars (\$45.00) per month as a cash

option if a teacher elects not to participate in the health insurance program as provided and governed by the provisions of this article.

17.4 Dental Insurance

Commencing with the 1998/99 contract year, the Board will provide a fully paid dental insurance program as outlined in Appendix E.

17.5 Vision Insurance

Commencing with the 1999/2000 contract year, the Board will provide a fully paid vision insurance program as outlined in Appendix F.

17.6 Life Insurance

Commencing with the 2000/01 contract year, the Board will provide full-time employees term life insurance in the amount of \$25,000, AD and D.

17.7 Long Term Disability Insurance

Commencing with the 2000/01 contract year, the Board will provide Long Term Disability Insurance as follows:

The protection provided will be payment of no less than sixty-three percent (63%) of a teacher's monthly contractual salary (not to exceed two thousand dollars [\$2,000.00] 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.

17.8 Pending and assuming the accretion of the Alpena Adult/Alternative Education Association teachers to the Alpena Education Association by 2001/02, commencing in the 2001/02 school year, the Board will provide the teacher with a retirement terminal leave payment of \$3,000.00 providing the following conditions are met:

1. The teacher must have had ten (10) years of continuous teaching service prior to the request for the retirement terminal leave payment.
2. The teacher must notify the Personnel Office by March 1 of the calendar year in which the retirement is to occur.
3. Retirement means the teacher must make application for benefits under the Michigan School Employees' Retirement System and cannot serve Alpena Public Schools in any future capacity without the approval of the Superintendent.

17.9 Commencing with the first day of the month following the ratification date of this contract and extending through the 1999-2000 contract year, full time teachers have the option of purchasing dental and vision insurance as per this contract, with pretax dollars. Teachers desiring to exercise this option will enter into a salary reduction agreement which complies with the Internal Revenue Code(s).

ARTICLE XVIII
EXTENT OF AGREEMENT

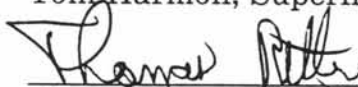
This Agreement shall be effective as of August 25, 1998 and shall continue in effect through August 31, 2001.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

ALPENA PUBLIC SCHOOLS

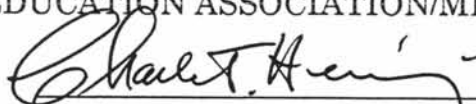


Tom Harmon, Superintendent

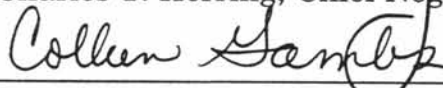


Thomas Ritter, Board President

ALPENA ADULT/ALTERNATIVE
EDUCATION ASSOCIATION/MEA/NEA



Charles T. Herring, Chief Neg.



Colleen Gambs, Neg. Comm.



Elaine LaMarre, Neg. Comm.

Dated this 22nd day June, 1998.

APPENDIX A

Salary Schedule

	Salary	Teacher Work Days
1997-98	\$27,143	185
1998-99	\$28,108	186
1999-2000	\$29,574	190
2000-01	\$30,461	192
2001-02	To be bargained	194

Note: In any year should the number of instructional days not be increased as currently 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.

Extra Duty/Overload:

Homebased (10 hour max)*	\$20/Hr. of contact
GED Testing (off site only)	\$20/Hr. of contact
Overload (extra class for full time)	.00093 x Salary Base/Hr.
Intakes	.00093 x Salary Base/Hr.
Adjunct School Staff (2 class max)*	.0007 x Salary Base/Hr.

*The Bargaining Committees will meet to review potential exceptions.

APPENDIX B

Seniority List

Alpena Public Schools Adult/Alternative Education Teachers

Commencing with the 1998/99 contract year the following will be the order of seniority for Adult/Alternative Education Teachers. It is understood that any seniority lists in existence prior to August 24, 1998, shall be considered null and void.

<u>Seniority Order</u>	<u>Years as of June 30, 1998</u>
1. Elaine LaMarre	12.40
2. Joan Barnett	10.00
3. Colleen Gambs	8.90
4. Barbara Matteson	1.91
5. Merrill Downs*	--
6. Mark Breckenridge	.32
7. Robin Morley*	--

*Will be assigned this seniority placement following completion of regular secondary teacher certification appropriate for teaching assignment(s).

