



**MASTER AGREEMENT**

between the

**ANN ARBOR BOARD OF EDUCATION**

and the

**ANN ARBOR EDUCATION ASSOCIATION**

**2009 - 2011**

## FORWARD

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

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

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

## CONTRACT BAR

This Agreement entered into this twenty-eighth day of August, 2009, by and between the Ann Arbor Education Association, hereinafter called the "Association," affiliated with the Michigan Education Association, hereinafter called the "MEA," and the National Education Association, hereinafter called the "NEA," and the Board of Education of the school district of the City of Ann Arbor, Michigan, hereinafter called the "Board." The signatories shall be the sole parties to this Agreement. Where appropriate for the implementation of this Agreement, "Board" shall be construed as including its individual members and its authorized administrative agent; "Association" shall be construed to include its officers and its authorized agents.

# TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1.000	BOARD-ASSOCIATION RELATIONS.....	1
1.100	Recognition of the Association.....	1
1.200	Methods of Communication.....	1
1.210	Negotiation Matters.....	1
1.220	Negotiation Procedures.....	2
1.230	Professional Study Committees.....	2
1.240	Other Communications and Liaison.....	4
1.250	Continuing Committees.....	4
1.300	Assistance to Teachers by the Association.....	5
2.000	BOARD RIGHTS.....	5
3.000	ASSOCIATION RIGHTS.....	5
3.100	Membership Fees and Payroll Deductions.....	5
3.110	Payroll Deductions, Membership or Representation Fees.....	5
3.120	Remittance of Deductions.....	6
3.200	Business on School Property.....	7
3.300	Access to Information.....	7
3.400	New Personnel Orientation.....	8
3.500	Released Time for Association Business.....	8
3.600	Student Teacher Program.....	9
3.610	Negotiations.....	9
3.620	Program Improvement.....	9
4.000	PERSONNEL RIGHTS.....	10
4.100	Legal.....	10
4.200	Grievance Procedure.....	11
4.210	Definition.....	11
4.220	Processing of Grievances.....	11
4.230	Arbitration of Grievances.....	12
4.240	Grievance Limitations.....	14
4.250	Grievance Withdrawal and Reinstatement.....	14
4.260	Grievances, Back Pay.....	14
4.300	Teacher Grievances Filed Independently.....	14
4.400	No Discrimination.....	15
4.500	Protection by the Board.....	15
4.510	Student Discipline and Control.....	15
4.530	Health and Safety.....	18
4.540	Personal Protection.....	18
4.550	Personal Property.....	19
4.560	Personnel Records.....	19
4.600	Evaluation of Personnel.....	20
4.700	Academic Freedom.....	24
4.800	Reductions in Personnel.....	25
4.900	Independent Medical Exam.....	28
5.000	TEACHER RESPONSIBILITIES.....	30
5.100	Professional Behavior.....	30
5.200	Cause for Discipline, Docking, Demotion or Discharge.....	30
5.300	Procedure for Formal Teacher Discipline or Discharge.....	31
6.000	PERSONNEL BENEFITS.....	33
6.100	Salaries.....	33

6.110	Salary Placement.....	33
6.130	Computation and Method of Payment.....	34
6.150	Supplemental Payments.....	36
6.151	Supplemental Assignments.....	36
6.152	Computation and Method of Payment.....	37
6.200	Fringe Benefits.....	38
6.210	Insurance.....	38
6.220	Health Services.....	40
6.230	Terminal Leave Pay.....	41
6.240	Tax Exempt Payment Programs.....	41
6.250	Worker's Compensation.....	42
6.300	Leaves of Absences.....	42
6.310	Sick Leave.....	42
6.320	Common Sick Bank.....	44
6.330	Personal Leave Days.....	44
6.340	Foreign and Domestic Exchange.....	45
6.350	Governmental or Professional Association Services.....	45
6.360	Court Appearances.....	46
6.370	Pregnancy, Maternity or Child Care Leave.....	47
6.380	Other Leaves.....	47
6.390	Conditions of Leaves.....	49
6.400	Continuing Education.....	50
6.500	Professional Education Conferences.....	50
6.600	Other Benefits (Athletic Activities).....	50
7.000	PERSONNEL CONDITIONS OF WORK.....	51
7.100	Teaching Assignments.....	51
7.110	Certification.....	51
7.120	Special Education.....	51
7.121	Student Placement.....	51
7.122	Section 504 Students.....	53
7.123	Weighted Count.....	54
7.124	Inservice .....	54
7.130	Class Size.....	54
7.131	Elementary.....	54
7.136	Middle School.....	56
7.137	High School.....	57
7.200	School Calendar, School Day and School Meetings.....	60
7.210	School Year and School Day.....	60
7.220	School Meetings.....	62
7.300	Workload.....	63
7.310	Workload Changes.....	63
7.311	Meetings.....	64
7.312	Innovative Programs.....	65
7.320	Elementary Schools Workload.....	66
7.321	Startup Assistance.....	66
7.322	Elementary Special Areas.....	66
7.330	Elementary Schools Instructional and Unassigned Time.....	66
7.331	Elementary Classroom Instructional Time.....	66
7.332	Elementary Specials Instructional Time.....	67
7.340	Elementary Clerical Assistance.....	68
7.350	Secondary Level Workloads.....	68
7.360	Secondary Level Unassigned Time.....	70
7.370	Secondary Clerical Assistance.....	71
7.380	Department Chairpersons.....	71
7.390	Study Hall.....	72
7.400	Workload, Conditions and Benefits for Special Areas.....	72
7.410	Media Specialists.....	72
7.420	Elementary Supervision.....	73
7.430	Nurses and Teachers of Speech and Language.....	75
7.440	School Psychologists, School Social Workers, Teacher Consultants and School-Court Liaison Agent.....	75
7.450	Special Education Classes.....	78
7.460	Secondary Guidance.....	78
7.470	Cooperative Occupational Education Coordinators.....	78
7.480	Additional Staff.....	79
7.490	English as a Second Language.....	79

7.500	Educational Materials, Equipment and Facilities.....	80
7.510	Each Building.....	80
7.520	Educational Materials and Equipment.....	80
7.530	Physical Plant.....	80
7.600	Evaluation of Students.....	81
7.610	Elementary.....	81
7.620	Secondary.....	82
7.630	Parent-Teacher Conferences.....	82
7.640	Evening Conferences.....	83
7.700	Travel Provisions for Itinerant Personnel.....	83
7.710	Travel Time.....	83
7.720	Use of Personal Automobile.....	84
7.800	Substitutes for Teachers.....	84
7.900	Assignments, Transfers and Reassignments, Vacancies, Promotions and Internships.....	84
7.910	Assignments.....	84
7.920	Transfers and Reassignments.....	85
	7.921 Reassignment within Building.....	85
	7.923 Involuntary Transfer.....	86
	7.929 Voluntary Transfer.....	88
7.930	Posting Procedures.....	90
7.940	Application Procedure.....	90
7.950	Administrative Internship.....	91
8.000	SUMMER SCHOOL.....	91
8.100	Calendar.....	91
8.200	Workload.....	91
8.300	Selection of Teachers.....	92
8.400	Compensation.....	92
8.500	General Provisions for Summer School.....	92
8.600	Other Summer Work.....	92
9.000	PROFESSIONAL RESPONSIBILITY.....	92
10.000	THE MASTER AGREEMENT.....	94

#### APPENDICES

I	Lists of Personnel Included and Excluded from the Bargaining Unit.....	97
II	Grievance Report Form.....	98
III	Student Opinion of Teacher Forms.....	96
IV	Salary Schedule.....	107
V	Supplementary Pay.....	108
VI	School Hours, Calendar and Pay Dates.....	131
VII	List of Approved Carriers for Fringe Benefits and Annuities.....	135
VIII	Guidelines and Compensation for Curriculum Development.....	137
IX	Sick Leave Bank Operating Procedures.....	138
X	Peer Evaluation.....	139
XI	Minimum Long Term Disability Benefits.....	140
XII	Fringe Benefit Options.....	142
XIII	Teacher Evaluation Committee Recommendations.....	143
XIV	Definitions for Interpretation of this Agreement.....	181

XV	Special Area Teachers and Others .....	185
XVI	Joint Educational Needs Committee .....	186
MEMORANDA OF AGREEMENT.....		189
	Professional Development Requirements.....	189
	Middle School Sports.....	190
	Skyline Staffing.....	191
	Flex Time Title I.....	194
	403 (b) Programs.....	195
	Additional Instructional Support .....	197
	Evaluation Review Committee .....	199
	Joint Committee on Alternative Methods of Compensation.....	200
	Joint Educational Needs Committee.....	201
	Evaluation .....	203
	FOIA requests for lesson plans.....	204
	Teacher participation on School Improvement Committees.....	206
	Rights of part time teachers seeking increased FTE.....	207
	Middle School advisory.....	208
	Teacher mentors .....	209
	Site based decision making.....	210
INDEX TO THE MASTER AGREEMENT.....		211

## 1.000 BOARD-ASSOCIATION RELATIONS

### 1.100 Recognition of the Association

1.111 The Board in accordance with Act 336 of Michigan Public Acts of 1947 as amended through Act 379 of 1965, and Act 176 of Michigan Public Acts of 1939 as amended through Act 282 of 1965 (herein called Public Acts), hereby recognizes the Association for the duration of this Agreement as the exclusive negotiating representative for all certified or professional personnel on an index, a per diem, hourly or class rate basis while under contract or on Board approved leave, listed under Group A and excluding personnel listed in Group B, Appendix I of this Agreement.

1.112 Representation of personnel in newly created certificated or vocationally licensed positions shall be negotiated within 30 days of Board authorization for the position. Either party may appeal to arbitration upon expiration of the time limits stated above in accordance with the provisions of Section 4.230 and all of its subsections.

### 1.200 Methods of Communication

#### 1.210 Negotiation Matters

1.211 The Board and the Association have a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to negotiate with each other with respect to hours, wages, terms and conditions of employment of teachers.

1.212 The Board and the Association shall negotiate such other matters as they may, by mutual consent, hereafter agree to negotiate, but neither party shall be obligated to give such consent.

1.213 The Board and the Association recognize the legal and professional obligation to comply with the provisions of the NCLB Act of 2001, and any amendments thereto, as well as regulations promulgated thereunder.

1.214 The parties hereby agree that their Teams shall meet at least monthly during the school year to attempt to resolve problems. The topics for these meetings shall be established by the group at the previous month's meeting whenever possible. Topics will remain on the agendas until resolved or until deleted by mutual agreement.

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

1.215 Prior to the establishment of any new position in the bargaining unit, the Board shall notify the Association of such a contemplated action, and meet with the Association to negotiate workload for the position. This provision does not preclude the Board's ability to create and post positions. If the timing of the decision to establish the

position precludes such a meeting, the Board shall meet with the Association as soon as possible. The parties may agree that the position should be allowed to operate without a defined workload for some defined period of time to determine what a reasonable workload might be.

#### 1.220 Negotiation Procedures

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

#### 1.230 Professional Study Committees

- 1.231 The Board may establish such professional study committees as may be necessary to advise the Association and the Board on such matters as teaching techniques, courses of study, textbooks, curriculum guides, pupil testing plans,



philosophy and educational goals of the district, research and experimentation, educational specifications for buildings and other related matters. Such committees shall include representatives of the Association, teachers, students, parents and administration; the representation of teachers shall be at least equal to that of each individual group described herein unless equal representation is waived by the Association. The recommendations of these committees may be submitted directly to the Board.

- 1.232 The Association shall nominate, and the Board appoint, the teacher members of such committees, giving consideration to the involvement of teachers from various organizational levels, departments, grades, and with different experience and points of view. In consideration of the extraordinary demands on new teachers, a probationary teacher may be on no more than two building, AAEE, or district wide committees.
- 1.233 In planning new educational facilities, educational specifications committees shall be established and shall include teacher representatives at least equal in number to the representatives of any other individual group as described in Section 1.231 above. Such committees shall be involved in all planning stages of each project and their recommendations shall be presented to the Administration and the Association and may be submitted directly to the Board.
- 1.234 The Board shall involve the Association, directly or through joint Professional Study Committees, selected in accordance with Section 1.232, above, in the formulation and evaluation of any proposal with respect to any education or recreational program or change therein, or with respect to any matter prior to the Board making any final decision.
- 1.235 The Board shall directly involve individual teachers and the building professional staff in the formulation of the education goals, practices, and programs for the individual building and for system-wide implementation. The Board shall directly involve individual teachers and the building professional staff in the preparation of the individual building budget and shall consider recommendations from the Association in the formulation and evaluation of any proposed fiscal, budgeting, tax or facility program.
- 1.236 In the event that an individual building staff elects personnel and programs that would, if implemented, conflict with any of the terms of this Agreement, representatives of the Board and the Association shall meet and negotiate to determine what measures short of discharge of personnel may be taken to assure optimum latitude for local program control.
- 1.237.1 The Board and Association jointly agree to encourage experimentation and innovation to improve instruction and services to students.

- 1.237.2 The parties recognize the need to give special consideration to the obligation to implement state mandates.
- 1.237.3 The parties agree to create a joint consultation team that will be available to work with building staffs when those staffs are considering changes at the building level that may impact on the Master Agreement. This team shall make every reasonable effort to facilitate, through consultation with the building staffs, the experimentation and innovation referenced in Section 1.237.1.
- 1.237.4 The consultation team will be composed of at least one member of each party's negotiating team. The team will advise building staffs on possible problems with the Master Agreement or board policy and will work with them to seek solutions to those problems. The team may provide information regarding decision making models that will enhance the possibility for maximum possible agreement within building staffs.
- 1.237.5 The consultation team will advise building staffs when it is necessary to apply for contract variations as provided for in section 1.226, and will guide these applications through the contract variance process outlined in the Master Agreement.
- 1.240 Other Communications and Liaison
- 1.241 The Board agrees to provide the President of the Association and his/her designee a reserved seat at all public meetings of the Board. The Board shall invite the representative of the Association to enter in discussion of all agenda items at the Briefing Session and Regular Meetings. Other items of the Association may be brought up during Board Briefing Sessions under Items of the Board and the Association.
- 1.242 The Administration shall include a representative of the Association on all ad hoc committees, commissions or groups of any kind created to deal with any and all matters on which the Administration seeks counsel.
- 1.243 The Board and the Association will meet in executive session upon reasonable request of either party, in accordance with applicable law.
- 1.250 Continuing Committees
- 1.251 The Board and the Association shall maintain a joint standing curriculum council for purposes of reviewing the district's curriculum and in-service needs of teachers from the perspective of recommending changes.
- 1.252.1 The Board and the Association shall establish and maintain a joint Multi-Cultural Standing Committee, and include positions for representatives of each bargaining unit with the District. The purpose of the committee shall be: 1) to develop and/or refine guidelines and implementation

procedures for teacher preparation and practice in ethnic/minority cultural studies; 2) to offer assistance to building multi-cultural committees in planning and carrying out their programs as outlined in Section 1.252.2; 3) to make an annual report to the Board and the Association which includes the committee's assessment of the progress made that school year and of the in-service time needed subsequently to insure continuing achievement of the goals of this provision; 4) to plan multi-cultural in-service programs subject to the approval of the Office of Curriculum and Instruction.

1.252.2 Each principal, house leader, or director will establish and be involved in a multi-cultural committee from within his/her building staff, including invitations to personnel from other bargaining units. This committee will analyze and prepare an annual written plan for integrating multi-cultural concepts into the curriculum by May 1st. This plan must receive approval of the Multi-Cultural Standing Committee established in Section 1.252.1.

1.252.3 Major emphasis in terms of ethnicity shall be on those four groups of color: American Indians or Alaskan Native, Asian or Pacific Islander, Black, and Hispanic.

#### 1.300 Assistance to Teachers by the Association

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

#### 2.000 BOARD RIGHTS

2.111 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised by the Board.

Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board or the Superintendent under the laws or constitution of the State of Michigan, specifically the right and responsibilities as conferred under The School Code and Tenure Laws are preserved.

#### 3.000 ASSOCIATION RIGHTS

##### 3.100 Membership Fees and Payroll Deductions

3.110 Payroll Deductions, Membership or Representation Fees

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

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

- 3.123 If any such dues, assessments, or fees are deducted by the Board from the pay of any teacher and turned over to any of the organizations (Association, MEA, and NEA) and the teacher does not owe the same, the Association shall refund the same to the teacher and the Board shall not be liable for any refund.

