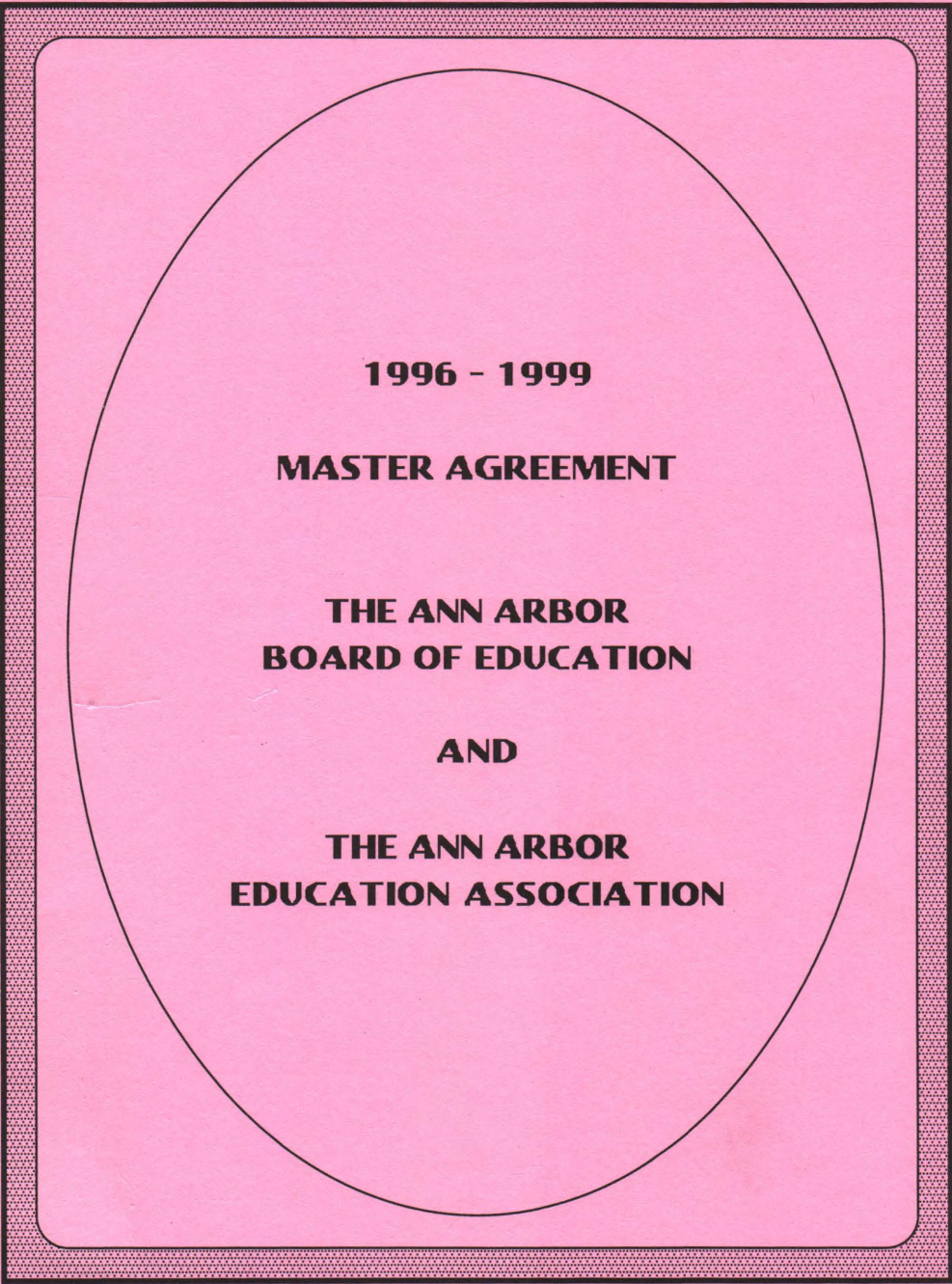


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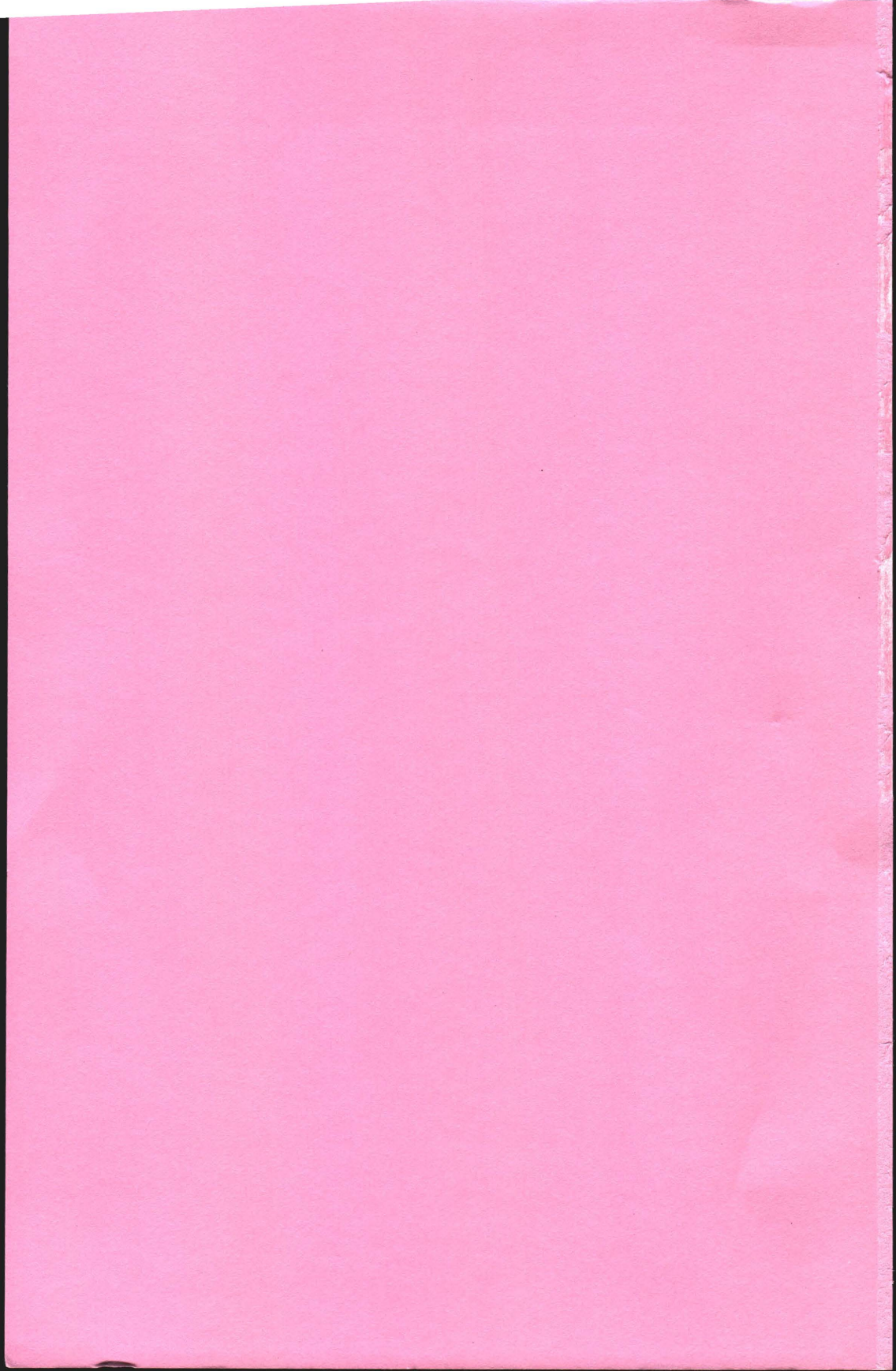


**1996 - 1999**  
**MASTER AGREEMENT**  
**THE ANN ARBOR**  
**BOARD OF EDUCATION**  
**AND**  
**THE ANN ARBOR**  
**EDUCATION ASSOCIATION**

*Ann Arbor Public Schools*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University







FORWARD

In fulfilling the responsibility of determining the context, extent of, facilities and finances for the educational, library and recreational programs that will be offered by or through the Ann Arbor Public Schools, the Board will utilize the ability, experience and judgment of its professional staff, will look to them for leadership and assistance in developing and improving programs, and rely upon them to carry those programs out successfully.

The Board, the Professional Staff and the Association seek to work together in a spirit of good faith and cooperation toward their common goal of providing relevant educational, library, and recreational programs that will best meet the needs and develop the capabilities of the total community.

It is the purpose of the Agreement to strengthen that spirit, to continue good relations among the Board, the Professional Staff and the Association and to aid in achieving their common goal.

CONTRACT BAR

This Agreement entered into this twenty-sixth day of August, 1996, by and between the Ann Arbor Education Association, hereinafter called the "Association," affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the Board of Education of the school district of the City of Ann Arbor, Michigan, hereinafter called the "Board." The signatories shall be the sole parties to this Agreement. Where appropriate for the implementation of this Agreement, "Board" shall be construed as including its individual members and its authorized administrative agent; "Association" shall be construed to include its officers and its authorized agents.



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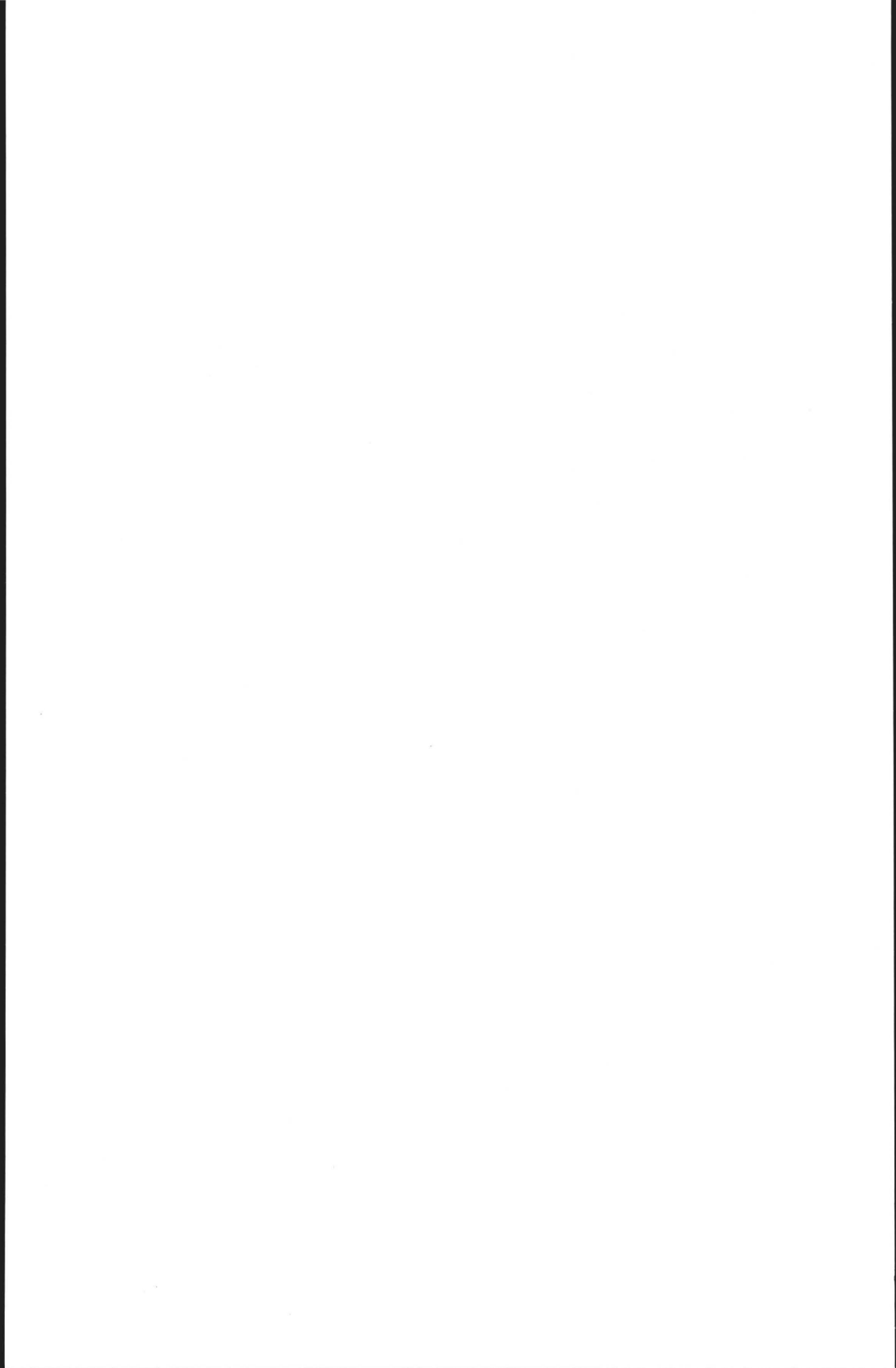
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1.000 BOARD-ASSOCIATION RELATIONS

1.100 Recognition of the Association

- 1.111 The Board in accordance with Act 336 of Michigan Public Acts of 1947 as amended through Act 379 of 1965, and Act 176 of Michigan Public Acts of 1939 as amended through Act 282 of 1965 (herein called Public Acts), hereby recognizes the Association for the duration of this Agreement as the exclusive negotiating representative for all certified or professional personnel on an index, a per diem, hourly or class rate basis while under contract or on Board approved leave, listed under Group A and excluding personnel listed in Group B, Appendix I of this Agreement.
- 1.112 Representation of personnel in newly created certificated or vocationally licensed positions shall be negotiated within 30 days of Board authorization for the position. Either party may appeal to arbitration upon expiration of the time limits stated above in accordance with the provisions of Section 4.230 and all of its subsections.

1.200 Methods of Communication

1.210 Negotiation Matters

- 1.211 The Board and the Association have a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to negotiate with each other with respect to hours, wages, terms and conditions of employment of teachers.
- 1.212 The Board and the Association shall negotiate such other matters as they may, by mutual consent, hereafter agree to negotiate, but neither party shall be obligated to give such consent.
- 1.213 The Board and the Association shall negotiate with respect to minimum education requirements and professional standards for teachers.
- 1.214 The parties hereby agree that their Teams shall meet each month during the school year to attempt to resolve problems. The topics for these meetings shall be established by the group at the previous months meeting whenever possible.

Should any such meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be subject to ratification; provided that the negotiating teams shall be empowered to effect temporary accommodations to resolve special problems.

- 1.215 Prior to the establishment of any new position in the bargaining unit, the Board shall notify the Association of such a contemplated action, and meet with the Association to negotiate workload for the position. This provision does not preclude the Board's ability to create and post positions. If the timing of the decision to establish the position precludes such a meeting, the Board shall meet with the Association as soon as possible. The parties may agree that the position should be allowed to operate without a defined workload for some defined period of time to determine what a reasonable workload might be.



1.220 Negotiation Procedures

- 1.221 All negotiations on behalf of teachers, whether seeking to reach a collective negotiation agreement or pursuant to any provision of this Agreement, or otherwise shall be conducted between a negotiating team for the Association and a negotiating team for the Board.
- 1.222 Each party shall select the members of its own negotiating team from within or outside of the school district as it sees fit, and neither party shall have any control over the selection of the members of the other party's team. The parties mutually pledge that the members selected by each of them shall be clothed with all necessary power and authority to present and consider proposals, make concessions in the course of negotiations and reach agreement, subject only to ultimate ratification. It is recognized that no final agreement between the parties, save memoranda of agreement (as provided in Section 1.214), may be executed or become binding without ratification by the Board and by the Association.
- 1.223 Negotiations for a new Agreement between the parties shall begin by March 1st of the year this contract expires.
- 1.224 At any meeting of the negotiating teams, either team may be assisted by such consultants as it may desire, providing that the number of consultants shall not exceed the number of members on the team employing them. All such meetings shall be closed unless the two teams shall, as to any meeting or part thereof, agree to the contrary.
- 1.225 Members of the Association's negotiation team and consultants thereto, who are employees of the Board, shall be released from their normal duties without loss of salary or other benefits when meetings of the two negotiating teams are scheduled during their normal working hours.
- 1.226 Teachers and/building or departmental staffs may apply for a variation from the terms of the Master Agreement to fit certain experimental programs. Such applications must be submitted at least thirty (30) days prior to the projected implementation date, and cannot be implemented without approval of the Association and Board Negotiating Teams. When such approval is granted, all sections of the Master Agreement which are affected by the variation shall be considered modified in the context of the application for the duration of the approval.

1.230 Professional Study Committees

- 1.231 The Board may establish such professional study committees as may be necessary to advise the Association and the Board on such matters as teaching techniques, courses of study, textbooks, curriculum guides, pupil testing plans, philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and other related matters. Such committees shall include representatives of the Association, teachers, students, parents and administration; the representation of teachers shall be at least equal to that of each individual group described herein unless equal representation is waived by the Association. The recommendations of these committees may be submitted directly to the Board.

- 1.232 The Association shall nominate, and the Board appoint, the teacher members of such committees, giving consideration to the involvement of teachers from various organizational levels, departments, grades, and with different experience and points of view.
- 1.233 In planning new educational facilities, educational specifications committees shall be established and shall include teacher representatives at least equal in number to the representatives of any other individual group as described in Section 1.231 above. Such committees shall be involved in all planning stages of each project and their recommendations shall be presented to the Administration and the Association and may be submitted directly to the Board.
- 1.234 The Board shall involve the Association, directly or through joint Professional Study Committees, selected in accordance with Section 1.232, above, in the formulation and evaluation of any proposal with respect to any education, library, or recreational program or change therein, or with respect to any matter prior to the Board making any final decision.
- 1.235 The Board shall directly involve individual teachers and the building professional staff in the formulation of the education goals, practices, and programs for the individual building and for system-wide implementation. The Board shall directly involve individual teachers and the building professional staff in the preparation of the individual building budget and shall consider recommendations from the Association in the formulation and evaluation of any proposed fiscal, budgeting, tax or facility program.
- 1.236 In the event that an individual building staff elects personnel and programs that would, if implemented, conflict with any of the terms of this Agreement, representatives of the Board and the Association shall meet and negotiate to determine what measures short of discharge of personnel may be taken to assure optimum latitude for local program control.
- 1.237.1 The Board and Association jointly agree to encourage experimentation and innovation to improve instruction and services to students.
- 1.237.2 The parties recognize the need to give special consideration to the obligation to implement state mandates.
- 1.237.3 The parties agree to create a joint consultation team that will be available to work with building staffs when those staffs are considering changes at the building level that may impact on the Master Agreement. This team shall make every reasonable effort to facilitate, through consultation with the building staffs, the experimentation and innovation referenced in Section 1.237.1.
- 1.237.4 The consultation team will be composed of at least one member of each party's negotiating team. The team will advise building staffs on possible problems with the Master Agreement or board policy and will work with them to seek solutions to those problems. The team may provide information regarding decision making models that will enhance the possibility for maximum possible agreement within building staffs.

- 1.237.5 The consultation team will advise building staffs when it is necessary to apply for contract variations as provided for in section 1.226, and will guide these applications through the contract variance process outlined in the Master Agreement.
- 1.240 Other Communications and Liaison
- 1.241 The Board agrees to provide the President of the Association and his/her designee a reserved seat at all public meetings of the Board. The Board shall invite the representative of the Association to enter in discussion of all agenda items at the Briefing Session and Regular Meetings. Other items of the Association may be brought up during Board Briefing Sessions under Items of the Board and the Association.
- 1.242 The Administration shall include a representative of the Association on all ad hoc committees, commissions or groups of any kind created to deal with any and all matters on which the Administration seeks counsel.
- 1.243 The Board and the Association will meet in executive session upon reasonable request of either party, in accordance with applicable law.
- 1.250 Continuing Committees
- 1.251 The Board and the Association shall maintain a joint standing curriculum council for purposes of reviewing the district's curriculum and in-service needs of teachers from the perspective of recommending changes.
- 1.252.1 The Board and the Association shall establish and maintain a joint Multi-Cultural Standing Committee, and include positions for representatives of each bargaining unit with the District. The purpose of the committee shall be: 1) to develop and/or refine guidelines and implementation procedures for teacher preparation and practice in ethnic/minority cultural studies; 2) to offer assistance to building multi-cultural committees in planning and carrying out their programs as outlined in Section 1.252.2; 3) to make an annual report to the Board and the Association which includes the committee's assessment of the progress made that school year and of the in-service time needed subsequently to insure continuing achievement of the goals of this provision; 4) to plan multi-cultural in-service programs subject to the approval of the Office of Curriculum and Instruction.
- 1.252.2 Each principal, house leader, or director will establish and be involved in a multi-cultural committee from within his/her building staff, including invitations to personnel from other bargaining units. This committee will analyze and prepare an annual written plan for integrating multi-cultural concepts into the curriculum by May 1st. This plan must receive approval of the Multi-Cultural Standing Committee established in Section 1.252.1.
- 1.252.3 Major emphasis in terms of ethnicity shall be on those four groups of color: American Indians or Alaskan Native, Asian or Pacific Islander, Black, and Hispanic.



1.300 Assistance to Teachers by the Association

- 1.310 The Board may call upon the Association to assist teachers, provided the affected teacher agrees. The Association agrees to assist to the extent it can and has resources allocated. This provision is not meant in any way to abrogate the duty of fair representation the Association has to its members.

2.000 BOARD RIGHTS

- 2.111 Subject to the provision of this Agreement, the Board has the sole responsibility and authority to establish, manage, and direct, on behalf of the public, all of the operations and activities of the school district to the full extent authorized by law.

- 2.112.1 Listing of additional remuneration above the basic salary schedule (Appendix IV) for any position included in this agreement shall not be deemed to commit the Board to filling any such position absent a specific requirement to the contrary. If filled, positions where professional certification is required shall be filled by teachers unless none apply. Affirmative action shall be included among the factors considered in filling a position.

- 2.112.2 Every reasonable effort should be made to fill supplementary pay positions where professional certification is not required, including coaching positions, with teachers.

- 2.113.1 In filling coaching positions, the following criteria shall apply:

1. Length and kind of coaching experience;
2. Formal preparation, previous experience in coaching the sport, and any relevant written evaluations;
3. Participation in the sport to be coached.
4. Affirmative Action.

- 2.113.2 If the position is to be filled, the incumbent coach will be offered the position unless there has been an unsatisfactory written evaluation. Such evaluation and any subsequent removal from such position shall be subject to the grievance procedure of the Master Agreement.

- 2.113.3 The stipulations in Sections 2.112 and 2.113 are not intended in any way to confer tenure rights or to increase the length of appointment beyond one (1) year.

3.000 ASSOCIATION RIGHTS

3.100 Membership Fees and Payroll Deductions

- 3.110 Payroll Deductions, Membership or Representation Fees

- 3.111 Teachers shall either submit a membership form or shall be considered agency shop fee payers to Association.

- 3.112 Agency shop fees shall be determined by the Michigan Education Association in accordance with the law and Federal Court Decisions, and shall be reported by the Association as provided below.
- 3.113 United Profession dues amounts shall be determined by the Association, and shall be reported to the Payroll Office by August 15th each year.
- 3.114 Payment of membership dues or financial responsibility fees shall be made in twenty (20) equal deductions beginning the second paycheck in September and continuing through the twentieth (20th) consecutive paycheck. Payroll deductions on one's assessments and for a teacher shall cease upon termination of said teacher's employment.
- 3.115.1 In the event of any action against the Board brought in a court or administrative agency because of its compliance with Section 3.110 of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel provided:
- 3.115.2 The Board notifies the Association of such action as soon as practicable.
- 3.115.3 The Board shall give full cooperation to the Association and its counsel in preparation for any court or administrative agency action which results from compliance with Section 3.110.
- 3.115.4 The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with Section 3.110, but this does not include any liability for unemployment compensation.
- 3.116 For teachers employed after the opening of school, membership fees or representation fees shall be paid according to the following formula: Total fee divided by ten (10), multiplied by the number of months remaining in the school year.
- Payment of fees shall be as follows:
- Equal installments beginning in the first month of employment and continuing through June.
- 3.120 Remittance of Deductions
- 3.121 The Board shall within ten (10) days after each deduction is made, remit to the Association the total amount deducted for that period, including dues, assessments and fees for the Association, MEA, and NEA, accompanied by a list of teachers from whose salaries the deduction has been made.
- 3.122 The Board shall not be responsible for collecting any such dues, assessments, or fees not authorized to be deducted under Section 3.110.
- 3.123 If any such dues, assessments, or fees are deducted by the Board from the pay of any teacher and turned over to any of the organizations (Association, MEA, and NEA) and the teacher does

not owe the same, the Association shall refund the same to the teacher and the Board shall not be liable for any refund.

3.130 Payroll Deductions--Other

3.131 All deductions from the teacher's salaries shall be listed separately on the employee's statement of earnings issued each pay period when practicable.

3.132 The Board will also deduct and pay over from the pay of any teacher such deductions as the teacher may direct, by written authorization delivered to the Board at least seven (7) calendar days prior to issuance of the paycheck to be affected, and within the enrollment period of any plan accepted, in negotiations, as a carrier for teachers as listed in Appendix VIII.

3.200 Business on School Property

3.211.1 The Association and its representative may transact Association business on Board property at reasonable times and may, without charge, make reasonable use of Board buildings for Association meetings and of Board equipment, such as typewriters, duplicating machines, calculators, and audio-visual equipment.

3.211.2 Such business shall not interfere with or interrupt normal school, library, or recreational operations.

3.211.3 If special custodial or other services furnished by the Board are required, the Board may make a reasonable charge therefore and if materials or supplies are consumed the Association shall pay the cost thereof.

3.212 The Association and its representatives may make reasonable use of bulletin boards and other established media of communication which shall be made available without charge (except toll calls) to the Association and its members. No other teacher bargaining representative or organization shall be afforded this right.

3.300 Access to Information

3.311 The Board shall make available to the Association upon request, from time to time:

Such information in such form as it may have concerning its financial resources or personnel, generally including but not limited to: Annual financial reports and audits, registered or certified personnel, tentative and final budget and budget transfers, agendas and minutes of Board meetings (but not executive meetings except to the extent they pertain to programs, or grievances, or discussions in which the Association is involved), treasurer's reports, census and membership data and names and addresses of all personnel, and any other information as can be made available and as will assist the Association in collective negotiations, or in carrying out the provisions of this Agreement including the processing of any grievance or complaint hereunder.

3.312 The Association may review tentative secondary teaching schedules as they are being developed and to the extent they



are available and in the form they exist in the individual buildings. The building principal will be the responsible authority for the implementation of this provision.

3.400 New Personnel Orientation

- 3.411 The Association shall be allotted two consecutive hours between 8:00 a.m. and 3:00 p.m. on the first day of new personnel orientation scheduled by the Board, for presentation and discussion of items of mutual interest to the Association and the new personnel.
- 3.412 The Board shall provide the Association with the names and addresses of all new teachers within ten (10) days of notification to the teacher by the Human Resource Services Office of intent to hire, pending Board approval.

3.500 Released Time for Association Business

- 3.511 The Board shall release the President of the Association from his/her normally assigned duties without loss of pay or other benefits. The Association shall reimburse the Board for one-half (1/2) of the President's salary. The Board also agrees to restore the President to his/her previous position, to a position of like nature, or to an assignment for which the teacher is qualified as stated on his/her teaching certificate.
- 3.512 The Board shall release the Vice President of the Association from one-half (1/2) of his/her normally assigned duties without loss of pay or other benefits. Such released time shall be during the second half of his/her duty day. The Association shall reimburse the Board for one-half (1/2) of the Vice President's salary. The Board also agrees to restore the Vice President to his/her previous position, to a position of like nature, or to an assignment for which the teacher is qualified as stated on his/her teaching certificate. The Association must notify the Board by the end of the previous school year if it intends to invoke this provision. This provision shall not be construed as requiring the retention of the Vice President in one-half (1/2) of his/her then current assignment.
- 3.513 If the Chief Negotiator of the Association is a member of the bargaining unit, the Board shall grant him/her a leave of absence without pay or release him/her from one-half (1/2) of his/her normally assigned duties without loss of pay or other benefits. This release time shall occur in the second half of his/her teaching day and the Association shall reimburse the Board for one-half (1/2) of the Chief Negotiator's salary. The Board also agrees to restore the Chief Negotiator to his/her previous position, to a position of like nature, or to a position for which the teacher is qualified as stated in his/her teaching certificate. This provision shall not be construed as requiring the retention of the Chief Negotiator in one-half (1/2) of his/her then current assignment or to restoring him/her to a bargaining unit position prior to the conclusion of a school year.
- 3.514 The Board shall release designated Association Representatives for one-quarter day each month, to be taken in half day increments, up to a maximum of fifty-four (54) quarter-days each month, to conduct Association Business. Such released

time shall be taken at the representative's discretion without loss of pay or benefits, provided that the administrators affected are notified at least two (2) days in advance, except in case of emergency and provided further that the substitutes can be secured. The names of the representatives will be identified to the Administration by the Association president. No individual association representative may be absent from the classroom more than eighteen (18) half-days per year, excluding arbitration cases, in any combination of representative days or association days.

3.515 The Board shall grant the Association up to thirty (30) days of leave of absence each year without loss of pay or benefits for use at the discretion of the Association, provided that the administrators affected are notified at least two (2) days in advance, except in case of emergency, and provided further that substitutes can be secured. The Association office shall provide the Human Resource Services Office with written verification of all days used. Any days which are unused at the end of each year shall be added to the following year's grant. Association days shall not be used during summer school.

3.600 Student Teacher Program

3.610 Negotiations

3.611 The Board shall make no agreement with other agencies employing teachers who are also employed by the Board concerning the wages or terms and conditions of employment of such teachers without the participation of the Association as a third party in those negotiations and agreements.

3.620 Program Improvement

3.621 The Board and the Association shall continue to work together to improve the teacher training and other student training programs within the schools and at institutions which, pursuant to Board policies and procedures, shall be entitled to place student trainees in the Ann Arbor Public Schools.

3.622 Student teachers shall not be assigned to any first semester probationary teacher, nor, except in extenuating circumstances, to any non-tenure teacher.

3.623 No teacher may be required to accept a student teacher. All appointments of student teachers shall be made by the Board. No agreement to participate shall be deemed final unless and until the teacher has been advised of all compensations and benefits offered by the placing institution to the supervising teacher.

3.624 No teacher may accept more than one student teacher at a time unless the teacher is voluntarily participating in an innovative program which requires more than one, or is a physical education teacher, an art teacher, a helping teacher, an ILC specialist, or a music teacher.

3.625 No elementary teacher, excepting teachers of art, music, and physical education, may be assigned or accept a student teacher who has not successfully completed a course in the teaching of reading.

- 3.626 No student teacher shall be accepted by the Ann Arbor Public Schools unless he/she can demonstrate attitudes necessary to support and create the multi-cultural curriculum. Each student teacher must provide a document or transcript which reflects training in or evidence of substantive understanding of the multi-cultural or minority experience.

4.000 PERSONNEL RIGHTS

4.100 Legal

- 4.111 Teachers shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations, and other concerted activities for mutual aid and protection, pursuant to the Public Acts.
- 4.112 The Board shall not, directly or indirectly, deprive or coerce any teacher in the enjoyment of any rights conferred by the Public Acts or other laws or the Constitutions of Michigan or the United States.
- 4.113 Nothing contained in this Agreement shall be construed to deny or restrict any rights which any teacher may have under the Michigan General School Laws or other applicable laws and regulations, and the rights granted teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- 4.114.1 All teachers employed by the Board shall immediately receive all of the benefits of this Agreement and a mutually binding contractual commitment, except that temporary contracts may be issued for any of the reasons specified in the following sections. An individual on a temporary contract shall have a mutually binding contractual commitment for a specified period of time.
- 4.114.2 Temporary contracts may be issued to individuals who replace teachers on a paid or unpaid leave of absence.
- 4.114.3 Temporary contracts may be issued to individuals hired for the purpose of accommodating demonstrable program changes which occur during the school year.
- 4.114.4 Temporary contracts may be issued to individuals who replace teachers who resign during the school year.
- 4.114.5 Temporary contracts may be issued to those teachers whose probationary status under the tenure law ends prior to the conclusion of the school year. However, the Board will make reasonable efforts to issue temporary contracts in the manner provided in these sections, to those probationary teachers who have the least experience in the district. The Board may make exceptions to this to accomplish approved district goals and priorities or meet demonstrable program needs. Demonstrable program needs shall include, but are not limited to, subjects and classes within the assignment.
- 4.114.6 The Association shall be notified of all temporary contracts within ten (10) days of the signing of such contracts.

4.114.7 An individual on a temporary contract will be given preference when filling any subsequent vacancies for which he/she is qualified if his/her last evaluation meets the relevant probationary standard for satisfactory. Any person covered by this section who is offered a position of less percentage of time (FTE) may refuse the offer without penalty, and shall continue to be given preference for positions for which she/he is qualified without regard for the refusal.

The Board's obligation for preference as defined above shall be limited to a period from the time of the expiration of the teacher's temporary contract until October 15th of the third school year after the expiration. This limit shall not apply to teachers who have had temporary contracts which have expired prior to August 31, 1994.

4.114.9 The Board may fill positions vacated after March 31 of each school year with substitutes, provided that if the position is continuing it shall be treated as any other vacancy during the end of the year transfer and placement process. The substitute shall be assigned in conformity with the Ann Arbor Public Schools Substitute Teacher Handbook for the current year.

4.115 Upon reasonable advance arrangement, and in the presence of the representative for Human Resource Services or his/her designee, a teacher shall be permitted the opportunity to review the district's personnel file pertaining to his/her employment with the district. This review of the file shall not, however, be construed to include review of the Confidential Credential Folder or other confidential recommendations sought as a basis for determining whether or not the teacher was to be initially hired. Teachers shall also, upon reasonable notice, be permitted to inspect any official building or department files, which pertain to them, in the presence of the building or department administrator. Administrators may keep their confidential notes, as provided by law, to which the teacher shall not have access. The teacher may be accompanied by a representative of the Association if he/she so chooses.

4.116 The official Personnel File at the Human Resource Services Office shall contain no complaints about the teacher which have not gone through a procedure which includes teacher notification, investigation of the complaint, a finding that the complaint is legitimate, and notification to the teacher of their right to append a response or pursue the placement of the complaint through the grievance procedure. If any such complaints are in these files prior to the summer of 1990, they shall be removed and destroyed at the request of the teacher.

#### 4.200 Grievance Procedure

##### 4.210 Definition

4.211 Any dispute which may arise between a teacher or the Association and the Board as to the meaning, interpretation or application of the provisions of this Agreement may be considered a grievance subject to settlement under the procedures provided in Section 4.200 and related sections. Any other dispute between the parties shall not constitute a grievance.



#### 4.220 Processing of Grievances

- 4.221 Informal procedure. Any teacher may take up a grievance directly with the Board, via such channels as it may establish, in accordance with and subject to the conditions and limitations provided by applicable state laws. Without limiting the foregoing, any teacher with a grievance may discuss the matter, in verbal or written form, with the appropriate Administrator within fourteen (14) calendar days after the date on which the alleged grievance occurred, or on which the grievant first learned of its occurrence. Written notice must be given to the Association and the representative for Human Resource Services that the grievant intends to pursue the grievance informally. The grievant, under the informal procedure, is entitled to the same rights, including counsel and assistance from the Association, as are given the teacher filing a formal grievance. Any grievance discussed in the informal procedure may, at the option of the grievant, be filed under the formal procedure any time up to thirty (30) days from the filing of the informal grievance.
- 4.222 Formal Procedure. Any teacher desiring to invoke the formal grievance procedure (hereinafter called Grievant) shall proceed as follows: (provided that, a grievance may be initiated at any level of the procedure if the grievance is not against an agent of the Board at any preceding level.)
- 4.223 Written notices of the Grievance, in the form annexed as Appendix II, signed by the Grievant or a representative of the Association, shall be delivered to the appropriate administrator, the representative for Human Resource Services, and the Association within fourteen (14) calendar days after the date on which the Grievance occurred, or on which the Grievant first learned of its occurrence, or if the formal grievance procedure is invoked, within thirty (30) days of filing of an informal grievance. Within seven (7) calendar days of receipt of such notice, the appropriate administrator shall meet with the Grievant and representatives of the Association in an effort to settle the grievance, and shall deliver a decision in writing to the Association's representative within five (5) calendar days after such meeting. Whenever a Grievance is initially filed against the Board, the time limits described in Section 4.224 shall apply. Appeal of any Grievance initially filed against the Board shall be immediately to arbitration.
- 4.224 If the Association is not satisfied with the decision of the appropriate administrator, or if no decision has been delivered in the time allowed in Section 4.223 above, written notice of appeal signed by a representative of the Association shall be delivered to the Superintendent within ten (10) calendar days thereafter. Within fourteen (14) calendar days of receipt of such notice, the Superintendent or his/her designee(s) shall meet with the Grievant and representative(s) of the Association in an effort to settle the Grievance and shall deliver his/her decision in writing to the Association's representative within five (5) calendar days after such meeting.
- 4.225 When the parties mutually agree on the urgency of a specific grievance, the Board shall arrange, whenever reasonably possible, for a meeting of those parties necessary to resolve the grievance within two business days during the school year.

