

A G R E E M E N T

between
the

ALPENA BOARD OF EDUCATION

and the

ALPENA EDUCATION ASSOCIATION

Alpena, Michigan

September 4, 1973 to August 30, 1974

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

Alpena Public Schools
Mr. Robert L. Bennett, asst. Supt.
508 Taylor St.
Alpena, Mich. 49707

Alpena v Alpena Bd. of Education

TABLE OF CONTENTS

	Page
Preamble	1
Article I, Recognition Clause	
Sec. A, Bargaining Representative	1
Sec. B, Professional Dues or Fees & Payroll Deductions.	2
Article II, Grievance Procedure	
Sec. A, Definitions	3
Sec. B, Purpose	3
Sec. C, Structure	4
Sec. D, Procedure	4
Sec. E, Rights to Representation.	6
Sec. F, Miscellaneous	6
Article III, Professional Salary	
Sec. A, Purpose	6
Sec. B, Payment Procedure	6
Sec. C, Non-degree 1973-74 Teacher Salary Schedule. . .	6
Sec. D, Degreed 1973-74 Salary Schedule for Teachers. .	7
Sec. E, Changes in Salary Category.	8
Sec. G, Salary Schedule Placement	10
Sec. H, Advanced Training	10
Sec. I, Special Job Classification.	10
Sec. J, Paid Extracurricular Duties 1973-74 Schedule. .	12
Sec. K, Tutoring.	14
Sec. L, Travel Payment.	14
Sec. M, Contracted Part-time Professional Employees . .	14
Sec. N, Income Protection Insurance	14
Article IV, Conditions of Employment	
Sec. A, Health Examinations	14
Sec. B, Classroom Teacher Pupil Ratio	15
Sec. C, Teacher Work Schedule	16
Sec. D, Assignment & Placement.	16
Sec. E, Promotion	18
Sec. F, Notification of Vacancies	19
Sec. G, Transfers	19
Sec. H, Principles & Considerations in Regard to Transfers	20
Sec. I, Reduction of Personnel	22
Sec. J, Evaluation of Personnel	23
Sec. K, Departmental or Professional Organization . . .	24
Sec. L, Noon Hour Supervision	25
Sec. M, Holidays & Vacations	25
Sec. N, Leaves Of Absence	
1. Maternity	25
2. Adoptive	26

	3. Exchange	27
	4. Writing, Travel, & Study	27
	5. Health	28
	6. Sabbatical	28
Sec. O,	Absence	
	1. Emergency Illness.	29
	2. Personal Sickness.	29
	3. Bereavement.	30
	4. Personal Day	30
	5. Visitation Day	30
	6. Act of God	31
	7. Jury Duty.	31
	8. Emergency Absence From Class	31
	9. Subpoena Leave	31
	10. Physical Examination for the Draft	31
Sec. P,	Retirement Policy	31
Sec. Q,	Additional Teacher Benefits	
	1. Tax Sheltered Annuity.	32
	2. Hospital Medical Insurance	32
	3. Life Insurance	32
Sec. R,	Other Authorized Payroll Deductions	32
Sec. S,	Released Time for the Association President.	33
Article V,	Obligations & Responsibilities	
	Sec. A, Joint Responsibility	33
	Sec. B, Board's Right Clause	33
	Sec. C, Rights of Teachers	34
	Sec. D, Instructional Advisory Council	35
Article VI,	Miscellaneous Provisions Concerning the Agreement	36
Article VII,	Duration of the Agreement	36
	K-12 School Calendar 1973-74	37
	Ratification Signatures	39
	Teacher Evaluation Form	

AGREEMENT

THIS AGREEMENT, entered into this 4th day of September 1973, A. D. by and between the ALPENA PUBLIC SCHOOLS, ALPENA AND PRESQUE ISLE COUNTIES, MICHIGAN, hereinafter called the "Board" and the ALPENA EDUCATION ASSOCIATION, hereinafter called the "Association" affiliated with the MICHIGAN EDUCATION ASSOCIATION, hereinafter called the "M.E.A." and the NATIONAL EDUCATION ASSOCIATION, hereinafter called the "N.E.A."

PREAMBLE

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. RECOGNITION CLAUSE:

A. The Board recognizes the Association as the sole and exclusive bargaining representative for all* contracted elementary and secondary instructors, including special education teachers, librarians, counselors, and teachers on leave.

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

*All K-12 instructors who teach a load of one-half ($\frac{1}{2}$) or greater will be contracted.

B. Professional Dues or Fees and Payroll Deductions:

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

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

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

The procedure in all cases where services are to be discontinued based upon non-compliance with this article shall be as follows:

The Association shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

If the teacher fails to comply, the Association may file charges in writing with the Board, with a copy sent to the teacher, and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

The Board or its authorized agents, upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said teacher is protected by the provisions of the Michigan Tenure of Teachers Act, all proceedings shall be in accordance with said act. In the event of compliance at any time prior to discharge, charges shall be withdrawn.

In cases in which a teacher or teachers contest a discharge under the provisions of this article, and it is necessary for the Board to defend its position and to engage legal counsel and to incur expenses in so doing, the Association agrees to pay such expenses so incurred by the Board provided that the Association shall have the sole right to select legal counsel for which they are assuming the expenses and to determine the course and nature of the defense and/or appeal.

