

AGREEMENT

between the

ALPENA BOARD OF EDUCATION

and the

**ALPENA EDUCATION ASSOCIATION
MEA-NEA**

Alpena, Michigan

2011-2012 & 2012-2013

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PREAMBLE

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

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE I

AGREEMENT

A. THIS AGREEMENT, entered into this 1st day of June, 2011 A.D. by and between the Board of Education Alpena Public Schools, Alpena and Presque Isle Counties, Michigan, hereinafter called the "Board" and the Alpena Education Association, hereinafter called the "Association" affiliated with the Michigan Education Association, hereinafter called the "M.E.A." and the National Education Association, hereinafter called the "N.E.A."

This Agreement will be effective as of September 1, 2011, and will continue in effect until August 31, 2013. This Agreement will not be extended orally and it is expressly understood that it will expire on the date indicated.

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

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

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

E. The employer and the association recognize that an emergency manager may be appointed under the local government and school district fiscal accountability act to reject, modify, or terminate this collective bargaining agreement as provided in public act 4 of 2011. This clause is included in this agreement because it is legally required by state law. The parties did not agree to this provision. By signing this agreement, the association does not agree or acknowledge that this provision is binding either on the association or the employer. The association reserves all rights to assert that this clause is unenforceable.

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

G. In the event of a desired change in program and/or personnel that involves a change in the negotiated agreement, the Superintendent or his/ her designee will invite the Association in writing to reopen the necessary section of the contract. This invitation will include the section to be opened, plus the additions and/or changes. If the Association agrees to the proposed changes, they may respond affirmatively in writing and no meeting will be necessary; if rationale and/or discussion are needed, a meeting will be scheduled and the changes discussed. All correspondence concerning contract reopeners will be answered within thirty (30) days. In the event the Association wishes to invite the Superintendent to reopen a section of the contract, the same procedure may be followed. All agreements reached by this process are tentative pending final approval by the Board and the Association. This statement does not in any way imply that either party must agree to the contract being reopened.

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

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

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

K. Teacher participation in school improvement planning focused grade level/department meetings shall be required when scheduled during contract work time.

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

M. Copies of the Agreement titled "The Alpena Board of Education and the Alpena Education Association, MEA-NEA" will be produced at the expense of the Board. It will be made available to Alpena Public Schools employees on the staff link of the APS website. Further, that the Board will furnish thirty (30) copies of the Master Agreement to the Association for its use.

ARTICLE II
RECOGNITION

A. The Board recognizes the Association as the sole and exclusive bargaining representative for all contracted full-time and part-time certificated or licensed elementary and secondary instructors assigned to the regularly scheduled K-12 day¹ including special education teachers, librarians, counselors, social workers, preschool teachers, teachers on leave, all full-time and regular part-time adult/alternative education teachers, homebased² teachers, and student services, excluding directors, coordinators, administrators, secretaries, aides, homebound³ teachers, adjunct school staff⁴, and all other employees.

B. The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this Agreement. The Board representative(s) will meet with the representative(s) of the Association for the purpose of bargaining collectively in respect to wages, hours, and other terms and conditions of employment.

¹ Does not include Summer School, substitutes or coaches who are not otherwise members of the unit as instructors.

² 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.

³ Homebound teachers service student(s) who are absent for an extended period of time for medical reasons and are a part of the regular K-12 program.

⁴ Adjunct school staff is defined as instructors teaching two or less classes in the adult/alternative education program.

ARTICLE III

BOARD'S RIGHTS

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

1. The executive management and administrative control of the school system and its properties and facilities.
2. The management, assignment, and direction of the working forces, including the right to hire and promote or to transfer, maintain discipline and efficiency of employees, suspend, discharge, and demote all employees for good cause.
3. The adoption of rules and regulations.
4. The determination of professional qualifications of employees.
5. The determination of the number and location of facilities.
6. The determination of financial and educational policies.
7. The maintenance of complete control over the management organization, its functions, authority and table of organization.

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

ARTICLE IV

ASSOCIATION'S RIGHTS

- A. The Board will make available to the Association upon its request and within statutory limits, 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 that may be necessary for the Association to process any grievance.
- B. The teachers will be entitled to full rights of their citizenship and no religious or political activities of any teacher or the lack thereof will be grounds for discipline or discrimination with respect to the professional employment of such teacher. The religious or political activities must be conducted on the teacher's own time or on such school time as may be agreed upon between the Superintendent and the teacher.
- C. In any negotiations provided for by this Agreement, neither party will have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the Board and by a majority of the membership of the Association, but the parties mutually pledged that representatives selected by each will be clothed with all necessary power and authority to make proposals and consider proposals in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. The Association agrees to comply with Act 379 of the Michigan Public Acts of 1965.
- E. The Association will not engage in strike action of any type during the life of this contract.
- F. The Association and its members may use and/or have access to employer facilities and equipment according to Board policy.

ARTICLE V

TEACHERS' RIGHTS

- A. Pursuant to Act 379 of the Michigan Public Acts of 1965, it is hereby agreed that teachers employed by the Board will have the right to organize, join, and support an association for the purpose of engaging in collective bargaining or negotiations.
- B. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by said Act 379 or other laws of the State of Michigan or the Constitution of the State of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any other terms of employment because of his/her membership in the collective professional negotiations with the Board; or his/her initiation of any grievance complaint.
- C. Non-Discrimination: The provisions of this Agreement will be applied without regard to race, creed, religion, color, national origin, age, sex, physical characteristics or marital status.
- D. Nothing contained herein will be construed to deny or to restrict rights of a teacher under the Michigan General School Laws or applicable civil service laws and regulations.
- E. Recognition of Resource Person: The Board will recognize a designated member of the A.E.A. to act as a resource person to the Board on questions that arise concerning agenda items.

ARTICLE VI

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

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

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

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

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

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

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

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

1. United Way
2. Savings Bonds
3. Credit Union
4. Insurance options provided in this agreement
5. Deferred income plans (403b/457 plans) allowed by I.R.S.
6. MPERS retirement purchases
7. 403b products through MEA Financial Services

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

Substantial changes to the Alpena Public Schools 403(B) retirement plan document made at the discretion of the Board and impacting eligibility, contributions, distributions, vendor changes or authorized investments shall be mutually agreed upon by the Association and the Board.

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

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

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

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

ARTICLE VII

GRIEVANCE PROCEDURE

A. Definitions:

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

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

3. 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 affect a solution prior to the end of the school year or as soon thereafter as practical.

B. Purpose:

The primary purpose of this procedure is to secure, as near to the initial step as possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings will be kept as confidential as may be appropriate at each level of the procedure. Nothing herein contained will be construed as limiting the right of any teacher with a grievance to discuss the matter informally with the appropriate member of the administration provided that it is done in compliance with Article VII, Paragraph C.1.a.

C. Structure:

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

1. Step One/Informal

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

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

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

2. Step Two/Written

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

b. A grievance may be lodged and thereafter discussed with the principal or supervisor,

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

c. 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. (Appendix F)

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

3. Step Three/Superintendent of Schools

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

4. Step Four/Binding Arbitration

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

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

c. 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.

D. Miscellaneous:

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

ARTICLE VIII

CONDITIONS OF EMPLOYMENT

A. Health Examinations:

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

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

B. The Board of Education will pay for all costs associated with fingerprinting.

C. Pupil to Teacher Ratio:

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

2. The pupil to teacher ratio in a building shall be defined as the total number of students assigned to regular education classes within the building divided by the number of regular education classroom teachers in that building. As a guide, the pupil to teacher ratio will be in accord with the following figures:

Elementary	27: 1
Secondary	28: 1

3. Elementary Class Size:

a. Elementary class size shall follow the following guidelines:

Preschool – State and/or Federal Preschool Regulations	
Kindergarten	26
Grades 1 – 3	28
Grades 4 – 5	29

b. Should individual class size at the elementary level exceed the number above, the teacher involved shall receive one hour of instructional assistant time per extra pupil until such time as that teacher has a full-time instructional assistant. The teachers and administrator will continuously collaborate to create a workable schedule for instructional assistant use. No elementary class size shall exceed the recommended ratio by more than six (6) students unless it is reasonably necessary or an emergency.

4. Split Classes: Shall be defined as classes with more than one grade level (elementary) or subject (secondary) within a classroom. Each elementary split classroom will receive two hours of instructional assistant time. In addition, one hour of instructional assistant time will be assigned for each pupil over the recommended class size for the lower grade level of the split until such time as a full-time instructional assistant is assigned to that class. Secondary teachers may volunteer to accept a split class assignment.

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

D. Teacher Work Schedule:

1. The regular work schedule will be in accordance with the annual calendar that is included in the Master Contract. The length of the work day and the length of the work year will be scheduled in a manner that will allow the District to ensure that the minimum number of hours of pupil instruction in a school year is as required by law.

2. 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 professional meetings will be contained within the forty (40) hour week. Teachers shall participate in IEPC meetings that may be held outside the teachers' workday consistent with past practice. Teachers shall also participate in one (1) evening building activity involving parents in addition to parent-teacher conferences and one (1) monthly staff meeting. Teachers with split building assignments will be assigned a home-base school. Said teachers will participate in the home-base school's staff meetings and evening activities. Said teachers will attend the open house for each building assigned provided that they are not held at the same time. Time spent at the open house(s) of the lesser assignment(s) will be paid at the hourly rate of pay (.00093 x base salary).

3. Teachers shall also participate on an equitable basis in preparing building bulletin boards consistent with past practice.

4. Teacher's schedule

a. All teachers shall be on duty and responsible for student supervision fifteen (15) minutes prior to the beginning of student instructional time and may leave fifteen (15) minutes after the end of student instructional time each day.

b. Secondary teachers who travel between schools will be assigned a "home" school based on the number of sections taught in each school for the school year.

5. All special area teachers, counselors, librarians, and other specialists are to observe the work schedule prepared in collaboration with the administration.

6. Elementary teachers will be provided with a minimum of two hundred and fifty minutes (250) per week for preparation and planning time during the school day. Planning time will be provided during those times when special area instruction (i.e. music physical education, health and art) is given to students and during duty-free recess. Building administrators and teachers shall work together in developing a schedule for preparation and planning time with the intent of scheduling this time in blocks of fifteen (15) minutes or more. Every effort will be made to provide a daily 35 minute "special" in addition to a fifteen minute (15) duty-free recess. Travel/transition time shall not be included in a teacher's planning time or duty-free lunch time. A teacher's allotted travel time from building to building will equal the number of miles plus 10 minutes.

7. Elementary Special Area Teachers

a. Elementary music, physical education, health, and art teachers shall be provided with a minimum of two hundred fifty (250) minutes per week of preparation and planning time during the school day. Five minutes will be scheduled between classes for the purpose of transition, clean-up and set-up. Any deviation in transition time will be mutually agreed upon by the building staff and administration.

b. Except with the consent of the special area teacher, the students from only one section/grade level will be regularly assigned for class.

