

4263

8/2000

MASTER AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and

THE ANN ARBOR EDUCATION ASSOCIATION
OF PARAPROFESSIONALS

August 26, 1996 to the Beginning
of the 200~~1~~⁰/200~~2~~¹ School Year

(Teacher Assistants)

Ann Arbor Public Schools

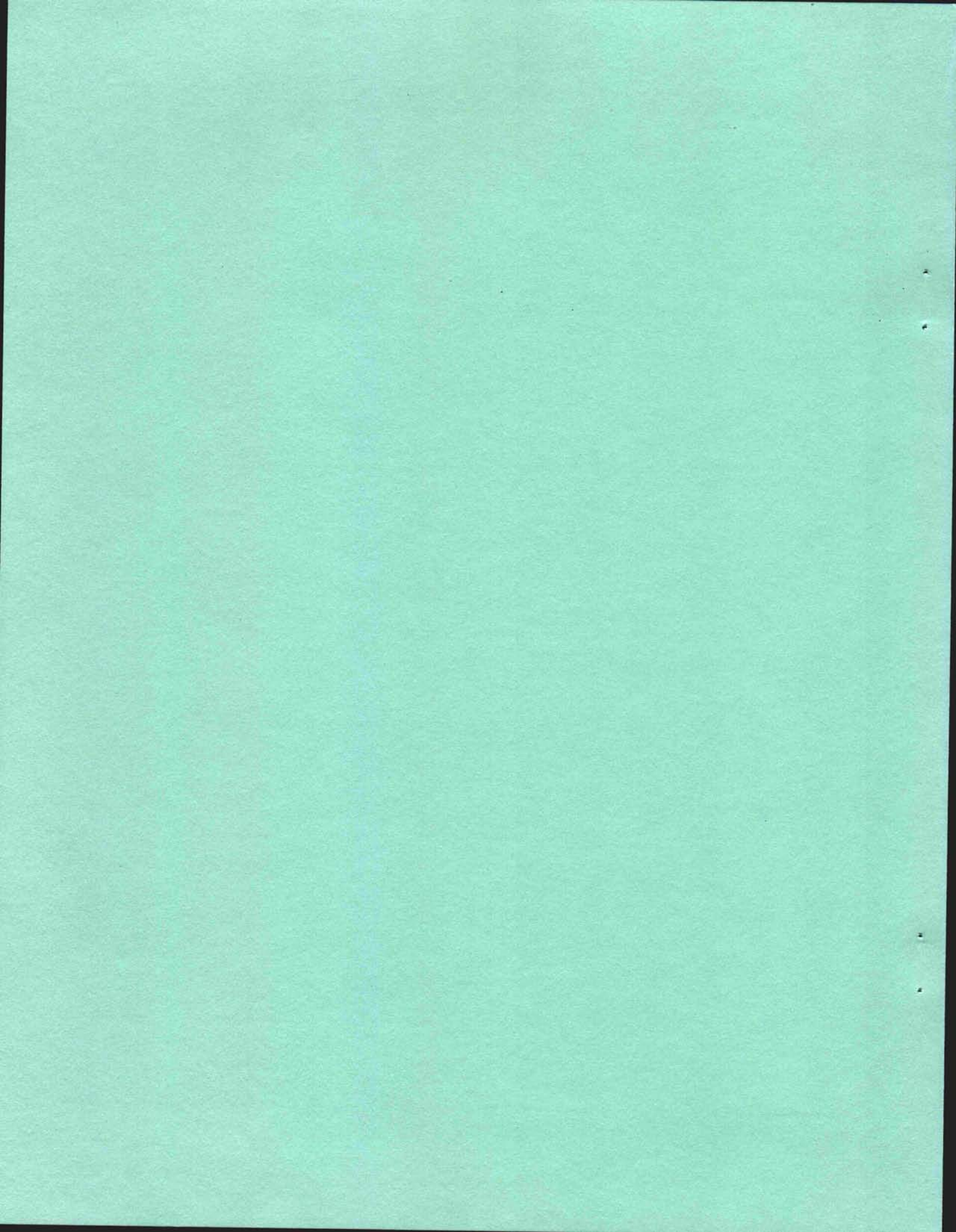


TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
I	AGREEMENT	1
II	RECOGNITION	1
III	BOARD RIGHTS	1
IV	EXTENT OF AGREEMENT	2
V	GRIEVANCE PROCEDURE	3
VI	UNION RIGHTS.....	5
VII	EVALUATION	7
VIII	SENIORITY	7
IX	VACANCIES, TRANSFERS, AND PROMOTIONS	8
X	EMPLOYMENT STATUS.....	11
XI	REDUCTION IN PERSONNEL.....	12
XII	DISCIPLINE.....	14
XIII	WORK YEAR, WORKWEEK, AND WORKDAY	14
XIV	SUMMER WORK.....	18
XV	SICK LEAVE AND LEAVE OF ABSENCE.....	19
XVI	WORKER'S COMPENSATION.....	22
XVII	COMPENSATION	23
XVIII	FRINGE BENEFITS.....	24
XIX	HOLIDAYS	26
XX	VACATION	26
XXI	SEVERABILITY CLAUSE	27
XXII	NEGOTIATION PROCEDURES	27
XXIII	NO STRIKE CLAUSE	27

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
XXIV DURATION.....	28
XXV INSERVICE.....	28
XXVI AFFIRMATIVE ACTION AND NO DISCRIMINATION.....	29
XXVII OTHER CONDITIONS OF EMPLOYMENT.....	29
SIGNATURE PAGE.....	30
APPENDIX A - 1996-97 Salary Schedule.....	31
APPENDIX A - 1997-98 Salary Schedule.....	32
APPENDIX A - 1998-99 Salary Schedule.....	33
APPENDIX B - Teacher Assistant Job Categories.....	34
APPENDIX C - Minimum Long Term Disability Benefits.....	35
APPENDIX D - Evaluation Policies and Procedures.....	36
APPENDIX D - Evaluation Descriptors.....	40
APPENDIX D - Evaluation Form.....	42
MEMORANDA OF AGREEMENTS.....	43-47

ARTICLE I

AGREEMENT

This agreement is entered into effective August 26, 1996 by and between the Ann Arbor Board of Education, hereinafter called the "Board" and the Ann Arbor Education Association of Paraprofessionals, hereinafter called AAEA/P or the "Union."

ARTICLE II

RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in the Public Employment Relations Act of the Public Act of 1947, as amended, for all regularly scheduled full-time and regularly scheduled part-time employees who work a minimum of (2) hours per day and six (6) hours per week in the positions as listed in Appendix B, excluding substitutes and all other employees.
- B. Unless otherwise indicated, the term "employee" when used hereinafter in this agreement shall refer to all members of the above defined bargaining unit.

ARTICLE III

BOARD RIGHTS

- A. Except as specifically limited in this agreement, the Employer retains the sole right to manage its business, including the rights:
 - 1. To decide the number and location of its schools and other buildings and program areas (establishments) and to open new ones and close or discontinue existing ones;
 - 2. To determine, from time to time, the educational, recreational, child care, and other programs, and the equipment and supplies for each establishment;
 - 3. To set, from time to time, the opening and closing days and hours of each establishment and, correspondingly, the beginning and end of the regular shift of employees working at such establishment;
 - 4. To maintain order and efficiency in each establishment and schedule work at each establishment for employees not regularly assigned thereto;
 - 5. To determine the number and classifications of its employees and to hire, lay off, assign, transfer, promote and discharge or otherwise discipline employees;
 - 6. To establish and enforce work standards which shall be set on the basis of normal working conditions, the quality of workmanship to be accomplished and the normal working capacities of normal experienced employees;

7. To assign employees temporarily to work outside of their normal job classifications and to employ part-time workers or contract work out. If the Board wishes to investigate securing services currently provided by bargaining unit members from outside sources, or discontinuing services currently provided by bargaining unit members, it shall first meet with the Union to discuss the matter and possible alternatives.

Further, no agreements with outside sources or decisions about discontinuance of services shall be made without first providing the Union with an opportunity to present to the Board written alternatives within ten work days of written notification.

8. To make reasonable rules and regulations from time to time for the purpose of maintaining order, safety, and efficiency and, after notice to the Union and the employees, to require compliance therewith;
9. To assign overtime and, in emergencies, to call employees to work prior to their regularly scheduled starting time or to require work during normally scheduled rest or lunch. Emergency shall be defined as an unanticipated situation.

NOTE: The right to contract work out includes the right to use volunteers.

- B. Terms and conditions of employment and other rules and regulations concerning employee conduct not provided for in this agreement will be governed by the applicable rules and regulations of the Board. Any revisions to the present rules and regulations shall not be inconsistent with the provisions of this agreement and shall be implemented only after due notice to the Union.
- C. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this agreement and no rules and regulations shall be adopted or revised which shall violate any of the express terms of this agreement.

ARTICLE IV

EXTENT OF AGREEMENT

- A. This agreement shall constitute the entire agreement between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.
- B. This agreement shall supersede any rules and regulations of the Board which are contrary to the expressed provisions of this agreement.

ARTICLE V

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication by a directly affected employee, or group of employees, of the expressed terms of this agreement.
- B. All grievances must contain the following items:
1. The provision allegedly violated;
 2. The relief sought;
 3. The date of the alleged violation;
 4. The signature of the grievant(s).
- C. Hearing Levels
1. Informal Procedure. Any employee with a grievance may discuss the matter, in written or verbal 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 Union 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 Union, as are given an employee 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.
 2. Formal Procedure. Any employee desiring to invoke the formal grievance procedure (hereinafter called the grievant) shall proceed as described in the following paragraphs. However, a grievance may be filed at any level of the procedure if the grievance is not against an agent of the Board at any preceding level.
 3. Written notices of the grievance, signed by the grievant or a representative of the Union, shall be delivered to the appropriate administrator, the representative for Human Resource Services, and the Union within fourteen (14) calendar days after the date on which the alleged grievance occurred, or on which the grievant first learned of its occurrence, or 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 Union in an effort to settle the grievance, and shall deliver a decision in writing to the Union's representative and the grievant within five (5) calendar days after such meeting. Whenever a grievance is initially filed against the Board, time limits described in Section 4 shall apply. Appeal of any grievance initially filed against the Board shall be immediately to arbitration.