In the event the Board, acting on the request of the Association, discharges or attempts to discharge a teacher for failure to comply with this article, the Association agrees to indemnify and hold the Board harmless from any and all damages and judgments which may result from such action except for any loss which may be caused by malfeasance and misfeasance of the Board's employees or agents.

II. GRIEVANCE PROCEDURE:

A. Definitions:

1. A "grievance" is a claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any policy of the Board and may be processed as hereinafter provided. 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).

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 shall be kept as confidential as may be appropriate at each level of the procedure. Nothing herein contained shall be construed as limiting the right of any teacher with a problem to discuss the matter informally with the appropriate member of the administration.

C. Structure:

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

D. Procedure:

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

1. Step One

A teacher with a problem shall discuss it with his immediate supervisor or principal within fourteen (14) days of the alleged violation. He may discuss the situation: (a) individually or (b) together with his Association Representative, with the objective of resolving the matter informally.

2. Step Two

In the event the matter is not resolved informally, the problem stated in writing, may be lodged with or submitted as a grievance to the principal of the school in which the grievance arises within fourteen (14) days following the first meeting with the principal or supervisor.

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

- (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 shall state his decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the teacher(s) and two (2) copies to the Association Committee.

3. Step Three

In the event that the aggrieved person is not satisfied within fourteen (14) days of receipt of the decision, the Association Committee shall decide whether or not there is a legitimate grievance. If the Association Committee decides that no grievance exists, and so notifies the claimant, the teacher may continue to process his claim without Association support. If the Association Committee decides there is a legitimate grievance, it shall immediately process the claim with the Superintendent of Schools. Within fourteen (14) days from the receipt of the grievance, the Superintendent shall render a decision as to the solution.

4. Step Four

In the event the aggrieved person is not satisfied with the disposition of his grievance at Step Three, or if no decision has been rendered within fourteen (14) days from date of receipt of grievance by the Superintendent of Schools, he may refer the grievance through the Association Committee, to the Board of Education. Within fourteen (14) days from the receipt of the written referral by the Board, the Board shall meet with the Association Committee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within fourteen (14) days.

5. Step Five

If either party is not satisfied with the disposition of the grievance at Step Four or the Step Four time limits expire without action, then the grievance may be submitted to final and binding arbitration under the rules of the American Arbitration Association which shall act as administrator of the proceedings. If neither party files a Demand for Arbitration within thirty (30) days of the date of disposition of the grievance at Step Four or the date the Step Four time limit expires without action, whichever date is later, then the grievance shall be deemed withdrawn.

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

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

E. Rights to Representation:

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

F. Miscellaneous:

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

III. PROFESSIONAL SALARY:

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

B. Salaries shall be paid in twenty-six (26) equal payments every other Friday. It shall 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 1973-74 Teacher Salary Schedule:

(1) Any non-degree teacher will be paid at eighty-five (85%) 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 shall be placed at the appropriate step warranted by his service in the district.

D. Degreed 1973-74 Salary Schedule

	BA/BS	BA/BS + 15 hrs.	BA/BS + 30 hrs.	MA/MS	MA/MS + 15 pts.	MA/MS + 30 pts.	Ed.S.	Ph.D.
1.	8843	9108	9374	9727	9993	10258	10523	11231
2.	9241	9506	9772	10169	10435	10744	11010	11717
3.	9639	9904	10169	10612	10877	11231	11496	12203
4.	10081	10346	10612	11098	11363	11717	12026	12734
5.	10523	10788	11054	11584	11850	12248	12557	13265
6.	10965	11231	11584	12115	12380	12778	13088	13795
7.	11407	11673	12115	12645	12911	13309	13618	14326
8.	11938	12203	12645	13176	13441	13839	14193	14900
9.	--	12734	13176	13707	13972	14414	14768	15475
10.	--	13265	13707	14237	14547	14989	15343	16050
11.	--	13795	14237	14812	15122	15564	15917	16625
12.	--	--	15033	15608	15917	16360	16713	17421

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

1. An up-to-date transcript of credits showing total number of hours earned from each institution attended is required. Thereafter it will only be necessary to present a credit slip which will be photostated and attached to the transcript of credits.

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

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

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

<u>Points</u>	<u>Area</u>	<u>Maximum</u>
1	Each semester hour of graduate credit. To qualify, credit should be directly related to the instructional program.	None
1-5	Non-credit courses or workshops, with prior approval by the building principal and when related to the instructional program, to be evaluated by the point evaluation committee.	5
1	Each semester hour of undergraduate credit. To qualify, credit should be directly related to the instructional program.	5
1	Major Committee. A committee which would meet for the entire school year at regular intervals; e.g., Curriculum Committee, Personnel Policies.	None