8. Secondary teachers will be provided one class period per day for preparation, planning and conference time.

9. Adult/alternative education teachers shall be provided with two hundred fifty (250) minutes per week planning time. The daily schedule for adult/alternative education teachers will be determined by the building school improvement team.

10. Preschool: Article VIII, Sections C. 1. and h, and Appendix B, may not apply to preschool teachers. Preschool teachers will have their own work schedule, calendar, and conference and home visitation schedules developed annually by the administration with input from the preschool teachers.

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

12. Teacher Lunch Period:

All teachers will be entitled to a thirty (30) minute duty-free lunch period, except in emergency situations. Elementary and preschool teachers are expected to be on duty five (5) minutes prior to the return of students.

13. Elementary Recess Supervision:

The Board and teachers recognize the concept and value of elementary preparation time during the regular school day. Building administrators and teachers are to work closely in developing the use of planning/preparation time. When realistically possible, certified supervision of students in attendance during the day is desirable. K-5 teachers will be guaranteed duty-free recess. This provision does not obviate individual teachers' rights to supervise their own students during recess on a voluntary basis or the necessity of individual teacher supervision during emergencies.

14. For all teachers, electronic grade reports are due by 4:00 p.m. of the last teacher work day. Elementary teachers may send report cards home with students on the last student day.

E. Professional Development

1. Teachers may elect to utilize in-service time for qualified planning activities according to Michigan Department of Education Guidelines. Teachers shall notify their administrator via email of their topic and location at least ten (10) days in advance of the in-service day. The Administration will notify teachers of the in-service programming fifteen (15) days prior to the

in-service day. This may be done on any scheduled in-service day with the exception of state and district mandated sessions.

2. All teachers are required to log and submit an annual list of professional development activities in which they have participated to the Human Resources Office by June 8 or the last teacher work day, whichever comes first, for reporting to the Department of Education. Failure to maintain and submit this report may result in disciplinary actions.

F. Placement of Student Teachers:

1. Acceptance of a student teacher is voluntary on the part of the tenured supervising teacher and the student teacher must be pre-approved by Human Resources and the administrator of the school.

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

3. Supervising teachers will have tenure, except that experienced non-tenure teachers new to the system may have a student teacher upon approval of the building administrator.

G. Notification of Address Change:

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

H. Personnel Files:

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

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

I. Parent-Teacher Conferences:

1. There will be a fall parent-teacher conference according to the following schedule:

Day 1 - All buildings will have students in the morning and the afternoon will be for planning for evening parent/teacher conferences. The three hour evening conferences will have staggered start times to be announced.

Day 2 - Students will not attend this day. Morning 3 hour parent/teacher conferences will have staggered start times to be announced. (Afternoon - teachers off)

2. Spring informal conferences may be held during conference and planning time in the designated month. A formal three (3) hour evening conference time will be a "schedule as needed" format per calendar designation.

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

4. The teacher and building principal will mutually schedule conferences of concern so that both will be present. Building administrators will be on duty during scheduled conferences or will announce to staff the designated "stand in" during their absence.

J. IDEA and Section 504 Students

1. Application of this article shall apply to students eligible for services under the Individuals with Disabilities Education Act (IDEA) and disabled students under Section 504 of the Rehabilitation Act.

2. Inclusion is defined as the placement of an identified special education student into a regular educational program for any part of the regular school day in order to provide the least restrictive environment that meets the student's educational needs.

3. When a teacher is assigned an IDEA or Section 504 student as set forth above, the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions nor render routine scheduled care or maintenance of bodily functions (e.g., tracheotomy, custodial care, diabetic testing, etc.) related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures that may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the teacher's responsibility to implement the student's Individualized Educational Plan or Section 504 Plan and for attending to the educational needs of the student while in the teacher's class.

4. If any teacher has a reasonable basis to believe that a student's current Individual Education Plan (IEP) or Section 504 Plan is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion in writing.

5. On a case-by-case basis, the district will seek the teacher's input as to training and to determine what training, if any, will be necessary for the general education teacher who has an included IDEA or Section 504 student as set forth in Section 2 assigned to his/her classroom.

6. In assigning a student as defined in Section 2 to a general education classroom when more than one classroom placement is available within the building to facilitate the implementation of the student's IEP, the Board agrees to consider the severity of the student's condition, the number of other included IDEA or Section 504 students assigned to the class and the overall class sizes within the applicable classrooms.

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

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

K. Special Education

1. Special education teachers will be provided with the equivalent of two (2) days per trimester (maximum of 6 per year) of release time for the purpose of reporting Medicaid billable activities, IEPC planning, coordination, parent meeting, and management of caseloads. These days are to be taken in full or half-day increments and are to be coordinated with the office of student support services.

2. Special education teachers are required to complete Medicaid billing reports on each release day for each eligible student on their caseload, so that the district receives the full reimbursement that it is entitled. Failure to do so will result in disciplinary action and/or revocation of future release time.

3. Should the amount of funds the district receives from Medicaid be eliminated or reduced below a level that offsets the substitute costs of the release time, the number of days of release time will be adjusted accordingly.

ARTICLE IX

ASSIGNMENTS, VACANCIES AND TRANSFERS

A. Assignments:

1. Assignments will be made with the primary concern for the needs of the students within the framework of the qualifications, certification, experience, background, ability, and seniority of the teacher.

2. Returning teachers will be given written notice of their tentative assignment for the coming school year, including the grade level for K-5, no later than May 1. In the event that changes in such assignments are necessary, such changes will not take place without notification to the teachers. The teachers will have three (3) days from date of notification to discuss said changes with the appropriate administrator.

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

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

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

6. Representative(s) of the Board will meet with the Association prior to April 25, to mutually determine anticipated staff needs for the following school year. If staff reductions or lay-offs are anticipated for the second or third trimester, representative(s) of the Board will meet with the Association two weeks prior to the start of the ensuing trimester.

7. Department Head:

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

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

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

8. Curriculum Release Time

Teachers assigned to work on curriculum will either be paid their hourly rate to complete the work after the work day or, in lieu of pay, will be granted by mutual agreement release time to complete the work during the work day.

B. Vacancies:

1. Definition:

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

2. Notification:

a. Notification of teaching vacancies will be made by the Administration to the Association office and all members via email by May 15. This notification will coincide with any other publication of vacancies (posting) and will include a general description of the vacancy and the requirements for the position.

b. Notification of vacancies that occur between the time school is dismissed for the summer and July 1 will be included in pay envelopes, or mailed to the individual teachers, and emailed to all association members.

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

3. Qualifications:

a. Definition of Qualified (Grades 6-8)

(1) Non-Core Subjects Areas: Appropriate certification and a major or minor in the subject area or experience in the subject area at the 6-8 level on regular basis within last five (5) years, and the ability to meet the definition of "highly qualified" in the specific discipline under no child left behind (NCLB) or subsequent legislation.

(2) Core Subject Areas: Certification in the subject area and the ability to meet the definition of "highly qualified" in the subject area under NCLB or subsequent legislation.

b. Definition of Qualified Elementary Special Areas

(1) Art and Music: Certification in the specific discipline and the ability to meet the definition of "highly qualified" in the specific discipline under NCLB or subsequent legislation

(2) Physical Education: Certification or a major/minor or teaching experience in physical education at the K-5 level on a regular basis within the last five (5) years.

(3) Health: Certification, or a major/minor, or Michigan Model Training in Health Education and the ability to meet the definition of "highly qualified" by the date set by the Michigan Department of Education.

c. Applicants for Title I positions shall have qualifications as determined by the Board.

d. Definition of Qualified Adult/Alternative

In adult/alternative education, either an elementary or secondary certificate will be considered appropriate. However, to access a position in the adult/alternative program, a teacher must have the appropriate major or minor and the ability to meet the definition of "highly qualified" in the subject area under NCLB or subsequent legislation to teach the course(s) being filled.

e. Pre-School Qualifications

Teachers must have a ZA endorsement or be on a planned program that must be completed within three (3) years of assignment to a pre-school classroom.

f. Aces Work Experience

Activities which allow students credit toward a high school diploma and qualify the student for pupil membership, including monitoring student work experience, developing a written student training agreement, developing a student training plan and visiting student worksites, will be considered part of the member's regular/overload schedule.

4. Application and Assignment:

a. In order to fill vacancies existing after tentative assignments have been made, a bid meeting shall be held no less than 10 work days and no more than 20 work days after the notification to fill vacancies. Teachers wishing to bid on vacancies must be present at the bid meeting or have an authorized proxy (in writing) to bid and accept/reject in their absence.

b. Vacancies that occur after the bid meeting but prior to school dismissal for the summer shall be posted via email to all Association members. Staff members, including unassigned teachers who have the proper certification and qualifications, may apply in writing to the Human Resources Office within ten (10) days after the posting date.

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

d. Vacancies that occur on or after July 1, may be filled without posting. Should these positions exist for the following year, they will be declared vacant and posted. The Administration will notify the Association President in writing of such vacancies and who is assigned within ten (10) days of the assignment.

e. The parties recognize that when vacancies occur during the school year it may be difficult to fill them from within the District without undue interruption to the existing instructional program. If the Board so determines, such vacancies may be filled on a temporary or tentative basis until the end of the current trimester or school year, at which time the position will be considered vacant and posted. The administration will notify the Association President in writing of such action and who is assigned within ten (10) days of assignment.

5. Administrative Vacancies:

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

6. Preschool:

a. Preschool teachers shall receive postings and be eligible to bid on vacancies consistent with regular education teachers. However, it is recognized that the district employs individuals specifically for preschool teaching assignments. In determining whether to approve a request for assignment of a preschool teacher to a regular education position, consideration will be given to certification, qualifications, seniority and placement by involuntary transfer.

b. When bidding, preschool teachers will be considered regular education teachers with seniority rights consistent with the regular education teachers they are bidding against.

c. When a teacher leaves pre-school and goes to a full time regular education position, their salary will reflect the years of accrued seniority and education.

C. Transfers:

1. Voluntary Transfers:

An assigned staff member who successfully applies for a vacant position will be considered a voluntary transfer.

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

2. Involuntary Transfers:

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

3. School or Subject Area Transfers:

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

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

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

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

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

4. School Closing Transfer:

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

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

5. Administrative Transfer:

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

ARTICLE X

REDUCTION, LAYOFF AND SENIORITY

A. Reduction/Layoff:

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

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

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

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

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

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

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

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

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

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

5. When a pre-school teacher moves to a general education or special education position their placement on the salary schedule will reflect their seniority and degree.

B. Recall:

1. Recall is the assignment of a laid-off teacher to a position for which he/she is qualified and certified. The recall period will be defined as that length during which the Board is obligated to notify and recall any teacher who has been laid off due to a necessary reduction in personnel. Teachers may be reassigned within their area(s) of qualification(s) and certification for the purpose of bringing those most senior back from lay-off.