4.230 Arbitration of Grievances

4.231 If the Association is not satisfied with the decision of the appropriate administrator, or if no decision has been delivered within the time allowed in Section 4.224 above, written notice of demand for arbitration before an impartial arbitrator shall be delivered, pursuant to Section 4.233, within thirty (30) calendar days thereafter. Any notice of joinder of grievances under Section 4.232 shall result in a delay of fourteen (14) calendar days in appeal for arbitration, but the thirty (30) calendar day filing time shall not be reduced by this delay.

4.232 For purposes of arbitration of formal grievances, the Association may join individual, Association and class grievances arising from the same or similar circumstances and seeking the same or similar remedy, regardless of whether the grievances are filed by different teachers, teachers in different buildings, or groups of teachers in the same or different buildings. To be joined, such grievances must be extant at the time a response is given by the Superintendent on any such grievance or grievances. Grievances dealing with facilities and/or physical plant shall not be so joined, but joinder of grievances dealing with instructional materials is allowed. The appropriateness of joinder may be subject to contest in arbitration. Decisions by an arbitrator on a grievance dealing with facilities and/or physical plant may be used as precedent or evidence for any other such grievance, as is appropriate.

4.233 The Board and the Association shall attempt to mutually agree on a panel of three (3) permanent arbitrators who shall be appointed annually. The three (3) arbitrators shall be used on a rotating basis except where the parties mutually agree to use an arbitrator out of rotation. If agreement cannot be reached on each of the three (3) arbitrators, the parties may opt to use only those arbitrators on which agreement has been reached or use the services of the American Arbitration Association in the rotation process. Except in cases involving the American Arbitration Association, appeals for arbitration shall be sent directly to the arbitrator, in rotation with a copy to the Executive Director of Employee Relations and Staff Development. Within one (1) week of filing, a conference call will be scheduled with the arbitrator, Executive Director of Employee Relations and Staff Development and the AAEA in an attempt to schedule a hearing date.

Once the appeal for arbitration has been filed, all communications with the arbitrator about that case shall be done jointly, or with prompt notice to the other party in emergencies or where the arbitrator initiates the contact.

4.234 Cases being arbitrated shall be presented by not more than three representatives for the Association and not more than three representatives for the Board, and shall be conducted in accordance with rules established by the American Arbitration Association. The Association may release witnesses for such proceedings by either authorizing association days or by paying for the cost of any needed substitutes for attendance at arbitration hearings when the number of association days falls below twenty (20) days.

- 4.235 All evidence to be used by a party in arbitration should, whenever possible, be disclosed to the other party within fourteen (14) calendar days after the Association informs the Office of Employee Relations and Staff Development of its demand for arbitration. Evidence not available within such fourteen (14) calendar days may, however, be presented in arbitration provided such evidence has been disclosed to the other party not less than seven (7) calendar days before the initial arbitration hearing is held. Evidence in expedited arbitration must be disclosed to the other party at least twenty-four (24) hours prior to the hearing. Arbitration proceedings shall not be postponed or recessed to allow compliance with the above requirements. The arbitrator shall rule on any objection made under the terms of this provision, and his/her decision shall be final.
- 4.236 The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement or to decide any issue not constituting a grievance.
- 4.237 The arbitrator shall render his/her decision in accordance with the rules of the American Arbitration Association, except that he/she shall mail the decision directly to the parties. Both parties agree to be bound by the decision of the arbitrator, agree not to prosecute any appeal therefrom, and agree that either party may enter judgment thereon in any court of competent jurisdiction.
- 4.238 The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
- 4.240 Grievance Limitations
- 4.241 Any grievance not taken up on the Formal Procedure shall, except for any adjustment arrived at under the Informal Procedure, be deemed settled on the basis of the action taken by the Superintendent. Any grievance taken up on the Formal Procedure and not appealed from any decision at any step of the procedure to the next step within the time allowed shall be deemed settled on the basis of such decision. Any grievance settled satisfactorily at any step of the Formal Procedure will be final and binding on the grievant, the Association and the Board, and not subject to further review. Any time limit provided in Sections 4.222 through 4.241 may be extended by written agreement executed by the Association and the Board.
- 4.242 Excluding statements appended to the record of any disciplinary action taken, no grievance filed by any teacher under the terms of the grievance procedure of this Agreement shall be placed in any form in any personnel file of the grieving teacher. No grievance shall be used in any disciplinary proceeding against the grieving teacher or in any consideration for promotion or recommendation for job placement.
- 4.250 Grievance Withdrawal and Reinstatement
- 4.251 A Grievance may, by notice in writing to the Superintendent, be withdrawn after it is taken up, but before the decision is delivered, at any step of the Formal Grievance Procedure and may be reinstated within thirty (30) calendar days after such

notice of withdrawal is received by the Superintendent, but not thereafter. Upon any reinstatement of a withdrawn grievance, any financial liability of the Board shall exclude the period from the date of withdrawal to the date of reinstatement; provided that if several grievances involve the same issue, one or more may be withdrawn pending the final written decision in a representative case and may be reinstated within thirty (30) calendar days after such decision is delivered, in which event the withdrawal shall not affect financial liability.

#### 4.260 Grievances, Back Pay

- 4.261 In the event a grievance is upheld, no claim for back pay or other benefits based thereon shall exceed the pay and other benefits to which the grievant would have been entitled hereunder except for such grievance, less any unemployment compensation (except to the extent it must be repaid to the state) and any compensation for personal services received from any source during the period of back pay.

#### 4.300 Teacher Grievances Filed Independently

- 4.311 Nothing in this Agreement shall be construed to prevent any individual from among personnel from presenting and adjusting a grievance directly with the Board, without intervention of the Association, in accordance with and subject to the conditions and limitations provided by Act 379 of the Michigan Public Acts, 1965.

#### 4.400 No Discrimination

- 4.411 The Board shall not, directly or indirectly, discriminate against any teacher with respect to hours, wages, terms or conditions of employment or application of the provisions of this Agreement or Board policies, and the Association shall not, directly or indirectly, discriminate against any teacher with respect to membership representation or participation in Association activities, by reason of race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, handicap, or political beliefs.
- 4.412 The Board and the Association agree that affirmative action must be taken to recruit, employ, and retain ethnic minority group persons. Both parties agree that a highly significant part of the experience of children in today's society involves cross racial experiences. Part of that experience must be with ethnic minority group members who are educators. To the achievement of these ends, both parties agree that affirmative practices in hiring, initial assignment, voluntary re-assignment and the maintenance of minority staff in buildings shall not constitute discrimination within the meaning of Section 4.411. The parties also agree that it shall be their mutual goal to assign at least two African-American classroom teachers to each building.
- 4.413 The Board shall not, directly or indirectly, discriminate against any teacher with respect to hours, wages, terms or conditions of employment or application of the provisions of this Agreement or Board policies by reason of membership in the Association, participation in any activities of the Association including collective negotiations pursuant to the Public Acts,

or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any term or condition of employment.

4.500 Protection by The Board

- 4.511.1 The Board shall cover all Teachers under the Michigan Worker's Compensation Act. Teachers receiving payment for claims under the Act shall be paid the difference between such payments and their normal daily rate of contractual take home pay. No deductions from a teacher's accumulated sick leave shall be made for absences due to any occurrence covered by the Michigan Worker's Compensation Act. The supplement of Worker's Compensation by the Board shall continue for a maximum of five (5) years for any individual teacher.
- 4.511.2 No deductions will be made for the first five workdays of absences due to physical injury or disabling physical symptoms that are the result of student assaults on teachers, or which are incurred while physically intervening in fights. The teacher must be in compliance with section 4.523 in order to receive these days. The Board may employ the same medical examination procedures provided for Workers Compensation absences. The Board shall provide the first twenty-one (21) days in each year to be used under these circumstances. If the number of days exceed twenty-one (21), the days will be provided from the Sick Leave Bank, using the procedures identified in Appendix X.
- 4.512.1 The Board and the Association recognize the mutuality of responsibility shared by teachers and administrators in the maintenance of student discipline and control.
- 4.512.2 For its part, the Board agrees to support, assist, and protect teachers in carrying out this responsibility and will provide direct assistance to teachers who are encountering discipline problems beyond their reasonably expectable capacity to handle (though this provision will not be construed in any way as diminishing the responsibility of teachers). The Board will, further, directly involve the Association in developing and evaluating rules, regulations, and enforcement policies and procedures to this end.
- 4.512.3 For their part, teachers shall provide discipline and supervision over those students in their charge and assume responsibility for the maintenance of order among all students within their sphere of effective control while in the performance of their employment, especially immediately before and after school and between classes. Teachers shall be expected to be visible and available in the halls between classes and immediately prior to and after school where classroom responsibilities allow.
- 4.512.4 While this provision shall not be construed in such a way as to force teachers to serve as sentries, it shall be deemed to mean that teachers are expected to be where students are especially as needed from time to time when and where there is an atmosphere of stress or volatility, and to enforce the discipline policies of the District.



- 4.512.5 The parties agree to work cooperatively at the building level to anticipate those times and places of stress and volatility and to work jointly in taking preventive measures.
- 4.512.6 Teachers shall assist in controlling students in extraordinary situations which occur at extracurricular activities at which the teacher is in attendance, is known by the students and can reasonably be expected to exert effective influence.
- 4.512.7 Both parties agree to seek ways of involving the total staff in efforts to establish long range goals for prevention of disruption.
- 4.512.8 Upon request, the Administration shall notify the Association of cases where a student assault on a teacher is reported.
- 4.512.9 An administrator shall attend a parent-teacher conference when it is believed that the parent may become physically or verbally abusive. Except in cases of emergency, prior arrangements will be made with the administrator.
- 4.513 If any criminal charge or civil cause of action shall be brought against any teacher, by any party other than the Board or an employee of the Board, which arises out of such teacher's reasonable performance of his/her employment, the Board agrees to reimburse such teacher for legal fees of a mutually agreed upon attorney incurred in the defense of such charge or cause of action. Reimbursement shall in no event exceed an amount equal to the legal fees usually and customarily charged for like matters by members of the Bar practicing in Washtenaw County. Nor shall the Board be liable for reimbursement of any portion or all of such fees as are covered by insurance. When legal services are provided by the Board and/or its insurance carrier(s), no additional expenses or reimbursement shall be provided by the Board.
- 4.514 Teachers will not be penalized in loss of pay, sick days or other benefits for necessary absences in connection with any occurrence referred to in Section 4.513.
- 4.515 The Board shall reimburse any teacher for any loss, damage or destruction of personal property which arises out of such teacher's reasonable performance of his/her employment, not including vehicles and not covered by other insurance or caused by the teacher's negligence, provided that the personal property involved is reasonably needed by the teacher personally or professionally and is not readily available in the building or through the Board. The Board shall be liable only for that portion of the loss in excess of ten (\$10.00) dollars and not exceeding a total loss of two-hundred dollars.

The Board shall be liable for the loss of money not to exceed one-hundred (\$100.00) dollars provided said money is deposited in the school safe during the school day. The Board shall not be liable for money left overnight, during weekends, or vacation periods.

The Board shall make a decision on approval or denial of such claims within thirty (30) days of receipt of the claim or additionally requested information, whichever is later. Payment will be made within fourteen (14) days of agreement on the decision.

- 4.516 The private and personal life of any teacher is not within the appropriate attention or concern of the Board, insofar as it is consistent with the Code of Ethics of the Education Profession. Teachers shall be entitled to full rights of citizenship; and the religious or political activities, or lack thereof, of any teacher shall not be grounds for any disciplinary action or discrimination with respect to the professional employment of such teacher. Nothing contained in this provision is intended to enlarge upon academic freedom as described in Section 4.700 of this Agreement.
- 4.517 No polygraph or lie detector device shall be used in any investigation of any teacher by school authorities.
- 4.518 When the Board's agents learn of a student or a staff member who has a communicable disease that the Washtenaw County Health Department has judged hazardous to others, they shall promptly notify those teachers designated by the Health Department as needing to know the information.
- 4.519 During construction or as a result of catastrophe, teachers shall not be required to work in areas where excessive dust or dirt is present and endangers health and safety. The parties will promptly meet to provide cleaning or reach agreement on alternative work areas.
- 4.520 The Board recognizes the teacher's right to request the consideration of his/her dismissal, suspension, discipline or the consideration of periodic personnel evaluations conducted by the Board of Education in a closed hearing pursuant to the provisions of the Open Meetings Act. The Board further recognizes the teacher's right to demand a closed hearing if tenure charges are being considered or pursued. The Board agrees to consider the privacy interests of the teacher, as well as its legal obligations under the Open Meeting Act or other applicable legislation in any vote to proceed on allegations, complaints, or charges or on any vote to hold a closed session with respect to the foregoing matters.
- 4.521.1 The Board agrees that all central personnel file materials regarding discipline records of actions more than four years old, medical, counseling or psychological records shall not be shown to or released to third parties absent written consent of the teacher or as required by law. The board further agrees that in the event a request is made by a third party for such records, the board shall promptly notify the teacher and the Association and agrees that it shall deny the request and shall assert on behalf of the teacher all applicable Freedom of Information Act exemptions.
- 4.521.2 If the Board receives a Freedom of Information Act request for documents in a teacher's central personnel file that are not covered in the previous section, the board shall make a good faith attempt to promptly orally notify the teacher and the Association of the receipt of the request. Upon request and insofar as time reasonably permits, the Board's designated FOIA officer shall meet with the affected teacher and/or the teacher's representatives to review the board's proposed response to the request. In order to allow the teacher and Association to seek legal relief, the Board shall delay

granting the request to the extent permitted by law (ordinarily five business days after the receipt of the written request). Consideration shall be given to the teacher's privacy interests and all available Freedom of Information Act exemptions to compelled disclosure.

- 4.521.3 The provision of subsections of section 4.521 shall not prevent the Association from having access to any employment records reasonably related to its duties as the exclusive bargain representative.
- 4.522 When information is known, and it is permissible by law, the Board shall make reasonable efforts to notify the affected teacher(s) prior to the placement of any child who is a delinquency ward of the juvenile court based on an adjudicated felony or who has been convicted in adult court of a felony.
- 4.523.1 The limited conditions under which physical contact in interaction with a student is appropriate is prescribed in Board of Education Regulation #6122. That regulation and other relevant information regarding Board Policy and/or administrative regulations concerning physical contact with students shall be presented to teachers in the beginning part of each school year. The Association, through its building representatives and leadership shall assist the administration in making teachers aware of this material.
- 4.523.2 Based on demonstrated need and/or requests, the Board shall make a reasonable effort to make available training in intervention without physical contact and training in physical restraint of students in dangerous situations. Such training shall be offered free of charge and may be offered at a time beyond the scheduled work day.
- 4.523.3 The parties agree that physical contact for purposes of controlling a student's behavior must be a last resort, and should be avoided whenever possible, utilizing procedures described in Board Regulation #6122.
- 4.523.4 Students who are defiant or verbally abusive to teachers are to be dealt with promptly as reasonably possible within the context of the administrator's responsibilities and in accordance with regularly established school and district discipline policies and procedures, and section #1 of Board Policy 6122.
- 4.523.5 Physical contact may be used in compliance with the above sections only when there is a threat to the physical safety of the student, the teacher, or other persons. In those instances, the Board shall give deference to the reasonable good-faith judgment made by the teacher in determining if physical contact was necessary and if it was applied appropriately.
- 4.524.1 Home visits by teachers are an expectation in some programs and at times desirable in other programs. Teachers who are concerned for their personal safety in visiting or teaching in a specific home may initiate the following procedure:
- 4.524.2 The teacher should discuss the nature and basis of his/her concerns with the teacher's building or program supervisor.

4.524.3 After the discussion with the supervisor, if the teacher remains concerned, the supervisor shall gather additional information, if available, for the purpose of a more comprehensive assessment of the assignment. Such an assessment may include information gained by the supervisor's on-site evaluation of the assignment. Upon completion of this assessment and consultation with the teacher, the supervisor shall develop a plan for delivering services to the student.

4.524.4 The supervisor will meet with the teacher to discuss the plan. If the teacher disagrees with a home visit component of the plan, he/she may request a meeting with his/her supervisor and that person's supervisor for the purpose of reviewing the assessment of the proposed assignment, the plan, and the teacher's objections. The teacher may request that a representative from the Association be present at the meeting. After considering the information provided during the meeting, the second level supervisor will either confirm that the plan should be implemented or suggest an alternative course of action.

In cases involving students who have been formally charged by legal authorities with violent personal felonies, the supervisor will consult with appropriate authorities as part of his/her assessment of the proposed assignment.

4.524.5 No home visits shall be required until after the activities described above have been completed.

#### 4.600 Evaluation of Personnel

4.611 Aside from assessing the performance of teachers seeking tenure status, the primary purpose of evaluation is oriented toward the development, maintenance, and retention of a highly qualified, competent and professional staff and to identify, if necessary, areas of needed and appropriate supervisory assistance. In keeping with this purpose, a reprimand shall not be issued as a consequence of a formal written evaluation but this shall not prevent the issuance of a reprimand for an incident which warrants such discipline.

4.612.1 The parties agree that the following provisions, when followed, will assure procedurally a fair evaluation and will provide the probationary teacher every reasonable opportunity to demonstrate his/her competence, but the parties recognize that the purpose of evaluation is to assess performance and provide a format for guidance, including how well he/she is performing and areas in which improvement is needed. Evaluation for probationary teachers shall be used as a basis for a recommendation for tenure, third year probation, renewal, or non-renewal.

4.612.2 Probationary teachers shall be evaluated at least two times during the school year within the following limitations, and shall participate in an individualized development plan (IDP) process.

Fourth Friday: Notification of Process.

By end of seventh week: Meeting regarding process and procedures.

Third through fifteenth week: First observational cycle.

Nineteenth week: Develop initial IDP for first year probationary teachers.

Twenty-fourth week to second from last week of first semester: IDP review.

Twentieth week through the thirty second week: Second observation cycle.

Thirty-fourth week: IDP for following year.

There shall, however, be a time between evaluations (normally four weeks, but consistent also with the time limitations specified above) sufficient to permit the teacher to improve if improvement is to be forthcoming.

The above cited evaluation periods will be modified as warranted and appropriate for probationary teachers employed for less than a full school year. The Board may also exceed the application of these timelines by a five day deviation.

When the pilot evaluation process becomes the standard process, the language in this section will be amended to reflect the new changes.

4.612.3 A probationary teacher may request assistance from the Association. At the teacher's request, a representative from the Association may attend a meeting when the probationary teacher's evaluation is discussed or where the teacher's IDP is being discussed with the supervising administrator. In such cases the evaluating administrator will be notified one day in advance.

4.612.4 Evaluation is an ongoing process. Informal observations may be conducted at any time and included as part of the evaluation. Formal observations will not be done during the first two (2) weeks or last two (2) weeks of each school year.

- 4.612.5 Administrators shall arrange for the utilization of instructional supervision for each probationary teacher, at the level needed for that teacher in the judgment of the supervising administrator.
- 4.613.1 Evaluations shall be conducted by a building principal or assistant principal or other administrator. Each evaluation shall be preceded by at least one observation made in person by the evaluator, for a minimum of thirty consecutive minutes. Before the final decision is made on any evaluation report, the administrator shall hold a conference with the teacher evaluated for purposes of discussing matters related to the observation and evaluation and to solicit teacher response to the administrator's comments.
- 4.613.2 No parent as a parent shall serve as the formal evaluator described in Section 4.613.1. Every reasonable effort will be made to discourage parents from observing classes where their children are not enrolled.
- 4.613.3 Secondary teachers shall utilize one of the Student Opinion of Teacher Forms (Appendix III) in each of their classes each semester. No one but the teacher will have access to the completed Student Opinion Forms.
- 4.613.4 Elementary teachers shall utilize the appropriate Student Opinion of Teacher Forms (Appendix III) in their classes each year. Special area teachers shall utilize these forms in three (3) of their classes each year. No one but the teacher will have access to the completed forms.
- 4.613.5 The Board shall, as soon as possible, notify each teacher who his/her evaluator is to be. If another administrator is to be involved, the teacher shall receive prior notification as to the role the other administrator(s) will play in the evaluation process.
- 4.613.6 The evaluator shall, upon teacher request, meet with the teacher to be evaluated prior to any formal observation as defined in Section 4.613.1.
- 4.613.7 The evaluator shall notify the teacher of date(s) on which the formal observation could occur. These dates may be modified by the principal when absences interfere with previously scheduled observations.
- 4.613.8 There shall be at least three weeks between formal observations of tenure teachers, except as agreed to by the teacher and principal. This section may be modified by the principal when absences interfere with previously scheduled observations. There shall be no more than six such observations during any given year. This section does not apply to teachers whose performance has been identified as unsatisfactory.
- 4.614 Evaluations shall be in writing and reviewed with the teacher within ten work days of the last observation. For probationary teachers this review may occur up to five (5) work days beyond this limit if scheduling is interrupted. Tenure teacher evaluations citing deficiencies shall include recommendations

as to how the teaching performance of the teacher may be improved. Each evaluation shall include the statement:

"I understand that my signature is not intended to indicate my agreement with the evaluation, but is simply to provide the required record that I have read this evaluation and that I have been offered an opportunity to discuss this evaluation with my evaluator. I also recognize my right to attach comments concerning this evaluation to this document."

The teacher and the evaluator shall sign the evaluation. If the teacher objects to such signature, he/she may submit a separate signed document acknowledging the same statements that are above. A copy of the signed evaluation shall be provided for the teacher.

4.615 All monitoring or observation of the classroom performance of a teacher shall be conducted openly with full knowledge of the teacher.

4.616 In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in the Personnel File. All evaluations of performance shall be based upon valid criteria for evaluating professional growth as jointly developed by the Board and the Association and approved by the Superintendent or his/her designee. Administrative criteria for evaluating the teacher's professional conduct in circumstances other than the classroom shall be described in the Personnel Policies Handbook.

Any teacher who is not satisfied with his/her evaluation has recourse to the grievance procedure.

4.617 Evaluations used in determining reemployment of probationary teachers shall conform to the provisions above and no such teacher shall be denied reemployment unless he/she has been properly evaluated, except that the Board may act to deny reemployment pursuant to Section 5.211 of this Agreement, independently of evaluations. Teachers may be placed on third year probation only if properly evaluated or if other substantive, documented evidence of teaching inadequacy warrants additional time to assess the teacher's strengths and weaknesses. Teachers placed on third-year probation may, however, be transferred if a suitable alternative position is available and the transfer is approved by the Human Resource Services Office.

4.618 Probationary teachers shall be denied reemployment only for just and reasonable cause, but no such denial shall be construed as disciplinary. If a teacher wishes to appeal such dismissal, he/she may use the grievance procedure.

4.619.1 Evaluations of tenure teachers shall conform to Sections 4.611, 4.612.4, 4.613, 4.614, 4.615, and 4.616 above. Notwithstanding this, any and all evaluations of tenure teachers shall conform to a legitimate purpose.



4.619.2 For purposes of instructional improvement each tenured teacher shall be evaluated at least once every three years. However, this provision shall not be construed as inhibiting the Board's right to dismiss a tenured teacher pursuant to Section 5.211.

4.619.3 Observation of a tenure teacher for purposes of evaluation may be a joint observation by the appropriate administrator and a teacher-observer if the teacher and administrator agree. A model and guide for peer evaluation may be found incorporated herein as Appendix XI.

#### 4.700 Academic Freedom

4.711 In educating young people, the parties seek to inspire in them an inquiring mind and respect for truth, a recognition of individual freedom, social responsibility, and the democratic tradition, an understanding and respect for the Constitution, Bill of Rights, and the law, and an appreciation of individual personality. The parties recognize that these aims can best be accomplished in, and will work together to create and preserve, an atmosphere which is free from censorship and artificial restraint and in which academic freedom for teacher and student is guaranteed. Further, the teaching about controversial issues, suitable to the age level, is approved as preparation of students for intelligent and conscientious participation in our democratic social order. The maintenance of the intellectual atmosphere which is implied here will necessarily depend upon the discretion of the administration and the objectivity and wisdom of the teaching staff.

4.712 Other than adopted standards of professional behavior and responsibility, and the competent fulfillment of the Board's approved curriculum guides, there shall be no limitations on teachers or students with respect to their study, investigation, presentation or interpretation of facts or ideas concerning man, society, government, the arts or sciences, the physical and biological world, or other areas of learning, and teachers and students shall be guaranteed freedom of individual conscience, association and expression. Formal or informal religious instruction for purposes of proselytization is prohibited.

4.713 While it is agreed that planning is an integral part of effective teaching, lesson plans shall not be routinely submitted, for perusal and attendant approval, to any supervisor. Plans shall be available to the supervisors and/or building administrators for planning and consultation upon request as well as in cases of teacher absences.

4.714 It is recognized that the approved curriculum and outcomes designated for each grade and class are more than can be covered in the time provided. Teachers shall have the authority and responsibility for selecting those portions of the delegated curriculum that will be covered. Those portions covered shall include areas or topics designated by the District for emphasis.

#### 4.800 Reductions in Personnel

4.811.1 No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless:

1. There is a substantial decrease in the number of students enrolled in the School District; or

2. There is a major change in the law(s) which adversely affects the funding of schools; or

3. There is an unforeseen financial crisis, such as withholding of funds by the state,

4. A program is reduced or eliminated due to insufficient student demands or insufficient funds.

4.811.2 The proportion of funds generated from any such reduction, compared to the total funds needed, shall be no greater than the proportion of the bargaining unit's employment cost compared to the total budget.

4.812 No teacher shall be discharged or laid off as a means of increasing class size, except as layoff or discharge may be necessitated by conditions described in Section 4.811.

4.813.1 In the event a reduction of staff is necessary, the order of lay-off described in this provision shall apply within the constraints listed below.

4.813.2 If a layoff is anticipated, the parties agree to meet to review the layoff and recall procedure and criteria. The purpose of the meeting will be to determine a legally enforceable layoff and recall procedure, which is consistent with the intent of the Affirmative Action Policy and the Master Agreement, to retain minority employees.

4.813.3 Certification shall mean certification majors and minors as defined by the Michigan State Board of Education and North Central requirements. During the first year of assignment to a minor, in-service training may be required. If, after one year, reassignment to a major area has not been accomplished, the teacher may be required before a second year to have taken course work leading toward attainment of the needed major.

4.813.4 Experience shall mean months, days and years of certificated employment in the Ann Arbor Public Schools. If two or more teachers have the same seniority and the Board must decide on laying off one of the teachers, a drawing shall be held to determine which person(s) will be considered more senior. The drawing shall be precedential for all future layoff considerations of those teachers.

Qualification shall only mean that at the ninth through twelfth grade levels, a person shall be considered qualified to fill a position in a position in a particular subject if he/ she has a major or the equivalent in the field, or has a minor or the equivalent and has taught the subject in his/her minor field within the previous three (3) years. In the fields of science and mathematics a minimum of two (2) college classes in the course to be taught (e.g., chemistry, calculus) shall also be required.

- 4.813.5 Probationary teachers shall be laid off on the basis of certification, qualification, degree and experience. The categories in this provision shall control when a position for which a teacher is certified and qualified is available.
- 4.813.6 The order of lay-off for probationary teachers, within the constraints listed above, shall be as follows:
1. Probationary teachers with a BA and no previous experience.
  2. Probationary teachers with no previous experience and a Masters degree.
  3. Probationary teachers with a BA degree and previous experience in districts other than Ann Arbor.
  4. Probationary teachers with a Masters Degree and previous experience in districts other than Ann Arbor.
  5. Probationary teachers with a BA degree with experience in Ann Arbor.
  6. Probationary teachers with a Masters Degree with experience in Ann Arbor.
- 4.813.7 Tenure teachers shall be laid off on the basis of certification, qualification and experience; experience shall control when a position for which a teacher is certified and qualified is available.
- 4.813.8 Teachers in positions which do not require teacher certification shall be laid off from those positions on the basis of experience. If such teachers who have been laid off from such positions have teacher certification, they shall be laid off from employment in accordance with section 4.813.6 if they have acquired teacher tenure while working for the Ann Arbor Public Schools, they shall be laid off from employment in accordance with section 4.813.7.
- 4.813.9 In the event of a lay-off under Section 4.811.1, the Board may invoke the voluntary and involuntary transfer process as specified in Section 7.920 of the Master Agreement after following the lay-off identification procedure. The involuntary process will be invoked to the extent possible to a) preserve teacher seniority and b) maintain current staff.
- 4.814.1 The following procedures and conditions shall apply to any necessary reduction in personnel.
- 4.814.2 The Board shall consult with the Association about any proposed lay-off.
- 4.814.3 No teacher shall be discharged or laid off pursuant to a necessary reduction under Section 4.811.1 for the beginning of a school year unless such teacher shall have been notified of discharge or lay-off by the last day of the previous school year.

- 4.814.4 No teacher shall be discharged or laid off pursuant to a necessary reduction under Section 4.811.1 during the school year unless such teacher shall have been notified for discharge or lay-off at least thirty (30) days prior to the effective date, but all individual contracts, including continuing or tenure contracts, are hereby made specifically subject to this provision.
- 4.815.1 Consistent with Section 4.813.3, and 4.813.4, teachers on lay-off shall be recalled to the first vacancy for which they are certified, and qualified in the reverse order of experience at the time of layoff. Teachers who become qualified and certified in additional teaching areas while on layoff must notify the Human Resource Services Office with appropriate documentation and transcripts to be considered for any position held by a probationary teacher or any subsequent position which is to be filled. Individuals who become newly qualified and/or newly certified while on layoff will not be eligible to displace probationary teachers until the end of the current semester or tenure teachers who have less experience. Teachers shall be recalled to positions which do not require teacher certification in the reverse order of layoff from that position; if such teachers have teacher certification, and are qualified, they may elect to be recalled in accordance with the first sentence of this section, or, if they became classroom teachers as a consequence of the original lay-off, they may elect to remain classroom teachers.
- 4.815.2 Each teacher being recalled shall be notified by certified mail (or other provable means of delivery) at his/her last known address, of all vacancies for which that teacher is eligible. Each teacher being recalled shall have ten (10) calendar days from the date of initial attempted delivery to notify the Board of his/her intentions. Failure to respond within this time limit shall result in termination of all employment rights, and shall be considered a resignation. The Board shall notify the Association of all recalls.
- 4.815.3 The Board shall have no obligation to recall any individual teacher twenty-four (24) months after lay-off or the maximum length provided by the Tenure Law, whichever is longer, after layoff becomes effective.
- 4.816.1 Upon return to service with the Ann Arbor Public Schools, tenure teachers who have been laid off because of a necessary reduction in staff shall receive salary credit as follows:
- 4.816.2 Teachers returned to employment in the same school year as their lay-off will be placed on the same salary step they were on at the time of lay-off.
- 4.816.3 Teachers laid off before the end of the first semester and returned to employment the subsequent year or thereafter shall be placed at the same salary step they were on at the time of lay-off.
- 4.816.5 Teachers who are on layoff may refuse an offer of return to a position which is less percentage of time (FTE) than that which the teacher had at the time of layoff without penalty for a period from the time of layoff until October 15th of the third school year after the layoff. If such refusal occurs in that

time period, the teacher will be recalled to subsequent positions to which they are entitled under section 4.815 without regard for the refusal.

- 4.816.4 Teachers laid off after the end of the first semester and returned to employment the subsequent school year or thereafter shall be placed on the next higher step unless they are already at maximum on the salary schedule.
- 4.817 For purposes of adding definition to Section 4.811.1, substantial decrease in students shall mean a projected or actual loss of more than one hundred (100) students, in which event not more than one (1) teacher shall be laid off for each twenty (20) students lost. This provision shall not be cited in any way to add definition to the meaning of substantial decrease in revenues, or to help define any other provision of this Agreement.
- 4.818 For the duration of this Agreement, the Board shall enter into no performance or sub contract which will result in reduction of present staff or otherwise adversely affect the wages, hours and conditions of employment of teachers in contravention of this Agreement. This provision shall not be construed, however, to include a prohibition on the use of any services available through state or county agencies, provided that no teachers are laid off or terminated from employment thereby.
- 4.819 The Board shall consult with the Association prior to entering into a performance or subcontract for persons or organizations to perform work that is the same or similar to any bargaining unit work. This provision does not limit or restrict the Board's rights to subcontract according to Section 4.818.
- 4.820 In the event that the Board reorganizes schools or is facing a decision on a possible layoff, the parties shall meet to discuss an early retirement program at the time of either action. The parties shall also meet to discuss a possible program for the voluntary reduction of individual's F.T.E. As another method of avoiding layoff.
- 4.900 Teacher Incapacity
- 4.911 Whenever the Board claims a teacher is physically or mentally incapable of performing normal classroom teaching duties, it shall notify, in writing, the Association and the teacher involved, specifying the reasons for the alleged incapacity. The Board will initiate the convening of a medical panel to examine the teacher and report its findings to the Board, Association, and the teacher, unless the teacher, after initiation of the process by the Board, voluntarily agrees to accept incapacity leave. The medical panel shall consist of three licensed physicians with the Board selecting one, the Association selecting one, and the two physician selectees appointing the third. The Board shall designate its nominee and request the convening of the panel. Not later than seven (7) calendar days thereafter, the Association shall nominate its nominee and within seven (7) days subsequent thereto the third member shall be selected. The medical panel shall report its findings in writing to the Board, the Association, and the teacher as soon as possible, with the goal being

fourteen (14) days after appointment of the final member to the panel.

- 4.912 After receipt of the written findings of the medical panel, the Board shall have not more than fourteen (14) calendar days to determine whether the teacher is incapable of performing normal classroom teaching duties. If the Board shall determine the teacher is incapable, it shall notify the teacher and the Association in writing of the reasons for such decision and shall also specify the date of commencement of such incapacity and the period of incapacity, which period shall not exceed one year from the specified date of commencement. Such incapacitated teacher shall be eligible for benefits in accordance with the provisions of Sections 6.311 and 6.316 of this Agreement. Nothing in this provision shall be interpreted, however, as appropriate cause for denial of benefits provided otherwise by applicable state law or this Agreement.
- 4.913 The decision of the Board determining a teacher to be incapable shall be final, except as provided in Section 4.917 of this article, unless arbitration is requested. The Association must notify the Board of its intent to appeal to arbitration within fourteen (14) calendar days of the decision. No arbitration hearing shall be held until the time-lines for appeal under the Michigan Teacher's Tenure Act have elapsed. If an appeal to the Michigan Teacher Tenure Commission is filed, the teacher and/or the Association shall not have access to the arbitration provisions of this Agreement.
- 4.914 The teacher shall be returned to the same or substantially equivalent position, with no loss of benefits, at the end of the period of incapacity specified by the Board in its determination of incapacity unless the Board, not more than sixty (60) calendar days before the end of such designated period of incapacity, shall request in writing to the Association and teacher the reconvening of a medical panel, as described in Section 4.911, to examine the teacher and report its findings to the Board. The Board shall then determine whether the incapacity is continuing and its decision in this regard and the procedures in connection therewith, including the right to arbitration, shall be as provided in Sections 4.912 and 4.913 of this Article. All requirements of this Article shall be applicable to any subsequent Board allegation of continuing incapacity.
- 4.915 The sole Board remedy under this Article upon determination of incapacity shall be placement of the teacher on disability leave with the right to disability benefits in accordance with Sections 6.311 and 6.316 of this Agreement. Nothing in this provision shall be interpreted, however, as appropriate cause for denial of benefits provided otherwise by applicable state law or this Agreement.
- 4.916 During the pendency of proceedings under this Article, the Board shall have the right to remove or reassign the teacher, provided the teacher is compensated at his/her regular salary during such removal or reassignment and provided further that if the removal is subsequently upheld, sick leave shall be charged retroactive to the date of removal, in which event

Section 6.130 and any/all of its applicable subsections shall likewise be deemed retroactively granted and applied.

- 4.917 At any time after thirty (30) calendar days during the period of incapacity designated by the Board, the teacher or the Association or both may present, in writing, evidence, medical or otherwise, and request that the incapacity found by the Board be deemed ended and that the teacher be restored to regular and normal teaching duties at the regular salary then applicable. The decision of the Board in refusing to restore the teacher to normal teaching duties shall be in writing and be subject to arbitration in accordance with the arbitration provisions of this Agreement, but with the additional constraints specified in Section 4.913 of this Article. A teacher may make no more than one request for restoration to normal duty during the designated period of incapacity or of any subsequent decision by the Board extending such incapacity.
- 4.918 The expenses and fees of the medical panel shall be paid solely by the Board, but such expenses shall not exceed reasonable expenses and fees customarily charged for individual patients by licensed physicians practicing in Washtenaw County.
- 4.919 These provisions covering Teacher Incapacity shall in no way be construed as applicable to cases involving pregnancy.