#### 3.130 Payroll Deductions--Other

- 3.131 All deductions from the teacher's salaries shall be listed separately on the employee's statement of earnings issued each pay period when practicable.
- 3.132 The Board will also deduct and pay over from the pay of any teacher such deductions as the teacher may direct, by written authorization delivered to the Board at least seven (7) calendar days prior to issuance of the paycheck to be affected, and within the enrollment period of any plan accepted, in negotiations, as a carrier for teachers as listed in Appendix VII.

#### 3.200 Business on School Property

- 3.211.1 The Association and its representative may transact Association business on Board property at reasonable times and may, without charge, make reasonable use of Board buildings for Association meetings.
- 3.211.2 Such business shall not interfere with or interrupt normal school or recreational operations.
- 3.211.3 If special custodial or other services furnished by the Board are required, the Board may make a reasonable charge therefore and if materials or supplies are consumed the Association shall pay the cost thereof.
- 3.212 The Association and its representatives may make reasonable use of bulletin boards, equipment, and other established media of communication which shall be made available without charge (except toll calls) to the Association and its members. All such use shall be subject to Board and district policies and regulations as to acceptable use. No other teacher bargaining representative or organization shall be afforded this right.

#### 3.300 Access to Information

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

Such information in such form as it may have concerning its financial resources or personnel, generally including but not limited to: Annual financial reports and audits, registered or certified personnel, tentative and final budget and budget transfers, agendas and minutes of Board meetings (but not executive/closed session meetings). The Board will provide upon request and as allowed by law treasurer's reports, census and membership data and names

and addresses of all personnel, and any other information as can be made available and as will assist the Association in collective negotiations, or in carrying out the provisions of this Agreement including the processing of any grievance or complaint hereunder.

- 3.312 The Association may review tentative secondary teaching schedules as they are being developed and to the extent they are available and in the form they exist in the individual buildings. The building principal will be the responsible authority for the implementation of this provision.

#### 3.400 New Personnel Orientation

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

#### 3.500 Released Time for Association Business

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

shall reimburse the Board for one-half (1/2) of the Chief Negotiator's salary. The Board also agrees to restore the Chief Negotiator to his/her previous position, to a position of like nature, or to a position for which the teacher is qualified as stated in his/her teaching certificate. This provision shall not be construed as requiring the retention of the Chief Negotiator in one-half (1/2) of his/her then current assignment or to restoring him/her to a bargaining unit position prior to the conclusion of a school year.

3.514 The Board shall release designated Association Representatives for one-quarter day each month, to be taken in half day increments, up to a maximum of fifty-four (54) quarter-days each month, to conduct Association Business. Such released time shall be taken at the representative's discretion without loss of pay or benefits, provided that the administrators affected are notified at least two (2) days in advance, except in case of emergency and provided further that the substitutes can be secured. The names of the representatives will be identified to the Administration by the Association president. No individual association representative may be absent from the classroom more than eighteen (18) half-days per year, excluding arbitration cases, in any combination of representative days or association days.

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

### 3.600 Student Teacher Program

#### 3.610 Negotiations

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

#### 3.620 Program Improvement

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

3.622 Student teachers shall not be assigned to any probationary teacher except in special circumstances.

- 3.623 No teacher may be required to accept a student teacher. All appointments of student teachers shall be made by the Administration. No agreement to participate shall be deemed final unless and until the teacher has been advised of all compensations and benefits offered by the placing institution to the supervising teacher. (Interns, pre-student teachers, etc)
- 3.624 No teacher may accept more than one student teacher at a time unless the teacher is voluntarily participating in an innovative program which requires more than one, or is a physical education teacher, an art teacher, a helping teacher, an ILC specialist, or a music teacher.
- 3.625 No elementary teacher, excepting teachers of art, music, and physical education, may be assigned or accept a student teacher who has not successfully completed a course in the teaching of reading.
- 3.626 No student teacher shall be accepted by the Ann Arbor Public Schools unless he/she can demonstrate attitudes necessary to support and create the multi-cultural curriculum. Each such student teacher must provide a document or transcript which reflects training in or evidence of substantive understanding of the multi-cultural or minority experience.

#### 4.000 PERSONNEL RIGHTS

##### 4.100 Legal

- 4.111 Teachers shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations, and other concerted activities for mutual aid and protection, pursuant to the Public Acts.
- 4.112 The Board shall not, directly or indirectly, deprive or coerce any teacher in the enjoyment of any rights conferred by the Public Acts or other laws or the Constitutions of Michigan or the United States.
- 4.113 Nothing contained in this Agreement shall be construed to deny or restrict any rights which any teacher may have under the Michigan General School Laws or other applicable laws and regulations, and the rights granted teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- 4.114.1 All teachers employed by the Board shall immediately receive all the benefits of this Agreement and a mutually binding contractual commitment except as provided in Section 4.114.2.
- 4.114.2 The Board may hire long-term substitutes to replace: 1) a teacher on paid leave with an indefinite return date; 2) a teacher on leave whose return date is not at a semester break; 3) a teacher on leave for less than a semester; 4) teachers who vacate positions after March 31 of a school



year. If positions vacated in number 4 above are continuing they shall be treated as other vacancies during the end of the year transfer and placement process.

#### 4.200 Grievance Procedure

##### 4.210 Definition

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

##### 4.220 Processing of Grievances

- 4.221 Informal procedure. Any teacher may take up a grievance directly with the Board, via such channels as it may establish, in accordance with and subject to the conditions and limitations provided by applicable state laws. Without limiting the foregoing, any teacher with a grievance may discuss the matter, in verbal or written form, with the appropriate Administrator within fourteen (14) calendar days after the date on which the alleged grievance occurred, or on which the grievant first learned of its occurrence. Written notice must be given to the Association and the representative for Human Resource Services that the grievant intends to pursue the grievance informally. The grievant, under the informal procedure, is entitled to the same rights, including counsel and assistance from the Association, as are given the teacher filing a formal grievance. Any grievance discussed in the informal procedure may, at the option of the grievant, be filed under the formal procedure any time up to thirty (30) days from the filing of the informal grievance.
- 4.222 Formal Procedure. Any teacher desiring to invoke the formal grievance procedure (hereinafter called Grievant) shall proceed as follows: (provided that, a grievance may be initiated at any level of the procedure if the grievance is not against an agent of the Board at any preceding level.)
- 4.223 Written notices of the Grievance, in the form annexed as Appendix II, signed by the Grievant or a representative of the Association, shall be delivered to the appropriate administrator, the representative for Human Resource Services, and the Association within fourteen (14) calendar days after the date on which the Grievance occurred, or on which the Grievant first learned of its occurrence, or if the formal grievance procedure is invoked, within thirty (30) days of filing of an informal grievance. Within seven (7) calendar days of receipt of such notice, the appropriate administrator shall meet with the Grievant and representatives of the Association in an effort to settle the grievance, and shall deliver a decision in writing to the Association's representative within five (5) calendar days after such meeting. Whenever a Grievance is initially

filed against the Board, the time limits described in Section 4.224 shall apply. Appeal of any Grievance initially filed against the Board shall be immediately to arbitration.

4.224 If the Association is not satisfied with the decision of the appropriate administrator, or if no decision has been delivered in the time allowed in Section 4.223 above, written notice of appeal signed by a representative of the Association shall be delivered to the Superintendent within ten (10) calendar days thereafter. Within fourteen (14) calendar days of receipt of such notice, the Superintendent or his/her designee(s) shall meet with the Grievant and representative(s) of the Association in an effort to settle the Grievance and shall deliver his/her decision in writing to the Association's representative within five (5) calendar days after such meeting.

4.225 When the parties mutually agree on the urgency of a specific grievance, the Board shall arrange, whenever reasonably possible, for a meeting of those parties necessary to resolve the grievance within two business days during the school year.

#### 4.230 Arbitration of Grievances

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

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

4.233 The Board and the Association shall attempt to mutually agree on a panel of three (3) permanent arbitrators who shall be appointed annually. The three (3) arbitrators shall be used on a rotating basis except where the parties

mutually agree to use an arbitrator out of rotation. If agreement cannot be reached on each of the three (3) arbitrators, the parties may opt to use only those arbitrators on which agreement has been reached or use the services of the American Arbitration Association in the rotation process. Except in cases involving the American Arbitration Association, appeals for arbitration shall be sent directly to the arbitrator, in rotation with a copy to the Assistant Superintendent for Human Resources and Legal Services.

The Board and the Association agree to schedule a mutually agreeable hearing date as soon as practicable, recognizing limitations caused by the arbitrator's calendar.

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

- 4.234 Cases being arbitrated shall be presented by not more than three representatives for the Association and not more than three representatives for the Board, and shall be conducted in accordance with rules established by the American Arbitration Association. The Association may release witnesses for such proceedings by either authorizing association days or by paying for the cost of any needed substitutes for attendance at arbitration hearings when the number of association days falls below twenty (20) days.
- 4.235 All evidence to be used by a party in arbitration should, whenever possible, be disclosed to the other party within fourteen (14) calendar days after the Association informs the Office of Employee Relations and Staff Development of its demand for arbitration. Evidence not available within such fourteen (14) calendar days may, however, be presented in arbitration provided such evidence has been disclosed to the other party not less than seven (7) calendar days before the initial arbitration hearing is held. Evidence in expedited arbitration must be disclosed to the other party at least twenty-four (24) hours prior to the hearing. Arbitration proceedings shall not be postponed or recessed to allow compliance with the above requirements. The arbitrator shall rule on any objection made under the terms of this provision, and his/her decision shall be final.
- 4.236 The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement or to decide any issue not constituting a grievance.
- 4.237 The arbitrator shall render his/her decision in accordance with the rules of the American Arbitration Association, except that he/she shall mail the decision directly to the parties. Both parties agree to be bound by the decision of the arbitrator, as long as the decision complies with applicable law and does not exceed the power of the arbitrator set forth in 4.236, and the parties agree that either party may enter judgment thereon in any court of competent jurisdiction.

4.238 The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

#### 4.240 Grievance Limitations

4.241 Any grievance not taken up on the Formal Procedure shall, except for any adjustment arrived at under the Informal Procedure, be deemed settled on the basis of the action taken by the Superintendent. Any grievance taken up on the Formal Procedure and not appealed from any decision at any step of the procedure to the next step within the time allowed shall be deemed settled on the basis of such decision. Any grievance settled satisfactorily at any step of the Formal Procedure will be final and binding on the grievant, the Association and the Board, and not subject to further review. Any time limit provided in Sections 4.222 through 4.241 may be extended by written agreement executed by the Association and the Board.

4.242 Excluding statements appended to the record of any disciplinary action taken, no grievance filed by any teacher under the terms of the grievance procedure of this Agreement shall be placed in any form in any personnel file of the grieving teacher. No grievance shall be used in any disciplinary proceeding against the grieving teacher or in any consideration for promotion or recommendation for job placement.

#### 4.250 Grievance Withdrawal and Reinstatement

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

#### 4.260 Grievances, Back Pay

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

#### 4.300 Teacher Grievances Filed Independently

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

4.400 No Discrimination

- 4.411 The Board shall not, directly or indirectly, discriminate against any teacher with respect to hours, wages, terms or conditions of employment or application of the provisions of this Agreement or Board policies, and the Association shall not, directly or indirectly, discriminate against any teacher with respect to membership representation or participation in Association activities, by reason of race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, handicap, or political beliefs.

- 4.412 The Board and the Association agree that affirmative action must be taken to recruit, employ, and retain ethnic minority group persons. Both parties agree that a highly significant part of the experience of children in today's society involves cross racial experiences. Part of that experience must be with ethnic minority group members who are educators. To the achievement of these ends, both parties agree that affirmative practices in hiring, initial assignment, voluntary re-assignment and the maintenance of minority staff in buildings shall not constitute discrimination within the meaning of Section 4.411. The parties also agree that it shall be their mutual goal to assign at least two African-American classroom teachers to each building.

- 4.413 The Board shall not, directly or indirectly, discriminate against any teacher with respect to hours, wages, terms or conditions of employment or application of the provisions of this Agreement or Board policies by reason of membership in the Association, participation in any activities of the Association including collective negotiations pursuant to the Public Acts, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any term or condition of employment.

4.500 Protection by The Board

4.510 Student Discipline and Control

- 4.512 The Board and the Association recognize the mutuality of responsibility shared by teachers and administrators in the maintenance of student discipline and control.
- 4.512.1 The teachers in each elementary building shall cooperate with their respective building principal in the development and implementation of an appropriate plan for teachers to supervise the safe arrival and the passage of students to classrooms preceding the beginning of school and the passage and safe departure of students after school in

accordance with Section 7.217.3. Such plan shall be at no additional cost to the Board or require teachers to report to work earlier or remain at work later than those periods referenced elsewhere in this Agreement. All plans will be submitted for review and approval by the Superintendent's designees and representatives of the Association, which approval shall not be unreasonably withheld.

- 4.512.2 For its part, the Board agrees to support, assist, and protect teachers in carrying out this responsibility and will provide direct assistance to teachers who are encountering discipline problems beyond their reasonably expectable capacity to handle (though this provision will not be construed in any way as diminishing the responsibility of teachers). The Board will, further, directly involve the Association in developing and evaluating rules, regulations, and enforcement policies and procedures to this end.
- 4.512.3 For their part, elementary teachers shall provide discipline and supervision as reflected in the building safety plan. Association members assume responsibility for the maintenance of order among all students within their sphere of effective control while in the performance of their employment, especially immediately before and after school and between classes. Teachers shall be expected to be visible and available in the halls between classes and immediately prior to and after school where classroom responsibilities allow in accordance with Section 7.217.3.
- 4.512.4 While this provision shall not be construed in such a way as to force teachers to serve as sentries, it shall be deemed to mean that teachers are expected to be where students are especially as needed from time to time when and where there is an atmosphere of stress or volatility, and to enforce the discipline policies of the District.
- 4.512.5 The parties agree to work cooperatively at the building level to anticipate those times and places of stress and volatility and to work jointly in taking preventive measures.
- 4.512.6 Teachers shall assist in controlling students in extraordinary situations which occur at extracurricular activities at which the teacher is in attendance, is known by the students and can reasonably be expected to exert effective influence.
- 4.512.7 Both parties agree to seek ways of involving the total staff in efforts to establish long range goals for prevention of disruption.
- 4.512.8 Upon request, the Administration shall notify the Association of cases where a student assault on a teacher is reported.
- 4.512.9 If the Board is notified of an assault on a teacher, which had its inception in a school centered activity, the Board will render all reasonable assistance to the teacher in connection with the investigation by law enforcement.

- 4.512.10 An administrator shall attend a parent-teacher conference when it is believed that the parent may become physically or verbally abusive. Except in cases of emergency, prior arrangements will be made with the administrator.
- 4.513 If any civil cause of action shall be brought against any teacher, by any party other than the Board or an employee of the Board, which arises out of such teacher's reasonable performance of his/her employment the Board agrees to submit such claims to its insurance carrier for defense.
- 4.514 Teachers will not be penalized in loss of pay, sick days or other benefits for necessary absences in connection with any occurrence referred to in Section 4.513.
- 4.522 When information is known, and it is permissible by law, the Board shall make reasonable efforts to notify the affected teacher(s) prior to the placement of any child who is a delinquency ward of the juvenile court based on an adjudicated felony or who has been convicted in adult court of a felony.
- 4.523.1 Based on demonstrated need and/or requests, the Board shall make a reasonable effort to make available training in intervention without physical contact and training in physical restraint of students in dangerous situations. Such training shall be offered free of charge and may be offered at a time beyond the scheduled work day.
- 4.523.2 Students who are defiant or verbally abusive to teachers are to be dealt with promptly as in accordance with the law, regularly established school and district discipline policies and procedures.
- 4.523.3 Physical contact may be used in compliance with the above sections only when there is a threat to the physical safety of the student, the teacher, or other persons. In those instances, the Board shall give deference to the reasonable good-faith judgment made by the teacher in determining if physical contact was necessary and if it was applied appropriately.
- 4.524.1 Home visits by teachers are an expectation in some programs and at times desirable in other programs. Teachers who are concerned for their personal safety in visiting or teaching in a specific home may initiate the following procedure:
- 4.524.2 The teacher should discuss the nature and basis of his/her concerns with the teacher's building or program supervisor.
- 4.524.3 After the discussion with the supervisor, if the teacher remains concerned, the supervisor shall gather additional information, if available, for the purpose of a more comprehensive assessment of the assignment. Such an assessment may include information gained by the supervisor's on-site evaluation of the assignment. Upon completion of this assessment and consultation with the

teacher, the supervisor shall develop a plan for delivering services to the student.