2. The laid-off teacher will be assigned, according to seniority, to the first vacancy for which he/she is qualified and certified, that has not been filled by a teacher with more seniority. Notification of recall will be sent to the laid-off teacher by certified mail to the last known address on file with the district. The laid-off teacher is responsible for notifying the district of any change of address. Failure to accept recall or respond to a recall notice within five (5) work days of receipt will result in termination of employment and seniority rights.

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

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

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

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

C. Seniority:

The "Seniority List" as developed jointly by the A.E.A. and the Board shall be prepared within thirty (30) days after teachers report to work. One copy of this list will be transmitted to the Association President. Objections to such seniority list shall be made in writing by the Association within thirty (30) days of the date the list is transmitted to the Association President.

Henceforth the following will apply:

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

2. Teachers will be placed on the seniority list in accordance with the following procedures:

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

b. 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.

c. 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.

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

e. Effective September 1, 2009, teachers who leave the teaching field to become administrators will retain only those seniority rights possessed at the time of leaving the unit. (The intent is not to accrue seniority while being an administrator.)

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

ARTICLE XI
EVALUATION OF PERSONNEL

The parties agree that they are in the third of a 3 year process that establishes Charlotte Danielson's Professional Framework as a major component of the evaluation process. The committee of administrators and teachers continue to meet to develop the final criteria for measuring student growth, merit pay and incorporating the changes in evaluation that meet the requirements of the legislated state laws and Michigan Department of Education rules.

For the 2011-2012 and 2012-2013 school years, all teachers will be evaluated using the Danielson Framework. Student growth and merit pay will be a component of the final evaluation when the Michigan Department of Education supplies the guidance for this mandate.

A. Evaluation of Personnel:

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

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

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

B. Definition of Terms:

1. Evaluation—a formal written record, signed by the immediate supervisor and teacher that is placed in the teacher's personnel file. The evaluation consists of the framework and end of the year summary.
2. Observation—a class visitation of no less than thirty (30) consecutive minutes for the purpose of gathering information.
3. Walkthrough – class visitation that is less than fifteen (15) minutes for the purpose of observing what is happening in the building and classrooms.

C. Evaluation Procedures:

1. The evaluation instrument is intended to direct and remind the teacher and the evaluator of the many different teaching skills that are important. It provides a basis for discussions concerning present strengths and weaknesses and a place for suggestions by both parties of areas needing improvement. The evaluation form is the formal report by the evaluator and will be filed in the Central Office personnel file.
2. The building principal is the primary evaluator of employees placed in a specific building. In instances where employees are assigned to two or more buildings, the employee's

immediate supervisor will be designated as the primary evaluator. In situations where an assistant principal is assigned, he/she may be designated as the evaluator. In all cases, the employee should know who is designated as the evaluator.

3. All professional personnel will receive written notification of their evaluator no later than September 30th, whenever possible. No teacher shall be observed on the day before Thanksgiving, Christmas, spring break, and Easter if separate.

4. A pre-conference between all professional employees and the evaluating administrator will be held by at least October 30. This meeting will serve as a vehicle for discussion of the mechanics and procedures to be utilized in the evaluation process.

5. The evaluation framework shall be used as a preliminary self-appraisal form by all teachers and as a preliminary appraisal form by the administrator. This will be done every year. Once each party has documented their appraisal, a meeting will be held to discuss the commonalities and differences within the document. In collaboration the teacher will designate a goal that they will be using as their focus for the year. The administrator will assist by offering guidance and resources to achieve the goal.

6. For tenured teachers in the first and second year of the three (3) year cycle administrators will do walk-throughs for informal observations (less than 15 minutes). Unless there is a need for an IDP to be written, both parties will meet again and discuss the progress made on the identified goal no later than April 30. (This is not to say that other meetings or contacts should not occur.) The evidence for that goal will then be noted in the evaluator comments on the end of year summary.

7. The third-year evaluation process for tenured teachers will consist of at least two (2) scheduled observations using the framework. The walk-throughs, observations, meetings with administration, and the framework will result in a formal evaluation document including evidence for at least two components in every domain.

8. Probationary teachers will be formally observed at least twice during the school year using the framework. The walk-throughs, observations, meetings with administration and the framework will result in a formal evaluation document including evidence within all five domains of the rubric. This annual year-end performance evaluation shall be based on, but is not limited to, at least two classroom observations with at least sixty (60) days between the first observation and the last observation, unless a shorter interval between the two classroom observations is mutually agreed upon by the teacher, an Association representative and the administrator, and shall include at least an assessment of the teacher's progress in meeting the goals of his or her Individualized Development Plan. This provision does not preclude additional observations.

9. For the first three years of his or her employment in classroom teaching, a teacher shall be assigned by the school in which he or she teaches to one or more master teachers (a tenured teacher who has completed mentor teacher training), 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 that 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 to fulfill the professional development requirement. Written requests for reimbursement of related expenses may be approved at the discretion of the administration.

10. Non-classroom teaching personnel, such as counselors, will also be evaluated using the framework with necessary adaptations to facilitate their position and to facilitate communication. The process will follow the same as indicated in item number 5.

11. The administrator will meet in a post-observation conference with the teacher within ten (10) working days of each observation. Within ten (10) working days after the final observation, the administrator will prepare the end-of-year summary and framework evaluation and submit it to the teacher. Within ten (10) working days of this submission, the administrator will meet in a post-evaluation conference with the teacher for the purpose of discussing and clarifying the summary and framework and the recommendations.

12. Formal and informal assessments of academic progress will be used as factors in the effectiveness of teacher's service.

13. The framework and mutually developed end-of-year summary is attached as Appendix D. These forms will be reviewed annually by the Association's Professional Committee and the Board's administrative representatives. These forms will be reviewed with each new probationary teacher within thirty (30) workdays of initial employment.

14. If an administrator believes a teacher is doing unacceptable work, the reasons will be discussed in specific terms during the post-observation and/or post-evaluation conference(s), as will identification of the specific ways in which the teacher is to improve and of assistance to be given. Within twenty (20) days of the post-evaluation conference, the administrator and teacher will mutually develop an individualized development plan (IDP) to assist the teacher in improving areas of deficiency. Provisions for meetings between administrator and teacher to update progress will be included in the IDP.

15. A teacher who disagrees with an evaluation or recommendation for improvement may submit a written rebuttal that will be attached to the file copy of the evaluation. A tenure teacher being evaluated may, within ten (10) days of receipt of the completed evaluation, request an evaluation by a second administrator. Such requests will be directed to the superintendent who will assign another administrator, from a different building within the District, to conduct an evaluation.

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

ARTICLE XII

TEACHER DISCIPLINE

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

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

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

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

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

1. Observations of the inadequacies by more than one administrator through the evaluation process described elsewhere in the Agreement.
2. Direction that the teacher must improve and the consequences of failure to do so.
3. Opportunities for the teacher to make improvements in no less than sixty (60) work days after the signing of the individualized development plan (IDP).
4. Assistance from administrators and district resources to help the teacher improve as documented in the IDP.
5. Periodic updates (biweekly) between the administrator and the teacher on the teacher's progress toward the IDP goals.

E. If discharge of a probationary 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 a second administrator to be included in the original evaluation.
2. Direction that the teacher must improve and the consequences of failure to do so.

ARTICLE XIII

STUDENT DISCIPLINE AND TEACHER PROTECTION

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

B. A teacher may temporarily remove a student from class when the severity 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 or dangerous per the class/activity suspension guidelines of the Board of Education. Teachers will be notified as information becomes available when students with violent backgrounds are placed in their classroom according to Family Educational Rights and Privacy Act (FERPA) Regulations.

C. Any instance of assault upon a teacher that had its inception in school or school related events will be promptly reported in writing on the Crime and Safety Report and submitted to the principal and the director of instruction. (Appendix H). If the teacher is injured they will also complete and submit form #8442F2 Employee's Accident Report for worker's compensation reporting and treatment purposes. (Appendix I) The Board will render reasonable assistance to the teacher and will not hinder the teacher's right to pursue the incident through law enforcement and judicial authorities. Each of these forms will be accessible through the staff link on the district web site.

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

E. Any complaints directed toward a teacher, that require investigation, will be brought to the teacher's attention prior to becoming a matter of record. The teacher will have the right to attach a written response to a complaint placed in the teacher's file.

ARTICLE XIV

LEAVES OF ABSENCE AND ABSENCES

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

A. Leaves of Absence:

1. 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, the Superintendent, at his/her discretion, may grant leaves not specifically listed herein.

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

a. 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.

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

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

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

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

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

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

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

i. Seniority will accrue for voluntary unpaid leave only if the teacher's dues are paid for that period of time as described in the Association by-laws. The opportunity to accrue seniority for voluntary unpaid leave will be limited to two times during the teacher's tenure with

APS. If dues are not paid seniority will be frozen at the place he/she was at the onset of the voluntary unpaid leave. This will be affected by dropping the teacher to the top of the list of the next lowest year. Should the above occur the Association will make every effort to provide updates to human resources and the business office within a reasonable period of time. All teachers who are on health leave and are receiving disability benefits will be excluded from this section.

j. Family and medical leave will be in accordance with the Family and Medical Leave Act of 1993. Teachers will use their annual allotment of fifteen (15) sick-leave days before a qualifying event will be counted against their FMLA allotment. FMLA leave will be calculated based on a rolling year.

B. Types of Leave:

1. Child Care:

An unpaid leave of absence will be granted to any teacher for the purpose of caring for newborn or newly adopted children.

2. Exchange:

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

3. Writing, Travel, and Study:

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

4. Health:

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

5. Sabbatical:

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

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

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

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

e. A committee of six (6) members, three (3) appointed by the Association and three (3) by the Superintendent, will review all applications for recommendation to the

Superintendent. The committee will consider among other qualifications the following: the written acceptance of the applicant into a graduate program of study, the extent of the applicant's professional study, travel, research, growth, contributions, and successful service during his/her seven (7) years employment.

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

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

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

6. Bereavement Absence:

a. Teachers absent from duty because of the death of a member of the immediate family (as described in paragraph 6c below) may draw a regular salary up to five (5) days per occurrence. Superintendent or designee may grant additional bereavement leave days. These additional days are deducted from sick leave days.

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

c. The term "immediate family" will be defined to include any of the following: spouse, children, step-children, parents, step-parents, brothers, sisters, step-brothers, step-sisters, grandparents or grandchildren, sons-in-law, daughters-in-law of the teacher and/or spouse or individual living with the teacher on a non-commercial basis, or an individual for whom teacher is legal guardian.

