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**2008-2010**

**MASTER CONTRACT**

*ALMA EDUCATION ASSOCIATION*

*and*

*ALMA BOARD OF EDUCATION*

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**ARTICLE 1 - RECOGNITION**

A. The Board recognizes the Association as the exclusive and sole bargaining representative for all regular and part-time certified teachers employed by the Board, excluding the superintendent, principals, assistant principals, director of finance, director of community education, human resources, grant writer, school nurse, athletic director, vocational director, temporary employees, substitute employees and other supervisor or administrative positions as set forth by the Board.

1. The term "board" as used in this agreement will mean the Alma Board of Education.
2. The term "association" as used in this agreement will mean the Alma Education Association.
3. The term "teacher" when used hereafter in the agreement will refer to all employees represented by the association in the bargaining unit as above defined. "Teacher" and "bargaining unit member" are synonymous.
4. The term "school district" and/or "Alma Public Schools" as used in this agreement will mean the Alma Public Schools, Alma, Michigan.

B. The board agrees not to negotiate with any teachers' organization other than the association for the duration of this agreement.

**ARTICLE 2 - TEACHER RIGHTS AND RESPONSIBILITIES**

A. Nothing contained herein will be construed to deny or restrict a tenured teacher any rights they may have under the Michigan General School Laws or applicable laws and regulations. The rights granted to teachers in this contract will be deemed to be in addition to those provided by the laws of the State of Michigan and the written policy of the Board.

B. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board will have the right to freely organize, join and support the Association for the purpose of engaging in negotiation. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board with the Association undertakes and agrees that it will neither directly nor indirectly discourage, coerce or deprive any teacher of the enjoyment of any rights conferred by Act 379 or other laws of Michigan or by the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership or non-membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or any written Board policy.

C. The provisions of this Agreement and the wages, hours, and terms and conditions of employment will be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or membership in or association with the activities of any employee organization. The Board and the Association pledge themselves to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to achieve full equality of educational opportunity for all pupils.

D. Each teacher will have the right, upon request, to review the contents of their own personnel file other than credentials and recommendations from previous employers. A representative of the Association may, at the teacher's request, be present at the review.

E. All teachers will assume responsibility for discipline in all school areas and when acting in any school sponsored function.

F. A teacher will be entitled, at the teacher's request, to have present a representative of the Association when being reprimanded, disciplined, reduced in rank or compensation. Any disciplinary action taken against a teacher will be with just and proper cause. Information forming the basis for disciplinary action will be made available to the teacher upon their

request. Corrective discipline will generally be implemented sequentially (least severe to most severe). Initial discipline may begin at any step depending on the nature and severity of the infraction.

G. As soon as possible after disciplinary action has taken place, a teacher will be informed in writing of the disciplinary action.

**ARTICLE 3 - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

A. The Association and its members will have the right to use school buildings at all hours agreed upon by the Association and superintendent or his/her designee for meetings. Bulletin boards in teachers' lounges and/or other established media of communication will be made available to Association members. Official Association materials to be posted will be signed by the appropriate Association officer.

B. The Board agrees to make available to the Association, upon request, copies of such reports as it may have concerning the financial resources of the district.

C. The Association may use its agents to give advice and counsel concerning any articles of this Agreement.

**ARTICLE 4 - BOARD RIGHTS AND RESPONSIBILITIES**

A. Nothing contained herein will be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations. It is expressly agreed that all rights, powers and authority which ordinarily vest in and have been or will be exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, will continue to vest exclusively in and be exercised exclusively by the Board and its agents. Such rights will include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the schools' business.
2. Continue its rights of assignment and direction of work of all its personnel.
3. The right to direct the working forces, including the right to hire, promote, suspend, discharge, transfer, and lay off employees, and determine the size of the work force.
4. Determine services, supplies, and equipment necessary.
5. Adopt rules and policies and regulations.
6. Determine qualifications of employees.
7. Determine the number and locations or re-locations of its facilities.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its function, and authority.

B. The exercise of the foregoing rights will be limited only by the specific and express terms of the Agreement and then only to the extent such terms hereof are in accordance with the Laws and Constitution of the State of Michigan and the Law and Constitution of the United States.

**ARTICLE 5 - ACADEMIC FREEDOM**

A. The Board of Education by law is responsible for establishing the school curriculum and program of instruction. All course offerings will be taught on the basis of Board approved objectives. Teachers are encouraged to make recommendations regarding objectives, materials and methods used for instruction of students.

B. The Board gives the teaching staff reasonable latitude to develop lesson plans and instructional strategies to accomplish course objectives, provided they fall within the expectations of the community and Board of Education.

C. The Board and Association recognize that to maximize student academic achievement, the home and school must work cooperatively together.

**ARTICLE 6 - ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION**

A. Each teacher will, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the association or pay to the association the service fee allowed by law. The teacher may authorize payroll deduction for such fee. In the event that the teacher will not pay such service fee directly to the association or authorize payment through payroll deduction, the Board will, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the association, deduct the service fee from the teacher's wages and remit same to the association. Payroll deductions made pursuant to this provision will be made in equal amounts, as nearly as may be, from the paychecks of each teacher. Monies so deducted will be remitted to the association or its designee, no later than twenty (20) days following deduction.

B. Within 30 days of hiring a bargaining unit teacher, the name of the teacher will be sent to the association.

C. The Association will also certify to the Board at the beginning of each school year the amount of the monthly representation service fee to be deducted, which amount will be directly attributable to the costs of collective bargaining representation, contract administration and grievance adjustment but not more than the amount of dues uniformly required of members of the Association. These amounts so certified and deducted will be forwarded to the Association, provided that when a teacher objects to the legitimacy of such a deduction, the deduction will be discontinued until a determination of the legitimacy of the deduction has been adjudicated to finality in the proper administrative and/or judicial forums.

D. The Association agrees to indemnify and save the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including back pay and all court or administrative agency costs that may arise out of or by reason of action by the board for the purpose of complying with this article. It is specifically and expressly agreed that any payment for the specified reason will be made directly from the Association to the demanding party and at no time will the Board be obligated to pay out any monies for any reason associated with the provisions of this Article.

**ARTICLE 7 - TEACHING HOURS AND CLASS LOAD**

A. Teacher Work Day/Work Year

It is recognized that the teacher's work obligation goes significantly beyond the time spent in actual classroom instruction. In addition to and in support of their classroom obligations, teachers: grade student assignments and exams; meet with parents, students, and others in addressing particular needs; participate in various planning activities in their buildings; and perform other tasks which may be necessary to effective delivery of instruction. Flexibility is given to teachers in meeting these obligations.

It is understood that the best decision making process at the building and district levels is through a broad base of participation to create a high level of collaboration. Failure to participate will not inhibit the opportunity or responsibility of the Board and/or administration to make policy, program, or operational decisions.

Within this framework, the following specific provisions apply:

1. The teacher's work day will be seven (7) hours and twenty (20) minutes, which will include a thirty (30) minute duty free lunch period. The work year is outlined in Article 31 of this contract.
2. In establishing building and individual work schedules, the following considerations will apply:

- a. Daily schedules will allow a minimum duty free break of thirty minutes for lunch.
  - b. Weekly schedules will allow for a minimum of two hundred twenty-five (225) minutes for conference, planning, and preparation. In addition to the daily fifteen (15) minute recess period each elementary classroom teacher will receive a minimum of five (5) thirty-five (35) minute specials each week for planning time. Every effort will be made to schedule the specials at one per day, however, it is understood that this is not always possible.
3. Any teacher desiring to leave their assigned building prior to the completion of their daily schedule, will first secure permission of their immediate supervisor or designee.
  4. Teachers are expected to attend parent conferences and I.E.P. 's scheduled by their supervisor(s); these conferences will begin no later than 3:45 p.m.; with none being scheduled on Friday afternoons.
  5. Non-teaching professional personnel covered by this contract will have professional obligations comparable in scope to those of classroom teachers.
- B. On days when school is delayed, teachers report fifteen (15) minutes before school starts for the students. On early release days, teachers will remain until after the last bus leaves.
- C. Teachers of half-day programs will have two (2) fifteen (15) minute recess periods for the purpose of planning. Teachers of Grades K-5 will have one (1) fifteen (15) minute recess period for the purpose of planning.
- Elementary teachers are not responsible for recess supervision during that one (1) fifteen (15) minute recess. Should a teacher choose to supervise a recess during that planning time, they will be paid at their per diem rate for the time worked. Kindergarten teachers may have one (1) additional fifteen (15) minute recess but will be responsible for supervising that recess at no additional compensation.
- D. Absences, including the absence of an elementary art, music, or physical education teacher, requiring coverage, of which the administration has received adequate notice, will be covered by substitutes, except where none can be obtained and the lack is beyond the control of the administration. In such cases, the teacher at the Elementary and Middle School assigned the responsibility will receive \$20.00 per class period (one-half period to full period) and \$10.00 for up to a half a class period covered; the teacher at the High School will receive \$30.00 (one half block to a full block), and \$15.00 for up to a half a block covered. This compensation being in addition to said teacher's contracted salary.
- E. The principal will have the authority to make temporary assignments of any teacher if an absence arises within the regular working day. In such cases the teacher assigned an extra load will receive compensation as outlined in Section D. (Article 7-Section E does not apply to Alma Adult Education)
- F. Assignments in addition to teaching a normal teaching schedule during the regular school year, including driver education and extra duties enumerated in Schedule B, will not be obligatory but will be with the consent of the teacher. Although these positions will normally be filled with bargaining unit members, the Board reserves the right to hire outside candidates over internal candidates where the Board deems this may be in the best interest of the School District. If a person is hired by the Board outside the bargaining unit, they will hold the position until they are terminated by the Board, at which time that position will be re-established as a Schedule B item. It is understood that compensation for these positions will not exceed that established in Schedule B or Schedule C.