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

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

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

#### 4.530 Health and Safety

- 4.531 When the Board's agents learn of a student or a staff member who has a communicable disease that the Washtenaw County Health Department has judged hazardous to others, they shall promptly notify those teachers designated by the Health Department as needing to know the information.

- 4.532 During construction or as a result of catastrophe, teachers shall not be required to work in areas where excessive dust or dirt is present and endangers health and safety. The parties will promptly meet to provide cleaning or reach agreement on alternative work areas.

- 4.533 To ensure a safe educational environment, visits by community members, other than parents of current students, to a classroom must have prior approval by the building administrator and the teacher.

All visits must be scheduled in accordance with building and district policy.

#### 4.540 Personal Protection

- 4.541 The private and personal life of any teacher is not within the appropriate attention or concern of the Board, insofar as it is consistent with the Code of Ethics of the Education Profession. Teachers shall be entitled to full rights of citizenship; and the religious or political activities, or lack thereof, of any teacher shall not be grounds for any disciplinary action or discrimination with



respect to the professional employment of such teacher. Nothing contained in this provision is intended to enlarge upon academic freedom as described in Section 4.700 of this Agreement.

- 4.542 No polygraph or lie detector device shall be used in any investigation of any teacher by school authorities.

4.550 Personal Property

The Board shall reimburse any teacher for any loss, damage or destruction of personal property which arises out of such teacher's reasonable performance of his/her employment, not including vehicles and not covered by other insurance or caused by the teacher's negligence, provided that the personal property involved is reasonably needed by the teacher personally or professionally and is not readily available in the building or through the Board. The Board shall be liable only for that portion of the loss in excess of ten (\$10.00) dollars and not exceeding a total loss of two-hundred dollars.

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

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

4.560 Personnel Records

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

- 4.562 The official Personnel File at the Human Resource Services Office shall contain no complaints about the teacher which have not gone through a procedure which includes teacher notification, investigation of the complaint, a finding that the complaint is legitimate, and notification to the

teacher of their right to append a response or pursue the placement of the complaint through the grievance procedure. If any such complaints are in these files prior to the summer of 1990, they shall be removed and destroyed at the request of the teacher.

4.563 The Board agrees that all central personnel file materials regarding discipline records of actions more than four years old, medical, counseling or psychological records shall not be shown to or released to third parties absent written consent of the teacher or as required by law. The board further agrees that in the event a request is made by a third party for such records, the board shall promptly notify the teacher and the Association and agrees that it shall deny the request and shall assert on behalf of the teacher all applicable Freedom of Information Act exemptions.

4.564 If the Board receives a Freedom of Information Act request for documents in a teacher's central personnel file that are not covered in the previous section, the board shall make a good faith attempt to promptly orally notify the teacher and the Association of the receipt of the request. Upon request and insofar as time reasonably permits, the Board's designated FOIA officer shall meet with the affected teacher and/or the teacher's representatives to review the board's proposed response to the request. In order to allow the teacher and Association to seek legal relief, the Board shall delay granting the request to the extent permitted by law (ordinarily five business days after the receipt of the written request). Consideration shall be given to the teacher's privacy interests and all available Freedom of Information Act exemptions to compelled disclosure.

4.565 The provision of subsections of section 4.521 shall not prevent the Association from having access to any employment records reasonably related to its duties as the exclusive bargain representative.

#### 4.600 Evaluation of Personnel

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

4.612.1 The parties agree that the following provisions, when followed, will assure procedurally a fair evaluation and will provide the probationary teacher every reasonable

opportunity to demonstrate his/her competence, but the parties recognize that the purpose of evaluation is to assess performance and provide a format for guidance, including how well he/she is performing and areas in which improvement is needed. Evaluation for probationary teachers shall be used as a basis for a recommendation for tenure, third year probation, renewal, or non-renewal.

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

By last Friday in September: Notification of Process.

By second Friday in October: Meeting regarding process and procedures. Review IDP.

By first Monday in December: Complete first evaluation cycle.

By last Friday in January: Develop initial IDP for first year probationary teachers.

Between first Monday in November and first Friday in February: IDP Review for other probationary teachers.

By first Monday in April: Complete second evaluation cycle.

By third Friday in May: IDP for following year.

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

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

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

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

- 4.612.5 Administrators shall arrange for the utilization of instructional supervision for each probationary teacher, at the level needed for that teacher in the judgment of the supervising administrator.
- 4.613.1 Evaluations shall be conducted by a building principal or assistant principal or other administrator. Each evaluation shall be preceded by at least one observation made in person by the evaluator, for a minimum of thirty consecutive minutes. Before the final decision is made on any evaluation report, the administrator shall hold a conference with the teacher evaluated for purposes of discussing matters related to the observation and evaluation and to solicit teacher response to the administrator's comments.
- 4.613.2 No parent as a parent shall serve as the formal evaluator described in Section 4.613.1.
- 4.613.3 Secondary teachers shall utilize one of the Student Opinion of Teacher Forms (Appendix III) in each of their classes each term. The parties agree that the student opinion forms may contain valuable information which could lead to the improvement of teaching and learning. If the building administrator requests this information it will be shared in a collegial and professional manner to improve teaching and learning. During the evaluation year, the sharing of the student opinion form will be voluntary.
- 4.613.4 Elementary and Ann Arbor Open School at Mack teachers shall utilize the appropriate Student Opinion of Teacher Forms (Appendix III) in their classes each year. Special area teachers shall utilize these forms in three (3) of their classes each year. The parties agree that the student opinion forms may contain valuable information which could lead to the improvement of teaching and learning. If the building administrator requests this information it will be shared in a collegial and professional manner to improve teaching and learning. During the evaluation year, the sharing of the student opinion form will be voluntary.
- 4.613.5 The Board shall, as soon as possible, notify each teacher who his/her evaluator is to be. If another administrator is to be involved, the teacher shall receive prior notification as to the role the other administrator(s) will play in the evaluation process.
- 4.613.6 The evaluator shall, upon teacher request, meet with the teacher to be evaluated prior to any formal observation as defined in Section 4.613.1.
- 4.613.7 The evaluator shall notify the teacher of date(s) on which the formal observation could occur. These dates may be modified by the principal when absences interfere with previously scheduled observations.

4.613.8 There shall be at least three weeks between formal observations of tenure teachers, except as agreed to by the teacher and principal. This section may be modified by the principal when absences interfere with previously scheduled observations. There shall be no more than six such observations during any given year. This section does not apply to teachers whose performance has been identified as unsatisfactory.

4.614 Evaluations shall be in writing and reviewed with the teacher within ten work days of the last observation. For probationary teachers this review may occur up to five (5) work days beyond this limit if scheduling is interrupted. Tenure teacher evaluations citing deficiencies shall include recommendations as to how the teaching performance of the teacher may be improved. Each evaluation shall include the statement:

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

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

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

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

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

4.617 Evaluations used in determining reemployment of probationary teachers shall conform to the provisions above and no such teacher shall be denied reemployment unless he/she has been properly evaluated, except that the Board may act to deny reemployment pursuant to Section 5.211 of this Agreement, independently of evaluations. Teachers may be placed on third year probation only if properly evaluated or if other substantive, documented evidence of

teaching inadequacy warrants additional time to assess the teacher's strengths and weaknesses. Teachers placed on third-year probation may, however, be transferred if a suitable alternative position is available and the transfer is approved by the Human Resource Services Office.

- 4.618 Probationary teachers shall be denied reemployment only for just and reasonable cause, but no such denial shall be construed as disciplinary. If a teacher wishes to appeal such dismissal, he/she may use the grievance procedure.
- 4.619.1 Evaluations of tenure teachers shall conform to Sections 4.611, 4.612.4, 4.613, 4.614, 4.615, and 4.616 above. Notwithstanding this, any and all evaluations of tenure teachers shall conform to a legitimate purpose.
- 4.619.2 For purposes of instructional improvement each tenured teacher shall be evaluated at least once every three years. However, this provision shall not be construed as inhibiting the Board's right to dismiss a tenured teacher pursuant to Section 5.211.
- 4.619.3 Observation of a tenure teacher for purposes of evaluation may be a joint observation by the appropriate administrator and a teacher-observer if the teacher and administrator agree. A model and guide for peer evaluation may be found incorporated herein as Appendix X.

#### 4.700 Academic Freedom

- 4.711 In educating young people, the parties seek to inspire in them an inquiring mind and respect for truth, a recognition of individual freedom, social responsibility, and the democratic tradition, an understanding and respect for the Constitution, Bill of Rights, and the law, and an appreciation of individual personality. The parties recognize that these aims can best be accomplished in, and will work together to create and preserve, an atmosphere which is free from censorship and artificial restraint and in which academic freedom for teacher and student is guaranteed. Further, the teaching about controversial issues, suitable to the age level, is approved as preparation of students for intelligent and conscientious participation in our democratic social order. The maintenance of the intellectual atmosphere which is implied here will necessarily depend upon the discretion of the administration and the objectivity and wisdom of the teaching staff.
- 4.712 Other than adopted standards of professional behavior and responsibility, and the competent fulfillment of the Board's approved curriculum guides, there shall be no limitations on teachers or students with respect to their study, investigation, presentation or interpretation of facts or ideas concerning man, society, government, the arts or sciences, the physical and biological world, or other areas of learning, and teachers and students shall be guaranteed freedom of individual conscience, association

and expression. Formal or informal religious instruction for purposes of proselytization is prohibited.

4.713 Lesson Plans

- 4.713.1 The Board agrees to provide each teacher with the approved curriculum, materials, and training for each course a teacher is assigned. It is the professional responsibility of each teacher to be prepared for teaching through daily and long range written lesson plans demonstrably related to the Board's approved curriculum. It is agreed that planning is an integral part of effective teaching. Lesson plans shall not be routinely submitted to any supervisor. Plans shall be available to the supervisors and/or building administrators for planning and consultation upon request as well as in cases of teacher absences. Both parties agree that lesson plans may be used as evidence that the district curriculum has been taught. A substitute lesson plan of sufficient detail, clarity, and related to content expectations and lesson sequence to enable continuity of the learning program needs to be available in the event of a teacher's absence.

4.800 Reductions in Personnel

- 4.811 In the event of a lay-off to achieve targeted savings the proportion of funds saved by teacher lay-offs shall not exceed the proportion of the bargaining unit's employment costs compared to the total budget.
- 4.812 If, at the discretion of the Board, a reduction of staff by means of a lay-off is necessary, the order of lay-off described in this position shall apply within the constraints listed below.
- 4.813.1 If a layoff is anticipated, the parties agree to meet to review the layoff and recall procedure and criteria. The purpose of the meeting will be to determine a legally enforceable layoff and recall procedure, which is consistent with the intent of the Affirmative Action Policy and the Master Agreement, to retain minority employees.
- 4.813.2 Certification shall mean certification majors and minors as defined by the Michigan State Board of Education and North Central requirements.
- 4.813.3 Experience shall mean months, days and years of certificated employment in the Ann Arbor Public Schools. If two or more teachers have the same seniority and the Board must decide on laying off one of the teachers, the last four digits of the teachers social security number will be used as a tie breaker. The lower number will have the most seniority.
- 4.813.4 Probationary teachers shall be laid off on the basis of certification, qualification, degree and experience. The categories in this provision shall control when a position

for which a teacher is certified and qualified is available.

4.813.5 The order of lay-off for probationary teachers, within the constraints listed above, shall be as follows:

1. Probationary teachers with a BA and no previous experience.
2. Probationary teachers with no previous experience and a Masters degree.
3. Probationary teachers with a BA degree and previous experience in districts other than Ann Arbor.
4. Probationary teachers with a Masters Degree and previous experience in districts other than Ann Arbor.
5. Probationary teachers with a BA degree with experience in Ann Arbor.
6. Probationary teachers with a Masters Degree with experience in Ann Arbor.

4.813.6 Tenure teachers shall be laid off on the basis of certification, qualification and experience; experience shall control when a position for which a teacher is certified and qualified is available.

4.813.7 Teachers in positions which do not require teacher certification shall be laid off from those positions on the basis of experience. If such teachers who have been laid off from such positions have teacher certification, they shall be laid off from employment in accordance with section 4.813.5 if they have acquired teacher tenure while working for the Ann Arbor Public Schools, they shall be laid off from employment in accordance with section 4.813.6.

4.813.8 In the event of a lay-off under Section 4.811, the Board may invoke the voluntary and involuntary transfer process as specified in Section 7.920 of the Master Agreement after following the lay-off identification procedure. The involuntary process will be invoked to the extent possible to a) preserve teacher seniority and b) maintain current staff.

4.814.1 The following procedures and conditions shall apply to any necessary reduction in personnel.

4.814.2 The Board shall consult with the Association about any proposed lay-off.

4.814.3 No teacher shall be discharged or laid off pursuant to a necessary reduction under Section 4.811.1 for the beginning of a school year unless such teacher shall have been notified of discharge or lay-off by the last day of the previous school year.



- 4.814.4 No teacher shall be discharged or laid off pursuant to a necessary reduction under Section 4.811.1 during the school year unless such teacher shall have been notified for discharge or lay-off at least thirty (30) days prior to the effective date, but all individual contracts, including continuing or tenure contracts, are hereby made specifically subject to this provision.
- 4.815.1 Consistent with Section 4.813.2, and 4.813.3, teachers on lay-off shall be recalled to the first vacancy for which they are certified, and qualified in the reverse order of experience at the time of layoff. Teachers who become qualified and certified in additional teaching areas while on layoff must notify the Human Resource Services Office with appropriate documentation and transcripts to be considered for any position held by a probationary teacher or any subsequent position which is to be filled. Individuals who become newly qualified and/or newly certified while on layoff will not be eligible to displace probationary teachers until the end of the current semester or tenure teachers who have less experience. Teachers shall be recalled to positions which do not require teacher certification in the reverse order of layoff from that position; if such teachers have teacher certification, and are qualified, they may elect to be recalled in accordance with the first sentence of this section, or, if they became classroom teachers as a consequence of the original lay-off, they may elect to remain classroom teachers.
- 4.815.2 Each teacher being recalled shall be notified by certified mail (or other provable means of delivery) at his/her last known address, of all vacancies for which that teacher is eligible. Each teacher being recalled shall have ten (10) calendar days from the date of initial attempted delivery to notify the Board of his/her intentions. Failure to respond within this time limit shall result in termination of all employment rights, and shall be considered a resignation. The Board shall notify the Association of all recalls.
- 4.815.3 The Board shall have no obligation to recall any individual teacher twenty-four (24) months after lay-off or the maximum length provided by the Tenure Law, whichever is longer, after layoff becomes effective.
- 4.816.1 Upon return to service with the Ann Arbor Public Schools, tenure teachers who have been laid off because of a necessary reduction in staff shall receive salary credit as follows:
- 4.816.2 Teachers returned to employment in the same school year as their lay-off will be placed on the same salary step they were on at the time of lay-off.
- 4.816.3 Teachers laid off before the end of the first semester and returned to employment the subsequent year or thereafter shall be placed at the same salary step they were on at the time of lay-off.