APPENDIX C

Alpena Public School District

Evaluation of Adult & Alternative Education Teaching Staff

For Personnel File

NAME:

Probationary Teacher

Tenured Teacher

BUILDING:

ASSIGNMENT:

EVALUATORS NAME:

DATE(S) OF OBSERVATION(S):

Evaluation General Procedures

1. The Coordinator of Adult and Alternative Education must meet with the teacher prior to the evaluation to go over the form to be used and the expectations of the evaluation.
2. All teachers to be evaluated will be given a reasonable notice (not less than twenty-four [24] hours) before a formal evaluation. Exceptions will only be allowed if approved by the teacher.
3. The evaluator will be the Coordinator of Adult and Alternative Education or another certified administrator.
4. Any area deemed as unsatisfactory by the evaluator shall include a plan for remediation within the comment area at the end of that section.

Section I – Instructional Performance

	Satisfactory	Unsatisfactory	
A.	<input type="checkbox"/>	<input type="checkbox"/>	Teacher adjusts to needs and instructional levels of students.
B.	<input type="checkbox"/>	<input type="checkbox"/>	Goals of instruction are clear to the student.
C.	<input type="checkbox"/>	<input type="checkbox"/>	Procedures of instruction match goals desired.
D.	<input type="checkbox"/>	<input type="checkbox"/>	Uses a variety of teaching techniques (such as but not limited by: Utilization of materials, A.V. resource people, cooperative learning, student centered activities).
E.	<input type="checkbox"/>	<input type="checkbox"/>	Teacher makes use of audio-visual materials effectively.
F.	<input type="checkbox"/>	<input type="checkbox"/>	Lessons taught enhance the curriculum.
G.	<input type="checkbox"/>	<input type="checkbox"/>	Has group control and sensitivity to student's needs and problems: (Develops long-range goals and organizes the weekly and daily lesson plans within this framework; brings adequate, scholarly preparation to the field assignment.)
H.	<input type="checkbox"/>	<input type="checkbox"/>	Enhances feelings of self-worth for the adult/alternative learner by giving positive feedback.
I.	<input type="checkbox"/>	<input type="checkbox"/>	Sets standards and expectations for the adult/alternative students and updates the students on progress.
J.	<input type="checkbox"/>	<input type="checkbox"/>	Displays enthusiasm for teaching adult/alternative learners as evidenced by a positive and relaxed classroom atmosphere.

Evaluator's Comments:

Attach Additional Pages As Necessary

Section II – Management and Organizational Performance

	Satisfactory	Unsatisfactory	
A.	<input type="checkbox"/>	<input type="checkbox"/>	Records student progress.
B.	<input type="checkbox"/>	<input type="checkbox"/>	Teacher shows evidence of short and long term planning as evidenced by lesson plan books, anticipating equipment and materials needs, meeting timelines, and submitting accurate reports.

Evaluator's Comments:

Attach Additional Pages As Necessary

The following areas may be determined outside of a formal evaluation.

Section III – Management and Organizational Performance

	Satisfactory	Unsatisfactory	
A.	<input type="checkbox"/>	<input type="checkbox"/>	Follows policies and procedures of Alpena Adult/Alternative Education Program.
B.	<input type="checkbox"/>	<input type="checkbox"/>	Attends inservice programs and meetings.
C.	<input type="checkbox"/>	<input type="checkbox"/>	Responds positively to supervisor's suggestions and directions.
D.	<input type="checkbox"/>	<input type="checkbox"/>	Appropriate grooming as evidenced by neatness and cleanliness.
E.	<input type="checkbox"/>	<input type="checkbox"/>	Displays a professional attitude to peers, students, supervisors.
F.	<input type="checkbox"/>	<input type="checkbox"/>	Cooperates with host agencies, when sharing facilities, to enhance common objectives.

Evaluator's Comments:

Section IV – Overall Evaluation

Satisfactory Unsatisfactory

Evaluator's Comments: (Attach additional pages as necessary.)

Section V – Progress on attaining Individualized Development Plan goals

Satisfactory Unsatisfactory NA/NO

Evaluator's Comments: (Attach additional pages as necessary.)