G. Extracurricular Assignments

Teachers in grades PK-12 will be responsible to cover three (3) extracurricular events per year within their building. Each teacher will be afforded the opportunity to volunteer for those assignments they wish to cover. Teachers working additional events on a voluntary basis will be paid \$10.00 per event. Those teachers with previous experience in an area will receive preference over a person without experience when more than one teacher volunteers for a specific position. Assignments may be made by the principal, or designee, to cover those positions for which volunteers cannot be found. These will be made as fairly and as equitably as possible. High school athletic requirements will be excluded from the extracurricular list. Those high school teachers assuming non-Schedule B class advisor positions or sponsors for approved organizations will have met the requirements of this article. List of events/options will be agreed upon by the Board and the AEA. (Article 7-Section G does not apply to Alma Adult Education)

H. All teachers will receive a pass which will admit the teacher and one other person to all athletic events sponsored by Alma Public Schools.

**ARTICLE 8 - CLASS SIZE**

A. Young 5's - Grade 5 -- If two weeks from the school starting date the teacher-pupil ratio exceeds the number stated in the contract, a half-hour of parapro time per child per day overload will be provided. The Board may provide extra staff or materials in a particular building or classroom for the purpose of improving the learning process.

Young 5's	-	18 - 1
K-6	-	30 - 1

Class size will be determined on a home room basis.  
(Article 8-Section A does not apply to Alma Adult Education)  
(Reference Letter of Agreement regarding class size)

B. Grades 6 - 12. With the exception of band and music, the average pupil/teacher ratio will not exceed 28-1 without extra compensation to the teacher. In Physical Education classes, the average pupil/teacher ratio will not exceed 35-1. (Average pupil/teacher ratio will be decided by dividing the total number of students taught in the day by the number of periods taught per day.) This determination will be made as of the Fourth (4th) Wednesday count day.

In the event the average pupil/teacher ratio exceeds those limits, the teacher will be paid an extra three (3) dollars per pupil per day. (Example: If ratio was 28.5, the teacher would receive  $\$3.00 \times .5 \times 182 = \$273.00$ )

(Article 8 - Section B does not apply to Alma Adult Education.)

C. Grades 6 - 12. No class, with the exception of music, co-op, and band will exceed 35 students without the teacher's permission. In the event the teacher agrees to take an extra student(s) beyond the 35, that teacher would be paid an extra one (1) dollar per student per day.

(Article 8 - Section C does not apply to Alma Adult Education.)

D. Alma Alternative Education will have no additional compensation for additional students in class.

**ARTICLE 9 - TEACHING CONDITIONS**

A. Teachers in instructional areas that require special uniforms or protective garments may request in writing to the principal, not more than two suitable garments, to be paid for and cleaned when needed by the Board.

1. Undergarments, footwear, head or hand gear are not deemed essential parts of the uniform.
2. The garments will be replaced upon presentation of evidence to principal that the garment has been worn out or



destroyed. All remain property of Alma Public Schools.

3. These garments will be worn only on the job.

4. Exceptions will be made with the recommendation of the building principal and approval of the superintendent.

B. The Board will make available in each school building rest room and lavatory facilities and a lounge for staff use. No smoking will be permitted in these facilities and lounges. It is not required that a lounge be provided for Alma Alternative Education staff.

C. Adequate off-street parking facilities will be provided, properly maintained and identified for staff and visitor use.

D. Upon request of the individual building teachers to their building principals, vending machines may be installed in teacher lounges or other designated areas upon being approved by the building principals. The profits from all such machines will be remitted to a general teachers' building activity fund. It will be the teachers' responsibility to properly account for the funds, maintain the machines and see that the area is kept in a neat and orderly fashion.

#### **ARTICLE 10 - STUDENT DISCIPLINE AND TEACHER PROTECTION**

A. The Board recognizes its responsibility to support and assist teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the assistance of special counselors, social workers, special education staff, law enforcement personnel, physicians, or other professional persons, the Board will take reasonable steps to support the teacher with respect to such pupil. It is the responsibility of the teacher to inform the building principal of such needs.

B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained; however, when acting in the scope of their duties, a teacher may use such force as is necessary:

1. to restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district functions within a school or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.
2. for self-defense or the defense of another.
3. to prevent a pupil from inflicting harm on himself or herself.
4. to quell a disturbance that threatens physical injury to any person.
5. to obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
6. to protect property.

C. A teacher may exclude a pupil from their class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal with knowledge of the exclusion and as promptly as possible, full particulars of the incident. The report will be presented, in writing, within 24 hours upon request of the principal. The affected pupil will be readmitted to the classroom only upon written authorization of the principal. Written guidelines from the principal for the future handling of this case may be requested by the teacher.

D. It will be the teacher's responsibility to follow established building procedures and policy for the handling of student discipline.

E. Individual records will be maintained on student discipline and will be available to teachers as an aid in determining

disciplinary recommendations concerning particular pupils.

F. Any case of assault or legal action upon a teacher while acting within the scope of their duties will be promptly reported to the Board or its designated representative. The Board will render all reasonable assistance to the teacher in connection with the incident by law enforcement and judicial authority.

G. The board will reimburse a teacher for any loss, damage or destruction of personal effects (including clothing) that results from assault upon the teacher while acting within the scope of their duties, provided the teacher has not acted negligently. In case of other losses, the board will cooperate whenever possible with authorities in an effort to aid teachers in the recovery of losses while the teachers are acting within the scope of their duties without negligence.

H. Time lost by a teacher in connection with any incident in Section A through E above will be handled as follows:

1. Time for appearance before a judicial body or legal authority will result in no loss of wages or reduction in accumulated leave.
2. In case of disability, the teacher's wages and benefits will continue in full up to six months, without reduction in accumulated leave, until worker's compensation payments begin.
3. In the event of total disability due to incidents in connection with this article, the Board will pay up to six months, to the teacher, the difference between the compensation payment and the contractual salary of the teacher without reduction of accumulated leave.
4. It being agreed that where a teacher is finally adjudged guilty of a criminal charge or has a judgment entered against him/her in a civil case as related to the incident, the Board has no further responsibility for pay or loss of accumulated leave.

I. No action against a teacher will be taken on a basis of a complaint by a parent or student, nor any notice thereof will be included in the teacher's personnel file unless the matter is reported to the teacher in writing.

**ARTICLE 11 - PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

A. Any teacher who is employed by the Board must meet certification requirements for the State of Michigan.

B. Teachers will be assigned within the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause, and the Association will be notified in each instance with a written statement of reasons for such assignment.

- C. Prior to the end of the school year teachers will receive tentative written notice of their schedules for the forthcoming year. If changes in assignment become necessary due to transfers or recalls, teachers will be promptly notified of the subsequent change. When a position is eliminated in a PK-6 building the following procedure will be followed:
- a. Volunteers from the grade level will be requested to fill the open position.
  - b. If a volunteer from the grade level is not found a volunteer from the building will be requested to fill the open position.
  - c. If no volunteer from the building is available, the lowest seniored person in the building will be displaced to the open position. (This may occur only if the least senior teacher is certified and qualified for the open position)

D. Special Shared-Time Assignments

1. Special shared-time assignments for periods of one (1) year may be granted by the Board for tenure teachers.

Special shared-time assignments are to be granted primarily to compensate for over-staffing caused by decline in student enrollments or for other financial conditions in the district. All shared-time assignments will be made with the full knowledge of the Association and will not result in compensation beyond normal teacher wages and said teacher will be responsible for full Association dues.

