

A G R E E M E N T

Between the

ALBA PUBLIC SCHOOLS BOARD OF EDUCATION

And the

ALBA EDUCATION ASSOCIATION/NMEA/MEA/NEA

2007 - 2009

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AGREEMENT AND RECOGNITION

This agreement entered into by and between the Board of Education of the Alba Public School District, hereinafter called the "Board" and the Northern Michigan Education Association/Michigan Education Association/National Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing quality education for the children of the Alba Public School District is their mutual aim and that the character of such education depends predominately upon the quality of the teaching service, and

WHEREAS the members of the teaching profession are particularly qualified to assist in programs designed to improve educational standards, and

WHEREAS the Board has statutory obligations, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS the Parties, following expanded and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Act 336, as amended, for all certified professional personnel, including teachers on tenure or probation, and guidance counselors, but excluding substitutes, supervisory and administrative personnel and office and clerical employees. The term "teachers", when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above, and references to male teachers shall include female teachers.
- B. The Board agrees not to negotiate with any teachers' organizations other than the Association for the duration of this agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given the opportunity to be present at such adjustments.
- C. The Association shall, on or before the second Friday after school begins, give written notice to the business office of its dues and those of NMEA, MEA, and NEA which are to be deducted in that school year under such authorizations. The amount of the deductions for these dues shall not be subject to change during that school year.

ARTICLE I

AGENCY SHOP

- A. Any teacher who is not a member of the Association in good standing or who does not make application for membership within 30 days from the date of commencement of teaching duties shall as a condition of employment, pay as a Representative Benefit Fee to the Association an amount not to exceed the Professional Dues of the Association, to the extent permitted by law, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in the preceding article. The Board shall automatically withhold the Representative Benefit Fee through payroll deductions.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School laws or applicable civil service laws and regulations.
- C. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- D. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

ARTICLE II

GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or the unfair application of any policy or regulations of the Board directly related to teaching terms and conditions, may be processed as a grievance as hereinafter provided.
- B. LEVEL ONE: In the event that a teacher believes there is a basis for a grievance, the teacher shall first discuss the alleged grievance with his/her building principal

either personally or accompanied by his/her Association representative. The grievance must be filed within fifteen (15) school days of the violation, misinterpretation or misapplication. School days shall not include scheduled vacation days or other unscheduled closures. However, grievances shall be processed over summer vacation.

- C. LEVEL TWO: In the event that the aggrieved person is not satisfied with the disposition of his/her grievance at level one, or in the event that no decision has been rendered within fifteen (15) school days after the presentation of the grievance, he/she or the Association may file the grievance in writing to the superintendent within five (5) school days after the decision at level one, or lack thereof, at level one.

Within ten (10) school days, the superintendent, or the superintendent designee shall meet with the teacher and/or the Association for the purpose of resolving the grievance, and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the teacher and the Association.

- D. LEVEL THREE: If the grievance is not settled at level two, it may be referred in writing to the Board of Education within five (5) school days after receipt of the decision in level two. The Board shall hold a hearing, or designate one or more of its members to hold a hearing, or otherwise investigate the grievance, or prescribe such other procedures as it may deem appropriate for consideration of the grievance. The Association shall have an opportunity to present its views at the level within twenty (20) school days to the Board, or its representative, as it may authorize. Within twenty-five (25) school days after receipt of the grievance, the Board shall render a decision on the grievance and present it in writing to the aggrieved teacher, the Association, the principal/supervisor, and the superintendent.

- E. LEVEL FOUR: If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association Proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to relay any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties agree that judgement thereon may be entered in any court of competent jurisdiction.

- F. The cost of any arbitration under this Article shall be divided equally between the Board and the Association.

- G. The grievance form shall be attached to the Master Agreement as Appendix E.

ARTICLE III

REDUCTION IN PERSONNEL, SENIORITY, AND RECALL

- A. No later than 30 days following the ratification of this agreement, and by every September 30 thereafter, the Board shall prepare a seniority list. Seniority is defined as continuous service within the bargaining unit. All teachers shall be ranked on the list in the order of their effective date of employment (meaning the first day they actually worked). In the circumstance of more than one individual having the same effective date of employment, all individuals will be ranked, first by their degree, i.e. BA, MA, EDS, etc., next according to the number of college semester credits they have accrued.
- B. The seniority list shall be published and posted conspicuously in all buildings of the district by October 15 of each school year. Revisions and updates of the seniority list shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association.
- C. A teacher shall lose seniority rights if he/she retires, resigns, or is discharged for just cause or leaves the bargaining unit.
- D. A tenured teacher who is promoted or assigned to a supervisory or administrative position and is subsequently returned to a position in the Association, upon his/her return to the Association a tenured teacher will be restored to the contract rights which he/she would have achieved if he/she had remained in the Association providing he/she has been continuously in the employ of the Board.
- Seniority shall accrue for the teachers on various forms of leave as determined by this Agreement.
- F. **TEACHER LAYOFF:** In the event it becomes necessary because of reduction of revenue, declining enrollment, or other valid reason to reduce the number of teachers through the layoff of employment, or to reduce the number of teachers in a given subject area, field or program, or eliminate or consolidate positions, the Board shall determine the order of the layoff, provided, however, such action shall not be contrary to the priorities established under the tenure act and no child left behind and its regulations.
- G. **ORDER OF REDUCTION:** The order of reduction shall be:
- a. Temporary employees
 - b. Probationary employees according to certification, qualification and seniority. If two teachers are fully qualified and certified, seniority shall be the deciding factor.
 - c. Tenure teachers according to certification, qualification and seniority. If two teachers are fully qualified and certified, seniority shall be the deciding factor.