<u>Points</u>	<u>Area</u>	<u>Maximum</u>
1/3	Minor committee or sectional chairman of a professional meeting. Would meet for a specified duration or purpose, e.g., special building committee, American Education Week committee, Michigan Week committee, building press representative, local reading council.	2
1	Educational Travel. Prior approval by the building principal. Extended educational travel which is closely coordinated with the teacher's instructional program may be granted additional 1 to 5 points on the point system as evaluated by the point evaluation committee.	5
1	Work experience with prior approval of the building principal.	None
1	Organization Officer who spends a major portion of time in a position of educational leadership. (Member of Executive Committees.)	4
1/3	Membership in an organization in subject field of the teacher. (Credit not to exceed one organization per year.)	2
1/3	Community service--nonpaid. To be evaluated by evaluation committee, e.g., United Fund, March of Dimes, Civic Theater, Civic Orchestra, Besser Chorus, Choral Society.	1
1/3 to 2	Publications in a professional magazine as evaluated by the committee.	3
1/3 to 2	Research--prior approval	3
2/3	Senior or Junior Class Sponsor	None
1/3	Sophomore or Junior High School Class Sponsor	None
1	Club Sponsor	5
1/3	Critic teacher--per student teacher.	3
1/3	Science Fair	None
1/3 to 2	To be given for Miscellaneous--as designated by the evaluation committee.	None

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

Points will be evaluated prior to September 30 and February 28 of each school year by a committee made up of the Superintendent (or his representative), the building principal, the Association's building representative, and a member of the professional committee (or its designated representative). Application for point credit must be made within one year after said credit has been earned.

G. Salary Schedule Placement:

New employees (including rehires) may be given up to four (4) years appropriate industrial or business experience when such experience is necessary for the establishment or continuation of special programs or where such experience is required to meet certification standards. Full-time military experience up to four (4) years and teaching experience up to seven (7) years shall be given. In no case will total experience granted be greater than a combined maximum of seven (7) years. It is understood and agreed that the provisions of this section are prospective only and not retroactive and shall not affect the status of those teachers employed at any time prior to the 1973-74 school year, nor shall those teachers make these provisions a subject of grievance.

H. Advanced Training:

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

I. Special Job Classification:

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

Classification I: Community School Program

A. Adult Enrichment Classes

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

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

B. Youth Enrichment or Recreation

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

C. Elementary, Secondary and Summer Academic Programs

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

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

Classification II: Staff Member Who Tutors Homebound Pupil

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

Classification III: Negotiated Agreements

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

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

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

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

J. Paid Extracurricular Duties:

Teachers carrying a full teaching load shall 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.

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

Percentages Paid for Extracurricular Duties

- 10% High School Football Head Varsity Coach
High School Basketball Head Varsity Coach
High School Instrumental Music Director
- 7% Football Assistant Coach
Football Trainer
Basketball Assistant Coach
High School Track HV Coach
High School Baseball HV Coach
High School Wrestling HV Coach
High School Hockey HV Coach
High School Cheerleading Coach
High School Girls Basketball Coach
High School Boys Gymnastics Varsity Coach
High School Girls Gymnastics Varsity Coach
High School Swim Coach Boys
- 5% High School Girls Gymnastics Assistant
High School Vocal
High School Tennis Head Varsity Coach
High School Golf Head Varsity Coach

High School Cross Country Head Varsity Coach
High School Debate
High School Anamakee
High School Boys Swimming Assistant Coach
High School Girls Swimming Coach
High School Track Assistant Coach
High School Baseball Assistant Coach
High School Wrestling Assistant Coach
High School Boys Gymnastics Assistant

4.5% Jr. High Football Coach
Jr. High Basketball Coach

4% Jr. High Instrumental
Jr. High Vocal
Jr. High Track
Jr. High Cheerleading Coach

3.5% High School Forensics
High School Drama

3% Safety Patrol
Other Cheerleader Coaches
Jr. High Cross Country
Sr. High Athletic Faculty Advisor \$700
Jr. High Athletic Faculty Advisor \$400

J. With prior approval of the building principal, staff members assigned the care and repair of instructional equipment after school hours shall be paid Five (5) Dollars per hour on a timesheet. A staff member assigned to the maintenance and care of the Biology Plantroom during the summer shall be paid Two Hundred (200) Dollars per summer.

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

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

K. Tutoring:

1. Teachers desiring to make their services available as tutors should place their names with the Assistant Superintendent for Instruction. From the names of these teachers, lists of available tutors will be compiled.

2. Under no circumstances shall a regular classroom teacher assume a paid tutoring responsibility for a pupil regularly enrolled in his classroom.

3. When a teacher is being paid to tutor, school equipment and facilities may not be used without prior permission of the building administrator.

L. Travel Payment:

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

M. Contracted Part-Time Professional Employees:

All contracted part-time professional employees shall share proportionally in all teacher benefits.

N. Income Protection Insurance:

The Board shall provide income protection insurance for each teacher with a carrier of the Board's choice. The protection provided shall be: Payment of no less than sixty-three (63) percent of a teacher's monthly contractual salary (not to exceed One Thousand (1,000) 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.

IV. CONDITIONS OF EMPLOYMENT:

A. Health Examinations:

1. The Board of Education reserves the right to request examinations upon written request.

2. The Board of Education provides the form to be used for the examination.

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

B. Classroom Teacher-Pupil Ratio:

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

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

Elementary	--	27	:	1
Junior High School	--	28	:	1
Senior High School	--	28	:	1

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

Class size shall be as follows:

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

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

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

3. Elementary Music Teacher Class Load:

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

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

4. English Teacher Class Load:

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

C. Teacher Work Schedule:

1. The Board and the Association recognize and agree that a teacher's responsibility to the students, community and profession generally entails the performance of duties and the expenditure of time and service beyond classroom duty hours. Such time and service beyond classroom duty hours and the customary professional meeting will be contained within a forty (40) hour week.