2. Tenure teachers with special shared-time assignments are to be returned to full, active status in the same or similar position held at the time the special assignment was granted, provided that the teacher would have been employed if this special assignment had not occurred.
3. Time-Shared Teaching Assignment - Open to tenured teachers with the following stipulations:
  - A. Will not incur additional cost to the District than is already allocated.
  - B. Neither will receive duty free lunch time as part of daily schedule.
  - C. Each will be required to complete 1.5 contractual extracurricular assignments.
  - D. Each will attend at least one staff meeting per month.
  - E. Each will participate in 50% of required Parent-Teacher Conference Time and Open House time.
  - F. Payment for health, dental, and vision benefits will be 50% of regular contract.
  - G. Seniority will be accrued as a full year of service.
  - H. Step increase will be point five (.5) or one (1) step every two (2) years.
  - I. I.E.P.'s will be scheduled to coincide with time-shared teacher's schedule.
  - J. Should, after the trial year, either teacher desire to return to full-time status, that teacher will have the right to request a transfer to the first available open position for which he/she is certified and qualified.
  - K. The remaining .5 position is not guaranteed unless the scheduling needs of the District can maintain the position without additional cost to the District.

E. Definitions

1. Certification:

Certification will mean state certification in grade level and major or minor fields.
2. Qualification:
  - a. Qualification will mean major or minor in the field or North Central Accreditation requirements; a minimum of three (3) of the last five (5) years' experience in the subject matter for 7th and 8th grades in Alma, or a specialist in a vocational/industrial education subject, or where a program requires specific training.
  - b. Certification and qualification for Alma Alternative Education teachers will meet the state requirements for adult education.
3. Seniority:

Teachers on the seniority list as of June 30, 1990, will maintain their seniority date and placement on the list as previously established. Beginning with July 1, 1990, seniority will be determined by the total length of service in Alma Public Schools and will begin on the teacher's first work day. Current Alma Alternative Education bargaining unit members will have March 29, 1996 as their seniority date. Teachers hired after March 29, 1996, their seniority date will begin on the teacher's first work day.

  - a. During the probationary period as defined by the Teacher Tenure Act, a teacher will not accrue seniority. However, upon completion of the probationary period, a seniority date will be established to the original date of employment. During the probationary period, the teacher will be subject to transfer or layoff at the discretion of the Board of Education.
  - b. Seniority will accumulate during periods of approved leave and layoff.

- c. Beginning on July 1, 1990, in the case where two or more teachers have the same seniority date, the tie will be broken in the following order:
    - (1) The teacher with the greatest number of years of teaching experience in Alma Public Schools will be given preference.
    - (2) The teacher with the greatest number of years of regular teaching experience in other K-12 public school districts.
    - (3) The teacher with the earliest date of hire by Board action.
    - (4) For ties thereafter, a lottery will be held to determine the priority of position on the seniority list.
  - d. In September and May of each year, the Board will provide to the Association president the complete seniority list of bargaining unit members. The list will show the teacher's name and seniority date.
  - e. Seniority will be lost when a teacher is discharged for cause or terminated for any reason.
  - f. Teachers will lose their seniority if they have been laid off and are recalled to work but fail to notify their immediate supervisor ten (10) working days from the date of receiving notification of such vacancy by certified mail at their last known address. To protect their seniority, it is the teacher's responsibility to keep the personnel office informed of their current address and telephone number.
  - g. Teachers on less than full day contracts will be given the same seniority rights as those on full day contracts.
4. Administrators will not be able to enter into the bargaining unit work without permission (written) of the association.

**ARTICLE 12 - STUDENT TEACHING ASSIGNMENTS**

A. A committee consisting of a representative from the Board, college and administration and AEA will meet periodically to review and make recommendations as to student teaching policies. Supervisory teachers will be tenure teachers unless otherwise agreed upon by the Association and Board.

**ARTICLE 13 - TEACHER EVALUATION**

A. The building principal /supervisor or their designee is responsible for written evaluation of the teachers assigned to their building. This responsibility includes:

- 1. Orienting teachers, who are new to their building, to the evaluation procedure.
- 2. Discussing with teachers items to be included in their personnel file other than formal evaluations when requested by the teacher.
- 3. Providing each teacher and the superintendent with a copy of formal evaluation reports.
- 4. Probationary teachers - Three observations will occur for each formal evaluation period. During the first year each observation will be followed by a conference between evaluator and teacher. The first evaluation is due by December 1, and the second evaluation is due by April 25, but no less than sixty (60) days apart.
- 5. All formal observations will be in writing and a copy given to the teacher within five (5) business days of the observation. Final evaluations for tenured teachers must be completed by April 25<sup>th</sup> and followed up by a conference between evaluator and teacher. If the evaluation is not completed within this timeline, a written statement to that effect will be placed in the teacher's personnel file. If the teacher disagrees with the evaluation, he/she has five (5) business days to provide a written reaction or response to the evaluation. This will be attached to the evaluation.
- 6. Each formal observation of the teacher's instructional performance will not be for less than one-half hour, or the duration of a particular teaching unit. Informal observations may occur at any time and for any length of time.

7. Tenure teachers will be evaluated at least once every three years. Non-tenured teachers will be evaluated every year until tenure has been granted.
8. If the evaluator finds teacher deficient in some area of an observation or the evaluation report, the evaluator, in consultation with the teacher, will provide an individual development plan (IDP).
9. A teacher found to be deficient in some area of the evaluation report may be provided a mentor to be agreed upon by the teacher, the proposed mentor, and the principal.
10. If an evaluator finds a teacher deficient in some area of the formal evaluation report, the reasons will be set forth in specific terms as part of an IDP. The evaluator will provide definite, positive assistance to rectify professional difficulties to teachers receiving sub-standard evaluations. The process for the plan development will be in place within one week, with a final plan in place within 30 days of notification of an unsatisfactory evaluation.

B. Final decision on the status of probationary and tenure teachers will rest with the Board.

**ARTICLE 14 - OPEN POSITIONS, VACANCIES AND TRANSFERS**

A. For purposes of this agreement, a vacancy will be defined as follows:

1. The Board has determined a position exists that it wishes to fill.
2. A position exists that is in excess of the total number of teachers employed (including teachers on lay-off and leave).
3. A position exists that was previously held by a bargaining unit member whose employment with the Board has been severed.
4. A newly created position in the bargaining unit exists.

B. Vacancies will be posted on a designated bulletin board in each building along with a copy of such posting faxed to the Alma Education Association President and Corresponding Secretary at least ten (10) business days before a position is filled. From August 1 until the start of the student year, the posting period will be a minimum of five (5) business days. Any new positions will be posted with accompanying job descriptions. Teachers may apply by submitting a resume to the Superintendent or his designee and may be interviewed for the position. If after interviewing, a satisfactory teacher cannot be hired, the position may be filled by a long-term substitute. The position will continue to be posted until a satisfactory candidate has been hired.

C. Teachers of elementary art, fitness, music, speech, guidance and language will be allowed to select Pine Avenue, Hillcrest, or Luce Road as a home building. School social workers may designate any building level. This selection will be made in writing to the superintendent by the first day of school. The selection for reassignment purposes will be permanent. These teachers will be required to attend staff meetings and participate in school improvement activities, etc. at that building. These teachers will be evaluated by the Principal of the selected building.

D. Positions in the bargaining unit will be filled on the basis of competency, qualifications of the applicant and seniority within the District. When competency and qualifications are substantially equal, seniority will be a consideration, but not an absolute. Should the most senior person not be assigned the position, the Building Principal will give written reason for denying the position.

E. When a teacher is displaced, he/she will be assigned an open position or may choose the position of the least senior teacher for which he/she is qualified and certified. (This may occur only if the least senior teacher is certified and qualified for the vacant position.) A teacher who has been displaced or involuntarily transferred out of a position will have the right to that position if it becomes available within a two year time frame. It will be the responsibility of the teacher to submit a written request for return to that position to the Superintendent.

When a teacher is involuntarily transferred out of a position, he/she will be assigned a position for which he/she is qualified and certified with the approval of the Superintendent and knowledge of the AEA. (Involuntary - Compulsory - done contrary to or without choice. Section E: Involuntary transfer will be made only in the case of an emergency or when it is observed to be in the best interest of the teacher. Should not allow choosing the position of a less senior teacher.)