- H. If for any reason the Board anticipates a reduction of staff for the following year, it shall, prior to taking formal action, consult with the EA to receive communications regarding priorities.
- I. In the event it becomes necessary because of reduction of revenue, decline in student count, or other valid reasons to reduce the number of teachers through layoff, or to reduce the number of teachers in a given subject area, or consolidate positions, the Board shall determine the order of layoff provided; however, such action shall not be contrary to Section F. The board shall give forty five (45) calendar days notice of layoff previous to the ending of the school year to the individual involved. In the event that a layoff is necessary at the end of the first semester due to a reduction of revenue, declining enrollment, or other valid reasons the Board shall give thirty (30) calendar days notice of layoff prior to the beginning of the second semester to the individual involved.
- J. No new teachers shall be employed by the Board while there are teachers of the bargaining unit who are laid off, unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.
- K. Recall of personnel will be in inverse order of layoff based upon certification and qualifications. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. The teacher shall have the responsibility of notifying the Board of his/her intent to return within twenty (20) work days. It shall also be the responsibility of each teacher to notify the Board of any change of address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recalls, or other notice to the teacher.
- L. If the Board commences annexation or consolidation procedures the union will be notified in advance and the Board will discuss and negotiate procedures for such a merger with the union.
- M. Qualifications shall mean criteria set forth under no child left behind and the regulations promulgated thereunder or any state required endorsement or a major in the subject area. Teachers not highly qualified for his/her assignment by the end of the 2006-2007 school year shall be granted the first vacancy he/she applies for provided he/she is highly qualified for the vacancy. If there is no vacancy for which said teacher is highly qualified, said teacher shall be laid off as of June 30, 2007 as if his/her current position had been eliminated.

ARTICLE IV

BOARD RIGHTS

- A. The Board on its own behalf and on the behalf of the electors of the district, hereby retain and reserve unto itself, without limitation, all powers, rights, authority, 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, including but without limiting the generality of the foregoing, the right:
1. To the Executive management and administrative control of the school system and its properties and facilities.
 2. To hire all employees and, subject to the provisions of law, to determine their qualifications, and the conditions for their continual employment or their dismissal or demotion; and to promote and transfer such employee;
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for the students, all as deemed necessary or advisable by the Board.
 4. To decide the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers.
- B. The matters contained in this agreement and/or the exercise of such rights of the Board are not subject to further negotiations between the parties during the term of this agreement, unless by mutual consent.
- C. Nothing in this Master Agreement shall be construed to limit the powers and responsibilities conferred upon the Board or the superintendent under the laws of the constitution of the State of Michigan. Specifically, the rights and responsibilities as conferred under the school code and the tenure law are preserved.
- D. The Board will attempt to prevent children from involvement in Association/Board controversies.
- E. The listing of specific management rights in this agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

ARTICLE V

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher may join and support the Northern Michigan Education Association for the purpose of engaging in collective bargaining or negotiations and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 of laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or other terms and conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Board, or his institution of any grievance or proceeding under this Agreement or otherwise with respect to other terms and conditions of employment.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the Michigan Employment relations Commission.
- C. The Association shall have the right to use school classrooms, cafeterias, internet, and e-mail, without charge for professional meetings during those times when the building is regularly covered by custodial staff. Room clearance shall be made with the building principal involved and such meetings shall not interfere with regularly scheduled school activities or teacher responsibilities. Any extra maintenance or service costs incurred by such meeting will be paid by the Association.
- D. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Bulletin boards and other established media of communications shall be made available to the Association and its members. (Example: Bulletin board in the Teacher's Conference Room).
- E. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information as will assist the Association in developing intelligent, accurate, and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- F. No teachers shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- G. Notwithstanding their employment, teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional

employment of such teacher unless the same shall adversely affect the student-teacher relationship.

- H. A teacher will have the right to review the contents of all records, excluding initial references, of the district pertaining to said teacher, originating after employment and to have a representative of the Association accompany him/her in such review. This file shall be the single and exclusive personnel file maintained with respect to each employee.
- I. No complaint against a teacher by a parent, citizen of the district, or student, or reference thereto, may be placed in the personnel file without the complaint being previously drawn to the teacher's attention.
- J. The Board shall provide at cost of the substitute to the Association four (4) days per school year of released time for the handling of Association business as deemed appropriate by the Association President. No more than one (1) teacher may be absent at any given time. Up to two (2) additional days may be requested subject to superintendent approval.
- K. **DUE PROCESS AND PROGRESSIVE DISCIPLINE:**
 - 1. The Board agrees to adhere to the concepts of due process and progressive discipline which includes:
 - a. Discussion of problem with employee included in personnel file.
 - b. Verbal warning included in personnel file.
 - c. Written warning included in personnel file.
 - d. Suspension with pay until a special Board meeting can be scheduled.
 - e. Suspension without pay.
 - f. Dismissal.
 - 2. The discipline imposed shall be appropriate to the severity of the offense.
 - 3. If during a time limit of two (2) years from the last infraction there is no repeat occurrence of the problem, then the process shall start from the beginning in the event that the problem reoccurred.

ARTICLE VI

POSTING OF VACANCIES

- A. A vacancy shall be defined as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.
- B. Whenever a vacancy arises or is anticipated, the Superintendent or his/her designee shall promptly notify the Association and post notices of same on bulletin boards in each school building for not less than one (1) week, seven (7) days before the position is filled, and direct a copy of the posting by registered mail to each laid off teacher.
- C. Bargaining unit members shall be given first opportunity to apply for all vacancies for which certification and qualifications can be met. All teachers shall be “highly qualified” for positions by June 30, 2007.
- D. Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
 - 1. Teachers with specific interests in possible vacancies will notify in writing the Superintendent of their interest, during the last regular week of school and shall include a summer address.
 - 2. Should a vacancy occur, the teachers who have expressed interest in said position, or a similar position, shall be contacted by the Superintendent or his/her designee in writing and notified of the vacancy.
 - 3. The teachers so notified shall have the responsibility of contacting the Superintendent or his/her designee in writing, indicating their interest in said position within seven (7) days of receiving such notification.
- F. Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, should be sought through retraining of existing staff wherever possible.
- G. As of June 30, 2007, all teachers shall be “highly qualified” for his/her teaching assignment. “Highly qualified” is defined by NCLB and the regulations promulgated thereunder.

ARTICLE VII

TEACHING CONDITIONS

- A. The Board recognizes that the availability of optimum school facilities for both students and teachers is desirable to insure the high quality of education that is the goal of the Board and teachers. The Board also recognizes that the organization of the school and the school day should be directed at insuring that the energy of the teacher is primarily utilized to this end.
- B. The Board recognizes that appropriate materials and equipment should make better teaching possible. The Board agrees to strive to keep the school equipped and maintained. Faculty members will be invited to make recommendations regarding the selection of instructional materials and equipment.
- C. The parties will confer from time to time for the purpose of improving the selection and the use of such educational tools. The Board agrees at all times to keep the school reasonably and properly equipped and maintained.
- D. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.
- E. SCHOOL IMPROVEMENT PLANS:
 - 1. It is mutually agreed and understood that the school district will be in school improvement plans, or other similar plans which may be known by various names.
 - 2. Association bargaining unit members shall not be excluded from voluntary participation in school improvement or reform plans.
 - 3. Final copies of all building level improvement plans will be made available to the Association President upon request.
- F. TWO WAY INTERACTIVE TELEVISION: The parties agree that should two way interactive television be employed in the offering of instructional programming affecting working conditions that at the request of either party, negotiations will commence to seek a mutually agreeable provision for such service.