#### 5.000 TEACHER RESPONSIBILITIES

##### 5.100 Professional Behavior

- 5.111 The Association recognizes the Board's right to adopt and enforce reasonable standards of professional, ethical behavior.
- 5.112 Board and Association members, in ratifying a Master Agreement agree to be governed by each of the provisions of that Agreement. However, the size of the Agreement is such that members can, while working in good faith, miss items at times. It is in the interest of all parties that review and clarification of the relevant provisions be accomplished from time to time.

Therefore, at the beginning of each school year the Association will circulate a document to secondary school teachers listing specific contractual responsibilities related to interaction with students and parents, and responsibilities related to obligations in the building.

##### 5.200 Cause for Discipline, Docking, Demotion, or Discharge

- 5.211 The Board shall dock, demote, discharge, or otherwise formally discipline teachers only for reasonable and just cause, including, but not limited to:
- 5.211.1 Continued or repeated refusal or failure to carry out in a professional manner the curriculum guides and course outlines adopted by the Board, or prepare in a professional manner for carrying out the same;



- 5.211.2 Continued or repeated refusal or failure to carry out work assignments made by the Board and not in conflict with the provisions of this Agreement;
- 5.211.3 Continued or repeated refusal or failure to comply with policies and procedures established by the Board and not in conflict with the provisions of this Agreement;
- 5.211.4 Continued or repeated refusal to provide supervision of and discipline among students within the sphere of his/her effective control while in the performance of his/her employment;
- 5.211.5 Continued or repeated refusal or failure to adhere to contractual obligations;
- 5.211.6 Continued or repeated refusal or failure to maintain or submit required records;
- 5.211.7 Continued or repeated refusal or failure to maintain appropriate standards of professional or ethical behavior;
- 5.211.8 Causing or contributing, by deliberate action or willful negligence, to the active and extensive disruption of the learning environment.

Nothing in this provision is intended, however, to limit the Board's power or ability to discipline teachers pursuant to Section 5.300 for reasonable and just cause, including for individual/initial occurrences of the items listed above (.1-.8).

- 5.212 Any teacher who negligently loses keys signed out to him/her, especially building keys, shall be liable for all and any costs of replacing keys and locks if security requires such changes. Teachers who lend students such keys shall be further liable for all direct damages resulting therefrom. No teacher shall duplicate any school key. Failure to report known loss shall render the teacher liable for any damages that may directly result.

5.300 Procedure for Formal Teacher Discipline or Discharge

- 5.311 Any administrator who receives a complaint about a teacher where the complaint could lead to a reprimand or more serious disciplinary action, shall notify the teacher of the complaint without requesting an immediate response. Teachers are entitled to know the identity or source and details of all such complaints. The teacher will be given up to twenty four (24) hours to respond to the complaint.
- 5.312.1 No teacher shall be reprimanded for conduct under this article except in writing.
- 5.312.2 A copy of the written reprimand shall be filed either with the Human Resource Services Office for placement in the central personnel file or shall be retained by the appropriate administrator.

- 5.312.3 If the reprimand is to be placed in the central personnel file, the complaint shall be first reviewed by the Human Resource Services Office and the teacher shall be offered a hearing to assess the accuracy of the charges and the appropriateness of the conclusions. In the event that such a hearing is held, the decision shall be rendered within thirty (30) days of the date of the hearing.
- 5.312.4 All reprimands initiated at the central administrative level shall be subject to the processes described herein.
- 5.312.5 All reprimands may be appealed to the Superintendent for review.
- 5.312.6 Teachers shall have the right to append a reply or statement to any reprimand.
- 5.312.7 All "Warnings" placed in the central personnel file pursuant to Section 5.317 of the 1971-73 Master Agreement shall be considered dormant (absent subsequent similar violations as cause for reactivation) and no longer cause for imposition of second level disciplinary sanction pursuant to Sections 5.211 and 5.319 of this Agreement.
- 5.313.1 No teacher shall be disciplined (except for reprimand or docking of pay due to lack of approved leave time or if proceedings pursuant to the Michigan Teachers' Tenure Act are being instituted instead) unless:
- 5.313.2 The Association and the teacher have been notified in writing of the specific complaint, and the appropriate administrator has also informed the teacher that he/she may be represented by counsel of his/her choice at all hearings for disciplinary purposes;
- 5.313.3 The hearing officer selected is not a direct party to the complaint or the initiation, receipt or preferment of charges;
- 5.313.4 The teacher has had at least seven (7) calendar days to arrange and attend a preliminary hearing at which time he/she shall be presented with the evidence against him/her and shall be allowed to make a preliminary response in his/her own defense if he/she so wishes; and/or
- 5.313.5 The teacher has had at least fourteen (14) calendar days to respond either in person or in writing to refute the evidence against him/her, in addition to the opportunity for defense provided in Section 5.313.4 above;
- 5.313.6 The finding of the hearing officer has been presented to the Association and the teacher and, as a part thereof, the hearing officer has indicated how long and to what extent the disciplinary action, if any, shall be effective;
- 5.313.7 The teacher has been given the opportunity to append to any finding whatever statements he/she may wish to make.
- 5.313.8 Failure of a teacher to respond within the time limits specified above may result in a decision by default. A decision by default shall be reconsidered only for reasonable and just cause.

- 5.314 Representation provided for a teacher in any disciplinary proceeding shall be at his/her own expense.
- The Association, the teacher and the Board may tape record any disciplinary proceeding.
- 5.315 The appropriate administrator(s) may confer with teachers in order to investigate facts or allegations in cases that may result in disciplinary action.
- 5.316.1 Any disciplinary action imposed by the Board on any teacher may be processed as a grievance. If such action includes demotion or discharge of a tenured teacher, all of the provisions of the Michigan Teachers' Tenure Act shall apply. The grievance may be initiated at the second step (Superintendent) of the formal grievance procedure and appeal therefrom shall be to the Tenure Commission instead of to arbitration as provided below:
- 5.316.2 If the teacher is eligible to appeal the decision to the Tenure Commission and wishes to appeal to arbitration instead, he/she shall not file a claim of appeal with the Tenure Commission within twenty (20) days after receipt of written notice of the Board's decision to proceed upon the charges, as provided by Sections 4 of Article IV of the Michigan Teachers' Tenure Act (38.104). Arbitration hearings shall not be scheduled until the timelines for appeal to the Tenure Commission have expired.
- 5.316.3 If the teacher is thus ineligible for appeal to the Tenure Commission, he/she shall be entitled to appeal to arbitration pursuant to Section 4.230 of this Agreement.
- 5.316.4 The Board shall continue the teacher's normal compensation for any teacher applying for arbitration instead of appealing a decision of the Board to proceed on charges to the Tenure Commission. The compensation shall continue until the arbitrator's decision has been received.
- 5.317 Demotion or reclassification for disciplinary reasons shall not be construed as involuntary transfer but shall be subjected to the procedure established in Section 5.313.
- 5.318 During the pendency of any disciplinary procedure, the Board shall have the right to remove or reassign the teacher, provided the teacher is compensated at his/her regular salary during such removal or reassignment.
- 5.319 Except for offenses which on first commission justify dismissal or cannot justify continued employment, the parties adopt the concept of progressive discipline designed to necessitate corrected behavior and agree with the concept that the severity of the infraction should determine the degree of discipline to be imposed. To that end, any complaints, observed infractions, or charges against the teacher, shall be promptly brought to the attention of the teacher, but this provision shall not be construed as negating, where appropriate, the Master Agreement itself as constituting first notice.

6.000 PERSONNEL BENEFITS

6.100 Salaries

6.110 Salary Placement

- 6.111 The regular basic salary schedule for all teachers for the term of this Agreement is attached hereto as Appendix IV. This provision shall not be construed as binding beyond the life of this Agreement.
- 6.112.1 Based on attestation made at the time of employment, prior contracted service with the Board, and contracted service by any teacher in any school, library, or recreational program of another organization, in a position for which, in Board programs, a certificate is a requirement, as herein provided, shall be recognized by the Board. Applicants shall have the right to waive any experience credit beyond Step 3 on the appropriate track of the salary schedule. Additional experience credit may be granted where the needs of the District are best served.
- 6.112.2 Government service in the National Teaching Corps, Peace Corps, VISTA, or Military Service shall be recognized by the Board up to three years in determining such teacher's position on the salary schedule pursuant to Section 6.112.1.
- 6.112.3 The Board shall recognize, to a maximum of two years, previous non-teaching experience required for vocational certification, provided that: a) the teacher is assigned to a position for which vocational certification is required as a condition of appointment (rather than as a desirable advantage in the application process), and b) the teacher has secured a vocational endorsement or temporary or full vocational authorization (rather than annual authorization). This experience credit will not be sacrificed subsequently unless the teacher: a) voluntarily transfers to a position not requiring vocational certification, or b) is involuntarily transferred to such a position for cause related to inadequate performance. Teachers hired to fill positions requiring vocational certification, but who lack full certification, will upon completion of the certification requirements be granted the experience credit retroactively to the date of assignment, but in no other way will this provision be made retroactive pursuant to Section 6.112.1.
- 6.112.4 The Board may also recognize other non-teaching, professional, government or business experience, provided such experience is related to the teacher's assignment; such recognition shall be reported to the Association, pursuant to Section 6.112.1.
- 6.112.5 Any and all prior service shall be recognized in whole year increments only, and a full year of credit shall be given whenever any and all such prior part or full-time service for part of a year equals or exceeds one (1) school semester, provided that such experience is comparable to full-time employment in the Ann Arbor Public Schools, pursuant to Section 6.112.1.

- 6.112.6 When a request for recognition of prior service is submitted after a teacher has begun teaching in Ann Arbor, the salary adjustment, provided the request is approved, shall begin the date of the request and shall be reflected as soon after approval as is possible, not to exceed thirty (30) school days. Approval will be contingent upon presentation of valid documentation to the Board and recognition by the Board of circumstances which reasonably prevented claim at the time of employment pursuant to Section 6.112.1.
- 6.113 Certified Pre-School teachers shall receive experience credit in increments as described in Section 6.112.1 for teaching in licensed nursery schools in Michigan, University or College laboratory schools, and any other nursery school or day care center provided they meet the standards established for nursery schools in the State of Michigan and provided further that such teaching was compensated professionally.
- 6.114 Teachers who are properly certified but do not possess a minimum of a Baccalaureate Degree shall receive the salary listed on the B.A. lane of the salary schedule, provided that no such teacher may progress beyond the seventh (7) step on the schedule without earning a degree. Such teachers shall receive all other benefits under this Agreement.
- 6.120 Supplementary Pay
- 6.121 The Board shall pay to teachers, in addition to all other pay, index (or percentage) pay, for fulfilling the assignments listed in Appendix V.
- 6.130 Computation and Method of Payment
- 6.131 Teachers may choose either the long (twenty-six or twenty-seven) or short (twenty-one or twenty-two) pay date options. Pay dates shall adhere without deviation to those set forth in Appendix VI, and there shall be no payment of money accumulated for the summer checks for those choosing the long pay option other than on the schedule set forth in Appendix VI. The long pay option will be automatically adjusted to provide for biweekly paychecks without interruption.
- 6.132 Continuing and returning teachers may request a change in pay date option for the school year anytime up to the last week in August by contacting the Payroll Office. Teachers who have been on leaves of absence who do not notify the Payroll Office by that time shall be placed on the long pay option.
- New teachers shall be automatically placed on the long pay option, but any new teacher may choose the short pay option by submitting a request to the Human Resource Services Office on the appropriate form by 5:00 p.m. of the Friday of the second week of employment.
- Changes in option by any returning teacher, made after the beginning of the last week of August, shall be made only after a request on the appropriate form is submitted to and approved by the Human Resource Services Office. The Human Resource Services Office may require that such requests be justified by changed circumstances. Such requests must be submitted before 5:00 p.m. of the Friday of the second week of employment.

Change in option shall be reflected as soon as possible after the request is approved by the Human Resource Services Office, not to exceed thirty (30) school days.

- 6.133 Teachers may have all pays deposited directly by the Board into their accounts at any Ann Arbor bank, or the Wayne Out County Teachers Credit Union. If teachers elect to have payroll checks deposited in a bank, they must specify one account. No changes in this election may be made until the following school year.
- 6.134.1 Upon request submitted to Human Resource Services on the appropriate form, the Board shall grant placement on the appropriate salary schedule, effective according to the schedule identified below. The transcript or other official statement from the granting institution, showing the change in hours or degree, must be received in the same semester as the application and the pay will be retroactive to the effective adjustment date.
- 6.134.2 For requests received prior to 5:00 p.m. Friday of the fourth week of the school year to be effective the beginning of the school year;
- 6.134.3 For requests received after the fourth Friday but prior to November 2 to be effective the latter date;
- 6.134.4 For requests received after November 2 but prior to February 2 to be effective the latter date.
- 6.134.5 Retroactive adjustments will be made effective the adjustment date subsequent to the application, provided the required official statement is received during the semester in which the application is made, and the work was completed by the applied for adjustment date. All adjustments shall be reflected in pay as soon thereafter as possible, but in no event to exceed thirty (30) school days. If a teacher is misplaced on the salary schedule upon initial employment, retroactive adjustment shall be made effective the first day of the school year in which the demand for correction is made pursuant to Section 6.112.1.
- 6.134.6 During March or April of each school year, the Office of Human Resource Services will provide information jointly developed with the Association to each new hire in his/her first year of employment. The information will explain the criteria for salary placement and will request that the teacher check his/her contract to ensure the correct salary placement. The parties will jointly determine the most effective way to implement this provision.
- 6.135 Salary for part-time teachers shall be prorated. Elementary teachers shall be paid in tenths of a full-time equivalent. Secondary teachers shall be paid two-tenths (.2) FTE for each class when classes are scheduled consecutively. If classes and assignments are not scheduled consecutively and there is only one released time period between the classes or assignments, the teacher shall be paid for each class period, prorating the pay for each period in the school day (sevenths at the middle school and sixths at the high school).

If there are two or more released-time periods between the teacher's classes, the teacher shall be paid two-tenths (.2) FTE for each class or assignment and each period between the classes or assignments. Teachers who have four classes or assignments and have two class periods between shall be paid full-time. Part-time teachers with an advisory class shall be paid one-tenth (.1) FTE for that assignment.

- 6.136 When daily pay rate must be determined, it is equal to the contractual pay divided by the number of days contracted for in the individual contract with the Board.
- 6.137.1 Teachers shall receive payment for short term (less than one-half semester) extra-duty work in a lump sum, in the next pay period after completion of the assignment. Other extra-duty assignment supplementary pay shall be prorated over the period of employment and shall be paid in the first pay period of the individual contract if the index pay and the assignment are known by August 1.
- 6.137.2 If a teacher receives an extra-duty work assignment of more than one-half a school semester after the beginning date of the teacher's individual contract, payment for such assignment shall begin as soon as practicable, but not to exceed thirty calendar days.
- 6.137.3 Coaches who are also teachers and who coached during the 1990-91 school year have the following options available for their coach's pay:
- A. The coach may take the pay in two lump sums during the season.
  - B. The coach may take the pay spread over just the length of the season.
  - C. The coach may take the pay spread over the full school year. This can be done with either the short or long pay option.
- 6.137.4 Coaches who are teachers and are newly hired as coaches beginning with August of 1991 will have the following options available to them;
- A. The coach may take the pay in two lump sums during the season.
  - B. The coach may take the pay spread over just the length of the season.
  - C. The coach may take the pay spread over the remainder of the school year, commencing with the beginning of the season for which he/she is being paid.
- 6.138 Teachers hired for production work shall receive rates of pay as established in Appendix IX, or released time, or a combination of released time and pay rates as individually contracted for with the Division of Instruction. Production work shall be defined as preparation or revision of unit or course guides and pay rates for development of any other



instructional or institutional aids shall be individually contracted for with the Division of Instruction.

Pay for the development of any of the above mentioned tasks shall be established prior to the first day of any such work and the Association shall be notified of all such arrangements.

- 6.139 Teachers who receive an incorrect paycheck or fail to receive a paycheck on a regular pay date, through no fault of their own, must notify the Payroll Office by 5:00 p.m. of the day the check is scheduled to be distributed. In such instances the corrected paycheck will be available by the close of the workday immediately following the day the check is distributed. The incorrect check must be returned to the Payroll Office when picking up the newly issued check. A check which is missed or incorrectly issued as a result of a teacher error shall be corrected on a subsequent payday.

6.140 Terminal Leave Pay

- 6.141 Terminal leave pay shall be granted to any teacher, or to his/her estate, when he/she retires from employment with the Board or dies during employment with the Board. Pay shall be at the rate of one percent (1%) of the highest regular contractual salary and all other earnings that are provided for the Master Agreement earned by that teacher in the twelve month period that immediately precedes the retirement, or in a twelve month period with higher earnings, as identified by the teacher, times the number of full-time equivalent years that teacher has been employed by the Board as a teacher, subject to the following conditions:

- 6.142 If a teacher wants a twelve month period other than the one immediately preceding his/her retirement to be used for terminal leave pay calculations, the teacher must submit that request to the Human Resource Services Office no later than thirty (30) days prior to retirement. The Human Resource Services Office will assist the teacher by providing, upon request, specific earnings information for the teacher.

- 6.143 To be eligible for terminal leave pay, a teacher must have been employed as a teacher by the Board for a minimum of five (5) of the six (6) years (or at least one semester per year for ten (10) of the eleven (11) years) immediately prior to death or retirement; and if retiring, must be qualified to receive retirement benefits under the provisions of the Michigan Teachers' Retirement Act. Sabbatical leaves, but not other leaves, shall be counted in determining years or semesters of employment.

- 6.144 Terminal leave pay shall be paid in full to an eligible teacher upon retirement or to his/her beneficiary named in writing to the Board, or in default thereof to his/her estate, upon his/her death. A teacher on a paid leave of absence with a contractual obligation to return to the Ann Arbor Public Schools shall be considered as under contract. If a teacher gives official written notice of intent to retire at least twelve (12) months in advance of the actual date of retirement. The Board agrees to allow the teacher to utilize terminal leave pay to purchase any service credits allowable by the Michigan Public School Employees Retirement Fund during that final year

of service to the school district. The 12 month notice may be waived at the discretion of the Board.

6.150 Tax Exempt Payment Programs

- 6.151 The Board shall provide the appropriate services to allow teachers to make payments with non-taxable salary for dependent care, continuing medical expenses not covered by insurance, and insurance premiums as provided in Section 125 of the Internal Revenue Service Code.
- 6.152 The Board may levy a fee to cover the cost of this program including reasonable cost of a third party administrator.
- 6.153 Participation shall be in accordance with rules jointly developed by the Board and the Association.

6.200 Fringe Benefits

6.210 Insurance

- 6.211.1 The Board shall provide a MESSA-PAK plan of fringe benefits for all teachers working no less than .40 F.T.E. The plan shall include options as shown in Appendix XIII.
- 6.211.2 The MESSA PAK plan that includes health insurance shall provide MESSA Supercare I year-round full family hospital-surgical health insurance coverage.
- 6.211.3 Teachers electing the MESSA-PAK plan "A" shall pay a co-pay on premiums of five-tenths of one percent (.5%) in 1994-95, and six-tenths of one percent (.6%) in 1995-96. All co-pay shall be paid through a Section 125 Plan.
- 6.211.4 Teachers electing the MESSA-PAK plan "B" shall pay a co-pay on premiums of \$120 per year for both 1994-95 and 1995-96. All co-pay shall be paid through a Section 125 Plan.
- 6.212 Each plan that provides Delta Dental Insurance shall provide full family year-round coverage with the percentage levels of coverage and maximums as described in the plans.
- 6.213 The Board shall provide to each teacher year-round group term life insurance protection with A.D. and D. with waiver of premium in the amounts specified in each plan.
- 6.214.1 The Board shall provide for all eligible teachers working 12 hours (.40 F.T.E.) or more per week, including normal preparation time, a long term disability insurance policy as specified in Appendix XII.
- 6.214.2 Any tenured teacher who resigns or retires because of physical and/or mental disability will be returned to employment with the Board in a position as a teacher if a position is available based on the teacher's certification and kind of experience, provided:

1. The teacher can present to the Board a physician's report certifying the teacher as able to perform the duties of a teacher at the level of anticipated assignment. The Board reserves the right to obtain a second medical report.

2. The teacher notifies the Board in writing and presents the physician's report required in number 1 above at least sixty (60) days prior to the end of the semester immediately preceding the beginning of the semester in which he/she wishes to return to the employ of the Board.

Such right to return to the employ of the Board as provided for in this section shall extend for three (3) calendar years from the effective date of resignation and/or retirement as established by the Board.

- 6.214.3 Any increased cost of this benefit will be funded as part of the total employment cost settlement for the bargaining unit.
- 6.215.1 Each plan that provides vision insurance shall provide full family year-round coverage with Vision Service Plan 3.
- 6.215.2 Each plan that provides an annuity shall provide it in the amount specified in the plan through any of the carriers listed in Appendix VIII.
- 6.215.3 Teachers who select Plan C must certify that they have health insurance from another source, and that they are aware they have the right to select it from the Board and are choosing another option.
- 6.216 The Board shall not be liable for disputes between insurance carriers and employees provided that the Board has properly transmitted insurance premiums.
- 6.217.1 For teachers new to the school system, all Board paid insurance coverage shall be effective the first day of the month following date of hire. Such teachers who are hired after the first of a month may, carrier permitting, elect immediate health insurance coverage by reimbursing the Board for that month's premium.
- 6.217.2 All teachers hired for two-fifths time (40%) or more, whose initial employment began with the 1978-79 school year or later, shall receive the same fringe benefits as full-time teachers but on a prorated basis. Teachers hired for less than two fifths (40%) time shall receive no fringe benefits except sick leave on a prorated basis.
- 6.218.1 Teachers may make changes in fringe benefit options during the last month of the school year for the period beginning July 1st of that year, with specific dates to be mutually agreed upon and announced each year. Deductions for tax deferred annuities may be changed at any time during the year, subject to Federal Regulations.
- 6.218.2 Teachers losing outside insurance coverage may change their Board provided insurance options accordingly at any time.
- 6.218.3 Teachers who work either semester during a school year will have their July, August, and September fringe benefits paid,

provided they have notified the District that they are returning at the beginning of the following school year and provided that they re-enroll for fringe benefits prior to July 1st of the year in question.

- 6.219.1 After the open enrollment period in the spring, the parties will meet to consider the increased cost of the premiums over the cost of premiums for the previous year, minus any saving realized by new movement, to Plan C. If the impact of increased premiums and added benefits exceeds the ten percent (10%) over the premium cost described above, the Board shall contribute an additional \$45,000 to fund the program. If the increased cost exceeds the sum of both of those amounts, the following shall take place:
- 6.219.2 If the increased cost not covered by the Board's contribution would amount to \$10 per pay period or less for the twenty pay periods in which an Insurance Cost Adjustment (ICA) would be deducted, the Board shall levy such an ICA on those teachers electing Plan A for the following school year.
- 6.219.3 If the increased cost above the savings exceeds \$10 per pay period for the twenty pay periods for the following school year, the parties agree to meet to determine what steps might be taken to fund the remaining amount from within the total employment cost of the bargaining unit. If the parties cannot agree on a method, the entire excess cost over incentive plan saving and the Board contribution shall be levied on Plan A subscribers exceeds the \$10 per pay mentioned in 6.219.2 above, teachers shall have a new enrollment period in September to allow movement from Plan A to Plan B.
- 6.219.4 In no event shall the Board be liable to fund the remaining amount from other than bargaining unit total employment costs.

#### 6.220 Health Services

- 6.221 The Board shall organize and provide all tests, including, when necessary, x-ray, required of teachers by state law for the detection of tuberculosis. No more than one-hundred-fifty (150) teachers shall be scheduled for each medical personnel during any one hour period. All tests shall be scheduled between 8:00 a.m. and 6:00 p.m. All teachers shall receive written notification of the location, date and time of the tuberculin clinic at least one week prior to such clinic. The Board shall bear the cost of such tests including physician's fees and costs of materials. X-ray examinations shall be provided for any teacher only if other recognized tests are not suitable to the individual.
- 6.222 The Board shall reimburse to the teacher the full cost of any other tests or physical exams required by State or Federal statute.

#### 6.300 Leaves of Absence

##### 6.310 Sick Leave

- 6.311 The purpose of the following provisions is to permit teachers, because of illness, injury, or physical disability of themselves, members of their families, or others for whom they

have a close responsibility, or death of persons closely associated with them, to be absent from scheduled work days without loss of pay or benefits to the extent of sick leave credits available to them.

Credits shall be used in full or half day increments only. The Human Resource Services Office may require a physician's report for use of a sick day on a day immediately before or after a holiday, vacation period, or during the first or last week of the school year. A physician's verification may also be required for any use of sick leave exceeding ten (10) consecutive school days, or ten (10) school days in any twenty (20) day period. The Association shall immediately be notified of each case.

6.312 Each teacher shall notify the Board, by the appropriate method established, of his/her absence on a sick leave day as soon as possible, normally one and one-half (1 1/2) hours before his/her duty day is to begin. Length of absence in excess of one day, if ascertainable, shall be stipulated, and renewal of absence shall follow the same notification process. Renewal of absence shall, when reasonably possible, be made in time to permit action to retain the same substitute for the following day. Any teacher who reports for work after having given notice of absence shall have an amount equal to the amount received by the substitute teacher deducted from his/her pay. Any teacher who fails to notify the Board of sick leave or renewal of sick leave shall be subject to discipline as provided for in Section 5.211, exclusive of the continued or repeated limitations on docking, or Section 5.313.

6.313 The Board shall accumulate days of sick leave credit, up to a maximum of 200 days, at the following rates per month of regular employment for each full-time teacher (pro-rated for part-time teachers):

Days Credit/ Month of Employment	During years of service in Ann Arbor
1	1 - 10
1-1/2	11 - 20
2	21 - and up

Such credits shall be utilized only during the teacher's regular employment period.

6.314 For the Summer School Session, the Board shall provide one (1) day of sick leave credit for each full-time teacher (pro-rated for part-time). Such credit shall not be accumulated from year to year or with other credits, and shall be utilized only during the Summer School Session for which it is provided.

6.315 Sick leave credits accumulated by any teacher during previous employment with the Board, determined from the records of the Board, shall be recognized upon reemployment as a teacher by the Board.

6.316 At the beginning of each regular school year, the Board shall donate a number of days equal to the number of teachers, pro-rated for part-time teachers, to a Common Sick Leave Bank

to be administered by the Human Resource Services Office. Any days remaining in the Sick Leave Bank at the end of any school year, excluding days contributed by individuals upon exhaustion of the Bank pursuant to Section 6.317, shall be carried over to the next school year in addition to the Board's donation as described above, up to a maximum of fifty percent (50%) of the Board's donation.

The Board's donation must be used first. Carry-over days may only be used in the year following the year in which they were granted.

Teachers who have exhausted their accumulated personal sick leave credits may make withdrawals in accordance with the Sick Leave Bank Operating Procedures attached hereto as Appendix X. The Association may examine the records of the Sick Leave Bank operation at its discretion. If the teacher's illness or disability is four (4) weeks or more, and the teacher returns to work during a school year, the teacher shall have five (5) personal sick days restored to his/her account when he/she returns to service. This five day restoration may not occur more than once in a school year.

- 6.317 In the event the Common Sick Leave Bank becomes exhausted, a teacher may receive additional sick leave credits through the Common Bank as a result of contributions from teachers who have accumulated eighty-five (85) or more individual sick leave credits. Contributors may add up to ten (10) days of their accumulated sick leave credits to the Common Bank in this circumstance. Contributions shall not, however, be accepted from teachers who are retiring from teaching and are qualified to receive retirement benefits under the provisions of the Michigan Teachers' Retirement Act.
- 6.318 Teachers may use sick days for purposes of participating in recognized religious holidays of the teacher's personal faith. If a teacher has exhausted both his/her personal sick leave and personal leave days, and wishes to take a leave day(s) for (a) recognized religious observance(s), she/he is entitled to use up to three (3) days from the Common Sick Leave Bank by notifying the bank at least one week in advance of the observance day.
- 6.319 In the event that contributions in Section 6.317 become exhausted, eligible members may donate an additional five days.
- 6.320 Personal Leave Days
- 6.321 Each teacher shall be entitled, each year during his/her regular employment period, to be absent without loss of pay or other benefits from scheduled work for two (2) days for personal reasons. These days shall be taken in increments of full or half-days only. Non-classroom teachers who do not require a substitute may take personal leave days in increments of twenty-five (25%) percent.
- 6.322 A teacher planning to use a personal leave day shall notify his/her appropriate Principal or Director or Department Head by noon of the preceding day and ascertain that his/her absence will be covered by a substitute or other arrangement, except in

case of emergency. Teachers shall not be required to explain the reasons for any request for a personal leave day.

- 6.323 Personal leave days shall not be construed as vacation days or random leisure days. A teacher shall not be granted a personal leave day on a day immediately before or after a holiday, vacation period, or during the first or last week of the school year except in cases of provable emergency.
- 6.324 The Assistant Superintendent for Human Resource Services may grant additional personal leave days without pay on an individual and emergency basis at his/her discretion.
- 6.325 Unused personal leave days shall be added to the individual teacher's accumulated sick leave upon the completion of each school year.
- 6.330 Sabbatical Leave (Sabbaticals eliminated beginning July 1, 1995.)
- 6.331 The Board shall provide Sabbatical Leaves with pay in accordance with Appendix VII attached hereto.
- 6.332 Applications for Sabbatical Leaves shall be made in accordance with the provisions of Appendix VII.
- 6.333 The number of Sabbatical Leaves available to teachers in any school year shall be equal to one percent (1%) of the total number of full time equivalent teachers employed by the Board as of 1 February preceding such school year minus four (4). Consistent with quota provisions in Appendix VII the number of Sabbatical Leaves granted will be rounded to the next highest whole number whenever the product of this calculation equals one-half (1/2) or more, unless, sabbaticals granted to part-time teachers cause the total number of sabbaticals granted to exceed or equal the original one percent (1%) and subtraction of four (4) calculation.
- 6.340 Foreign and Domestic Exchange
- 6.341 The parties encourage foreign exchange of teachers through the U.S. Office of Education and domestic exchange through professional, school and state organizations. Accordingly, the Board may approve, subject to conditions hereinafter stated, such exchanges provided: the outgoing teacher is on tenure; the incoming exchangee is qualified for an available position; and the exchange is for one full school semester or year.
- Teachers leaving on an approved exchange shall receive the same salary and other benefits, during the exchange, as they would have received had they remained in the Ann Arbor Public Schools.
- 6.350 Governmental or Professional Association Service
- 6.351 The Board will approve a leave of absence for any teacher on tenure, without pay or other benefits, for:
- Up to one (1) full school year for full-time service in any elected or appointed governmental position, including service with VISTA, the Peace Corps, National Teaching Corps, or similar agency, and

Up to one (1) full school year for full-time service with any educational, library or recreational association of recognized professional standing, exclusive of the MEA, NEA or other such organization; leaves for service with these organizations are provided for in Section 6.382.

The Board may extend such leave for a second school year in accordance with the provisions of the Michigan Teachers' Tenure Act. Teachers granted such a leave, provided they return upon the expiration thereof, are guaranteed employment in the same or similar classification, with the period of such service treated as time of employment with the Board for purposes of determining position on the salary schedule, and otherwise with all rights and benefits accumulated as of the time such leave commenced.

6.352 Any teacher elected or appointed to a part-time official position with any governmental agency such as City Council or County Board of Commissioners, or with any education, library or recreational association of recognized professional standing, will not be penalized in loss of pay, sick days or other benefits for absences, at reasonable times and intervals and for a reasonable total time during the school year, while directly involved in the official business of such position. If such time exceeds the equivalent of ten (10) days per year per teacher (taken in full or half-day increments only) a reduction in pay and responsibilities shall be made or a leave of absence required. The teacher shall reimburse the Board to the extent he/she receives compensation for the time he/she is absent from school. Such teacher's work schedule will be adjusted to the extent practicable to accommodate the permissible ten days of absence. Meetings of the Association, the MEA and the NEA, and meetings designed primarily for professional negotiations or contract enforcement shall not be included.

6.353 The Board will approve a leave of absence for any teacher for service with the Armed Forces of the United States, whether by induction or enlistment and regardless of branch of service, pursuant to the provisions of Article XII, Act 145, Michigan Public Acts of 1943 and the Michigan General School Laws.

6.360 Court Appearances

6.361 Teachers selected for jury duty are expected to serve unless disqualified, and will not be penalized in loss of pay, sick days, or other benefits for absences in such service, provided they notify the Human Resource Services Office by 5:00 P.M. of the school day after they receive notice to serve, and provided they file with the Human Resource Services Office a statement from the Court certifying the days of service. The Board shall pay teachers selected for jury duty the difference between the money received for the jury duty and the teacher's normal daily rate of pay, provided that teachers may subtract any actual and reasonable parking expenses incurred while on jury duty from the money received from the court before turning such money over to the Human Resource Services Office.

6.362 Teachers subpoenaed as witnesses in any court action, excluding character witness, will not be penalized in loss of pay, sick



days, or other benefits for such absences. The Board shall pay such teachers the difference between the money received as witnesses and the teacher's normal rate of pay.

6.370 Pregnancy, Maternity or Child Care Leave

6.371 Any pregnant teacher may use the negotiated sick leave benefits for the period of physical disability due to pregnancy (normally six (6) weeks).

6.372 Any teacher who has been employed by the district for the preceding twenty-four months will, at his or her request, upon reasonable notice and consistent with the requirements established in Section 6.371, be granted an unpaid maternity or child care leave by the Board because of pregnancy or adoption of a child. The teacher may request a leave of up to but not more than twelve (12) months provided that the leave terminate at the conclusion of a semester except for public librarians who may specify any date. The Board shall grant short term leaves of absence under this provision when the period of absence does not further complicate the disruption of continuity of service to students.

6.373 A teacher who is granted an unpaid maternity or child care leave by the Board pursuant to Section 6.372, shall be entitled, upon sixty (60) days notice, to return to employment with the Board at the expiration of the agreed upon leave. Failure to supply such notice shall relieve the Board of any obligation to return the teacher to work.

6.374 If the length of maternity or child care leave granted becomes unnecessary for any reason, the Board shall be liable to return a teacher to work prior to the termination of such leave only upon the teacher's written request and when the first position for which the teacher is certified becomes available; such teachers shall have no right to transfer prior to the conclusion of the school year during which they are so reassigned. A physician's verification of ability to return to work may be required.

6.380 Other Leaves

6.381.1 The Board shall approve a leave of absence for any teacher on tenure for one (1) school year without pay or other benefits provided the request for the leave is made by May 1. One (1) year leaves requested after May 1 may be granted when it is mutually agreed that the leave would be beneficial to the District and the teacher. The Board may limit the number of leaves granted and/or deny a leave request from within any department or program when granting the leave(s) would seriously disrupt the Department or program. Reasons may include health, study, mutually agreed upon travel, or work experience or other reasons. The Board may extend such leave for an additional school year in accordance with the Michigan Teachers' Tenure Act but this extension will only entitle the teacher to a position in the District to which he/she is certified and qualified.

6.381.2 Teachers granted a leave of one (1) year, provided that they return upon the expiration thereof, are guaranteed the same position if it continues to exist and was filled by a temporary

contract teacher. Reductions in work force which affect a position currently being held by a temporary contract teacher shall be considered as though the teacher on leave currently occupies the position. However, if such consideration leads to that position being retained, it shall not be occupied by the temporary contract teacher unless all continuing contract teachers who are certified for the position are also being retained.

- 6.381.3 Leaves for one semester may be granted by the Board without pay or other benefits for reasons specified in Section 6.381.1 when it is mutually agreed that the leave would be beneficial to the District and the teacher. In addition to the factors indicated in Section 6.381.1, the Board will consider other items, i.e. disruption to students, effect of the leave on the immediate quality of the program, availability of a qualified replacement. Teachers granted a one semester leave, provided that they return upon the expiration thereof, are guaranteed the same position if it continues to exist and was filled by a temporary contract teacher. If the Board fills the position behind the teacher on leave of absence with a continuing contract teacher, the teacher returning from leave of absence will be entitled to a position in the district for which he/she is certified and qualified and in accordance with the teachers tenure act. If the position was filled by a temporary contract teacher, the teacher's return to his/her original position may be deferred by up to one (1) semester when such a deferment will minimize the disruption to students. At the end of the deferment period the teacher will be returned to his/her original position if it continues to exist. When a teacher's return is deferred he/she will receive a one (1) semester assignment to a comparable position for which the teacher is qualified and certified.
- 6.381.4 If the position was not filled in the manner specified in Section 6.381.2 or 6.381.3, the teacher shall be guaranteed employment in the bargaining unit, subject to other provisions in the Master Agreement.
- 6.382 The Board will approve a leave of absence for any teacher on tenure, without pay or other benefits, for full-time service with the MEA or NEA. The Board may extend such leave for a second school year in accordance with the provisions of the Michigan Teachers' Tenure Act. Any teacher granted such a leave is guaranteed employment in the bargaining unit with all rights and benefits accumulated as of the time such leave commenced, provided he/she returns upon the expiration of the leave or extension of the leave.
- 6.383 The Board may, in its sole discretion, grant teachers such other leaves of absence upon such terms and conditions as it deems appropriate.
- 6.390 Conditions of Leaves Pursuant to Sections 6.331, 6.341, 6.351, 6.371, 6.381, 6.382, and 6.383.
- 6.391 Insofar as possible, the application therefore shall be submitted to the Board a sufficient time in advance of the proposed absence to give the Board a reasonable opportunity to arrange for an appropriately qualified replacement for the departing teacher and to evaluate the application if made

pursuant to Sections 6.381 and 6.382, above. The Board shall expect all requests for such leave to be submitted, insofar as possible, prior to the end of the school year preceding the semester(s) in which the leave will commence.