4. If the Union is not satisfied with the decision of the appropriate administrator, or if no decision has been delivered in the time allowed in Section 3, written notice of appeal signed by a representative of the Union shall be delivered to the Superintendent or his/her designee within ten (10) calendar days thereafter. Within fourteen (14) calendar days of receipt of such notice, the Superintendent or his/her designee shall meet with the grievant and a representative of the Union in an effort to settle the grievance and shall deliver his/her decision in writing to the grievant and the Union's representative within five (5) calendar days after such meeting.
 5. When the representatives of the Board and the Union agree that a delay in the resolution to a grievance would create a harmful situation or make the problem more difficult, they may waive the above timelines and immediately meet to seek a prompt resolution.
 6. Arbitration. If the Union is not satisfied with the decision of the appropriate administrator, or if no decision is delivered in the time allowed in Section 4, written notice of demand for arbitration shall be delivered within thirty (30) calendar days thereafter. The Union shall utilize the list of arbitrators selected by the representatives of the Union and Board. Once the appeal for arbitration has been filed, all communications with the arbitrator about the case shall be done jointly, or with prompt notice to the other party in emergencies or where the arbitrator initiates the contact.
 7. The rules and regulations of the American Arbitration Association shall be followed by the parties and the arbitrators whenever applicable. Where there is no specific contract language, the arbitrator shall not substitute his/her judgment for that of the Board or its designee. The arbitrator shall have no authority to alter, add to, or subtract from the terms of this agreement. In addition, the arbitrator may not rule on cases involving interpretation of law, evaluation, or the terminator of probationary employees. Both parties are bound by the award of the arbitrator. The fee and expenses of the arbitrator shall be shared equally by the parties.
- D. All days in this provision shall mean calendar days. Vacation periods during the school year or holidays during the summer shall not count as days for purposes of this article.
- E. If the Union fails to abide by the time lines set forth, the grievance shall be deemed settled with the last Board position filed. If the Board fails to abide by the time lines, the Union may appeal to the next step in the procedure.
- F. Time limits may be extended by mutual agreement.

ARTICLE VI
UNION RIGHTS

A. Special Conferences

Special conferences will be arranged between representatives of the Board and the Union, at mutually agreeable times which will not interfere with the normal duties of the employees.

B. Bulletin Board and School Mail

The Union shall be permitted to use currently existing bulletin boards designed for such use. In addition, the Union may use school mail for routine correspondence provided such correspondence does not advocate interference with the performance or duties of any employee(s) in the District.

C. Use of Facilities

The local Union may use the Board of Education building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be made to the building administrator. The president may request use of Board of Education equipment, so long as such use does not interfere with the operation of the Board of Education and reimburse the Board for the costs of materials and supplies used.

D. Union Representation

The Union shall notify the Board of the names of officers and staff of the Union. Up to two (2) of these individuals shall be authorized to investigate and present grievances to the Employer. If the Employer agrees to meet with the Union representatives during their normal work day, they shall be released from work without loss of pay or benefits after the exhaustion of Union leave time. The Union shall notify the Board who is authorized to investigate and present grievances to the Employer.

E. Access to Information

The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all readily available public information concerning the financial resources of the District, a copy of the adopted budget and such other readily available public information as will assist the Union in developing contract proposals and in processing any grievance or complaint. The Union will provide the Board with a copy of the Union constitution and bylaws and any changes thereto as they occur.

F. Union Leave

The parties agree that union leadership is an integral part of resolving conflicts regarding employment issues, providing representation for members in various meetings with the administrators, and reaching agreement on local contracts. The Board also recognizes that the leadership has responsibilities to the organization from time to time. To those ends,

the Board shall permit the Union President or his/her designee release time of eight (8) hours per month for handling these and other such tasks. The President may save time from previous months to attend conferences of more than one day duration in any month. However, the time cannot exceed three days in any given month unless there is mutual agreement with the administrative supervisor that the absence will not interfere with the educational process. This time will be permitted after first obtaining permission from his/her administrative supervisor prior to leaving the work site on Union business and notifying the administrative supervisor at the destination. The Union representative will also contact the Office of the Executive Director of Human Resource Services to log in the amount of time used on each occasion.

G. Union Security

1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on nor discriminate against any employee in such matters.
2. All employees in the bargaining unit recognized by this contract shall, pay the Union, the employee's exclusive collective bargaining representative, either dues or agency shop fees.
3. If any provisions of the article are invalid under Federal Law or Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal, State, and City Law or shall be renegotiated for the purpose of adequate replacement.
4. Dues Deduction
 - a. The Board agrees to deduct from the pay of any employee up to the equivalent of union dues, provided the Union presents an authorization to the Board, signed by the employee, allowing such deductions and payments to the Union or the Union identifies the employee as an agency shop fee payers to have their fees deducted from their paychecks.
 - b. Payroll deductions shall be taken in twenty (20) equal deductions beginning with the second paycheck in September and continuing through the twentieth (20th) consecutive paycheck. Employees who finish their probationary period during the course of the year will have their deductions prorated over the remaining paychecks in the dues deduction period for that year.
 - c. The amount of deductions for a year will be certified to the Board by the Union by August 1 of that year. However, no deductions will be made for probationary employees. Deductions for a specific paycheck will only be made if the authorization of fee payer notification is received by the Board at least ten (10) days prior to that pay date. It shall be the responsibility of the Union to collect dues from those individuals whose authorizations or fee payer notice are not received by the deadline.
 - d. The Board agrees to remit to the Union all monies deducted accompanied by an alphabetized list of employees from whom deductions have been made.

- e. It shall be the responsibility of the Union to return duplicate or overpayments to an employee. It shall be the responsibility of the Union to handle all complaints and demands for refund by an employee.
 - f. Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union.
 - g. 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 in Section C above.
5. The Board shall provide each employee immediately upon employment a copy of the Master Agreement and an information packet provided by the Union. The Board shall provide the Union with the name and assignment of each new employee within ten (10) work days of employment.

ARTICLE VII

EVALUATION

- A. Evaluation of employees may be conducted as determined by the Board. B.
- B. If an evaluation is to be conducted, the employee will be given a copy of the Board established criteria prior to the commencement of the evaluation period.
- C. The criteria and format will be determined by the Board.
- D. All employees shall receive a copy of their evaluation(s) and be given an opportunity to sign the evaluation.
- E. Evaluations, where applicable, will include input from District employees who provide direction to bargaining unit employees and shall be signed by the supervising administrator.
- F. Employees shall be given an opportunity to attach a written statement to the evaluation, but evaluations shall not be grievable.
- G. A satisfactory evaluation is one which has no ranking below a 3 on a 4 point scale. If a different scale is used, these rankings will be interpolated to maintain this concept.
- H. Supervisors in the bargaining unit shall not be required to evaluate other bargaining unit members.

ARTICLE VIII

SENIORITY

- A. Seniority shall be defined as the length of continuous service within the District as a member of the bargaining unit. Full seniority shall be granted to individuals for continuous service in bargaining unit positions.

- B. Newly hired probationary employees shall have no seniority until satisfactory completion of the probationary period at which time seniority shall revert to their first day of work.
- C. Leaves of absence and periods of layoff for the period of recall shall not be considered breaks in service but shall not add to seniority .
- D. Once each year the Board of Education shall prepare and send to the Union a seniority list of all bargaining unit members which shows date of hire into a bargaining unit position. The Board shall notify the Union of each new hire for bargaining unit positions.
- E. An employee will lose his/her seniority for reasons including:
 - 1. The employee quits or retires,
 - 2. The employee is discharged and discharge is not reversed,
 - 3. The employee fails to return to work when recalled from layoff as set forth in the recall procedure, and
 - 4. Any other discharge or termination.

ARTICLE IX

VACANCIES, TRANSFERS, AND PROMOTIONS

- A.
 - 1. Whenever a vacancy in any position covered by this agreement, except for child care positions, shall occur during the school year, it shall be posted in each building for five (5) days. During the summer, position(s) shall be posted in the Administration Building. A copy of the posting(s) will be sent to the Union and interested employees may apply for posted vacancies by the deadline.
 - 2. Each Spring, the Board shall invite all child care workers to submit applications for positions with different hours or for positions which might become vacant during the summer of the next year. The Board shall first consider all such applicants when filling positions, for which the child care workers have applied, for the next twelve (12) months.
- B. Any employee may apply for such a vacancy. In filling a vacancy, consideration shall be given to such factors as qualifications, seniority, and personal interview.
- C. A sixty (60) workday probationary period shall apply to filling of vacancies. This probationary period shall be used to determine the employee's:
 - 1. Desire to remain in the position, and
 - 2. Ability to perform the duties of the position.

Upon successful completion of the probationary period, an employee may not be eligible to bid on a subsequent vacancy for nine (9) months.

In cases of promotion, an employee may return or be returned to his/her previous assignment during the probationary period. Voluntary returning of an employee in cases of transfers within classification will be granted on a case by case basis.

- D. Voluntary transfers and promotions may be denied by the Board where to grant such would have a negative educational impact.
- E. The parties agree that involuntary transfers of employees should be minimized, but the parties recognize the right of the Board to make involuntary transfers as needed. Individuals who are transferred to a lower paying classification will not suffer a loss of pay as a result of this involuntary transfer. Child care workers who are involuntarily transferred to positions with fewer hours per week will not have their hours reduced.
- F. Method of Placement for Elementary Classroom Assistants shall be as follows:
 1. The Board shall prepare two (2) lists of assistants from which placement shall occur pursuant to the procedure below. One (1) list shall be composed of Board assistants to whom the Board has a full-time obligation and a second list shall consist of Board assistants to whom the Board has a half-time obligation and may include any full-time assistants who opt for placement on the part-time list as well as on the full time list.
 2. An assistant with a full-time obligation must notify Human Resource Services Office by June 15 if he/she wishes to be placed on the part-time list.
 3. Assistants who were assigned to a particular building the previous year shall be retained in that building if a similar F.T.E. vacancy exists, provided that: 1) There is mutual agreement between the assistant and the Principal; and 2) The assistant will either be working with approximately the same group of students or with the same teacher. If the conditions in #1 and #2 are not met, then the school shall select an overage assistant through the normal process described below.
 4. A list of three (3) most senior assistants from the appropriate full-time or part-time list based on the F.T.E. of the position will be sent to the building for each vacancy as it arises. This process will continue only as long as there are three (3) assistants still available to place. If less than three (3) assistants are available, only they will be sent.
 5. Prior to the beginning of each school year, a part-time assistant may state his/her preference for a morning or an afternoon position. The part-time assistant will only be placed on lists reflecting this preference. If there is no notification by the part-time assistant, he/she will be included in all open positions pursuant to number 4 above.
 6. Selection shall be made from the three (3) assistants. Either the assistant or the administrator may decide against the appointment. Each administrator may reject one (1) entire list but must then select an assistant from the next list sent. An administrator shall have three (3) work days from receipt of the list to make a recommendation for

appointment to Human Resource Services. If a second list is requested, the administrator will have an additional two (2) days to make a recommendation. When an assistant is selected he/she must make a decision within twenty-four (24) hours of notification of the recommendation.