There shall not be reduction of positions, hours or pay as a direct or indirect result of a telecommunications system.

G. LEAST RESTRICTIVE ENVIRONMENT

1. While the parties acknowledge the policy of least restrictive environment is legally mandated, they also recognize the extent to which any individual handicapped student should participate in regular education programs and services must be appropriate to that student's unique needs determined by an Individual Educational Planning Committee (IEPC) on an individual basis.
2. The parties recognize that whether any handicapped student's participation in regular education programming can be achieved satisfactorily will depend upon the multiplicity of factors including, among other things, proper planning and coordination of the student's regular and special education programming, appropriate supportive assistance to regular education personnel.
3. Every effort shall be made that each supported assistance shall be made available as needed.
4. Any bargaining unit member who will be providing instructional or other services to a handicapped student in a regular education classroom setting shall be invited to participate in the Individual Educational Planning Committee (IEPC) which may initially place (or continue the placement of) the student in a regular education classroom.
5. The district shall make reasonable efforts to support the receiving teacher with classroom materials and training as the district deems appropriate.
6. The administration shall make reasonable efforts to provide training to the teacher regarding the instruction and behavioral management of such special education students in the regular education classroom setting.

H. MEDICALLY FRAGILE

1. No bargaining unit member shall be required to provide school health services except in an emergency.

No bargaining unit member will be threatened, disciplined, reprimanded, punished, discharged or denied any professional advantage, directly or indirectly, by employer, its administrators, or representative, due in any way, to the bargaining unit member having: 1) filed a complaint under part 8 of the Michigan Special Education Rules or with the Office of Civil Rights (OCR), U.S. Department of Education; or 2) asserted his/her rights or those of a handicapped/non-handicapped student with respect to the provision of school health services as provided for in this article or by law.

ARTICLE VIII

PROFESSIONAL COMPENSATION

- A. The salaries of teachers covered by this agreement are set forth in Appendix A which is attached to, and incorporated in, this agreement. These salaries are based on 7 ½ hours per day for 180 student days/183 contract days.
- B. Increments become effective at the beginning of each school year and advancement under the salary schedule shall be automatic as of the beginning of the school year following completion of required academic or professional courses.
- C. No new teachers shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university and a provisional, professional, continuing or permanent teaching certificate or as authorized by state or federal law.
- D. The Board may give up to five (5) years of outside experience. Those persons employed as of September 1, 1993 shall be exempt from this provision.
- E. The EXTRA DUTY pay schedule is set forth in Appendix C, which is attached to and incorporated in this agreement.
- F. Horizontal step advancement shall occur at which time the bargaining unit member acquires the necessary semester hour credits as shown by their transcripts. The salary improvement will be reflected on the earliest possible pay period thereafter.
- G. The Board, believing that continued study by its professional staff is an effective method of improving instruction, will aid professionals financially on credit courses taken beyond the Bachelor's degree.

Courses taken at state-supported accredited institutions in Michigan will be reimbursed at the rate of one-half (1/2) of the tuition charges of the institution offering the course. Out-of-state courses, taken at accredited institutions, will be reimbursed at the rate of on-half (1/2) of the tuition charge of the institution, but not to exceed one-half (1/2) of the tuition charge of Michigan State University. For courses to be reimbursed by the Board, the professional must be on a planned, approved program for an advanced degree. Courses will be reimbursed under this policy, upon prior approval of the Superintendent or his/her designated representative.

Courses not leading to an advanced degree will be reimbursed under this policy, upon prior approval of the Superintendent or his/her designated representative. If the course is not a part of an approved program, of an advance degree to gain approval the professional must state, in writing, the specific benefits, which will be derived from the course(s) to be taken. To receive reimbursement for the college credit,

evidence of successful completion of work must be presented to the Superintendent. A transcript of credit will suffice as evidence.

Any Board required classes shall be paid at no expense to the teacher.

- H. Professional development in the form of in-services, workshops, or seminars that are required by the board of education or the administration and occurs outside of the teacher's contractual work time will be compensated at \$20.00 per hour.
- I. Teacher purchase or repayment of retirement service credit:
 - 1. The Internal Revenue Code (IRC) Section 414(h)(2) permits employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, teachers may be allowed to (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or (2) purchase permissive service credit (such as universal service credit, maternity/paternity child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.)
 - 2. Therefore, in order to permit tax deferral for these additional employee contribution amounts, the employer shall adopt the payroll resolution attached to this agreement as appendix "F" and implement the salary reduction (payroll authorization) agreement attached to this agreement as appendix "G" for any teacher wishing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest). The teacher that wishes to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of appendix "G." The teacher shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS.
- J. The District will facilitate teachers in becoming highly qualified through reasonable accommodations to the teacher through paid graduate credit as provided under article VII (G). Teachers shall be reimbursed for the cost of one MTTC test taken.

ARTICLE IX

TEACHING HOURS

- A. Elementary teachers shall be in their assigned buildings, available for duty, five (5) minutes before the start of the school day; secondary teachers fifteen (15) minutes before the start of the school day. All teachers shall remain in their assigned building, available for duty, until ten (10) minutes after their pupils have been dismissed for the day. It shall be the teacher's responsibility to advise the principal

of his or her tardiness. The elementary student school day shall be 8:00 am to 3:15 pm. The secondary student day shall be from 8:10 am to 3:15 pm.

- B. Nothing herein shall prevent the administration from allowing a teacher to leave early in the event of an emergency or excusing a teacher's tardiness without penalty in the event of an emergency.
- C. Attendance at professional staff meetings after school hours is mandatory for all teachers when such meetings are scheduled by the Board or Administration. These meetings will be held on a predetermined weekday, other than Friday, on a bi-monthly basis. One week's notice shall be required for staff meetings except by mutual consent of those required to attend. Meetings shall not last longer than one hour beyond the time students are dismissed, except by consent of those required to attend.
- D. The Board agrees that Parent/Teacher Conferences will be held during the following scheduled hours:
 - 1. Elementary students attend school from 8:00 am to 11:25 am, secondary students from 8:10 am to 11:45 am.
 - 2. Afternoon conference from 1:00 p.m. to 5:00 p.m.
 - 3. Evening conference from 6:00 p.m. to 8:00 p.m.
 - 4. Conferences shall be held on a day mutually agreeable.
- E. In accordance with the calendar there will be an early dismissal at the end of the school day for the purpose of school improvement activity.
 - 1. Teachers shall provide an agenda to the Superintendent, one (1) week in advance.
 - 2. A written synopsis of the meeting shall be provided to the Superintendent within three (3) days after the meeting.
 - 3. These meetings are mandatory and teachers will be excused from attendance only in case of an emergency.
 - 4. Classes on affected days will be adjusted.