F. Teachers will be notified thirty (30) days prior to the commencement of school if there is a change in their teaching assignment. This will apply to teachers of a given grade level, K-8, and to any teacher if the change in assignment affects over half of his/her teaching day.

G. Resignations. A copy of a teacher's resignation, upon acceptance by the Board, will be sent to the Association, with the superintendent's notation as to disposition.

H. The Alma Education Association and Board of Education recognize that situations may occur that are not covered under this article wording. If such a situation arises, the AEA and Board of Education will mutually agree on a solution.

#### **ARTICLE 15 - LAYOFF AND RECALL**

A. In the event that it becomes necessary to reduce the number of employees within a given subject area, field, or program, or due to the elimination or consolidation of positions (at any time), the Board will retain in full-time positions those teachers with the greatest seniority in the district when they are fully certified and qualified for the positions.

1. Layoff will occur in the following order:
  - a. First, the Board will request volunteers for leaves of absence through a general notice to the membership.
  - b. Second, persons holding temporary certificates will be the first laid off.
  - c. Third, probationary teachers in reverse order of their date of employment will be laid off.
  - d. Fourth, non-probationary teachers in reverse order of their seniority will be laid off.
2. Layoffs occurring at the Alma Alternative Education or K-12 regular education will be handled within that specific group.

B. Recall will be determined on the same criteria as layoff, and will be in reverse order of layoff.

1. Teachers called back to a bargaining unit position after layoff are obligated to take the position assigned to them by the school district. This may or may not necessarily be the position which they occupied prior to their layoff. When a teacher on layoff is offered employment of a substantially similar type for which they possess the skills, ability and certification, and the position is refused, the Board has no further obligation to offer other employment to the teacher at a future time.
2. No new teacher will be hired until all eligible staff on leave or layoff have been offered an opportunity to return to active employment as provided in the above sections, except when there is no laid off teacher or teacher on leave who has the necessary skills, ability and certification for an identified teaching vacancy.
3. A recall list will be maintained for three years as provided for by the Michigan Tenure Act.

#### **ARTICLE 16 - CONTINUITY OF OPERATIONS**

A. The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

B. Nothing in this article will require the Board to keep schools open in the event of severe and inclement weather or other conditions not within the control of the school authorities and nothing will require teachers to report to work under such

circumstances. Should a closing(s), because of conditions not within the control of school authorities, require the scheduling of an additional day(s) of student instruction to meet the annual minimum days of instruction required by law so as to qualify the Employer for full state aid, such instructional additional days will be rescheduled as provided for in the calendar and at the end of the student school year if necessary.

C. During the term of this Agreement, neither the Association nor any persons acting in its behalf will cause, authorize or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of the teacher from their position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment) for any purpose whatsoever.

1. Violation of this Section by any teacher or group of teachers will constitute just cause for discharge and/or the imposition of discipline or penalties.

D. When an individual school building is closed because of emergency conditions (i.e., boiler failure, electrical failure, etc.), the superintendent of schools or their designated representative may require any or all of the teachers of the building to report for duty as the needs of the school system dictate. However, no teacher will be assigned to teach at a level other than that covered by their certificate.

E. If teachers work on a day which cannot be counted for state aid due to low student attendance, the teachers will be paid at their daily rate for each day that has to be made up. Alma Alternative Education will continue past practices regarding attendance days.

#### **ARTICLE 17 - LEAVES - GENERAL PROVISIONS**

A. It is agreed that the use of leave days will be strictly confined to the legitimate purposes specified in this Agreement. It is understood that any teacher found to have violated this restriction may be subject to disciplinary action as stated in Article 2-F.

B. The Board recognizes the right of employees to take unpaid leave in accordance with the Family and Medical Leave Act of 1993, and regulations thereunder.

#### **ARTICLE 18 - SICK LEAVE**

A. Teachers will be credited with ten (10) sick leave days at the beginning of each school year. Sick leave, remaining at the end of the school year, will be accumulated to a maximum of not more than 60 days. Only sixty (60) accumulated sick days may be used in any one-year period. Any teacher who fails to complete ten (10) months of teaching will lose accumulated sick days at the rate of one (1) day per month for those months not taught. If, for any reason, a teacher does not complete his/her contract, adjustments will be made in the teacher's last pay to reimburse the District for any days used in excess of sick days earned. Alma Alternative Education teachers will keep sick days accumulated since July 8, 1994.

1. Sick leave may be used for personal or family illness. For all absences the teacher is required to notify the school administration, or his/her designee, upon first knowledge of the necessity for the absence but not later than 6:30 a.m.

B. Teachers, with written approval of the superintendent, may voluntarily give up a maximum of three (3) days of their accumulated sick leave each school year to another teacher only if that teacher has run out of sick days.

#### **ARTICLE 19 - FUNERAL LEAVE**

A. A teacher will be allowed up to three (3) working days as funeral leave days not to be deducted from sick leave in the case of death of a teacher's father, mother, father-in-law, mother-in-law, spouse, children, grandchildren, brother, sister, grandmother, or grandfather. The amount of days which will be approved will depend upon the travel and circumstances involved.

B. Additional days may be requested from the superintendent to be taken for wife or husband, son, daughter, mother or father not to be deducted from sick leave.

C. The superintendent, assistant superintendent, or building principal may allow leave for funerals of persons other than immediate family, not to be deducted from sick leave.

**ARTICLE 20 - PERSONAL LEAVE**

A. Teachers will be credited with two (2) personal leave days at the beginning of each school year. Unused personal leave days remaining at the end of the school year will be carried forward at a rate of two days per year to a maximum of four (4) days available in any one school year. Such leave will require at least two (2) days' written notice to the principal or immediate supervisor, but this stipulation may be waived in cases of emergency. Also, such leave will not be used immediately prior to or following a vacation. These stipulations may be waived by the superintendent. Approval may be granted except in extenuating circumstances. Personal leave can only be taken under the following stipulations:

1. Personal leave is to be used for sound, pressing and unavoidable reasons only, and its proper use may be subject to verification at the request of the school administration if warranted by the teacher's previous attendance record, or if there is legitimate cause to suspect that the leave has been used improperly.
2. Personal leave days are not to be used for any purpose that one could construe to be a failure to accept one's professional responsibility and/or failure to conduct one's self in a professional or ethical manner.

B. Personal Leave to be used in no more than two-day blocks so as not to interrupt the educational continuity of the school district. Additional days may be requested from the building principal.

C. The Association will be allowed ten (10) days per year compensable leave for association business. The superintendent will be notified in writing two (2) days in advance of the persons designated by the Association.

**ARTICLE 21 - COORDINATED LEAVES**

A. Worker's Compensation -- A teacher who is absent due to an injury which is compensable under Worker's Compensation may use their accumulated sick leave on a proportional basis, to supplement the benefit received from Worker's Compensation, such that the amount of expendable income the teacher receives from Worker's Compensation and sick leave does not exceed the amount of expendable income the teacher would have received from their regular salary amount according to their placement on the salary schedule at the time of the injury. The obligation of the employer is only for the proportional amount necessary to supplement the maximum benefit provided to the teacher from Worker's Compensation until the teacher's accumulated sick leave is exhausted or the teacher is able to return to work, whichever happens first. Should this supplemental pay be found to be subject to the coordination requirements of Worker's Compensation, such that the amount of the Worker's Compensation benefit is reduced, the teacher will not be allowed the use of sick leave and will receive only the Worker's Compensation benefit provided by that statute.

B. Upon proper application by the teacher, and in compliance with the requirements of the insurance carriers, the Board agrees to pay premiums for health, dental, and vision insurance as provided in this agreement on behalf of the teacher during the first two years of disability covered by the worker's compensation insurance program.

**ARTICLE 22 - MILITARY SERVICE**

A. Military leaves will be granted and re-employment will be governed by the provisions of the "Universal Military Training Act".

B. If National Guard or Reserve encampment should occur during the school year, the teacher required to participate will be granted a temporary leave of absence. The teacher will receive their regular salary less the amount received from the government for each school day spent in emergency domestic service.

**ARTICLE 23 - UNPAID LEAVES**

A. Unpaid leave time will be provided as described below. Except in cases of disabilities, the leave will be a specific term.



However, should the term expire before the need for the leave ends, the Board may grant a continuance of the leave. The maximum allowed leave will be two (2) years.