- 6.392 Each teacher on an approved leave shall keep the Human Resource Services Office apprised of his/her current address. The teacher shall notify the Board, in writing, at least sixty (60) days prior to the end of the semester immediately preceding the expiration of the leave, if he/she intends to return to employment with the Board upon such expiration. The Board shall notify any teacher who fails to supply such notice that such failure will result in termination of employment by the Board. Failure to respond to such notice within ten (10) calendar days of initial attempted delivery shall relieve the Board of any obligation to return the teacher to work.
- 6.393 The Board may limit the number of leaves granted to any individual teacher over time. The Board may also limit the number of less than one (1) year leaves to a reasonable number in all circumstances, but otherwise the granting of any leave shall not prejudice the recipient's status with respect to any other leave. Nothing in this Agreement shall be construed as requiring the Board to hold a particular position for any teacher on any type of leave of absence.
- 6.394.1 Leaves of Absence, excepting those pursuant to Sections 6.353 and 6.370, but including those pursuant to Section 4.900, shall be for at least one semester but for no more than two semesters. The Board may extend such leave for an additional school year in accordance with the Michigan Teachers' Tenure Act. Such leaves shall terminate only at the conclusion of a specific semester and the Board shall be liable to return a teacher to work prior to the termination of the agreed upon leave only upon the teacher's written request and provided a position for which the teacher is certified is available; teachers so placed, however, shall have no right to transfer prior to the conclusion of the school year for which they are assigned.
- 6.394.2 IF, at the time a teacher is scheduled to return from a leave of absence, the Board is carrying out a necessary reduction in personnel pursuant to Section 4.811, the returning teacher shall be assigned or laid off in accordance with Section 4.813; such teacher's experience shall be his/her experience at the time the leave commenced, except as specifically provided in other provisions covering the type of leave taken, but certification and degree shall be determined as of the scheduled date of return.
- 6.395 Teachers who take leaves of absence under the provisions of the Family and Medical Leave Act of 1993, shall be entitled to all benefits provided under the act if they are eligible and qualified for such benefits.

#### 6.400 Continuing Education

- 6.411 Any teacher may enroll on a non-fee basis in any one established course of his/her choice per year offered by or through the Board's Community Education and Recreation

Department. The teacher shall, however, pay any charges for material consumed.

- 6.412 When interest is expressed by enough teachers to fill one section of twelve (12) of a new course offering, such courses will be established by the Board in its adult evening school when practicable.
  - 6.413 The Board shall provide training for each Middle School team on team building, consensus decision-making, and conflict resolution, at the beginning of each school year.
  - 6.414 The Board shall arrange for free in-service and materials for any teacher who is required to acquire or renew water safety instruction, lifesaving, first aid, or CPR certification(s).
- 6.500 Professional Education Conferences
- 6.511 The Board shall budget in the building curriculum planning fund up to the equivalent of \$1.00 per child to be used for obtaining substitutes to permit teachers to attend conferences and participate in visitation days. Use of such funds shall be determined jointly by the building faculty and principal, including extent of expense reimbursement, if any, and be approved by the Division of Instruction.
  - 6.512 Teachers requested by the Board to attend educational conferences shall be fully reimbursed for such expenses in accordance with District rules and regulations.
- 6.600 Other Benefits (Athletic Activities)
- 6.611 Teacher attendance at extra curricular activities is voluntary. If tickets are available, the Board shall provide, upon request, free admission for any teacher and immediate family for all Senior High School Interscholastic Athletic events.

#### 7.000 PERSONNEL CONDITIONS OF WORK

##### 7.100 Teaching Assignments

##### 7.110 Certification

- 7.111 Teachers in the Ann Arbor Public Schools shall be properly certified.
- 7.112 A teacher whose provisional certificate expires before he/she completes the required academic hours for a professional education certificate, if reemployed by the Board, shall remain on the step of the salary schedule attained the previous year until such time as the requirement is met.
- 7.113 Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor fields of study except temporarily and for good cause. Teachers at the middle school level are not restricted to teaching in their majors and minors. Middle School Principals shall be encouraged to assign teachers in their majors and minors, except when voluntary assignments are requested. In the event that a teacher is being considered for assignments outside of her/his major or minor, the teacher shall be notified. If the teacher requests

it, a problem solving meeting will be held to try to avoid such assignments.

- 7.114 The Board shall involve receiving teachers at the elementary level, and representatives of receiving teachers at the secondary level in discussions about placement of severely handicapped students or students who need medical or toileting procedures.

#### 7.120 Special Education

- 7.121 The parties recognize that children having special physical, mental or emotional problems may require special assistance and/or specialized classroom experiences and that their presence in regular classrooms may place extraordinary demands upon teachers.
- 7.122 Teachers who believe that students referred to in Section 7.121 are assigned to their classrooms shall present their specific observations to the principal and other appropriate building personnel. The principal shall apply for appropriate diagnostic services from Pupil Personnel, and shall be expected to assist the teacher with the student to the extent building resources reasonably and appropriately permit.
- 7.123 Once Pupil Personnel concurs with the need for further diagnostic evaluation, an Individualized Educational Placement Committee, as provided by the state law, shall within one month (unless not otherwise possible) be convened for the purpose of determining the student's physical, mental, or emotional problem and to plan for the student's proper placement and/or other assistance. No student will be formally or officially deemed in need of special assistance and/or specialized classroom experiences under the Mandatory Special Education Act unless and until the Individualized Educational Placement Committee (IEPC) so certifies.
- 7.124 Within each building, the Board shall make every reasonable effort to equally distribute handicapped students, who are at the same grade level or in a specific class, between all sections of that grade or class.
- 7.125 Each student who is certified as handicapped and assigned to a regular elementary classroom one-half (1/2) time or more shall be counted as two (2) students for the purposes of computing class size but this shall not apply to the Maximum Building Student Population (MBSPP).
- 7.126 Each student who is certified as handicapped shall be counted as two students for purposes of computing class size at the secondary level subject to agreed limitations.
- 7.127 The Board shall provide at least five (5) in-service opportunities each year on topics dealing with accommodating handicapped students in regular classrooms. These opportunities shall be in addition to any regularly scheduled in-service days.
- These sessions may be held at any time. Teachers shall not receive additional compensation for attendance at these in-service opportunities.

- 7.128.1 The Board shall involve receiving teachers at the elementary level and representatives of receiving teachers at the secondary level in discussions about placement of students who are certified as handicapped or who have qualified for Section 504 accommodations. If placement demands don't allow time for such discussions prior to placement, the discussions shall be held as soon as possible after the placement is known. The purpose of the discussion is to provide information to the receiving teacher(s) and get information regarding the conditions of the classroom(s) where the placement is contemplated pertaining to the appropriateness of the placement.
- 7.128.2 If a severely handicapped student is to be placed in a regular education classroom, the receiving teacher may request a meeting to discuss possible support for that teacher, including but not limited to the following possible items: lowering of class size, assignment of a teacher assistant, provision of both individual and group planning time, and the provision of both extra materials and equipment. The parties who will attend such meetings are: the teacher, a representative of the Human Resource Services office, the building administrator, and a representative of the Pupil Personnel Services Department.
- 7.128.3 If a teacher receives a student who is certified as handicapped, attempts to work with the student, and concludes that the assignment or placement may be inappropriate, she/he may request a reassignment or the reconvening of the Individualized Educational Plan Committee (IEPC) to reconsider the appropriateness of the placement. Such a meeting will be held within three (3) weeks of such request, provided that such timeline is in compliance with state law and regulations, and provided that the resources and staff are available. Other activities that are necessary for the IEPC to deal with the issue shall take place within that same time period, provided the resources and staff are available.
- 7.128.4 The following information shall be made available on site to teachers who are receiving students who have been certified as handicapped: 1) resources and consultation that are available, 2) training needs for staff, 3) effective behavior management techniques with that student, 4) assessment procedures to evaluate the appropriateness of the placement, and 5) recommendations for the most effective teaching styles with the student.
- 7.128.5 When consultation and/or planning for (a) students(s) is/are necessary between regular and special education teachers, they will meet at a mutually agreed upon time. The Association will be available to assist in cases of disagreement.
- 7.128.6 If a student who needs assistance with medical and hygienic functions is to be placed in a regular classroom, the receiving teacher may request a meeting to assess the need for assistance. This assistance could include but is not limited to the following possible items: assignment of up to a full-time teacher assistant, lowering of class size, provision of both individual and group planning time, and the provision of both extra materials and equipment. The parties who will

attend such meetings are; the teacher, upon request of the teacher a representative of the Association, a representative of the Human Resource Services Office, the building administrator, and a representative of the Pupil Personnel Services Department.

7.128.7 If a teacher with an inclusion student who has a history of violent physical outbursts, is having difficulty with the absence of a second adult, and the matter is not being resolved satisfactorily at the building level, the teacher may request a meeting with the principal, a representative from the Human Resource Services office, and a representative from Pupil Personnel Services to attempt to resolve the problem. The teacher may also request a representative from the Association to be present.

7.129 Teachers shall not be assigned as case managers of students who are or may be qualified for Section 504 accommodations.

7.130 Class Size

7.131.1 At the elementary school level, excluding kindergarten, the ratios of students to teachers assigned to each building for regular classroom purposes shall not, beginning with the years indicated, exceed:

<u>Grades</u>	<u>Ratio</u>
1-2	23:1
3	25:1
4-6	26:1

7.131.2 Regular kindergarten classes shall not exceed twenty-four (24) students per kindergarten section. Non-regular kindergarten classes in which kindergarten students number thirteen (13) or more shall be treated as kindergarten classes for the purpose of establishing the class size maximum and shall be excluded from the building ratio. The Board shall not be required to establish a kindergarten section composed entirely of kindergarten students in a given building unless a minimum of nineteen (19) kindergarten students have enrolled. The Board shall not be required to establish an additional kindergarten section composed entirely of kindergarten students in a given building unless a minimum of ten (10) kindergarten students above the kindergarten class size maximum have enrolled in any individual section.

7.131.3 Special program teachers shall be assigned to a building on a ratio to classroom teachers equalized on a system-wide basis.

7.131.4 Supportive staff of teacher consultants, teacher aides, reading consultants, special service staff or social workers, teachers of speech and language, school psychologists and nurses will be provided to supplement regular classroom programs on the basis of pupil ratios established in the appropriate section of this Agreement.

- 7.132.1 When the total number of students in a building exceeds the MBSP\* by 15 or more, an additional teacher will be added to the staff. The additional teacher means that the building now has a new maximum building student population. This new MBSP must be exceeded by 15 or more students before another teacher must be added.

The building principal and the professional staff may jointly decide to add two (2) full-time teacher aides in lieu of the full-time classroom teacher.

\*Definition MBSP. The Maximum Building Student Population is the product of the number of full-time equivalent grades 1-2 classroom teachers times the negotiated grades 1-2 class size ratio, plus the product of the number of full-time equivalent grade 3 classroom teachers times the negotiated grade 3 class size ratio, plus the product grades 4-6 classroom teachers times the negotiated grades 4-6 class size ratio.

When students are assigned to a split grade classroom which includes students from two ratios, they shall be counted in the lower ratio.

- 7.132.2 Kindergarten classes shall be excluded from the total building population for purposes of implementing this provision. Each kindergarten student placed in a class which is not a kindergarten class shall be counted as one (1) student for purposes of establishing the building ratio.

- 7.132.3 Any time an elementary instrumental music class size exceeds twelve (12) with three instruments, or fifteen (15) with two instruments, the teacher will meet with the principal to determine if there is a problem, and, if so, to attempt to resolve the situation. In the event they are unable to resolve the matter, they shall meet with the Music Coordinator to seek her/his assistance. If the group still cannot find a satisfactory resolution to the situation, they shall seek the assistance of the Assistant Superintendent for Curriculum and Instruction and the Association leadership. This provision is not intended to establish a maximum class size.

- 7.133 A proposal for teacher distribution shall be developed jointly by the building professional staff and the building principal and approved by the building principal. In that process, the staff and principal shall consider a plan that begins classrooms of grades one and two with at least five students below the class size maximum for those grades. They shall also consider other plans and will notify the Human Resource Services office of their decision for a plan. The Board shall provide the Association with a copy of the final plans as developed prior to the close of the school year.

- 7.134.1 Class size, for purposes of only the overload payments as required in Section 7.134.3 and 7.34.4, shall be determined by the number of students enrolled in each class on the ninth (9th) Friday of each semester. In order to receive payment for the overage, requests must be submitted to the building principal no later than one (1) work week after the count day.



- 7.134.2 Class size in the elementary schools shall not exceed twenty-eight (28) in grades 1-2 and thirty (30) in grades 3-6. These limits shall apply for normal classroom instruction except in kindergarten where class size shall not exceed the maxima set forth in this Agreement, with the following exceptions:
- 7.134.3 When class sizes in any elementary classroom exceeds these maxima by up to two (2) additional students, an overage payment of \$125 per student per semester shall be made to the teacher except kindergarten teachers who shall receive \$125 per student per year.
- 7.134.4 Class size may extend beyond those described in Section 7.134.3 only when:
1. The teacher consents to each additional student; and
  2. A half-time teacher assistant is provided for that class; and
  3. An overage payment of \$125 per student per semester is made to the teacher.
- 7.134.5 This does not include experimental, innovative or team teaching situations that have been jointly decided upon by the building professional staff and the building principal, and which may result in the instructional groups of varying size for portions of the school day.
- 7.134.6 In instances where a teacher exercises his/her right to decline additional students as provided in Section 7.134.4, and the administration has no other feasible remedy to the problem, representatives of the Board and the Association shall meet with the teacher and building administrator to explore ways to resolve the problem.
- 7.134.7 A reasonable effort shall be made not to allow classes to go over the maximum stated in Sections 7.131.2 and 7.134.2. To that end, classes of the same grade level shall be equalized wherever possible. Other factors such as maturity, achievement level, Special Education, and gender or racial balance may be reasons for not equalizing the class sizes.
- 7.134.8 A half-time assistant will be added at grades one (1) - three (3) when the actual student headcount is thirty (30) or greater. This provision may be waived by the Board in the event of a reduction in personnel.
- 7.134.9 Whenever the number of certified students in an elementary class is five (5) or more, representatives of the Board and the Association shall meet with the teacher and the building administrator to discuss the situation.
- 7.135.1 For the purpose of raising general achievement, with special emphasis on reading for all students, grades K-5, and reducing the Black-White achievement gap, additional assistance shall be provided to identified elementary schools, based on student achievement. The additional assistance will be funding equal to the current average Ann Arbor teacher's salary.

7.135.2 Any elementary school where 45% or more of the students score below the national median in the category of total reading on the California Achievement Test, or other nationally-normed test adopted by the Board, shall qualify for the added assistance in Section 7.135.1. The scores used shall be from the spring one year prior to the beginning of the school year when the assistance is to be added, unless later scores are available by the beginning of May prior to the implementation. The duration of the added assistance shall be for two (2) years.

7.135.3 Schools who qualify for added assistance shall be notified not later than the May 1st prior to implementation, by the Office of Curriculum and Instruction. Copies of all such notices shall be sent to the Association office at the same time. The school principal and staff, along with parent representation that reflects the community, shall jointly develop a plan for the utilization of the funds described in Section 7.135.1, and an annual evaluation including comprehensive achievement data to help determine if the plan is meeting the stated goals. The participants shall use the consensus model to reach agreement. The planning group shall also consult with the Department of Research Services, the Office of Curriculum and Instruction, and the Human Resource Services Office. The plan shall be submitted to the Office of Curriculum and Instruction by June 30th.

7.136 At the Middle School Level, class size limits shall be:

7.136.1	Art.....	30
	Foreign Language.....	30
	Science.....	30
	Social Studies.....	30
	English.....	30
	Math.....	30
	Speech.....	30
	Physical Education*.....	40
	Home Economics.....	27
	Industrial Education.....	27

If classes in any of the above curriculum areas are organized into homogeneous instructional levels, the following class size limits shall apply:

2 level.....	18
3 level.....	26
4 level.....	30
9 level.....	33
Health.....	30
Swimming*.....	40
Writing Improvement.....	21
Business Orientation.....	30
Typing.....	Work Stations
Environmental Science 496, 497.....	26
Jazz Band 682, 692.....	30
Guitar.....	25
General Music 677.....	27
Reading Improvement.....	18
Developmental Reading.....	26

\*The swimming portion of physical education will be limited to thirty-five (35) students in the pool area at a time, if so determined by the instructor. In addition, scheduling will be conducted in an effort to equalize the class sizes in these classes. If there is a unique safety problem at a particular building, a meeting will be held to identify the problem and attempt to reach a resolution.

- 7.136.2 Class sizes within the limitations above will be determined by the nature of the program and the learning stations available. The determination of program, consistent with this Agreement, shall remain the responsibility of the Board.
- 7.136.3 If new courses are recommended for approval to the Board during the life of this Agreement, the Administration shall offer to meet with the Association to consult on the appropriate class size prior to presentation to the Board.
- 7.136.4 A reasonable effort shall be made to equalize sections of the same class and/or teams during the same hour within three (3) students. The Board and the Association agree that there are valid reasons why classes cannot be equalized. These reasons include, but are not limited to considerations of racial or gender balance, special education, maturity, and achievement levels. Consideration shall also be given to equalizing sections of the same class during the school day whenever feasible.
- 7.136.5 The following middle school classes shall be exempted from special education student weighted requirements of Section 7.126 of this Master Agreement.  
All level two classes  
Writing improvement  
Reading Improvement
- 7.136.6 The teacher may request a meeting with the principal when the number of students certified for special education services in his/her regular education class is five (5) or more and when there is a disruption to classroom instruction. The principal and the teacher will attempt to: 1) Identify the causes of the disruption, and 2) Reach agreement on a resolution to the situation which may include student and/or teacher adjustments. Representatives of the Board and the Association may attend any necessary subsequent meeting.
- 7.136.7 If the class size in Support Classes for math, and reading and writing, at the middle schools exceeds eight (8) students, the teacher may request a meeting with the principal to seek relief. The principal and the teacher will attempt to: 1) Identify the causes of the problem, and 2) Reach agreement on a resolution to the situation. In the event that the class size exceeds eleven (11) students, the teacher and principal will meet with representatives of the Board and Association to determine what resources will be provided to resolve the problem.
- 7.137 High School level class size limits shall be 33, except as specified differently below:

7.137.1 English

103 Reading.....	18
104 Developmental Reading.....	18
105 Independent Study-Reading Center.....	18
106 English as a Second Language.....	15
107-108 Basic Skills I, II.....	25
109 Mass Media.....	29
110 Practical English.....	29
111-112 Short Readings I, II.....	29
113-114 Modern Readings I, II.....	29
143 Composition.....	29
147-148 Creative Writing 1, II.....	29
149-150 Creative Writing, Poetry-Prose.....	29
171-172 Stagecraft.....	29
173 Mime.....	29
174 Introduction to Theater.....	29
176 Television and Radio Production.....	29
177 Acting.....	29
179 Intensive Acting and Directing.....	29
187 Debate-Forensics.....	29

Business Education

(where not determined by State reimbursement standards)

601 Typing 1.....	Work Stations
602 Typing 2.....	Work Stations
603 Typing 3.....	Work Stations
608-609 Consumer Math 1,2.....	25
626 Office Machines.....	29
629 Introduction to Computers.....	25
640 COE/Work Study.....	.11 - 17 per .2 FTE*
642 COE/Work Study.....	.11 - 17 per .2 FTE*
745 COE/Work Study.....	.11 - 17 per .2 FTE*

\*Weighting of IEPC students shall not apply.

Home Economics

(where not determined by State reimbursement standards)

668-669 Commercial Foods 1,2.....	24
671-672 Quantity Foods 1,2.....	24
678 Health Occupations.....	25
685 Child Care and Guidance.....	25

Social Studies

203 Community Dynamics.....	29
205 World Problems.....	29
207-208 American History.....	29
237 Interpersonal Relations.....	29
290 Independent Study.....	20
145-146 Humanities (lecture-seminar).....	100-29

Math

311-312 Essential Math 1, 2.....	25
313-314 Career Math 1, 2.....	25
315-316 Math Lab 1, 2.....	18
319-320 Pre-Algebra.....	25

321-322 Algebra 1x, 2x.....	29
323-324 Geometry 1x, 2x.....	29
325-326 Algebra 3x, 4x.....	29
327-328 Advanced Math.....	29
328 Geometry 1R.....	29
365-366 Computer Math 1, 2.....	25
Integrated Math.....	20

Science

403 Plant Science-Horticulture.....	29
404 Animal Science-Life Science.....	29
405 Human Biology and Health.....	29
406 Applied Physical Science.....	29
407-408 Ecology-Resource Management 1, 2.....	29
409 Photography.....	29
411-412 Aerospace 1, 2.....	29

Foreign Language

First Year.....	29
Combined Sections.....	25

Art

Lab Courses.....	29
Production Art.....	25

Industrial Education

(where not determined by State reimbursement standards or where size is determined by learning stations)

747 Vocational Home Building.....	15
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Music

Performing Groups.....	151
Piano.....	25
Voice.....	25
Guitar.....	25
Music Appreciation.....	41
Wind and Percussion Workshop (Varsity Band).....	50

Driver Education.....	32
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Physical Education

Classes.....	51
961 Gymnastics 1.....	35
962 Gymnastics 2.....	35
963 Gymnastics 3.....	35
911-912 Beginning-Intermediate Swimming.....	30
916 Diving.....	25
918-919 Water Safety.....	25
915 Lifesaving.....	30
917 Swim and Stay Fit.....	30
970 Sport Medicine.....	33

PCP.....	15
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CHS Forum.....	18 Per .2 F.T.E.
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Basic Education.....19

Beginning with the 1993-94 school year.

Study Hall.....50 students per  
adult with no more than 125 total.

7.137.2 If new courses are recommended for approval to the Board during the life of this Agreement, the Administration shall offer to meet with the Association to consult on the appropriate class size prior to presentation to the Board.

7.137.3 The following high school classes shall be exempted from the special education student weighting requirements of Section 7.126 of this Agreement:

- 103 Reading
- 104 Developmental Reading
- 105 Independent Study-Reading Center
- 315-316 Math Lab
- 106 ESL

7.137.4 A reasonable effort shall be made to equalize sections of the same class and/or teams during the same hour within three (3) students. The Board and the Association agree that there are valid reasons why classes cannot be equalized. These reasons include, but are not limited to considerations of racial or gender balance, special education, and participation in pilot programs. Consideration shall also be given to equalizing sections of the same class during the school day whenever feasible.

7.137.5 Class sizes within the limitations above will be determined by the nature of the program and the learning stations available. The determination of the program, consistent with this Agreement, shall remain the responsibility of the Board.

7.137.6 The teacher may request a meeting with the principal when the number of students certified for special education services in his/her regular education class is five (5) or more and when there is a disruption to classroom instruction. The principal and the teacher will attempt to:

- 1) Identify the causes of the disruption, and
- 2) Reach agreement on a resolution of the situation which may include student and/or teacher adjustments.

Representatives of the Board and the Association may attend any necessary subsequent meeting.

7.138.1 In the event that class size maximums are exceeded in the Middle Schools and High Schools, the following amounts shall be paid to teachers: for semester courses meeting each school day or every other school day: Fifty dollars (\$50) per student over maximum; for nine-week courses meeting every school day: Twenty-five dollars (\$25) per student over maximum.

- 7.138.2 Class size shall be determined by the number of students enrolled in each class on the fourth Friday of each semester for semester courses, and on the fourth Friday of each nine-week period for quarter year courses.
- 7.138.3 Requests for payment must be submitted to the building administrator no less than one work week after the count day. Payments for overload shall be made on or before the pay period nearest the end of the semester.
- 7.200 School Calendar, School Day, and School Meetings
- 7.210 School Year and School Day
- 7.211 The regular school year and calendar shall be set forth in Appendix VI. Under no conditions shall the teacher contract year fail to meet minimum days and hours of instruction required by state law for qualification for full state aid.
- 7.212 New teachers or teachers reemployed after a lapse of two or more years may be required to participate in an orientation program scheduled by the Board. Orientation days shall not exceed five in number and shall immediately precede the reporting date for all teachers. All such teachers shall be considered employees during those days.
- 7.213 Teachers who are regularly employed by the Ann Arbor Public Schools and whose usual duties do not begin before the day upon which all teachers are required to report may be requested to assist in the orientation program provided that for each day such assistance is given they shall be reimbursed at their regular daily rate of pay based on the preceding year's individual contractual salary. Teachers whose assistance is required for less than a full day shall be reimbursed for not less than the rate for one-half day, provided that a teacher whose assistance is required during both morning and afternoon sessions for any time period shall be reimbursed for the full day.
- 7.214.1 Middle School level Counselors, Substance Abuse Counselors, and the School Court Liaison Agent shall have a regular school year five (5) days longer than classroom teachers. High School level Counselors and Substance Abuse Counselors shall have a regular school year fifteen (15) days longer than classroom teachers. The extra time is to be worked during the summer at times mutually agreeable to them and their respective administrators.
- 7.214.2 School Social Workers, School Psychologists and School Court Liaison Agents shall be paid at per diem for work performed during vacations and summer, as approved by the Director of Pupil Personnel.
- 7.215 Teachers who attend Band or Choral Camp shall be reimbursed at their regular daily rate of pay based upon their individual contract for the preceding school year.
- 7.216 The regular school day shall be maintained at Elementary, Middle and High School levels, as set forth in Appendix VI, plus the reporting time as specified in Section 7.217. Teachers shall have a duty free lunch period in accordance with the

daily schedules appearing in Appendix VI, Section 7.217.3, and Section 7.423 through 7.427. The duty free lunch period shall be forty eight (48) minutes, occurring between 11:00 A.M. and 1:00 P.M. Each School teachers shall continue with a forty (40) minute lunch period. Teachers may be asked to assist during the lunch period, on a rotating basis, during an emergency.

- 7.217.1 All High School teachers assigned to a school building full time shall be required to be in the building not more than fifteen (15) minutes prior to the beginning of the teacher's day, provided students are regularly scheduled at the beginning of the teachers' day, and fifteen (15) minutes after the end of the teachers' day, provided that students are regularly scheduled until the end of the teachers' day as defined in Appendix VI. If the day begins prior to 7:45 A.M., the time shall be ten (10) minutes before the beginning of the teachers' day.
- 7.217.2 All Middle School teachers assigned to a school building full time shall be required to be in the building not more than fifteen (15) minutes prior to the beginning of the teachers' day, provided students are regularly scheduled at the beginning of the teachers' day, and twenty (20) minutes after the end of the teachers' day, provided that students are regularly scheduled until the end of the teachers' day as defined in Appendix VI.
- 7.217.3 All elementary teachers assigned to a school building on a full-time basis shall be required to be in the building not more than twenty (20) minutes prior to the beginning of the morning session, two (2) minutes before the beginning of the afternoon session, and fifteen (15) minutes after the end of the afternoon sessions. Elementary teachers shall not be required to be in their classrooms more than five (5) minutes before the morning session nor two (2) minutes before the afternoon session.
- 7.217.4 Reporting and ending times shall apply to part-time teachers as their assignments coincide with the beginnings and/or endings of the school day.
- 7.218 Absences of up to one full working day caused by accidents and up to one-half working day for weather conditions or other Acts of God making transportation extremely hazardous in the reasonable opinion of the Board will be excused and not treated as deductions from sick leave credits or pay, provided the teacher has notified his/her appropriate building principal or administrative head as soon as reasonably possible.
- 7.219 Teachers shall not be required to be in attendance on days when school is closed for students and make-up is required of those days.
- 7.220 School Meetings
  - 7.221.1 One regular school day each week for teachers shall be extended for building, department, and Association meetings, if such are scheduled, provided that meetings shall be limited to four (4) per month for any one teacher. These meetings will be held on



Wednesday unless notification is given at the beginning of the year to Building/Department staff.

- 7.221.2 The third Wednesday of each month shall be reserved for the Association, but if the Association does not intend to have a meeting, the area representative will notify the building administrator by Tuesday morning of that week. The Board may then use that meeting for other purposes.
- 7.221.3 Individual building principals and the Association Area Representatives may submit proposals to the Board and the Association for alterations in this arrangement.
- 7.221.4 Emergency meetings may be called to discuss problems of an immediate nature. In every such instance, the Association Area Representative shall be consulted regarding the appropriateness of such a meeting. The administration will give as much prior notice as possible, based on the nature of the emergency.
- 7.221.5 The dates of regular meetings will be announced by the Board and the Association for the school year as far in advance as possible, subject to mutually agreeable adjustments. Teachers of the Pupil Personnel Services Department shall be required to attend building meetings only if their professional service is reasonably required.
- 7.221.6 Meetings shall be kept reasonable in length, the goal being a maximum of from one to one and one-half hours.
- 7.222 The Representative of the Association and other appropriate faculty members shall meet with the principal to discuss agenda items which may be included in the regularly scheduled building meetings. Whenever possible, agendas will be distributed prior to the meetings.
- 7.223 Teachers may be required to attend meetings of building parent-teacher organizations, but only if their active participation therein is scheduled. Teachers may not be required to attend more than two (2) capsule nights or curriculum nights per year, and if held, both nights may not be used in the same week. This time may be used for parent conferences at the elementary level.
- 7.224 At high schools where teachers are on a staggered session schedule, principals and department chairs are encouraged to utilize a variety of ways to conduct all or parts of faculty or department meetings to accommodate the different ending times of the two groups of faculty members. However, if the principal or department chair concludes that part or all of a faculty or department meeting must be conducted with all staff present, all teachers shall be responsible for being present. In those instances, meeting lengths shall be as described in 7.221.

#### 7.300 Workload

##### 7.310 Workload Changes

- 7.311 Prior to any change in organization, schedule, or designation of classes, which would affect class size, workload, or duties,

the Administration shall meet with the Association and negotiate these changes.

7.312 The out-of-class work load of teachers of Advance Placement courses shall not differ from that of teachers of other classes.

7.313 The duty day for School Social Workers, School Psychologists, Secondary Librarians, Counselors, and other such non-classroom teachers shall be designed to maximize direct contact with students.

Record keeping and other management type functions shall be minimized to the extent practicable, during the student day and in no event shall serve as excuse for failure to provide service to students. Such personnel shall be entitled to unassigned time equivalent to that of classroom teachers, but on a non-scheduled basis. Counselors may be required to be present up to an additional thirty (30) minutes beyond the teacher day with the scheduling of this time being mutually agreed upon by the counselor and building administrator.

7.314 In fulfilling professional responsibilities to students, parents, other staff members, and the community, the Board and the Association recognize that the required participation by non-classroom teachers in meetings for specific purposes beyond the work day may be necessary. The Administration shall be reasonable in its expectations of nonclassroom teacher's participation in conferences and meetings that will occur outside the normal work day. Such meetings shall not be scheduled on a regular basis. In the event that non-classroom teachers are required to attend two or more IEPC conferences per week whose cumulative length exceeds ninety (90) minutes beyond the work day, the Administration shall provide compensatory time of equivalent duration within the next five (5) working days.

This language is subordinate to the provisions of Section 7.221.

For purposes of this section, non-classroom teachers shall include: Learning Disabilities Consultant, School Nurse, School Social Worker, School Psychologist, Counselor, Special Needs Coordinator, COE Coordinator, School Librarian, Media Specialist, School Court Liaison Agent, Liaison for Directed Teaching, Counselor for Continuing Education, Head Librarian, Special Education Vocational Consultant, Teacher Consultant-EPPC, Language Arts Consultant.

7.315 Part-time teachers shall not be required to attend staff meetings before or after school unless their assigned time is adjacent to that meeting. They shall be responsible for learning what took place at such meetings if they do not attend. Part-time teachers shall not be required to attend after school or evening reporting to parents obligations or other functions except in proportion to their assigned time in that building.

7.316 Teachers who are assigned to more than one building shall not be required to attend staff meetings in both buildings. They shall attend staff meetings in the building where they are

assigned at the end of the school day, unless they make other arrangements with the principals for some other pattern of attendance. Such teachers shall not be required to attend after school or evening reporting to parents obligations or other functions except in proportion to their assigned time in that building. The method of proportioning such attendance shall be arranged with the principals in advance, and the teacher may ask for assistance if they are unable to reach an agreement on such arrangements.

- 7.317 The parties agree that meeting the special needs of students is the responsibility of the Board and its employees. When students who require continuing procedures of a medical, paramedical, or personal hygienic nature such as catheterization or cleaning of catheters, suctioning and re-insertion of tracheotomy tubes, toileting procedures, tube feeding, injections, and other similar procedures, are assigned to a classroom, the receiving teacher may request a meeting with the building principal, a representative of the Human Resource Services office, a representative of the Association if requested, and, when appropriate, a representative of the Pupil Personnel Services Department. The purpose of that meeting will be to develop a plan for providing appropriate assistance to the classroom. If the parties to the meeting cannot develop a plan satisfactory to the teacher, the teacher may request an immediate reassignment. The Human Resource Services Office will make every effort to honor such a request. Such an effort shall not require additional staff or result in failure to provide services to students.
- 7.318.1 The following language is intended to protect teachers from increased workload from innovative practices, but in no way is the language intended to restrict professional exploration and creativity.
- 7.318.2 Teachers shall not be assigned to participate in pilots, innovative programs or approaches to teaching which also include significantly increased workload. Teachers also shall not be penalized for declining to volunteer for such programs. Such assignments can be made if the changes in workload are successfully negotiated between the Board and the Association.
- 7.320 Elementary Schools Workload
- 7.321 Kindergarten classrooms shall be provided assistance during the first two weeks of school to help the teacher assess students and assist them in the transition to public school. The assistance may take the form of an assigned teacher assistant, an assigned noon hour supervisor during the remainder of the day, the utilization of sending partial groups to special subject classes during that period, or other methods mutually agreed upon by the teacher and the principal.
- 7.322 All first grade classrooms shall be provided with assistance during the first four (4) days when students are in attendance. The assistance shall be full-time unless a different plan is developed and approved by both the principal and the teacher. The assistance may take the form of an assigned teacher assistant, an assigned noon hour supervisor, the utilization of sending partial groups to special subject area classes, or other methods mutually agreed upon by the teacher and

**ERRATA SHEET**  
(for insertion in the 1996-99 Master Agreement)

The following language was agreed upon in resolution to a grievance in May 1998, but was inadvertently left out of the printing of the new Master Agreement. Please insert it into your Master Agreement.

Additions are in bold-face and deletions are ~~strike-throughs~~.

- 7.332.1 All elementary school teachers in regular classrooms shall have not less than **two hundred fifty-six (256)** minutes of released time per week. Any other elementary teacher who is not specified for a different amount of released time shall receive the time provided in this section or two hundred (200) minutes and ~~the time provided in Section 7.332.3,~~ **thirteen half-days of released time**, at the principal's option.
- 7.339.3 **Elementary art, music and physical education teachers shall receive an additional fifty-six (56) minutes per week beyond that provided elsewhere in this section. This time shall be provided in blocks of not less than twenty-six minutes each. However, the teacher and principal may mutually agree for the teacher to take a portion or all of this time in half-day increments, provided the total time is equal to the total of fifty-six (56) minutes multiplied by the number of weeks in the school year.**

Memorandum of agreement

The parties agree that for the remainder of the 1997-98 school year, art, physical education and music teachers shall work with their principals to obtain the released time needed beyond the time allocated in Section 7.330 and its subsections, as amended, but shall have no less than the time equal to that provided in those sections for each week beginning with May 11, 1998.

<u><i>Ronald Whitmore</i></u>	<u>8-17-98</u>	<u><i>David Harrell</i></u>	<u>8/27/98</u>
For the AAPS Administration	date	For the AAEA	date

(art-pe-music time - g98/dw#11)

In Witness Whereof, the parties have duly executed this 1996-99 Agreement on the date first written above.