7. Personal Business Day Absence:

Personal Business Day absence is provided for activities that require teachers' presence during the school day and are of such a nature that they cannot be attended to at a time when schools are not in session. Personal Business Day absence is not to be interpreted as being for vacation, recreation, money-making activities, or other employment. A teacher who finds need to take leave of his/her duties will be granted a leave of two (2) days with pay per year. These days are to be taken in increments of full or one-half (1/2) days only. Half days shall be defined as the number of minutes in the teacher's regular work day divided by two (2). Unused days may be carried over for use in subsequent years provided that no more than four (4) days may be accumulated and accessed. No more than two days may be used consecutively without permission of the superintendent or his/her designee. Additional days may be taken at the teacher's own expense on the approval of the Superintendent or his/her designee. A teacher planning to use a personal business day absence will submit for a substitute electronically after

he or she checks the availability of substitutes with the human resources office. If, after use of the leave time, the District suspects a misuse of Personal Business Day absence, a teacher may be asked to verify proper use of the leave.

8. Visitation/Professional Leave Day:

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

9. 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, fire, flood, etc.) they will not be considered absent without leave; providing that the circumstances are immediately made explicit to and approved by the Director of Human Resources.

b. Days lost in the event school is closed for reasons that do not allow such days to be counted as days of student instruction shall be rescheduled. The rescheduling of such days shall not entitle employees to additional compensation for such days and employees shall reimburse the district for any unemployment benefits received as a result of such rescheduling. Teachers shall not lose pay for Act of God days not worked that count as days of instruction.

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

10. Jury Duty Absence:

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

11. 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 that 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.

12. Physical Examination for the Draft:

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

13. Emergency Absence from Class:

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

C. Personal Illness and Disability Absence:

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

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

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

c. In the case of suspected abuse of this provision based on reliable information, a medical statement or certification may be required of a teacher at the discretion of the Superintendent or his/her designee.

2. A record of accumulated sick leave days will be compiled and forwarded to all teachers at the beginning of each school year and maintained in an electronic portal for each employee when technology permits.

3. Emergency Family Illness Absence:

a. 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.

D. Substitute Procurement

1. For a pre-arranged absence, the teacher will post his/her absence using the electronic substitute procurement method.

2. For an unexpected absence, the teacher will call the substitute procurement provider (currently Willsub) office or post his/her absence on line no later than 6:30 a.m. for secondary and 7:00 a.m. for elementary in order to guarantee the placement of a substitute in his/her classroom during the absence. In case of an unexpected absence occurring after the regular call-in time, the teacher must call the Substitute Procurement provider or post on-line that they are "leaving early". Teachers will be provided a "how to" sheet on the staff link on the district web site.

3. When using the electronic substitute procurement method, each day of absence must be posted. Absences may be posted in multiple-day increments.

4. Failure of the teacher to fulfill this provision may be cause for disciplinary action including loss of pay.

5. In the event the Board establishes an alternate procedure for reporting an absence and securing a substitute, the alternate procedure will be mutually reviewed by the Board and Association to replace this language.

ARTICLE XV

JOINT RESPONSIBILITY

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 any area of discussion or concern.

B. The District Professional Development Advisory Committee (DiPDAC):

1. A District Professional Development Advisory Committee will be established to plan, implement, and evaluate teacher in-service days.

2. The committee shall consist of the following:

a. The Director of Curriculum and Staff Development

b. Up to six teachers from a variety of disciplines and/or grade levels appointed by the Association

c. Additional administrators and teachers as deemed appropriate by the Director of Curriculum and Staff Development

3. The Director of Curriculum and Staff Development shall serve as chairperson of the committee

4. Every attempt will be made to hold meetings during non-school hours. Release time may be provided as requested by the committee and approved by the superintendent or designee.

5. The committee shall:

a. Conduct an annual survey of all teachers to determine training needs

b. Review program evaluations to evaluate effectiveness of in-service programs.

C. Review Committee:

1. Representatives of the District and the Association may meet informally as needed for the purpose of reviewing the implementation of this Master Agreement and resolving issues that may arise.

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

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

ARTICLE XVI

PROFESSIONAL COMPENSATION

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

B. Salary Payments

1. Salaries will be paid in twenty-six (26), or when necessary twenty-seven (27), equal payments every other Friday or equal payments every other Friday ending with the payday following the last calendar work day of the school year. Teachers electing to choose a twenty-one (21) payment option must do so in writing to the Human Resources Office before August 15 and will not change this option during the contractual year.

2. Direct deposits will be required for all payroll and reimbursements to all employees beginning September 1, 2011. The employees earned amount will be deposited on the regularly scheduled payday. A paper copy of the paycheck "stub" will be provided until the employee's portal is operational.

3. Salary payments will be withheld until the requirements concerning professional staff records and reports have been met. Deadlines on these records and reports occur at the end of each trimester.

C. Non-degree Teacher Salary Schedule:

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

D. Longevity:

When the total of the years of experience granted a teacher on the salary schedule at time of first employment with Alpena Public Schools plus actual teaching years experience in the Alpena Public Schools reaches fourteen (14), a longevity payment will be granted commencing the fourteenth (14th) year and in similar fashion, the following longevity schedule shall apply. Teachers having taught 2 trimesters will be given full credit for the year. Teachers having taught 1 trimester will be given credit for a half-year. Longevity will be included within regular paychecks at the following rates:

Total Years	
14	2.5% of MA 12
16	3% of MA 12
20	3.5% of MA 12
24	4% of MA 12

E. Changes in Salary Category:

1. Changes in salary category occur at the beginning of the school year or at the beginning of each trimester.

a. To be considered for a salary category change effective with the start of each trimester, the employee must:

(1) Provide the Human Resources Office written intent to qualify for a salary category change 30 days prior to the beginning of the trimester.

(2) Complete the work qualifying under Article XVI, E, 4, prior to the start of the next trimester.

(3) Provide the appropriate documentation to the Human Resources Office by the next trimester.

b. The Human Resources Office will make every effort to provide confirmation of salary placement within 30 days of the start of the school year.

c. The Human Resources Office will provide confirmation of salary placement within 30 days of eligible advancement for those staff changing categories.

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

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

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

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

b. With prior approval of the Curriculum and Staff Development Office, undergraduate credit related to the employee's instructional field.

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

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

5. All credits used for placement on the BA+15, BA+30, MA+15, MA+30 salary categories must be earned after completion of that appropriate degree. At least one-half of the semester credits counted toward placement on the appropriate salary schedule must be graduate level credit. If working on two (2) degrees simultaneously, all credits will count toward advancement on the salary schedule.

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

F. Salary Schedule Placement:

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

G. Advanced Training:

1. Teachers who earn graduate credit up to a maximum of six (6) semester hours per year and teachers who earn undergraduate credit up to a maximum of five (5) semester hours per year toward a graduate degree or planned program from an accredited institution will be given expense money amounting to fifty dollars (\$50.00) per semester credit hour for undergraduate credit and two hundred dollars (\$200.00) per semester credit for graduate credit. To qualify for this expense money, the teacher must complete the *Application for Payment of Advanced Training* Form (Appendix G) and provide evidence that the coursework has been completed.

2. Upon completion of the documentation, payment will be made within 30 days.

3. Courses taken while on sabbatical leave; courses under tuition-free programs, sponsored by the Board, Federal or State government; and courses that qualify the teacher for the initial teacher certification requirements are excluded from payment under this provision.

H. Paid Extracurricular Duties:

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

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

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

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

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

6. At the time of putting such temporary rates into effect, the Board will notify the A.E.A. of its action. If the A.E.A. wishes to negotiate for a revision of such rate, it will notify the

Director of Human Resources within fourteen (14) days after the notice was given. If, after a meeting of the parties, no agreement is reached, the A.E.A. may file a grievance within fourteen (14) days after such meeting, the basis of such grievance being only the fairness of the rate to be established.

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

I. If a teacher substitutes during his/her preparation period, acts as subject area coordinator, teaches in an overload situation or instructs driver education students, the teacher will receive in addition to his/her regular pay, prorated hourly pay based upon .00093 of the BA base salary or otherwise previously grandfathered rate.

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

K. Extra Duty/Overload Adult/Alternative:

- | | | |
|----|--|-------------------------------------|
| 1. | Homebased/Homebound
(10 Hour Maximum)* | .00093 X Salary Base/Hr. of Contact |
| 2. | GED Testing
(Off Site Only) | .00093 X Salary Base/Hr. of Contact |
| 3. | Overload (Extra Class/
For Full-Time Teacher) | .00093 X Salary Base/Hr. |
| 4. | Intakes | .00093 X Salary Base/Hr. |
| 5. | Adjunct School Staff
(2 Classes Maximum)* | .00093 X Salary Base/Hr. |
| 6. | Saturday Detention Supervisor | .00093 X Salary Base/Hr. |

*The Professional Committee will meet to review potential exceptions.

7. Percentages of Salary Base Paid for Co-curricular Duties:

11%	Jr. High Athletic/Intramural Director
10%	High School Basketball HV Coach
	High School Cheerleading HV Coach
	High School Football HV Coach
	High School Hockey HV Coach
	High School Band Director
8%	High School Student Council/Leadership Advisor
8% Fall	High School Athletic Trainer
6% Winter	
3% Spring	

7%
High School Baseball HV Coach
High School Pom Pon Coach
High School Soccer HV Coach
High School Softball HV Coach
High School Swim HV Coach
High School Track HV Coach
High School Volleyball HV Coach
High School Wrestling HV Coach
High School Basketball Assistant Coach
High School Football Assistant Coach
High School Hockey Assistant Coach
High School Ticket Manager – Fall
High School Ticket Manager – Winter

5%
High School Competitive Cheerleading Coach
High School Cross Country HV Coach
High School Golf HV Coach
High School Tennis HV Coach
High School Baseball Assistant Coach
High School Cheerleading Assistant Coach
High School Soccer Assistant Coach
High School Softball Assistant Coach
High School Swimming Assistant Coach
High School Track Assistant Coach
High School Volleyball Assistant Coach
High School Wrestling Assistant Coach
High School Anamakee (Yearbook) Advisor
High School Debate Coach
High School Vocal Music Director
Jr. High Instrumental Music Director

4.5%
Jr. High Football Coach
High School Orchestra Director

4%
High School Cross Country Assistant Coach
Jr. High Cheerleading Coach
Jr. High Track Coach
Jr. High Wrestling Coach
Jr. High Cross-Country Coach
Jr. High Basketball Coach**
Jr. High Volleyball Coach***
High School Forensics Coach
Jr. High Student Council Advisor
Jr. High Vocal Music Director
Jr. High Yearbook Advisor
Natural Helpers Advisor

3.5% *High School Choreographer (The same person may not hold
 *High School Play Director both positions for the same play.)
 Technology Advisor to High School Productions
 Jr. High Ticket Manager/Athletic Supervisor (Per Season-Fall, Winter, Spring)

3% High School Tennis Assistant Coach
 High School Golf Assistant Coach
 High School Twirlers Coach
 Jr. High Volleyball Assistant Coach
 Jr. High Wrestling Assistant Coach
 Jr. High Track Assistant Coach
 High School Honor Society Advisor
 Jr. High Honor Society Advisor
 Jr. High Drama Advisor
 Safety Patrol Advisor
 Building Level Technician
 High School Knowledge Bowl Advisor
 High School Science Olympiad Advisor
 Jr. High Science Olympiad Advisor
 Elementary Band Coordinator

1% Coaches Advancement Program (1 and 2)

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

**Incumbent employee grandpersoned at 5%

***Incumbent employee grandpersoned at 4.5%

8. Teachers will advance on the Salary Schedule for Co-Curricular Duties based on years of service in the specific co-curricular area. (ex. Teacher with Master's degree, first year as HS football assistant coach = 7% of MA, step 1, 4th year becomes HS football HV coach = 10% of MA, step 4, 5th year becomes HS soccer assistant coach = 5% of MA, step 1)

9. Any extracurricular position not filled by an association member will be posted, minimally, every two (2) years.

10. Mentoring:	(Percentage of MA, Step 1)
Year One	1.5%
Year Two	.9%
Year Three	.6%

11. With prior approval of the Superintendent or designee, staff members assigned the care and repair of instructional equipment after school hours shall be paid Twenty Dollars (\$20.00) per hour on a time sheet. A staff member assigned to the maintenance and care of the Biology Plant room during the summer shall be paid Three Hundred Dollars (\$300.00) per summer.