B. Teachers, upon request will be granted regular leaves of absence for continuing education, physical or mental disabilities, child care, and other reasons as agreed to by the Board and association representation. Leaves for association representation will be for one (1) year and subject to annual renewal. The teacher must understand that the position they vacate will be considered an open position and will be posted accordingly.

C. Those persons on leave due to disabilities covered under Workmen's Compensation or the district's long term disability programs will be handled as follows:

1. Teachers will be carried as "active" during the contract year in which they begin receiving disability benefits. They will have the right to immediate return when physically able. All contract benefits except salary will accrue as if the teacher were on the job, working. Salary will be in accordance with the salary payment provisions of the insurance carrier.
2. Teachers remaining on disability for a second and/or third contract years will be placed on medical leave of absence. No contractual financial benefits will accrue except for benefits as provided by Article 21-B or Article 29-B. It is recognized by both parties to this Agreement that an employee's rights to continue participation in group insurance plans on a self pay basis are governed by various federal statutes, rules, and regulations which are commonly known as the "COBRA Rules".
3. A teacher who notifies the Board prior to August 1 of the first year, and May 1 of the second and third years in which they are on medical leave of absence, and at the same time provides the board with a medical release without restrictions, will have the right to return to a position for which they are certified, qualified and in accordance with seniority.
4. A teacher remaining on disability for a fourth contract year may lose all reemployment rights at the discretion of the Board.

D. Return from leave B The teacher is responsible to notify the superintendent on or before April 1 of the year they are on leave that they will be returning from the leave to assume active status as a teacher. Failure to give notice may result in termination. Teachers will be reinstated to the first available position for which they are certified and qualified. There is no guarantee the teacher will be returning to the position they held prior to their leave.

#### **ARTICLE 24 - SPECIAL LEAVES**

A. Special Leaves of Absence

1. Special leaves of absence for periods of one year each may be granted by the Board for tenure teachers. Special leaves are to be granted primarily to compensate for over staffing caused by decline in student enrollments or for other financial conditions in the district.
2. Tenure teachers on special leave, as differentiated from teachers on other leaves of absence, are to be returned to active status in the same or similar position held at the time the leave was granted, provided that the teacher would have been employed if the leave had not occurred. Positions held by teachers on special leaves will not be "vacant" as defined in this contract.
3. The position will be filled by qualified teachers in accordance with Article 14, Section A, or teachers on leave or on layoff. If no teachers are available in these categories, then the position may be filled from outside the bargaining unit. When the position is filled, that person must be notified in writing that the position is available for only one year. Except in cases of emergencies, applications in writing will be made by May 15 and notification will be made in accordance with Article 11-B. Teachers wishing to return to the position for which special leave of absence was

granted will notify the Board of their return by April 1 of the year they are on special leave. Failure to give notice may result in termination.

**ARTICLE 25 - PROFESSIONAL COMPENSATION**

- A. Placement and movement on Schedule A will be as follows:
1. Each newly hired teacher will be placed on Step 0, with the following exceptions:
    - a. A teacher being hired with past experience may be given one step on the index for each successive year of certified teaching experience up to eight (8) years. This placement will be optional between the teacher and the Board and not subject to the grievance procedure.
    - b. Up to three (3) steps on the index may be given for other experience at the discretion of the Board.
    - c. A step placement up to eight (8) years may be offered based on years of experience, in order to attract candidates in certain specialty areas. If a teacher receiving such a step placement requests a transfer to another position before serving four (4) years in the position for which they were hired, that teacher may be frozen at their then current step for the balance of their initial four years of service.
    - d. A step placement above eight (8) years, with approval of the Association, may be offered in extenuating circumstances.
    - e. If a new teacher is hired after the start of the school year, but before or at the beginning of second semester, that teacher will move a step on Schedule A at the beginning of the second semester the next year.
  2. All full-time teachers will be paid according to their placement on Schedule A. All teachers with more than a half-time load will advance one step on the index for each year they teach; all teachers with a teaching load of half-time or less will advance one step for every two years of such assignment.
  3. A maximum of two (2) index steps will be given for military service if service within the system was interrupted.
  4. After completion of 16, 20, 24 and 27 years of service to Alma Public Schools, a teacher will be given an additional step on the index that their education level indicates. Longevity steps are stated in Schedule A as part of this contract.
  5. It will be the teacher's responsibility to see that a record of credits or courses to count towards movement on Schedule A is placed in their personnel file in the superintendent's office prior to September 1 to move at the beginning of the school year or prior to January 1 to move at the beginning of the second semester.
  6. Courses applying toward the MA+15 and MA+30 levels that are not on a degree program may be approved by the teacher's supervising principal. Upon request, the teacher will give a written report to their principal stating new ideas, concepts, methods, etc. that they have learned from the course and explaining how they plan to incorporate these ideas into their classroom teaching.
  7. Teachers at the High School will be paid on the basis of six (6) classes taught equal to 1.0 FTE @ 0.167 per class taught. Middle School teachers will be paid on the basis of five (5) classes taught per semester equal to 1.0 FTE @ 0.2 per class taught. Elementary teachers will normally be full time (1.0) FTE or half time (0.5) FTE. Planning time is not included in the calculation for compensation.
- B. Schedule A will reflect following increases:
- 1% stipend for 2008-09 paid retro upon ratification.

1% increase on schedule for 2009-10

C. Additional Teaching Load. An effort will be made to limit assignments beyond the normal teaching loads. However, if a teacher is assigned by the building principal to teach more than the normal teaching load established for the grade level, they will receive additional compensation for contact time in excess of such norms. The principal may make this assignment to the teacher if it does not exceed four preparations in any given semester. Assignments beyond this point will be by the consent of the teacher. The compensation per period for additional contact time will be determined by the following formula:

$$\frac{\text{Teacher's Schedule A Salary}}{\text{Normal Load at Teacher's Grade Level}} \times \text{Annual Hours Above Normal Load}$$

(Article 25-Section C does not apply to Alma Adult Education)

Overload will be based on the above for each additional class in the District. If taught for the entire year, it would be .167% of your current base salary at the High School and 0.2 at the Middle School.

$$\text{Daily Rate} = \frac{\text{Teacher Schedule A Salary}}{\text{Days of Contractual Obligation}}$$

(Article 31, Section A)

$$\text{Hourly Rate} = \frac{\text{Daily Rate}}{\text{Teacher Work Day}}$$

(Article 7, Section A1)

- D. Teachers will be paid in installments according to their choice using one of the following methods:
1. Twenty-one (21) equal bi-weekly installments.
  2. Twenty-six (26) equal bi-weekly installments.
  3. Twenty + one B 20 bi-weekly installments of 1/26 each and one (1) installment of 6/26, payable on the twenty-first (21st) pay.

E. Mileage. The Board agrees to reimburse those teachers required to use their car in the normal course of the day to perform their assigned responsibilities and those teachers who are on periodic assignments, a mileage allotment at the IRS standard rate per mile which was in effect at the previous July 1.

F. Expenses incurred by teachers approved to attend conferences, workshops, and conventions will be paid by the Board. Covered expenses will include registration fees, cost of lodging as substantiated by receipts, per diem rates for meals, and mileage at the at the IRS standard rate per mile which was in effect at the previous July 1. The per diem rates for meals will be \$6.00 for breakfast, \$8.00 for lunch, and \$14.00 for dinner. No per diem will be paid for any meal included in or purchased with a conference registration.

- G. Schedule "B" (Appendix B)
1. Schedule B is to be based on the BA scale. One year's experience in the activity equals one step on Schedule A. Credit for experience will be determined on the same basis as teaching experience in Article 25, Section A.
  2. Teachers will not acquire tenure status for positions under Schedule B.
  3. Schedule B positions will be reviewed annually to determine the desirability of employing a person in a Schedule B position. Enrollment of students, financial conditions of the school or other factors germane to the situation may be considered in determining whether or not the position should be filled. The decision to utilize a Schedule B position will be the responsibility of the building principal.

4. If there are losses in number of student participants and/or decline in funding sources and/or reduction in activities, the parties to this contract will meet to make adjustments in compensation levels of Schedule B.
  5. Additional position in Schedule B may be added by mutual agreement of the Board and Association.
- H. Driver education instructors will be paid in accordance with Schedule C in Appendix C.
- I. The Board of Education agrees to pay each teacher's Basic Retirement contribution to the State Retirement Fund for the duration of this contract in accordance with the Michigan School Retirement Act and subsequent implementation regulations and directives.
- J. The Board will make available any presently Board-approved tax sheltered annuity program to all teachers desiring to participate on a voluntary basis.
- K. Any teacher receiving extra compensation, apart from their regular salary, should contact the business office to make payment arrangements.
- L. For any break beginning after October 1, 1993, if a teacher receives unemployment compensation during a regular school break and returns without loss of pay, the teacher will reimburse the district the unemployment compensation received through a lump sum payment or by reduction of compensation otherwise payable under this agreement. Any reduction of compensation may be spread over the number of pay periods remaining for the fiscal year.