Teacher Signature* _____ Date _____

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

Evaluator Signature _____ Date _____

APPENDIX D
ALTERNATIVE EDUCATION
1998-99 CALENDAR

First Semester

	<u>Dates</u>	<u>Instr Days</u>	<u>Work Days</u>	<u>Notes</u>
Aug.	17-21	3	2	Teachers choose 2 Intake Days Aug. 24 & 25 – Intakes Aug. 26 – Students return
	24-28		5	
	31	1	1	
Sept.	1 - 4	4	4	Sept. 7 – Labor Day
	8 - 11	4	4	
	14 - 18	5	5	
	21 - 25	5	5	
	28 - 30	3	3	
Oct.	1 - 2	2	2	Oct. 23 – Inservice Oct. 30 – End First Marking Period
	5 - 9	5	5	
	12 - 16	5	5	
	19 - 23	4	5	
	26 - 30	5	5	
Nov.	2 - 6	5	5	Nov. 16 – Harvest Day Nov. 26/27 – Thanksgiving
	9 - 13	5	5	
	17 - 20	4	4	
	23 - 25	3	3	
	30	1	1	
Dec.	1 - 4	4	4	Dec. 23 – Jan. 1 Winter Break
	7 - 11	5	5	
	14 - 18	5	5	
	21 - 22	2	2	
Jan.	4 - 8	5	5	Jan. 15 – Intakes Jan. 18 – Records Day
	11 - 15	4	5	
	18		1	
TOTALS:		89	96	

APPENDIX D
ALTERNATIVE EDUCATION
1998-99 CALENDAR

Second Semester

	<u>Dates</u>	<u>Instr Days</u>	<u>Work Days</u>	
Jan	19-22	4	4	Jan. 19 – Second Semester Begins
	25-29	5	5	
Feb.	1-5	5	5	Feb. 19 – Inservice
	8-12	5	5	
	15-19	4	5	
	22-26	5	5	
Mar.	1-5	5	5	Mar. 19 – End Third marking Period Mar. 29-April 5 - Spring Break
	8-12	5	5	
	15-19	5	5	
	22-26	5	5	
	29-31	0	0	
Apr.	1-2	0	0	April 5 – Easter Monday
	5-9	4	4	
	12-16	5	5	
	19-23	5	5	
	26-30	5	5	
May	3-7	5	5	May 31 – Memorial Day
	10-14	5	5	
	17-21	5	5	
	24-28	5	5	
	31	0	0	
June	1-4	2	4	June 2 – Students Last Day June 3 & 4 - Records Day
SECOND SEM.TOTALS:		89	92	
FIRST SEM. TOTALS:		<u>89</u>	<u>96</u>	
YEARLY TOTAL		178	188	

The 1999-2000 and 2000-2001 Calendars shall be agreed to amicably prior to June 1 of the preceding school year.

APPENDIX E

Dental Care Benefits

Alpena Public Schools Adult/Alternative Education Teachers

Schedule of Dental Care Benefits

Type I	Exam, X-Rays, Fillings, etc.	
	Percent of Coverage	80%
Type II	Crowns, Bridges, etc.	
	Percent of Coverage	60%
Type III	Orthodontics	
	Percent of Coverage	50%

Plan Maximums

Type I and II Services	
Maximum Annual Benefit per Covered Individual	\$1,000.00
Type III Services	
Lifetime Maximum Benefit per Covered Individual	\$1,000.00

APPENDIX F

Vision Care Benefits

Alpena Public Schools Adult/Alternative Education Teachers

Schedule of Vision Care Benefits

Exam:	Optometrist	\$45.00
	Ophthalmologist	\$55.00
Clear Lenses:	Single	\$35.00
	Bifocal	\$61.00
	Trifocal	\$75.00
	Lenticular	\$90.00
Coated Lenses:	Single	\$40.00
	Bifocal	\$73.00
	Trifocal	\$90.00
	Lenticular	\$106.00
Polaroid Lenses:	Single	\$56.50
	Bifocal	\$97.00
	Trifocal	\$121.00
	Lenticular	\$143.00
Frames		\$65.00
Contact Lenses:	Necessary	\$175.00*
	Cosmetic	\$115.00*
	*Includes cost of the exam	
Plan includes:	Rimless Frames, All Tints, Photochromics, Oversize Blanks, and Blended Lenses	

Benefit Determination Period:	Service Frequency Coordination of Benefits	Once per benefit period Internal/External
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Benefit Year:	July 1 through June 30
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APPENDIX G

CURRENT PRACTICE/SCHEDULE FOR 1997-98 SCHOOL YEAR (Informational/Reference Purposes Only)

1. Six (6) 55 minute periods – Monday, Tuesday, Wednesday, Thursday
With five minute passing time between each period.
2. A planning/preparation period of fifteen (15) minutes per hour taught.
3. A duty-free thirty (30) minute lunch period.
4. An arrival time of 7:45 a.m.
(7:45 a.m. until 8:05 a.m. is student advising time)
5. One (1) three hour 25 minute (8:05 a.m. – 11:30 a.m.) class with open
afternoon for staff/student meetings.