7. Each half-time vacancy shall receive a new list of the three (3) most senior Board assistants not yet placed.
8. If an assistant is not placed in a position after being on two (2) lists, the process will be halted and that person will be placed in the next available position. Following placement of that assistant, the process will recommence.
9. When a full-time assistant is placed in a half-time position, he/she may opt for a second half-time position in the same building if such a vacancy exists and the principal agrees. This shall interrupt the placement process. If a second position in the same building does not exist at the time of first placement, he/she shall continue in the normal process until placed or until a vacancy in the same building becomes available and the principal agrees to the second placement.
10. This process will only apply to assistants to whom the Board has an obligation per the Master Agreement and does not require the Board to use individuals who are outside the elementary classroom assistant classification.
11. Selections made pursuant to this process are not subject to the grievance procedure provided the above process is followed.

G. A special fund assistant will be returned to his/her same building when the same or comparable position becomes available provided he/she has a satisfactory evaluation. If the special fund assistant has an unsatisfactory evaluation the principal may request that the employee be removed in which case he/she may be placed on the preferred eligibility list. If the employee does not wish to return to the same building, he/she shall return to that building, but may bid on other assignments consistent with the provisions of the Master Agreement. A special fund assistant will earn bargaining unit seniority consistent with the provisions of the Master Agreement but will not be bumped from his/her assignment by any other bargaining unit member. If the position does not continue to exist, the special fund assistant will be placed on the preferred eligibility list.

H.

1. If a position experiences a reduction in hours per day which results in a reduction of F.T.E., the employee in that position will have the right to transfer to the next available vacancy, which represents an increase in F.T.E., within that job category for which he/she is qualified. If an employee wishes to move to a different job category, he/she may apply and be given preference over outside applicants provided he/she is qualified for the position and has a satisfactory evaluation.
2. If the administrator supervising the new position has objections to the possible placement, she/he may present those objections in writing to the Office of Human Resource Services and to the employee. If the employee wishes to challenge the written objections he/she may submit a written statement to the Office of Human Resource Services and the supervisor, and may also request a meeting to discuss the objections. A

representative of the Office of Human Resource Services will review the objections and any response, and will decide on convening any requested meeting. If the representative of the Office of Human Resource Services determines that the objections are valid, the employee will not receive the placement, but will be eligible, using the same process, for subsequent placement. This right shall continue for the remainder of the school year.

3. If the reduction occurs after October 15, the Board will continue health insurance premium payments for the remainder of the semester at the pre-reduction F.T.E. level.
- I. The Board may employ individuals to fill temporary and/or newly created positions which may last up to the equivalent of one semester. Individuals employed in a temporary or newly-created position will not be entitled to placement into a bargaining unit position upon expiration of the temporary or newly created position. The Board may also fill positions in pilot programs temporarily for up to the equivalent of one year. No seniority will be earned while in these assignments.
 - J. An employee's salary step placement or level of fringe benefits shall not be used in determining the duration of employment in a given year, nor in any decision of assignment. This provision does not modify the intent or the language of Section E of this article.

ARTICLE X

EMPLOYMENT STATUS

- A. Probationary - An employee who has not completed his/her initial sixty (60) workdays in her/his latest assignment. Probationary employees who are absent during the first sixty (60) workdays of employment shall not complete their probationary period until they have worked additional days equal to the number of days absent. If at any time during the probationary period a newly-hired employee's work performance is unsatisfactory, he/she may be dismissed without recourse of appeal by the employee or the Union. If the Board finds a newly-hired employee's work performance unsatisfactory, but wishes to continue the employee for an additional thirty (30) work day probationary period to provide an opportunity for further observation, the employee may do so, provided that the Board has given the employee a description of the employee's duties and evaluation criteria at the beginning of their probationary period, and conducted evaluations in accordance with their normal procedures. In each instance of an extended probationary period, the Board shall immediately notify the Union of their action. Fringe benefits shall be started for such employees at the end of the original sixty day probationary period as provided for in Article XVIII D.
- B. Federal and/or State Funded Employees - Federal and/or State funded employees in bargaining unit positions will be covered by the terms and conditions of this agreement but shall serve the same probationary period under the conditions and exclusions specified above. However, where terms of this provision are in conflict with the Law and/or administrative rules of the funding agency, the parties shall meet in an attempt to resolve the conflict. Until a resolution is agreed to, the Law and/or administrative rules shall supersede this agreement.

- C. Job Category and/or job classification as used in this agreement shall refer to employee categories as identified in Appendix B of this Master Agreement.
- D. Preferred eligibility list shall refer to the placement of an employee into a pool which permits preference over outside applicants for placement within any job category after all current obligations within that job category are fulfilled. To be given preference, the employee must meet the qualifications of the position and of 3.4 or better. If the placement on the preferred eligibility list is due to a reduction in personnel, a satisfactory evaluation is required for preference.
- E.
 - 1. A temporary position is one of a limited duration (the equivalent of one semester; or, if a pilot program, one year). Individuals whose assignment exceeds the time limits indicated will be considered a member of the bargaining unit and will be given preference for up to one year for subsequent vacancies within the appropriate classification provided the employee has an average of 3.4 or better. Temporary positions filled for up to the permitted duration will not be included in the bargaining unit or covered by the Master Agreement but, the salary paid to that individual will be based on the then current bargaining unit salary schedule, fringe benefits, holidays and sick leave.
 - 2. Child care vacancies, where the leaving employee is not expected back within the equivalent of one semester shall not be designated

ARTICLE XI

REDUCTION IN PERSONNEL

- A. In the event the Board decides to reduce the number of employees or eliminate positions, the following procedure shall apply:
 - 1. Layoff shall be by classification except as described below.
 - 2. If a position is eliminated within a classification the employee in that position may be reassigned to a vacancy of the same F.T.E., and the same or greater pay rate in a different classification provided she/he is qualified and has a satisfactory evaluation. If such a vacancy is not available, the least senior employee in the classification losing a position will be displaced from his/her position and reassigned to bargaining unit vacancies for which she/he is qualified, or laid off in order to provide a position for the more senior employee whose position has been eliminated, provided that the more senior employee has a satisfactory evaluation. If more than one employee has been displaced, the more senior of that group will receive any reassignments and the least senior will be laid off, if any employee is laid off.
 - 3. If the position elimination is in the summer or for the beginning of the school year the following process shall occur. After the displacement within the classification has been completed, those who are about to be laid off will be reassigned in other classifications provided they are qualified for the other classifications, have satisfactory evaluations, and provided that the employee being reassigned has more seniority than the employee in the other classification.

4. The Board shall notify, in writing, each employee whose position is being eliminated. Employees being laid off shall receive at least two (2) weeks notice of layoff.
5. Employees paid with State, Federal, or with District special funds which restrict the selection of candidates for any reason and/or elementary classroom assistants, will not be eligible to follow the bumping process. Rather, these employees shall be placed directly on the preferred eligibility list.
6. Child Care Workers who are laid off prior to the beginning of delivery of services to students for a school year shall have all rights described above. Child Care Supervisors who are laid off at this time shall have the right to bump into the least senior Child Care Assistant's position if the assistant has less seniority than the Supervisor. If there is a layoff after the beginning of the Child Care Workers delivery of services to children, Section 7 shall apply.
7. Child Care layoffs after the beginning of services to children shall first be by bumping the least senior probationer in that classification. If no probationers are employed at the time of the layoff, it shall be by site, and Supervisors whose jobs are eliminated may bump Assistants at that site, provided that the Assistant has less seniority. All other provisions of this article except Section A.2 shall apply in all cases.
8. One-on-one assistants may be protected from bumping by more senior staff by the building administrator and one other administrator who is in the Instructional Division, chosen by the Union. Based on the need for maintaining the relationship between a specific student and assistant and adherence to a written list of duties provided at the time of assignment to the student. The criteria for protecting a one-on-one assistant from year to year will be the same as the above, but with certification by the administrators that a change in assistants for the following year would be detrimental to the student's education. During such deliberations, Union members will have the right to submit written information and argumentation about the matter.

The administration shall provide the Union with updates on the assignments of all one-on-one assistants at least once each semester.

- B. Recall shall be in reverse order of layoff, by classification, provided the recalled employee is qualified to perform the duties of the vacant position. The recall can be to a different classification provided that the employee is qualified in the different classification, and that more senior employees are not denied recall through this process. Recall shall first be attempted by telephone, and if actual conversation with the employee occurs, the employee shall have twenty-four hours to accept the recall. If no direct conversation takes place, then a mail recall notice shall be sent. Notices of recall shall be sent by certified mail to the last known address as shown in the Board records. It shall be the employee's responsibility to keep the Board apprised of his/her current address and telephone number where she/he can be contacted. If mail is used, the notice will be sent (return receipt requested). A recalled employee shall be given seven (7) calendar days, from the date of initial attempted delivery of the recall notice, to report to work or indicate acceptance of the position. The Board may fill the position on a temporary basis until the recalled employee responds. Any

employee who fails to respond to the recall notice within the time lines indicated above, or who declines to perform work for which she/he is qualified and where no other employee on layoff is qualified, shall forfeit his/her seniority rights, and the Board shall have no further employment obligation to that employee.