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

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

4. Elementary teachers may use those times during which their classes are receiving instruction from special area teachers as planning time.

5. Placement of Student Teachers:

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

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

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

D. Assignment and Placement:

1. "Placement" herein refers to the administrative unit in which the teacher will perform a specific assignment.

2. The principles governing assignment and placement should include the following:

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

(b) Placement and assignment are made with primary concern for the needs of the students within the framework of the experience, background and interests of the teacher.

(c) Teachers will not without good reason and consent be assigned teaching responsibilities outside their field of preparation. If this condition becomes temporarily necessary, however, the teacher will be evaluated only on the basis of his major or minor field of teaching.

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

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

3. Each building principal will assign qualified teacher helpers to all teachers new to the building. The principal responsibility of the teacher helpers will be to assist the teacher in the following ways:

(a) Go over the school's policy handbook with the probationary teacher and explain what is expected in this school system in such areas as reports, grading, discipline, prompt attendance, assuming homeroom responsibilities, etc.

(b) Indicate the expected personal standards for the profession in this community.

(c) Help familiarize the probationary teacher with his system handbooks so that he understands their contents including philosophy and suggestions.

(d) Explain to the teacher the manner and extent to which he is expected to develop his teacher plan book and lesson plans.

(e) If requested by the new teacher, discuss the appraisal form and procedure and any other evaluation placed in his personal folder.

4. 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 duties. The Association may then provide help for that teacher.

5. Personnel Files

A teacher shall have the right to review the contents of his 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 shall 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.

E. Promotion:

1. Administrative:

(a) It shall be the policy of the Board to fill each administrative vacancy with the candidate who by reason of training, experience and personal qualities has the best qualifications for the position;

(b) Teachers within the system will be given preference when all the qualifications of local and outside applicants are determined to be equal by the Superintendent of Schools;

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

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

(e) Staff members will have fourteen (14) days after the effective date of the listing in which to apply.

2. Department Head:

(a) It shall be the policy of the Board to fill each department head vacancy with the candidate who by reason of training, experience and personal qualities has the best qualifications for the position;

(b) The Board, as a general policy, shall attempt to make promotions from within the department, upon the recommendation of the Superintendent of Schools;

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

F. Notification of Vacancies:

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

Notification of teaching vacancies will be made by the administration to the various Association representatives. The notification will include a general description of the vacancy and the requirements for the position.

Staff members who have the qualifications for the position will have fourteen (14) days after the date of the listing in which to apply.

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

G. Transfers:

Procedures to be followed in securing a transfer:

1. By request of the staff member:

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

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

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

(d) Teachers within the system will be given preference when all the qualifications of the local and outside applicants are determined equal by the Superintendent of Schools.

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

2. By the administration:

(a) A principal may initiate a request for the transfer of a staff member. The transfer must first be discussed with the individual concerned before action can be taken.

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

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

H. Principles and Considerations in Regard to Transfers:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. Reduction of Personnel:

1. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of teachers employed by the Board, the order of reduction shall be:

(a) First year probationary teachers according to qualifications, certification and seniority. Seniority shall be defined as the employee's first working day in the Alpena Public Schools.

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

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

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

2. Any teacher whose services are terminated because of a necessary reduction in personnel shall be appointed, according to seniority, to the first vacancy in the school district for which he is certified and qualified.

3. If for any reason a general reduction of staff is anticipated, a meeting with representatives of the A.E.A. will be held to discuss the reduction prior to the action.

4. In the event it becomes necessary to reduce the number of teachers through layoff of employment, or to reduce the number of teachers in a given subject area or program, or eliminate or consolidate positions, the Board shall determine the order of layoff as described in (1) above. However, such action shall not be contrary to priorities established under the Michigan Teacher Tenure Act.

5. It is further agreed that any layoff pursuant to this Article shall automatically terminate the individual employment contract of all laid-off, non-tenure teachers and tenure teachers and shall 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.

6. The Board shall give written notice of recall from layoff by sending a registered or certified letter or telegram to said teacher, at his last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. If a teacher fails to report to work within ten (10) calendar days from date of receipt of the recall, unless an

extension is granted in writing by the Board, said teacher shall be considered as having voluntarily resigned and shall thereby terminate his individual employment contract and any other employment relationship with the Board.

7. No new teacher shall be hired in a subject area until all laid-off teachers, who are qualified and properly certified for that subject area, have been given an opportunity for recall as per paragraph (6) above.

8. No new teachers shall be hired in a subject area before teachers who are laid off from other subject areas who are qualified and who possess the necessary certification have been given an opportunity for recall as per paragraph (6) above.

9. Upon return, each teacher shall be granted the same status regarding probation, tenure, salary and fringe benefits that were his at the time of release. Advanced training acquired during such release shall apply toward placement on the salary schedule.

J. 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 shall be conducted openly and with the full knowledge of the teacher. The teacher shall be given a copy of all evaluation materials placed in the teacher's personnel office file, which shall be the teacher's official file for district use. At the teacher's option, he may include or attach comments concerning his evaluation to the evaluation form.