**ARTICLE 26 - HEALTH BENEFITS**

- A. The Board agrees to offer health insurance plan coverage for teachers under the terms set forth in this Article.
1. Participation will require proper application by the teacher.
  2. The benefit levels set forth are for full-time teachers and will be pro-rated for teachers with less than full-time assignments.
  3. The available plan of health insurance shall be Blue Cross Blue Shield Community Blue PPO Plan 1 with \$10/20 drug card, 80% Mental Health rider, and Dependent Care rider.

For 2008-09 and 2009-10 the board's contribution shall be 100% of the insurance premium. (Fully Paid)

In the event that a new contract is not in place by July 1, 2010, the Board will continue to pay the actual dollar amount only, established for the 2009-10 contract year. Any additional cost to the teacher will be postponed until the first pay for the 2010-11 school year and be spread over 21 pays if needed.

Employees will be responsible for premiums in excess of these amounts through payroll deduction.

- B. The Board will establish, pursuant to Section 125 of the Internal Revenue Code and any other applicable statutes, rules, and/or regulations, a "cafeteria" benefit plan which will offer eligible teachers a choice of benefits as follows:
1. Teachers not electing health coverage will be allowed two thousand dollars (\$2,000.00) to apply to the purchase of options available from the health insurance carrier, or to withdraw as additional cash compensation.
  2. If a teacher selects a health coverage options the cost of which exceeds the amount contributed by the Board, the teacher will be responsible for the additional cost. The teacher may make payment of such additional cost through a salary reduction agreement.

- C. No employee will be insured, either as a primary insured or as a dependent, under more than one health insurance plan sponsored by Alma Public Schools.
- D. The liability of the Board with respect to any insured benefits will be limited to the payment of premiums.
- E. It will be the responsibility of the teacher to inform the Board of any changes in their status that may affect their eligibility for insurance coverage.

**ARTICLE 27 - DENTAL/VISION BENEFITS**

- A. The Board agrees to offer dental and vision insurance plan coverage for teachers under the terms set forth in this Article.
  - 1. Participation will require proper application by the teacher.
  - 2. The benefit levels set forth are for full-time teachers and will be pro-rated for teachers with less than full-time assignments.
  - 3. The available plan of dental insurance will be Delta Dental (100:100:90)/\$1,000.00.
  - 4. The available plan of vision insurance will be VSP-2.
- B. For the term of this contract, the Board will pay the full premium per month per teacher for dental insurance and the full premium per month per teacher for the vision coverage for which the teacher qualifies, as determined by the carrier.
- C. The liability of the Board with respect to any insured benefits will be limited to the payment of premiums.
- D. It will be the responsibility of the teacher to inform the Board of any changes in their status that may affect their eligibility for insurance coverage.

**ARTICLE 28 - LIFE INSURANCE**

- A. Upon proper application by the teacher, the Board agrees to pay the premiums on a term life insurance policy of \$50,000 including a matching accidental death and dismemberment coverage.

**ARTICLE 29 - LONG-TERM DISABILITY**

- A. The Board agrees to provide each teacher with a long-term disability insurance program with the following characteristics:
  - 1. Sixty-six and two-thirds percent (66-2/3%) of basic compensation to a maximum benefit of three thousand eight hundred dollars \$3,800.00 per month.
  - 2. Elimination period of thirty (30) calendar days with modified fill.
  - 3. Alcohol/Drug abuse disabilities limited to two years.
  - 4. Disability from mental/nervous conditions treated the same as any other illness.
  - 5. Freeze on offsets.
- B. Upon proper application by the teacher, and in compliance with the requirements of the insurance carriers, the Board agrees to pay premiums for health, dental, and vision insurance as provided in this agreement on behalf the teacher during the first two years of disability covered by the long-term disability insurance program.

**ARTICLE 30 - RETIREMENT/DEATH BENEFIT**

A. When a teacher's employment with the Alma Public Schools reaches ten (10) years and retires from the district, the Board agrees to pay a cash benefit to the teacher, or to the teacher's estate consisting of the following:

- a. A payment of fifty percent (50%) of up to seventy (70) unused sick days if notice of resignation is given by May 1, or forty percent (40%) of up to seventy (70) unused sick days if notice of resignation is given after May 1. Superintendent may allow the fifty percent (50%) payout if failure to meet the May 1 deadline is due to development of unforeseen circumstances.

B. Five (5) additional sick days will be added to last year of employment for teachers who have submitted their retirement letter by April 1 and have completed twenty-five (25) years of employment with Alma Public Schools. The additional five (5) days cannot increase the accumulated total of unused sick days to more than seventy (70) days. For retirement prior to the end of the year, the five (5) days will be prorated. Deadline may be waived by Superintendent due to unforeseen circumstances.

### **ARTICLE 31 - SCHOOL CALENDAR AND MISCELLANEOUS**

A. Calendar:

For the 2009-10 school year the calendar will require one hundred eighty (180) contractual days. This calendar will consist of one hundred seventy four (174) teacher/student contact days, state mandated professional development days, parent-teacher conference time and open house time. The calendar will designate half days as identified by mutual agreement through the negotiating team to be used as teacher work time and/or parent/teacher conferences.

In addition to the Professional Development days and hours required by the established 2009-10 calendar, each bargaining unit member will be responsible for completing fifteen (15) Professional Development hours outside of contracted school hours. The activities will be developed by individual teachers or groups of teachers and discussed with building administration. Once the activity is approved and completed, the teacher(s) will report the Professional Development activity on the provided form. Ultimate approval must come from the building administration.

Calendar is subject to change according to state mandates.

Orientation/open house: All teachers will participate in a student/parent orientation/open house. This will be four hours scheduled in two hour-blocks subject to agreement between building principal and AEA building representative. All teachers will be expected to be in their classrooms to welcome parents and students. The high school will conduct an additional open house at the beginning of the second semester.

Parent/Teacher Conferences will be as follows:

Pre-School and Young 5's:

Two (2) sessions, six (6) hours each. The additional two (2) sessions of three (3) hours each will be paid at per diem rate if conducted after the regularly scheduled work day. If scheduled during the regular school day, using substitutes, no additional compensation will be offered.

Kindergarten - Elementary (K-5): Two (2) sessions, six (6) hours each

Middle School: Two (2) sessions, six (6) hours each

High School: Two (2) sessions, three (3) hours each

Kindergarten Round-Up:

Two (2) sessions, three (3) hours each at per diem rate.

Conference times will be set with agreement between building principal and AEA building representative.

1. Two meetings per month of up to seventy-five (75) minutes per meeting will be reserved for after school staff meetings for the superintendent of schools and principals. Dates and times for principal's meetings will be agreed upon by the principal and the building representative. District superintendent meetings will be agreed upon by the Superintendent and the Association President. Special meetings may be held within the working day. Attendance will be mandatory unless the teacher is excused in advance by the person calling such meeting.

(Alma Alternative Education staff will continue past practice regarding staff meetings.)

2. Should an emergency or any unforeseen incident cause a total count of less than the state mandated student days and/or hours of instruction, the teachers will work additional time necessary to guarantee the Board of Education the mandated number of count days and hours of instruction in accordance with State law and Michigan accounting directives and procedures.
  3. New teacher in-service will be provided at the discretion of the Board. Teachers new to the profession must participate in a minimum of fifteen (15) professional development days in their first three years of teaching.
  4. Administration will use the work day time at their discretion to ensure that programs and facilities are ready for students. Teachers will have their classrooms and program ready for the students.
  5. This calendar may be adjusted by written mutual consent of the superintendent of schools and association president.
  6. The details of the school calendar will be set forth in Appendix D.
- B. Teachers of elementary art, music and physical education will have the following considerations:
1. Scheduled rooms for instruction of art, music and physical education will take precedence over any other classes within that building. If a music or art room is not available, the gym, auditorium, or classroom will be available if scheduled one week in advance.
  2. Custodial duties will be scheduled to avoid interference with scheduled classes for the gym as nearly as possible.
  3. Elementary, art, music and physical education teachers begin teaching the first full day of school with students.
  4. A total amount of planning time equal to the regular elementary classroom teachers' planning time.
  5. Secretarial services, properly equipped offices, including clock, desks, files and phone, as a minimum in a proportionate amount as other teachers in the district.
- C. New Teacher Induction/Teacher Mentoring Process - General Understandings and Guidelines
1. Initiation, implementation and monitoring of the mentoring process is the responsibility of the district administration.
  2. The assignment of a mentor is done by the principal in consultation with the new teacher.
  3. Participation as a teacher mentor will be voluntary.
  4. Mentors will not be part of the district evaluation process for probationary teachers.
  5. A stipend will be paid to the mentor for each mentee as follows:
    - Year one - \$500
    - Year two - \$300
    - Year three - \$100

- a. It is recognized that the mentoring responsibilities are most likely to be reduced progressively in years two and three.
- b. Second and third year stipends may be maintained the same as year one with a mutual request by the mentor and mentee when additional assistance is needed.
- c. Released time will be provided at the discretion of the principal when requested by the mentor.