- C. Subject to the provision of the carrier, laid-off employees may be permitted to continue their insurance benefits for up to one (1) year by paying to the Board the cost of these benefits(s) per the procedure established by the Board.

ARTICLE XII

DISCIPLINE

- A. No employee shall be disciplined (written reprimand, suspension, or discharge) without just cause.
- B. Employees are entitled to due process in any disciplinary matter. To that end, no employee shall be suspended without pay without:
 - 1. The completion of a preliminary investigation;
 - 2. The presentation of the complaint or charge including the details and names of complainants to the employee without requiring the employee to respond for 24 hours;
 - 3. Providing the employee with an opportunity to respond to the complaint.

This does not preclude the Board suspending an employee with pay during the investigation process when such removal from the place of employment is deemed necessary by the Board.

- C. Should the discharged or suspended employee consider the action to be improper, a complaint shall be presented via the grievance procedure.
- D. The Board agrees to follow a policy of progressive discipline. However, any disciplinary action against an employee may commence at any level of discipline up to and including discharge.
- E. In imposing discipline (or discharge) the Board may take into consideration dissimilar infractions which occur during a 12-month period. The same or similar infractions may be considered for a period of 36 months.

ARTICLE XIII

WORK YEAR, WORKWEEK, AND WORKDAY

- A. The work year will be determined by the Board of Education and this provision shall not be construed to guarantee a set work year to any employee. The work year for assistants will normally coincide with the students' school year. Assistants hired after the start of the school year and elementary classroom assistants will not be covered by this provision. However, elementary classroom assistants will be employed the first full day that students report and shall remain in an assignment until placed in

an overage assignment or for fifteen (15) work days, whichever occurs first. These interim assignments will be made by the Board. Elementary classroom assistants who are not placed into an overage assignment within the fifteen work days will be placed consistent with the provisions of the Master Agreement. All employees in a position will work on reporting to parent days, between semesters and for a full day on the last day students attend school, except for child care workers who may work a modified schedule.

- B. The normal workweek shall be Monday through Friday. However, the Board of Education may adjust this schedule to five (5) days within a seven (7) day period as needed.
- C.
 - 1. Employees may be assigned to work on tasks at hours beyond their normally scheduled workday. All assigned additional work must have prior approval of the immediate administrative supervisor. Additional assigned work will be compensated at the regular hourly rate consistent with Article XVII Section B.
 - 2. If an employee believes there is a workload problem related to Section 1 above he/she may request a meeting to discuss and seek resolution to the problem. Such a meeting may include a consideration of the employee's concerns regarding negative consequences related to the problem. Upon receipt of such a request, their supervisor shall attempt to resolve the issue. If no resolution is found, the supervisor shall arrange a meeting with other appropriate building staff and representative of the Union. A representative of the Human Resource Service Office may attend.
- D. The workday for employees will not normally exceed eight (8) hours per day unless additional time is required and approved by the immediate administrative supervisor.
- E.
 - 1. Employees who work an eight (8) hour day shall be entitled to two (2) fifteen (15) minute relief periods each day as assigned by the Administration. Employees who work less than eight (8) hours per day but six (6) hours per day or more shall be entitled to two (2) ten (10) minute relief periods per day. Employees working between four (4) and six (6) consecutive hours per day shall be entitled to one (1) fifteen (15) minute relief period.
 - 2. If there is some reason on a given day that any employee, except child care workers, cannot take relief time, and if the administrative supervisor agrees with the reason, the employee and the administrative supervisor shall mutually develop an arrangement to take the relief time at another time. If a recurrent pattern of inability to take relief time develops, the administrative supervisor and employee will meet to develop a plan to eliminate the reason for the inability to take relief time.
 - 3. If there is some reason on a given day that a child care worker cannot take relief time, and if the administrative supervisor agrees with that reason, the child care worker and the administrative supervisor shall mutually develop an arrangement to take the relief time at another time. If this is not feasible then, with the administrative supervisor's approval, the child care worker may be paid in lieu of taking the time. If a recurrent pattern of inability to take relief time develops, the

administrative supervisor and the child care worker will meet to develop a plan to eliminate the reason for the inability to take relief time.

- F. All employees, except those employed at Community High School, Lakewood, in the Child Care Program, and Roberto Clemente, will have not less than a thirty (30) minute duty-free lunch period. Exceptions to the lunch arrangement may be made as needed. Lunch periods will be unpaid and the time during the day will be assigned by the building administrator. Employees who are required to be on duty during their lunch period will be paid for that time. The length of the lunch period for any individual will not change from that of 1990-91 without prior notice to the Union. A lunch period will not vary more than 1.5 hours before the employee's normal starting lunch time or 1.5 hours after the employee's normal ending lunch time in order to accommodate an IEPC, MET, or an emergency.
- G. In the event of school closings due to inclement weather the parties shall follow the Board Policy regarding reporting for work and pay for employees.
- H. Employees shall be responsible for obtaining, and shall be paid for, twelve (12) hours of inservice per year.
 - 1. Employees working in the elementary schools and pre-school programs shall be expected to attend nine (9) hours of long range planning activities with teaching staff at their schools and these shall count toward meeting the twelve (12) hour obligation.
 - 2. Employees shall attend other inservice training with mutual agreements with their supervising administrator, and shall account for all inservice training activities on a form developed by the Board, and submitted to the Human Resource Services office by June 1st of each year.
 - 3. Activities attended between the last day of school and the following June 1st may be counted for the school year ending that same June.
 - 4. Some of the activities that are approvable are inservice activities offered by the Board and the Washtenaw Intermediate School District. In addition, college courses that teach skills or provide information that is directly and substantively applicable to the employee's current assignment may also be approved.
- I. Employees shall attend and be paid for three hours of staff meeting time in the first two weeks of school.
- J. If the Board offers child care activities on full days when school is not in session, the following provisions shall apply:
 - 1. Employees within the child care classifications shall be selected for such work, with supervisors being able to also work as assistants, as follows:
 - a. Child care workers who wish to volunteer to work fun days will indicate their interest when solicited at the start of the school year. Workers may only volunteer to work at one site.

- b. Each supervisor at the fun day site who volunteers shall share equally, to the extent possible, in the number of fun days to be worked, or the Board may select one supervisor to work all of the fun days. In the event one supervisor is selected, an administrator, upon request, shall provide a written statement which explains why that decision was made. The remainder of available work will be assigned to other volunteers as provided in paragraph c. and following.
 - c. Volunteers who are most senior on the list for that site shall be selected first. They shall only be offered work once before all other members on the list are given the opportunity to work on such days.
 - d. Once each employee on that site's list has had an opportunity to work one day, the process shall start over again. Employees who have not volunteered or who subsequently decline the work shall not be eligible again until the process starts over.
 - e. If there is a change made for the remainder of the year in the sites to be used after the beginning of the year, the process described in a. Above shall be repeated and the new lists will then be used.
 - f. In the event an employee who is scheduled to work and who becomes unavailable for a full day assignment, the process above shall be repeated as long as the employee has given written notification of his/her unavailability to work at least six (6) working days prior to the scheduled day of work. In the event of last minute illness, the normal substitute process shall be used.
 - g. In the event that there are an insufficient number of applicants at the start of the year to cover the various projected days, the Board may suspend the selection process, provided that if additional applicants who were not employed at the beginning of the year express their interest at least two weeks prior to the actual day, and the total number of applicants then exceeds the number needed, the Board will reinstate the process.
- K. If the Board offers child care services on days when school is in session for only a half-day. The following provisions shall apply:
- 1. Child care workers who wish to volunteer to work at their site on the half days will indicate their interest when solicited at the start of the school year. This list shall be separate from the fun day list: workers may only volunteer to work at one site, except as noted in #2 below.
 - 2. Child care workers who are not selected to work at their site on any given half-day may submit their name to the child care specialist for possible work at other sites.
 - 3. The same employees who work at that site shall be offered employment, with the most senior being offered work first, for the entire half-day. Each employee at that site shall be offered work for a second time.
 - 4. If an insufficient number of employees at a site accept the work offer for the entire half-day, the site supervisor may either decide to: a) work with the on-site employees, who normally work less than

a half-day and who have not accepted the extended hours work, to secure appropriate supervision, or b) request that the remaining hours be filled by other employees from other sites who are not working that day and who have submitted their names to the child care specialist for temporary work on that day.

5. In the event an employee who is scheduled to work and who becomes unavailable for a full day assignment, the process above shall be repeated as long as the employee has given written notification of his/her unavailability to work at least six (6) working days prior to the scheduled day of work. In the event of last minute illness, the normal substitute process shall be used.
- L.
1. Employees who are either required or encouraged by police authorities or court officers to attend court hearings about job related matters about students will be compensated for any time required after their normal work hours. The supervisor may seek to have the hearing moved to during work hours.
 2. If the supervisor does not support the employee, he/she may deny any compensation for hearings after school hours, but must submit her/his reasons in writing to the employee.
 3. When the supervisor supports the action, the employee shall consult with his/her administrative supervisor regarding the method of compensation. The methods available are either compensatory time for the exact amount of time spent beyond normal work hours, or pay at the employee's regular hourly rate consistent with Article XVII Section B. If the employee and supervisor cannot reach agreement on a method of compensation, representatives of the Human Resource Services Office and the Union shall meet with the employee and supervisor to seek resolution to the problem.
- M.
1. The parties agree that participation in Site-Based decision making is a mutual goal. The Board will attempt to schedule participation times of employees at times when most participants can meet together.
 2. The Board, through the employee's immediate supervisor, shall notify each employee at the beginning of each year that Site-Based decision making activities after normal work hours shall either be paid or be strictly voluntary and there will be no negative consequences for employees who decline to participate.

ARTICLE XIV

SUMMER WORK

If the Board opts to offer a summer school program, the following provisions shall apply except in instances when elementary programs are offered at separate sites. In such instances staff selection may be made from current building staff prior to using the process outlined below.

- A. Summer school work will be considered supplemental employment and determined on a year-to-year basis.