ARTICLE X

TEACHING LOADS AND ASSIGNMENTS

- A. Each high school teacher shall have not less than one (1) preparation period per day of not less than a full class period.
- B. Each elementary teacher shall be scheduled a preparation period of two hundred forty (240) minutes per week, scheduled in blocks of time of not less than 15 minutes. The 210 minutes will be flexible under extenuating circumstances.
- C. All teachers shall be entitled to a duty free, uninterrupted lunch period equivalent to a regular class period but in no event less than 30 minutes.
- D. The Board of Education agrees to provide an employee for the supervision of morning, noon, and afternoon recess. Should the employee become ill on a particular day, teachers will be required to fill in. Should funding become unavailable and other revenues for securing a recess supervisor become exhausted, teachers will assume recess supervision responsibilities.
- E. Elementary teachers will receive \$49.00 per student, for each student over 22, according to the February 4th Friday count, per year. High school teachers will receive \$7.00 per student, per year, for every student over 154.
- F. Since teacher attendance at school functions is of the utmost importance to students, teachers are encouraged to attend functions which they are sponsoring or in which their students are involved.

ARTICLE XI

COMPENSABLE LEAVE

- A. The computation of a teacher's daily wage will be based on a school year of 183 duty days being divided into the salary of the teacher.
- B. Within the limits as specified below, pay for leave time will be provided by the Board. The primary concern is for periods of personal illness; however, in appropriate circumstances, bereavement, personal business and emergencies shall constitute legitimate use of compensable leave.
- C. Three (3) days may be used for personal purposes. Teacher's request must be made at least twenty-four (24) hours in advance of anticipated personal day except in cases of emergency. Unused personal days will be paid at \$65.00 per day at the end of the school year.

- D. A maximum of five (5) days per school year may be used for a death in the immediate family defined as: spouse, father, father-in-law, mother, mother-in-law, sister, brother, children or grandparents, (Exceptions will be considered).
- E. Any of the 10 sick days remaining at the end of the school year shall accumulate from year to year until one hundred (100) days have accrued. Any teacher who teaches less than a full daily schedule shall have sick days prorated on a fractional basis. These one hundred (100) days shall be placed in a sick bank for the individual teacher to use in case of illness.
- F. The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery. Absence due to illness in the bargaining unit member's family shall be deemed legitimate use of sick leave. Immediate family shall include the bargaining unit member's spouse, children or step-children, parents, spouse's parents, grandparents, or spouse's grandparents.
- G. A schedule of accrued sick and personal days shall be prepared and distributed by administration by October 15 of each year.

ARTICLE XII

LEAVE OF ABSENCE

- A. Leave of absence with pay chargeable against the teacher's sick leave allowance may be granted for the following reasons:
 - 1. When an emergency illness in the immediate family (defined as spouse and children) requires a teacher to make arrangements for necessary medical or nursing staff. (Exceptions will be considered.)
 - 2. The need to conduct personal affairs that cannot normally be handled outside school hours such as performance of religious obligations and medical and dental appointments.
- B. Leaves of absence with pay not chargeable against the teacher's sick leave allowance:
 - 1. A teacher called to jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
 - 2. Teachers may be granted a leave of absence for administration approved meetings, clinics, workshops, curriculum studies, or other conferences of an educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the administration.

3. Written applications for professional leave are to be submitted to the administration for approval at least one week in advance.

ARTICLE XIII

LEAVES OF ABSENCE WITHOUT PAY - NO INCREMENT

- A. Following six years of service, leave of absence for one year without pay shall be granted upon written application for the following purposes. No more than one teacher per year will be allowed a leave of absence. Seniority will determine leave of absence if two teachers apply in any given year. No increment will be granted for the unpaid leave.
 1. Study related to the teacher's licensed field.
 2. Study to meet eligibility requirements for a teaching certification other than held by the teacher.
 3. Study, research, or special teaching assignments involving probable advantage to the school system. The regular salary increment occurring during the leave shall be allowed.
 4. Other reasons for leave, such as extended family circumstances and educational travel, shall also be granted by the Board.
 5. Teaching in another school district in michigan is excluded from this section.
- B. Any teacher whose personal illness or disability extends beyond the period compensated under Article XI, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness or disability. Upon return from leave, a teacher shall be assigned to the same position or a substantially equivalent position.
- C. Family and medical leave in accordance with the Family and Medical Leave Act of 1993. This section shall not be construed as limiting the right of a teacher to elect and the right of the Board to require a teacher to substitute paid leave for unpaid leave in accordance with section 102, © (2) of the aforementioned legislation.
- D. Upon return from a leave covered in this section, the teacher will receive his/her former position or one which is equivalent in hours and for which he/she is qualified.

ARTICLE XIV

CHILD CARE LEAVES

- A. A leave of absence for up to one year without pay may be granted for a child care or adoption leave. Written application for such leave shall be received by the Superintendent no later than thirty (30) work days prior to the effective date of the commencement of the leave.
- B. When a teacher intends to return to work at the beginning of the school year following a leave, written notice must be given to the Superintendent no later than March 1st of the preceding year.
- C. Upon return from leave, the teacher will receive his/her former position or one which is equivalent and for which he/she is qualified.

ARTICLE XV

TEACHER EVALUATION

- A. The purposes of evaluation include, but are not limited to, the improvement of instruction and the fulfillment of the obligations of the Board of Education under the Teacher Tenure Act.
- B. The role of the evaluator includes providing the evaluated teacher with information and comments in order to:
 - 1. Identify and reinforce areas of competence and strengths,
 - 2. Identify areas of needed growth,
 - 3. Assist in setting goals,
 - 4. Make suggestions for improvements.
- C. PROBATIONARY TEACHERS:
 - 1. Probationary teachers will be evaluated each year of their probation.
 - a. The Board will ensure that the teacher is provided with an Individualized Development Plan (IDP) developed by appropriate administrative personnel in consultation with the individual teacher; and

- (1) b. The Board will ensure that the teacher is provided with at least one performance evaluation each year during the teacher's probationary period, including an annual year end performance evaluation; and
 1. The annual year end performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations for a class period or its equivalent held at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations is mutually agreed upon by the teacher and the Administration; and
 2. The performance evaluation shall include at least an assessment of the teacher's progress in meeting the goals of his/her Individualized Development Plan (IDP).
2. Failure of the school district to comply with any of Section 1, with respect to an individual probationary teacher in a particular school year, is conclusive evidence that the teacher's performance for that school year was satisfactory.