D. In case of a financial emergency that might influence cancellation of the Alma Alternative Education program, the Board may cancel the program or consider alternate compensation as long as the emergency exists. When the financial situation improves and the budget is balanced, the teacher compensation will return to Schedule A at the appropriate level.

**ARTICLE 32 - GRIEVANCE PROCEDURE**

A. A grievance may be filed by a teacher for any alleged violation of this contract and will be presented and adjusted in accordance with the following procedures.

B. A grievance must be presented by the aggrieved teacher through the teacher's building representative to the teacher's immediate supervisor within eight (8) school days from the date the alleged grievance occurred or eight (8) school days from the time the grievant first learned, or should have learned, of the occurrence in order to be a proper matter for the grievance procedure.

Step 1 a. At the first conference with the immediate supervisor, if this grievance is resolved either by withdrawal of the same by the teacher or by agreement of the parties, a written record will be made of the claimed grievance and its resolution and the Association and the Board will each have a copy of said record including the date of this alleged grievance and the date of disposition.

b. In the event the matter is not resolved informally the problem stated in writing may be submitted as a grievance to the principal of the school in which the grievance arises within thirteen (13) school days following the act or condition which is the basis of the grievance. Such written grievance will be on a form to be agreed upon by the Association and the Board and it will contain among other items to be agreed upon the following:

- 1) The name of the grievant, their department, their immediate supervisor and signature of the grievant or grievants.
- 2) Specific statement.
- 3) Synopsis of the facts giving rise to the alleged violation.
- 4) The section or subsections of this Agreement alleged to have been violated.
- 5) The date of alleged violation.
- 6) The relief requested.

c. Within five (5) school days after receiving the grievance, the principal will state the decision in writing, together with supporting reasons, and will furnish one copy to the grievant filing the grievance and a copy to the Association.

Step 2 If the grievance is not settled in Step One (1) above, it will be turned over to the AEA president under the direction of the grievance chairman, who may present it in writing to the superintendent of schools within ten



(10) school days after the last reply in Step 1 stating specifically why the disposition in Step 1 is not acceptable.

- a. Within ten (10) school days after delivery of the appeal, the superintendent will investigate the grievance, including giving all persons who participated in Step 1 and representatives from the Association a reasonable opportunity to be heard. Upon request of the superintendent or the Association, all parties will meet at the same time.
- b. Within ten (10) school days after the investigation and the superintendent has reviewed it with the Board, he/she will communicate in writing his/her decision, together with the supporting reasons, to the grievant, to the representative designated by the Association who participated in this step and to the principal.

Step 3

If the matter is not resolved after the foregoing steps have been taken, the Association president may refer the same to the Association executive Board.

- a. If the executive Board wishes to carry the matter further, it will, within ten (10) school days after the reply of the superintendent at Step 2, make a written request for meeting with the Board to try to resolve the grievance(s) (three representatives from each group). The purpose of the meeting is to consider fairly and in good faith any other methods of settlement might be mutually agreed upon. If, after such a meeting, the matter is not resolved and the executive committee wishes to carry it further, the executive committee may file a "notice of demand" for arbitration under the rules of the American Arbitration Association within ten (10) school days after the meeting with the Board.
- b. The arbitration will be conducted in accordance with the rules of the American Arbitration Association.
- c. There will be no appeal from an arbitrator's decision. Each such decision will be final and binding on the Association, its members, the teacher or teachers involved, and the Board.
- d. The arbitrator will make a judgment based upon the express terms of this Agreement and will have no authority to add to or subtract from any of the terms of this Agreement.
- e. The expenses of the arbitrator will be shared equally between the Board and the Association.

C. In all steps of the grievance procedure, when it becomes necessary for individuals to be involved during working hours, they will be excused with pay for that purpose. Every effort will be made to carry out the steps of the grievance procedure outside the normal school hours.

No teacher at any stage of the grievance procedure will be required to meet with any administration without Association representation.

D. Time Limits:

- a. Any grievance not answered by the employer within the time limits prescribed may be immediately lodged at the next higher level or taken directly to arbitration.
- b. Any grievance not advanced or appealed by the Association within the time limits nullifies the grievance without future recourse.
- c. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement in writing only for sound and unavoidable reasons.

E. Through the grievance procedures, the same written grievance will be used and the forwarding of the same will be only by endorsement of the disposition at various levels.

F. If a grievance is not settled by the last scheduled teacher work day, the remaining review days at each step will be extended into the administrative work days of the following week(s).

G. By mutual agreement, the parties to this agreement may start a grievance at any step of the grievance procedure.

**ARTICLE 33 - NEGOTIATION PROCEDURE**

A. Negotiations for a successor Agreement will begin not less than ninety (90) days prior to the expiration of this Agreement. 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. The Association will not engage in or encourage strike action of any type during the life of this contract.

B. During the term of this Agreement, either party may request meetings of the negotiating teams for the purpose of discussing matters of mutual interest and/or for considering possible amendments to this Agreement. If the chief negotiators or the superintendent and the president of AEA agree that such a meeting would be worthwhile, a meeting will be scheduled as soon as is practical. It is not presumed that negotiations under this provision will necessarily lead to modifications of the Agreement.

C. In any negotiations described in this article, 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 a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each will 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.

D. This Agreement may only be modified upon mutual consent of each party. Any such modification will be agreed to and reduced to writing by the respective negotiations teams, subject to proper ratification by the Association membership and Board of Education prior to becoming effective.

E. Nothing contained in this article will require either party to consent to re-opening any portion of this Agreement.

**ARTICLE 34 - EXTENT OF AGREEMENT**

A. If any provision of this Agreement or any application of the Agreement to any teacher or group or group of teachers will be found contrary to law, then such provision or application will be void except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

**ARTICLE 35 - DURATION OF AGREEMENT**

A. This Agreement will be in effect as of September 3, 2009 and will continue until June 30, 2010.

B. For official notifications regarding this contract, the Association president and the Association's chief negotiator will receive such notice. When the Association is serving notification to the Board regarding this contract, the superintendent of schools or his/her designee will be the official to be contacted.

ALMA PUBLIC SCHOOLS:

ALMA EDUCATION ASSOCIATION:

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Art McClintic  
President, Board of Education

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Lisa Arnold  
Representative of A.E.A.

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Don Pavlik  
Superintendent

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Lynda Goward  
Chief Negotiator, A.E.A.





APPENDIX B

**SCHEDULE B**

<u>HIGH SCHOOL - ACTIVITY</u>	<u>PERCENTAGE OF BASE SALARY</u>
Alma Alternative Education Yearbook	2.0%
B.P.A. Club Advisor	5.0
Band	9.0
Band Camp	3.0
Class Advisor, Head Senior Advisor	6.0
Class Advisor, Head Junior Advisor	5.0
Class Advisor, Other Head Advisors (9th, 10th)	3.0
Close Up	2.0
Debate Coach	6.0
Drama - If major play production is approved and produced	4.0
F.F.A. Club Advisor - Summer	8.0
F.F.A. Club Advisor - School year	7.0
F.C.C.L.A. Club Advisor	5.0
Forensics Coach	7.0
H.O.S.A.	2.0
HOPE Club	2.0
Intellectics Advisor	3.0
Math Team Advisor	3.0
Music	6.0
National Vocational Technical Society	3.0
National Honor Society Advisors	3.0
Noon Duty - per semester	4.0
Odyssey of the Mind Advisor	3.0
Quiz Bowl Advisor	5.0
S.A.D.D.	2.0
Science Olympiad Advisor	3.0
Student Council Advisor	7.0
Yearbook Advisor	7.0