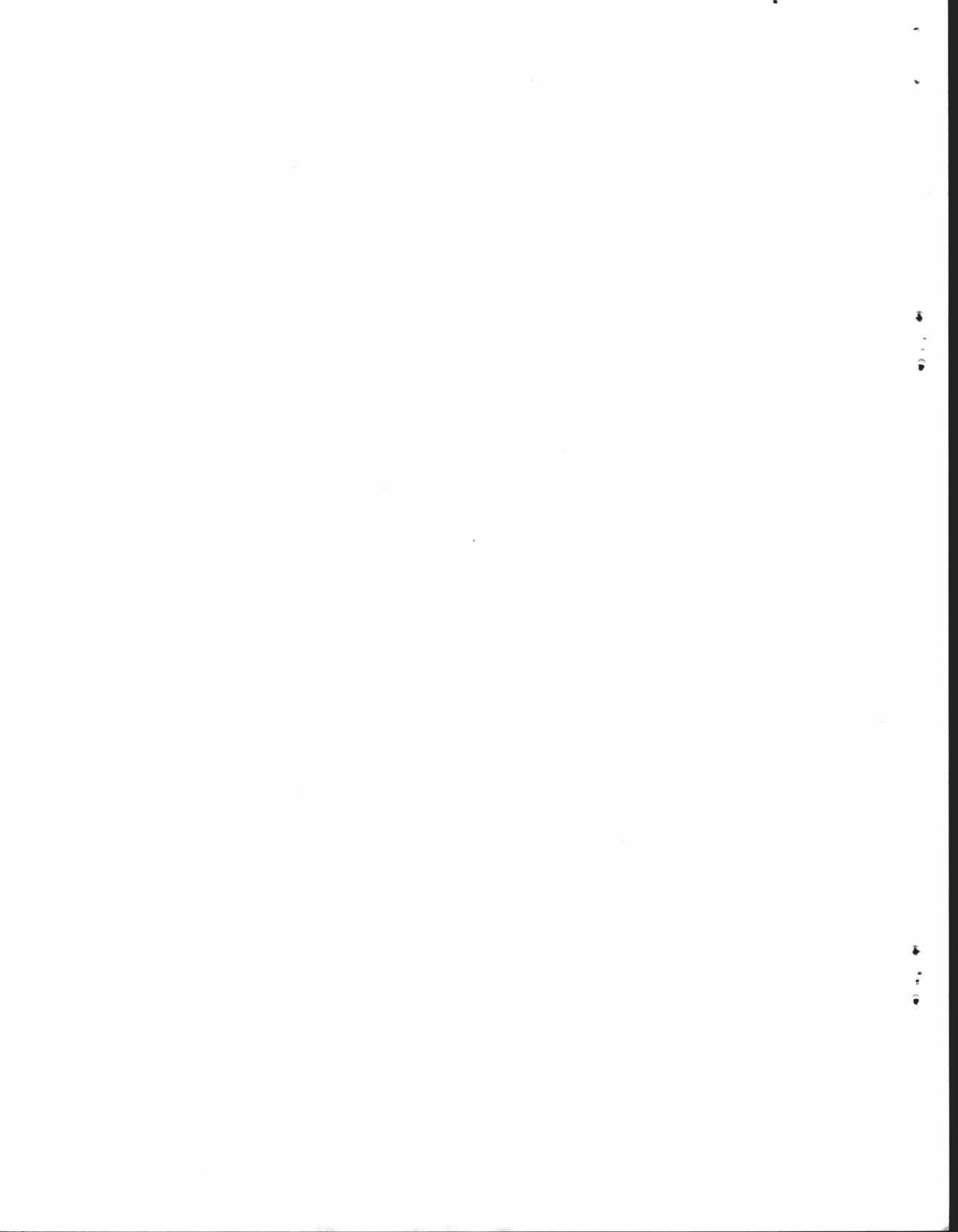
CURRENT PRACTICE/SCHEDULE FOR 1998-99 SCHOOL YEAR

Monday, Tuesday, Wednesday, Friday

7:45 – 8:00	Advising
8:05 – 10:00	First Hour
10:10 – 12:30	Second Hour
Lunch 11:00 – 11:30	
12:40 – 2:35	Third Hour
2:35 – 3:05	Planning Time

Thursday

7:45 – 8:00	Advising
8:05 – 12:00	Fourth Hour
Lunch 12:00 – 12:30	
12:30 – 3:05	Staff Development Time/Planning Time





1000

1000