- 4.816.5 Teachers who are on layoff may refuse an offer of return to a position which is less percentage of time (FTE) than that which the teacher had at the time of layoff without penalty for a period from the time of layoff until October 15th of the third school year after the layoff. If such refusal occurs in that time period, the teacher will be recalled to subsequent positions to which they are entitled under section 4.815 without regard for the refusal.
- 4.816.4 Teachers laid off after the end of the first semester and returned to employment the subsequent school year or thereafter shall be placed on the next higher step unless they are already at maximum on the salary schedule.
- 4.817 For the duration of this Agreement, the Board shall enter into no performance or sub contract which will result in reduction of present staff or otherwise adversely affect the wages, hours and conditions of employment of teachers in contravention of this Agreement. This provision shall not be construed, however, to include a prohibition on the use of any services available through state or county agencies, provided that no teachers are laid off or terminated from employment thereby.
- 4.818 The Board shall consult with the Association prior to entering into a performance or subcontract for persons or organizations to perform work that is the same or similar to any bargaining unit work. This provision does not limit or restrict the Board's rights to subcontract according to Section 4.818.
- 4.819 In the event that the Board reorganizes schools or is facing a decision on a possible layoff, the parties shall meet to discuss an early retirement program at the time of either action. The parties shall also meet to discuss a possible program for the voluntary reduction of individual's F.T.E. As another method of avoiding layoff.
- 4.900 Independent Medical Exam
- 4.911 Should the Board or its agent have reason to suspect that a teacher is unable to perform his/her professional duties due to physical, mental, and/or emotional disability, they may demand that said teacher submit to a physical or psychological/psychiatric evaluation. Upon such demand the Association will be notified with permission of the individual. The Board may designate an examiner, who must be a licensed physician, neuro psychologist or allied health care professional, osteopath or psychiatrist and the Board will assume the cost of the examination. When the Board exercises its right for the fitness of duty test, the teacher will be placed on paid administrative leave. Upon receipt of the report by Human Resources and Legal Services a copy will be provided to the teacher. Should the teacher be found not fit for duty, they are eligible to use any days as allowed in the Master Agreement.

An additional examiner may be selected by the teacher at his/her expense. Should the teacher exercise his/her right to select their own examiner whose professional opinion differs from that of the Board's examiner on the issue of fitness for duty, the parties will select a third examiner and share equally in that expense. The parties will be bound by the third examiner's findings on fitness for duty.

- 4.912 The teacher shall be returned to the same or substantially equivalent position, with no loss of benefits, at the end of the period of incapacity specified by the Board in its determination of incapacity unless the Board, not more than sixty (60) calendar days before the end of such designated period of incapacity, shall request in writing to the Association and teacher the reconvening of a medical panel, as described in Section 4.911, to examine the teacher and report its findings to the Board. The Board shall then determine whether the incapacity is continuing and its decision in this regard and the procedures in connection therewith, including the right to arbitration, shall be as provided in Sections 4.912 and 4.913 of this Article. All requirements of this Article shall be applicable to any subsequent Board allegation of continuing incapacity.
- 4.913 The sole Board remedy under this Article upon determination of incapacity shall be placement of the teacher on disability leave with the right to disability benefits in accordance with Sections 6.311 and 6.321 of this Agreement. Nothing in this provision shall be interpreted, however, as appropriate cause for denial of benefits provided otherwise by applicable state law or this Agreement.
- 4.914 During the pendency of proceedings under this Article, the Board shall have the right to remove or reassign the teacher, provided the teacher is compensated at his/her regular salary during such removal or reassignment and provided further that if the removal is subsequently upheld, sick leave shall be charged retroactive to the date of removal, in which event Section 6.130 and any/all of its applicable subsections shall likewise be deemed retroactively granted and applied.
- 4.915 At any time after thirty (30) calendar days during the period of incapacity designated by the Board, the teacher or the Association or both may present, in writing, evidence, medical or otherwise, and request that the incapacity found by the Board be deemed ended and that the teacher be restored to regular and normal teaching duties at the regular salary then applicable. The decision of the Board in refusing to restore the teacher to normal teaching duties shall be in writing and be subject to arbitration in accordance with the arbitration provisions of this Agreement, but with the additional constraints specified in Section 4.913 of this Article. A teacher may

make no more than one request for restoration to normal duty during the designated period of incapacity or of any subsequent decision by the Board extending such incapacity.

- 4.916 The expenses and fees of the medical panel shall be paid solely by the Board, but such expenses shall not exceed reasonable expenses and fees customarily charged for individual patients by licensed physicians practicing in Washtenaw County.
- 4.917 These provisions covering Independent Medical Exams shall in no way be construed as applicable to cases involving pregnancy.

## 5.000 TEACHER RESPONSIBILITIES

### 5.100 Professional Behavior

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

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

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

- 5.211 The Board shall dock, demote, discharge, or otherwise formally discipline teachers only for reasonable and just cause, including, but not limited to:
  - 5.211.1 Continued or repeated refusal or failure to carry out in a professional manner the curriculum guides and course outlines adopted by the Board, or prepare in a professional manner for carrying out the same;
  - 5.211.2 Continued or repeated refusal or failure to carry out work assignments made by the Board and not in conflict with the provisions of this Agreement;
  - 5.211.3 Continued or repeated refusal or failure to comply with policies and procedures established by the Board and not in conflict with the provisions of this Agreement;

- 5.211.4 Continued or repeated refusal to provide supervision of and discipline among students within the sphere of his/her effective control while in the performance of his/her employment;
- 5.211.5 Continued or repeated refusal or failure to adhere to contractual obligations;
- 5.211.6 Continued or repeated refusal or failure to maintain or submit required records;
- 5.211.7 Continued or repeated refusal or failure to maintain appropriate standards of professional or ethical behavior;
- 5.211.8 Causing or contributing, by deliberate action or willful negligence, to the active and extensive disruption of the learning environment.

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

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

#### 5.300 Procedure for Formal Teacher Discipline or Discharge

- 5.311 Any administrator who receives a complaint about a teacher where the complaint could lead to a reprimand or more serious disciplinary action, shall notify the teacher of the complaint without requesting an immediate response. Teachers are entitled to know the identity or source and details of all such complaints. The teacher will be given up to twenty four (24) hours to respond to the complaint.
- 5.312.1 No teacher shall be reprimanded for conduct under this article except in writing.
- 5.312.2 A copy of the written reprimand shall be filed either with the Human Resource Services Office for placement in the central personnel file or shall be retained by the appropriate administrator.
- 5.312.3 If the reprimand is to be placed in the central personnel file, the complaint shall be first reviewed by the Human Resource Services Office and the teacher shall be offered a hearing to assess the accuracy of the charges and the appropriateness of the conclusions.
- 5.312.4 All reprimands initiated at the central administrative level shall be subject to the processes described herein.

- 5.312.5 All reprimands may be appealed to the Superintendent for review.
- 5.312.6 Teachers shall have the right to append a reply or statement to any reprimand.
- 5.313.1 No teacher shall be disciplined (except for reprimand or docking of pay due to lack of approved leave time or if proceedings pursuant to the Michigan Teachers' Tenure Act are being instituted instead) unless:
  - 5.313.2 The Association and the teacher have been notified in writing of the specific complaint.
  - 5.313.3 The hearing officer selected is not a direct party to the complaint or the initiation, receipt or preferment of charges;
  - 5.313.4 The teacher may attend a preliminary hearing at which time he/she shall be presented with the evidence against him/her and shall be allowed to make a preliminary response in his/her own defense if he/she so wishes; and/or
  - 5.313.5 The teacher may respond either in person or in writing to refute the evidence against him/her, in addition to the opportunity for defense provided in Section 5.313.4 above;
  - 5.313.6 The finding of the hearing officer has been presented to the Association and the teacher and, as a part thereof, the hearing officer has indicated how long and to what extent the disciplinary action, if any, shall be effective;
  - 5.313.7 The teacher has been given the opportunity to append to any finding whatever statements he/she may wish to make.
  - 5.313.8 Failure of a teacher to respond may result in a decision by default. A decision by default shall be reconsidered only for reasonable and just cause.
- 5.315 The appropriate administrator(s) may confer with teachers in order to investigate facts or allegations in cases that may result in disciplinary action.
- 5.316.1 Any disciplinary action imposed by the Board on any teacher may be processed as a grievance. If such action includes demotion or discharge of a tenured teacher, all of the provisions of the Michigan Teachers' Tenure Act shall apply. The grievance may be initiated at the second step (Superintendent) of the formal grievance procedure and appeal therefrom shall be to the Tenure Commission instead of to arbitration as provided below:
  - 5.316.2 If the teacher is eligible to appeal the decision to the Tenure Commission and wishes to appeal to arbitration instead, he/she shall not file a claim of appeal with the Tenure Commission within twenty (20) days after receipt of

written notice of the Board's decision to proceed upon the charges, as provided by Sections 4 of Article IV of the Michigan Teachers' Tenure Act (38.104). Arbitration hearings shall not be scheduled until the timelines for appeal to the Tenure Commission have expired.

- 5.316.3 If the teacher is thus ineligible for appeal to the Tenure Commission, he/she shall be entitled to appeal to arbitration pursuant to Section 4.230 of this Agreement.
- 5.316.4 The Board shall continue the teacher's normal compensation for any teacher applying for arbitration instead of appealing a decision of the Board to proceed on charges to the Tenure Commission. The compensation shall continue until the arbitrator's decision has been received.
- 5.316.5 The Board recognizes the teacher's right to request the consideration of his/her dismissal, suspension, discipline or the consideration of periodic personnel evaluations conducted by the Board of Education in a closed hearing pursuant to the provisions of the Open Meetings Act. The Board further recognizes the teacher's right to demand a closed hearing if tenure charges are being considered or pursued. The Board agrees to consider the privacy interests of the teacher, as well as its legal obligations under the Open Meeting Act or other applicable legislation in any vote to proceed on allegations, complaints, or charges or on any vote to hold a closed session with respect to the foregoing matters.
- 5.317 Demotion or reclassification for disciplinary reasons shall not be construed as involuntary transfer but shall be subjected to the procedure established in Section 5.313.
- 5.318 During the pendency of any disciplinary procedure, the Board shall have the right to remove or reassign the teacher, provided the teacher is compensated at his/her regular salary during such removal or reassignment.
- 5.319 Except for offenses which on first commission justify dismissal or cannot justify continued employment, the parties adopt the concept of progressive discipline designed to necessitate corrected behavior and agree with the concept that the severity of the infraction should determine the degree of discipline to be imposed. To that end, any complaints, observed infractions, or charges against the teacher, shall be promptly brought to the attention of the teacher, but this provision shall not be construed as negating, where appropriate, the Master Agreement itself as constituting first notice.

## 6.000 PERSONNEL BENEFITS

### 6.100 Salaries

#### 6.110 Salary Placement

- 6.111 The regular basic salary schedule for all teachers for the term of this Agreement is attached hereto as Appendix IV.

This provision shall not be construed as binding beyond the life of this Agreement.

- 6.112 Placement on the salary step upon initial hiring shall be at the discretion of the Board. In making this placement the Board shall not discriminate on the basis of race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, handicap, or political beliefs.
- 6.113 Teachers who are properly certified but do not possess a minimum of a Baccalaureate Degree shall receive the salary listed on the B.A. lane of the salary schedule, provided that no such teacher may progress beyond the seventh (7) step on the schedule without earning a degree. Such teachers shall receive all other benefits under this Agreement.
- 6.114 The parties agree that all staff in the Adult Education and Project Education staff will move a step up on the AAEEA salary schedule at the beginning of the 1999-2000 school year. In addition if any of the staff earn sufficient credit to change lanes on the salary schedule the change shall be implemented as it is for other teachers in the bargaining unit. This agreement does not imply any movement beyond the 1999-2000 school year. Such movement shall be a subject of bargaining for a multi-year agreement.

#### 6.130 Computation and Method of Payment

- 6.131 Teachers may choose either the long (twenty-six or twenty-seven) or short (twenty-one or twenty-two) pay date options. Pay dates shall adhere without deviation to those set forth in Appendix VI, and there shall be no payment of money accumulated for the summer checks for those choosing the long pay option other than on the schedule set forth in Appendix VI. The long pay option will be automatically adjusted to provide for biweekly paychecks without interruption.
- 6.132 Continuing and returning teachers may request a change in pay date option for the school year anytime up to the last week in August by contacting the Payroll Office. Teachers who have been on leaves of absence who do not notify the Payroll Office by that time shall be placed on the long pay option.

New teachers shall be automatically placed on the long pay option, but any new teacher may choose the short pay option by submitting a request to the Human Resource Services Office on the appropriate form by 5:00 p.m. of the Friday of the second week of employment.

Changes in option by any returning teacher, made after the beginning of the last week of August, shall be made only after a request on the appropriate form is submitted to and approved by the Human Resource Services Office. The Human Resource Services Office may require that such requests be justified by changed circumstances. Such requests must be



submitted before 5:00 p.m. of the Friday of the second week of employment. Change in option shall be reflected as soon as possible after the request is approved by the Human Resource Services Office, not to exceed thirty (30) school days.

- 6.133 Teachers may have all pays deposited directly by the Board into their accounts at any Ann Arbor bank, or the Michigan Educational Credit Union. If teachers elect to have payroll checks deposited in a bank, they must specify one account. No changes in this election may be made until the following school year.
- 6.134.1 Upon request submitted to Human Resource Services on the appropriate form, the Board shall grant placement on the appropriate salary schedule, effective according to the schedule identified below. The transcript or other official statement from the granting institution, showing the change in hours or degree, must be received in the same semester as the application and the pay will be retroactive to the effective adjustment date.
- 6.134.2 For requests received prior to 5:00 p.m. Friday of the fourth week of the school year to be effective the beginning of the school year;
- 6.134.3 For requests received after the fourth Friday but prior to the last day of the first quarter to be effective the latter date;
- 6.134.4 For requests received after the last day of the first quarter but prior to the last day of the first semester to be effective the latter date.
- 6.134.5 Retroactive adjustments will be made effective the adjustment date subsequent to the application, provided the required official statement is received during the semester in which the application is made, and the work was completed by the applied for adjustment date. All adjustments shall be reflected in pay as soon thereafter as possible, but in no event to exceed thirty (30) school days.
- 6.134.6 During March or April of each school year, the Office of Human Resource Services will provide information jointly developed with the Association to each new hire in his/her first year of employment. The information will explain the criteria for salary placement and will request that the teacher check his/her contract to ensure the correct salary placement. The parties will jointly determine the most effective way to implement this provision.
- 6.135 Salary for part-time teachers shall be prorated. Elementary and Ann Arbor Open School at Mack teachers shall be paid in tenths of a full-time equivalent. Secondary part-time teachers assigned .60 FTE or more may have one scheduled released time period. Secondary teachers shall be paid two-tenths (.2) FTE for each class excluding the released time period.

For teachers less than .60 FTE, if classes and assignments are not scheduled consecutively and there is only one released time period between the classes or assignments, the teacher shall be paid for each class period, prorating the pay for each period in the school day (sevenths at the middle school and sixths at the high school).

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

6.136 When daily pay rate must be determined, it is equal to the contractual pay divided by the number of days contracted for in the individual contract with the Board. The hourly rate will be determined by dividing the daily rate by 6 hours.

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

#### 6.150 Supplementary Pay

##### 6.151 Supplemental Assignments

6.151.1 The Board shall pay to teachers, in addition to all other pay, index (or percentage) pay, for fulfilling the assignments listed in Appendix V.

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

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

- 6.151.4 In filling coaching positions, the following criteria shall apply:
1. Length and kind of coaching experience;
  2. Formal preparation, previous experience in coaching the sport, and any relevant written evaluations;
  3. Participation in the sport to be coached.
  4. Affirmative Action.
- 6.151.5 If the position is to be filled, the incumbent coach (if he/she is a teacher) will be offered the position unless there has been an unsatisfactory written evaluation. Such evaluation and any subsequent removal from such position shall be subject to the grievance procedure of the Master Agreement.
- 6.151.6 The stipulations in Sections 6.151.1 through 6.151.5 are not intended in any way to confer tenure rights or to increase the length of appointment beyond one (1) year.
- 6.152 Computation and Method of Payment
- 6.152.1 Teachers shall receive payment for short term (less than one-half semester) extra-duty work in a lump sum, in the next pay period after completion of the assignment. Other extra-duty assignment supplementary pay shall be prorated over the period of employment and shall be paid in the first pay period of the individual contract if the index pay and the assignment are known by August 1.
- 6.152.2 If a teacher receives an extra-duty work assignment of more than one-half a school semester after the beginning date of the teacher's individual contract, payment for such assignment shall begin as soon as practicable, but not to exceed thirty calendar days.
- 6.152.3 Coaches who are also teachers and who coached during the 1990-91 school year have the following options available for their coach's pay:
- A. The coach may take the pay in two lump sums during the season.
- B. The coach may take the pay spread over just the length of the season.
- C. The coach may take the pay spread over the full school year. This can be done with either the short or long pay option.
- 6.152.4 Coaches who are teachers and are newly hired as coaches beginning with August of 1991 will have the following options available to them;

A.The coach may take the pay in two lump sums during the season.