BOARD OF EDUCATION OF THE PUBLIC SCHOOL DISTRICT OF THE CITY OF ANN ARBOR

Laurence Kloss, President

Laurence Kloss

John O. Simpson, Superintendent

John O. Simpson

Linda Elise Turner, Secretary

Linda Elise Turner

Ronald Whitmore, Chief Negotiator

Ronald Whitmore

ANN ARBOR EDUCATION ASSOCIATION

Linda Carter, President

Linda S. Carter

Allan Loeb, Vice President

Allan H. Loeb

David R. Harrell, Executive Director  
Chief Negotiator

David R. Harrell

Team Member

Genette Rucker

Team Member

Helen B. Oliver

Team Member

Jennie Lombard

Team Member

Pat Bantle

principal. The teacher may opt at any time not to accept assistance in the classroom.

7.323 Regular classroom teachers shall not be expected to teach instrumental music or physical education but shall be expected to work with their principals and the specialists to develop and implement a complementary program in art and vocal music instruction.

7.324 The length of the school day for special subject area teachers shall not exceed five and one-half (5-1/2) clock hours excluding lunch time, and the times specified in Section 7.217. All released time and travel time referred to in this Agreement shall be scheduled during the five and one-half (5-1/2) hour school day.

7.325 The specialists in instrumental and vocal music, physical education, and art shall prepare any evaluations of progress of pupils in those subjects taught by them.

7.330 Elementary School Released Time

7.331 As provided for in Appendix VI, all elementary teachers shall have the equivalent of at least one full school day during the year and one full school day at the end of the year for working on records, teaching materials, or other professional responsibilities.

7.332.1 All elementary school teachers in regular classrooms shall have not less than 256 minutes of released time per week. Any other elementary teacher who is not specified for a different amount of released time shall receive the time provided in this section or two hundred (200) minutes and the time provided in Section 7.332.3, at the principal's option.

7.332.2 The first thirty (30) minutes of released time that occurs as a result of classes going to the media center shall not be counted towards meeting the released time requirement.

7.332.3 The additional released time over the amount provided in 1995-96 shall be provided through one, or a combination, of the following: a) longer special area classes, b) additional media/technology time, or c) other methods of restructuring time and other resources as agreed upon through consensus by the AAEA members and approved by the building principal.

7.332.4 The Board shall make every reasonable effort to provide the block of time in a manner which does not require the writing of lesson plans and with access by the teacher to her/his classroom.

7.333 Regular classroom teachers may be released from all art, vocal music, physical education, and library periods (except for larger group chorus periods).

- 7.334. Consistent with adequate supervision of students and building program needs, a ratio of one (1) teacher to two (2) classes may be arranged during recess periods, weather or space permitting.
- 7.335 Instrumental and vocal music teachers shall receive 300 minutes of released time per week, not including travel time; each instrumental music teacher-in-charge in each building shall receive additional thirty (30) minutes of released time per week. Each instrumental and vocal music teacher shall receive a minimum of 45 minutes daily.
- 7.336 The classes of instrumental music teachers shall be scheduled insofar as practicable during the school day. If classes are scheduled at other hours, equivalent released time shall be scheduled during the school day.
- 7.337 Elementary art teachers shall receive two hundred (200) minutes of released time per week per assigned full-size elementary school building. If ten (10) minutes of released time cannot be provided between each teaching assignment, the assignments shall be lengthened by ten (10) minutes to allow the teacher time to make the transition from one class to another with the students present. The released time shall be in blocks of not less than thirty (30) minutes daily.
- 7.338 Physical education teachers shall receive two hundred (200) minutes of released time per week, not including travel time. Each physical education teacher shall receive a minimum of thirty (30) minutes daily.
- 7.339.1 Practices prior to September 1997 regarding the number of special area classes that a teacher can teach in a day shall not be controlling if the positioning of the lunch hour for a school is modified or the length of special area classes are changed to allow more efficient use of special area teachers, provided that special area teachers continue to receive released time as provided above.
- 7.339.2 Part-time elementary teachers shall receive released time prorated in relation to full-time teachers.
- 7.340 Elementary Clerical Assistance
- 7.341.1 Each elementary teacher shall receive secretarial and clerical assistance within the constraints of Section 7.521 as described in the following provisions:
- 7.341.2 Typing and mailing letters and memos.
- 7.341.3 Typing and reproduction of materials of reasonable length for the classroom.
- 7.341.4 Ordering of approved supplies for the classroom.
- 7.341.5 Making entries in students' records from materials provided by teachers.
- 7.341.6 Reception and transmission of telephone messages to teachers and parents.

- 7.341.7 Such other clerical work as teachers may request subject to the approval of the appropriate building administrator.
- 7.341.8 Such assistance, however, shall not exceed fifteen (15) hours per full time equivalent teacher per year, except kindergarten teachers who shall be entitled to fifteen (15) hours per section of kindergarten per year.
- 7.341.9 The parties acknowledge the right of Teacher Consultants to fifteen (15) hours of clerical assistance per year per full time equivalent assignment in the buildings. If the information is confidential, the Teacher Consultant will confer with the principal, who will arrange for it to be typed.

7.350 Secondary Level Workloads

- 7.351.1 The assigned daily workload for all Senior High School teacher's shall not exceed the time equivalent of five (5) teaching assignments regardless of the length of the class periods or number of periods in a school day, except that Section 7.353 may be invoked as necessary. Study hall shall be considered a teaching assignment. Any teaching assignment may be replaced with a non-teaching assignment. Administrative periods may be scheduled when necessary; when departures from the regular schedule occur for such periods, time used will be deducted equally across the day, excluding fourth period.
- 7.351.2 No teacher's day at Community High School shall have a beginning to ending time of more than ten hours nor more assignments than seven and one-half hours. Forum assignment at Community High School shall consist of .2 of the regular teaching assignment with no more than eighteen (18) students under the teacher's supervision. In any event, no teacher at Community High School shall be assigned more than .3 forum with more than 27 students.
- 7.352.1 The assigned daily workload for Middle Schools shall not exceed 250 minutes per day, except as provided in Section 7.352.2, and that Section 7.353 may be invoked as necessary. Study hall shall be considered a teaching assignment. Any teaching assignment may be replaced with a non-teaching assignment.
- 7.352.2 Interdisciplinary Teams may, by consensus, self-schedule team meetings and classes in excess of the five assignments and/or 250 minutes on any given day, provided that the meetings and/or classes do not take the assignment time for any teacher above an average of 250 minutes per day for that given week, and provided that any repetitive scheduling of more than five assignments may only be implemented if the team applies for and receives advance approval from the Board and Association Negotiating Teams.
- 7.353 Lunch supervisors shall be selected from volunteers whenever possible. Lunch supervision, hall supervision and other supervision assignments shall be on a time equivalent basis in relation to teaching assignments. In addition, every reasonable effort shall be made to recruit volunteers to assist with snack breaks of no more than 25 minutes, but if such procedures fail to fulfill supervision needs within the building, teachers may be assigned without compensatory benefit on a rotating basis.



- 7.354 An individual teacher should not be required to perform assignments for more than two hundred (200) consecutive minutes, including passing time or other breaks between classes. An assignment is defined as any class or duty to which a teacher is assigned. No teacher should be required to teach both first and seventh hours at the High Schools.
- 7.355 Classes should be scheduled into rooms with proper facilities.
- 7.356 The Board shall attempt to schedule teachers into no more than two classrooms in a building in a day, and attempt to schedule them into the same rooms for the same preparations. Whenever possible, and within the context of other priorities, schedules should be created to leave the classroom where the teacher maintains records and supplies vacant and available to the teacher for at least one of his/her planning periods.
- 7.357 No teacher should have more than three (3) preparations. Preparation shall be defined as a class requiring a unique course outline and significantly different materials, and shall expressly exclude teaching the same course to different grade levels.
- 7.358 Each semester, teachers will provide students with a copy of coursework expectations, grading procedure and times when the teacher is available for conferencing. This information will be provided to parents during curriculum/capsule night in addition to any other information the teacher provides to parents.
- 7.360 Secondary Level Unassigned Time
- 7.361 All High School teacher required time beyond the time mentioned in Sections 7.351.1, 7.351.2 and 7.353 shall be unassigned time.
- 7.362 All Middle School teacher required time beyond the time mentioned in Sections 7.352 and 7.353 shall be unassigned time.
- 7.363 "Unassigned time" shall be defined as time during the contractual day, above and beyond the time mentioned in Sections 7.351, 7.352, and 7.353 during which a teacher is expected to perform unstructured, assignment oriented and/or other self-directed professionally related tasks and duties. Examples of tasks that teachers will perform on their unassigned time include: routine curriculum management tasks, curriculum development activities, student and/or parent conferences, instructional material management, student tutoring, and other professionally related activities. Teachers will establish the times and places that they will normally be available each week for conferences or telephone contacts during the student school day. Other times should be available by appointment.
- 7.364 Part-time secondary teachers shall not have released time, except that in the event a part-time teacher's classes are not scheduled consecutively, that teacher shall be paid for time in between.

7.370 Secondary Clerical Assistance

- 7.371.1 Each Secondary teacher shall receive secretarial and clerical assistance within the constraints of Section 7.521 as described in the following provisions:
- 7.371.2 Typing and mailing of letters and memos;
- 7.371.3 Typing and reproduction of materials of reasonable length for the classroom;
- 7.371.4 Ordering of approved supplies for the classroom;
- 7.371.5 Making entries in students' records from materials provided by teachers;
- 7.371.6 Reception and transmission of telephone messages to teachers and parents;
- 7.371.7 Such other clerical work as teacher may request subject to the approval of the appropriate building administrator;
- 7.371.8 Such assistance, however, shall not exceed fifteen (15) hours per full time equivalent teacher per year.

7.380 Department Chairpersons

- 7.381 Building Department Chairpersons shall work with the principal to schedule classes and teachers.
- 7.382 Department Chairpersons shall be required to observe classes only when released time is provided for that purpose.
- 7.383 When possible, Chairpersons in humanities shall be scheduled so that they are available during lecture hours.

7.390 Study Hall

- 7.391 Teachers shall be expected to organize study hall in order to provide for the safety, supervision, monitoring of attendance of students, and assistance to them.

7.400 Workload, Conditions and Benefits for Special Areas

7.410 Media Specialists

- 7.411 The Board shall employ one media specialist who works directly with students for each 650 students or major fraction thereof.
- 7.412 Media specialists shall have released time equivalent to that of classroom teachers in their respective buildings. Provision shall be made for the media specialist to leave the media or learning resource center during released time.
- 7.413 The Board shall provide adequate clerical assistance for each media center.
- 7.414 The media specialist in each building shall be provided with office space equipped with desks, filing cabinets, and typewriter.

- 7.415 All materials for all schools shall be classified, catalogued and processed in a central cataloging center under the supervision and leadership of the Director of Instructional Media.
- 7.416 When an entire elementary class is sent to the elementary media center more than one time each week, the teacher shall remain in the center with the students during such extra periods for the purpose of consultation, supervision, reading guidance and relating media center activities to the curriculum.
- 7.417 When a substitute media specialist is on duty and entire classes are sent to the media center, the teacher shall remain with the class except when released time under Section 7.331 is being taken.
- 7.418 In secondary schools where the media specialist has responsibilities and duties the same as a building department chairperson, the head of the media program shall receive supplementary pay and released time equivalent to that of the chairperson of a department.
- 7.419 The duty day for media specialists shall be the same length as that of classroom teachers in that building, but the Board may shift the media specialist's duty day at the secondary schools by up to thirty minutes to provide library services before or after school.

#### 7.420 Elementary Supervision

##### 7.421 Lead Teachers

- 7.422.1 The Board of Education may employ a lead teacher from among the teaching staff of an elementary school in order to insure adequate leadership and student supervision when the principal is not available. When employed in this capacity, the lead teacher shall:
  - 7.422.2 Be on call each day during the student lunch period in a backup capacity to handle a problem or emergency when the principal is on duty but already involved in another problem or emergency.
  - 7.422.3 Provide continuous, first-line supervisory coverage during the student lunch period for up to, but not more than, eight (8) days per school year when requested by the principal.
  - 7.422.4 Assume leadership and administrative responsibility in an emergency during the instructional day when the principal is authorized to be out of the building.
- 7.423 The Board may employ one or more teachers in each elementary building to work with other adult staff to ensure there is a safe ending to the noon period and an orderly transition from lunch to afternoon instruction. The teacher(s) shall work in this role for the last fifteen minutes of the lunch period each day, prior to the passing bell. The title for this position shall be noon transition teacher.
- 7.424 If more than one teacher wants to share a position, the principal may approve that arrangement. If no teacher volunteers for the position of noon transition teacher, the

principal will assign teachers by rotation. The rotation must include all teachers who are in the building on full days, excluding kindergarten teachers and teachers who travel between buildings on the potential day of their assignment. No more than one position per building may be filled by this method.

- 7.425.1 The duties of the noon transition teacher shall be performed only during the duty period described in Section 7.423, and shall be:
  - 7.425.2 Provide additional adult professional authority and management for the period of their employment in this role.
  - 7.425.3 Monitor student behavior, assure orderly transition from the playground or other places where students are located.
  - 7.425.4 Assist with conflict management during the duty period.
  - 7.425.5 Bring specific problem areas and behaviors to the attention of the noon hour supervisor and/or principal.
  - 7.426 The noon transition teacher shall not be requested or required to supervise other adult noon hour staff members.
  - 7.427 If the Board employs a noon transition teacher it may also employ a substitute noon transition teacher at the same per diem pay rate to serve in the event the noon transition teacher is absent. If no teacher volunteers for the position of substitute noon transition teacher, the principal will assign teachers by rotation.
- 7.430 Nurses and Teachers of Speech and Language
- 7.431 The assigned caseload for teachers of the speech and language impaired shall not exceed sixty cases without application and approval from the State of Michigan.
  - 7.432 The Board shall employ a minimum of five (5) school nurses, and adopt as a goal, the employment of seven (7) school nurses.
  - 7.433 The Board shall provide adequate clerical help at the Pupil Personnel Office for nurses. Adequate clerical help shall be provided also in each building to which the nurse is assigned.
- 7.440 School Psychologists, School Social Workers, Teacher Consultants, and School-Court Liaison Agent(s)
- 7.441.1 The Board shall employ School Psychologists in a system-wide ratio of 1:5000 students.
  - 7.441.2 The Board shall make every reasonable effort to adjust school psychologist caseloads and other responsibilities so that they are equivalent at the beginning of each school year.

During the year if a psychologist believes that his/her workload has become disproportionate compared to other psychologists, she/he may request a review of workloads by the administration. Such a review will include consideration of such factors as building program and size, participation in student study teams, other pre-referral models, the estimated

number of evaluations to be done, and other factors identified by the psychologist or the administration. If the review reveals an inequity, adjustments may be made.

7.442.1 The Board shall employ as a minimum a ratio of one School Social Worker for every 2500 students, and adopts as a goal, the employment of two additional School Social Workers over the minimum.

7.442.2 The Board shall make every reasonable effort to adjust social worker caseloads and other responsibilities so that they are equivalent at the beginning of each school year.

During the year if a social worker believes that his/her workload has become disproportionate compared to other social workers, she/he may request a review of workloads by the administration. Such a review will include consideration of such factors as building program and size, participation in student study teams, other pre-referral models, the estimated number of evaluations to be done, and other factors identified by the social worker or administration. If the review reveals an inequity, adjustment may be made.

7.443 The Board shall provide adequate clerical help at the Pupil Personnel Offices and in each building for School Social Workers.

7.444 The Board shall maintain a system-wide ratio of Teacher Consultants at no less than 1:750 elementary students.

7.445 The Board shall employ a School-Court Liaison Agent(s) to assist School Social Workers and Counselors when a student becomes involved with the courts.

7.446 Teacher consultants at the middle school shall have a caseload of twenty-five (25). Teacher consultants who teach a content area class as approved by Pupil Personnel Services shall have a caseload of twenty (20).

7.447 The Board shall provide at least one full-time teacher assistant for each Middle School. The Building Special Education Team may petition building administrators for additional teacher assistants as needed. If the building administrator denies the petition, the Team may appeal the decision to Pupil Personnel. The use of the assistant(s) will be jointly determined by the building special education staff and the building administrator.

7.448.1 Teacher Consultants, in addition to their direct service caseload, will case manage only those initial student referrals for which they are also assigned to the Multi-Disciplinary Evaluation Team (MET), consistent with Section 7.448.2 below.

7.448.2 Teacher Consultants may be assigned to METs for:

- a. Initial student referrals for students suspected of having a specific learning disability. Students suspected of other disabilities will be case managed by other disciplines within Pupil Personnel Services.

- b. Students on the Teacher Consultant caseload as a result of thirty (30) day placements, and;
  - c. Students on the Teacher Consultant caseload who are referred for re-evaluation (3 years or other).
- 7.449 The maximum number of students on the Teacher Consultant caseload will be twenty-five (25). The Board will continue to attempt to evenly distribute Teacher Consultant caseloads with a factor being the number of buildings assigned. The caseload will consist of:
- a. Students who have been placed on the caseload as a result of IEPC decisions.
  - b. Students who have been placed on the caseload as a result of thirty (30) day placements.
  - c. Students in the initial referral process for whom the Teacher Consultant is assigned as a member of the MET(s).
- 7.449.1 Class size for learning disabled shall not exceed ten (10) students with a caseload not to exceed fifteen (15) students without application and approval from the State of Michigan.
- 7.449.2 Class size for emotionally impaired shall not exceed ten (10) students with a caseload not to exceed fifteen (15) students without application and approval from the State of Michigan.
- 7.449.3 Class size for educable mentally impaired shall not exceed fifteen (15) students without application and approval from the State of Michigan.
- 7.449.4 Caseload for secondary resource teachers shall not exceed twenty (20) students without application and approval from the State of Michigan.
- 7.449.5 Caseload for elementary resource teachers shall not exceed eighteen (18), and two evaluations at any one time period, without application and approval from the State of Michigan.
- 7.450 Special Education Classes
- 7.451 In elementary schools the assigned daily workload for teachers of the educable mentally impaired and hearing impaired shall be the same as that of regular classroom teachers at the same building, except that one-half (1/2) hour each day shall be reserved for activities related to the assignment. An alternative instructional program shall be provided for students if they are in school during the above-mentioned half hour, so long as such instructional program does not require an increase in expenditure in either the building or district budget. At least two times per week this half-hour shall occur at the same time for all teachers of the educable mentally impaired and hearing impaired in a given building.
- 7.460 Secondary Guidance
- 7.461 The normally assigned workload of Secondary Counselors shall be 1:300 counselees with a maximum by Fourth Friday of no more than 325 counselees for any counselor.

- 7.462 The Board shall provide a full-time secretary, or equivalent, for the use of the guidance personnel for each class in high school.
- 7.463 In each Middle School the Board shall provide one full-time secretary, or equivalent for the use of guidance personnel.
- 7.464 Counselors shall not be used for control and supervision of students except as teachers are so used. Counselors shall not be placed in a position where they are expected to deal with their own counselees in a punitive role. However, counselors shall be expected to perform counseling services (as defined in the curriculum yellow pages) for students in addressing those behaviors that impact on their achievement. Those behaviors include, but are not limited to, attendance, substance abuse, and interpersonal relations.
- 7.465 The Counselor from each school who serves on the Roberto Clemente screening committee shall have his/her initial caseload reduced by a number that is an average of the Clemente caseload for the previous three years.
- 7.466 The Counselor for Continuing Education shall work a forty-one (41) week work year.
- 7.470 Cooperative Occupational Education Coordinators
- 7.471 The C.O.E. Coordinators' contractual work year shall be forty-two (42) weeks. Work days in addition to those defined by the school calendar as the regular school year shall be scheduled by the Director of Occupational Education. Work beyond forty-two (42) weeks may be arranged by mutual consent of the parties, compensation being determined according to Section 7.472.
- 7.472 C.O.E. Coordinators shall receive a prorated amount based on contractual salary for any required time beyond that required for other teachers.
- 7.473 The assigned daily workload for C.O.E. Coordinators is identified in Section 7.137. If the load exceeds 17 students per 0.20 F.T.E. a meeting will be held with the affected employee, Association, Executive Director of Employee Relations and Staff Development, and other appropriate individuals in an attempt to resolve the situation if there are sufficient numbers of students enrolled in the work study program. If there are not sufficient numbers of students enrolled, other assignments may be made provided the class size limits are met.
- 7.480 Additional Staff
- 7.481 Middle School Advisors shall not be required to carry out clerical tasks as defined in Section 7.370 of this Agreement.
- 7.482 The beginning and ending times of trainers schedules, when they are providing direct service to students, including teaching classes, shall not be longer than the length of the high school teacher's day including time required in Section 7.217.1. The

Board will make every effort to schedule trainers adjacent to their trainer responsibilities. However, trainers may adjust their time in consultation with the administration from day to day to best meet the needs of the program, provided that the average time per week meets the time defined in this section. If the Board wishes trainers to provide additional service or service later in the day, they may do so by reducing the class time at the beginning of the day. The trainers shall not be required to provide direct service to students beyond the times noted in this section.

7.490 English as a Second Language

- 7.491 Teachers in the Elementary and Middle English-as-a-Second-Language Program shall have planning time equal to regular classroom teachers.
- 7.492 The Board shall attempt to limit the number of conferences with parents where English As A Second Language teachers serve as interpreters.
- 7.493 If teachers of English As A Second Language are required to attend meetings outside of normal school hours in excess of ninety (90) minutes per week they shall be provided compensatory time to be taken at a mutually agreed upon time.

7.500 Educational Materials, Equipment, and Facilities

7.510 Each Building

- 7.511 The Board shall make every reasonable effort to provide in each school building for use by teachers for school related purposes:

A telephone for each thirty full or part-time teachers, privately located;

A typewriter and other duplication equipment separate from those provided for the administrative staff of the school and with necessary and adequate supplies, and at each elementary building a primary typewriter;

Instructional material or material for work assigned by the Board to a teacher need not be submitted by any teacher to his/her school's administrative staff prior to production thereof on such typewriter or duplicating equipment;

A health room with at least one standard cot, a desk, a file, first aid equipment, a sink, and conference room, as well as access to a phone;

Staff lunchroom and lavatory and lounge facilities adequate for the entire staff;

Adequate storage space for each teacher;

Adequate parking space for each teacher regularly assigned to the building;

Adequate preparation and work space for each teacher;



Adequate office space for each department chairperson.

7.512 Every reasonable effort will be made to have a telephone with a private line in an Elementary Teacher Consultant room in each elementary building.

7.513 At the secondary level, the Board shall provide adequate facilities and telephones to allow teachers to carry out their responsibilities for talking with parents and to meet with students and or parents.

7.520 Educational Materials and Equipment

7.521 The Board shall make every reasonable effort to furnish each teacher responsible for the education of children with adequate and suitable materials and supplies for programs he/she is expected to conduct.

7.522 Teachers may, with the principal's approval, borrow entrance keys for short term access to a building for work at a time other than the regular school day.

7.530 Physical Plant

7.531 The Board shall make every reasonable effort to insure that all rooms in which teachers are expected to perform their duties shall be suited to the functions expected of the programs involved, and shall be adequately cleaned, heated, ventilated and soundproofed, contain adequate storage space, lighting, plumbing and other facilities as may be needed for the task to be performed.

7.532 The Board shall provide other facilities and equipment for which programs and standards or specifications are defined or developed in this Agreement.

7.533 In the event of emergency circumstances that interfere with instruction in an individual class the teacher may notify the principal of the conditions and request an alternative teaching station be located.

7.600 Evaluation of Students

7.610 Elementary

7.611 Elementary teachers will report pupil progress to parents each semester in accordance with the guidelines set forth in the Reporting to Parents Handbook dated September 1987. The equivalent of two (2) half days will be made available to teachers for preparing these reports. Teachers are expected to have a conference for every child during the first semester. Additional conferences will be held if requested by either parents or teachers during the course of the year. For kindergarten teachers the time shall be the equivalent of four (4) half day units. Effective with the 1989-90 school year there will be no half day units at the elementary level except kindergarten but one full day for report writing will be provided as indicated in the school calendar as identified in Appendix VI. Kindergarten will have an additional two (2) half days.

7.612 No other responsibilities shall be assigned during such released time periods. Such periods, with respect to other personnel, shall be reserved for meetings, planning and preparation, or administrative work as approved by the Office of Instructional Services.

See attached Memorandum of Agreement regarding 7.611.

7.613 Kindergarten teachers who teach two sections shall have twice the amount of time as other teachers for parent conferences and report writing. This time will be arranged at the building level by mutual agreement between the principal and teacher, and can include the following alternative methods of providing the time: 1) providing a substitute on the preceding day and the day of the conference or writing, 2) arranging for both sections of students to attend for one hour and twenty minutes each, and utilizing the remainder of the day for conferences or writing, 3) arranging for field trips for students supervised by other certified personnel on such days, 4) arranging for special presentations for the day by other certified personnel on such days, 5) utilizing other certified personnel for portions of several days which are the time equivalent of the conference or report writing days, or 6) utilizing extended or extra instruction from special area teachers in time equivalent to the conference or report writing days. Principals and teachers may also utilize combinations of the above methods, or other methods, to provide the necessary time.

7.620 Secondary

7.621 Teachers will report pupil achievement to parents two (2) times each semester, and will provide additional reports at two (2) scheduled interim periods per semester for all students whose achievement is unsatisfactory.

7.622 At the high school and middle school levels there shall be at least two (2) full work days between the end of any examination or marking period and the date grades must be submitted by teachers.

7.623 Middle school teacher advisors shall be required to report on the progress of student advisees three times each year. Such reports shall contain information relative to advisor curriculum units addressed, and provide a student self assessment. Teacher advisors are not expected to evaluate student performance in the advisory class. Each advisor is expected to have a conference for every advisee during the first semester. Additional conferences will be held if requested during the course of the year.

7.630 Parent-Teacher Conferences

7.631 It is the professional responsibility of all teachers (K-12) to be available to meet with all parents and to keep parents informed of student progress. When possible, these meetings will be scheduled during designated conference times. Parents will be informed in writing, however, that when parents cannot meet at these designated times, they may call the school to arrange a meeting. These conferences may be scheduled before school, during lunch or break, after school, in the evening, or at other mutually agreed upon times.

7.640 Evening Conferences

- 7.641 There shall be four (4) evening conference times scheduled during the year at all levels. These conferences shall be scheduled with input from the Association as to dates and will not coincide with Curriculum Night or Open House. These evenings shall be the time equivalent of half day units. Two compensatory days in that same time period will be arranged in the calendar as identified in Appendix VI.
- 7.642 Individual building staffs and principals may reach agreements with parent representatives to modify the time of the evening conferences. The conference times must be after the teacher's regular work day, and must be based on times when parents can attend the conferences.
- 7.643 Individual building staffs and principals may agree to move one or two evening reporting to parents conference times to a compensatory day. They may do so if: 1) they are able to assure that the scheduling is such that each parent is able to make arrangements with the teacher(s) to attend a conference, 2) at least two-thirds if the staff concurs, and 3) that the decision on specific dates is made not later than September 30th of each year and announced to parents by that date.

7.700 Travel Provisions for Itinerant Personnel

7.710 Travel Time

- 7.711 Adequate and appropriate time shall be allowed for all teachers whose assignment requires travel to and between buildings. Such travel time is not to be considered part of the regular released time or lunch period. Adequate and appropriate shall be defined as time required at a moderate pace by motor vehicle to physically travel from one building to another.
- 7.712 The Board shall, whenever feasible, schedule teachers who must travel between buildings, with at least twenty (20) of their unassigned minutes in addition to actual travel time, traveling between classes in the two buildings. In cases where it is not feasible, the Assistant Superintendent for Human Resource Services and an Association officer shall meet to explore alternate resolutions to give that teacher time to meet with students from those classes, and staff at each building.

7.720 Use of Personal Automobile

- 7.721 Teachers who work in more than one building or otherwise travel in performing their responsibilities, and use their car therefore, shall be paid a travel payment at least semi-annually based upon their average travel assignment as determined from time to time by the Office of Administration after consultation with the teacher, the department chairperson of such teacher, and the Director of Pupil Personnel where appropriate. The Board shall establish current mileage charts indicating distances between buildings in the school system and shall issue a copy of this chart to teachers who are regularly involved in traveling between any such buildings.
- 7.722 Teachers shall be reimbursed for travel at the maximum rate per mile that is allowable by the Internal Revenue Service.

7.800 Substitutes for Teachers

- 7.811 The Board agrees to maintain at all times, insofar as possible, an adequate list of qualified substitutes for all levels and all subject areas. Once a teacher has reported unavailability for work, it shall be the responsibility of the administration to arrange for a substitute, including a substitute in the special areas in elementary schools of art, music, and physical education and the media center at all levels.

7.900 Assignments, Transfers and Reassignments, Vacancies, Promotions and Internships

7.910 Assignments

- 7.911 All teachers shall be given written notice of their tentative class and/or subject assignments, building and room assignments for the forthcoming school year as soon as practicable, and except in cases of emergencies, not later than one week prior to the teacher reporting date.
- 7.912 The Board shall tentatively assign all newly-appointed teachers to their specific positions within that subject area and/or grade level to which the Board has appointed them. The Board shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than one week prior to the teacher reporting date.
- 7.913 In the event that changes in building and subject assignments are proposed after one week prior notice as indicated above, any teacher affected shall be notified promptly in writing.
- 7.914 All secondary principals shall solicit teacher preferences for classes and class schedules each school year. The principal may consider these preferences when scheduling for the next school year.
- 7.915 The Board shall issue temporary contracts to all teachers hired after November 1st of each school year. The positions held by these teachers will be filled for the following school year, if the position still exists, during the normal transfer processes in the spring. It is acknowledged that internal building reassignments are a part of that normal transfer process. The Board may make exceptions to the temporary contract rule, on a case by case basis, provided it consults with the Association prior to making the decision.

7.920 Transfers and Reassignments

- 7.921 To the extent possible, no vacancy shall be filled by means of involuntary transfer if there is a known qualified and appropriate volunteer available to fill such position. The Board shall post all vacancies requiring transfer, voluntary or involuntary, in accordance with Section 7.931.
- 7.922 Notice of an administrator's recommendation for involuntary transfer or reassignment, including reasons necessitating such change, shall be given to teachers both orally and in writing by that administrator, as soon as practicable. Such recommendation will be acted upon by a representative of the

Human Resource Services Office and a written notice of his/her decision shall be delivered promptly to the teacher.

- 7.923.1 When an involuntary transfer or reassignment is necessary, number of years of experience in the Ann Arbor School District, kind of experience, certification majors and minors, and demonstrable program needs shall be considered in determining which teacher is to be transferred or reassigned. Demonstrable need includes subject and classes taught within the assignment. Such transfers will not be done for disciplinary reasons.
- 7.923.2 Experience shall mean months, days and years of certificated employment in the Ann Arbor Public Schools. Experience and seniority are used interchangeably in this Agreement. If two or more teachers have the same length of experience and the Board must decide on transferring one of the teachers, a drawing shall be held to determine which person(s) will be considered more senior. The drawing shall be precedential for all future transfer considerations of those teachers.
- 7.923.3 The procedure for identifying the teacher to be involuntarily transferred shall include:
- 1) Preparing a list of teachers by years of experience in the Ann Arbor School District who teach in the level/subject area in the building where a transfer(s) is/are necessary, and
  - 2) Proceeding along this experience list from least experience to most experience in the Ann Arbor School District identifying certification majors and minors, kind of experience and demonstrable programmatic needs.
- All factors cited in Section 7.923.1 will be considered when making an involuntary transfer.
- 7.923.4 Teachers who have been involuntarily transferred from a building or department (Language Arts, Pupil Personnel Services, etc.) within the previous two (2) years shall be given consideration when a vacancy in a similar position occurs in that building or department if they apply for the vacancy. Other factors to be considered are certification major and minor, kind of experience and demonstrable programmatic need.
- 7.923.5 Involuntary transfers will not be made for the purpose of racially balancing the staff of a school unless the Board of Education is so directed by a court of competent jurisdiction.
- 7.923.6 If involuntary transfers from the middle school are required, majors and minors shall not be a factor in determining who is to be declared surplus. If there is a need for assigning middle school teachers to the high school level, majors and minors shall be considered.
- 7.924 Every reasonable effort shall be made to avoid involuntary transfers to achieve an increase in class size or to balance classes for any school year after Friday of the fourth (4th) week of school for elementary schools and after the fourth Friday of each semester for secondary schools.

7.925.1 Teachers being involuntarily transferred or reassigned shall have preference over those seeking voluntary transfer or reassignment in regard to existing vacancies, provided the selection of vacancy is compatible with the reason for transfer or reassignment and Section 7.921 above. All transfers and reassignments shall be made in conformity with the Michigan Teachers' Tenure Act.

7.925.2 If counselors are to be reassigned from counseling positions, the Board shall reassign the counselor with the least experience in the district as a counselor, and voluntarily transfer other counselors as necessary to readjust the counseling staff to where they are needed. Counselors shall be considered as a system-wide group for this process with no differentiation between middle and high school levels.

If voluntary transfers do not accomplish the necessary reassignments, the Board may invoke the involuntary transfer process to fill the need. Teachers reassigned from counseling in this manner shall be entitled to the first available vacancy in counseling.

7.926 To the extent practicable, full time teachers shall be given priority in matters of assignment and transfer.

7.927 First year probationary elementary teachers shall not be assigned to a different grade level after Friday of the fourth week of school unless the teacher requests or agrees to such change.

7.928 Any teacher who shall be transferred from a position as a teacher and shall later return to a position as a teacher shall be entitled to such rights and benefits as would have accrued under this Agreement had he/she remained a teacher. Certified personnel transferred into the bargaining unit for the first time shall have such rights and benefits as of the date of their initial employment with the Board. No tenure or probationary teacher will be placed on layoff as a direct result of this provision for one year after such transfers.

7.929.1 Requests for transfer shall be submitted to the Human Resource Services Office in writing (on forms provided by the Board) and should set forth reasons for the request and the teacher's qualifications. Except for applications for posted vacancies, requests for transfer shall be submitted to Human Resource Services by April 15 of any given year. The Board will forward a copy of all such requests to the Association by May 1.

The Board shall consider such requests for the remainder of the school year for placement for the following year, and shall consider all such applicants for vacancies which are known between the end of the school year and August 15 each year. The Board shall make every effort to give special consideration to applicants from programs operated by the district for emotionally impaired students in self contained classrooms. This shall include guarantees for interviews for positions for which the applicant is certified and qualified.

7.929.2 A teacher shall not be considered voluntarily transferred from an assignment until the teacher has accepted an assignment offer from the Human Resource Services Office.

- 7.929.3 Each teacher who has applied for a vacancy shall be notified in writing of either acceptance or rejection of the request as soon as possible after the decision on such request is made. In case of rejection, the teacher shall be entitled to a reason.
- 7.929.4 A representative for Human Resource Services shall make the final decisions on all requests for voluntary transfer.
- 7.929.5 A written request to the Human Resource Services Office may be made by any two (2) teachers who wish to exchange assignments for up to one school year provided:
- a) The administrators who would be affected agree to the exchange, and
  - b) The teachers involved are certified and qualified pursuant to Board policy.

Application for this exchange must be submitted to the Human Resource Services Office by June 1 for the following school year. This provision is not subject to the posting procedure. A representative for Human Resource Services shall make the final decision on all requests for such exchange in assignments.

#### 7.930 Posting Procedure

- 7.931.1 Whenever any position, excluding the Superintendent and such other central administrative positions that are to be filled by administrative transfer, in the District becomes vacant, or is newly established, the Board shall post the same by sending a posting of each position to the Association and by appropriate posting thereof on the posting hotline, at the Balas Building, and in every school building and the Public Library. School building postings may be suspended during the summer when school is not in session, but Section 7.931.3 shall be followed during that period. These positions shall be posted for five (5) school days or seven (7) calendar days.
- 7.931.2 Positions shall not be filled, on a permanent basis, until posting time lines specified in Section 7.931.1 have been met.
- 7.931.3 Any teacher having provided the Board with written request for specific transfer or promotion by April 15 shall be notified by the Board if such position becomes vacant or is newly established during the summer vacation pursuant to Section 7.929.1.
- 7.931.4 It shall not be necessary to post a vacant position which has been temporarily filled if the teacher filling the position immediately prior to the temporary assignment is to return to that same position.

#### 7.940 Application Procedures

- 7.941 Any teacher may apply for any vacant position. In filling such a position, the Board agrees to give consideration to such factors as the professional background and attainment of all such applicants, their length of service and work performance in regular and extra assignments in the school district,

experience elsewhere, affirmative action, personality and other relevant factors such as any adverse effect on Board programs as a result of the teacher leaving his/her present position. The Board shall make every effort to give special consideration to applicants from programs operated by the district for emotionally impaired students in self contained classrooms. This shall include guarantees of interviews for positions for which the applicant is certified and qualified. Internal applicants shall be considered before seeking outside applicants; however, the filling of vacancies during the school year may be done utilizing the provisions of Section 7.910 and its subsections.