- B. Wages only will be earned for summer school work and will be paid based on the previous year's schedule. No other provisions shall apply nor benefits accrue for summer school work.
- C. Teacher Assistants shall be given preference for summer school work from a pool of applicants. The pool from which teacher assistants shall be selected shall be composed of the most senior applicants who are qualified for the various positions, and shall not be larger than two times the number of expected positions.
- D. Individuals who are not normally members of the bargaining unit, will not be required to become members if summer school work is their only employment within the bargaining unit.
- E. Volunteers may continue to be used for summer school work.
- F. Prior to hiring for community education and recreation elementary summer camps, employees shall be notified of expected vacancies. Child care workers who apply for director, assistant director, supervisor, or counselor positions will be interviewed and given first consideration before any outside applicants are hired.

ARTICLE XV

SICK LEAVE AND LEAVE OF ABSENCE

A. Sick Leave

1. Each employee except as provided below, shall be entitled to accumulate sick leave at the rate of one (1) day per month of employment up to a maximum of 200 days. Child care workers shall receive two sick days plus four added sick days per year beginning with the 1993-94 school year, and the same as other employees beginning with the 1994-95 school year. Employees who are transferring to the bargaining unit from other positions with the Board shall be entitled to transfer their accumulated sick leave.
2. Employees on probation may only use the sick leave that they accumulate during that period. Accumulation shall be at the rate of one day per month.
3. Sick leave may be used by an employee in the event of personal illness or injury, temporary disability, or for illness or injury in the immediate family which necessitates absence from work. "Immediate family" in such cases include the employee's spouse, children, parents or foster parents, dependent brothers and sisters and grandparents, and parents-in-law. Human Resource Services may, under extenuating circumstances approve exceptions to this definition.
4. Sick leave cannot be used for child care or birth to a member of the immediate family, as defined in two above, who does not reside in the employee's household. Exception may be made by Human Resource Services.

5. A verification of illness from a physician may be required for absences immediately before or after a holiday or vacation period or when there is reason to suspect abuse.
6. Employees may use sick days for the purpose of religious observances.
7. Sick leave may be used by an employee for attendance at the funeral of a member of the immediate family. Exceptions may be made by Human Resource Services.
8. For teacher assistants who work summer school, sick leave days the length of the summer school day can be utilized by the employee for the purposes described in this article, and according to the following schedule:

Work less than seven weeks - 1 day

Work seven weeks or more - 2 days

These days shall not accumulate from year to year nor be credited to sick leave earned by the teacher assistant during the year.

9. Child care workers shall notify their supervisor when they are going to be absent, at least one hour prior to the worker's reporting time. The worker shall make a reasonable effort to secure a substitute when they are going to be absent, but when conditions necessitate, may report they are unable to secure a substitute when they call their supervisor. The Board shall provide each child care worker with an updated substitute list to use for calling.

B. Sick Leave Bank

1. At the beginning of each regular school year, the Board shall fund a number of days equal to twice the number of F.T.E. employees in the bargaining unit on the last day of the previous school year to a Common Sick Leave Bank. Any days remaining in the bank at the end of a school year shall be carried over to the next year, in addition to those funded above.
2. The Board shall not be required to fund more than the number of days necessary to bring the common sick leave bank to twice the number of F.T.E. Employees in the bargaining unit on the last student day of the previous school year.
3. The parties will establish a Sick Leave Bank Committee with each party having equal authority, to make decisions on allocations to any applicant. The Committee members shall be held harmless by the Board and the Union for any decisions they make provided those decisions are consistent with mutually approved guidelines for the operation of the Sick Leave Bank and with the law. The decisions of the Committee will be final, and not subject to the grievance procedure described elsewhere in this Agreement.
4. Employees who have exhausted their accumulated personal sick leave credits, or employees who have utilized all but 5 personal sick leave days and who experience an absence of more than 4 consecutive weeks or more than 20 days in an 8 week period for the same illness, may apply

for withdrawals in accordance with the following procedures. The Sick Leave Bank Committee, as described in number 1 above, shall determine if applications shall be approved, and may require a second doctor's opinion prior to their decision.

5. In the event that the Common Sick Leave Bank becomes exhausted, the Union may seek contributions from members who have accumulated more than 22 days. Each such member may donate up to 5 days to the bank each year.
6. Employees applying for using the Common Sick Leave Bank shall call the Office of Human Resource Services prior to the end of the first day when they need to use the Bank whenever medically possible. In cases where they are unable to call, the Sick Leave Bank Committee may waive this requirement. They shall provide a doctor's note to the same office by the fifth day of the illness or disability unless medical circumstances don't allow them to do so. In that case, they shall provide the doctor's note as soon as possible. If an absence is not anticipated to be more than four weeks and then becomes that length, the employee may apply for a retroactive allocation.
7. Days from the Common Sick Leave Bank shall be used only for a physical disability or illness of an employee, which in the judgment of a physician, makes it necessary for the employee to be absent from his/her assignment for more than four (4) consecutive weeks.
8. The Sick Leave Bank Committee shall determine the number of days that can be granted to any one individual and at any one time. The amount granted may or may not cover the employee's total period of disability or illness.

C. Personal Business

1. Each employee except child care workers shall be allowed, in addition to sick leave, two (2) personal business days per school year, for compelling personal business affairs. The employee, except in emergencies, shall request use of a personal business day from his/her supervisor at least forty-eight (48) hours in advance of his/her intent to take a personal business day. Full or half days may be used for personal business. The employee need not disclose the nature of the personal business or affairs involved. However, employees are expected to sign a statement which states, "I have a need for a personal business day in order to accomplish pressing personal business which cannot be done outside the normal workday or work-week." Personal business days may not be used 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 and prior written approval is received from Human Resource Services. Unused personal business days will be credited to accrued sick leave at the end of the school year.
2. Employees on probation shall accumulate personal leave days during their probationary period but shall not be allowed to use them until after successful completion of the probationary period.

D. Jury Duty

The Board shall pay employees selected for jury duty the difference between the money received for jury duty, excluding mileage, and the employee's normal daily rate of pay, provided that the employee has notified Human Resource Services of his/her notice to serve by 5:00 p.m. of the working day following receipt of such notice. Notwithstanding any of the above, employees shall, however, report for work to the extent time schedules permit.

E. Leave of Absence

1. Leaves of absence without pay or other benefits may be granted to employees who have been with the District more than one (1) year for:
 - a. Serving in any elected or appointed positions.
 - b. Illness/disability (physical or mental) beyond accumulated sick leave.
 - c. Prolonged illness in the immediate family as defined in this article, beyond accumulated sick leave.
 - d. Parental/child care.
 - e. Other suitable cases approved by the Board.
2. Leaves of Absence cited in b, c and d above may be taken at any time. Item e above may also be taken at any time if approved by the Board. All other leaves must coincide to end at the conclusion of a semester or at the end of a school year. All requests for unpaid leaves of absence must be in writing. Under no circumstances shall the Board be liable to return an employee to work prior to the termination of the agreed upon leave.
3. Leaves of absence cited in b, c and d above and item e, when specifically approved by the Board, will assure (subject to the other provisions in this agreement) a position in the employee's classification for sixty (60) calendar days. Upon termination of all other leaves or after the completion of the sixty (60) calendar days, the employee shall be placed in the first available position for which he/she is qualified.

ARTICLE XVI

WORKER'S COMPENSATION

If an employee is injured on the job and becomes eligible for compensation under the Worker's Compensation Act, he/she may choose one of the following options:

- A. The benefit for which he/she is eligible under the Act with no deduction from sick days.
- B. The benefit for which he/she is eligible under the Act supplemented by the difference necessary to equal his/her regular salary which difference shall be charged against his/her accumulated sick leave days on a prorated basis. This difference shall be paid until such time as the accumulated sick leave days are used up.

- C. If an employee is injured on the job and seeks immediate medical treatment for that injury, the employee may make a written request to the Human Resource Services Office not to be charged for any sick leave, personal business days or be docked pay during the period of the treatment at the medical facility that day. Medical documentation may be required. If the employee has no accumulation of sick days and is out for more than the day of the injury, he/she may petition the sick leave bank for immediate utilization of sick days from the bank.

It is agreed between the parties that the past practice in implementation of this concept is that the day will be granted unless there is a judgment by the Human Resource Services Office that abuse of this concept is taking place.

ARTICLE XVII

COMPENSATION

- A. The basic compensation is attached as Appendix A. Education beyond high school and relevant experience shall be given credit upon initial placement on the salary schedule, provided that the employee noted this in their application for employment. If an employee subsequently discovers he/she made an error in the application, they may submit the additional information and any change in the placement resulting from that will be retroactive to the beginning of the school year in which they submit the information.
- B. Employees who acquire additional educational credits which would qualify them for a step increase must notify and provide the required documentation to the Human Resource Services Office by October 1 each year to have the credit applied to that school year. Upon timely receipt of all required documentation the Board shall grant advancement on the salary schedule.
- C. Overtime shall be paid as follows:
1. Time and one-half for all hours worked over eight (8) hours in one (1) day or forty (40) hours in one (1) week.
 2. Two (2) times the hourly rate will be paid for all hours worked on a holiday.
- D. The Employer shall pay an employee for any travel required in the performance of his/her duties during the workday at the maximum rate permitted by the Internal Revenue Service. Child care workers shall be paid for required trips for shopping. Child care workers who work at different sites during the day shall be paid for travel between those sites unless there is a period of at least one and one-half (1 1/2) hours in between work periods at the different sites.
- E. Subject to available space, an employee may enroll on a non-fee basis in any one (1) established course of his/her choice each year offered by the Board's Community Education and Recreation Program.

- F. At the retirement or resignation of the employee, and after ten (10) consecutive years of employment with the Board, one-half of the remaining accumulated sick leave shall be paid at the current hourly rate, to the employee.
- G. The Board shall provide for direct deposit of employees' paychecks to any bank which currently receives deposit from the Ann Arbor Public Schools and/or the Wayne Out-County Credit Union.
- H. The Board shall pay child care workers on an hourly basis, under the same procedures used for other hourly employees. All other employees shall be paid a salary based on their daily pay times the number of days of work including holidays. Ten month employees may opt for either a short pay (21 or 22) option or a long pay (26) option each year. Elementary classroom assistants who begin after the start of school will be able to select from the number of pays remaining from either the short or long pay options. If an employee fails to select an option by July 1, he/she shall be placed on the short pay option. With prior notice to the Union by June 1 of intent to implement the following year, each employee will have his/her pay held one (1) week in arrears.
- I. The Board will make a reasonable effort to notify employees when their paycheck is to be reduced in excess of \$5.00 due to a change in deductions for fringe benefits, unless the change is due to employee initiated action. The Union will make a reasonable effort to assist in the notification.