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

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

L. Career and Technical Education (CTE):

1. The Career and Technical Education (CTE) Follow-Up Survey will be assigned to a member. Upon satisfactory completion of the survey and presentation to the Board of Education, a monetary stipend of \$1500 or \$25 per student, whichever is greater, will be paid to the member provided this assignment continues to be eligible for funding under the Carl T. Perkins grant.

2. Extra CTE activities

a. Every state recognized CTE program is to have evidence of student leadership. The student organization or leadership activity is an intra-curricular component of each program and meetings and preparations for events are integrated into curriculum and can be completed during class time.

b. Student leadership may be any one or more of the following:

(1) Participation in a state recognized CTSO (membership roster, dues, entrance in regional and state-wide competitions.) (see list from OCTE for "state approved" CTSO's)

(2) Community service

(3) Student led meetings with elected officers

(4) Competitive event(s) with at least another school or another class (ex.

A.M. & P.M. class).

c. If a CTE program becomes associated with a state recognized CTSO and participates fully in CTSO activities, (pays membership dues, participates in regional competition, performs community service, etc..) the district agrees to pay a stipend of seven hundred dollars (\$700.00) to each CTE CTSO advisor. Staff members qualifying for this stipend must submit a letter of intent at the beginning of each school year and submit required documentation needed in the CIP self review report at the conclusion of the school year to generate payment.

d. Staff members who accompany students to regional, state, and national competitive events recognized by the CTSO, held on non-work days, shall be paid an additional stipend of two hundred dollars (\$200.00) per event, up to three events for each CTSO per year. Only one advisor per program will be paid for each competition.

e. Programs that provide leadership activities (other than the state recognized CTSO), such as those listed in b. 2, 3, and 4 above, will not be granted the stipend listed in c, but may, with prior approval of the CTE director, be paid a stipend of two hundred dollars (\$200.00) for a competitive student event on a non-work day.

M. Travel Payment:

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

rate per mile. Mileage for split building assignments will be reimbursed from the first building assignment of the day to the last building assignment of the day. Input from traveling teachers will be considered when developing schedules.

N. Contracted Part-Time Professional Employees:

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

O. Preschool:

1. Preschool teachers shall be placed on the teacher salary schedule according to their degree status up to and including the fourth (4th) step. Preschool teachers shall be paid a prorated portion of their salary placement step according to the percentage of full time equivalency of a K-12 teacher.

2. Preschool teachers shall be granted prorated sick leave days per year based on the full time equated (FTE) percentage of a full-time teacher accumulative to sixty (60) days.

3. When a preschool teacher is assigned to a regular education position, he/she shall be placed on the next appropriate step based on the previous year's position on the salary scale.

P. Counselor summer work

1. Counselors at the secondary level will have work assigned to them during the "summer" months. The days that they are assigned to work will be flexible and they will be paid at their per diem rate for the days they do work. This payment will be made in a timely manner as the days are worked.

2. The counseling staff is agreeable that they will "cover" for a counselor that is unable to work the assigned time because of severe extenuating circumstances. (The determination of the situation will be made at the building level with the administration and the counselors.) This will entitle the counselor with the circumstance to collect their pay as if they worked, and the other counselors will not expect extra compensation for this scenario.

3. The regular counseling staff will do counselor summer responsibilities. Should there be a need for assistance or additional members to help with the "summer" work, administration will consider those members who are certified counselors.

Q. Per Diem Rate:

This rate will be defined as equal to 1/183rd of the individual teacher's base pay rate.

R. Hourly Rate: (I. E. curriculum work)

1. This rate will be defined as 1/6th of the individual teacher's per diem rate.

S. Retirement Terminal Leave Payment:

1. A teacher who selects retirement will be given a terminal leave tax shelter annuity of \$5,000.00 as provided by the APS 403b retirement plan document.

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

3. In order to be eligible to receive the terminal leave benefit, a teacher must notify the Human Resources office by March 1, of the calendar year in which the retirement is to occur and retire at the end of that school year (June 30).

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

ARTICLE XVII

INSURANCE

A. Family Status Changes/Termination of Insurance:

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

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

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

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

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

B. Health Insurance:

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

2. Full time employees will be provided with Blue Cross/Blue Shield Community Blue PPO II health insurance, APS self-funded \$10/\$20 prescription drug plan with college student reimbursement of \$10.00 prescription coverage, dental and vision coverage with the Board providing 80% contribution and the employee providing 20%. Employees qualifying for insurance who are less than full time will be provided with the same insurance coverage on a pro-rated basis. During the life of this contract the board expects to offer a cafeteria plan of insurance to all employees when it is ready for implementation.

Effective August 1, 2010, all office visits shall be \$20 co-pay (including chiropractic). A mental health rider (20% co-pay), and standard chiropractic coverage is also included. Also beginning August 1, 2010, a rider shall be included for routine mammograms as a preventive measure not subject to the deductibles or coinsurance.

3. The Board reserves the right to implement cost saving adjustments with the insurance carrier provided the adjustments will not adversely impact the level of coverage provided.

4. Any cost saving measures implemented by the District, whether in the form of higher level deductibles or some other cost saving measures, will be funded by the District.

12. Confidentiality of claim experience will be maintained as in the past by the District and Blue Cross/Blue Shield.

6. The matter of payment of claims will remain the same as in the past practice of Blue Cross/Blue Shield and consistent with the rules and regulations governing the policy.

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

C. Option in Lieu of Health Insurance:

The Board will provide a stipend of 40% of the single subscriber rate per month when a teacher does not select health insurance coverage. It is understood and agreed that election of this option shall be irrevocable by the employee for the plan year except in the case of a life altering event. A life altering event is defined as a substantive reduction or loss of insurance coverage by the employee's spouse as a result of the spouse's death, loss of employment, or other significant event impacting the spouse's ability to provide insurance coverage for the employee.

Employees must notify the Assistant Superintendent for Operations no later than September 15, if they plan to opt for an "in lieu of insurance stipend".

D. Dental Care:

1. The Board will provide 80% contribution and the employee provides 20% contribution towards the premium for Dental Care at the following benefit levels:

TYPE I – 80%	Preventive and Restorative Services
TYPE II – 60%	Replacement Services
TYPE III – 50%	Orthodontia Services
TYPE I & II - \$1,000	Annual maximum per covered member
TYPE III - \$1,000	Lifetime maximum per covered member

2. The Board has the right to select carrier and/or self-insure. This coverage shall be limited to one plan per household

E. Vision Care:

The Board will provide 80% contribution and the employee provides 20% contribution towards the Vision Care as described in Appendix C. The Board has the right to select carrier and/or self-insure. Vision coverage is limited to one plan per household.

F. Term Life Insurance:

The Board will pay the premium for term life insurance protection for all full-time employees in the amount \$45,000, AD&D.

G. Long Term Disability Insurance:

The Board will provide fully paid premium for Long Term Disability Insurance.

66%

\$3,000 Maximum

180 Calendar Days – Modified Fill

Maternity Coverage - Yes

Pre-Existing Condition Waiver – After five (5) days

Offsets - Yes

Alcoholism/Drug - Yes

Mental/Nervous same as any other illness – Yes two (2) years

COLA - No

H. Preschool:

If preschool has a reduced calendar the Board will provide a prorated percent toward insurance coverage for that year.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. Departmental or Professional Organizations:

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

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

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

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

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

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

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

a. The benefit that would result to the teacher;

b. The benefit that would result to the school system;

c. Prior teacher concern with this aspect of teaching;

d. Budget allocation for this purpose.

5. 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.

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

B. Association Days:

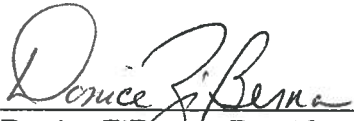
The Association President may request release time for members to attend to Association business. As in the past, the Association will not attempt to abuse this provision and the Association recognizes that requested days may not be approved. Appropriate information will be provided by the Association regarding intended use of requested days. The Association will forward substitute reimbursement from the MEA/NEA if said money is made available by the MEA/NEA.

C. Released Time for Association President:

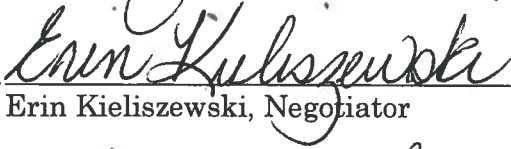
The President of the Association may have released time for the execution of his/her duties. The cost of the released time will be paid to the Board by the Association. The time will be established as follows provided said request is made in writing sixty (60) days prior to the beginning of the school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

1. If the President is from the junior high or the high school, he/she will have two (2) class periods of released time over and above his/her conference and preparation time.
2. If the President is from the elementary level, he/she will be released for one-half (1/2) day.
3. The portion of the day of release will be consecutive hours selected by the President with the approval of the respective building principal.