7.942 Upon receipt of the application for a vacant position, a representative for Human Resource Services will forward a written acknowledgment and a job description for the vacant position. Once a selection has been made, each candidate shall be notified of this action. The candidate then has the right to a conference with a representative for Human Resource Services to discuss the reasons for his/her rejection.

7.943 If any teacher wishes to reapply for a vacant position, he/she may bring his/her current application up-to-date rather than resubmitting a completely new application.

7.944 Teachers who were employed by the Board prior to September, 1989 and who applied for positions at the middle school level shall not be subject to the Board's majors and minors policy. Those same teachers' lack of a major or minor in the subject of a middle school vacancy for which they are applying, shall not be a restriction from their consideration.

7.945 Part-time teachers who have requested an increase in time shall be given an interview, upon request, prior to or along with the other selected applicants who are not currently under contract with the district. This right will only exist in filling positions for which those teachers are certified and qualified, for the beginning of the school year.

#### 7.950 Administrative Internship

7.951 The Board intends to continue to provide administrative internships for assisting in identifying and training potential appointees, from among the professional staff, to administrative positions that probably will become vacant or be newly established within the current or next school year. The Board, however, shall not be limited by such internships or to interns in making appointments, but may consider others, both in and outside of employment with the Board, using the criteria outlined in Section 7.941.

7.952 The Board shall notify the Association as internships are established. Any teacher may apply for any available internship, and shall receive due consideration according to the criteria outlined in Section 7.941.

7.953 Internships may be on a full or part-time basis, for such period or time as may be reasonably appropriate, and may be combined with teaching or other work normally assigned. An intern shall be paid the salary he/she would have received had



he/she remained a teacher, but he/she shall not be a member of the bargaining unit.

8.000 SUMMER SCHOOL

8.100 Calendar

8.111 During those summers for which the Board elects to run a summer school program, summer school shall begin the second Monday following the close of school and shall continue for no longer than seven (7) consecutive weeks of up to five (5) school days each exclusive of Independence Day Week, which shall have four (4) school days. On the Friday preceding the opening of summer school, teachers will meet as a faculty to receive assignments for the first day, half of which shall be for registration in the afternoon. (In no event, however, shall the time of student attendance fall below the time required for North Central accreditation if accreditation is required.)

8.200 Workload

8.211 The Summer School day for Secondary teachers shall consist of four (4) periods of fifty-five (55) minutes each except behind the wheel training in Driver Education which shall be on an hourly basis.

8.212 The day for the Secondary Summer School Media Specialist shall be five (5) hours, with the additional hour scheduled as one-half hour before and after the regular summer school day.

8.300 Selection of Teachers

8.311 Teachers in Summer School shall be properly certified.

8.312 Selection of Summer School teachers shall be made in accordance with the Board Affirmative Action Policy adopted in 1987 and based on the following criteria:

Preference shall be given, and the Board has the right to choose, from a pool of applicants composed of teachers who are tenured in Ann Arbor. Separate pools will be established for Elementary, Middle School, and High School. The Middle School and High School pools shall be composed of teachers who are teaching or have taught the subject but not necessarily the exact classes for necessarily in the regular classroom for which they request summer school employment. In Elementary School the pool shall be composed of any regular classroom teachers or other teachers, who teach or have taught elementary students.

Second choice shall be from a pool of non-tenure teachers fulfilling the criteria in the preceding paragraph.

Third choice shall be from a pool of applicants composed of teachers who are certified and qualified.

Previous Summer School employment shall be considered with the criteria above, but it shall not be construed to assure Summer School employment from year to year.

8.313 The Association agrees to reopen Section 8.312, above, and to negotiate in good faith on any proposal for different selection criteria for use in any innovative or experimental Summer School program submitted by the Board.

8.314 At the completion of the selection process the office of Human Resource Services will provide the Association with a list of summer school applicants with a designation of those hired.

8.400 Compensation

8.411 Compensation for Summer School teaching, excluding behind the wheel training and simulator experience in Driver Education, shall be \$41.90 per hour in 1995, and \$42.91 per hour in 1996. The hourly wage amount for summer school shall be increased each year by the same percentage of increase that the salary schedule is increased for the immediately preceding school year.

8.412 Teachers of behind the wheel and simulator Driver's Education shall receive \$20.00 per hour.

8.500 General Provisions for Summer School

8.511 All other provisions in this Agreement shall apply to Summer School teachers except those in conflict with this Article, 8.000.

9.000 PROFESSIONAL RESPONSIBILITY

9.100 The Board and the Association agree that teaching must be recognized as a profession, and in that light endorse the following beliefs which recognize what the best teaching is and which give guidance to those in the profession. These beliefs are not intended to prescribe specific theories but to encourage and recognize a variety of good practices. To that end, they will only be used to enhance the professional development of teachers.

9.110 Teachers have a continuing professional responsibility to promote and participate in their own individual and collective professional development. This responsibility includes being prepared to teach the content and skills necessary to lead students toward mastery of state and district generated outcomes.

9.111 If the Board requires teachers to receive specific training, the Board shall provide that training at no cost to the teacher and, as one option, will offer the training during the contractual day.

9.120 Teachers have a continuing professional responsibility to base decisions on established theories and reasoned judgments in relation to instruction and student learning.

9.130 Teacher individual and collective professional development must reflect student learning as a major emphasis.

9.140 Teachers have a responsibility to teach content and skills that lead towards student mastery of the district's identified

learning outcomes. The outcomes shall be considered designated for emphasis by the district.

- 9.150 Teachers have a continuing professional responsibility to effectively communicate and work in consultation with parents to lead the student toward achieving the district's outcomes.

10.000 THE MASTER AGREEMENT

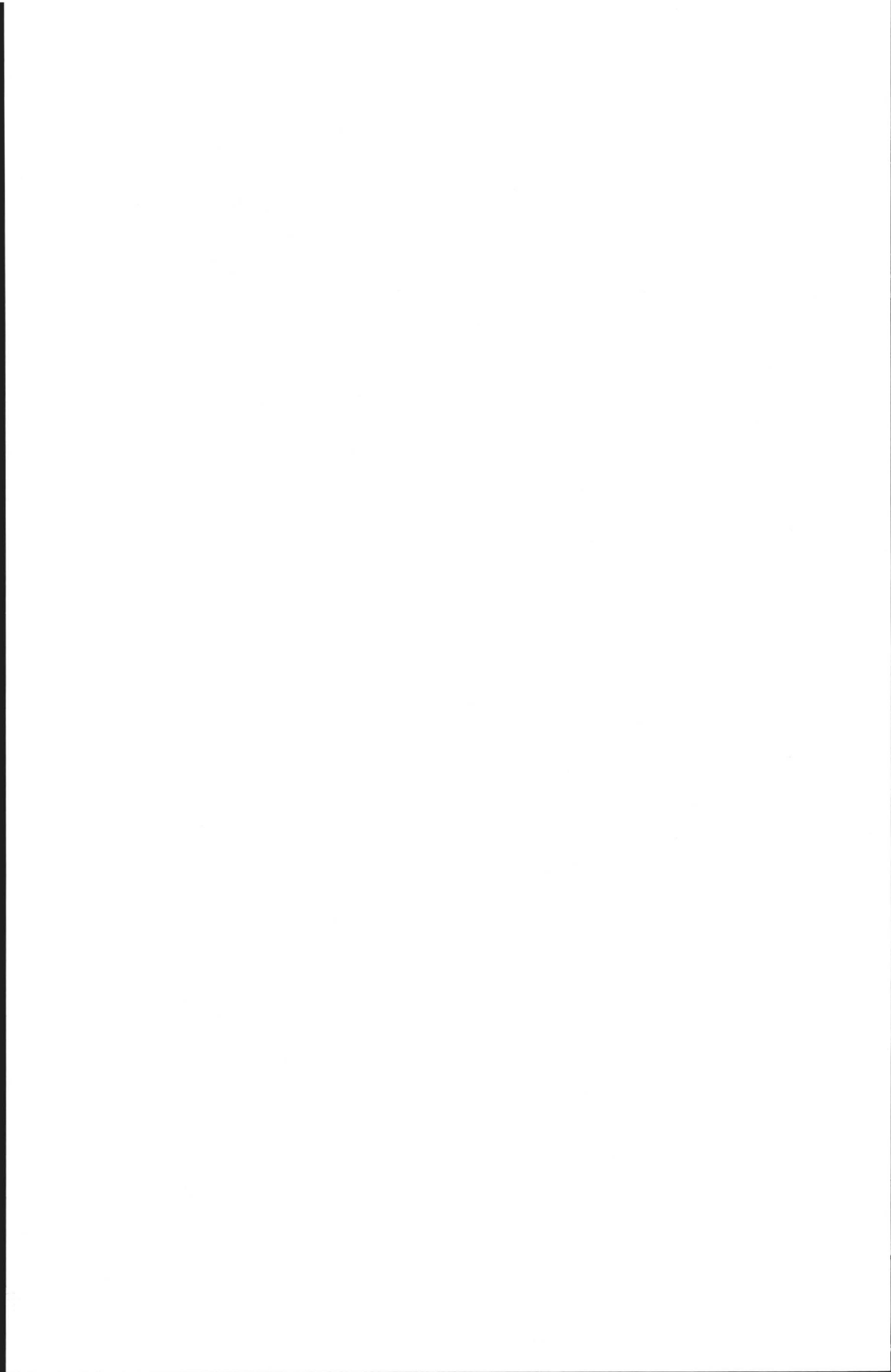
- 10.111 This Agreement shall become effective as of August 26, 1996. Except for Public Librarians (as provided below), any compensable work performed by any member of the Association bargaining unit prior to Labor Day of any year shall be paid for on the basis of the previous year's salary schedule. Such individual work contracts shall be deemed to have been terminated as of midnight of the day before Labor Day of each year. The beginning date of all individual contracts for all members of the Association bargaining unit shall be the same, excepting Public Librarians, whose contracts shall be dated July 1 to June 30 each year, and whose annual salaries as negotiated to be effective for teachers the following September shall be paid on a fiscal year basis.
- 10.112 Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, for its duration, shall be controlling.
- 10.113 Board Policies shall be compiled under one cover and shall be maintained for review by teachers and the Association through the individual building principals and the Office of Information Services. Board Policies and Administrative Rules and Regulations affecting teachers shall be compiled under one cover and shall be made available to each teacher each year (though all copies of such Rules and Regulations shall remain the property of the Board). Revisions to the Rules and Regulations shall be published as soon after adoption as practicable and shall become addenda to the primary document itself.
- 10.114 It is agreed that existing Board Policy, appropriate to the terms of this Agreement, shall continue in effect, but this Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 10.115 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsistent except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

10.116 Copies of this Agreement shall be printed at the expense of the Board and presented to the Association, all teachers now employed, and those hereafter employed by the Board.

10.117 The Ann Arbor Education Association shall not engage in, sanction, or conduct any work stoppage or other concerted action in violation of the terms and conditions of this Agreement for the duration of this Agreement.

10.118 This Agreement, when effective, shall govern relations between the parties until midnight August 29, 1999, at which time it shall expire, without notice to or by either party, unless prior thereto the parties have agreed to extend it for a specified period or for such periods as they may agree to from time to time. This Agreement may not be reopened in whole or in part during its term except by mutual consent of the parties.

In the event there are major (exceeding .5% of projected annual revenue) reductions in local, state or federal revenues, or an unforeseen financial crisis which adversely affects the funding of schools, the Master Agreement shall terminate at the time such changes go into effect, except as the contract is extended by mutual agreement.



APPENDIX I

Group A

Classroom Teacher	Reading Consultant
Reading Support Services Teacher (Reading Correctionist)	School Court Liaison Agent
Speech Correctionist	Liaison for Directed Teaching
Certified Pre-School Teacher	Counselor for Continuing Education
Teaching Consultant	Title I Teacher
Learning Disabilities Consultant	Reading Specialist
Practical Nurses Program Instructor	Special Education Vocational Consultant
Summer School Teacher	Teacher Consultant, EPPC
School Nurse	Environmental Education Consultant
School Social Worker	Language Arts Consultant
School Psychologist	ILC Teacher
Counselor	DPLC Teacher
Special Needs Coordinator	Special Education Teacher
COE Coordinator	Occupational Therapist
School Librarian	Learning Disabled Teachers
Media Specialist	Service Provider
Department Chairperson	

APPENDIX I

Group B

Superintendent	Supervisor, including of
Deputy Superintendent	Accounting
Associate Superintendent	Payroll
Assistant Superintendent	Cafeterias
Administrative Assistant to the Superintendent	Maintenance
Executive Director Labor Relations and Staff Development	Transportation
Executive Director Instructional Services	Human Resource Services
Director, including of	DPLC
Early Childhood Education	Federal Grants
Auxiliary Services	Pre-School
Capital Planning	Assistant Director for Special Education
Language Arts	Athletic Director
Vocational Education	Assistant Director of Vocational Education
Testing and Evaluation	Managers
Public Libraries	Research Consultant
Instructional Media	Coordinator
Recreation	Federal Grants Coordinator
Pupil Personnel Services	Purchasing Agent
Continuing Education	Subject Matter Consultant and Chairperson
Data Processing	Principal
Cultural Arts Coordinator	Assistant Principal
Recreation Specialist	Class Principal
Dean	Cultural Arts Specialist

Assistant Dean

Coordinator for Community Resources

Project Director, Teaching-Learning  
Communities

Reading Program Specialist

Program Supervisor, PPS

Human Relations Specialist

Secretary to the Board

Tutorial Facilitator

Finance Officer

Programmer/Analyst

Special Projects Evaluator

Electronics Technician

Graphic Artist

Assistant Graphic Artist

Sports Director



APPENDIX II

GRIEVANCE REPORT FORM  
STEP I  
Ann Arbor Public Schools

GRIEVANCE # \_\_\_\_\_

Building	Assignment	Name of Grievant	Date Filed	Filed With
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A. Date Cause of Grievance Occurred: \_\_\_\_\_  
(or Date Cause Discovered)

B. 1. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Violation of Master Agreement: Section(s) # \_\_\_\_\_

2. Relief Sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

C. Disposition: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Distribution of Completed Form:

Administration:	Yellow	Association Office:	Blue
Employee Relations Office:	Gray	Grievant:	Green

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1. MY TEACHER IS FRIENDLY.



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2. MY TEACHER HAS A GOOD SENSE OF HUMOR.



---

3. MY TEACHER IS PATIENT WITH ME.



---

4. MY TEACHER IS WILLING TO ADMIT MISTAKES.



---

5. MY TEACHER GIVES ME HELP WHEN I NEED IT.



---

6. MY TEACHER TREATS ME FAIRLY.



---

7. MY TEACHER LETS ME TELL ABOUT THINGS IN CLASS.



---

8. THE WORK MY TEACHER GIVES ME TO DO IS INTERESTING.



---

9. MY TEACHER EXPLAINS WORK SO THAT I CAN UNDERSTAND IT.



---

10. MY TEACHER ANSWERS MY QUESTIONS ABOUT SCHOOL WORK.



---

11. MY TEACHER WANTS ME TO WORK AS HARD AS I CAN.



---

12. MY TEACHER MAKES LEARNING FUN.



---

13. MY TEACHER ENCOURAGES ME TO MAKE SUGGESTIONS AND GIVE MY IDEAS IN CLASS.



---

14. MY TEACHER LETS OUR CLASS HELP PLAN.



---

15. WE DO INTERESTING THINGS IN MY CLASS.



---

16. I LEARN A LOT FROM MY TEACHER.



---

17. I THINK MY TEACHER LIKES ME.



---

18. I LIKE MY TEACHER.



	Most of the time	Some of the time	Hardly Ever
1. My teacher is friendly.			
2. My teacher has a good sense of humor.			
3. My teacher is patient with me.			
4. My teacher is willing to admit mistakes.			
5. My teacher gives me help when I need it.			
6. My teacher treats me fairly.			
7. My teacher lets me tell about things in class.			
8. My teacher gives me work that is interesting to do.			
9. My teacher explains work so that I can understand it.			
10. My teacher answers my questions about school work.			
11. My teacher expects me to work as hard as I can.			
12. My teacher gives assignments that are reasonable in length.			
13. My teacher supports students even when their ideas are different from his/hers.			
14. My teacher makes learning fun.			

	Most of the time	Some of the time	Hardly Ever
15. My teacher encourages me to make suggestions and give my ideas in class.			
16. My teacher lets our class help plan.			
17. We do interesting things in my class.			
18. I learn a lot from my teacher.			
19. I think my teacher likes me.			
20. I respect my teacher.			
21. I think my teacher is a good teacher.			

Add any other comments:



	almost always	most of the time	some of the time	almost never
Did you understand what was expected of you? What didn't you understand?				
	almost always	most of the time	some of the time	almost never
Did the teacher's expectations seem reasonable? Why or why not?				

Which class session or unit was most interesting? Why?

Which class session or unit was least interesting? Why?

How could the teacher make the class more interesting?

	almost always	most of the time	some of the time	almost never
Was the teacher fair? What wasn't fair?				

	almost always	most of the time	some of the time	almost never
Were the lessons made clear? What wasn't clear?				

How could tests, quizzes, and other grading methods be improved?

Please comment on any of the following: homework, lectures, class discussions,  
annoying habits of teacher, books.

Add any other comments:

From \_\_\_\_\_ to students in \_\_\_\_\_  
 Teacher Course Period Date

Please give me your honest opinion of my work as your teacher in this course. Please respond to each question by circling the appropriate number. Responses are keyed to numbers on a scale of 4 (far above average) to zero (far below average), with 2 designated as average. Do not sign your name.

1. Teacher seems to know subject matter.	very knowledgeable	4	3	2	1	0	not knowledgeable
2. Teacher makes subject matter interesting.	interesting	4	3	2	1	0	boring
3. Teacher explains subject matter clearly.	explains clearly	4	3	2	1	0	explains unclearly
4. Teacher gives assignments relevant to the subject matter.	always relevant	4	3	2	1	0	never relevant
5. Teacher is prepared for daily classwork.	prepared	4	3	2	1	0	unprepared
6. Teacher is considerate of differing opinions.	considerate	4	3	2	1	0	inconsiderate
7. Teacher is willing to give extra help.	willing to help	4	3	2	1	0	not willing to help
8. Teacher's speech and vocabulary are clear.	clear	4	3	2	1	0	unclear
9. Teacher is patient when student doesn't understand the subject matter.	patient	4	3	2	1	0	impatient
10. Teacher is in control of class.	in control	4	3	2	1	0	not in control
11. Teacher provides a relaxed atmosphere in class.	relaxed atmosphere	4	3	2	1	0	tense atmosphere
12. Teacher is enthusiastic.	enthusiastic	4	3	2	1	0	bored
13. Teacher shows a sense of humor.	sense of humor	4	3	2	1	0	no sense of humor
14. Teacher encourages students to participate in discussions and ask questions.	encourages	4	3	2	1	0	discourages
15. Teacher challenges me to do my best.	challenges	4	3	2	1	0	doesn't challenge
16. Teacher is fair in grading.	fair	4	3	2	1	0	unfair
17. Teacher makes grades available so that you can check your progress.	available	4	3	2	1	0	not available
18. Teacher holds regular review sessions before tests.	adequate reviews	4	3	2	1	0	never reviews
19. Teacher returns assignments promptly.	prompt returns	4	3	2	1	0	slow returns
20. Are there enough tests, quizzes, and assignments?	too many	4	3	2	1	0	too few
21. Was there enough discussion before tests, assignments, etc. so that you knew what to expect?	adequate discussions	4	3	2	1	0	inadequate discussions
22. How would you rate discussions following tests, etc? (Did you understand the mistakes you made?)	adequate explanations	4	3	2	1	0	never gives explanations



- |   |                    |   |   |   |   |   |                      |
|---|--------------------|---|---|---|---|---|----------------------|
| 23. Did you receive enough individual attention?                              | adequate attention | 4 | 3 | 2 | 1 | 0 | not enough attention |
| 24. Was the teacher fair in relationships with students?<br>What wasn't fair? | fair               | 4 | 3 | 2 | 1 | 0 | unfair               |

25. Is the course material presented in a way that shows any prejudice on the basis of racial, sexual, or ethnic group? Please comment.

26. Does the teacher show any prejudice or biased feelings in dealing with minority students? Please comment.

27. What do you like about the teacher?

28. What don't you like about the teacher?

29. Which class session or unit was the most interesting? \_\_\_\_\_  
Which class session or unit was the least interesting? \_\_\_\_\_  
Please comment.

30. How could the teacher make the course more interesting?

31. How could tests, quizzes, and other grading methods be improved?

32. Would you recommend this course to someone else? Why, or why not?

33. Please comment on any of the following: homework, lectures, annoying habits of the teacher, books.

34. Any additional comments:

APPENDIX IV  
1996-97 SALARY SCHEDULE

Degree/ Step	BA 01	BA+30 02	MA 03	MA+30, BA+60w/MA 2 MA 04	Ed. Spec. 05	BA+90 w/MA 06	Ph.D. 07
01	\$28,285	\$30,800	\$31,860	\$32,865	\$33,730	\$34,680	\$35,715
02	\$30,190	\$32,920	\$34,245	\$35,250	\$36,135	\$37,165	\$38,220
03	\$32,060	\$35,130	\$36,650	\$37,675	\$38,620	\$39,665	\$40,810
04	\$33,900	\$37,375	\$39,115	\$40,180	\$41,170	\$42,240	\$43,450
05	\$35,870	\$39,660	\$41,625	\$42,775	\$43,790	\$44,895	\$46,115
06	\$37,845	\$41,990	\$44,260	\$45,405	\$46,445	\$47,580	\$48,865
07	\$39,845	\$44,410	\$46,890	\$48,130	\$49,165	\$50,330	\$51,645
08	\$41,930	\$46,805	\$49,560	\$50,965	\$52,085	\$53,380	\$54,870
09	\$44,040	\$49,175	\$52,260	\$53,805	\$54,950	\$56,475	\$58,035
10	\$46,970	\$52,535	\$56,040	\$57,245	\$58,485	\$59,925	\$61,555

APPENDIX IV  
1997-98 SALARY SCHEDULE

Degree/ Step	BA 01	BA+30 02	MA 03	MA+30, BA+60w/MA 2 MA 04	Ed. Spec. 05	BA+90 w/MA 06	Ph.D. 07
01	\$28,850	\$31,415	\$32,495	\$33,520	\$34,405	\$35,375	\$36,430
02	\$30,795	\$33,580	\$34,930	\$35,955	\$36,860	\$37,910	\$38,985
03	\$32,700	\$35,835	\$37,385	\$38,430	\$39,390	\$40,460	\$41,625
04	\$34,580	\$38,125	\$39,895	\$40,985	\$41,995	\$43,085	\$44,320
05	\$36,585	\$40,455	\$42,460	\$43,630	\$44,665	\$45,795	\$47,035
06	\$38,600	\$42,830	\$45,145	\$46,315	\$47,375	\$48,530	\$49,840
07	\$40,640	\$45,300	\$47,830	\$49,095	\$50,150	\$51,335	\$52,680
08	\$42,770	\$47,740	\$50,550	\$51,985	\$53,125	\$54,450	\$55,965
09	\$44,920	\$50,160	\$53,305	\$54,880	\$56,050	\$57,605	\$59,195
10	\$47,910	\$53,585	\$57,160	\$58,390	\$59,655	\$61,125	\$62,785

APPENDIX IV  
1998-99 SALARY SCHEDULE

Degree/ Step	BA 01	BA+30 02	MA 03	MA+30, BA+60w/MA 2 MA 04	Ed. Spec. 05	BA+90 w/MA 06	Ph.D. 07
01	\$29,715	\$32,355	\$33,470	\$34,525	\$35,435	\$36,435	\$37,525
02	\$31,720	\$34,585	\$35,980	\$37,035	\$37,965	\$39,045	\$40,155
03	\$33,680	\$36,910	\$38,505	\$39,585	\$40,570	\$41,675	\$42,875
04	\$35,615	\$39,270	\$41,090	\$42,215	\$43,255	\$44,380	\$45,650
05	\$37,685	\$41,670	\$43,735	\$44,940	\$46,005	\$47,170	\$48,445
06	\$39,760	\$44,115	\$46,500	\$47,705	\$48,795	\$49,985	\$51,335
07	\$41,860	\$46,660	\$49,265	\$50,570	\$51,655	\$52,875	\$54,260
08	\$44,055	\$49,170	\$52,065	\$53,545	\$54,720	\$56,085	\$57,645
09	\$46,270	\$51,665	\$54,905	\$56,525	\$57,730	\$59,335	\$60,970
10	\$49,345	\$55,195	\$58,875	\$60,140	\$61,445	\$62,960	\$64,670

APPENDIX V  
SUPPLEMENTARY PAY

1. Pupil Services

A. Senior High School Counselors*	15% C
B. Middle School Counselors	10% C
C. Counselor of Continuing Education	15% C
D. School-Court Liaison Agent	5% C

\*Includes Substance Abuse Counselors and applicable time requirements.

2. Music Activities

A. Bands

1) Senior High School		
Symphony	4.50% C	6.75% C
Symphony Marching	2.25% C	When combined
Concert	2.25% C	3.5% C
Concert Marching	1.25% C	When combined
Pep	1.25% C	
Jazz	2.25% C	
Wind Ensemble	4.75% C	
2) Middle	3.00% C	

B. Orchestras

1) Senior High School		
Symphony	4.50% C	7.0% C
Concert	2.50% C	When combined
2) Middle	3.00% C	

C. Chorus

1) Senior High School		
A Cappella	4.50% C	
Choralier/Chamber	1.75% C	
Contando	1.75% C	
Mixed Ensemble	1.75% C	
2) Middle	2.75% C	

D. Senior High Musical

1) Technical Director	2.50% C
2) Choreographer	2.50% C
3) Costumer	2.00% C
4) Dramatic Director	4.75% C
5) Orchestra Director	2.25% C
6) Vocal Director	2.50% C
7) Producer	6.00% C

3. Department Chairperson

A. High School

1) Department of 1.0-2.9 professional FTE	7.00% C
2) Department of 3.0-9.9 professional FTE	10.00% C
3) Department of 10.0 professional FTE or more and one period released each day each semester	10.00% C

The method of determining the number of members in a Department will be to count the total professional full time equivalent (FTE) allocation for the Department LESS 1.0 FTE as representative of the Department Chairperson. A release period for writing assignments for an individual whose assignment is split between English and Humanities will have .05 FTE multiplied by the number of assignments in each Department added to the respective Departments.

B. Middle

Middle Curriculum Leaders	\$500 per semester and no more than five (5) assignments.
------------------------------	--

4. Literary Activities

A. Senior High School

Yearbook	380 points and either one (1) period each day each semester released or scheduled as a class.
Newspaper	3.00% C and either one (1) period each day each semester released or scheduled as a class.
Literary Magazine	2.50% C and either one (1) period each day for one (1) semester released or scheduled as a class.

B. Middle School

Yearbook	One (1) period released time, assigned as a regular class or \$8.75 per hour, hours to be mutually determined by the teacher and the principal.
Newspaper	One (1) period released time, assigned as a regular class or \$8.75 per hour, hours to be determined by the teacher and the principal.

5. Secondary Dramatics

A. Senior High School

- 1) Dramatics and Theatre Guild 10.0% C
- 2) Production Board 637 Points to a maximum of 4 plays/year
- 3) Stage Manager 4.50% C and one (1) period each day each semester released.
- 4) Debate 446 Points
- 5) Forensics 446 Points

B. Middle School

- 1) One Act Play 104 Points per play
- 2) Three Act Play 200 Points per play

6. Student Activities

A. Cheerleading

- 1) Football 297 Points
- 2) Basketball 248 Points
- 3) Hockey 143 Points

B. Acquaneers 443 Points

7. Interscholastic Sports

Points

- 1. Athletic Trainer 1,485
- 2. Assistant Trainer 1,238
- 3. Head Baseball Coach 768
- 4. Junior Varsity Baseball Coach 614
- 5. 9th Grade Baseball Coach 576
- 6. Head Basketball Coach 743
- 7. Junior Varsity Basketball Coach 594
- 8. 9th Grade Basketball Coach 557
- 9. Head Cross Country Coach 397
- 10. Asst. Cross Country Coach 298
- 11. Head Field Hockey Coach 614
- 12. Junior Varsity Field Hockey Coach 491
- 13. 9th Grade Field Hockey Coach 461

7.0 Interscholastic Sports (continued)

14. Head Football Coach	893*
15. Junior Varsity Football Coach	714
16. Asst. Football Coach	670
17. 9th Grade Football Coach	670
18. 9th Grade Assistant Football Coach	503
19. Head Men's Golf Coach	453
20. Head Women's Golf Coach	525
21. Head Men's Gymnastics Coach	518
22. Assistant Men's Gymnastics Coach	389
23. Head Women's Gymnastics Coach	855
24. Assistant Women's Gymnastics Coach	641
25. Head Ice Hockey Coach	809
26. Assistant Ice Hockey Coach	607
27. Head Soccer Coach	660
28. Junior Varsity Soccer Coach	528
29. 9th Grade Soccer Coach	495
30. Head Softball Coach	768
31. Junior Varsity Softball Coach	614
32. 9th Grade Softball Coach	576
33. Head Men's Swimming Coach	820
34. Head Women's Swimming Coach	820
35. Assistant Men's Diving Coach	638
36. Assistant Men's Swimming Coach	615
37. Assistant Women's Diving Coach	638
38. Assistant Women's Swimming Coach	615
39. Head Synchronized Swimming Coach	565
40. Head Men's Tennis Coach	605
41. Head Women's Tennis Coach	493
42. Junior Varsity Men's Tennis Coach	484
43. Junior Varsity Women's Tennis Coach	394
44. Head Track Coach	752
45. Assistant Track Coach	564
46. Head Volleyball Coach	713
47. Junior Varsity Volleyball Coach	570
48. 9th Grade Volleyball Coach	535
49. Head Wrestling Coach	728
50. Assistant Wrestling Coach	546

\*And One (1) release period during fall semester.

Middle Sports Program

1. Baseball	335
2. Basketball A	310
3. Basketball B	155
4. Field Hockey A	325
5. Field Hockey B	163
6. Football*	
7. Gymnastics A	350
8. Soccer A	340
9. Soccer B	170
10. Softball A	335
11. Swimming A	325
12. Synchronized Swimming	286
13. Track A	365
14. Volleyball A	310
15. Wrestling A	325

\*See 9th Grade Football - Interscholastic Schedule



8. Other Activities

A. Secondary

- |   |  |            |
|---|--|------------|
| 1. Student Council  | One (1) period released each day<br>each semester.                 |            |
| 2. Before/After Hall Duty   |  | \$5.50/hr  |
| 3. Science Camp Director  |  | 198        |
| 4. Asst. Sci. Camp Director   |  | 149        |
| 5. Academic Games   |  | \$8.00/hr  |
| 6. Saturday Programs  |  | \$8.00/hr  |
| 7. Driver's Education (behind the wheel and<br>simulator training outside the normally<br>scheduled school hours) |  | \$20.00/hr |
| 8. Black Student Union  | \$1,000 per year or one period<br>released each day each semester. |            |

Teachers of classroom driver education shall receive an hourly rate equal to their hourly rate for required teacher time during the school year for any teaching outside the normally scheduled hours.

B. Elementary

- |  |  |                 |
|--|--|-----------------|
| 1. Before/After School Hall Duty                             |  | \$5.50/hr       |
| 2. Student Service Unit*                                     |  | 149 points      |
| 3. Elementary School Teacher Leader &<br>Conflict Management |  | 206 points/year |
| 4. Noon transition teacher:                                  | One thousand and sixty<br>eight (\$1,068) annually<br>on a per diem basis. |                 |

\*If the principal in an elementary school decides the necessity for a Student Service Unit (Service Squad/Safety Patrol) and assigns teachers to those responsibilities on a voluntary basis.

9. The Board shall pay, except as noted below, for each supplementary pay position listed which uses the point system, in addition to the supplementary pay (points x \$ per point) specified for that position, an experience factor. The experience factor will be an amount equal to 3 percent (3.00%) of his/her supplementary pay, times the number of years (up to a maximum of ten (10) years) during which he/she has been in the supplementary pay position for a full season. No more than one (1) year of experience may accumulate in a single year per position and each position will accumulate experience separately. Positions which will not earn an experience factor are: All Pupil Services positions (1A-D), positions paid on an hourly and/or flat rate basis, production board, all plays, lead teachers, positions paid based on percent of contract and all other positions not paid based on points.

10. "C" indicates that the index dollar amount is computed using the contractual salary for the teacher involved. If the teacher is part-time, the index will be calculated as if the teacher were full-time.

11. The rate of pay per point for the 1996-97 school year is \$5.09 per point, for the 1997-98 school year \$5.19, and \$5.35 per point for 1998-99. Subsequent rates per point will be determined by taking the average percentage increase on the salary schedule (excluding increment) and multiplying that figure by the then current rate or pay per point.

Points for interscholastic sports are based on the system to be described and the attached memo of understanding.

METHOD OF CALCULATION  
INTERSCHOLASTIC SPORTS

I. HOURS

A. Time on Task

1. Tasks that were time estimated:

Contest time  
 Squad travel  
 Warm-up

Practices  
 Locker Room Supervision

SPORT	PRACTICES PER SEASON	HOURS PER PRACTICE	HOME GAMES PER SEASON	HOURS PER HOME GAME	AWAY GAMES PER SEASON	HOURS PER AWAY GAME	TOTAL HOURS
Baseball	60	3.0	11.0	3.5	12.0	6.5	296.5
Basketball - Men	67	2.5	10.0	4.0	11.0	7.0	284.5
Basketball - Women	67	2.5	10.0	4.0	11.0	7.0	284.5
Cross Country	50	2.0	5.0	2.0	10.0	5.0	160.0
Field Hockey	52	2.5	6.0	4.0	7.0	7.0	203.0
Football	80	3.0	5.0	5.0	4.0	8.0	297.0
Golf	33	3.0	8.0	5.0	8.0	7.0	195.0
Gymnastics - Men	58	2.5	3.0	5.0	4.0	7.0	188.0
Gymnastics - Women	78	3.0	8.0	5.0	8.0	7.0	330.0
Ice Hockey	71	2.5	12.0	4.0	11.0	7.0	302.5
Soccer	59	2.5	9.0	4.0	9.0	7.0	246.5
Softball	60	3.0	11.0	3.5	12.0	6.5	296.5
Swimming - Men	82	3.0	8.0	3.0	10.0	6.0	330.0
Swimming - Women	82	3.0	8.0	3.0	10.0	6.0	330.0
Synchronized Swimming	68	2.0	6.0	3.0	7.0	6.0	196.0
Tennis - Men	55	3.0	8.0	3.0	9.0	6.0	243.0
Tennis - Women	36	3.0	8.0	3.0	9.0	6.0	186.0
Track	59	2.5	6.0	3.5	13.0	8.0	272.5
Volleyball	69	2.5	7.0	3.5	12.0	7.0	281.0
Wrestling	60	2.5	6.0	3.5	11.0	11.0	292.0
9th Football	38	2.5	3.0	3.0	4.0	3.5	118.0

## II. PARTICIPANTS

In calculating the number of participants, twice the squad size was taken (Starters + Substitutes) as the number of participants. For sports where a second team, run by a junior varsity or assistant coach, is used these sports added twice the squad size, i.e.,

Football squad size	22
substitutes	22
J. V. Team squad size	22
J. V. substitutes	<u>22</u>
Total	88

The number of participants by sport is listed below:

Sport	Squad Size plus substitutes	Second Team	Total
Baseball	18	18	36
Basketball*	15	15	30
Cross Country	14	14	28
Field Hockey	22	22	44
Football	44	44	88
Golf	20	--	20
Gymnastics	18	--	18
Ice Hockey	18	--	18
Soccer	22	22	44
Softball	20	20	40
Swimming M + W	28	--	28
Synchronized Swimming	20	--	20
Tennis M + W	20	--	20
Track	66	--	66
Volleyball	12	12	24
Wrestling	26	--	26

\*For Basketball, two teams of subs will be used.

## III. ASSISTANT/JUNIOR VARSITY COACHES

- A. To be determined by the number Assistant/Junior Varsity coaches supervised by a Head Coach.
- B. Factor Weight  
Ten (10) points for each Assistant/Junior Varsity Coach supervised by a Head Coach.

IV. EQUIPMENT RESPONSIBILITY

Sports were divided into three (3) groups depending on the level of equipment responsibility.

<u>High</u>	<u>Medium</u>	<u>Light</u>
Football	Gymnastics	Tennis
Gymnastics	Volleyball	Golf
Track	Wrestling	Cross Country
Baseball	Basketball	Syn Swimming
Softball	Swimming	
Field Hockey	Soccer	
Ice Hockey		

V. RISK/SAFETY RESPONSIBILITY

Sports were divided into four (4) groups based on the safety/risk responsibility of the coach.