Evaluation Procedures:

A. 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.

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

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

D. Probationary teachers will be evaluated at least two times during the school year. The initial classroom evaluation shall be prearranged. Formal evaluation should take place as often as it would be helpful.

E. Tenure teachers will be evaluated at least once every two years. Formal evaluation should take place as often as it would be helpful.

F. Dismissal of teachers shall be carried out solely through the provisions of the Michigan Teachers Tenure Act.

G. 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 shall be designated as the primary evaluator. In situations where an assistant principal is assigned, he may be designated as the evaluator. In all cases, the employee should know who is designated as the evaluator.

H. In the event that the evaluator and the person being evaluated disagree, the person being evaluated may within ten (10) days of receipt of the evaluation form request an evaluation by a second administrator. Such requests shall be directed to the superintendent who will assign another administrator to conduct an evaluation.

K. Departmental or Professional Organizations:

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

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

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

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

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

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

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

- (a) The benefit which would result to the teacher;
- (b) The benefit which would result to the school system;
- (c) Prior teacher concern with this aspect of teaching;
- (d) Budget allocation for this purpose.

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

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

L. Noon-Hour Supervision:

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

M. Holidays and Vacations:

1. The number of days that teachers meet pupils in a school year are limited, and therefore, every effort should be made to preserve them. A teaching contract assumes full service except for necessary absences 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, shall not be permitted.

N. Leaves of Absence:

At the discretion of the Board, it shall be the policy to grant leaves of absence for the following reasons: Maternity, Adoptive, Exchange, Writing, Travel, Study, Health, and Sabbatical.

1. Maternity

A teacher shall be granted a maternity leave without pay for a period not to exceed four (4) semesters upon request. An employee requesting such leave shall file her request in writing as soon as possible but no later than the third month of pregnancy and shall indicate the length of the requested leave.

The approved leave shall become effective on the date requested by the teacher as long as she can perform all the duties of her position and has on file in the personnel office a monthly letter from her doctor indicating that she is capable of performing her job without injury to herself or her unborn infant(s) and will sign a waiver of liability so that neither the Association or the Board can be held liable for injury or disability to the infant(s) caused by her working beyond the third month of pregnancy, should these conditions not be met then she will be immediately placed on maternity leave.

Notice of intention to return from leave must be sent in writing to the personnel office ninety (90) days prior to the semester of return if the return is to be in the fall and sixty (60) days prior to the semester of return if the return is to be second semester. Failure to provide such notice shall be the equivalent of a resignation. The Board must notify the teacher on leave in writing of the approaching deadline at least thirty (30) days prior to the leave deadline. Her request to return must be accompanied by a physician's statement certifying her physical and emotional fitness to return to teaching.

She will be placed in an available position in which she is qualified to teach, if her former position is unavailable.

Upon return all benefits possessed at the time of the leave will be restored (tenure status, seniority or its equivalent, accumulated sick leave, points, etc.) and she shall return to the point on the salary schedule at which she left.

Pregnancy shall not be considered as sick leave within the interpretation of sick leave policy. However, for employee's not on maternity leave temporary disabilities caused by the pregnancy, miscarriage, childbirth and recovery therefrom will be treated as sick leave.

2. Adoptive

A teacher may be granted an adoptive leave without pay for a period not to exceed four (4) semesters if requested within thirty (30) days after the child is assigned.

While on leave, the teacher shall maintain full continuing tenure status, seniority, or its equivalent, and shall return to the point on the salary schedule at which she left.

Notice of intention to return from leave must be sent in writing to the personnel office ninety (90) days prior to the semester of return if the return is to be in the fall and sixty (60) days prior to the semester of return if the return is to be the second semester. Failure to provide such notice shall be the equivalent of a resignation. The Board must notify the teacher on leave in writing of the approaching deadline at least thirty (30) days prior to the leave deadline.

The teacher will be placed in an available position in which he is qualified to teach, if his former position is unavailable.

3. 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.

While on leave, the teacher shall maintain full continuing tenure status, seniority, or its equivalent; and shall be granted increment credit on the salary schedule as if he had been in school district employment during the period of the leave.

Notice of intention to return from leave must be sent in writing to the personnel office by May 1 of the leave year, and failure to provide such notice shall be the equivalent of a resignation. The Board must notify the teacher on leave in writing of the approaching deadline at least thirty (30) days prior to the leave deadline.

The teacher will be placed in his former position, or an available position in which he is qualified to teach.

4. 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.

While on leave, the teacher shall maintain full continuing tenure status, seniority, or its equivalent; and shall be granted increment credit on the salary schedule as if he had been in school district employment during the period of the leave.

Notice of intention to return from leave must be sent in writing to the personnel office by May 1 of the leave year, and failure to provide such notice shall be the equivalent of a resignation. The Board must notify the teacher on leave in writing of the approaching deadline at least thirty (30) days prior to the leave deadline.

The teacher will be placed in an available position in which he is qualified to teach, if his former position is unavailable.

5. Health

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of 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.

Notice of intention to return from leave must be sent in writing to the personnel office prior to the end of the leave year or the extension and failure to provide such notice shall be the equivalent of a resignation. The Board must notify the teacher on leave in writing of the approaching deadline at least (30) days prior to the leave deadline. The request to return must be accompanied by a physician's statement certifying the teacher's physical and emotional fitness to return to teaching.