D. TENURED TEACHER

1. The Board will ensure that a teacher on continuing tenure is provided with a Performance Evaluation at least once every three (3) years; and
 2. If the teacher has received a less than satisfactory performance evaluation, the teacher will be provided with an Individualized Development Plan (IDP) developed by appropriate administrative personnel, in consultation with the individual teacher.
 3. The performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations conducted during the period covered by the evaluation and, if the teacher has an Individualized Development Plan (IDP), shall include at least an assessment of the teacher's progress in meeting the goals of his/her Individualized Development Plan (IDP).
 4. Failure of the school district to comply with any of the above sections concerning tenured teachers, with respect to an individual teacher in a particular three (3) year period is conclusive evidence that the teacher's performance for that period was satisfactory.
- E. The evaluation form shall be attached as Appendix D.
- F. All formal monitoring or observations of the work of a teacher shall be with the full knowledge of the bargaining unit member and shall be done in person and not through the use of covert means.

G. The evaluator shall hold a post-observation conference with the bargaining unit member for the purpose of clarifying the written report and recommendations.

H. MENTOR TEACHERS:

1. A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the school code and shall perform the duties of a master teacher as specified in the code.
2. Each bargaining unit member in his/her first three (3) years of employment shall be assigned a mentor teacher by the administration. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Only one probationary teacher will be assigned to a mentor per year.
3. Participation as a mentor teacher shall be voluntary.
4. If no teacher(s) volunteer to be mentors, the administration shall assign a teacher as mentor or shall hire someone from outside the district.
5. Every effort will be made to match mentor teachers and probationary teachers who work in the same building and have the same area of certification or work assignment.
6. A probationary teacher shall only be assigned to one (1) mentor teacher at a time.
7. Subject to renewal each year, the mentor teacher assignment shall be for one (1) year and will be reviewed by the school district each year with input from the mentor and the probationary teacher.
8. Upon request, the administration shall make available, when possible, reasonable release time so that the mentor teacher may work with the probationary teacher in his/her assignment during the regular work day.
9. Probationary teachers shall be provided with professional development instruction as required by law.
10. Mentor teachers shall be paid \$500.00.

ARTICLE XVI

PROTECTION OF TEACHERS

- A. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teacher recognizes that all disciplinary actions and methods invoked by them shall be reasonable and just, and in accordance with established Board policy. It shall be the responsibility of the teacher to report to his/her principal the names of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs assistance.
- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designee. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with any incident by law enforcement and judicial authorities. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- C. If a complaint is lodged with the Board or its designee by a parent concerning any action taken by a teacher, the Superintendent will notify the teacher of such complaint. The following steps will be taken:
1. A meeting will be held between the teacher and parent at the earliest possible time.
 2. If the complaint is not resolved at the original meeting, a conference will be scheduled, as soon as possible and practical between the teacher, Superintendent and parent.
 3. If still unresolved, the matter shall be brought to the Board for its investigation and final action.
 4. No written notice of any complaint directed toward a teacher shall be placed in any teacher's personnel file without the teachers knowledge. Copies of all such dated notices shall be provided to the teacher for signature within a reasonable period of time.
- The teacher may provide a written statement of the matter, within ten (10) school days from the date of notice. The Superintendent is urged to call such matters to the teacher's attention whenever they occur or whenever a problem seems to be developing.
- D. No written complaint against a teacher will be acted upon unless said complaint is in writing and bears the signature of the complainant.

- E. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable for damage or loss to person or property except in the case of gross negligence or neglect of duty.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. During inclement weather, or when schools are closed for any reason, teachers will not be required to report for duty.
 - 1. It is the intent of the Alba Public School System to provide 180 days of instruction with 183 teacher days. Extra days over the 180 that are not needed to make up for days lost due to inclement weather or unforeseen circumstances shall be dropped from the end of the school calendar.
- B. One day or more shall be allowed at the end of each semester for marking, grading and recording school report cards and records.
- C. If any provisions of this Agreement or any application of the Agreement to any employees shall be found contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect in the district at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.

This Agreement shall not be interpreted or applied to deprive teachers of professional advantage heretofore enjoyed unless expressly stated herein. This Agreement shall also not be interpreted to prohibit the Board from making program cuts should economic shortage or declining enrollment occur.
- E. In the event of a teacher absence, the Superintendent or designee shall have the responsibility of arranging for and contracting a substitute teacher for that day or days.
- F. The Board may require, once during the school year, a physician's statement, or at its expense, employ a physician and/or psychiatrist to conduct an appropriate examination to determine an employee's fitness.
- G. The NCLB/ESEA provides different ways for a teacher to be considered a highly qualified teacher. The board and the association will work together to inform all bargaining unit members about their options.

To that end, a committee of two teachers appointed by the association and two persons appointed by the administration shall be formed. The committee shall be named the ESEA Committee and shall study the credentials and assignments of all teachers in the district and issue a report by January 1, 2006 regarding which teachers meet/do not meet the ESEA requirements to be highly qualified. Teachers not meeting this standard will be informed of their options under the act. Teachers so informed shall notify the committee and superintendent of their choice of options by March 1, 2006. This committee is an advisory committee only.

A certification of fitness and a T.B. test will be filed in the teacher's personnel file.

ARTICLE XVIII

NEGOTIATIONS PROCEDURE

- A. It is contemplated that matters not specifically covered by this Agreement but of common concern of the parties shall be subject to professional negotiations between them from time to time, during the period of this Agreement, upon request by either party to the other. The parties undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.