<u>High</u>	<u>Med-High</u>	<u>Light-Med</u>	<u>Light</u>
Football	Tennis	Volleyball	Swimming
Gymnastics	Wrestling	Basketball	Golf
Ice Hockey	Baseball		Cross Country
Soccer	Softball		Syn Swimming
*Diving (Asst)	Track		
Field Hockey			

\*An Assistant Coach is in charge of diving and this has a high risk factor. As a result, the Assistant Swimming Coach will receive more points than other Assistant Coaches.

FORMULA

The data and placement identified in the Method of Calculation was then inserted into the following range of points to arrive at the totals for each sport.

Distribution of Total Points

A. Time on task	750
B. Number of participants	150
C. Number of assistant coaches	60
D. Equipment responsibility	
E. Safety/risk liability	<u>50</u>
Total Points	1,035

I. Hours

<u>Range of Hours</u>	<u>Weight</u>	<u>Points</u>
150-174	.475	357
175-199	.550	413
200-224	.625	469
225-249	.700	525
250-274	.775	582
275-299	.850	638
300-324	.925	694
325-349	1.000	750

II. Participants

<u>Range of Participants</u>	<u>Weight</u>	<u>Points</u>
0-29	.20	30
30-49	.40	60
50-69	.60	90
70-89	.80	120
90 +	1.00	150

III. Assistant/Junior Varsity Coaches

Ten (10 Points for each authorized Assistant/Junior Varsity Coach.

IV. Equipment Responsibility

<u>Range</u>	<u>Weight</u>	<u>Points</u>
Light	.20	5
Moderate	.60	15
Heavy	1.00	25

V. Safety/Risk Responsibility

<u>Range</u>	<u>Weight</u>	<u>Points</u>
Light	.10	5
Light to medium	.40	20
Medium to high	.70	35
High	1.00	50

Points for Junior Varsity coaches will be figured by taking 80 percent of the points of the Head Coach. Points for Assistant Coaches will be figured by taking 75 percent of the points of the Head Coach.

SUPPLEMENTARY PAY REVIEW COMMITTEE FOR  
INTERSCHOLASTIC SPORTS

I. Purpose

To allow the representatives of the Board and/or the head coaches of a sport to seek a review of the point factors affecting their particular sport in order to determine whether an adjustment in the factors is appropriate.

II. Initiating the Review

Representatives of the Board of Education and/or the majority of head coaches of a particular sport may request a review of the point factors affecting their sport based on a change in program or factors subject to the following provisions:

1. The point factor(s) must have changed by at least ten percent (10%) for three (3) consecutive years and that change affects the total for that sport.\*
2. It is predicted that this change will continue in future consecutive years.
3. If there is a change in program, a request for review may be made immediately.

III. Review Committee

The Review Committee shall be composed of three (3) representatives of the Board and three (3) representatives of the Association who shall review all claims put forth by the parties requesting the review, pursuant to regulations above, and prepare a recommendation of the majority of the Committee for submission to the Superintendent or his/her designee.

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\*Point factors for hours will not be changed unless there is a change in the number of games/meets or a change in the season pursuant to MHSAA rules and regulations.

METHOD OF CALCULATION  
MIDDLE SCHOOL SPORTS PROGRAM

I. HOURS

A. Time on task

1. Tasks that were time estimated:

Contest time      Practices  
Squad travel      Locker room supervision  
Warm-up

SPORT	PRACTICES PER SEASON	HOURS PER PRACTICE	OTHER DUTIES	HOMES GAMES PER SEASON	HOURS PER HOME GAME	AWAY GAMES PER SEASON	HOURS PER AWAY GAME	TOTAL GAME
Baseball	26.0	2.0	0.5	5.0	3.0	5.0	3.0	95.0
Basketball A	26.0	2.0	0.5	5.0	3.0	5.0	3.0	95.0
Basketball B	14.0	2.0	0.5	2.0	3.0	2.0	3.0	47.0
Field Hockey A	26.0	2.0	0.5	5.0	3.0	5.0	3.0	95.0
Field Hockey B	14.0	2.0	0.5	2.0	3.0	2.0	3.0	47.0
Gymnastics	26.0	2.0	0.5	5.0	3.0	5.0	3.0	95.0
Soccer A	26.0	2.0	0.5	5.0	3.0	5.0	3.0	95.0
Soccer B	14.0	2.0	0.5	2.0	3.0	2.0	3.0	47.0
Softball A	26.0	2.0	0.5	5.0	3.0	5.0	3.0	95.0
Swimming Women	26.0	2.0	0.5	5.0	3.0	5.0	3.0	95.0
Swimming Men	26.0	2.0	0.5	5.0	3.0	5.0	3.0	95.0
Synchronized Swimming B	14.0	2.0	0.5	2.0	3.0	2.0	3.0	47.0
Track A	26.0	2.0	0.5	5.0	3.0	5.0	3.0	95.0
Volleyball	26.0	2.0	0.5	5.0	3.0	5.0	3.0	95.0
Wrestling	26.0	2.0	0.5	5.0	3.0	5.0	3.0	95.0

II. PARTICIPANTS

In calculating the number of participants, twice the squad size was taken (Starters + Substitutes) as the number of participants.

The number of participants, by sport, is listed below:

<u>Sport</u>	<u>Squad Size Plus Substitutes</u>
Baseball	18
Basketball*	15
Field Hockey	22
Gymnastics	18
Soccer	22
Softball	20
Swimming M + W	35
Synchronized Swimming	20
Track	44
Volleyball	12
Wrestling	26

\*For Basketball, two (2) teams of subs will be used.

III. ASSISTANT COACHES

A. To be determined by the number Assistant Coaches supervised by a head coach.

B. Factor Weight

Ten (10) points for each Assistant Coach supervised by a Head Coach.

IV. EQUIPMENT RESPONSIBILITY

Sports were divided into three (3) groups depending on the level of equipment responsibility.

<u>HIGH</u>	<u>MEDIUM</u>	<u>LIGHT</u>
Football	Field Hockey	Synchronized Swimming
Gymnastics	Volleyball	
Track	Basketball	
Baseball	Swimming	
Softball	Soccer	
	Wrestling	



V. RISK/SAFETY RESPONSIBILITY

Sports were divided into four groups based on the safety/risk responsibility of the coach.

<u>HIGH</u>	<u>MED-HIGH</u>	<u>LIGHT-MED</u>	<u>Light</u>
Football	Field Hockey	Volleyball	Syn Swimming
Gymnastics	Wrestling	Basketball	Swimming
Soccer	Baseball		
	Softball		
	Track		

FORMULA

I. Hours

<u>Range of Hours</u>	<u>Points</u>
325 - 349	750
300 - 324	694
275 - 299	638
250 - 274	582
225 - 249	525
200 - 224	469
175 - 199	413
150 - 174	357
100 - 149	301
50 - 99	245
0 - 49	189

II. Participants

<u>Range of Participants</u>	<u>Weight</u>	<u>Points</u>
0 - 29	.20	30
30 - 49	.40	60
50 - 69	.60	90
70 - 89	.80	120
90+	1.00	150

III. Assistant Coaches

Ten (10 points for each authorized Assistant Coach.

IV. Equipment Responsibility

<u>Range</u>	<u>Weight</u>	<u>Points</u>
Light	.20	5
Moderate	.60	15
Heavy	1.00	25

V. Safety/Risk Responsibility

<u>Range</u>	<u>Weight</u>	<u>Points</u>
Light	.10	5
Light to medium	.40	20
Medium to high	.70	35
High	1.00	50

Points for Assistant Coaches will be figured by taking 75 percent of the points of the Head Coach.

TOTAL POINTS

<u>Sport</u>	<u>Hours</u>	<u>Participants</u>	<u>Coaches</u>	<u>Equip.</u>	<u>Safety Risk</u>	<u>Total</u>
Baseball	245	30	--	25	35	335
Basketball A	245	30	--	15	20	310
Basketball B						155
Field Hockey A	245	30	--	15	35	325
Field Hockey B						163
Gymnastics A	245	30	--	25	50	350
Soccer A	245	30	--	15	50	340
Soccer B						170
Softball A	245	30	--	25	35	335
Swimming A	245	60	--	15	5	325
Syn. Swim. B.						143
Track A	245	60	--	25	35	365
Volleyball A	245	30	--	15	20	310
Wrestling A	245	30	--	15	35	325

"B" Teams will receive one-half (1/2) of the total points of the "A" Team.

APPENDIX VI

SCHOOL HOURS

Regular Days

Elementary  
(exclusive of 7.217\*)

All except Bach 8:55 a.m. - 3:31 p.m.

Bach Open School 8:15 a.m. - 2:41 p.m.

Middle  
(exclusive of 7.217\*\*)

8:10 a.m. - 2:50 p.m.

Senior High  
(exclusive of 7.217\*\*\*)

Community 8:00 a.m. - 10:00 p.m.

Huron (Early Session) 7:45 a.m. - 2:15 p.m.  
(Late Session) 8:45 a.m. - 3:15 p.m.

Pioneer (Early Session) 7:45 a.m. - 2:15 p.m.  
(Late Session) 8:45 a.m. - 3:15 p.m.

Clemente 7:40 a.m. - 2:30 p.m.

\*20 minutes before the start of the morning session, 5 minutes before the afternoon session, and 15 minutes after the afternoon session.

\*\*15 minutes before the start of the morning session, and 20 minutes after the afternoon session.

\*\*\*10 minutes before the start of the morning session if the teacher's session starts before 7:45 a.m., 15 minutes before the start of the morning session if the teacher's session begins at 7:45 a.m. or later, and 15 minutes after the afternoon teacher's session.

CALENDAR FOR 1996-97 SCHOOL YEAR

Mon. Aug. 26	Teachers report for opening day activities, with the afternoon being available for teachers to work in their rooms.
Tues. Aug. 27	Half day for students - AM
Wed. Aug. 28	First full day for students.
Mon. Sept. 2	No school - Labor Day
Mon. Oct. 14	No school for elementary students - building long range planning/report writing day.
Thurs. Oct. 31	End of first marking period for secondary schools.
Fri. Nov. 1	School is closed - Compensatory Day elementary/Records Day secondary
Mon. Nov. 11	School is closed - Compensatory Day secondary/Report Writing Day elementary
Thu. Nov. 28-29	No school - Thanksgiving Break
Fri. Dec. 20	Winter Vacation begins at end of day
Mon. Jan. 6	School resumes following winter vacation
Mon. Jan. 20	No school - Martin Luther King Jr. Day
Thurs. Jan. 23	End of first semester. Half day for students in AM; Teachers report all day. PM Kindergarten make-up day **
Fri. Jan. 24	Teachers all day. Teachers finish assignments for the first semester.*
Mon. Jan. 27	First day of second semester.
Mon. Feb. 17	No school - President's Day.
Thurs. Mar. 27	End of third marking period for secondary schools. Spring Vacation begins at end of day
Mon. Apr. 7	School resumes following spring vacation.
Mon. May 12	Half-day for elementary students in P.M./Long range planning day for elementary teachers in the AM.
Mon. May 26	No school - Memorial Day
Thurs. June 12	Half-day for students - AM/Teachers all day - Records Day PM Kindergarten make-up day **
Fri. June 13	Teacher work day, teachers may leave at 11:30 AM, upon completion of their assignments.

Each Act of God Day of the current school year which reduces the District's attendance days below that required by the state will be made up beginning with the last Thursday afternoon of the regular calendar and each consecutive week day thereafter.

SUMMARY OF REQUIRED TIME

187 teacher days, and  
4 reporting to parents evenings, and  
2 (up to) curriculum /capsule night - PTO evenings

183 secondary student days and 182 elementary student days  
are included in the above time.

\* The full day designated for records at the end of the first semester will remain as a teacher day with the understanding that teachers are free to leave upon fulfilling their end of semester responsibilities.

\*\* The Board shall provide the necessary resources (i.e. substitutes, special presenters, etc.) so that elementary buildings can provide sufficient half-days of attendance for afternoon kindergarten students to meet state attendance requirements. Kindergarten teachers will not be required to provide additional instructional times as a result of this. The decision about how and when the half-days of attendance will be provided will be jointly decided by the principal and kindergarten teachers.

CALENDAR FOR 1997-98 SCHOOL YEAR

Mon. Aug. 25 Teachers report for opening day activities, with the afternoon being available for teachers to work in their rooms.

Tues. Aug. 26 Half day for students - AM.

Wed. Aug. 27 First full day for students.

Mon. Sept. 1 No school - Labor Day

Mon. Sept. 29 No school for elementary students - Long range planning day.

Fri. Oct. 31 End of first marking period for secondary schools

Mon. Nov. 3 School is closed - Compensatory Day elementary/Records Day secondary

Fri. Nov. 14 School is closed - Compensatory Day secondary/Report Writing Day elementary

Thur. Nov. 28-29 No school - Thanksgiving Break

Fri. Dec. 19 Winter Vacation begins at end of day

Mon. Jan. 5 School resumes following winter vacation

Mon. Jan. 19 No school - Martin Luther King Jr. Day

Thurs. Jan 22 End of first semester. Half day for students in AM; Teachers report all day. P.M. kindergarten makeup day \*\*

Fri. Jan. 23 Teachers all day. Teachers finish assignments for the first semester.\*

Mon. Jan. 26 First day of second semester

Fri. Feb. 27 No school

Fri. Mar. 27 End of third marking period for secondary schools.

Thurs. Apr. 9 Spring vacation begins at end of day.

Mon. Apr. 20 School resumes following spring vacation

Mon. May 11 Half day of school for elementary students in PM/Long range planning day for elementary teachers in the AM

Mon. May 25 No school - Memorial Day

Thur. June 11 End of second semester. Half-day for students in AM; Teachers report all day. P.M. kindergarten makeup day \*\*

Fri. June 12 Teachers all day, teachers may leave at 11:30 A.M., upon completion of their assignments.

Each Act of God Day of the current school year which reduces the District's attendance days below that required by the state will be made up beginning with the last Thursday afternoon of the regular calendar and each consecutive week day thereafter.

SUMMARY OF REQUIRED TIME

187 teacher days, and  
4 reporting to parents evenings, and  
2 (up to) curriculum/capsule night - PTO evenings

183 secondary student days and 182 elementary student days are included in the above time.

\* The full day designated for records at the end of the first semester will remain as a teacher day with the understanding that teachers are free to leave upon fulfilling their end of semester responsibilities.

\*\* The Board shall provide the necessary resources (i.e. substitutes, special presenters, etc.) so that elementary buildings can provide sufficient half-days of attendance for afternoon kindergarten students to meet state attendance requirements. Kindergarten teachers will not be required to provide additional instructional times as a result of this. The decision about how and when the half-days of attendance will be provided will be jointly decided by the principal and kindergarten teachers.

CALENDAR FOR 1998-99 SCHOOL YEAR

Mon. Aug. 31	Teachers report for opening day activities, with the afternoon being available for teachers to work in their rooms.
Tues. Sept. 1	Half day for students - AM.
Wed. Sept. 2	First full day for students.
Mon. Sept. 7	No school - Labor Day
Mon. Sept. 28	No school for elementary students - Long range planning day
Thur. Nov. 5	End of first marking period for secondary schools
Fri. Nov. 6	School is closed - Compensatory Day elementary/Records Day secondary
Mon. Nov. 16	School is closed - Compensatory Day secondary/Report Writing Day elementary
Thur. Nov. 26-27	No school - Thanksgiving Break
Fri. Dec. 18	Winter Vacation begins at end of day
Mon. Jan. 4	School resumes following winter vacation
Mon. Jan. 18	No school - Martin Luther King Jr. Day
Thur. Jan. 21	End of first semester. Half day for students, Teachers report all day. P.M. kindergarten makeup day **
Fri. Jan 22	Teachers all day. Teachers finish assignments for the first semester. *
Mon. Jan. 25	First day of second semester
Fri. Feb. 26	No school
Thur. Apr. 1	End of third marking period for secondary schools. Spring Vacation begins at end of day
Mon. Apr. 12	School resumes following spring vacation
Mon. May 10	Half day of school for elementary students in PM/Long range planning day for elementary teachers in the AM
Mon. May 31	No school - Memorial Day
Thu. June 17	End of second semester. Half-day for students in AM; Teachers all day. P.M. kindergarten makeup day **
Fri. June 18	Teacher work day, teachers may leave at 11:30 AM, upon completion of their assignments.



Each Act of God Day of the current school year which reduces the District's attendance days below that required by the state will be made up beginning with this day and each consecutive week day thereafter.

SUMMARY OF REQUIRED TIME

187 teacher days, and  
4 reporting to parents evenings, and  
2 (up to) curriculum/capsule night - PTO evenings

183 secondary student days and 182 elementary student days are included in the above time.

\* The full day designated for records at the end of the first semester will remain as a teacher day with the understanding that teachers are free to leave upon fulfilling their end of semester responsibilities.

\*\* The Board shall provide the necessary resources (i.e. substitutes, special presenters, etc.) so that elementary buildings can provide sufficient half-days of attendance for afternoon kindergarten students to meet state attendance requirements. Kindergarten teachers will not be required to provide additional instructional times as a result of this. The decision about how and when the half-days of attendance will be provided will be jointly decided by the principal and kindergarten teachers.

APPENDIX VI

PAY DAY SCHEDULE FOR 1996-97

August 30	February 28
September 13	March 14
September 27	March 28
October 11	April 11
October 25	April 25
November 8	May 9
November 22	May 23
December 6	June 6
December 20	June 20
January 3	July 3
January 17	July 18
January 31	August 1
February 14	August 15

APPENDIX VI

PAY DAY SCHEDULE FOR 1997-98

August 29	February 27
September 12	March 13
September 26	March 27
October 10	April 10
October 24	April 24
November 7	May 8
November 21	May 22
December 5	June 5
December 19	June 19
January 2	July 2
January 16	July 17
January 30	July 31
February 13	August 14
	August 28

APPENDIX VI

PAY DAY SCHEDULE FOR 1998-99

September 11	March 12
September 25	March 26
October 9	April 9
October 23	April 23
November 6	May 14
November 20	May 28
December 4	June 11
December 18	June 25
December 31	July 9
January 15	July 23
January 29	August 13
February 12	August 27
February 26	

APPENDIX VII

INSURANCE AND INVESTMENT OPPORTUNITIES

Medical Insurance: Michigan Education Special Services Association (MESSA)  
P.O. Box 2560 - 1480 Kendall Blvd.  
East Lansing, MI 48826-2560  
Toll free phone: 1-888-888-4167

Care Choices Health Maintenance Organization  
P.O. Box 9087  
Farmington Hills, MI 48333-7916  
Telephone: 1-800-852-9780

Dental Insurance: Delta Dental  
P. O. Box 30416  
Lansing, MI 48909-7916  
Telephone: 1-800-482-8915

Life Insurance: Michigan Education Special Services Association (MESSA)  
P.O. Box 2560  
1480 Kendall Blvd.  
East Lansing, MI 48826-2560  
Telephone: 1-888-888-4167

Long Term Disability: Michigan Education Special Services Association (MESSA)

Vision: Vision Services Plan (Administered by MESSA)  
Toll free phone: 1-800-225-5877

FURTHER INFORMATION IS AVAILABLE THROUGH THE FRINGE BENEFITS OFFICE (994-1666 OR 1667) IN THE HUMAN RESOURCE SERVICES DIVISION.

Annuities: Variable Annuity Life Insurance Company (VALIC)  
1301 W. Long Lake, Suite 340  
Troy, MI 48098-6349  
Telephone: 810-641-0022, ext. 501, 1-800-44-VALIC

Michigan Education Association Financial Services  
(Prudential)  
1350 Kendale Blvd  
P. O. Box 1900  
East Lansing, MI 48823  
Toll free phone: 1-800-292-1950

Fidelity Retirement Services  
P.O. Box 31401  
Salt Lake City, UT 84131-1401  
Toll free phone: 1-800-343-0860

Metropolitan Life Insurance Co.  
3893 Research Park Drive, P. O. Box 1083  
Ann Arbor, MI 48106  
Telephone: 995-1966

(When a minimum of 25 employees desire to participate with a specific company, payroll premium deductions can be arranged through the district's "pass through" agreement with Metropolitan Life.)

Such other programs as may be agreed upon by the Board and the Association.

Investment and Loans:

Wayne Out County Teachers Credit Union  
4141 Jackson Road  
Ann Arbor, MI 48103  
Telephone: (313) 761-7505

APPENDIX VIII

1996-97 GUIDELINES AND COMPENSATION FOR CURRICULUM DEVELOPMENT

	<u>Guide for Unit of Work</u>	<u>Course Guide</u>
Minor Revision	\$240.68 - 366.64	\$240.68 - 366.64
Major Revision	\$421.20 - 782.16	\$601.68 - 1,203.30
Preparation of unit course taught without guide	\$421.20 - 782.16	\$601.68 - 1,203.30
Preparation of new unit of course	\$445.25 - 1,022.82	\$878.42 - 1,756.68

1997-98 GUIDELINES AND COMPENSATION FOR CURRICULUM DEVELOPMENT

	<u>Guide for Unit of Work</u>	<u>Course Guide</u>
Minor Revision	\$252.71 - 384.97	\$252.71 - 384.97
Major Revision	\$442.26 - 821.27	\$631.76 - 1,263.47
Preparation of unit course taught without guide	\$442.26 - 821.27	\$631.76 - 1,263.47
Preparation of new unit of course	\$467.51 - 1073.96	\$922.34 - 1,844.51

1998-99 GUIDELINES AND COMPENSATION FOR CURRICULUM DEVELOPMENT

	<u>Guide for Unit of Work</u>	<u>Course Guide</u>
Minor Revision	\$265.35 - 404.22	\$265.35 - 404.22
Major Revision	\$464.37 - 862.33	\$663.35 - 1,326.64
Preparation of unit course taught without guide	\$464.37 - 862.33	\$663.35 - 1,326.64
Preparation of new unit of course	\$490.89 - 1,127.66	\$968.46 - 1,936.74

Each of the above amounts shall be increased by five percent (5.0%) over the previous year's amount of this agreement.

APPENDIX IX

SICK LEAVE BANK OPERATING PROCEDURES

1. The Sick Leave Bank is administered by the Office of Human Resource Services. Application is made by calling 994-2247.
2. Days from the Sick Leave Bank shall be used only for a physical disability or illness of a teacher which, in the judgment of a physician, makes it necessary for the teacher to be absent from his/her assignment. Days from the sick leave bank may be used for absences to participate in religious observances, subject to the restrictions in Section 6.318. Up to thirty (30) days per year can be used by a teacher from the sick leave bank for an acute illness or the onset of a chronic illness of a family member which requires the teacher's presence, in the judgment of a physician.
3. A physician's verification shall be required for each instance of use of days from the Sick Leave Bank. Such verification must be submitted to the Office of Human Resource Services not later than ten (10) days after the first day withdrawn from the sick leave bank for any illness. The Board may require the teacher to secure a second opinion regarding the need for absence from a doctor appointed and paid for by the Board. If the two doctors are in disagreement, they shall select a third doctor and the teacher must secure an opinion from that doctor on the issue of need for absence. The third doctor's opinion shall be controlling for granting days from the bank. The board shall pay for the third doctor's costs.

In cases where a second or third doctor's opinion is being sought, the teacher shall be granted sick bank days until the final doctor's opinion is delivered to the teacher and Board, and if two of the three doctors do not believe the teacher needs to be off of work, the teacher's sick bank grant will end upon delivery of the third doctor's opinion. The Board will grant an unpaid leave of absence upon request for any teacher whose sick bank grant has been terminated. The teacher must see the above-mentioned doctors as soon as appointments can be made.

4. There shall be a limit of ninety (90) days use from the Sick Leave Bank for any one illness or disability, whether continuous or recurrent and whether in one or two school years.
5. The responsibility for making application for the use of days from the Sick Leave Bank rests with the teacher. The following information will be required upon application:
  - a) Name
  - b) School or Unit
  - c) Approximate number of days needed and dates of these days
  - d) Name of physician
  - e) Date of appointment with physician.
6. Application for use of Sick Leave Bank must be made not later than 5:00 P.M. of the second day of an absence covered by the Sick Leave Bank.
7. An attempt will be made to confer with a teacher who fails to comply with the time limits described in 3 and 6 above, prior to any salary deduction or penalty for such non-compliance.



APPENDIX X

PEER EVALUATION

1. The parties, recognizing the potential for improving instructional performance by having teachers directly involved in the evaluation processes, continue for the duration of this Agreement a procedure for peer evaluation. Governing the procedure, however, shall be recognition of the twin concepts a) under no circumstances shall this procedure be construed to require released time, beyond that already provided by the Master Agreement, for its implementation; b) similarly peer evaluation shall not be construed in any way as a prerequisite to the Board's decision to dismiss any tenured teacher.
2. The parties also recognize that the successful implementation of this procedure depends ultimately on the willingness of teachers to serve as peer evaluators and the ability of the teachers and administrators to successfully arrange mutually convenient times, pursuant to a) above, to conduct observations and other relevant conferences.
3. Each tenured teacher to be evaluated may have a joint observation if the teacher and administrator so agree.
4. Teacher-observers shall have tenure and a minimum of two (2) years of successful teaching experience in the Ann Arbor Public Schools. Teacher-observers may be from the same or another grade level, department or building within the limits of their available released time. No teacher may serve as a teacher-observer for more than three (3) colleagues during any one school year.
5. This program in peer evaluation can succeed only if qualified teachers who are requested to serve as teacher-observers agree to so serve at some time during the school year. The teacher-observer shall be selected by the appropriate building administrator from a list submitted by the teacher being evaluated. This list shall contain not fewer than three (3) nor more than five (5) names of qualified teachers who are willing to serve as a teacher-observer.
6. Each observation shall be a minimum of thirty (30) minutes in duration. In any joint observation, the administrator and the teacher-observer shall be present for the entire required observation period. Within ten (10) school days of the observation, the administrator shall have prepared a written document covering the observation and have held a conference with the teacher being evaluated in which the observation and the written document are discussed, if the observation was a joint observation, the teacher-observer shall be expected to attend the conference.
7. The administrator shall be responsible for the written evaluation which shall incorporate appropriate material from the observation and the conference.

APPENDIX XI

MINIMUM LONG TERM DISABILITY BENEFITS

EMPLOYEE ELIGIBILITY

All AAEA bargaining unit members under age 64 who are employed twenty (20) hours per week or more, and are in an eligible class for Long Term Disability Insurance benefits shall be covered.

WAITING PERIOD

Benefits will begin after the expiration of personal sick leave and sick leave bank, (but not less than ninety 90 work days) for that individual.

MONTHLY BENEFIT

Sixty-six and two-thirds percent (66.66%) of monthly contractual salary at the time the teacher begins collecting LTD, exclusive of bonuses and overtime.

MAXIMUM BENEFIT PERIOD

Accident benefits are payable during continuous disability to age 65.

Sickness benefits are payable during continuous disability to age 65.

Benefits are not payable for disability beyond the 65th birthday except to provide at least one (1) year of benefits during a period of total disability commencing prior to age 65.

WAIVER OF PREMIUM

All premiums payable for an insured's Long Term Disability insurance will be waived while monthly benefits are being paid because of his/her total disability.

SPECIAL BENEFITS AND PROVISIONS

1. Maternity shall be treated as any other disability or illness.
2. Pre-existing conditions will not be excluded after a teacher has worked for five (5) days.
3. Social Security benefits offset will be frozen at the level first granted to the teacher.

4. Alcoholism and Drug Addiction will be treated as any other illness.
5. A survivor benefit will be paid in accordance with the policy.
6. There shall be a regular or own occupation waiver for two (2) years after insurance benefits begin.

TERMINATION OF INSURANCE

Termination of the Long Term Disability Insurance Plan will not affect any claim established prior to the termination.

INTERPRETATION OF POLICY

Except as specifically provided herein, application and interpretation of the terms and conditions of the Long Term Disability policy is the responsibility and right of the carrier.

Appendix XII

FRINGE BENEFIT OPTIONS

Each eligible full-time teacher may choose one of the following MESSA-PAK plans:

Plan A

MESSA SuperCare I  
Delta Dental Insurance Plan 100X: 75/75/50 (\$1,000)  
Life Insurance: \$45,000, with AD&D  
Long Term Disability

Plan B

Care Choices HMO, PLAN 450, Rx3, with birth control services through First Security.  
Delta Dental Insurance Plan 100X: 75/75/50 (\$1,000)  
Life Insurance: \$45,000, with AD&D  
Long Term Disability

Plan C

Delta Dental Insurance (80/80/80/\$1,300)  
Life Insurance: \$50,000, with AD&D  
Long Term Disability  
Vision Care-VSP.3.  
\$1,000 per year cash incentive deposited into the employees paycheck in monthly increments of \$100

Plan D (for part-time staff hired after June, 1978 working at least .40 F.T.E.)

MESSA SuperCare I, opt to pay the amount of the premium that is beyond the Board's contribution. The Board shall pay the same pro-ration as their percent of time of employment.

Care Choices HMO with birth control services through First Security.  
Delta Dental Insurance Plan 100X: 75/75/50 (\$1,000)  
Life Insurance: \$45,000, with AD&D  
Long Term Disability

**TEACHER EVALUATION COMMITTEE  
RECOMMENDATIONS**

ANN ARBOR PUBLIC SCHOOLS  
ANN ARBOR, MICHIGAN

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To improve instruction for all students

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Checkpoint

**AREAS OF TEACHER PERFORMANCE**

#### AREAS OF TEACHER PERFORMANCE

1. Teachers are Committed to Students and Their Learning
  - a. Teachers recognize individual differences in their students and adjust their practice accordingly
  - b. Teachers have an understanding of how students develop and learn
  - c. Teachers treat students equitably
  - d. Teachers' mission extends beyond developing the cognitive capacity of their students
2. Teachers Know the Subjects They Teach According to the Ann Arbor Public School Curriculum and How to Teach Those Subjects to Students
  - a. Teachers appreciate how knowledge in their subjects is created, organized and linked to other disciplines
  - b. Teachers command specialized knowledge of how to convey a subject to students
  - c. Teachers generate multiple paths to knowledge
3. Teachers are Responsible for Managing and Monitoring Student Learning
  - a. Teachers are mindful of their primary objectives
  - b. Teachers call on multiple methods to meet their goals
  - c. Teachers orchestrate learning in group settings
  - d. Teachers place a premium on student engagement in learning
  - e. Teachers regularly assess student progress
4. Teachers Think Systematically About Their Practice and Learn from Experience
  - a. Teachers are continually making challenging decisions that test their judgment
  - b. Teachers seek the advice of others and draw on education research and scholarship to improve their practice
5. Teachers are Members of Learning Communities
  - a. Teachers contribute to school effectiveness by collaborating with other staff
  - b. Teachers work collaboratively with parents
  - c. Teachers take advantage of community resources
6. Teachers Communicate Effectively
  - a. Teachers communicate in appropriate written language
  - b. Teachers communicate in appropriate oral language
7. Teachers Demonstrate Professional Work Habits
  - a. Teachers are conscientious in their attendance
  - b. Teachers are punctual
  - c. Teachers meet deadlines

Adapted From: What Teachers Should Know and Be Able To Do  
National Board for Professional Teaching Standards



AREAS OF TEACHER PERFORMANCE

**1. Teachers are Committed to Students and Their Learning**

**a. Teachers recognize individual differences in their students and adjust their practice accordingly.**

Descriptors:

- (1) Learn about the family and community factors which shape their individual students' orientation and learning in school;
- (2) Diagnose student interest, abilities, and prior knowledge;
- (3) Plan instructional activities using their awareness of student interest and prior knowledge;
- (4) Assess when to alter instructional plans based on individual needs and achievement of students;
- (5) Monitor students and adjust methods based on this behavior;

**b. Teachers understand how students develop and learn.**

Descriptors:

- (1 ) Use their understanding of individual and social learning theory, and of child and adolescent development theory to form their decisions about how to teach;
- (2) Strive to provide multiple contexts in which to promote and evaluate student achievement;
- (3) Recognize that in a multicultural nation students bring to the schools a range of achievements;

**c. Teachers treat students equitably.**

Descriptors:

- (1 ) Distribute attention equitably among all students;
- (2) Establish constructive relationships with students;
- (3) Employ varied strategies in meeting the needs of diverse students;

**d. Teachers' mission extends beyond developing the cognitive capacity of their students.**

Descriptors:

- (1) Show concern for students' dignity, self-concept, and motivation;
- (2) Maximize student development in the affective and physical domains;

Adapted From: What Teachers Should Know and Be Able to Do  
National Board for Professional Teaching Standards

**2. Teachers Know the Subjects They Teach According to the Ann Arbor Public School Curriculum and How to Teach Those Subjects to Students**

- a. Teachers appreciate how knowledge in their subjects is created, organized and linked to other disciplines.**

Descriptors:

- (1) Understand the substance of their subjects including factual information as well as central organizing concepts and relevant student outcomes of the Ann Arbor Public Schools curriculum;
- (2) Expose students to different modes of critical thinking;
- (3) Teach students to think analytically about content;
- (4) Appreciate the integrity of the methods, substance and structures of subject area knowledge;
- (5) Appreciate the complexity and richness of their disciplines and the links to other disciplines;

- b. Teachers command specialized knowledge of how to convey a subject to students.**

Descriptors:

- (1) Know the most appropriate ways to present subject matter to students (e.g., analogies, metaphors, experiments, demonstrations and illustrations);
- (2) Know the most common misconceptions held by students, the aspects that they will find most difficult, and the kinds of prior knowledge, experience and skills that students of different ages typically bring to the learning of particular topics;
- (3) Apply their knowledge of students and learning and teaching and subject matter;
- (4) Keep current with curricular materials and evaluate those materials based on an understanding of curriculum theory, of students, of subject matter, and of the district's, school's and their own educational aims;
- (5) Understand the value of students perceiving the interconnectedness of subject area knowledge and skills;

- c. Teachers generate multiple paths to knowledge.**

Descriptors:

- (1) Understand the value of both structured and inductive learning;
- (2) Help students to learn to pose problems and work through alternative solutions, in addition to teaching them about the answers that others have found to similar problems;
- (3) Know that "knowledge" is a combination of information, understanding, skills, dispositions, propositions and beliefs;
- (4) Seek ways to apply interdisciplinary thinking and practice as they teach;

**3. Teachers are Responsible for Managing and Monitoring Student Learning**

**a. Teachers are mindful of their primary objectives.**

Descriptors:

- (1) Understand the relevant student outcomes of the Ann Arbor Public Schools curriculum;
- (2) Know about the planning instruction - identifying and elaborating educational objectives, developing activities to help meet these objectives and drawing upon a range of useful resources;
- (3) Clearly articulate to students their learning objectives and the reasons for their importance;

**b. Teachers call on multiple methods to meet their goals.**

Descriptors:

- (1) Hold high expectations for all students;
- (2) See themselves as facilitators of student learning;
- (3) Know and employ a variety of generic instructional skills;
- (4) Vary instructional settings and employ a range of instructional materials and human resources (i.e., chalkboards, bulletin boards, technology, literature, reference materials, maps, globes, periodicals, newspapers, models, specimens, exhibits, community resources, people, places, activities, student tutors, adult volunteers, guest speakers, mentors);
- (5) Enlist the knowledge and expertise of fellow faculty members to provide their students with rewarding learning experiences;

**c. Teachers orchestrate learning in group settings.**

Descriptors:

- (1) Know how to organize groups of students effectively;
- (2) Know that different instructional formats often require different forms of social interaction;
- (3) Develop social norms by which students and teachers act and interact, helping students learn to adopt roles and responsibilities which are appropriate for their own learning and that of their peers;
- (4) Develop class management methods whose goal reaches beyond controlling disruptive behavior to focus on student learning;
- (5) Search for new forms of organization that expand their repertoire and prove effective;

**d. Teachers place a premium on student engagement in learning.**

Descriptors:

- (1) Understands the ways in which students can be motivated and develop strategies for monitoring student engagement in learning;
- (2) Know that motivating students is not always equivalent to making learning fun, for learning can require difficult work;
- (3) Know how to encourage students even in the face of temporary failure and the inevitable doubts that students meet as they push themselves to new affective, intellectual and physical planes domains;

**e. Teachers regularly assess student progress.**

Descriptors:

- (1) Judge the relative success of the activities they design in terms of student learning with relation to the student outcomes of the Ann Arbor Public Schools curriculum;
- (2) Understand that the purposes, timing and focus of an evaluation affect its form;
- (3) Track student progress with a variety of evaluation methods (e.g., conversations and discussions, portfolios, videotapes, performance assessment, demonstrations and exhibitions, quizzes, examinations);
- (4) Monitor students to determine how much they have learned;
- (5) Help students engage in self-assessment, instilling in them a sense of responsibility for monitoring their own learning;

**4. Teachers Think Systematically About Their Practice and Learn from Experience**

- a. Teachers are continually making challenging decisions that test their judgment.**

Descriptors:

- (1) Forge compromises to satisfy multiple priorities;
- (2) Make choices among competing goals based upon knowledge of instructional practices and of their students;
- (3) Combine professional knowledge of sound teaching practices, with knowledge of the relevant student outcomes of The Ann Arbor Public Schools curriculum and awareness of the interests of their students in making instructional decisions;
- (4) Ground their decisions in established theory and reasoned judgment;

- b. Teachers seek the advice of others and draw on education research and scholarship to improve their practice.**

Descriptors:

- (1) Search out learning opportunities that cultivate their learning;
- (2) Know the value of asking others to observe and critique of their learning;
- (3) Know the value of writing about their work and of soliciting ideas and reactions from parents and students;
- (4) Develop specialized ways to listen to their students, colleagues and administrators;
- (5) Reflect on their teaching to improve their practice;
- (6) Stay abreast of current research and incorporate new findings into their practice;
- (7) Understand the legitimacy and limitations of the diverse sources that inform teaching and continually draw upon them to enrich their teaching;
- (8) Commit to continued professional growth;
- (9) Exemplify the virtues they seek to impart to students: curiosity and a love of learning; tolerance and open-mindedness; fairness and justice; appreciation for human diversity and dignity; and such intellectual capacities as careful reasoning, the ability to take multiple perspectives, to be creative, to take risks inherent in new learning, and to adopt an experimental and problem-solving orientation;

**5. Teachers are Members of Learning Communities**

**a. Teachers contribute to school effectiveness by collaborating with other staff.**

Descriptors:

- (1) Participate in analyzing the district curriculum and the building program, identifying new priorities and communicating necessary changes to the school community;
- (2) Attend to issues of continuity and equity of learning experiences for students which cut across achievement and grade levels, special and general education, and disciplines;
- (3) Collaborate in planning the instructional program of the school to assure continuity of learning experiences for students;
- (4) Demonstrate the interpersonal skills of teamwork and a willingness to work together in the interest of the school community;
- (5) Participate in the coordination of services to students;
- (6) Work together to strengthen their teaching;
- (7) Work on professional development and on school-wide improvements;
- (8) Assume responsibility in cooperation with their administrators for the character of the school's instructional program;

**b. Teachers work collaboratively with parents.**

Descriptors:

- (1) Communicate regularly with parents and guardians;
- (2) Demonstrate skill in working with parents regardless of their background;
- (3) Develop skills and understandings to foster collaborative relationships between school and family with a focus on student achievement;

**c. Teachers take advantage of community resources.**

Descriptors:

- (1) Develop knowledge of their school's community as a resource for learning;
- (2) Strives to learn about the character of the community and its effects on the school and students;
- (3) Seek to capitalize on the cultural diversity represented in the community and to respond productively to students' diverse backgrounds;

6. Teachers Demonstrate Professional Work Habits

- a. Teachers are conscientious in their attendance.
- b. Teachers are punctual.
- c. Teachers meet deadlines.
- d. Teachers communicate effectively in appropriate written and oral language.