A teacher returning from leave will be placed in an available position in which he is qualified to teach, if his former position is unavailable.

6. Sabbatical

A leave of one or two semesters at one-half ($\frac{1}{2}$) 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 shall 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 to make a definite contribution to the educational process; or how he hopes the leave will improve himself and his teaching. This must be filed with the building principal as soon as possible in the school year, and not later than March 1 in the year preceding the leave.

All applications shall be reviewed for recommendation to the Superintendent by a committee consisting of six (6) members, three (3) appointed by the Superintendent and three (3) by the Association. The committee shall 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 seven (7) years employment.

Teachers on sabbatical shall retain tenure, sick leave benefits and salary schedule status, and shall be assured his original position or a vacant position within the area of his interests, abilities, and training when he returns. He shall be given the same hospital, medical, surgical (and other

teacher benefits) he would be provided if he were teaching regularly. He shall be granted increment credit on the salary schedule as if he 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 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 shall 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 shall repay to the Board the stipend paid during the sabbatical leave.

O. Absence:

1. Emergency Illness Absence

Teachers required to be absent because of an emergency illness of a member of the immediate family may draw their regular salary, not to exceed five (5) days in any one year. The emergency illness absence days shall be deducted from sick leave days.

The term "immediate family" in this section shall 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 noncommercial basis".

2. Personal Sickness Absence

Upon employment a teacher shall receive a bank of thirty (30) sick leave days to be used in case of personal illness during the first two (2) years in the Alpena Public Schools. Commencing with the third (3) year, additional personal sick leave days will be granted at a rate of fifteen (15) days per year at the beginning of each school year. Unused sick leave days are cumulative, but shall never exceed one hundred eighty-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 pay check(s).

(a) Pregnancy shall not be considered as sick leave within the interpretation of sick leave policy. However, for teachers not on maternity leave, temporary disabilities caused by the pregnancy, miscarriage, childbirth or recovery therefrom will be treated as sick leave.

(b) Teachers shall not receive severance pay for unused sick days either upon retirement or upon termination of the contract, as this policy is a protective benefit granted only to the employees, per se, of the Alpena Public School System.

(c) A record of accumulated sick leave days shall be compiled by the business office and forwarded to all teachers at the beginning of each school year.

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. These days are independent of sick leave days and are non-cumulative.

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

4. Personal Day Absence

Personal absence is provided for activities that require teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. Personal absence is not to be interpreted as being for vacation or recreational activities. If a teacher finds need to take leave of his duties for personal reasons, he shall be granted a leave of two (2) days with pay per year. These days are to be taken in increments of full or one-half ($\frac{1}{2}$) days only. Additional days may be taken at the teacher's own expense on the approval of the Superintendent. A teacher planning to use a personal absence day shall request by noon of the preceding day (except in cases of provable emergency) and will receive permission from his principal as long as his absence can be covered by a substitute or other arrangement. Personnel shall not be granted a personal absence day for a day immediately before or after a holiday, vacation period, or during the first or last week of a semester except in provable emergencies.

5. Visitation Day Absence

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

Should a teacher be requested by the Superintendent to make a visitation, regular pay plus travel expenses will be granted in accordance with the travel expense policy.

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 shall not be considered absent without leave; providing that the circumstances are immediately made explicit to and approved by the Director of Personnel or if he is not available by their building principal.

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

Teachers will not be expected to report on the 6th, 7th, 8th or 9th day of closing and such days, if two (2) or more in number, will be made up by eliminating spring vacation days starting with the first week day of that vacation period.

7. Jury Duty Absence

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

8. Emergency Absence from Class

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

9. Subpoena Leave Absence

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

10. Physical Examination for the Draft Absence

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

P. Retirement Policy:

1. A staff member shall formally retire from active service in the Alpena Public Schools at the conclusion of the fiscal year in which he or she reaches the age of sixty-five (65).

Q. Additional Teacher Benefits:

1. Tax-Sheltered Annuity

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

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

2. Hospital-Medical Insurance

The insurance carriers approved by the Board shall be Michigan Hospital Service-Michigan Medical Service (Blue Cross-Blue Shield) and the Michigan Education Special Service Association (MESSA). The teacher may select either Blue Cross-Blue Shield or MESSA insurance carrier. The Board will pay an amount not to exceed Fifty (50) Dollars and Ninety-Nine (99) Cents toward the full cost of either: Blue Cross comprehensive hospital, semi-private/riders D45, IMB/Blue Shield MVF-1, rider OB, rider DCCR and 65 option exact fill and Master Medical or MEA Super Med. (These funds may not be used in any way other than procurement of this insurance protection.)

3. Life Insurance

The Board will provide the opportunity for teachers to participate in a Seven Thousand Five Hundred (7,500) Dollar group paid-up life insurance plan. The employee will contribute Seven Dollars and Fifty Cents (\$7.50) per month, and the Board will pay the balance of the monthly premium.

R. Other Authorized Payroll Deductions:

Each employee shall be allowed two (2) employee initiated payroll deduction changes per year at no charge. Additional changes will cost the employee Fifty (50) Cents each.