ARTICLE XVIII

FRINGE BENEFITS

- A. Subject to Section E and the provisions of the Board selected carrier, the Board shall provide for each employee who works fifteen (15) hours or more per week, and who makes proper application, the option of the following coverages. Employees shall have the option of participating in the flexible benefit plan beginning July 1, 1998, except as provided for an earlier date in Section A.4. below.

- 1. The Blue Cross CMM 250 Plan.

Covered deductible expenses above one hundred and twenty-five (\$125) in any calendar year for single subscribers will be reimbursed by the Board.

Covered deductible expenses above two hundred and fifty dollars (\$250) in any calendar year for two persons or full family subscribers will be reimbursed by the Board.

Stop loss expenses above five hundred (\$500) in any calendar year will be reimbursed by the Board.

In any event the total reimbursement by the Board for a covered deductible and or stop loss expensed in any calendar year shall not exceed six hundred and twenty-five (\$625) for single subscribers or seven hundred and fifty dollars (\$750) for two persons and full family subscribers. OR

2. Care Choice Plan 450. The Board shall reimburse employees for 50% of expenses for hearing aids, not to exceed \$625 in any calendar year. OR
 3. M-Care HMO (effective December 1, 1995).
 4. In addition all above-mentioned employees except child care workers shall be provided up to full family dental insurance.
 5. Child care workers who work thirty or more hours per week will receive a payment into the flexible benefit plan of \$50 per month for twelve months per year, beginning in March 1998. The \$50 figure shall be increased each year by the same percentage as the maximum steps on the salary schedule. These employees may apply the payment to any insurance offered through the flexible benefit plan.
- B. Employees, spouses or dependents of employees who are insured with a health insurance plan or dental plan provided through the employer of the employee's spouse are not eligible for duplicate coverage or coordination of benefits, or for such insurance in excess of that to which they are entitled by marital or family status through the health insurance plan provided by the Board in Section 1, above.
- C. If any employee is insured by the Board for health or dental insurance in excess of that to which he/she is entitled per Sections 1 and 2 above and fails, within a reasonable time (normally 30 days) to make proper amendments to his/her coverage, he/she shall be liable for the difference in such premiums retroactive to the date the change should have occurred.
- D. Employees will become eligible for fringe benefits the first of the month following completion of their sixty (60) work day probationary period.
- E. Employees hired prior to July, 1982, shall be entitled to fully paid fringe benefits. Employees hired after July, 1982, shall be entitled to paid fringe benefits as permitted by this contract, as follows:
1. The Board agrees to pay all of the fringe benefit cost (100%) for employees who work thirty (30) hours per week.
 2. The Board agrees to pay seventy-five percent (75%) of the fringe benefit cost for employees who work more than twenty (20) hours per week but less than thirty (30) hours per week.
 3. The Board agrees to pay fifty percent (50%) of the fringe benefit cost for employees who work twenty (20) hours per week.
 4. Effective July 1986, the Board agrees to pay forty percent (40%) of the fringe benefit cost for employees who work at least fifteen (15) hours per week but less than twenty (20) hours per week.
- F. The Board shall provide to all employees, except child care workers, \$5,000.00 term life insurance and \$5000.00 A.D. and D. This shall not be prorated for part-time employees.
- G. The Board shall provide for all eligible employees, a long term disability insurance policy as specified in Appendix C. If any of the benefits listed in Appendix C are discontinued by the carrier, the parties agree that bids

shall be immediately solicited in an attempt to provide all of the listed coverage.

- H. The Board shall provide MESSA Vision Service Plan 3 (VSP-3) for all bargaining unit members and their eligible dependents, except child care workers, who are not enrolled in either the health insurance or the Health Maintenance Organization provided by the Board. All eligible bargaining unit members working at least fifteen (15) hours per week must participate in the plan unless such insurance is provided through a spouse.

ARTICLE XIX

HOLIDAYS

- A. Unless school is in session, the following days will be considered holidays and employees shall receive their normal daily rate of pay: Labor Day, Thanksgiving, the Friday after Thanksgiving, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, Memorial Day, and Independence Day.
- B. In order to qualify for holiday pay, employees must work the last scheduled work day before the holiday and first scheduled work day following the holiday, and the holiday must fall within the employee's normal work year. If a holiday falls on Saturday, Friday shall be considered the holiday and if a holiday falls on Sunday, Monday shall be considered the holiday.

ARTICLE XX

VACATION

- A. Only employees who are scheduled to work 12 months per year shall receive paid vacation time as follows:

During the employees first five consecutive (5) years in the unit, the employee shall receive one (1) day per month.

During the employees sixth through tenth consecutive year in the unit, the employee shall receive one and one-third (1-1/3) days per month.

Beginning with the employees eleventh year in the unit, the employee shall receive one and two-thirds (1-2/3) days per month, provided the work time has previously been in consecutive years.

This language will be applied retroactively to September 1, 1994.

- B. Vacation days will be scheduled at times which are mutually agreeable between the employee and his/her supervisor. Vacation time must be used within one fiscal year after it is earned.
- C. Upon voluntary termination of employment, an employee shall be paid all unused vacation time which he/she has earned provided the employee has given a minimum of two (2) weeks written notice to Human Resource Services. Failure to comply with this requirement will result in forfeiture of unused vacation time.

ARTICLE XXI

SEVERABILITY CLAUSE

If any provision of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. However, if the law modifies a provision and thereby changes its intent and/or meaning the parties shall be bound by the new interpretation only until the expiration of this particular contract.

ARTICLE XXII

NEGOTIATION PROCEDURES

- A. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of employees covered by this Agreement.
- B. In any negotiations described in this article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Union. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification.
- C. If the parties fail to reach an Agreement in any such negotiations, either party may invoke the procedures established under Public Act 379 as amended.
- D. Members of the bargaining team, who are employees of the Board, shall be released from their normal duties without loss of salary and benefits when the two negotiating teams mutually agree to hold negotiations during their normal working hours.

ARTICLE XXIII

NO STRIKE CLAUSE

The Union agrees that its officers and representatives shall not authorize, instigate, cause, encourage, ratify or condone, nor shall any employee take part in any concerted failure to report for duty, any willful absence from one's position, any stoppage of work, or any abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment for any employee or group of employees in the District. Violation of this provision will require the Union to reimburse the Board for all costs and damages as a result of violating this provision.

ARTICLE XXIV

DURATION

- A. This agreement shall become effective August 26, 1996 and shall continue in effect until the beginning of the 2000/2001 school year unless it is extended for a specific period or periods by mutual written agreement of the parties.
- B. Copies of this agreement shall be printed at the expense of the Board and provided to all bargaining unit members now employed or hereinafter employed. The Board shall provide the Union with fifteen (15) additional copies of this agreement.

ARTICLE XXV

INSERVICE

CAREER DEVELOPMENT OPPORTUNITIES AND INSERVICE EDUCATION

- A. The Board and Union agree to meet in an attempt to arrive at inservice opportunities for bargaining unit members and a method of providing those opportunities. This will include discussion of any inservice days offered by the Board.
- B. The Board will provide the following career development opportunities with the Ann Arbor Public Schools:
 - 1. The Union will periodically notify it's members of possible in-service opportunities that will assist members who aspire to become teachers employed by the Board. At such time as the Union has a group of ten (10) or more who are willing to attend a workshop, the Union shall notify the Human Resource Services Office. That office shall then arrange for information and/or other opportunities to learn about preparing applications for, and interviewing for teacher vacancies with the Board, and the procedures used by the district in filling teaching vacancies.
 - 2. Special review of applications and files of employees who apply for professional positions. Any letter that is sent notifying an applicant that they were not selected for a position will include:
 - a) An acknowledgment of the fact that the employee is currently rendering service to the Ann Arbor Public Schools.
 - b) An encouragement to talk with building administrators or representatives of the Office of Human Resource Services to seek information that will help the applicant in future applications.
 - c) Encouragement to attend future workshops described in A. above.
 - 3. Leaves of Absence without pay or other benefits may be granted to cover from the beginning through the last day of student teaching assignments. Upon termination of such leaves employees shall be entitled to return to their previous position. To be eligible for such leaves the employee must have been employed by the District for more

than one year. This provision will supersede any restrictions on leaves of absence elsewhere in this Agreement.

- C. Annual training will continue at Lakewood Center regarding safety and appropriate means of restraining students when necessary. Additional training will be given during 1988-89 and alternative opportunities will be reviewed by a joint committee and recommended to the Executive Director for Human Resource Services. The Executive Director for Human Resource Services will make the final determination regarding which program and the method of implementation.
- D. Employees who are being assigned positions which require them to provide assistance of a hygienic nature or which require them to have specialized training shall receive that training prior to their first day with the student(s). The foregoing may be temporarily waived in emergency situations which are beyond the reasonable control of the Board with the understanding that the appropriate training will be provided as expeditiously as possible and provided that the employee is not required to perform medical type duties which require training under the public health code.

ARTICLE XXVI

AFFIRMATIVE ACTION AND NO DISCRIMINATION

- A. The parties agree that the concept of affirmative action is their best interest. They agree that affirmative action is a legitimate criteria in job selection and transfer, provided that all other sections of the Master Agreement have been followed.
- B. The Board shall not, directly or indirectly, discriminate against any employee with respect to hours, wages, terms of conditions of employment or application of the provisions of this agreement or Board policies, and the Union shall not, directly or indirectly, discriminate against any employee with respect to membership, representation, or participation in union activities, by reason of race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, handicap, or political beliefs.
- C. The Board shall not, directly or indirectly, discriminate against any employee 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 Union, participation in any activities of the Union 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.

ARTICLE XXVII

OTHER CONDITIONS OF EMPLOYMENT

- A. Employees shall be provided with a secure place to store outdoor clothing, purses, and other supplies and equipment needed in the performance of their duties.


- B. Employees shall not be assigned as substitute teachers. In an emergency an employee may be temporarily assigned to supervise a group of students because of no substitute being present, but there shall be no expectation of instruction being provided.