<u>HIGH SCHOOL - ATHLETICS</u>	<u>PERCENTAGE OF BASE SALARY</u>
Baseball, JV Coach	6.0%
Baseball, Varsity Coach	10.0
Basketball, JV Coach	8.0
Basketball, Freshman Coach	7.0
Basketball, Varsity Coach	12.0
Cheerleaders, Assistant Coach - per semester	3.0
Cheerleaders, Head Coach - per semester	5.0
Cross Country, Head Coach	10.0
Cross Country, Assistant Coach	5.0
Football, Varsity Head Assistant Coach	9.0
Football, Varsity Assistant Coaches	8.0
Football, JV Coach	8.0
Football, Freshman Coach	7.0
Football, Varsity Head Coach	12.0
Golf Coach, JV	6.0
Golf Coach, Varsity	10.0
Pep Club	3.0
Pompon, Head Coach - per season	5.0
Pompon, Assistant Coach - per season	2.5
Soccer, JV Coach	5.0
Soccer, Varsity Coach	6.0
Softball, JV Coach	6.0
Softball, Varsity Coach	10.0
Swimming, Head Coach	10.0
Tennis, Assistant Coach	6.0
Tennis, Varsity Coach	10.0
Track, Head Coach	10.0
Track, Assistant Coach	6.0
Track, Assistant Specialist	4.0
Volleyball, JV Coach	7.0
Volleyball, Freshman Coach	5.0
Volleyball, Varsity Coach	10.0
Wrestling, Assistant Coach	7.0
Wrestling, Head Coach	10.0

**SCHEDULE B**

<u>MIDDLE SCHOOL - ACTIVITY</u>	<u>PERCENTAGE OF BASE SALARY</u>
Band	6.0%
Drama/Play Production	3.0
HOPE Club	3.0
Music	3.0
Odyssey of the Mind	3.0
Science Olympiad/Science Club Advisor	3.0
Student Council Advisor	4.0
Technology	3.0

If sessions are less than 9 weeks as noted above, the wages will be adjusted accordingly.

MIDDLE SCHOOL - ATHLETICS

Athletic Director	15.0%
Basketball, Girl's Coach (9 weeks)	4.5
Basketball, Boy's Coach (9 weeks)	4.5
Cheerleaders, 8th Grade Coach	4.5
Football Coach (9 weeks)	4.5
Track, Girl's Coach (9 weeks)	4.5
Track, Boy's Coach (9 weeks)	4.5
Volleyball, Girl's Coach (9 weeks)	4.5
Wrestling Coach	4.5

ELEMENTARY SCHOOL - ACTIVITY

Odyssey of the Mind	3.0 %
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**SCHEDULE C**

Driver Education - classroom	\$25.93
Driver Education - driving	\$21.99













ALMA PUBLIC SCHOOLS  
ALMA EDUCATION ASSOCIATION

Grievance No.

**GRIEVANCE FORM**  
**STEP 1**

NAME OF GRIEVANT \_\_\_\_\_

TIME & DATE  
OF SUBMISSION  
IMMEDIATE  
SUPERVISOR

BUILDING/DEPT. \_\_\_\_\_

CONTRACT PROVISION(S) VIOLATED: ARTICLE \_\_\_\_\_ SECTION \_\_\_\_\_  
ARTICLE \_\_\_\_\_ SECTION \_\_\_\_\_ ARTICLE \_\_\_\_\_ SECTION \_\_\_\_\_

TIME AND DATE OF ALLEGED CONTRACTUAL VIOLATION: TIME \_\_\_\_\_ DATE \_\_\_\_\_

EMPLOYEE(S) INVOLVED IN GRIEVANCE:

STATEMENT OF ISSUE:

SYNOPSIS OF FACTS GIVING RISE TO THE ALLEGED VIOLATION:

ACTION OR RELIEF SOUGHT:

AGGRIEVED EMPLOYEE(S) SIGNATURE: \_\_\_\_\_  
\_\_\_\_\_

**Note: Use extra sheets of paper, if needed, for any areas of form.**



**THIS SECTION TO BE FILLED IN BY IMMEDIATE SUPERVISOR**

ORAL GRIEVANCE RECEIVED BY: \_\_\_\_\_  
(Immediate Supervisor)

TIME AND DATE GRIEVANCE WAS ORALLY SUBMITTED TO YOU:  
\_\_\_\_\_, 20 \_\_\_\_.

TIME AND DATE ORAL ANSWER TO GRIEVANCE WAS SUBMITTED TO ASSOCIATION:  
\_\_\_\_\_, 20 \_\_\_\_.

PLACE IN WRITING BELOW, ORAL ANSWER THAT WAS SUBMITTED TO THE ASSOCIATION:

WRITTEN GRIEVANCE RECEIVED BY: \_\_\_\_\_  
(Immediate Supervisor)

TIME AND DATE WRITTEN GRIEVANCE WAS SUBMITTED TO YOU:  
\_\_\_\_\_, 20 \_\_\_\_.

PLACE WRITTEN ANSWER HERE:

SIGNATURE: \_\_\_\_\_ TIME & DATE \_\_\_\_\_, 20 \_\_\_\_  
(Immediate Supervisor)

RECEIPT ACKNOWLEDGED BY: \_\_\_\_\_  
ASSOCIATION REPRESENTATIVE/GRIEVANT

TIME & DATE \_\_\_\_\_, 20 \_\_\_\_.

**THIS SECTION TO BE FILLED IN BY ASSOCIATION REPRESENTATIVE**

WAS THE DISPOSITION BY THE IMMEDIATE SUPERVISOR: \_\_\_\_\_ SATISFACTORY  
\_\_\_\_\_ UNSATISFACTORY

POSITION OF ASSOCIATION:

SIGNATURE \_\_\_\_\_  
(Association Representative)

TIME & DATE \_\_\_\_\_, 20

RECEIPT ACKNOWLEDGED BY: \_\_\_\_\_  
(Supervisor at STEP 2)

TIME & DATE \_\_\_\_\_, 20

**STEP 2**

**THIS SECTION TO BE FILLED IN BY THE SUPERINTENDENT OF SCHOOLS**

PLACE WRITTEN ANSWER HERE:

SIGNATURE: \_\_\_\_\_ TIME & DATE \_\_\_\_\_, 20 \_\_\_\_  
(Superintendent)

RECEIPT ACKNOWLEDGED BY: \_\_\_\_\_  
(Association Representative)

TIME & DATE \_\_\_\_\_, 20

\* \* \* \* \*

**STEP 3**

**THIS SECTION TO BE FILLED IN BY ASSOCIATION REPRESENTATIVE**

WAS THE DISPOSITION BY THE SUPERINTENDENT: \_\_\_\_\_ SATISFACTORY  
\_\_\_\_\_ UNSATISFACTORY

POSITION OF ASSOCIATION:

THE ASSOCIATION \_\_\_\_\_ DOES \_\_\_\_\_ DOES NOT REQUEST A MEETING WITH THE BOARD TO TRY TO RESOLVE THE GRIEVANCE.

SIGNATURE: \_\_\_\_\_ TIME & DATE \_\_\_\_\_ , 20 \_\_\_\_\_  
(Association Representative)

RECEIPT ACKNOWLEDGED BY: \_\_\_\_\_  
(Superintendent of Schools)

TIME & DATE \_\_\_\_\_ , 20 \_\_\_\_\_

STEP 4

**THIS SECTION TO BE FILLED IN BY THE BOARD REPRESENTATIVE**

PLACE WRITTEN ANSWER HERE:

SIGNATURE: \_\_\_\_\_ TIME & DATE \_\_\_\_\_ , 20  
(Board Representative)

RECEIPT ACKNOWLEDGED BY: \_\_\_\_\_  
(Association Representative)  
TIME & DATE \_\_\_\_\_ , 20

\* \* \* \* \*

**THIS SECTION TO BE FILLED IN BY ASSOCIATION REPRESENTATIVE**

WAS THE DISPOSITION BY THE BOARD: \_\_\_\_\_ SATISFACTORY  
\_\_\_\_\_ UNSATISFACTORY

POSITION OF ASSOCIATION:

THE ASSOCIATION \_\_\_\_\_ DOES \_\_\_\_\_ DOES NOT INTEND TO PROCESS THE GRIEVANCE THROUGH ARBITRATION.

SIGNATURE \_\_\_\_\_  
(Association Representative)  
TIME & DATE \_\_\_\_\_ , 20

RECEIPT ACKNOWLEDGED BY: \_\_\_\_\_  
(Superintendent of Schools)  
TIME & DATE \_\_\_\_\_ , 20