B.The coach may take the pay spread over just the length of the season.

C.The coach may take the pay spread over the remainder of the school year, commencing with the beginning of the season for which he/she is being paid.

- 6.152.5 Teachers hired for production work shall receive rates of pay as established in Appendix VIII, or released time, or a combination of released time and pay rates as individually contracted for with the Division of Instruction. Production work shall be defined as preparation or revision of unit or course guides and pay rates for development of any other instructional or institutional aids shall be individually contracted for with the Division of Instruction.

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

#### 6.200 Fringe Benefits

##### 6.210 Insurance

- 6.211.1 The Board shall provide a MESSA-PAK plan of fringe benefits for all teachers working no less than .40 F.T.E. The plan shall include options as shown in Appendix XII.

- 6.211.2 The MESSA PAK plan that includes health insurance shall provide a choice of MESSA Supercare I year-round full family hospital-surgical health insurance coverage or MESSA Choices II PPO. The deductible for MESSA Supercare I coverage shall be \$100/\$200, and the prescription drug rider for both MESSA programs shall be the MESSA Preferred Rx \$10/\$20 Prescription Drug Program.

- 6.211.4.1 For 2009-2010 and 2010-2011 the Board will provide \$12,582.13 per teacher for health benefits. For 2009-2010 any difference between the Board's contribution and the teacher's selected plan cost will be paid to the teacher in evenly distributed pays during the school year.

- 6.211.5 The Board shall offer the medical health benefits included in plans defined in Appendix XII to same sex domestic partners of teachers.

This coverage shall be subject to Internal Revenue Service Regulations and the specifications and requirements of the District's medical health insurance providers.

To be eligible the teacher must complete the verification form which is mutually agreed to by the Board and Association.

- 6.212 Each plan that provides Delta Dental Insurance shall provide full family year-round coverage with the percentage levels of coverage and maximums as described in the plans.
- 6.213 The Board shall provide to each teacher year-round group term life insurance protection with A.D. and D. with waiver of premium in the amounts specified in each plan.
- 6.214.1 The Board shall provide for all eligible teachers working 12 hours (.40 F.T.E.) or more per week, including normal preparation time, a long term disability insurance policy as specified in Appendix XII.
- 6.214.2 Any tenured teacher who resigns or retires because of physical and/or mental disability will be returned to employment with the Board in a position as a teacher if a position is available based on the teacher's certification and kind of experience, provided:
  - 1. The teacher can present to the Board a physician's report certifying the teacher as able to perform the duties of a teacher at the level of anticipated assignment. The Board reserves the right to obtain a second medical report.
  - 2. The teacher notifies the Board in writing and presents the physician's report required in number 1 above at least sixty (60) days prior to the end of the semester immediately preceding the beginning of the semester in which he/she wishes to return to the employ of the Board.
- Such right to return to the employ of the Board as provided for in this section shall extend for three (3) calendar years from the effective date of resignation and/or retirement as established by the Board.
- 6.214.3 Any increased cost of this benefit will be funded as part of the total employment cost settlement for the bargaining unit.
- 6.215.1 Each plan that provides vision insurance shall provide full family year-round coverage with Vision Service Plan 3.
- 6.215.2 Each plan that provides an annuity shall provide it in the amount specified in the plan through any of the carriers listed in Appendix VII.
- 6.215.3 Teachers who select Plan C must certify that they have health insurance from another source, and that they are aware they have the right to select it from the Board and are choosing another option.
- 6.216 The Board shall not be liable for disputes between insurance carriers and employees provided that the Board has properly transmitted insurance premiums.

- 6.217.1 For teachers new to the school system, all Board paid insurance coverage shall be effective the first day of the month following date of hire. Such teachers who are hired after the first of a month may, carrier permitting, elect immediate health insurance coverage by reimbursing the Board for that month's premium.
- 6.217.2 All teachers hired for two-fifths time (40%) or more, whose initial employment began with the 1978-79 school year or later, shall receive the same fringe benefits as full-time teachers but on a prorated basis. Teachers hired for less than two fifths (40%) time shall receive no fringe benefits except sick leave on a prorated basis.
- 6.218.1 Teachers may make changes in fringe benefit options during the last month of the school year for the period beginning July 1st of that year, with specific dates to be mutually agreed upon and announced each year. Deductions for tax deferred annuities may be changed at any time during the year, subject to Federal Regulations.
- 6.218.2 Teachers losing outside insurance coverage may change their Board provided insurance options accordingly at any time.
- 6.218.3 Teachers who work either semester during a school year will have their July and August fringe benefits paid, provided they have notified the District that they are returning at the beginning of the following school year and provided that they re-enroll for fringe benefits prior to July 1st of the year in question.

If a teacher gives official written notice, at least 85 work days prior to the last day of school, of intent to retire or resign at the end of the school year, and if, for the months of July and August of that year, the teacher is not receiving a pension through the Michigan Public School Employees Retirement Fund or is not eligible for medical benefits through another source, the Board agrees to pay for the teacher's insurance benefits for the months of July and August of that year.

#### 6.220 Health Services

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

6.222 The Board shall reimburse to the teacher the full cost of any other tests or physical exams required by State or Federal statute.

6.230 Terminal Leave Pay

6.231 Terminal leave pay shall be granted to any teacher who is hired and commences work with the Board on or before June 13, 2003, or to his/her estate, when he/she retires from employment with the Board or dies during employment with the Board. Pay shall be at the rate of one percent (1%) of the highest regular contractual salary and all other earnings that are provided for the Master Agreement earned by that teacher in the twelve month period that immediately precedes the retirement, or in a twelve month period with higher earnings, as identified by the teacher, times the number of full-time equivalent years that teacher has been employed, and has commenced work with by the Board as a teacher up to and including June 13, 2003, subject to the following conditions:

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

6.233 To be eligible for terminal leave pay, a teacher must have been employed, and commenced work, as a teacher with the Board on or before June 13, 2003, and for a minimum of five (5) of the six (6) years (or at least one semester per year for ten (10) of the eleven (11) years) immediately prior to death or retirement; and if retiring, must be qualified to receive retirement benefits under the provisions of the Michigan Teachers' Retirement Act. Sabbatical leaves, but not other leaves, shall be counted in determining years or semesters of employment.

6.234 Terminal leave pay shall be paid in full to an eligible teacher upon retirement or to his/her beneficiary named in writing to the Board, or in default thereof to his/her estate, upon his/her death. A teacher on a paid leave of absence with a contractual obligation to return to the Ann Arbor Public Schools shall be considered as under contract. If a teacher gives official written notice of intent to retire or resign at least 85 work days prior to the last day worked, the Board agrees to allow the teacher to utilize terminal leave pay to purchase any service credits allowable by the Michigan Public School Employees Retirement Fund during that final period of service to the school district.

6.240 Tax Exempt Payment Programs

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

#### 6.250 Worker's Compensation

- 6.251 The Board shall cover all Teachers under the Michigan Worker's Compensation Act. Teachers receiving payment for claims under the Act shall be paid the difference between such payments and their normal daily rate of contractual take home pay. No deductions from a teacher's accumulated sick leave shall be made for absences due to any occurrence covered by the Michigan Worker's Compensation Act. The supplement of Worker's Compensation by the Board shall continue for a maximum of five (5) years for any individual teacher.
- 6.252 No deductions will be made for the first five workdays of absences due to physical injury or disabling physical symptoms that are the result of student assaults on teachers, or which are incurred while physically intervening in fights. The teacher must be in compliance with section 4.523 in order to receive these days. The Board may employ the same medical examination procedures provided for Workers Compensation absences. The Board shall provide the first twenty-one (21) days in each year to be used under these circumstances. If the number of days exceed twenty-one (21), the days will be provided from the Sick Leave Bank, using the procedures identified in Appendix IX.

#### 6.300 Leaves of Absence

##### 6.310 Sick Leave

- 6.311 The purpose of the following provisions is to permit teachers, because of illness, injury, or physical disability of themselves, members of their families, or others for whom they have a close responsibility, or death of persons closely associated with them, to be absent from scheduled work days without loss of pay or benefits to the extent of sick leave credits available to them.

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



or ten (10) school days in any twenty (20) day period. In case of suspected abuse the district may require a physician's verification at any time. The Association shall immediately be notified of each case.

6.312 Each teacher shall notify the Board, by the appropriate method established, of his/her absence on a sick leave day as soon as possible, normally one and one-half (1 1/2) hours before his/her duty day is to begin. Length of absence in excess of one day, if ascertainable, shall be stipulated, and renewal of absence shall follow the same notification process. Renewal of absence shall, when reasonably possible, be made in time to permit action to retain the same substitute for the following day. Any teacher who reports for work after having given notice of absence shall have an amount equal to the amount received by the substitute teacher deducted from his/her pay. Any teacher who fails to notify the Board of sick leave or renewal of sick leave shall be subject to discipline as provided for in Section 5.211, exclusive of the continued or repeated limitations on docking, or Section 5.313.1.

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

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

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

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

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

6.318 Teachers may use sick days for purposes of participating in recognized religious holidays of the teacher's personal faith. If a teacher has exhausted both his/her personal sick leave and personal leave days, and wishes to take a leave day(s) for (a) recognized religious observance(s), she/he is entitled to use up to three (3) days from the Common Sick Leave Bank by notifying the bank at least one week in advance of the observance day.

6.320 Common Sick Bank

- 6.321 At the beginning of each regular school year, each member shall donate a number of days equal to 10% of their annual allotment (6.313) pro-rated for part-time teachers, to a Common Sick Leave Bank to be administered by the Human Resources and Legal Services Office. The initial yearly contribution will not exceed 1200 days. If the total days donated exceed 1200 days the excess days will be returned to the members' individual sick leave banks in reverse seniority order (least senior first) until the initial contribution is 1200 days. Any days remaining in the Sick Leave Bank at the end of any school year shall be carried over to the next school year.

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 Employer and the Association for any decisions they make provided those decisions are consistent with mutually approved guidelines for the operation of the Sick Leave Bank and within the law. The decisions of the Committee will be final, and not subject to the grievance procedure described elsewhere in this Agreement.

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

- 6.322 In the event the Common Sick Leave Bank becomes exhausted, a teacher may receive additional sick leave credits through the Common Bank as a result of contributions from teachers who have accumulated eighty-five (85) or more individual sick leave credits. Contributors may add up to ten (10) days of their accumulated sick leave credits to the Common Bank in this circumstance. Teachers who are retiring are allowed to contribute 10 days of their accumulated sick leave credits to the Common Bank.

- 6.323 In the event that contributions in Section 6.322 become exhausted, eligible members may donate an additional five days.

6.330 Personal Leave Days

- 6.331 Each teacher shall be entitled, each year during his/her regular employment period, to be absent without loss of pay or other benefits from scheduled work for two (2) days for

personal reasons. These days shall be taken in increments of full or half-days only.

For part-time teachers, the prorated personal leave allotment shall be no less than the number of hours in one of his/her workdays.

6.332 A teacher planning to use a personal leave day shall notify his/her appropriate Principal or Director or Department Head by noon of the preceding day and ascertain that his/her absence will be covered by a substitute or other arrangement, except in case of emergency. Teachers shall not be required to explain the reasons for any request for a personal leave day.

6.333 Personal leave days shall not be construed as vacation days or random leisure days. A teacher shall not be granted a personal leave day on a day immediately before or after a holiday, vacation period, or during the first or last week of the school year except in cases of provable emergency.

6.334 The Assistant Superintendent for Human Resources and Legal Services may grant additional personal leave days without pay on an individual and emergency basis at his/her discretion.

6.335 Unused personal leave days shall be added to the individual teacher's accumulated sick leave upon the completion of each school year.

#### 6.340 Foreign and Domestic Exchange

6.341 The parties encourage foreign exchange of teachers through the U.S. Office of Education and domestic exchange through professional, school and state organizations. Accordingly, the Board may approve, subject to conditions hereinafter stated, such exchanges provided: the outgoing teacher is on tenure; the incoming exchange is qualified for an available position; and the exchange is for one full school semester or year.

Teachers leaving on an approved exchange shall receive the same salary and other benefits, during the exchange, as they would have received had they remained in the Ann Arbor Public Schools.

#### 6.350 Governmental or Professional Association Service

6.351 The Board will approve a leave of absence for any teacher on tenure, without pay or other benefits, for:

Up to one (1) full school year for full-time service in any elected or appointed governmental position, including service with VISTA, the Peace Corps, National Teaching Corps, or similar agency, and

Up to one (1) full school year for full-time service with any educational, library or recreational association of

recognized professional standing, exclusive of the MEA, NEA or other such organization; leaves for service with these organizations are provided for in Section 6.382.

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

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

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

#### 6.360 Court Appearances

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

- 6.362 Teachers subpoenaed as witnesses in any court action, excluding character witness, will not be penalized in loss of pay, sick days, or other benefits for such absences. The Board shall pay such teachers the difference between the money received as witnesses and the teacher's normal rate of pay.
- 6.370 Pregnancy, Maternity or Child Care Leave
- 6.371 Any pregnant teacher may use the negotiated sick leave benefits for the period of physical disability due to pregnancy (normally six (6) weeks).
- 6.372 Any teacher who has been employed by the district for the preceding twenty-four months will, at his or her request, upon reasonable notice and consistent with the requirements established in Section 6.371, be granted an unpaid maternity or child care leave by the Board because of pregnancy or adoption of a child. The teacher may request a leave of up to but not more than twelve (12) months provided that the leave terminate at the conclusion of a semester. The Board shall grant short term leaves of absence under this provision when the period of absence does not further complicate the disruption of continuity of service to students.
- 6.373 A teacher who is granted an unpaid maternity or child care leave by the Board pursuant to Section 6.372, shall be entitled, upon sixty (60) days notice, to return to employment with the Board at the expiration of the agreed upon leave. Failure to supply such notice shall relieve the Board of any obligation to return the teacher to work.
- 6.374 If the length of maternity or child care leave granted becomes unnecessary for any reason, the Board shall be liable to return a teacher to work prior to the termination of such leave only upon the teacher's written request and when the first position for which the teacher is certified becomes available; such teachers shall have no right to transfer prior to the conclusion of the school year during which they are so reassigned. A physician's verification of ability to return to work may be required.
- 6.380 Other Leaves
- 6.381.1 The Board shall approve a leave of absence for any teacher on tenure for two (2) school years without pay or other benefits provided the request for the leave is made by May 1. Two (2) year leaves requested after May 1 may be granted when it is mutually agreed that the leave would be beneficial to the District and the teacher. The Board may limit the number of leaves granted and/or deny a leave request from within any department or program when granting the leave(s) would seriously disrupt the Department or program. Reasons may include health, study, mutually agreed upon travel, or work experience or other reasons. The Board may extend such leave for an additional school year in accordance with the Michigan Teachers' Tenure Act

but this extension will only entitle the teacher to a position in the District to which he/she is certified and qualified.

- 6.381.2 Teachers granted a leave of one (1) year, provided that they return upon expiration thereof, are guaranteed the same position if it continues to exist and was filled by a teacher on temporary assignment as provided in Section 7.915. Reductions in work force which affect a position currently being held by a teacher on temporary assignment shall be considered as though the teacher on leave currently occupies the position. However, if such consideration leads to that position being retained, it shall not be occupied by the teacher on temporary assignment unless all continuing contract teachers who are certified for the position are also being retained.
- 6.381.3 Leaves for one semester may be granted by the Board without pay or other benefits for reasons specified in Section 6.381.1 when it is mutually agreed that the leave would be beneficial to the District and the teacher. In addition to the factors indicated in Section 6.381.1 the Board will consider other items, i.e., disruption to students, effect of the leave on the immediate quality of the program, availability of a qualified replacement.