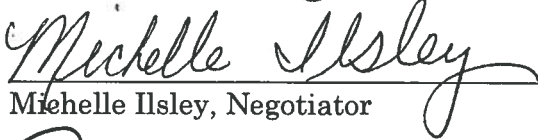
ALPENA EDUCATION ASSOCIATION



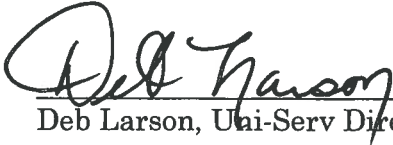
Donice ZiBerna, President



Erin Kieliszewski, Negotiator

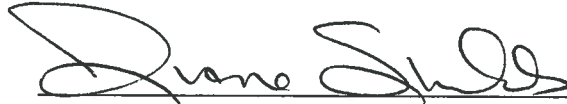


Michelle Ilsley, Negotiator

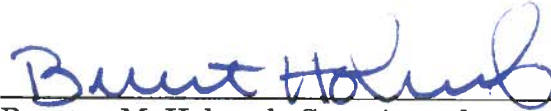


Deb Larson, Uni-Serv Director

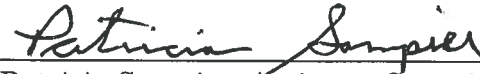
ALPENA PUBLIC SCHOOLS BOARD
OF EDUCATION



Diane Shields, President



Brenton M. Holcomb, Superintendent



Patricia Sampier, Assistant Superintendent

Dated this 20th day of June, 2011

BOARD MEMBERS:

- Michael Barnett
- Susan K. Bowen
- Maureen C. Mead
- Thomas Ritter
- Diane Shields
- Gordon Snow
- Joe Stenz

APPENDIX A-1

APPENDIX A SALARY SCHEDULE 2011-2012

(salary schedule represents 0% increase)

\$600 OFF SCHEDULE PAYMENT WITH STEPS FROZEN UNTIL JANUARY, 2012

2012-2013

(SALARY SCHEDULE REPRESENTS 0% INCREASE

INCLUDING "SACRIFICE" LANGUAGE FOR BOTH YEARS

	BA	BA+15	BA+30	MA	MA+15	MA+30	Ed.S.	Ph.D.
1	36,485	37,579	38,674	40,134	41,228	42,323	43,417	46,336
2	38,127	39,221	40,316	41,958	43,052	44,330	45,424	48,343
3	39,769	40,863	41,958	43,782	44,876	46,336	47,430	50,349
4	41,593	42,687	43,782	45,789	46,883	48,343	49,619	52,538
5	43,417	44,511	45,606	47,795	48,890	50,531	51,809	54,727
6	45,241	46,336	47,795	49,985	51,079	52,720	53,998	56,916
7	47,065	48,160	49,985	52,174	53,268	54,910	56,187	59,105
8	49,255	50,349	52,174	54,362	55,457	57,099	58,558	61,477
9		52,538	54,362	56,551	57,646	59,471	60,930	63,849
10		54,727	56,551	58,740	60,018	61,842	63,301	66,220
11		56,916	58,740	61,112	62,389	64,213	65,673	68,591
12			62,025	64,395	65,673	67,497	68,956	71,876

OL Rate = 33.93

183

APPENDIX B - 1
2011-2012 School Calendar
 First Trimester

Month	Day/s	Instr. Day	Work Day	Notes
August	29	0	0	New Teacher Orientation
	30-31	0	2	In-service - <i>First Day for All Teachers (30th)</i>
September	1 - 2	0	1	September 1 - In-service Days <i>September 2 – Labor Day weekend (off)</i>
	5 - 9	4	4	September 5– <i>Labor Day</i> September 6 – <i>First Day for Students</i>
	12 - 16	5	5	
	19 - 23	5	5	
	26 - 30	5	5	
October	3 - 7	5	5	DELAYED START EMBEDDED PD, OCTOBER 3 MEAP window: October 11 through 28
	10 - 14	5	5	
	17 - 21	5	5	
	24 - 28	5	5	
	31	1	1	
November	1 - 4	2.5	4	November 3 & 4 Parent Conferences (K-12) <i>November 3 – A. M. – ½ day students</i> <i>P. M. – Planning</i> <i>Parent EVENING Conferences</i> <i>November 4 – No students</i> <i>A. M. – P/T conferences</i> <i>P. M. - Teachers off</i>
	7 - 11	5	5	
	14 - 18	4	4	November 15* – Fall Harvest Day
	21 - 25	3	3	November 24, 25 – <i>Thanksgiving Holiday</i>
	28 - 30	3	3	November 30 – <i>End First Trimester</i>
December	1-2	0	2	December 1 – Records Day December 2 – In-service Day
First Trimester Totals		57.5	64	

* NOVEMBER 15 = FALL HARVEST DAY – IF LEGISLATION CHANGES THIS DAY (OPENING OF DEER SEASON) TO A SATURDAY THIS DAY OFF WILL BE MOVED TO NOVEMBER 23, RATHER THAN THE 15TH.

APPENDIX B - 2
2011-2012 School Calendar
 Second Trimester

Month	Day/s	Instr. Day	Work Day	Notes
December	5 - 9	5	5	December 5 – <i>Begin Second Trimester</i>
	12 - 16	5	5	
	19 - 23	4	4	December 23 - January 2 – <i>Winter Break</i>
	26 - 30	0	0	
January	2 - 6	4	4	<i>TUESDAY</i> , January 3 – <i>School Resumes</i>
	9 - 13	5	5	
	16 - 20	4	4.5	January 19 – Evening secondary conferences January 20 – FOR ALL TEACHERS ½ day In-service day in A.M. OFF in P.M.
	23 - 27	5	5	
	30 - 31	2	2	
February	1 - 3	3	3	
	6 - 10	5	5	
	13 - 17	5	5	DELAYED START EMBEDDED PD, February 17
	20 - 24	5	5	
	27 - 29	3	3	February 29 – <i>End Second Trimester</i>
March	1-2	0	1.5	March 1 – <i>Records Day/ ELEMENTARY P/T 3 HOUR CONFERENCES IN EVENING</i> March 2 – <i>ALLTEACHERS OFF</i>
Second Trimester Totals		55	57	

APPENDIX B - 3
2011-2012 School Calendar
 Third Trimester

Month	Day/s	Instr. Day	Work Day	Notes
March	5 - 9	5	5	March 5 – <i>Begin Third Trimester</i> March 6-8 MME
	12 - 16	5	5	
	19 - 23	5	5	
	26 - 30	5	5	DELAYED START EMBEDDED PD, March 27
April	2 - 6	0	0	April 2 - 9 – <i>Spring Break</i>
	9 - 13	4	4	April 10 – <i>Classes Resume</i>
	16 - 20	5	5	
	23 - 27	5	5	DELAYED START EMBEDDED PD, April 26
	30	1	1	
May	1 - 4	4	4	
	7 - 11	5	5	
	14 - 18	5	5	DELAYED START EMBEDDED PD, May 16
	21 - 25	5	5	
	28 - 31	3	3	May 28 – Memorial Day
June	1	1	1	
	4 - 8	2	4	June 5 – <i>End third trimester- Last Day of school</i> June 6 – <i>Records Day</i> June 7– <i>Inservice</i>
Third Trimester Totals		60	62	
<u>Totals</u>				
First Trimester Totals		57.5	64.0	
Second Trimester Totals		55.0	57.0	
Third Trimester Totals		<u>60.0</u>	<u>62.0</u>	
Yearly Total		172.5	183	

APPENDIX B – 4, 5, 6
2012-2013 School Calendar TO BE DETERMINED

APPENDIX C

SELF-FUNDED VISION SCHEDULE OF BENEFITS

Employer: Alpena Public Schools
2373 Gordon Road
Alpena, Michigan 49707
Phone: 989-358-5009
Fax: 989-358-5005

Group Number: 513
Effective: July 1, 1990
Revision: May 10, 1994

Eligible Class(es): All active Full Time Employees
Service Requirement: First of the Month following Date of Hire
Minimum Work Requirement: 20 hours per week
Employee Contributions: 20%
Annual Open Enrollment Period: Month of September
Benefit Period: July 1 to June 30
Coordination of Benefits: Standard
Assignment of Benefits: Yes
Plan Year: The records of the Plan are kept separately for each Plan Year.
The Plan Year Begins on July 1 through June 30

Vision Examination

Optometrist Limited to \$45.00 – you pay balance
Ophthalmologist Limited to \$55.00 – you pay balance

Lenses (pair)

Single Vision Limited to \$35.00 – you pay balance
Bifocal Lenses Limited to \$61.00 – you pay balance
Trifocal Lenses Limited to \$75.50 – you pay balance
Lenticular Lenses Limited to \$90.00 – you pay balance

Frames

You pay amount over retail value of \$65.00

Contact Lenses (pair, including exam fee)

Medically necessary Limited to \$175.00 – you pay balance
Cosmetic Limited to \$115.00 – you pay balance

Lenses with Extras

Photochromic, Sun or Gradient Tints, and Tinted or Color-Coated
Single Vision Limited to \$40.00 – you pay balance
Bifocal Lenses Limited to \$73.00 – you pay balance
Trifocal Lenses Limited to \$90.00 – you pay balance
Lenticular Lenses Limited to \$106.00 – you pay balance

Polaroid

Single Vision Limited to \$56.50 – you pay balance
Bifocal Lenses Limited to \$97.00 – you pay balance
Trifocal Lenses Limited to \$121.00 – you pay balance
Lenticular Lenses Limited to \$143.00 – you pay balance

Oversize/Rimless

Included with above lens allowance
You pay balance

BENEFIT SERVICE FREQUENCY

Vision Examination: Once every Benefit Year
Lenses: Once every Benefit Year
Frames: Once every Benefit Year



EVALUATION OF TEACHING STAFF
2011-2012

Name: _____ Status: Tenured Probationary

Building/Assignment: _____ Date(s) of Observation: _____

Evaluator's Name: _____ Date(s) of Walk-Throughs: _____

Goal for This Year: _____

END OF YEAR SUMMARY

DOMAINS	END OF YEAR SUMMARY		
	Unsatisfactory	Basic	Proficient
I Planning and Preparation			Distinguished
II Classroom Environment			
III Instruction			
IV Professional Responsibilities			
V Student Growth			
TOTALS:			

OVERALL EVALUATION*

**OVERALL SCORING (based on Domain scores in table above)*

Ineffective: Evaluation includes one or more components marked as "Unsatisfactory" OR any component marked with three or more "Basic" OR eight or more components marked "Basic." Requires immediate IDP.

Progressing: Evaluation includes NO components marked as "Unsatisfactory" BUT seven or fewer components (no more than two components per domain) marked as "Basic."

Effective: No more than 2 components marked as "Basic" and all other components marked as "Proficient" or "Distinguished."

OVERALL EVALUATION* _____ Ineffective _____ Progressing _____ Effective _____

Evaluator Comments:

Teacher Signature: _____

Date: _____

I understand that my signature indicates only that I received a copy of this evaluation. Check if teacher comment page is attached.