APPENDIX A
SALARY SCHEDULE

<i>2006/07</i>	<i>Step</i>	<i>BA</i>	<i>BA+15</i>	<i>MA</i>	<i>MA+8</i>	<i>MA+15</i>
Increase:	1	26,561	27,579	28,587	29,130	29,606
2.25%	2	27,674	28,735	29,785	30,351	30,846
	3	28,833	29,939	31,033	31,622	32,139
	4	30,042	31,193	32,333	32,947	33,486
	5	31,300	32,500	33,688	34,328	34,889
	6	32,612	33,862	35,099	35,766	36,350
	7	33,978	35,281	36,570	37,265	37,874
	8	35,402	36,759	38,102	38,826	39,460
	9	36,885	38,299	39,699	40,453	41,114
	10	38,431	39,904	41,362	42,148	42,837
	11	40,041	41,576	43,095	43,914	44,631
Longevity	15	41,719	43,318	44,901	45,754	46,501
	20	43,805	45,484	47,146	48,041	48,826
	25	45,995	47,758	49,503	50,444	51,268
	30	48,295	50,146	51,978	52,966	53,831

<i>2007/08</i>	<i>Step</i>	<i>BA</i>	<i>BA+15</i>	<i>MA</i>	<i>MA+8</i>	<i>MA+15</i>
Increase:	1	27,159	28,199	29,230	29,785	30,273
2.25%	2	28,297	29,381	30,455	31,033	31,541
	3	29,483	30,612	31,731	32,333	32,863
	4	30,718	31,894	33,060	33,688	34,240
	5	32,005	33,231	34,446	35,100	35,675
	6	33,346	34,623	35,889	36,570	37,169
	7	34,743	36,074	37,393	38,103	38,727
	8	36,199	37,585	38,959	39,699	40,349
	9	37,716	39,160	40,592	41,362	42,040
	10	39,296	40,801	42,292	43,096	43,802
	11	40,942	42,510	44,065	44,901	45,637
Longevity	15	42,658	44,291	45,911	46,783	47,549
	20	44,791	46,506	48,206	49,122	49,927
	25	47,030	48,831	50,617	51,578	52,423
	30	49,382	51,273	53,148	54,157	55,044

ALBA PUBLIC SCHOOL

<i>2008/09</i>	<i>Step</i>	<i>BA</i>	<i>BA+15</i>	<i>MA</i>	<i>MA+8</i>	<i>MA+15</i>
Increase:	1	27,770	28,833	29,888	30,455	30,954
2.25%	2	28,934	30,042	31,140	31,731	32,251
	3	30,146	31,300	32,445	33,061	33,602
	4	31,409	32,612	33,804	34,446	35,010
	5	32,725	33,978	35,221	35,889	36,477
	6	34,096	35,402	36,696	37,393	38,006
	7	35,525	36,885	38,234	38,960	39,598
	8	37,013	38,431	39,836	40,592	41,257
	9	38,564	40,041	41,505	42,293	42,986
	10	40,180	41,719	43,244	44,065	44,787
	11	41,864	43,467	45,056	45,911	46,664
Longevity	15	43,618	45,288	46,944	47,835	48,619
	20	45,799	47,552	49,291	50,227	51,050
	25	48,089	49,930	51,756	52,738	53,602
	30	50,493	52,427	54,343	55,375	56,282

The IRS section 125 plan will be provided and paid for by the district.

APPENDIX B

HEALTH INSURANCE

- A. The Board shall provide, without cost to the bargaining unit member, MESSA Super Care I Pak, for the life of this contract, for the employee and his/her entire family and any other eligible dependents as defined by MESSA (See Appendix B). The Board will pay up to \$100.00 for family deductible per year, and up to \$50.00 for a single subscriber deductible per year. The Board will also pay the difference in prescription co-pay with the bargaining unit member being reimbursed after accumulating receipts totaling \$10.00. Prescription co-pay shall be reimbursed only over and above the initial \$.50 per prescription co-pay.
- B. All receipts will be collected by a designated bargaining unit member, who will be responsible for turning those receipts into the appropriate business office person designated by the Superintendent. For reimbursement, all receipts must be submitted to the business office ten (10) working days prior to the next regularly scheduled school board meeting and checks for those receipts will be given the day after the Board meeting.
- C. Health Insurance/MESSA PAK

The Board agrees to provide without cost to the bargaining unit member, for a full twelve month period for the employee and his/her eligible dependents, including

sponsored dependents, as defined by MESSA and its underwriter, the following options:

Plan A: MESSA Choices II – Starts 1/2007

\$5 preferred Rx, 50/100 Deductable W/bd. Pd. Ded. As per (A) and (B)
Above

LTD 66-2/3, 5000/Mo. Max, ALC/Drug 2 years,

Mental/Nervous same as any other illness

Delta Dental Plan D-004 60/60/60% - \$1,000 Ortho Max

Neg. life 20,000 (AD&D)

Vision VSPIII

Plan B:LTD - same

Delta Dental Plan A (Mod)/006 - 75/60/75% - \$1,200 Ortho Max

Neg. life 30,000 (AD&D)

Vision VSPIII

- D. Employees on Plan B of the MESSA Pak shall apply up to the amount of Super Med I Single Subscriber premium toward purchase of MESSA variable options, MEAFS annuities. Any amount exceeding the Board subsidy shall be payroll deducted. An open enrollment period shall be provided whenever premium or subsidy amounts change for the group.
- E. All fringe benefits shall be prorated for part-time employees covered by this Agreement. For instance, a half-time employee shall be eligible for one-half the dollar value of fringe benefits for which he/she would be eligible if he/she were a full-time employee.

APPENDIX C

EXTRA DUTY PAY

Extra duty assignments shall be entered into between the Board and the teachers on an annual basis. These assignments will be made annually at the discretion of the Board. Salaries for these assignments shall be determined according to the following percentages of the base B.A. pay specified within this contract.

Cheerleading	5.0%
Girls and Boys Varsity Basketball	9.0%
Boys Assistant Basketball	4.5%
Girls Assistant Basketball	4.5%
Jr. High Girls Basketball	4.5%
Jr. High Boys Basketball	4.5%
Baseball	4.0%
Softball	4.0%
Track	4.0%
Varsity Volleyball	7.0%
Skiing	\$8.00/trip
7th-8th Grade Sponsor	0.5%
9th Grade Sponsor	1.0%
10th Grade Sponsor	1.0%
11th Grade Sponsor	1.0%
12th Grade Sponsor	2.0%
Transportation Allowance	IRS Rate
Cross Country	4.0%
Yearbook Advisor	6.0%
School Musical	3.0%
Odyssey Of The Mind	2.0%
Computer Coordinator	12.0%
Student Council Advisor	3.0%

ALBA PUBLIC SCHOOLS PROFESSIONAL APPRAISAL REPORT

Teacher's Name _____ School _____
Date of Report _____ Evaluator _____

I. **Teaching Skills (CIRCLE ONE)**

- a. Knowledge of subject matter S U

Some examples (not a checklist):

1. Identifying how knowledge in a subject area is created, organized and linked to other disciplines.
2. Identifying the scope and sequence of the curriculum and the resource materials that keep it current, correct, comprehensive, and pertinent.
3. Responding to student inquiries about the subject and seeking further inquiry.
4. Presenting accurate information and giving examples from life experiences.