Teachers granted a one semester leave, provided they return upon expiration thereof, are guaranteed the same position if it continues to exist and was filled by a teacher on temporary assignment. If the Board fills the position behind the teacher on a leave of absence with a contract teacher not on a temporary assignment, the teacher returning from leave shall be entitled to a position with the District for which he/she is certified and qualified and in accordance with the Teachers Tenure Act. If the position was filled by a teacher on temporary assignment the teacher's return to his/her original position may be deferred by up to one (1) semester when such deferment will minimize the disruption to students. At the end of the deferment period the teacher will be returned to his/her original position if it continues to exist. When a teacher is deferred he/she will receive a one (1) semester assignment to a comparable position for which the teacher is qualified and certified.

- 6.381.4 If the position was not filled in the manner specified in Section 6.381.2 or 6.381.3, the teacher shall be guaranteed employment in the bargaining unit, subject to other provisions in the Master Agreement.
- 6.382 The Board will approve a leave of absence for any teacher on tenure, without pay or other benefits, for full-time service with the MEA or NEA. The Board may extend such leave for a second school year in accordance with the provisions of the Michigan Teachers' Tenure Act. Any teacher granted such a leave is guaranteed employment in the bargaining unit with all rights and benefits accumulated as of the time such leave commenced, provided

he/she returns upon the expiration of the leave or extension of the leave.

- 6.383 The Board may, in its sole discretion, grant teachers such other leaves of absence upon such terms and conditions as it deems appropriate.
- 6.390 Conditions of Leaves Pursuant to Sections 6.341, 6.351, 6.371, 6.381, 6.382, and 6.383.
- 6.391 Insofar as possible, the application therefore shall be submitted to the Board a sufficient time in advance of the proposed absence to give the Board a reasonable opportunity to arrange for an appropriately qualified replacement for the departing teacher and to evaluate the application if made pursuant to Sections 6.381 and 6.382, above. The Board shall expect all requests for such leave to be submitted, insofar as possible, prior to the end of the school year preceding the semester(s) in which the leave will commence.
- 6.392 Each teacher on an approved leave shall keep the Human Resource Services Office apprised of his/her current address. The teacher shall notify the Board, in writing, at least sixty (60) days prior to the end of the semester immediately preceding the expiration of the leave, if he/she intends to return to employment with the Board upon such expiration. The Board shall notify any teacher who fails to supply such notice that such failure will result in termination of employment by the Board. Failure to respond to such notice within ten (10) calendar days of initial attempted delivery shall relieve the Board of any obligation to return the teacher to work.
- 6.393 The Board may limit the number of leaves granted to any individual teacher over time. The Board may also limit the number of less than one (1) year leaves to a reasonable number in all circumstances, but otherwise the granting of any leave shall not prejudice the recipient's status with respect to any other leave. Nothing in this Agreement shall be construed as requiring the Board to hold a particular position for any teacher after 18 weeks on any type of leave of absence. Teachers will return from leave at their rate of pay: 1) to an open position for which they are certified and qualified, 2) long term sub position if available, or 3) daily sub assignments.
- 6.394.1 Leaves of Absence, excepting those pursuant to Sections 6.353 and 6.370, but including those pursuant to Section 4.900, shall be for at least one semester but for no more than two semesters. The Board may extend such leave for an additional school year in accordance with the Michigan Teachers' Tenure Act. Such leaves shall terminate only at the conclusion of a specific semester and the Board shall be liable to return a teacher to work prior to the termination of the agreed upon leave only upon the teacher's written request and provided a position for which the teacher is certified is available; teachers so placed,

however, shall have no right to transfer prior to the conclusion of the school year for which they are assigned.

6.394.2 If, at the time a teacher is scheduled to return from a leave of absence, the Board is carrying out a necessary reduction in personnel pursuant to Section 4.811, the returning teacher shall be assigned or laid off in accordance with Section 4.813; such teacher's experience shall be his/her experience at the time the leave commenced, except as specifically provided in other provisions covering the type of leave taken, but certification and degree shall be determined as of the scheduled date of return.

6.395 Teachers who take leaves of absence under the provisions of the Family and Medical Leave Act of 1993, shall be entitled to all benefits provided under the act if they are eligible and qualified for such benefits.

#### 6.400 Continuing Education

6.411 Any teacher may enroll on a non-fee basis in any one established course of his/her choice per year offered by or through the Board's Community Education and Recreation Department. The teacher shall, however, pay any charges for material consumed.

6.412 When interest is expressed by enough teachers to fill one section of twelve (12) of a new course offering, such courses will be established by the Board in its adult evening school when practicable.

6.414 The Board shall arrange for free in-service and materials for any teacher who is required to acquire or renew water safety instruction, lifesaving, first aid, or CPR certification(s).

#### 6.500 Professional Education Conferences

6.511 The Board shall budget in the building curriculum planning fund up to the equivalent of \$1.00 per child to be used for obtaining substitutes to permit teachers to attend conferences and participate in visitation days. Use of such funds shall be determined jointly by the building faculty and principal, including extent of expense reimbursement, if any, and be approved by the Division of Instruction.

6.512 Teachers requested by the Board to attend educational conferences shall be fully reimbursed for such expenses in accordance with District rules and regulations.

#### 6.600 Other Benefits (Athletic Activities)



- 6.611 Teacher attendance at extra curricular activities is voluntary. If tickets are available, the Board shall provide, upon request, free admission for any teacher and immediate family for all Senior High School Interscholastic Athletic events.

## 7.000 PERSONNEL CONDITIONS OF WORK

### 7.100 Teaching Assignments

#### 7.110 Certification

- 7.111 Teachers in the Ann Arbor Public Schools shall be properly certified.
- 7.112 A teacher whose provisional certificate expires before he/she completes the required academic hours for a professional education certificate, if reemployed by the Board, shall remain on the step of the salary schedule attained the previous year until such time as the requirement is met.
- 7.113 Teachers shall not be assigned outside the scope of their teaching certificates and their highly qualified status.
- 7.115 Teacher Schedules
  - 7.115.1 All assignments, including those at non-public schools, shall be incorporated into the published schedule of the teacher.

#### 7.120 Special Education

##### 7.121 Student Placement

- 7.121.1 The parties recognize that children having special physical, mental or emotional problems may require special assistance and/or specialized classroom experiences and that their presence in regular classrooms may place extraordinary demands upon teachers.
- 7.121.2 Teachers who believe that students referred to in Section 7.121.1 are assigned to their classrooms shall present their specific observations to the principal and other appropriate building personnel. The principal shall apply for appropriate diagnostic services from Student Support Services, and shall be expected to assist the teacher with the student to the extent building resources reasonably and appropriately permit.
- 7.121.3 Once Student Support Services concurs with the need for further diagnostic evaluation, an Individualized Educational Placement Committee, as provided by the state law, shall within one month (unless not otherwise possible) be convened for the purpose of determining the student's physical, mental, or emotional problem and to plan for the student's proper placement and/or other assistance. No student will be formally or officially deemed in need of special assistance and/or specialized classroom experiences

under the Mandatory Special Education Act unless and until the Individualized Educational Placement Committee (IEPC) so certifies.

- 7.121.4 Within each building, the Board shall make every reasonable effort, during the initial scheduling and on an ongoing basis, to equally distribute disabled students, who are in the same grade level or in a specific class, among all sections of that grade or class.
- 7.121.5 To assist in monitoring the above-mentioned efforts, the Board shall make every reasonable effort during the first week of classes to notify teachers of students who have been certified for special education status.
- 7.121.6 The Board shall involve receiving teachers at the elementary level, and representatives of receiving teachers at the secondary level and Ann Arbor Open School at Mack in discussions about placement of severely disabled students or students who need medical or toileting procedures.
- 7.121.7 If a severely disabled student is to be placed in a regular education classroom, the receiving teacher may request a meeting to discuss possible support for that teacher, including but not limited to the following possible items: lowering of class size, assignment of a teacher assistant, provision of both individual and group planning time, and the provision of both extra materials and equipment. The parties who will attend such meetings are: the teacher, a representative of the Human Resource Services office, the building administrator, and a representative of the Student Support Services Department.
- 7.121.8 If a teacher receives a student who is certified as disabled, attempts to work with the student, and concludes that the assignment or placement may be inappropriate, she/he may request a reassignment or the reconvening of the Individualized Educational Plan Committee (IEPC) to reconsider the appropriateness of the placement. Such a meeting will be held within three (3) weeks of such request, provided that such timeline is in compliance with state law and regulations, and provided that the resources and staff are available. Other activities that are necessary for the IEPC to deal with the issue shall take place within that same time period, provided the resources and staff are available.
- 7.121.9 The following information shall be made available on site to teachers who are receiving students who have been certified as disabled: 1) resources and consultation that are available, 2) training needs for staff, 3) effective behavior management techniques with that student, 4) assessment procedures to evaluate the appropriateness of the placement, and 5) recommendations for the most effective teaching styles with the student.
- 7.121.10 When consultation and/or planning for (a) students(s) is/are necessary between regular and special education teachers, they will meet at a mutually agreed upon time.

The Association will be available to assist in cases of disagreement.

- 7.121.11 If a student who needs assistance with medical and hygienic functions is to be placed in a regular classroom, the receiving teacher may request a meeting to assess the need for assistance. This assistance could include but is not limited to the following possible items: assignment of up to a full-time teacher assistant, lowering of class size, provision of both individual and group planning time, and the provision of both extra materials and equipment. The parties who will attend such meetings are; the teacher, upon request of the teacher a representative of the Association, a representative of the Human Resource Services Office, the building administrator, and a representative of the Student Support Services Department.
- 7.121.12 If a teacher with an inclusion student who has a history of violent physical outbursts, is having difficulty with the absence of a second adult, and the matter is not being resolved satisfactorily at the building level, the teacher may request a meeting with the principal, a representative from the Human Resource Services office, and a representative from Student Support Services to attempt to resolve the problem. The teacher may also request a representative from the Association to be present.

#### 7.122 Section 504 Students

- 7.122.1 The Board shall involve receiving teachers at the elementary level and representatives of receiving teachers at the secondary level in discussions about placement of students who are certified as disabled or who have qualified for Section 504 accommodations. If placement demands don't allow time for such discussions prior to placement, the discussions shall be held as soon as possible after the placement is known. The purpose of the discussion is to provide information to the receiving teacher(s) and get information regarding the conditions of the classroom(s) where the placement is contemplated pertaining to the appropriateness of the placement.
- 7.122.2 Teachers shall not be assigned as case managers of students who are or may be qualified for Section 504 accommodations.
- 7.122.3 Teachers shall be notified of students who have Section 504 plans and are assigned to their classes at the beginning of each course or at the beginning of the school year.
- 7.122.4 Unless there is a programmatic need, a reasonable effort shall be made within each building to equally distribute Section 504 students who are at the same grade level or in a specific class, among all sections of that grade or class.
- 7.122.5 Section 504 planning sessions shall be scheduled at a time when the student's teacher, or a representative of teachers at the secondary level, can be present.

7.123 Weighted Count

7.123.1 Each student who is certified as disabled on Teacher Consultant and/or Resource Room caseload and assigned to a regular elementary classroom or to an Ann Arbor Open School at Mack regular classroom one-half (1/2) time or more shall be counted as two (2) students for the purposes of computing overage. (See Joint Educational Needs Committee MOA).

7.123.2 Each student who is certified as disabled shall be counted as two students for purposes of computing overage at the secondary level subject to agreed limitations. Weighted count is not used for purposes of determining initial building staffing FTE allocation and class size staffing plans, however it is used for determining overage. (See Joint Educational Needs Committee MOA).

7.124 Inservice

7.124.1 The Board shall provide at least five (5) in-service opportunities each year on topics dealing with accommodating disabled students in regular classrooms. These opportunities shall be in addition to any regularly scheduled in-service days.

These sessions may be held at any time. Teachers shall not receive additional compensation for attendance at these in-service opportunities.

7.130 Class Size

7.131 Elementary

7.131.1 At the elementary school level and at Ann Arbor Open School at Mack, excluding kindergarten, every attempt will be made to staff each regular classroom within the targets below:

<u>Grades</u>	<u>Target</u>
K	20
1-2	22
3	24
4-8	27

7.132.1 At the elementary level and Ann Arbor Open School at Mack staffing teacher FTE will be first predicated on class size "targets".

Deviations from these class size targets may occur to reduce the number of split graded sections as the result of collaboration between administration and building staff.

- 7.132.2 Any time an elementary instrumental music class size exceeds twelve (12) with three instruments, or fifteen (15) with two instruments, the teacher will meet with the principal to determine if there is a problem, and, if so, to attempt to resolve the situation. In the event they are unable to resolve the matter, they shall meet with the Music Coordinator to seek her/his assistance. If the group still cannot find a satisfactory resolution to the situation, they shall seek the assistance of the Assistant Superintendent for Curriculum and Instruction and the Association leadership. This provision is not intended to establish a maximum class size.
- 7.133 At the elementary level and at Ann Arbor Open School at Mack, a proposal for grade and class configurations for the following year shall be developed jointly by the professional staff and the building principal and approved by the building principal. In that process, the staff and principal shall make every effort to configure a plan that reflects class size targets (which should not be considered maximums or minimums) and does not exceed the total staff FTE allocation to the building.
- 7.134.1 Class size, for purpose of the overage payments as required in Section 7.134.3 and 7.134.4, shall be determined by the number of students enrolled in each class on the official State count days. In order to receive payment for the overage, requests must be submitted to the building principal no later than one (1) work week after the count day.
- 7.134.2 Class size for the purpose of overage payments (includes weighted count) in the elementary schools and at Ann Arbor Open School at Mack shall not exceed twenty-eight (28) in grades 1-2 and thirty (30) in grades 3-8.
- 7.134.3 When class sizes in any elementary classroom, including special area classrooms, exceeds these maxima by up to two (2) additional students, an overage payment of \$300 per student per semester shall be made to the teacher. Kindergarten teachers shall receive an overage payment of \$150 per half-day student per semester. These amounts shall be increased beginning in 2004-05 and thereafter by the same percentage increase applied to the salary schedule.
- 7.134.4 Class size may extend beyond those described in Section 7.134.3 only when:
1. The classroom teacher consents to each additional student, and
  2. A half time teacher assistant is provided for that class and affected special classes, or
  3. An overage payment as described in Section 7.134.3 is made to the teachers.

- 7.134.4.1 When actual headcount in any kindergarten section exceeds twenty-three (23), a teacher assistant will be provided for that section upon request of the teacher.
- 7.134.5 This does not include experimental, innovative or team teaching situations that have been jointly decided upon by the building professional staff and the building principal, and which may result in the instructional groups of varying size for portions of the school day.
- 7.134.6 In instances where a teacher exercises his/her right to decline additional students as provided in Section 7.134.4, and the administration has no other feasible remedy to the problem, representatives of the Board and the Association shall meet with the teacher and building administrator to explore ways to resolve the problem.
- 7.134.7 A reasonable effort shall be made not to allow classes to go over the class size targets. To that end, classes of the same grade level shall be equalized wherever possible.
- 7.134.8 A half-time assistant will be added at grades one (1) - three (3) when the actual student headcount is thirty (30) or greater upon request of the teacher. This provision may be waived by the Board in the event of a reduction in personnel.
- 7.134.9 When the number of students on Teacher Consultant or Resource Room caseloads in an elementary class is five (5) or more, co-teaching may be considered to provide additional support. Section 7.131.1 (Class size targets), Section 7.134.3 and 7.134.4 (regarding overage pay) will not apply to co-teaching arrangements. Any co-teaching arrangement must be voluntary. A written framework outlining the expectations of both teachers and the principal must be in place before the co-teaching begins. Co-teaching agreements will be one year in duration.

7.136 Middle School

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

7.136.1

Art.....	30
World Language.....	30
Science.....	30
Social Studies.....	30
English.....	30
Math.....	30
Algebra I.....	33
Algebra A.....	30
Math Support.....	18
Speech.....	30
Physical Education.....	40
Strategies.....	18
Life Skills .....	27
Tech Ed.....	Work Stations

English as a Second Language.....	17*
English as a Second Language.....	25
(If homogenously grouped according to language levels defined by state as assessed by ELPA).	
*If blocked instructional time the class size should be 25.	
Health.....	30
Swimming**.....	30
Computers.....	. . .Work Stations
Music Ensembles.....	Based on room capacity
Guitar.....	25
Reading Intervention .....	18

\*\*Required to maintain current Water Safety Instruction (WSI).