Evaluator Signature: _____

Date: _____

Domain Planning and Preparation

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p>1a: Demonstrating knowledge of content, prerequisite relationships between different aspects of content, instructional practices specific to the discipline.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Plans and practice display little content knowledge.</p>	<p><input type="checkbox"/> Plans and practice reflect some awareness of content.</p>	<p><input type="checkbox"/> Plans and practice reflect solid content knowledge.</p>	<p><input type="checkbox"/> Plans and practices reflect extensive content knowledge.</p>
<p>1b: Demonstrating knowledge of students' backgrounds, cultures, skills, language proficiency, interests and special needs.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Demonstrates little or no understanding and does not seek such understanding.</p>	<p><input type="checkbox"/> Indicates the importance of understanding; gains knowledge of class as a whole.</p>	<p><input type="checkbox"/> Actively seeks knowledge for groups of students.</p>	<p><input type="checkbox"/> Actively seeks knowledge for individual students from a variety of sources.</p>
<p>1c: Setting suitable instructional outcomes stated as goals reflecting high-level learning aligned with curriculum standards; goals represent different types of learning, give opportunities for integration and permit viable assessment.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Trivial, low-level outcomes stated only as activities; do not permit viable assessment.</p>	<p><input type="checkbox"/> Moderately rigorous outcomes; some stated as goals; multiple types of learning but with no coordination or integration; permit viable assessment.</p>	<p><input type="checkbox"/> Higher-level learning outcomes stated as goals aligned to standards; suitable for most students; opportunities to integrate different types of learning.</p>	<p><input type="checkbox"/> Rigorous outcomes stated as goals which take individual needs into account; different types of learning are coordinated and integrated.</p>
<p>1d: Demonstrating knowledge of resources to enhance own knowledge, to use for teaching, or to support students who need resources.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Demonstrates little familiarity with resources; does not seek further knowledge.</p>	<p><input type="checkbox"/> Demonstrates some familiarity of school and district resources.</p>	<p><input type="checkbox"/> Demonstrates full awareness of school and district resources.</p>	<p><input type="checkbox"/> Actively seeks resources from a variety of sources beyond the school and district.</p>
<p>1e: Designing coherent, instructional activities that coordinate knowledge of content, students, and resources; activities are aligned to instructional outcomes and are clearly structured to engage students in significant learning.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Activities poorly aligned with desired outcomes; incoherent structure.</p>	<p><input type="checkbox"/> Activities partially aligned with desired outcomes; recognizable structure; shows some knowledge of students and resources.</p>	<p><input type="checkbox"/> Clearly structured activities coordinate knowledge of content, students and resources; aligned to outcomes; likely to engage students in significant learning.</p>	<p><input type="checkbox"/> Clearly structured learning experiences differentiated as needed to meet individual needs.</p>
<p>1f: Designing student assessment aligned with instructional outcomes using clear criteria; assessment results used to guide instruction.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Assessments lack clear criteria and are not aligned to instruction; results have minimal impact on future instruction.</p>	<p><input type="checkbox"/> Assessment plan partially aligned to instruction; no clear criteria; inappropriate for some students; results used to guide future class instruction.</p>	<p><input type="checkbox"/> Assessment plan aligned to instruction using clear criteria; appropriate for students; results used to guide future instruction for groups of students.</p>	<p><input type="checkbox"/> Assessments fully aligned with instruction with evidence of student contribution; adapted for individuals; results used to guide future instruction for individuals.</p>

Domain -- Classroom Environment

Component	Unsatisfactory	Basic	Proficient	Distinguished
2a: Creating an environment of respect and rapport in which classroom interactions between teacher and students and among students are appropriate and sensitive to cultural and developmental differences.	<p><input type="checkbox"/> Interactions are negative and/or insensitive, characterized by sarcasm, put-downs or conflict.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Interactions are generally appropriate and conflict-free; may reflect occasional insensitivity to differences.</p>	<p><input type="checkbox"/> Interactions are polite, reflect general warmth and caring, and show respect for differences among groups of students.</p>	<p><input type="checkbox"/> Interactions are genuinely warm and caring and respect individual differences; students take an active role in enforcing.</p>
2b: Establishing a culture of learning characterized by high expectations for student achievement and commitment to the subject being taught; students demonstrate pride in their work.	<p><input type="checkbox"/> Environment conveys negative culture with low expectations with little teacher commitment and little or no student pride.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Environment shows modest expectations and teacher commitment with little evidence of student pride.</p>	<p><input type="checkbox"/> Environment characterized by high expectations for most students with genuine teacher commitment and student pride.</p>	<p><input type="checkbox"/> Environment has high levels of teacher passion and shared commitment; students hold themselves to high standards.</p>
2c: Managing classroom routines and procedures to ensure effective use of instructional time, smooth transitions, handling of supplies and efficient performance of non-instructional duties.	<p><input type="checkbox"/> Much instructional time is lost due to inefficient routines and procedures.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Some instructional time is lost due to partially effective routines and procedures.</p>	<p><input type="checkbox"/> Little instructional time is lost; routines and procedures allow for smooth running classroom.</p>	<p><input type="checkbox"/> Students contribute to the seamless operation of classroom routines and procedures.</p>
2d: Managing student behavior by establishing clear standards of conduct, monitoring student behavior against those standards and responding appropriately to student misbehavior while respecting student dignity.	<p><input type="checkbox"/> No evidence that standards have been established; little or no teacher monitoring; repressive response to misbehavior.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Apparent effort to establish standards; teacher monitoring efforts and responses to misbehavior have uneven results.</p>	<p><input type="checkbox"/> Standards appear to be clear to students; teacher monitoring and responses to misbehavior are appropriate and respectful.</p>	<p><input type="checkbox"/> Clear standards with evidence that students help set and enforce them; teacher monitoring is subtle, preventative and individualized.</p>
2e: Organizing physical space to create a learning environment that is safe and accessible to all, appropriate to the learning activities and that makes effective use of physical and technology resources.	<p><input type="checkbox"/> Environment is unsafe and/or inaccessible to some; poor alignment between activities and physical arrangement.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Environment is safe and accessible to most; some success with aligning physical arrangement with learning activities.</p>	<p><input type="checkbox"/> Safe environment is accessible to all; teacher ensures physical arrangement is aligned; effective use of classroom resources.</p>	<p><input type="checkbox"/> Safe, accessible environment shows evidence of student participation in design/adaptation; teacher uses resources skillfully.</p>

Domain 1: Instruction

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p>3a: Communicating with students clearly the expectations for learning, directions, procedures and explanations of content; communications are appropriate to students' developmental levels and cultural differences.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Communication is unclear or confusing; teacher's language contains errors or is inappropriate.</p>	<p><input type="checkbox"/> Communication clear after initial confusion; teacher language use is correct but may not be completely appropriate.</p>	<p><input type="checkbox"/> Communication is clear and appropriate.</p>	<p><input type="checkbox"/> Communication is clear and appropriate and anticipates possible student misconceptions.</p>
<p>3b: Using questioning and discussion techniques to elicit thoughtful, high-level responses and broad student participation; teacher wait time is appropriate.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Low-level or inappropriate questions elicit limited student participation and recitation rather than discussion.</p>	<p><input type="checkbox"/> A few questions elicit thoughtful response; teacher attempts to engage all students partially successful; poor wait time.</p>	<p><input type="checkbox"/> Most questions elicit thoughtful response; all students participate and teacher steps aside when appropriate; sufficient wait time.</p>	<p><input type="checkbox"/> Questions elicit high level thinking and are developmentally and culturally appropriate; students ask high-level questions and ensure all voices are heard.</p>
<p>3c: Engaging all students in learning through activities, assignments, materials and student groupings that are appropriate to instructional outcomes, student cultures and levels of understanding; lessons are structured and paced appropriately.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Activities not appropriate to instructional outcomes resulting in little student engagement; poor lesson structure and pacing.</p>	<p><input type="checkbox"/> Activities partially appropriate to outcomes resulting in moderate student engagement; recognizable but inconsistent lesson structure.</p>	<p><input type="checkbox"/> Activities fully appropriate to outcomes result in student engagement in high level of rigor. Good lesson structure and pacing.</p>	<p><input type="checkbox"/> Students highly engaged and contributing to activities, materials and groupings; lesson structure and pacing allow for reflection and closure.</p>
<p>3d: Using assessment to inform instruction through student self-assessment, teacher monitoring of student progress; students are aware of assessment criteria and are given high-quality feedback.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Assessment is not used in instruction.</p>	<p><input type="checkbox"/> Assessment is occasionally used in instruction; students are aware of some criteria; feedback is uneven.</p>	<p><input type="checkbox"/> Assessment is regularly used in instruction; students are fully aware of criteria and are given high-quality feedback.</p>	<p><input type="checkbox"/> Students are involved in establishing assessment criteria; high-quality feedback is given to students from a variety of sources.</p>
<p>3e: Demonstrating flexibility and responsiveness to promote student learning by making adjustments to the instructional plan and accommodating student questions, needs and interests.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Teacher adheres to plan even when a change would improve the lesson; difficulties are blamed on student or home environment.</p>	<p><input type="checkbox"/> Teacher attempts modifications to instruction plan and accepts responsibility for student success; has limited repertoire of strategies.</p>	<p><input type="checkbox"/> Teacher makes adjustments as needed to promote all students' learning; accommodates students' questions, needs and interests.</p>	<p><input type="checkbox"/> Teacher seizes on spontaneous events or student interests to enhance learning with an extensive repertoire of strategies.</p>

Domain: Professional Responsibilities

Component	Unsatisfactory	Basic	Proficient	Distinguished
<p>4a: Reflecting on teaching to make an accurate assessment of a lesson's effectiveness in achieving instructional outcomes; suggests improvements for teaching lesson in the future.</p>	<p><input type="checkbox"/> Teacher either does not know whether lesson was effective or misjudges effectiveness; cannot suggest possible improvements.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Teacher is generally accurate in assessing lesson effectiveness; makes general suggestions for improvement.</p>	<p><input type="checkbox"/> Teacher accurately assesses effectiveness; cites evidence to support judgment; has specific suggestions for improvement.</p>	<p><input type="checkbox"/> Thoughtful and accurate assessment cites many specific examples; offers specific alternate actions for future improvements.</p>
<p>4b: Maintaining accurate instructional and non-instructional records.</p>	<p><input type="checkbox"/> Record-keeping is non-existent or in disarray, resulting in errors and confusion.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Record-keeping is rudimentary and only partially effective.</p>	<p><input type="checkbox"/> Record-keeping is accurate, efficient, and effective.</p>	<p><input type="checkbox"/> Students contribute to maintenance of record-keeping system.</p>
<p>4c: Communicating with families frequently to successfully engage them in the instructional program; information is communicated in a culturally appropriate manner.</p>	<p><input type="checkbox"/> Communication is sporadic and culturally inappropriate.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Communication adheres to school expectations but is not always culturally appropriate.</p>	<p><input type="checkbox"/> Communication is frequent, culturally appropriate, and successfully engages families.</p>	<p><input type="checkbox"/> Communication is frequent and students participate in the communication process.</p>
<p>4d: Participating in a professional community and in school and district events and projects; maintains positive collegial relationships.</p>	<p><input type="checkbox"/> Teacher avoids participation; collegial relationships are negative or self-serving.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Teacher is involved; collegial relationships are cordial.</p>	<p><input type="checkbox"/> Teacher is an active participant; collegial relationships are positive and productive.</p>	<p><input type="checkbox"/> Teacher makes substantial contributions to the professional community and assumes a leadership role among colleagues.</p>
<p>4e: Growing and developing professionally through participation in professional development activities; shares expertise with others; accepts feedback from supervisors and colleagues.</p>	<p><input type="checkbox"/> Does not participate; makes no effort to share; resistant to feedback.</p> <p>Evidence:</p>	<p><input type="checkbox"/> Participates as required and/or convenient; makes limited contributions; accepts feedback with some reluctance.</p>	<p><input type="checkbox"/> Seeks out opportunities based on self-assessment of need; actively shares expertise with others; welcomes feedback.</p>	<p><input type="checkbox"/> Actively pursues and initiates opportunities for professional growth; seeks out feedback.</p>
<p>4f: Demonstrating professionalism through ethical dealings with students and colleagues; complies with school and district policies.</p>	<p><input type="checkbox"/> Little sense of ethics; dealings with students and colleagues are self-serving or harmful; fails to comply with policies.</p>	<p><input type="checkbox"/> Honest and well-intentioned but limited to minimal compliance with policies.</p>	<p><input type="checkbox"/> High level of ethics; complies fully with policies.</p>	<p><input type="checkbox"/> Assumes a leadership role in ensuring all school practices and policies are of the highest ethical standards.</p>