**EVALUATION FORMS**





**PROFESSIONAL STAFF  
EVALUATION**  
Ann Arbor Public Schools  
Ann Arbor, Michigan

Name \_\_\_\_\_

School \_\_\_\_\_

Assignment \_\_\_\_\_

Evaluator \_\_\_\_\_

Events	Dates
Classroom Visits:	
Review draft with Staff Member	
Final Revision for Signature	

EMPLOYEE STATUS (Check one.)	EVALUATION STATUS (Check one.)
<input type="checkbox"/> Probationary Year 1 <input type="checkbox"/> Probationary Year 2 <input type="checkbox"/> Probationary Year 3 <input type="checkbox"/> Probationary Year 4 <hr/> <input type="checkbox"/> Tenured <input type="checkbox"/> Post-Probationary Non-Tenured	<p><b>Note:</b> These options are only available to Tenured and Post-Probationary Non-Tenured staff.</p> <input type="checkbox"/> Option 1 <input type="checkbox"/> Option 2

Others Contributing to this Evaluation:

\_\_\_\_\_

*Name*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Name*

\_\_\_\_\_

*Title*

\_\_\_\_\_

*Name*

\_\_\_\_\_

*Title*

**ANN ARBOR PUBLIC SCHOOLS  
Professional Staff Evaluation**

Name \_\_\_\_\_ Evaluator \_\_\_\_\_

Assignment \_\_\_\_\_ School \_\_\_\_\_

<p><b>SCALE</b></p> <p>Exceeds Expectations - exceeds performance requirements  <b>Meets Expectations - meets performance requirements</b>          Below Expectations - does not meet performance requirements          Unsatisfactory - consistently does not meet performance requirements</p> <hr/> <p>The District's expectations are based on the National Board for Professional Teaching Standards' definition of the high levels of knowledge, skills, and commitment that effective teachers must demonstrate.</p>
--

**I. Committed to students and their learning.**

		Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A	Recognizes individual differences in her/his students and adjust her/his practice accordingly				
B	Understands how students develop and learn				
C	Treats students equitably				
D	Mission extends beyond developing the students' cognitive capacity				

**2. Knows the subjects (s)he teaches according to the Ann Arbor Public Schools curriculum and how to teach those subjects to students.**

		Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A	Appreciates how knowledge in his/her subjects is created, organized and linked to other disciplines				
B	Commands specialized knowledge of how to convey a subject to students				
C	Generates multiple paths to knowledge				

**3. Responsible for managing and monitoring student learning.**

		Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A	Mindful of her/his primary objectives				
B	Calls on multiple methods to meet her/his goals				
C	Orchestrates learning in group settings				
D	Places a premium on student engagement in learning				
E	Regularly assesses student progress				

Name \_\_\_\_\_ Date \_\_\_\_\_

**4. Thinks systematically about their practice and learn from experience.**

	Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A	Makes challenging decisions that test his/her judgment			
B	Seeks the advice of others and draws on education research and scholarship to improve his/her practice			

**5. Member of learning communities.**

	Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A	Contributes to school effectiveness by collaborating with staff			
B	Works collaboratively with parents			
C	Takes advantage of community resources			

**6. Communicates effectively.**

	Exceeds Expectations	Meets Expectations	Below Expectations	Unsatisfactory
A	Communicates effectively in appropriate written language			
B	Communicates effectively in appropriate oral language			

**7. Demonstrates professional work habits.**

	Meets Expectations	Below Expectations	Unsatisfactory
A	Conscientious in her/his attendance		
B	Punctual		
C	Meets deadlines		

**Additional Professional Participation:**

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Narrative and Signatures Attached



**ANN ARBOR PUBLIC SCHOOLS  
Professional Staff Evaluation: Option #2 Plan**

Name \_\_\_\_\_ School \_\_\_\_\_

Assignment \_\_\_\_\_ Evaluator \_\_\_\_\_

Date \_\_\_\_\_

Initial and Date as Completed		Staff Member	Evaluator	Date
Nov 1	Decision on Option			
Dec 1	Description of Plan, Goals and Objectives and Indicators of Success Agreed Upon			
Feb 1	Checkpoint			
Apr 15	Completion of Plan			

Description (by December 1):

Goals and Objectives (by December 1):

Agreed to Indicators of Success (by December 1):

Accomplishments (by April 15):

[Empty box for reporting accomplishments]

\_\_\_\_\_  
Signature of Staff Member

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

INDIVIDUALIZED DEVELOPMENT PLAN

## INDIVIDUALIZED DEVELOPMENT PLAN ANN ARBOR PUBLIC SCHOOLS

Name \_\_\_\_\_ School Year \_\_\_\_\_ Date of Plan \_\_\_\_\_

Evaluator \_\_\_\_\_ Assignment \_\_\_\_\_

Others Contributing to Development of the Plan:

DATE	NATURE OF CONTACT

<p>STATUS: (Check one)</p> <p>_____ Probationary Year 1</p> <p>_____ Probationary Year 2</p> <p>_____ Probationary Year 3</p> <p>_____ Probationary Year 4</p> <p>-----</p> <p>_____ Tenured</p> <p>_____ Post-Probationary</p> <p>_____ Non Tenured</p>
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The Individualized Development Plan provides a framework for the development of essential teacher competencies focused on assuring student success and achievement. The format of the plan is intended to promote collaboration between teacher and supervisor, promote reflection regarding one's teaching skills, and identify areas for teacher growth and improvement.

The areas of teacher performance include:

1. Teachers are committed to students and their learning.
2. Teachers know the subjects they teach according to the Ann Arbor Public School curriculum and how to teach those subjects.
3. Teachers are responsible for managing and monitoring student learning.
4. Teachers think systematically about their practice and learn from experience.
5. Teachers are members of learning communities.
6. Teachers demonstrate professional work habits.

Goals are to be stated in behavioral terms. What skills will the teacher enhance or develop in order to increase student achievement?



**INDIVIDUALIZED DEVELOPMENT PLAN  
ANN ARBOR PUBLIC SCHOOLS**

GOALS	OBJECTIVES	MEASURES and/or EVIDENCE	SUGGESTED RESOURCES

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**INDIVIDUALIZED DEVELOPMENT PLAN  
ANN ARBOR PUBLIC SCHOOLS**


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In addition to listing activities, please cite specific examples of how student learning has/will be enhanced by your efforts this year.

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PROPOSED EVALUATION TIMELINE AND PROCEDURES

Probationary  
Tenured

## PROBATIONARY

	September				June
Year 1	Data Gathering Observation Evaluation	Develop IDP	Review IDP	Evaluate	IDP Prepared For Next Year
Years 2, 3	Revisit Review IDP	Evaluate	Review IDP	Evaluate	IDP Prepared For Next Year
Year 4	Revisit Review IDP	Evaluate	Review IDP	Evaluate	Tenure Recommendation

Review IDP: Examples of Other Data Sources

- resources used
- copies of lessons
- copies of presentations
- student work
- college courses
- teacher journal
- video
- self evaluation
- reflections
- professional readings
- written communications
- staff development
- Capsule Night information

### PROBATIONARY TEACHER TIMELINE

4th Friday	Notification
By end of 7th week	Meeting regarding process and procedures Review IDP
Completed by December 15th	First evaluation cycle
19th week	Develop initial IDP for first year probationary teachers
10th week to second from last week of first semester	IDP Review
Completed by April 30th	Second evaluation cycle
34th week	IDP for following year

- 
- \* Observations may not take place during first two weeks or last two weeks
  - \* Evaluations must be reviewed with the staff person within 10 days of last observation or agreed to end date

## TENURED PROCESS

Ongoing	<p><b>Informal Observation:</b>          This activity is expected to occur in "non-evaluation" years. A variety of models may be utilized for data gathering. Artifacts will be available for review with the evaluator.</p>			
Formal Evaluation Year Process	<p><b>Written Notice</b>          Meeting: Re - evaluation process / procedures</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding-right: 5px;"> <p><b>Option #1</b></p> <p><b>Multiple:</b>            Pre - Conference Observations            Post - Observation Conference</p> </td> <td style="width: 50%; padding-left: 5px;"> <p><b>Option #2</b></p> <p><b>At least one:</b>            Pre-Conference Observation            Post - Observation Conference</p> <p>Mutual agreement on area of focus and indicators</p> <p>Mutually agreed upon other data sources (see list)</p> </td> </tr> </table>		<p><b>Option #1</b></p> <p><b>Multiple:</b>            Pre - Conference Observations            Post - Observation Conference</p>	<p><b>Option #2</b></p> <p><b>At least one:</b>            Pre-Conference Observation            Post - Observation Conference</p> <p>Mutual agreement on area of focus and indicators</p> <p>Mutually agreed upon other data sources (see list)</p>
<p><b>Option #1</b></p> <p><b>Multiple:</b>            Pre - Conference Observations            Post - Observation Conference</p>	<p><b>Option #2</b></p> <p><b>At least one:</b>            Pre-Conference Observation            Post - Observation Conference</p> <p>Mutual agreement on area of focus and indicators</p> <p>Mutually agreed upon other data sources (see list)</p>			
Content	All areas	Focused area(s)		
Product	Comprehensive evaluation of all areas of teacher performance			

**Examples of Other Data Sources:**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>- resources used</li> <li>- student work</li> <li>- copies of lessons</li> <li>- video</li> <li>- reflections</li> <li>- written communications</li> <li>- Capsule Night information</li> </ul> | <ul style="list-style-type: none"> <li>- copies of presentations</li> <li>- college courses</li> <li>- teacher journal</li> <li>- self evaluation</li> <li>- professional readings</li> <li>- staff development</li> </ul> |
|--|--|

## TENURED TEACHER TIMELINES

4th Friday	Notification of evaluation
By end of 7th week	Meeting regarding process/procedures (individual or group) <ul style="list-style-type: none"><li>- inform of process options</li><li>- information on how to make option decisions</li></ul>
Completed by April 30th	Evaluation cycle (pre-conference, observation, post-observation conference)
Dec. 1st	Decision on option
	Option #2 may only be utilized if there is mutual agreement between the teacher and the evaluating administrator. If no agreement exists, option #1 will be used for the evaluation.
	Option #1 per current contract
-	Develop plan if Option #2 <ul style="list-style-type: none"><li>- goal and objectives by January 15th</li><li>- checkpoint by March 1st with option to revert to Option #1</li><li>- ending date by April 30th</li></ul>
-	Implement Plan

- 
- \* Observations may not take place during first two weeks or last two weeks
  - \* There must be three weeks between observations unless by mutual agreement
  - \* Evaluations must be reviewed with the staff person within 10 days of last observation or agreed to end date

## DEFINITIONS

### **IDP Review**

The period of an IDP review is to be used for teacher and evaluating supervisor to review progress towards the goals and objectives within the IDP, and for the rendering of assistance where needed.

### **Checkpoint**

In option 2, the checkpoint is a time to review progress towards goals and objectives. At that time either the teacher or evaluating administrator may stop the process and revert to option 1.



APPENDIX XIV

DEFINITIONS

1. CERTIFIED:

The holder of a certificate issued by the appropriate agency of the State of Michigan or the Government of the United States in any area in which a certificate is required shall be deemed to be certified. For the purposes of contract implementation, the words "professional education certificate" shall be added wherever the Master Agreement specifies continuing or life certificates.

2. COMPLAINT:

Any charge lodged against a teacher by the Board, an agent of the Board, or another employee of the Board (internal). or by a person not in the employ of the Board (external). Complaints originating with the Board, its agents or employees acting in the capacity of parents or citizens and not arising out of their employment shall be considered external.

3. DAILY RATE OF PAY:

The total yearly salary including the Regular Basic Salary Schedule rate plus all Supplementary Pay directly related to the primary assignment, divided by the total number of days for which the individual teacher for whom the rate is to be determined is paid.

4. DISCIPLINARY ACTION:

Any action taken against a teacher by the Board or an agent of the Board as the result of alleged misconduct, failure to abide by Board policies which have been adopted and distributed to teachers, or the terms of this Master Agreement. Disciplinary action may include but is not limited to formal reprimand, censure, docking, suspension, demotion and discharge.

5. FORMAL REPRIMAND:

Reproof or rebuke for alleged misconduct, delivered, in writing, to a teacher and the Association by the Board or an agent of the Board, stating the cause for the reprimand, corrective action to be taken, if any, and potential disciplinary measures contemplated if corrective action is not undertaken or the misconduct is repeated.

6. GRIEVANCE:

Any complaint against the Board or its agents arising from alleged infraction, violation, misapplication or misinterpretation of this Master Agreement.

7. GRIEVANCE, ASSOCIATION:

An informal or formal grievance filed by the Association on behalf of an individual member of the bargaining unit, a class of members within the bargaining unit, the entire bargaining unit and/or the Association as the bargaining unit representative.

8. GRIEVANCE, CLASS:

An informal or formal grievance filed by two or more individuals of the bargaining unit affected similarly by a condition, Board policy and/or action.

9. GRIEVANCE, FORMAL:

A grievance filed in writing, using the form appearing in Appendix II of this Master Agreement, with the Board or its agents and subject to the time limits and conditions set forth in Section 4.200 of the Agreement.

10. GRIEVANCE, INFORMAL:

A grievance filed orally with the Board or an agent of the Board with written notice to the Association and the Executive Director of Labor Relations and Legal Services that the grievant intends to pursue the grievance informally. Such notice, when received automatically suspends the time limit for the initial filing of a Formal Grievance pending the outcome of the informal procedure. The grievant, under the informal procedure, is entitled to the same rights, including counsel, assistance and protection, from the Association as is given the teacher filing a Formal Grievance.

11. NEGOTIATE:

To confer in good faith in an attempt to arrive at agreement on matters relating to wages, hours and conditions of employment or other matters stipulated in this Master Agreement. Negotiations shall be carried on only by duly constituted Negotiating Teams as defined below.

12. NEGOTIATING TEAM:

The body selected by either party to this Agreement empowered to carry on negotiations and vested with full authority to negotiate on behalf of its constituency.

13. PUBLIC LIBRARIAN:

Any person employed by the Board at the Ann Arbor Public Library, its branches and stations, or in any of its programs, and who has met the standards set forth by the Michigan State Board of Libraries for obtaining a Public Librarian Certificate.

14. REGULAR BASIC SALARY SCHEDULE:

The salary schedule appearing as Appendix IV of this Agreement.

15. SUBSTITUTE, EXTENDED TIME:

Any substitute taking the place of a regular teacher whose absence is of sufficient duration to require of the substitute the effective personal direction and determination of the learning situation for a period in excess of five (5) consecutive school days, but less than one (1) semester.

16. SUPPLEMENTARY PAY:

Pay over and above the Regular Basic Salary Schedule, as defined above.

17. TEACHER:

Any employee of the Ann Arbor Board of Education hired to perform the functions of positions listed in Group A, Appendix I, who are not day-to-day substitutes, Extended Time Substitutes or hired to perform the functions in Group B, Appendix I. The term "personnel" may be used where appropriate and refers, in this Agreement, only to teachers as defined above.

18. REVENUE:

Operating income due the District from Local, County, State and Federal sources.

19. MIDDLE SCHOOL:

For purposes of contract implementation, middle schools shall be treated as intermediate or junior high schools except where new agreements have been reached.

20. EQUIVALENT:

Equivalence as used in Sections 7.441.2 and Section 7.442.2 is not meant to mean exactly equal number, but close to equal workload. Some cases on caseload may demand substantially more time than others, and different school programs may demand more time for pre-referral activities and direct service to students.

21. CONSENSUS AND CONSENSUS PROCESS:

This consensus model refers only to section 7.332.2 and does not modify the role of the principal as defined in that section. The parties agree that consensus means that all participants in the process must either be in agreement on the decision or have declared that they can live with the decision. The persons participating in consensus wherever it appears in this agreement are all AAEE bargaining unit members assigned to a building and the principal.

The key components to that process include:

- A. A discussion of the options and the proposal of a decision.

- B. A polling of the participants to determine if they agree with the proposed decision.
- C. An explanation by those who disagree of why they disagree.
- D. A discussion of how the decision might be modified to allow those who disagree to come into agreement, and modification of the proposed decision.
- E. A polling of the participants to determine if they agree with or can live with the revised decision.
- F. If there is still disagreement, an explanation by those who disagree of why they disagree.
- G. If necessary, the group continues to work through steps D through F until consensus has been reached.
- H. If consensus cannot be reached after good faith attempts at the process, the group may, after a one day wait, vote by secret ballot on the matter with a 90% majority necessary for approval.
- I. The Association may, at any time, cause up to a three workday delay in the decision making process in order to meet with the AAEA members in that building.

Memorandum of Agreement  
between  
The Ann Arbor Education Association  
and  
The Ann Arbor Board of Education

Teachers will have a fourteen (14) hour obligation to attend inservice programs on Board, Department, or Building designated topics, priorities, and/or objectives. Two 2-hour blocks will be reserved for use by buildings to address district topics, priorities, and/or objectives. The remaining hours must be offered in either two or three hour segments.

The Board and Association agree, as a goal, to seek the integration of these time's into the school day if the school days are restructured in the future.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

It is hereby agreed by and between the parties that for the duration of this agreement, there shall be a third elementary report which shall be done on the form first used in June, 1988.

The meetings scheduled for the last Wednesday in May and first Wednesday in June in each of those years will be cancelled and the times on those days will be designated as report writing times. This shall not apply to art and music teachers who are expected to prepare their reports in March of each year. In addition, full-time kindergarten teachers shall be provided with one-half day of released time from their classes to write these reports in the two weeks prior to the week when the reports are due.

This information will be communicated each year to all principals, directors, coordinators, and teachers, and no voluntary meetings will be scheduled during the two week period when the meetings are cancelled.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

The parties agree that requests for teacher lesson plans by citizens will be handled according to the following provisions:

1. In the absence of a request for lesson plans through the Freedom of Information Act (MCL 15.233 (1)), the Board will continue its past practices relative to Section 4.713 (lesson plans) of the Master Agreement.
2. In the event of a citizen request for teacher lesson plans through the Freedom of Information Act it shall not be the Board's intent and practice to request teacher lesson plans which are characterized by the following:
  - A. Are developed by an individual teacher on his/her own time or in combination with her/his own time. Own time in this case means after the normal school day.
  - B. Consist of the teacher's own notes or plan for classroom instructional activities and these notes have not been submitted to the principal for any other reason, or are not intended for or used by a substitute teacher.
  - C. Do not contain, in the plans, published materials to be used in the course of class. (Example: Supplementary articles, illustrations, scripts for student participation.)
3. In the event a citizen requests teacher lesson plans through the Freedom of Information Act, and such plans are not characterized by items A. through C. above, the Board will direct that the request be honored, provided that the following take place:
  - A. The Board's attorney's advice is to honor such requests to maintain compliance with the law and the administration determines that they will do so. This provision explicitly does not require the Board to ask for an attorney's advice with each individual request for lesson plans. The Board shall have the discretion as to when legal advice on this subject is in need of an update.
  - B. The teacher is notified of the request and is given time to consult with the building administrator and the Association.
  - C. A special level two grievance hearing will be conducted and a decision presented to the Association prior to honoring such a request.
  - D. The building administrator has had an opportunity to discuss the request with her/his immediate supervisor.
  - E. Activities associated with Items B, C, and D above shall be within the timelines defined by the Freedom of Information Act.
  - F. This memorandum shall be considered the operant administrative procedures governing Freedom of Information Act requests for teacher lesson plans.

4. The parties agree to print this memorandum of agreement at the end of subsequent Master Agreements.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

The Board agrees that for the duration of this agreement, it will take the necessary steps to maintain the number of hours per week and for the year the teachers in the Pre-School program as existed in the 1992-93 school year. If the Board is unable to maintain that number, they will provide the necessary compensatory time to offset the increased hours.

This memorandum of agreement expires at the end of this agreement and will not be extended without the mutual consent of the parties.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

1. At the start of each school year the administration shall advise each Site-Based School Improvement Committee to review its procedures and expectations in light of available time and resources.
2. Descriptions of the approximate norm or meeting time range for the Site-Based School Improvement Committee shall be distributed in conjunction with #2 above. In addition, the concept of alternating times for the Site-Based School Improvement Committee meeting(s), in order to minimize the impact on any one group of participants, shall be explained.
3. Teachers who participate in formal Site-Based School Improvement Committee meeting(s) more than six (6) hours per month on times other than the time to which they are contractually obligated, shall receive compensatory time for all additional hours. The accumulation and/or use of compensatory time will be mutually agreed to in advance between the teacher and the building principal.

This memorandum expires at the end of this agreement unless it is extended by mutual agreement.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

If the part-time teacher is not selected as per the provisions of Section 7.945, he/she may request a meeting with a representative of the Office of Human Resource Services, the decision maker, and an Association Representative to discuss the reasons for not being selected.

The meeting procedure defined in this memorandum will be placed in the Human Resource Services Office Policies and Procedures Book at which time the memorandum will expire.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

Middle School Advisory

1. All classroom teachers assigned full-time to a middle school shall have an advisor responsibility in addition to five class assignments.
2. Every reasonable effort shall be made to assign each advisor teacher with a middle school with an equal number of students for the advisory period.
3. All teachers with an advisor responsibility shall be responsible for conducting a daily advisory period with those students for a period of time not to exceed twenty-five (25) minutes. The focus on these periods will be to implement a revised advisor responsibility formulated as described below.
4. The revised duties of the advisor shall not require or expect advisors to conduct any advisor duties except within the two hundred fifty minutes of five classes and the advisory period described in Section 7.352.1. No duties will be required or suggested that have to be accomplished outside of the 250 minutes.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

The Board shall provide kindergarten, first and second grade teachers who are required to conduct the District Performance Assessment program, up to the equivalent of four full days of assistance. The assistance may be provided by substitute teachers or teacher assistants, as mutually agreed upon by the teacher and the principal. If teachers are released for training in the assessment program such release will be in addition to the assistance mentioned above.

During the life of the memorandum, the Assessment Office will work with the Assessment Oversight Committee to ensure that strategies will be developed so that each student will not need to be assessed on a one to one basis on each outcome. The district will provide direct, in-class assessment training to any K, 1, 2 teacher who requests assistance to administer the performance assessment using strategies other than one to one assessment of each student on each outcome. This will be in addition to the four days of assistance any release time for training described above. In keeping with the district's past practice of providing support, teachers will receive additional assistance upon request.

Teachers must implement the District Performance Assessment Program. However, adjustments in the time line and process may be made by mutual agreement between the teacher and principal to accommodate individual and classroom instructional needs. In addition, the teacher and principal may mutually agree to adjust the fall and spring reporting to parents schedule. The past practices of teachers in making judgments about subsequent testing of students who have mastered portions of the assessment tests is not to be modified by this section. In addition this section is not intended to restrict in any way the teacher's decisions to additionally use other kinds of assessments in deciding upon instructional strategies.

The parties also agree that the collaborative process on revising the assessment forms and record keeping systems will be continued.

This memorandum shall expire at the end of this agreement unless there is mutual agreement to extend it.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

The Board and Association agree that they will consult with each other regarding any compensation or terms and conditions of employment regarding the mentor program as required by Public Act 336 of 1993. This agreement specifically does not limit the Board's right to use non-bargaining unit personnel as mentors.

The parties agree that mentors will not be used by either the Board or the Association or representatives of either party in any hearing regarding evaluation, or as being the exclusive source of information in any evaluation.

The Board agrees to involve the Association in the development of this program.

This memorandum of agreement will expire at the end of this agreement and may not be extended without written consent of both parties.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

If a teacher who exclusively teaches classes with a maximum class size of thirty-three (33) or less, is assigned more than one hundred fifty (150) students after the third Friday of the semester, he/she may request a conference with the administrator responsible for scheduling. Such a conference may include consideration of leveling the class sizes within the building, the special needs of students, and allocation of other resources. The building administrator will make a reasonable effort to facilitate the monitoring of this effort.

At such time as a personnel policies and procedures document is being developed, the administration will consult with the Association and take steps to assure that the book does not conflict with past practices or the Master Agreement. The text of this memorandum of agreement shall become part of the book, and upon publication of the book, this memorandum will expire.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

The Board and Association agree that the following will be implemented to address teacher concerns regarding site-based decision making.

1. Teacher members of School Improvement Committees or Building Advisory Committees will be offered a workshop on the teacher's role in the site-based decision making process in the fall of each year. The workshop will review and clarify the teacher's role in the process, the criteria for membership on School Improvement Teams, and the method of choosing teacher representatives to the teams. Other topics will include; representing the constituency, communicating with the constituency, and consultation and decisions with the constituency.
2. The parties agree that proposals for plans which staff are expected to implement or which affect staff should be communicated to that staff prior to the School Improvement Committee or Building Advisory Committee plans being completed. Further the parties agree that staff response to such plans should be a part of the decisions being made by these committees.
3. A copy of the Board policy and implementation process will be distributed to each new School Improvement Committee and Building Advisory Committee member at the beginning of each school year.
4. Representatives of the Board, the Site-Based Oversight Committee and the Association will jointly develop the contents of the workshop in #1 above, and will also jointly review and send the instructional letter to all school staffs and site-based committees clarifying the above-mentioned points.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

Teachers who have been involuntarily reassigned between school years within a building and have reason to believe that they have been treated unfairly may request a meeting with the principal and a representative of the Association to discuss the situation and possible alternatives. If the meeting does not resolve the matter, the teacher may appeal the decision to the Human Resource Services Office. In that instance, representatives of that office, of the Association, the teacher and the principal will meet within ten (10) calendar days to discuss the problem and seek resolution.

At such time as a personnel policies and procedures document is being developed, the administration will consult with the Association and take steps to assure that the book does not conflict with past practices or the master agreement. The text of this memorandum of agreement shall become part of the book, and upon publication of the book, this memorandum will expire.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

The Board shall provide kindergarten teachers up to eight (8) days of assistance per class and first and second grade teachers up to four (4) days of assistance during the life of this agreement for the purpose of the teachers assessing individuals and/or groups of students and working with them to achieve grade level outcomes. The assistance may be provided by substitute teachers or teacher assistants, as mutually agreed upon by the teacher and the principal. If teachers are released for training in the assessment program such release will be in addition to the assistance mentioned above.

During the life of the memorandum, the Assessment Office will work with the Assessment Oversight Committee to ensure that strategies will be developed so that each student will not need to be assessed on a one to one basis on each outcome. The district will provide direct, in-class assessment training to any K, 1, 2 teacher who requests assistance to administer the performance assessment using strategies other than one to one assessment of each student on each outcome. This will be in addition to the four days of assistance and any release time for training described above. In keeping with the district's past practice of providing support, teachers will receive additional assistance upon request.

Teachers must implement the District Performance Assessment Program. However, adjustments in the time line and process may be made by mutual agreement between the teacher and principal to accommodate individual and classroom instructional needs. In addition, the teacher and principal may mutually agree to adjust the fall and spring reporting to parents schedule. The past practices of teachers in making judgments about subsequent testing of students who have mastered portions of the assessment tests is not to be modified by this section. In addition this section is not intended to restrict in any way the teacher's decisions to additionally use other kinds of assessments in deciding upon instructional strategies.

The parties also agree that the collaborative process on revising the assessment forms and record keeping systems will be continued.

This memorandum shall expire at the end of this agreement unless there is mutual agreement to extend it.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

The parties agree, pursuant to Section 1.214 of the Master Agreement, to refer issues to problem solving. The agenda for the 1996-97 school year shall include the following problems:

Unfinished evaluation

Air quality

August access to classrooms

Update class size listing for secondary schools (Sections 7.136-7.137)

The Board and Association Negotiating Teams shall jointly develop strategies for reporting to the Board on the problem solving activities.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

The following text will be recommended to the Board as Board Policy by the Superintendent.

Teachers, while instructing or supervising students, shall not be video or audio taped without the knowledge and previously secured permission of the teacher.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

The parties agree that Media Specialists shall possess a School Media Specialist's Certificate. This memorandum will expire at the end of this Master Agreement and will only be extended by mutual agreement of the parties.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

The Board and Association shall send representatives to a joint task force to review the problem of students whose intense behavior significantly disrupts the educational process and/or threatens the safety of self and others in the classroom and school. This task force will coordinate their study and finding with other restructuring groups that are meeting during the 1996-97 school year.

The task force will make recommendations on strategies and structures to cope with these behaviors and minimize or end the disruptions and safety threats. The recommendations will be completed by December 16, 1996 for consideration for implementation as soon as reasonably possible after that date.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

The Board and Association shall send representatives to a joint task force to review the problem of IEP committees not having access to the full continuum a special education services. The task force shall report to the parties not later than May 1, 1997, with recommendations for resolving the problem.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

The parties agree that the following text shall be recommended by the Superintendent to the Board of Education of adoption as Board Policy.

1. Only the teacher who granted a grade may change that grade for a student except that a Grade Change Committee may change a grade upon completion of the hearing process described below.
2. The Board shall create a Grade change Committee composed of three (3) teachers appointed by the Association, one (1) Board of Education member, and the Superintendent or her/his designee. Each party shall also appoint an alternate so that in the even a committee member is involved in any way in a proposed grade change, a full committee still sits in consideration of the appeal. Members who are involved in any way in a particular grade change appeal must disqualify themselves from sitting in consideration of that appeal. The appointments shall be annual, with the term of office beginning September 1st of each year.
3. After consulting with the teacher who gave the grade and the proponent of the grade change, a school principal is authorized to cause the convening of the Grade Change committee. The principal shall not cause the convening of the committee unless the proponent of the grade change submits to the principal a written request for the change, detailing the reasons that support the change of a challenged grade. Such request must be submitted within thirty (30) calendar days after the grade notice is sent to the student. If the principal thereafter to cause the convening of the committee, she/he must do so within thirty (30) calendar days after receipt of the written grade change request.
4. The Grade Change Committee shall convene within twenty (20) calendar days of receipt of the request to convene. Postponements of meetings for up to thirty (30) additional days may occur if the committee chair determines that he/she cannot convene a full panel due to absences.
5. Upon a majority vote, the Grade Change Committee has the authority to approve, disapprove or modify a proposed grade change.
6. The Committee is not permitted to change a grade unless the grade change proponent has established that there was "no rational basis for the challenged grade under the teacher's established grading procedure."
7. The committee's decision is final and there is no appeal from that decision.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

Effective with the beginning of the 1996-97 school year each middle school media center will be assigned .5 FTE clerical assistance. The principal of each school will be advised that the Board has made this commitment to the Association. This commitment includes the expectation that each school will supplement the .5 FTE clerical assistance with additional support as defined during the 1995-96 school year by individual buildings.

The staffing standard will be communicated to Middle Level Council (Principals and Assistant Principals) on Tuesday, August 20, 1996.

I am requesting that the AAEA meet with a representative of the Office of Human Resource Services for the purpose of reviewing each school's plan, but the plans shall be implemented on the first day of the school year.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

The parties agree to implement the tentative agreement in the following manner.

1. The Association agrees to withdraw its unfair labor practice changes against the Board of Education.
2. The parties agree that all grievances related to freedom of speech and display or distribution of bargaining materials or signs of support are withdrawn from further consideration by either party without precedent or resolution.
3. The Board agrees to implement the salary schedule changes retroactive to August 26, 1996, with a lump sum payment to be made to catch up any back pay owed by the second paycheck in February or the second check after both parties have ratified the tentative agreement, whichever, is later.
4. The Board agrees that payments to correct their salary will be made to any bargaining unit member who has retired or resigned during the period of August 26, 1996 through the ratification of the tentative agreement. Further the Board agrees to file the necessary papers with the Michigan Public School Employees Retirement System to amend the Board's final report on earnings for those persons.
5. The parties agree that the amendment to the following sections shall not be implemented until the beginning of the 1997-98 school year:
  - 6.135 (Part-time teacher pay)
  - 3.514 (AAEA Area Representative Time)
  - 3.515 (AAEA Association Days)
  - 7.216 (Elementary noon hour)
  - Appendix VI (School Hours)
  - 7.330 and its subsections (Elementary Planning Time)
6. Both parties agree that there shall be no retribution or punitive action taken against bargaining unit members for any conduct or refusal in activities related to bargaining or protesting bargaining during 1996.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

Tenured Staff

The evaluation is satisfactory for tenured staff if there are no unsatisfactory ratings and less than 3 "below expectations" ratings. The supervising administrator of teachers who do not meet this standard shall develop an Individualized Development Plan in consultation with the individual teacher and seek agreement on the plan with the teacher. Failure to reach agreement shall not prohibit the administrator from proceeding with the plan. Teachers who participate in an Individualized Development Plan shall not concurrently be evaluated using the complete staff evaluation document. The evaluation process for teachers participating in the Individualized Development Plan will concentrate only on the areas identified in the Plan.

Probationary (Including Temporary Contract) Staff

An evaluation is satisfactory for probationary staff if:

1. There are no "unsatisfactory" ratings in any probationary year.
2.
  - A. For those on a four year probationary cycle, there are less than seven "below expectations" ratings on their last evaluation for their first year.
  - B. For those on a four year probationary cycle, there are less than five "below expectations" ratings on their last evaluation for their second year.
  - C. During their next to last year of probation, the last evaluation for the year has less than three "below expectations" ratings.
  - D. During their last year of probation, the last evaluation for the year has no "below expectations" ratings.
3. Teachers who are hired after November 1st during a year will be judged on the standard of the first year (second to last year for those previously tenured in another Michigan district) through June of their second year of employment. Then they will progress an additional year thereafter. This concept is illustrated in the following chart.

	<b>End of Year 1</b>	<b>End of Year 2</b>	<b>End of Year 3</b>	<b>End of Year 4</b>	<b>End of Year 5</b>
<i>New staff hired at start of year</i>	less than 7 below expectations	less than 5 below expectations	less than 3 below expectations	All meet expectations or above	
<i>New staff hired after November 1st</i>	less than 7 below expectations	less than 7 below expectations	less than 5 below expectations	less than 3 below expectations	All meet expectations or above
<i>Staff tenured in another district, hired at start of year</i>	less than 3 below expectations	All meet expectations or above			
<i>Staff tenured in another district, hired after Nov. 1st</i>	less than 3 below expectations	less than 3 below expectations	All meet expectations or above		

Descriptors

Descriptors are used to help understand each of the areas of performance. It is not intended that in order to meet a standard one must meet all of the descriptors or examples provided.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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