- 7.136.2 Class sizes within the limitations above will be determined by the nature of the program and the learning stations available. The determination of program, consistent with this Agreement, shall remain the responsibility of the Board.
- 7.136.3 If new courses are recommended for approval to the Board during the life of this Agreement, the Administration shall offer to meet with the Association to consult on the appropriate class size prior to presentation to the Board.
- 7.136.4 With the exception of co-taught classes, full year classes will be balanced within 4 students no later than the first two (2) weeks of the school year. A reasonable effort will be made to assign students equally during the school year with the understanding that this is not always possible. The Board and the Association agree that there are valid reasons why classes cannot be equalized. These reasons include, but are not limited to considerations of racial or gender balance, special education, maturity, and achievement levels. Consideration shall also be given to equalizing sections of the same class during the school day whenever feasible.
- 7.136.5 Co-taught classes (one general education and one special education teacher) shall be exempted from special education student weighted requirements of Section 7.123.2 of this Master Agreement. Any co-teaching arrangement must be voluntary. A written framework outlining the expectations of both teachers and the principal must be in place before the co-teaching begins. Co-teaching agreements will be one year in duration.

- 7.137 High School  
High School level class size limits shall be 33, except as specified differently below:

7.137.1 English

Reading Intervention.....	18
English as a Second Language.....	17*
English as a Second Language.....	25
(If homogenously grouped according to language levels defined by state as assessed by ELPA).	
*If blocked instructional time the class size should be 25.	
Short Readings.....	29

Modern Readings.....	29
Composition.....	29
Creative Writing.....	29
Stagecraft.....	29
Television and Radio Production.....	29
Acting.....	29

#### Career and Technical Education

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

Health Sciences Technology.....	25
COE/Work Study.....	11 - 20 per .2 FTE*
Home Building.....	15

Class size for computer based courses will depend on work  
stations available.

\*Weighting of IEPC students shall not apply.

#### Social Studies

Humanities(lecture).....	132
Humanities (seminar).....	33

#### Math

Algebra 3 <sup>rd</sup> s, 4 <sup>th</sup> s, or 5 <sup>th</sup> s segments.....	29
Geometry 3 segments.....	29
Algebra II 3 <sup>rd</sup> s, 4 <sup>th</sup> s, or 5 <sup>th</sup> s segments .....	29
Algebra I and II Support.....	18
Geometry Support.....	18
Senior Advanced Math.....	29
Integrated Algebra.....	20

#### Science

Ecology-Resource Management .....	29
Conceptual Physics.....	29
Science Inquiry.....	29
Photography.....	29

#### World Language

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

#### Art

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

#### Music

Music Ensembles.....	Based on room capacity
Piano.....	25
Voice.....	25
Guitar.....	25
Music Appreciation.....	41



Wind and Percussion Workshop (Varsity Band)..... 50

Physical Education

Classes..... 35  
Beginning-Intermediate Swimming .....30  
Diving .....25  
Water Safety .....25  
Lifesaving .....30  
Sport Medicine .....33

PCP..... 15

CHS Forum.....24 Per .2 F.T.E.

English as a Second Language for Adults (where individual  
classes are not multi-level)..... 35

GED Preparation.....30

- 7.137.2 If new courses are recommended for approval to the Board during the life of this Agreement, the Administration shall offer to meet with the Association to consult on the appropriate class size prior to presentation to the Board.
- 7.137.3 Co-taught classes (one general education and one special education teacher) shall be exempted from the special education student weighting requirements of Section 7.123.2 of this Agreement. Any co-teaching arrangement must be voluntary. A written framework outlining the expectations of both teachers and the principal must be in place before the co-teaching begins. Co-teaching agreements will be one year in duration.
- 7.137.4 With the exception of co-taught classes, full year classes will be balanced within 4 students no later than the first two (2) weeks of the school year. A reasonable effort will be made to assign students equally during the school year with the understanding that this is not always possible. The Board and the Association agree that there are valid reasons why classes cannot be equalized. These reasons include, but are not limited to considerations of racial or gender balance, special education, and participation in pilot programs. Consideration shall also be given to equalizing sections of the same class during the school day whenever feasible.
- 7.137.5 Class sizes within the limitations above will be determined by the nature of the program and the learning stations available. The determination of the program, consistent with this Agreement, shall remain the responsibility of the Board.

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

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

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

7.138.1 In the event that class size maximums are exceeded in the Middle Schools and High Schools, the following amounts shall be paid to teachers: for semester courses meeting each school day or every other school day: Sixty dollars (\$60) per student over maximum; for nine-week courses meeting every school day: Thirty dollars (\$30) per student over maximum. These amounts shall be increased beginning in 2004-05 and thereafter by the same percentage increase applied to the salary schedule.

7.138.2 Class size shall be determined by the number of students enrolled in each class on the sixth Friday of each semester for semester courses and on the sixth Friday for each nine-week period for quarter-year courses.

7.138.3 Requests for payment must be submitted to the building administrator no less than one work week after the count day. Payments for overload shall be made on or before the pay period nearest the end of the semester.

## 7.200 School Calendar, School Day, and School Meetings

### 7.210 School Year and School Day

7.211 The regular school year and calendar shall be set forth in Appendix VI. Under no conditions shall the teacher contract year fail to meet minimum days and hours of instruction required by state law for qualification for full state aid.

7.212 New teachers or teachers reemployed after a lapse of two or more years may be required to participate in an orientation program scheduled by the Board. Orientation days shall not exceed five in number and shall immediately precede the reporting date for all teachers. All such teachers shall be considered employees during those days.

7.213 Teachers who are regularly employed by the Ann Arbor Public Schools and whose usual duties do not begin before the day upon which all teachers are required to report may be requested to assist in the orientation program provided that for each day such assistance is given they shall be reimbursed at their regular daily rate of pay based on the preceding year's individual contractual salary. Teachers

whose assistance is required for less than a full day shall be reimbursed for not less than the rate for one-half day, provided that a teacher whose assistance is required during both morning and afternoon sessions for any time period shall be reimbursed for the full day.

7.214.1 Middle School level Counselors and the School Court Liaison Agent shall have a regular school year five (5) days longer than classroom teachers. High School level Counselors shall have a regular school year fifteen (15) days longer than classroom teachers unless a vacancy is posted for a part-time position with pro-rated time requirements. The extra time is to be worked during the summer at times mutually agreeable to them and their respective administrators. At Ann Arbor Open School at Mack, full-time counselors shall have a regular school year five (5) days longer than classroom teachers. Part-time counselors at Ann Arbor Open School at Mack shall have the number of days pro-rated based on the Counselor's FTE as a counselor. Additional time may be granted with mutual approval of the Counselor, the respective administrator and the Office of Human Resource Services. Any such additional time not compensated through the supplemental payment index as specified in Appendix V shall be compensated at the Counselor's per diem rate.

7.216 The regular school day shall be maintained at Elementary, Ann Arbor Open School at Mack, Middle and High School levels, as set forth in Appendix VI, plus the reporting time as specified in Section 7.217. Teachers shall have a duty free lunch period in accordance with the daily schedules appearing in Appendix VI, Section 7.217.3, and Section 7.423 through 7.427. The duty free lunch period shall be forty eight (48) minutes, occurring between 11:00 A.M. and 1:20 P.M. Ann Arbor Open School at Mack teachers shall continue with a forty (40) minute lunch period. Teachers may be asked to assist during the lunch period, on a rotating basis, during an emergency.

7.217.1 All High School teachers assigned to a school building full time shall be required to be in the building not more than fifteen (15) minutes prior to the beginning of the teacher's day, provided students are regularly scheduled at the beginning of the teachers' day, and fifteen (15) minutes after the end of the teachers' day, provided that students are regularly scheduled until the end of the teachers' day as defined in Appendix VI. If the day begins prior to 7:45 A.M., the time shall be ten (10) minutes before the beginning of the teachers' day.

7.217.2 All Middle School teachers assigned to a school building full time shall be required to be in the building not more than fifteen (15) minutes prior to the beginning of the teachers' day, provided students are regularly scheduled at the beginning of the teachers' day, and twenty (20) minutes after the end of the teachers' day, provided that students are regularly scheduled until the end of the teachers' day as defined in Appendix VI.

- 7.217.3 All elementary and Ann Arbor Open School at Mack teachers assigned to a school building on a full-time basis shall be required to be in the building not more than twenty (20) minutes prior to the beginning of the morning session. Each building safety plan will continue to reflect "safe passage" between bus drop off and entering the school with the first bell. Supervision of students between the first and second elementary starting bell will be reflected in the safety plan. Teachers are required to be in the building two (2) minutes before the beginning of the afternoon session. Elementary and Ann Arbor Open School at Mack teachers shall not be required to be in their classrooms more than five (5) minutes before the morning session nor two (2) minutes before the afternoon session. Elementary classroom teachers may leave at the end of the day upon completing the following responsibilities:
- Walk students safely to their appropriate point of departure be it bus, parent pick-up point, etc.
  - Remain until the busses depart or parent pick-up but not later than eight (8) minutes after the school day except in emergencies situations, i.e., bus delays and inclement weather.
  - Continue to contribute to the supervision of parent pick-up time as outlined in the school's safety plan.
- 7.217.4 Reporting and ending times shall apply to part-time teachers as their assignments coincide with the beginnings and/or endings of the school day.
- 7.218 Absences of up to one full working day caused by accidents and up to one-half working day for weather conditions or other Acts of God making transportation extremely hazardous in the reasonable opinion of the Board will be excused and not treated as deductions from sick leave credits or pay, provided the teacher has notified his/her appropriate building principal or administrative head as soon as reasonably possible.
- 7.219 Teachers shall not be required to be in attendance on days when school is closed for students and make-up is required of those days.
- 7.220 School Meetings
- 7.221.1 One regular school day each week for teachers shall be extended for building, department, and Association meetings, provided that meetings shall be limited to four (4) per month for any one teacher. These meetings will be held on Wednesday unless notification is given at the beginning of the year to Building/Department staff.
- 7.221.2 The third Wednesday of each month shall be reserved for the Association, but if the Association does not intend to have a meeting, the area representative will notify the building administrator by Tuesday morning of that week. The Board may then use that meeting for other purposes.

- 7.221.3 Individual building principals and the Association Area Representatives may submit proposals to the Board and the Association for alterations in this arrangement.
- 7.221.4 Emergency meetings may be called to discuss problems of an immediate nature. In collaboration with the Association Representative every reasonable effort will be made to consider the appropriateness of such a meeting. The administration will give as much prior notice as possible, based on the nature of the emergency.
- 7.221.5 The dates of regular meetings will be announced by the Board and the Association for the school year as far in advance as possible, subject to mutually agreeable adjustments. Teachers of the Student Support Services Department shall be required to attend building meetings only if their professional service is reasonably required.
- 7.221.6 Meetings shall be kept reasonable in length, the goal being a maximum of from one to one and one-half hours.
- 7.222 The Representative of the Association and other appropriate faculty members shall meet with the principal to discuss agenda items which may be included in the regularly scheduled building meetings. Whenever possible, agendas will be distributed prior to the meetings.
- 7.223.1 Teachers may be required to attend meetings of building parent-teacher organizations, but only if their active participation therein is scheduled. Teachers may not be required to attend more than two (2) capsule nights or curriculum nights per year, and if held, both nights may not be used in the same week. This time may be used for parent conferences at the elementary level.
- 7.223.2 High School teachers at Stone School shall also be required to attend Saturday Parent Meet and Greet Breakfasts twice per year.
- 7.224 At high schools where teachers are on a staggered session schedule, principals and department chairs are encouraged to utilize a variety of ways to conduct all or parts of faculty or department meetings to accommodate the different ending times of the two groups of faculty members. However, if the principal or department chair concludes that part or all of a faculty or department meeting must be conducted with all staff present, all teachers shall be responsible for being present. In those instances, meeting lengths shall be as described in 7.221.
- 7.225 High School staff at Stone School shall meet an additional two (2) hours per week beyond other schools at times to be mutually arranged for the purpose of meetings and/or direct student support.

#### 7.300 Workload

##### 7.310 Workload Changes

- 7.310.1 Prior to any change in organization, schedule, or designation of classes, which would affect class size, workload, or duties, the Administration shall meet with the Association and negotiate these changes.
- 7.310.2 The parties agree that meeting the special needs of students is the responsibility of the Board and its employees. When students who require continuing procedures of a medical, paramedical, or personal hygienic nature such as catheterization or cleaning of catheters, suctioning and re-insertion of tracheotomy tubes, toileting procedures, tube feeding, injections, and other similar procedures, are assigned to a classroom, the receiving teacher may request a meeting with the building principal, a representative of the Human Resource Services office, a representative of the Association if requested, and, when appropriate, a representative of the Student Support Services Department. The purpose of that meeting will be to develop a plan for providing appropriate assistance to the classroom. If the parties to the meeting cannot develop a plan satisfactory to the teacher, the teacher may request an immediate reassignment. The Human Resource Services Office will make every effort to honor such a request. Such an effort shall not require additional staff or result in failure to provide services to students.

#### 7.311 Meetings

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

This language is subordinate to the provisions of Section 7.221.

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

- 7.311.2 Part-time teachers assigned .60 FTE or more shall be required to attend staff meetings. In no case will the

teacher be required to wait more than two hours for a staff meeting. They shall be responsible for learning what took place at such meetings if they do not attend. Part-time teachers shall not be required to attend after school or evening reporting to parents obligations or other functions except in proportion to their assigned time in that building.

- 7.311.3 Teachers who are assigned to more than one building shall not be required to attend staff meetings in both buildings. They shall attend staff meetings on a prearranged schedule proposed by the teacher or the building administrators and approved by all of the involved administrators. Such teachers shall not be required to attend after school or evening reporting to parents obligations or other functions except in proportion to their assigned time in that building. The method of proportioning such attendance shall be arranged with the principals in advance, and the teacher may ask for assistance if they are unable to reach an agreement on such arrangements.

#### 7.312 Innovative Programs

- 7.312.1 The following language is intended to protect teachers from increased workload from innovative practices, but in no way is the language intended to restrict professional exploration and creativity.

- 7.312.2 Teachers shall not be assigned to participate in pilots, innovative programs or approaches to teaching which also include significantly increased workload. Teachers also shall not be penalized for declining to volunteer for such programs. Such assignments can be made if the changes in workload are successfully negotiated between the Board and the Association.

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

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

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

7.320 Elementary and Ann Arbor Open School at Mack Workload

7.321 Startup Assistance

7.321.1 Kindergarten classrooms shall be provided assistance during the first one (1) week of school to help the teacher assess students and assist them in the transition to public school. The assistance may take the form of an assigned teacher assistant, an assigned noon hour supervisor during the remainder of the day, the utilization of sending partial groups to special subject classes during that period, or other methods mutually agreed upon by the teacher and the principal.

7.321.2 All first grade classrooms shall be provided with assistance during the first two (2) days when students are in attendance. The assistance shall be full-time unless a different plan is developed and approved by both the principal and the teacher. The assistance may take the form of an assigned teacher assistant, an assigned noon hour supervisor, the utilization of sending partial groups to special subject area classes, or other methods mutually agreed upon by the teacher and principal. The teacher may opt at any time not to accept assistance in the classroom.

7.322 Elementary Special Areas

7.322.1 All travel time for special subject area teachers shall be scheduled during the regular elementary day, except during the lunch time, as specified in Appendix VI (School Hours).

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

7.330 Elementary Instructional and Unassigned Time

7.331 Elementary Classroom Instructional Time

7.331.1 Student contact time for elementary teachers will not exceed 1518 minutes per week, except that student contact time for elementary vocal music, physical education, and art teachers will not exceed 1440 minutes per week. For all elementary teachers, all time beyond 1518 minutes per week will be unassigned time. Such unassigned time will be a minimum of 28 minutes per day. The maximum student contact time for special area teachers may exceed the stated minutes in order to accrue (bank) time for the purpose of end of the year procedures (see Appendix XV).

7.331.2 Classroom teachers at Ann Arbor Open School at Mack shall have no more than three hundred four (304) minutes of student contact time in any full day of instruction. Time beyond that is unassigned as described in Section 7.363.



7.331.3 Consistent with adequate supervision of students and building program needs, a ratio of one (1) teacher to two (2) classes may be arranged during recess periods, weather or space permitting.