APPENDIX F

TEACHER GRIEVANCE FORM
Alpena Public Schools

Grievance #:
Name of Grievance:

Step 1: Verbal Grievance

Building:
Assignment:
Date Submitted:
Subject of Grievance:
Submitted To: Date Denied:

Step 2: Written Grievance

A. Date Cause of Grievance Occurred:

B.1. Statement of Grievance:

B.2. Relief Sought:

Submitted By: Submission Date:

C. Disposition by Principal:

Principal Name: Disposition Date:

*Grievant - Forward electronic copy to Association President, Professional Committee Chair and Principal.
Principal - Forward electronic copy to Grievant, Association President, Professional Committee Chair,
Director of Instruction (Elementary or Secondary) and Human Resources.*

Step 3

A. Position of Grievant and/or Association: _____

B. Date Received by Superintendent or Designee: _____

C. Disposition by Superintendent or Designee: _____

Upon completion of Superintendent's disposition, forward electronic copy to Association President, Professional Committee Chair, Director of Instruction (Elementary or Secondary), Human Resources and print out and sign/date below - printed copy becomes original.

Superintendent or Designee Signature

Disposition Date

Association President or Designee Signature

Disposition Date

Step 4: Arbitration

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

Arbitrator Signature

Disposition Date

APPENDIX G
Alpena Public Schools
Application for Payment of Advanced Training

Name: _____

Date: _____

Employee I.D. Number _____

Please Note: To be reimbursed for advanced training the applicant must submit this completed form along with proof (grade reports or transcripts) that all classes requested for reimbursement have been satisfactorily completed. Courses taken while on sabbatical leave; courses under tuition-free programs sponsored by the Board, Federal or State government; and courses that qualify the teacher for the initial teacher certification requirements are excluded from payment. Reimbursement for advanced training is limited to six (6) credit hours per year for graduate level courses and five (5) credit hours per year for undergraduate courses.

Graduate Courses Taken

Course Name & Number	University/College	Date Completed	Semester Hours	Grade
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Undergraduate Courses Taken

Course Name & Number	University/College	Date Completed	Semester Hours	Grade
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

I certify that the above course work applies directly toward a graduate degree or planned program.

Applicant Signature

Administrative approval: _____
Signature of Building Principal Date

 For Office Use Only:
 _____ Graduate Semester Hours @ \$200.00/credit hour = \$ _____
 _____ Undergraduate Semester Hours @ \$50.00/credit hour = \$ _____
 TOTAL REIMBURSEMENT = \$ _____

**APPENDIX H
Alpena Public Schools**

CRIME AND SAFETY REPORT

Student's Name _____ **Grade** _____

School: _____ **Gender (M F) Race:** _____

Date of Incident: _____ **Date of This Report:** _____

Report Completed By: _____

Building Administrator's Signature: _____

Please complete this form for EACH INCIDENT that falls into one of the listed categories. ONLY ONE INCIDENT PER FORM. Upon completion, send to: Director of Instruction. [Definitions for most incidents can be found in the district's School Safety Crisis Manual.]

Number and Name of Incident _____

Describe Incident _____

Witnesses: _____

Action Taken (Include any long-term suspension or expulsion recommendation):

LIST OF INCIDENTS:

- #1 – Aggravated/Felonious Assault; #2 – Arson; #3 – Bomb Threat;**
- #4 – Breaking & Entering; #5 – Burglary; #6 – Concealed Weapon;**
- #7 – Damage to Property (Include dollar amount); #8 – Disruption to Educational Process/Student Protest/Demonstration;**
- #9 – Drive-By Shooting; #10 – Drugs/Narcotics; #11 – Employee/Volunteer Assaulted; #12 – Expulsion; #13 – Extortion;**
- #14 – False Alarm; #15 – Gambling; #16 – Homicide; #17 – Illegal Drug Use/or Overdose; #18 – Intimidation/Stalking; #19 – Kidnapping;**
- #20 – Larceny/Theft (dollar amount); #21 – Loitering; #22 – Other Behaviors (please specify); #23 – Other Weapons; #24 – Physical Assault (PA 102 & 104); #25 – Refusal to identify self; #26 – Robbery; #27 – Sexual Assault; #28 – Sexual Harassment;**

APPENDIX I (FORM #8442F2)
ALPENA PUBLIC SCHOOLS

EMPLOYEE'S ACCIDENT REPORT FOR WORKER'S COMPENSATION REPORTING AND
TREATMENT

EMPLOYEE'S ACCIDENT REPORT
ALPENA PUBLIC SCHOOLS, 2373 Gordon Road, Alpena, MI 49707

INJURED EMPLOYEE _____
Employee ID _____

ADDRESS _____
STREET CITY ZIP _____

DATE OF BIRTH ____ / ____ / ____ SEX ____ MARITAL STATUS ____

PHONE _____

SECOND EMPLOYER ____ NO ____ YES Drivers License
Number _____

DATE OF INJURY ____ / ____ / ____ TIME OF INJURY _____

(WHAT BUILDING) _____

Were you wearing required Personal Protection Equipment?

DID YOU GO TO ALPENA GENERAL HOSPITAL EMERGENCY ROOM? ____ NO ____ YES

Were you treated by someone other than Alpena General Hospital emergency room staff ____ No
____ Yes

Treating person's name

NATURE OF INJURY (example: Cut or Sprain or Burn.)

PART OF BODY INJURED (example: left ring finger)

DESCRIBE FULLY HOW INJURY HAPPENED

IF A PRESCRIPTION HAS BEEN WRITTEN BECAUSE OF THIS INCIDENT, CALL RUTH AT 358-5009 FOR A
WORKERS COMPENSATION PRESCRIPTION DRUG CARD AND THE NAME OF PARTICIPATING AREA
PHARMACIES.

EMPLOYEE'S OCCUPATION _____ WHO WITNESSED ACCIDENT?
Name _____

EMPLOYEE'S SIGNATURE _____ DATE _____

SUPERVISOR'S SIGNATURE _____
DATE _____

NOTE: ALPENA REGIONAL MEDICAL CENTER IS THE ONLY DESIGNATED MEDICAL FACILITY TO BE UTILIZED FOR WORKER'S COMPENSATION INJURIES.

OFFICE USE ONLY:

Hire Date _____ Rate of Pay _____ Hours Worked Per Day _____ Pay Continue Y N

Number of days off _____ Dates off: _____

Date Returned to Light Duty _____ Date Returned to No Restriction Work _____

RX CARD _____ Y _____ N FMLA _____ Y _____ N Use Sick Leave _____ Y _____ N Use W.C. _____ Y _____ N

Date _____

WC Claim No _____ AGH: 3567321

Workers Comp CCMSI

18662040808

March 26, 2009 Date Received in Employee Benefits _____

AUTHORIZATION FOR TREATMENT

EMPLOYER: Alpena Public Schools, 2373 Gordon Road, Alpena, MI 49707 (989) 3585009

Name _____

Was injured on the job DATE _____ TIME _____

_____ No restrictions. Patient is released for normal work

_____ Lifting limited to _____ lbs. for _____
Period of Time

_____ No twisting, turning for _____

_____ Period of Time

_____ Stay off feet for _____

_____ Period of Time

_____ No work. BED REST REQUIRED FOR _____

_____ Period of Time

_____ No work. DRUGS ADMINISTERED FOR _____

_____ Other Restrictions (Please explain and record length of time)

_____ Patient may return to work

(Date) _____

_____ Patient is to return for examination _____

(If possible, this appointment is to be before or after employee's shift)

_____ Patient is referred to _____

_____ Diagnosis _____ Recommend further treatment

_____ Attending Physician _____ Date

SEND INVOICE TO:

Cannon Cochran Management Services, Inc. (CCMSI)

2364 Woodlake Drive, Suite 100, Okemos, MI 48864

03/26/2009

LETTER OF AGREEMENT

BETWEEN

Alpena Public Schools Board Of Education

AND THE

Alpena Education Association, ESP I (Bus Drivers), and ESP II

EQUALITY OF SACRIFICE

Without advocating any concessions, it is recognized that the Alpena MEA groups feel constrained to make a concession on insurance premium contributions and agree to a wage freeze for the duration of this agreement. These concessions are being made to assist the District with an anticipated loss of revenues and avert a projected deficit due to a significant reduction in state funding for public school districts. While it is agreed such action is necessary, the agreement should, at minimum, require equality of sacrifice.

It is agreed that all other employees of the Employer have already agreed to comparable reductions in wages and benefits and that during the life of any concessions on wages and benefits herein provided for by the Associations, the Employer will maintain the present reductions required of all employees, specifically it being agreed that no other employees (including administration and nonunion employees) will have any wage or benefit restoration or increase without proportional restoration or increase to members of the MEA units as reflected in the District's audited budget.

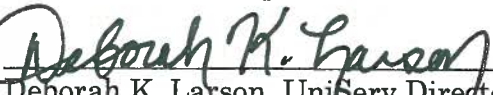
This agreement is in effect for the duration of the 2011-2013 contracts.

FOR THE ALPENA EA, ESP I, & ESP II


Donice ZiBerna, Alpena EA President


Steve Gonyea, Alpena ESP I President


Nora Bouchard, Alpena ESP II President


Deborah K. Larson, UniServ Director

FOR THE BOARD


Patricia Sampier, Assistant Superintendent


Brent Holcomb, Superintendent

DATED: 7-11-11

DATED: 7-11-11