Deduction from pay may be made for any of the following reasons:

1. Contributions to the United Fund, if authorized by the employee.
2. Savings Bonds, if authorized by the employee.
3. The annual association dues of the recognized bargaining unit, if authorized by the employee; these may include local, state, and national.
4. Arrangements for regular credit union savings by payroll deduction may be made at the school business office.
5. Epic Program underwritten by Aetna Casualty or such carriers as mutually agreed.

6. Deductions for unauthorized absences shall be computed on the basis of the number of contracted days for the current year. The salary on which the deduction shall be figured is the teacher's base salary. Additional deductions shall be made for special duties or extra responsibilities which were not fulfilled as a result of the teacher's unauthorized absence. Deductions shall be computed by the same formula as for normal teaching days.

S. Released Time for Association President:

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

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

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

3. If the President is from the elementary level, he shall be released for one-half ($\frac{1}{2}$) day.

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

V. OBLIGATIONS AND RESPONSIBILITIES:

A. Joint Responsibility:

The Association and Board Representatives accept as their first responsibility the provision 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. Board's Right Clause:

Nothing in this Agreement shall be deemed to limit or restrict the Board in any way in the exercise of the function of management, including the right to make such rules not inconsistent with the terms of this Agreement relating to its operation of the school system as it shall deem advisable.

The Board on its own behalf and on the behalf of the electors of the Alpena Public School District, retains and reserves unto itself, without limitation, all rights, powers, authorities, duties and responsibilities conferred upon

and invested in it by the laws and Constitution of the State of Michigan and the United States. The right to select and hire, to promote to a better position, and to maintain discipline and efficiency of employees, and the right to discharge, demote or discipline for cause in accordance with Tenure Law of Michigan, is recognized by both the Association and the Board as the proper responsibility and prerogative of management, to be held and exercised in a fair and just manner.

C. Rights of Teachers:

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

The Board agrees that it will not directly nor 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 membership in the collective professional negotiations with the Board; or his initiation of any grievance complaint.

2. The Board shall 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 shall be entitled to full rights of their citizenship and no religious or political activities of any teacher or the lack thereof shall 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.

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

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

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

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

7. Recognition of Resource Person

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

D. Instructional Advisory Council:

An Instructional Advisory Council will be established consisting of:

1. Teachers
 - (a) Two (2) each from the elementary, junior high, and senior high
2. Students
 - (a) One (1) from each junior high
 - (b) One (1) from the senior high
3. Administrators
 - (a) The school psychologist
 - (b) One (1) administrator each from the elementary, junior high, senior high
 - (c) The director of curriculum
 - (d) The assistant superintendent of instruction
4. Two (2) laymen 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.

VI. MISCELLANEOUS PROVISIONS:

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

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

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

VII. DURATION OF THE AGREEMENT:

The Agreement shall be effective as of September 4, 1973, and shall continue in effect until the 30th day of August, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

ALPENA PUBLIC SCHOOLS
K-12 School Calendar
1973-74

	<u>Dates</u>	<u>Instr. Day</u>	<u>Work Day</u>	
September	4, 1973	0	1	Teacher Orientation
	5-7	3	3	All students classes
	10-14	5	5	
	17-21	5	5	
	24-28	5	5	
October	1-5	5	5	October 4 Inservice K-12 p.m.
	8-12	5	5	
	15-19	5	5	October 17-18 K-6 P-T Conferences
	22-26	5	5	October 19 Summary Day K-6 p.m.
	29-31	3	3	
November	1-2	2	2	
	5-9	5	5	
	12-16	5	5	
	19-21	3	3	
	26-30	5	5	Thanksgiving Vacation November 22-23
December	3-7	5	5	December 4 Inservice K-12 p.m.
	10-14	5	5	
	17-21	5	5	Winter Vacation December 24-January 2
January	3-4	2	2	January 3 Classes resume
	7-11	5	5	
	14-18	5	5	
	21-25	4	5	January 23-24 K-6 P-T Conferences p.m. January 25 Record 1/2 day K-12 a.m. Inservice K-12 p.m.
Total		<hr style="width: 50%; margin-left: auto; margin-right: 0;"/> 92	94	1st Semester

K-12 Calendar Continued-

	<u>Dates</u>	<u>Instr. Day</u>	<u>Work Day</u>	
January	28-31	4	4	
February	1	1	1	
	4-8	5	5	
	11-15	5	5	
	18-22	5	5	
	25-28	4	4	
March	1	1	1	
	4-8	5	5	
	11-15	5	5	
	18-22	5	5	March 19 Inservice K-12 p.m.
	25-29	5	5	
April	1-5	5	5	April 3-4 K-6 P-T Conferences p.m.
				April 5 Summary Day K-6 p.m.
				April 8-12 Spring Vacation
				April 15 Classes Resume
	15-19	5	5	
	22-26	5	5	
	29-30	2	2	
May	1-3	3	3	
	6-10	5	5	
	13-17	5	5	
	20-24	5	5	
	28-31	4	4	May 27 Memorial Day
June	3-7	5	5	June 7 Last Day of Classes
	8	0	1	June 8 Last Day for Teachers
Total		89	90	
Grand Total		181	184	

EDUCATION ASSOCIATION:

BOARD OF EDUCATION:

Dated this 4th day of September 1973

ALPENA PUBLIC SCHOOL DISTRICT
Alpena, Michigan

EVALUATION OF TEACHING STAFF

NAME _____

DATE _____

BUILDING AND ASSIGNMENT _____

EVALUATOR'S NAME _____

DATE OF OBSERVATION _____

I. TEACHING QUALIFICATIONS

A. Variety of teaching techniques:

Positive performance observed:

Areas needing improvement:

B. Organization of subject matter:

Positive performance observed:

Areas needing improvement:

C. Knowledge of subject matter:

Positive performance observed:

Areas needing improvement:

D. Well-planned and organized classroom activities:

Positive performance observed:

D. Well-planned and organized classroom activities cont'd:

Areas needing improvement:

E. Utilization of available materials and equipment:

Positive performance observed:

Areas needing improvement:

F. Sensitivity to each student's need and problems:

Positive performance observed:

Areas needing improvement:

G. Group control:

Positive performance observed:

Areas needing improvement:

H. Fulfills responsibilities in school management:

Positive performance observed:

Areas needing improvement:

I. Enthusiasm for teaching:

Positive performance observed:

Areas needing improvement:

J. Exhibits willingness to go beyond assigned tasks:

Positive performance observed:

Areas needing improvement:

II. PERSONAL QUALIFICATIONS

A. Poise:

Positive performance observed:

Areas needing improvement:

B. Health and vitality:

Positive performance observed:

Areas needing improvement:

C. Sense of humor:

Positive performance observed:

Areas needing improvement:

D. Appropriate grooming:

Positive performance observed:

Areas needing improvement:

E. Use of English:

Positive performance observed:

Areas needing improvement:

F. Self-expression:

Positive performance observed:

Areas needing improvement:

G. Reactions to suggestions for improvement:

Positive performance observed:

Areas needing improvement:

III. PROFESSIONAL RELATIONSHIPS

A. Teacher-pupil relationships:

Positive performance observed:

Areas needing improvement:

B. Teacher-administration relationships:

Positive performance observed:

Areas needing improvement:

C. Teacher-parent relationships:

Positive performance observed:

C. Teacher-parent relationships cont'd:

Areas needing improvement:

D. Teacher-consultant relationships:

Positive performance observed:

Areas needing improvement:

E. Teacher-teacher relationships:

Positive performance observed:

Areas needing improvement:

IV. LEARNING ACHIEVED

A. Actual student learning occurring:

Positive performance observed:

Areas needing improvement:

B. Actual improvement in students' self-concept:

Positive performance observed:

Areas needing improvement:

Evaluator Signature _____ Date _____

Employee Signature _____ Date _____

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

EXPLANATION OF EVALUATION TERMS

I. TEACHING QUALIFICATIONS

- A. Variety of teaching techniques--looks for and uses new approaches to vary classwork.
- B. Organization of subject matter--develops long-range goals and organizes the week and daily lesson plans within this framework.
- C. Knowledge of subject matter--brings adequate, scholarly preparation to the field assignment, and continues to develop his scholarship.
- D. Well-planned and organized classroom activities--plans purposeful activities to meet the needs and abilities of the students.
- E. Utilization of available materials and equipment--employs available equipment and provides for student use of source material.
- F. Sensitivity to each student's needs and problems--provides for individual differences.
- G. Group control--is consistent in policy, firm but friendly, develops effective class morale, provides healthy classroom climate for learning.
- H. Fulfills responsibilities in school management--assumes fair share in total program including activities, keeps to the time schedule, completes records and reports, promptly and accurately, gives effective help in supervision of students out of class.
- I. Enthusiasm for teaching--has ability to inspire student's enthusiasm for learning, indicates pride in chosen profession to his colleagues and to the public.
- J. Exhibits willingness to go beyond assigned tasks--contributes extra time to meet the needs of individual students, takes responsibility for and participates in various types of student and faculty activities.

II. PERSONAL QUALIFICATIONS

- A. Poise--meets situations with calm, self-assurance.
- B. Health and vitality--possesses physical vitality, energy and emotional stability.
- C. Sense of humor--relieves tense situations and maintains interest with careful use of humor.
- D. Appropriate grooming--is neat, well-groomed.
- E. Use of English--communicates in clear, correct and precise language.
- F. Self-expression--has ability to project one's own personality and interest without dominating.
- G. Reaction to suggestions for improvement--has a positive reaction to requests, is usually willing to try, has sound reasons for opposition, brings counter-suggestions.

III. PROFESSIONAL RELATIONSHIPS

- A. Teacher-pupil relationships--makes students feel they are important and wanted in class.
- B. Teacher-administration relationships--accepts school policies, follows them while in effect, has sound reason for any opposition, brings counter-suggestions.

III. PROFESSIONAL RELATIONSHIPS CONT'D

- C. Teacher-parent relationships--willingly consults with parents regarding student's needs and presents a positive image of the educational program.
- D. Teacher-consultant relationships--seeks consultant's ideas, is willing to try them, and adapts those suitable to own classroom situation.
- E. Teacher-teacher relationships--is considerate of other teachers, willing to share ideas, appreciative of good teaching, makes a point of becoming acquainted with new staff, has ability to discuss professional competencies intelligently.

IV. LEARNING ACHIEVED

- A. Actual student learning occurring.
- B. Actual improvement in students' self-concept.