In witness whereof the parties hereunto set their hands and seals the dates as indicated:

ANN ARBOR BOARD OF EDUCATION



Anthony Barker, Board President



John O. Simpson, Superintendent



Linda Turner, Board Secretary



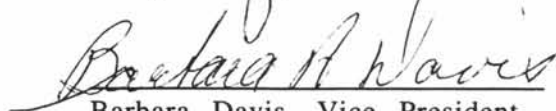
Ronald Whitmore, Negotiator

DATE: March 18, 1998

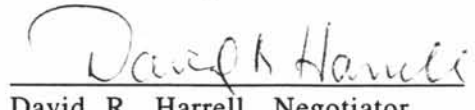
FOR THE UNION



Harry Atkins, President



Barbara Davis, Vice President



David R. Harrell, Negotiator

DATE: March 18, 1998

APPENDIX A

1996-97 Teacher Assistant/Child Care Salary Schedule

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GROUP 1	12.93	13.31	13.72	14.12	14.54
GROUP 2	11.32	11.69	12.01	12.36	12.75
GROUP 3	10.52	10.85	11.16	11.51	11.87

CHILD CARE SUPERVISORS		CHILD CARE ASSISTANTS	
STEP I	9.43	STEP I	6.97
STEP II	9.91	STEP II	7.29
STEP III	10.41	STEP III	7.67
STEP IV	10.92	STEP IV	8.01
STEP V	11.47	STEP V	8.41
STEP VI	12.06	STEP VI	8.84

Employees will receive an additional increment at the beginning of each contract year provided they acquire at least one (1) semester of experience or its equivalent, the previous year.

Initial placement shall include an evaluation of the employee's combination of education and experience. Each year of vocational experience shall count as thirty semester hours of college credit for vocational assistants.

For salary placement only, the following job categories shall be placed in the groups as noted below:

Group 1

Comm. Asst./Library
 Parapro/Clemente
 HS Community Asst.
 Special Ed. Asst. EI
 Special Ed. Asst. PPI
 Headstart Classroom Super.

Group 2

Career Resource/HS
 Computer Asst./El-Mid
 School Asst./Second.
 Headstart Home Visit.
 Special Fund
 Swim
 Vocational Education
 Interpreter/Hearing Imp.
 Special Ed. K-1 Transition
 Preschool

Group 3

Career Resource/Mid
 Special Education
 Chapter One
 Elementary Classroom
 Computer/HS

The Board shall establish a process for employees to request reclassification.

APPENDIX A

1997-98 Teacher Assistant/ Child Care Salary Schedule

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GROUP 1	13.19	13.58	13.99	14.40	14.83
GROUP 2	11.55	11.92	12.25	12.61	13.00
GROUP 3	10.73	11.07	11.38	11.74	12.11

CHILD CARE SUPERVISORS		CHILD CARE ASSISTANTS	
STEP I	9.62	STEP I	7.11
STEP II	10.11	STEP II	7.44
STEP III	10.62	STEP III	7.82
STEP IV	11.14	STEP IV	8.17
STEP V	11.70	STEP V	8.58
STEP VI	12.30	STEP VI	9.02

Employees will receive an additional increment at the beginning of each contract year provided they acquire at least one (1) semester of experience or its equivalent, the previous year.

Initial placement shall include an evaluation of the employee's combination of education and experience. Each year of vocational experience shall count as thirty semester hours of college credit for vocational assistants.

For salary placement only, the following job categories shall be placed in the groups as noted below:

Group 1

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Parapro/Clemente
HS Community Asst.
Special Ed. Asst. EI
Special Ed. Asst. PPI
Headstart Classroom Super.

Group 2

Career Resource/HS
Computer Asst./El-Mid
School Asst./Second.
Headstart Home Visit.
Special Fund
Swim
Vocational Education
Interpreter/Hearing Imp.
Special Ed. K-1 Transition
Preschool

Group 3

Career Resource/Mid
Special Education
Chapter One
Elementary Classroom
Computer/HS

The Board shall establish a process for employees to request reclassification.

APPENDIX A

1998-99 Teacher Assistant/ Child Care Salary Schedule

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
GROUP 1	13.59	13.99	14.41	14.83	15.27
GROUP 2	11.90	12.28	12.62	12.99	13.39
GROUP 3	11.05	11.40	11.72	12.09	12.47

CHILD CARE SUPERVISORS		CHILD CARE ASSISTANTS	
STEP I	9.91	STEP I	7.32
STEP II	10.41	STEP II	7.66
STEP III	10.94	STEP III	8.05
STEP IV	11.47	STEP IV	8.42
STEP V	12.05	STEP V	8.84
STEP VI	12.67	STEP VI	9.29

Employees will receive an additional increment at the beginning of each contract year provided they acquire at least one (1) semester of experience or its equivalent, the previous year.

Initial placement shall include an evaluation of the employee's combination of education and experience. Each year of vocational experience shall count as thirty semester hours of college credit for vocational assistants.

For salary placement only, the following job categories shall be placed in the groups as noted below:

Group 1

Comm. Asst./Library
Parapro/Clemente
HS Community Asst.
Special Ed. Asst. EI
Special Ed. Asst. PPI
Headstart Classroom Super.

Group 2

Career Resource/HS
Computer Asst./EI-Mid
School Asst./Second.
Headstart Home Visit.
Special Fund
Swim
Vocational Education
Interpreter/Hearing Imp.
Special Ed. K-1 Transition
Preschool

Group 3

Career Resource/Mid
Special Education
Chapter One
Elementary Classroom
Computer/HS

The Board shall establish a process for employees to request reclassification.

APPENDIX B

TEACHER ASSISTANT JOB CATEGORIES

Art Assistant

Career Resource Assistant

Community Asst. - Public Library

Computer Assistant

Early Childhood Assistant (Includes former Chapter I,
Pre-school, Educational Assistant and Home Visitors)

Elementary Classroom Assistant

Interpreter for the Hearing Impaired

Paraprofessional

School Assistant

Special Education Assistant

Swim Assistant

TLC Assistant

Vocational Assistant

Special Fund Assistant (with a special category by special
fund)

Child Care Supervisors

Child Care Assistants

APPENDIX C

Minimum Long Term Disability Benefits

- Employee Eligibility: All employees under age 64 who are employed fifteen (15) hours per week or more shall be covered.
- Waiting Period: Benefits will begin after sixty (60) consecutive days after the first date of disability, provided that paid sick leave and sick leave bank are no longer available to the employee.
- Monthly Benefit: Sixty-six and two-thirds percent (66.66%) of monthly salary at the time the employee begins collecting LTD, exclusive of bonuses and overtime, will be payable up to a maximum benefit of \$2,000 per month.
- 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 for an insured's Long Term Disability Insurance will be waived while monthly benefits are being paid because of his/her disability.
- Special Benefits and Provisions: Maternity shall be treated as any other disability or illness. Pre-existing conditions will not be excluded after an employee has worked for five (5) days. Social Security benefits offset will be frozen at the level first granted to the employee. Alcoholism and drug addiction will be treated as any other illness. A survivor benefit will be paid in accordance with the policy. 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 Insurance Policy is the responsibility and right of the carrier.

APPENDIX D

EVALUATION AND PROFESSIONAL GROWTH POLICIES AND PROCEDURES

1. The purpose of evaluation.
 - A. The purpose for probationary employees is to assess their performance in judging whether the employee should be placed in a continuing employment status.
 - B. The purpose for continuing employees is to:
 - 1) Assess performance of those who are seeking promotions or new placements, or where there is concern about performance.
 - 2) Assist and encourage employees in improving their skills and performance.
 - C. Timelines defined for probationary and continuing employee evaluations may be flexed for up to five (5) working days due to scheduling problems.
2. Probationary timelines and procedures.
 - A. Those employees who are newly hired or newly assigned to a new job category will have a sixty (60) work day probationary period of observation and evaluation. A work day is defined in the document as a day when the employee is present. If an employee is absent, the number of absence days shall be added to extend the end of the probationary period.
 - B. The timeline for observation and evaluation shall be as follows:
 - 1) Within the first three weeks of the employee's assignment, the supervising administrator and the supervising (cooperating) teacher (if one exists for that position) will meet with the employee to review job expectations, the evaluation form, and to establish a tentative calendar of time periods when various parts of the observation/evaluation process will be completed. Should there be a change in supervising teachers or child care supervisors, the parties will review job expectations to determine if changes are necessary.
 - 2) Between the third through the ninth week of employment, the supervising administrator will conduct a formal observation of the employee.
 - 3) Between the ninth week and the end of the probationary period a second formal observation by the supervising administrator will occur. These will be at least four weeks between these observations to allow for the employee to plan for and implement any recommendations from the first observation. This four week period may be reduced by one week if the first observation doesn't take place until the ninth week.

- 4) Probationary child care employee observations may occur in the context of the site visits by the supervising administrator, and be focused on a broader group than just the probationer. Two observations must occur during the probationary period, but are not restricted by #2 and #3 above. There will be at least four weeks between these observations to allow for the employee to plan for and implement any recommendations from the first observation. This four week period may be reduced by one week if the first observation doesn't take place until the ninth week.
- 5) The evaluation of the employee's performance during the probationary period, along with a recommendation for or not for continued employment, is expected to be made either at, or within five work days of the last post-observation conference, and the written document should be reviewed with the employee at that time.
- 6) If the employee is probationary because of a transfer and the recommendation is to not continue the employee in the new assignment, Article IX, Section C, of the Master Agreement shall apply.
- 7) Observations shall not occur on the day before or after a holiday or vacation period.

C. Observations and conferences will conform to the following:

- 1) Informal observations may occur at any time and without prior arrangements.
- 2) Formal observations will be at least thirty (30) minutes in duration. When possible, the supervising administrator will notify the employee in advance so that the employee has an opportunity to request a pre-observation conference.
- 3) The employee may request a pre-observation conference with the supervising administrator to discuss what will be happening at the time of the formal observation and to provide the supervising administrator with any information that would be helpful in understanding the situation.
- 4) Post-observation conferences will be scheduled by the supervising administrator within five work days of the observation. An additional five work days may occur before the conference if unexpected administrative responsibilities occur prior to the earlier deadline.
- 5) In the post-observation conference the supervising administrator will identify strengths and weaknesses according to the criteria specified in the evaluation document, and will make specific recommendations for improvements for each weakness identified.