Comments and/or suggestions for improvement:

- b. Effective use of instructional techniques and methods S U

Some examples (not a checklist):

1. Analyzing lesson presentations and identifying when and how the learning theories of motivation, reinforcement, practice, retention, attribution, and transfer are used.
2. Creating lesson plans that demonstrate that all learning styles are incorporated into the delivery of each major concept.
3. Using differentiated learning activities to meet the needs of all students.
4. Identifying ways of presenting subject matter to students through use of analogies, metaphors, experiments, demonstrations, and illustrations.

Comments and/or suggestions for improvement:

- c. Evidence of advanced planning and organization S U

Some examples (not a checklist):

1. Developing daily, weekly, and course lesson plans which take into account school district curriculum, philosophy, subject matter requirements, student classroom composition, societal needs, and available resources.
2. Evaluating the success of lessons by determining how and to what extent students were lead from their knowledge base to new information.
3. Designing plans in accordance with acceptable models of teaching that reflect objectives, anticipatory sets, activities, and evaluations.

Comments and/or suggestions for improvement:

- d. Effective classroom management/discipline S U

Some examples (not a checklist):

1. Utilizing classroom instructional strategies that emphasize working relationships and cooperation.
2. Utilizing classroom management techniques that require students to resolve disagreements amicably.
3. Utilizing various conflict resolution skills in peer mediation and individual counseling as situations occur.
4. Focusing on strong collaboration methods which include good listening skills.
5. Respect shown by students for the teacher's authority.

Comments and/or suggestions for improvement:

- e. Ability to meet the needs of the various levels of ability among students S U

Some examples (not a checklist):

1. Implementing instructional strategies that take into account the physical, emotional, and intellectual abilities of students.
2. Organizing, delivering, and evaluating teaching strategies designed to address linguistic, musical, mathematical, spatial, kinesthetic, and personal kinds of intelligences.
3. Making appropriate adjustments, when necessary, to meet the needs and requirements of special education students.
4. Including special education students in the classroom and teaching regular education students the necessity of including all students in regular education programs.
5. Differentiating assignments according to interests and abilities of students.

6. Identifying non-traditional learning strategies and how they would be incorporated into lessons.

Comments and/or suggestions for improvement:

- f. Clear and concise explanations and assignments S U

Some examples (not a checklist):

1. Clear definition of tasks, goals/objectives, timelines and evaluation.
2. Student participation in planning, acceptance and performance.

Comments and/or suggestions for improvement:

- g. Willing to offer extra assistance to students S U

Some examples (not a checklist):

1. Utilizing multiple means of communication with parents, inviting parents to participate in classroom activities, and offering strategies for parents to assist in the education of their child.
2. Being available to students for extra help, instruction or counseling.
3. Contacting students/parents when necessary outside of regular school hours.
4. Actively participating with colleagues in school improvement activities, curriculum development, team teaching and collaboration.

Comments and/or suggestions for improvement:

- h. Administers a grading system that is fair and equitable S U

Some examples (not a checklist):

1. Compliance with Board Policy.
2. Consistency.
3. Being consistent with best practice models.
4. Rate of success of students.

Comments and/or suggestions for improvement:

- | | | | |
|----|--------------------------------|---|---|
| i. | Utilization of core curriculum | S | U |
|----|--------------------------------|---|---|

Some examples (not a checklist):

1. Adherence to and use of district goals, curriculum, texts and materials.
2. Participation in district-wide curriculum planning.

Comments and/or suggestions for improvement:

- | | | | |
|----|---|---|---|
| j. | Demonstrated knowledge of alternative assessments | S | U |
|----|---|---|---|

Some examples (not a checklist):

1. Setting curricular targets and determining the degree to which the targets have been met through the use of multiple assessment techniques.
2. Identifying and communicating student performance expectations and validating the degree to which the student met the expectations.
3. Analyzing a student portfolio of work and identifying the skills which should be taught next to the student.
4. Utilizing a variety of assessment instruments and procedures including norm-referenced tests, criteria-referenced tests, written papers, oral presentations, portfolios and other presentations.
5. Using assessment data to effectively plan learning activities.

Comments and/or suggestions for improvement:

- | | | | |
|----|-----------------------------------|---|---|
| k. | Commitment to professional growth | S | U |
|----|-----------------------------------|---|---|

Some examples (not a checklist):

1. Describing self-assessment methods, interpreting the results, and devising a plan for professional improvement.
2. Identifying, creating, and incorporating changing supplemental teaching materials continuously.
3. Using assessment of student achievement as guide for planning lessons.
4. Willingness to access professional development opportunities.
5. Participation in developing and attending in-service programs and activities.

Comments and/or suggestions for improvement:

1. Utilizes instructional technology S U

Some examples (not a checklist):

1. Describing, evaluating, and utilizing instructional technology that is available for the subject and stressing the value of technology in today's world.
2. Using technology for instruction, grading, and other classroom organization activities.
3. Assigning research projects that will necessitate the use of technology.
4. Using computer-supporting materials in instruction.

Comments and/or suggestions for improvement:

II. *Professional Performance (CIRCLE ONE)*

- a. Ability to work effectively with colleagues/administration S U

Some examples (not a checklist):

1. Providing both formal and informal assistance to beginning teachers, student teachers, and peers.
2. Systematically reviewing research journals, attending inservice workshops or university classes, and sharing that information with other educators.
3. Developing teaching plans which include collaborative elements across grade level and subject matter.

Comments and/or suggestions for improvement:

b. Reliable and conscientious relative to daily schedule S U

Some examples (not a checklist):

1. Punctuality.
2. Having students where they need to be, as appropriate.

Comments and/or suggestions for improvement:

c. Makes effort to attain goals as agreed upon by teacher and principal and provide evidence to support effort S U

Some examples (not a checklist):

1. Providing a plan for attainment of goals.
2. Making supportive evidence available to principal upon request.

Comments and/or suggestions for improvement:

d. Communicates regularly with parents S U

Some examples (not a checklist):

1. Inclusion of parents in school related endeavors.
2. Written communications informing parents of status of students, need for involvement, or remedial action on a timely basis.
3. Involvement of parents in disciplinary actions regarding their students.
4. Written and verbal communications are clear, concise, and positive.