3. Continuing employee timelines and procedures.

Supervising administrators will evaluate continuing employees every third year of their employment. Evaluations can occur in shorter duration as needed, in the judgment of the supervising administrator. During the interim years, the supervising administrator and employee shall follow the professional growth program described in Section 4. The professional growth procedures defined in Section 4 may be used in place of the regular evaluation process when the following two conditions are met:

- a. The previous evaluation was satisfactory.
- b. The supervising administrator and the employee agree to use the alternative process.

During years in which formal observations occur:

A. The timelines for observation and evaluation shall be as follows:

- 1) Informal observations may occur at any time and without prior arrangements.
- 2) Supervising administrators will conduct one or more observations of continuing employees in years when that employee is scheduled for formal evaluation.
- 3) Continuing employees may request additional observations if they are working on a specific recommendation or improvement and wish to be re-evaluated in that area.
- 4) Formal observations must occur prior to April 1st of each year that a formal evaluation is to occur.
- 5) Formal evaluations shall be written and reviewed with the employee no later than April 15th of each year in which an evaluation occurs.
- 6) Observations will not occur in the first or last week of the school year, nor on the day before or after a holiday or vacation period.

B. Observations and conferences will conform to the following:

- 1) Formal observations will be at least thirty (30) minutes in duration. When possible, the supervising administrator will notify the employee in advance so that the employee has an opportunity to request a pre-observation conference.
- 2) The employee may request a pre-observation conference with the supervising administrator to discuss what will be happening at the time of the formal observation and to provide the supervising administrator with any information that would be helpful in understanding the situation.
- 3) Post-observation conferences will be scheduled by the supervising administrator within five work days of the

observation. An additional five work days may occur before the conference if unexpected administrative responsibilities occur prior to the earlier deadline.

- 4) In the post-observation conference the supervising administrator will identify strengths and weaknesses according to the criteria specified in the evaluation document, and will make specific recommendations for improvements for each weakness identified.
- 5) If there any recommendations for improvement, there will be at least four weeks prior to subsequent observations to allow for the employee to plan for and implement any recommendations from the first observation.
- 6) Employees may request union assistance at any point in the observation/evaluation cycle. That assistance may include union presence at meetings and at observations when there is agreement between all of the parties.
- 7) If the employee requests it, the supervising administrator will meet with the employee and a union representative to discuss the observation results prior to the evaluation being completed.

4. Professional growth procedures:

Supervising administrators and employees shall involve themselves in a professional growth program for the employee in years when formal observations are not occurring or when this option is selected in accordance with Section 3 above.

- A. Supervising administrators and employees shall meet during the first six weeks of the school year to discuss and reach agreement on work related goals for that employee for the year.
- B. The employee shall work on those goals during the year, and shall report to the supervising administrator at least once before the end of the semester and once before April 1st of the year on progress towards those goals. Such reports may either be oral or in writing.
- C. During April of each professional growth year, the supervising administrator and employee shall meet to review the progress towards meeting the year's goals and discuss possible goals for the following year.
- D. Any records of this activity will be kept at the building or the supervising administrator's office, with copies for both the supervising administrator and employee, but may be submitted, at the employees request to administrative supervisors at possible new job locations or to the employee's personnel file. A notice confirming successful completion of the process will be added to the employee's personnel file.
- E. Child care administrators may provide informal commentary to continuing staff members on the evaluations criteria at any time.

APPENDIX D

DESCRIPTORS FOR USE WITH EVALUATION FORM

Part A

1. Punctuality:

The employee is present and ready to work at the scheduled times.

2. Flexibility:

The employee responds affirmatively to changes in assignment and unplanned events.

3. Initiative:

The employee handles problems and projects in the absence of direction or instructions.

4. Creativity:

The employee uses innovative new approaches to solve problems and brings fresh ideas to situations.

5. Task Completion:

The employee follows through to complete all aspects of assigned tasks in a timely fashion.

6. Problem Solving:

The employee works toward solutions for problems or concerns.

7. Working With Other Staff:

The employee works productively with principals, teachers and other support personnel with whom he/she needs to work or interact.

8. Working With Clients:

The employee demonstrates the ability to work with students, parents, community members and/or leaders.

9. Handling Confidential/Sensitive Material:

The employee handles confidential/sensitive material in a manner which respects the client's rights to privacy and complies with the law.

10. Following Supervisor's Instructions:

The employee follow his/her supervisor's instructions and promptly identifies any problems with following those instructions.

11. Learning skills to enhance the assignment:

The employee works to learn new skills that will enhance their effectiveness on the job.

12. Assisting the classroom teacher in record keeping during the contractual work day:

The employee corrects papers where appropriate and performs clerical record keeping duties.

Ann Arbor Public Schools

AAEAP - Paraprofessional Evaluation Form

Employee: _____ Probationary: _____ Continuing: _____

Soc. Sec. No.: _____ - _____ - _____ School: _____ Assignment: _____

Supervisor: _____

RATING SCALE	
Skilled = 4	Unsatisfactory = 1
Satisfactory = 3	Not Applicable = N/A
Needs Improvement = 2	Not Observed = N/O

A. GENERAL AREAS OF EVALUATION

(Applies to all positions):

	4	3	2	1	N/A	N/O
① Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
② Flexibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
③ Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
④ Handling of confidential/ sensitive material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
⑤ Following supervisor's instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	4	3	2	1	N/A	N/O
⑥ Creativity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
⑦ Task Completion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
⑧ Problem Solving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
⑨ Working with other staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
⑩ Working with clients	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

(Note: Employees are not to be adversely evaluated for non-participation in after-work activities.)

B. TASKS - SPECIFIC AREAS OF EVALUATION:

	4	3	2	1	N/A	N/O
① Assist the teacher in maintaining a positive classroom climate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
② Assist the teacher in helping students to meet their individual academic outcomes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
③ Work effectively with individual students or small groups in assigned subject area(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
④ Support the teacher in maintaining behavior management strategies in the classroom environment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
⑤ Interact with individual students	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
⑥ Provide information to the teacher for use in student programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
⑦ Handle supervisory activities outside of the classroom setting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
⑧ Model a positive attitude and behavior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
⑨ Learn skills to enhance current assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
⑩ Assist the teacher in record keeping during the contractual work day	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C. OVERALL APPRAISAL

(Average of those items which have been rated)

D. NARRATIVE SUMMARY

(Please attach separate sheets)

E. RESTATEMENT & ASSESSMENT OF EMPLOYEE'S JOB RELATED GOALS:

F. PLANS FOR FUTURE GROWTH:

I understand that my signature is not intended to indicate my agreement with the evaluation, but is simply to provide the written record that I have read this evaluation with my evaluator. I also recognize my right to attach comments to this document concerning this evaluation.

Evaluatee's Signature: _____

Date: ____ / ____ / ____

Evaluator's Signature: _____

Date: ____ / ____ / ____

Position: _____

MEMORANDUM OF AGREEMENT
BETWEEN THE
ANN ARBOR BOARD OF EDUCATION
AND THE

ANN ARBOR EDUCATIONAL ASSOCIATION OF PARAPROFESSIONALS

The parties agree that the evaluation forms, descriptors, and Evaluation and Professional Growth Policies and Procedures, developed or approved in 1994 shall be used for all evaluative activities. If either party wishes this memorandum to expire at any point in the future, they shall notify the other party at the beginning of the bargaining process for a successor Master Agreement. If the parties fail to reach agreement on a successor memorandum, this memorandum shall expire at the end of the contract in force at the time of the notification.

This memorandum and the documents mentioned in the memorandum shall be printed at the end of the Master Agreement.

FOR THE BOARD OF EDUCATION:

Ronald Whitmore

March 18, 1998

DATE

FOR THE UNION:

David K. Hanel

March 18, 1998

DATE

MEMORANDUM OF AGREEMENT

BETWEEN

THE ANN ARBOR BOARD OF EDUCATION

AND

THE ANN ARBOR EDUCATION ASSOCIATION OF PARAPROFESSIONALS

The Board shall explore placing the child care workers on the electronic substitute caller program when and if it is initiated by the District. The Board shall involve the Union in that exploration.

FOR THE BOARD OF EDUCATION:

Ronald Whitmore

March 18, 1998

DATE

FOR THE UNION:

David K. Hamell

March 18, 1998

DATE

MEMORANDUM OF AGREEMENT

BETWEEN

THE ANN ARBOR BOARD OF EDUCATION

AND

THE ANN ARBOR EDUCATION ASSOCIATION OF PARAPROFESSIONALS

Elementary teacher assistants will be paid for the hours that they worked, as assigned or approved by each building principal, if those were changed, beginning August 25, 1997.

FOR THE BOARD OF EDUCATION:

Ronald Whitmore

March 18, 1998
DATE

FOR THE UNION:

David K. Hance

March 12, 1998
DATE

MEMORANDUM OF AGREEMENT

BETWEEN

THE ANN ARBOR BOARD OF EDUCATION

AND

THE ANN ARBOR EDUCATION ASSOCIATION OF PARAPROFESSIONALS

If administrators wish employees to work irregular hours and there is more than one employee in the position at that site, the administration shall distribute the hours equally among the employees in the position. This may be accomplished by rotation of the duty.

This memorandum will expire on June 30, 1999 unless renewed by the parties at that time. The parties will meet in June 1999 to review the effectiveness of this approach to the problem and consider renewal.

FOR THE BOARD OF EDUCATION:

David Whitmore

March 18, 1998

DATE

FOR THE UNION:

David Howell

March 18, 1998

DATE

MEMORANDUM OF AGREEMENT

BETWEEN

THE ANN ARBOR BOARD OF EDUCATION

AND

THE ANN ARBOR EDUCATION ASSOCIATION OF PARAPROFESSIONALS

The parties agree to work together, and with other employee groups at the request of either party, during 1998 to develop a method by which pay classifications for new or changed positions may be reviewed.

FOR THE BOARD OF EDUCATION:

Carol Whitmore

March 18, 1998
DATE

FOR THE UNION:

David H. Hansen

March 18, 1998
DATE