Comments and/or suggestions for improvement:

e. Works to connect the classroom to the community S U

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

STEP III

A. Date Submitted to Board of Education: _____

B. Disposition of Board of Education or Designee: _____

Signature Date

STEP IV

A. Date submitted to Arbitration: _____

B. Disposition & Award of Arbitrator: _____

APPENDIX F

PAYROLL RESOLUTION

(Pursuant to Article VIII of the Master Agreement)

WHEREAS Internal Revenue Code (IRC) Section 414(h)(2) permits employer “pick-up” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS under the Michigan Public School Employees Retirement System (MPERS) plan conditions, members may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit.

NOW THEREFORE BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPERS;

BE IT FURTHER RESOLVED that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPERS retirement plan requirements.

This resolution shall have an effective date of _____, 199 ____.

REPORTING UNIT NAME: _____ (School District)

REPORTING UNIT NUMBER: _____

Approved by the Governing Board (school board)

DATE: _____

Secretary of the Governing Board (school board)

SIGNATURE _____ DATE _____

APPENDIX G

Election of Retirement and Universal Service Credit benefits under Article VIII
ADDITIONAL RETIREMENT CONTRIBUTIONS
PAYROLL AUTHORIZATION

A Michigan Public School Employees Retirement System (MPERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll.

I understand that my employer has adopted a resolution under the “pick-up” tax deferral provisions of Internal Revenue Code (IRC) Section 414 (h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution (and this agreement) shall take effect _____.
(today’s date)

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414 (h)(2) and my employer’s resolution.

1. Deductions are to be made from my salary, for a total of _____ months in the amounts of \$ _____ per month with a final payment of \$ _____.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: (a) payroll payments are completed, or (b) termination of employment.

REPORTING UNIT NAME (school district) _____ NUMBER _____

I irrevocably authorize the above payroll deductions under the conditions specified in my employer’s resolution and this authorization.

EMPLOYEE NAME _____

EMPLOYEE SOCIAL SECURITY NUMBER _____

EMPLOYEE SIGNATURE _____ DATE _____

2006-2007 School Calendar

August	28-29	Teacher Work Days
	31	Teacher Work Day
September	1	No School – Students or Teachers
	4	No School – Students or Teachers
	5	First Day for Students
	20	In-Service ½ Day Students
October	18	In-Service ½ Day Students
November	3	End of First Marking Period
	9	Parent/Teacher Conferences – ½ Day Students
	13	(Tentative) Staff Development Day – No School For Students
	23	Thanksgiving – No School – Students or Teachers
	24	No School – Students or Teachers
December	21	½ Day of School – Students and Teachers
	22-31	No School – Students or Teachers
January	1-2	No School – Students or Teachers
	3	School Resumes
	17	In-Service ½ Day Students
	19	End of Semester – ½ Day Students
February	14	In-Service ½ Day Students
	19	Mid-Winter Break – No School – Students or Teachers
March	8	Parent/Teacher Conferences – ½ Students
	21	In-Service ½ Day Students
	24	End of Third Marking Period
	26-30	Spring Break – No School
April	2	School Resumes from Spring Break
	6	Good Friday – No School – Students or Teachers
May	28	Memorial Day – No School – Students or Teachers
June	1	Graduation
	7	Last Day for Students - ½ day Students
	8	Last Day for Teachers

2007-2008 School Calendar

August	27-29	Teacher Work Days
September	4 19	First Day for Students In-Service ½ Day Students
October	17	In-Service ½ Day Students
November	2 5 8 22 23	End of First Marking Period Staff Development Day – No School For Students Parent/Teacher Conferences – ½ Day Students Thanksgiving – No School – Students or Teachers No School – Students or Teachers
December	20 24-31	½ Day of School – Students and Teachers No School – Students or Teachers
January	1-2 3 16 18	No School – Students or Teachers School Resumes In-Service ½ Day Students End of Semester – ½ Day Students
February	18 20	Mid-Winter Break – No School – Students or Teachers In-Service ½ Day Students
March	6 19 21 28 31	Parent/Teacher Conferences – ½ Students In-Service ½ Day Students Good Friday – No School End of Third Marking Period Spring Break – No School
April	1-4 7	Spring Break – No School School Resumes from Spring Break
May	26 30	Memorial Day – No School – Students or Teachers Graduation
June	5 6	Last Day for Students - ½ day Students Last Day for Teachers

Alba Public School

2008-2009 School Calendar

August	25-27	Teacher Work Days
September	2 17	First Day for Students In-Service ½ Day Students
October	15 31	In-Service ½ Day Students End of First Marking Period
November	3 6 27 28	Staff Development Day – No School For Students Parent/Teacher Conferences – ½ Day Students Thanksgiving – No School – Students or Teachers No School – Students or Teachers
December	19 22-31	½ Day of School – Students and Teachers No School – Students or Teachers
January	1-2 5 21 23	No School – Students or Teachers School Resumes In-Service ½ Day Students End of Semester – ½ Day Students
February	16 18	Mid-Winter Break – No School – Students or Teachers In-Service ½ Day Students
March	5 18 27 30-31	Parent/Teacher Conferences – ½ Students In-Service ½ Day Students End of Third Marking Period Spring Break – No School
April	1-3 6 10	Spring Break – No School School Resumes from Spring Break Good Friday – No School
May	25 29	Memorial Day – No School – Students or Teachers Graduation
June	5 8	Last Day for Students - ½ day Students Last Day for Teachers

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 2006, and shall remain in effect until August 31, 2009.

NORTHERN MICHIGAN EDUCATION / ALBA PUBLIC SCHOOLS
ASSOCIATION/MEA/NEA BOARD OF EDUCATION

By _____ By _____
Chairperson President

By _____ By _____
NMEA Staff Director Vice-President

By _____ By _____
Chief Spokesperson Secretary

By _____ By _____
Chairperson, Treasurer

By _____ By _____
Negotiating Committee Member Trustee

By _____ By _____
Negotiating Committee Member Trustee

By _____ By _____
Negotiating Committee Member Trustee

Dated this _____ day of _____.

Letter of Understanding

For the purpose of longevity the board would agree to place Jeanette Giem on Step 15 and Bill Hutchinson on Step 25. This would assure that there would be no rollbacks on the salary schedule for any employee.

As of the 2000-01 School year.