7.331.4 All elementary school teachers' required time beyond that mentioned in Section 7.331.1 shall be unassigned time. "Unassigned time" shall be defined as time during which a teacher is expected to perform unstructured assignment oriented and/or other self-directed professionally related tasks and duties. Teachers will establish the times and places that they will be available each week for conferences or telephone contacts during the school day. Other times should be available by appointment.

Classroom and special subject area teachers whose instructional time with students is less than that mentioned in Section 7.331.1 will meet with their principals to collaboratively develop a plan to utilize the remaining allowable time in a manner that positively impacts the school's school improvement plan and efforts to improve student achievement. Examples of tasks that teachers will perform on their unassigned time include but not limited to: routine curriculum management tasks, curriculum development activities, student and/or parent conferences, instructional material management, student tutoring, and other professionally related duties. The teacher and principal shall draw upon the skills and certification of the teacher to provide needed professional services to children during this time. If the teacher and principal are unable to reach agreement, they shall notify the Human Resource Services Office and the Association, who shall send representatives to help find an agreement.

7.331.5 Part-time teachers shall have the amount of student contact time pro-rated on the total time in Section 7.331.1 and the percent of f.t.e. for which they are contracted.

#### 7.332 Elementary Specials Instructional Time

7.332.1 Special subject area classes shall be scheduled in each building using the collaborative process described in Section 7.921.1 of this Agreement. In case of a scheduling dispute, the office of elementary education and a representative of the AAEEA will mediate a final resolution.

7.332.2 Elementary vocal music and physical education teachers will not be assigned more than three (3) consecutive sections or more than 105 minutes of student contact time unless mutually agreed upon.

7.332.4 The class periods of special subject area teachers shall not be less than thirty (30) minutes long.

7.332.5 Travel time, if any, for a special subject area teacher shall be deducted from the maximum allowable instructional time.

7.332.7 Elementary media specialists may be required to provide instruction to classroom groups of students. Classroom groups may be scheduled up to: 950 minutes for 2006/07 school year, 1050 minutes for 2007/08 school year and 1250 minutes for 2008/09 school. For media specialists, minutes beyond these limits but not greater than 1518 minutes per week, will be considered as open or flexible use of the media center.

#### 7.340 Elementary and Ann Arbor Open School at Mack Clerical Assistance

7.341.1 Each elementary and Ann Arbor Open School at Mack teacher and Ann Arbor Open School at Mack counselor shall receive secretarial and clerical assistance within the constraints of Section 7.521 as described in the following provisions:

7.341.2 Typing and mailing letters and memos.

7.341.3 Typing and reproduction of materials of reasonable length for the classroom.

7.341.4 Ordering of approved supplies for the classroom.

7.341.5 Making entries in students' records from materials provided by teachers.

7.341.6 Reception and transmission of telephone messages to teachers and parents.

7.341.7 Such other clerical work as teachers may request subject to the approval of the appropriate building administrator.

7.341.8 Such assistance, however, shall not exceed fifteen (15) hours per full time equivalent teacher or counselor per year, except kindergarten teachers who shall be entitled to fifteen (15) hours per section of kindergarten per year.

7.341.9 The parties acknowledge the right of Teacher Consultants to fifteen (15) hours of clerical assistance per year per full time equivalent assignment in the buildings. If the information is confidential, the Teacher Consultant will confer with the principal, who will arrange for it to be typed.

#### 7.350 Secondary Level Workloads

7.351.1 The assigned daily workload for all Senior High School teacher's shall not exceed the time equivalent of five (5) teaching assignments regardless of the length of the class periods or number of periods in a school day, except that Section 7.353 may be invoked as necessary. Study hall shall be considered a teaching assignment. Any teaching assignment may be replaced with a non-teaching assignment. Administrative periods may be scheduled when necessary;

when departures from the regular schedule occur for such periods, time used will be deducted equally across the day.

- 7.351.2 No teacher's day at Community High School shall have a beginning to ending time of more than ten hours nor more assignments than seven and one-half hours. Forum assignment at Community High School shall consist of .2 of the regular teaching assignment with no more than eighteen (18) students under the teacher's supervision. In any event, no teacher at Community High School shall be assigned more than .3 forum with more than 27 students.
- 7.352.1 The assigned daily workload for Middle Schools shall not exceed 295 minutes per day, except as provided in Section 7.352.2, and that Section 7.353 may be invoked as necessary. Study hall shall be considered a teaching assignment. Any teaching assignment may be replaced with a non-teaching assignment.
- 7.352.2 Interdisciplinary Teams may, by consensus, self-schedule team meetings and classes in excess of the five assignments and/or 295 minutes on any given day, provided that the meetings and/or classes do not take the assignment time for any teacher above an average of 250 minutes per day for that given week, and provided that any repetitive scheduling of more than five assignments may only be implemented if the team applies for and receives advance approval from the Board and Association Negotiating Teams.
- 7.353 Teachers shall not be required to perform lunch supervision. This section does not supercede 4.512.4.
- 7.354 An individual teacher should not be required to perform assignments for more than two hundred four (204) consecutive minutes, including passing time or other breaks between classes. An assignment is defined as any class or duty to which a teacher is assigned. No teacher should be required to teach both first and seventh hours at the High Schools. (See Skyline HS MOA)
- 7.355 Classes should be scheduled into rooms with proper facilities.
- 7.356 The Board shall attempt to schedule teachers into no more than two classrooms in a building in a day, and attempt to schedule them into the same rooms for the same preparations. Whenever possible, and within the context of other priorities, schedules should be created to leave the classroom where the teacher maintains records and supplies vacant and available to the teacher for at least one of his/her planning periods.
- 7.357.1 No teacher should have more than three (3) preparations. Preparation shall be defined as a class requiring a unique course outline and significantly different materials, and shall expressly exclude teaching the same course to different grade levels.

- 7.357.2 The Board and Association agree that it is undesirable for certain high school teachers to have more than 150 students per day. The Administration will make reasonable efforts to avoid assigning more than 150 students to teachers who have classes with a class size maximum of 33 or fewer.
- 7.357.3 Monitoring to assist in this effort will occur at several times during the student class request/staffing/initial scheduling/registration and final adjustments process.
- 7.357.4 If a teacher referred to in Section 7.357.2 is assigned more than 150 students, the following assistance will be discussed with a building administrator, the teacher, the teacher's department chair and a representative of the Association:
- 1) Additional clerical assistance;
  - 2) Professional assistance, such as paper grader or lab assistant;
  - 3) A teacher assistant;
  - 4) Others.

If the parties are unable to find a mutually acceptable solution, the decision may be appealed to the Human Resource Services Office and the Association for additional help.

- 7.358 Each semester, teachers will provide students with a copy of coursework expectations, grading procedure and times when the teacher is available for conferencing. This information will be provided to parents during curriculum/capsule night in addition to any other information the teacher provides to parents.
- 7.359.1 High School teachers at Stone School are expected to serve as "SOS" teachers, offering students regularly scheduled assistance before and after school. Teachers in these positions shall be compensated as provided in Appendix V.
- 7.359.2 If scheduled, high school teachers at Stone School shall participate in a three (3) day retreat above and beyond the regularly scheduled day/year. The retreat then shall be held during the week after the end of the school year unless there is mutual agreement on an alternative time. Teachers shall be compensated for this activity as provided for in Appendix V.
- 7.359.3 High School Adult Education teachers may be required to participate in a one day or two day retreat above and beyond the regularly scheduled school day/year. If scheduled the retreat shall be during the week after the end of the school year unless there is mutual agreement on an alternative time. Teachers shall be compensated for this activity as provided for in Appendix V.

#### 7.360 Secondary Level Unassigned Time

- 7.361 All High School teacher required time beyond the time mentioned in Sections 7.351.1, 7.351.2 and 7.353 shall be unassigned time.
- 7.362 All Middle School teacher required time beyond the time mentioned in Sections 7.352 and 7.353 shall be unassigned time.
- 7.363 "Unassigned time" shall be defined as time during the contractual day, above and beyond the time mentioned in Sections 7.351, 7.352, and 7.353 during which a teacher is expected to perform unstructured, assignment oriented and/or other self-directed professionally related tasks and duties. Examples of tasks that teachers will perform on their unassigned time include: routine curriculum management tasks, curriculum development activities, student and/or parent conferences, instructional material management, student tutoring, and other professionally related activities. Teachers will establish the times and places that they will normally be available each week for conferences or telephone contacts during the student school day. Other times should be available by appointment.
- 7.365 Adult education teachers whose day is the same length as the High School at Stone School but whose calendar is shorter, shall be paid a proportional amount of salary.
- 7.370 Secondary Clerical Assistance
  - 7.371.1 Each Secondary teacher shall receive secretarial and clerical assistance within the constraints of Section 7.521 as described in the following provisions:
  - 7.371.2 Typing and mailing of letters and memos;
  - 7.371.3 Typing and reproduction of materials of reasonable length for the classroom;
  - 7.371.4 Ordering of approved supplies for the classroom;
  - 7.371.5 Making entries in students' records from materials provided by teachers;
  - 7.371.6 Reception and transmission of telephone messages to teachers and parents;
  - 7.371.7 Such other clerical work as teacher may request subject to the approval of the appropriate building administrator;
  - 7.371.8 Such assistance, however, shall not exceed fifteen (15) hours per full time equivalent teacher per year.
- 7.380 Department Chairpersons and District Chairs (See Appendix V)
  - 7.381 Administration will determine the need for a Department Chair and District Chair.
    - 7.381.1 Building Department Chairpersons shall work with the principal to schedule classes and teachers.

7.382 Department Chairpersons shall be required to observe classes only when released time is provided for that purpose.

7.383 When possible, Chairpersons in humanities shall be scheduled so that they are available during lecture hours.

#### 7.390 Study Hall

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

#### 7.400 Workload, Conditions and Benefits for Special Areas

##### 7.410 Media Specialists

7.411 The Board shall employ one media specialist who works directly with students for each 650 students or major fraction thereof. Each media specialist must possess a School Media Specialist's endorsement.

7.412 Media specialists shall have released time equivalent to that of classroom teachers in their respective buildings. Provision shall be made for the media specialist to leave the media or learning resource center during released time.

7.413 The Board shall provide adequate clerical assistance for each media center.

All elementary buildings with a student population of below 400 will receive one half-day per week of clerical support throughout the year except during the last four weeks of the school year during which the allotment will be doubled to two half-days per week.

All elementary buildings with a student population of 400 or more will receive two half-days of clerical support per week throughout the year except during the final four weeks of the school year during which the allotment will be doubled to four half-days per week.

The parties agree that any inventory tasks necessary in the professional judgment of the media specialist will be conducted through the doubling of the clerical support during the last four weeks of the school year.

Each middle school media center will be assigned .5 FTE clerical assistance. Ann Arbor Open School at Mack media center will be assigned .3 FTE clerical assistance. The principal of each school will be advised that the Board has made this commitment to the Association. This commitment includes the expectation that each school will supplement the .5 FTE clerical assistance with additional support.

- 7.414 The media specialist in each building shall be provided with office space equipped with desks, filing cabinets and computer equipment appropriate for the current media center circulation system.
- 7.416 Any use of the media center by students (regardless of the size of the group) in which the media specialist is responsible for the creation and generation of the assignment, project, or activity will constitute "instructional" time and be considered as part of the total allowable instructional time of the media specialist regardless of whether unassigned time is being provided to a classroom teacher.
- If the media specialist is providing collateral assistance (suggestion or resources, research methodology, etc.) for an assignment, project, or activity created or generated by another teacher, this will not constitute "instructional" time and will not be considered as part of the total allowable instructional time of the media specialist.
- 7.417 The duty day for media specialists shall be the same length as that of classroom teachers in that building, but the Board may shift the media specialist's duty day at the secondary schools by up to thirty minutes to provide library services before or after school.
- 7.419 Media Specialists may flex the calendar and hours (Appendix VI) on an hour for hour basis. Such flexibility shall be voluntary and any configuration of time shall be acceptable with the mutual consent of the Media Specialist, and their building principal.
- 7.420 Elementary and Ann Arbor Open School at Mack Supervision
- 7.421 Lead Teachers
- 7.422.1 The Board of Education may employ a lead teacher from among the teaching staff of an elementary school or at Ann Arbor Open School at Mack in order to insure adequate leadership and student supervision when the principal is not available. When employed in this capacity, the lead teacher shall:
- 7.422.2 Be on call each day during the student lunch period in a backup capacity to handle a problem or emergency when the principal is on duty but already involved in another problem or emergency.
- 7.422.3 Provide continuous, first-line supervisory coverage during the student lunch period for up to, but not more than, eight (8) days per school year when requested by the principal.

- 7.422.4 Assume leadership and administrative responsibility in an emergency during the instructional day when the principal is authorized to be out of the building.

#### 7.423 Elementary Lunch Supervision

- 7.423.1 The position of lunch supervision teacher(s) will be filled as an extension of each elementary school's annual safety plan. The position may be shared or rotated among staff for the purpose of providing oversight of indoor and outdoor lunch time climate consistent with the high standards for behaviors /problem-solving and conflict management expected by teaching staff during the school day. The lunch supervision teacher replaces the role of noon transition teacher. The Lunch Supervision Teacher will be paid at the BA min rate, time in this position should accrue equivalent to sixty minutes of daily pay. In no event will the allowable amount exceed 60 minutes.
- 7.424 If more than one teacher wants to share a position, the principal may approve that arrangement. If no teacher volunteers for the position of lunch supervision teacher, the principal will assign teachers by rotation. The rotation must include all teachers who are in the building on full days, excluding half-day kindergarten teachers and teachers who travel between buildings on the potential day of their assignment. No more than one position per building may be filled by this method.
- 7.425.1 The duties of the lunch supervision teacher may be shared among more than one teacher. The teachers assigned time will be determined by the safety plan and may be split among all lunch "tiers" and/or shared by more than one teacher. The duties are set forth in 7.425.2-.5.
- 7.425.2 Provide additional adult professional authority and management for the period of their employment in this role.
- 7.425.3 Monitor student behavior consistent with problem-solving and conflict management practices employed throughout the school day, provide consistent expectations for students having to do with interactive and inclusive play, address interactions that may reflect "bullying or exclusionary" behaviors exhibited by students on the playground or in the cafeteria area.
- 7.425.4 Assist with conflict management during the duty period.
- 7.425.5 Work with hourly personnel employed during lunch to address specific problem areas and behaviors along with the noon hour supervisor and the building principal.
- 7.426 The lunch supervision teacher shall not be requested or required to supervise other adult noon hour staff members.
- 7.427 If the Board employs a lunch supervision teacher it shall also employ a substitute lunch supervision teacher at the



same per diem pay rate to serve in the event the lunch supervision teacher is absent.

7.430      Nurses, Teachers of Speech and Language, and Occupational Therapists

7.431      The assigned caseload for teachers of the speech and language impaired shall not exceed sixty cases without application and approval from the State of Michigan.

7.432      The Board shall employ a minimum of five (5) school nurses, and adopt as a goal, the employment of seven (7) school nurses.

7.433      The Board shall provide adequate clerical help at the Student Support Services Office for nurses. Adequate clerical help shall be provided also in each building to which the nurse is assigned.

7.434      The Board shall make reasonable efforts to balance occupational therapist caseloads and other responsibilities at the beginning of each school year. During the year if an occupational therapist believes that his/her workload has become disproportionate compared to other occupational therapists, he/she may request a review of his/her workload by the administration. A representative of the Association may, if requested by the teacher, attend a conference between the teacher and the appropriate members of the administration to discuss the matter. A review shall consider factors such as building program and size, participation in student study teams, the estimated number of evaluations, and other factors identified by the occupational therapist or the administration. If in the reasoned judgment of the Administrator for SISS, the review reveals an inequity that can be rectified without an adverse effect on the students and the district, and within existing budgetary limitations for special education delivery services, adjustments will be made.

7.435      Nurses may flex the calendar and hours (Appendix VI) on an hour for hour basis. Such flexibility shall be voluntary and any configuration of time shall be acceptable with the mutual consent of the Nurse, the appropriate Special Education Assistant Director, and their building principal.

7.440      School Psychologists, School Social Workers, Teacher Consultants, and School-Court Liaison Agent(s)

7.441.1    The Board shall employ School Psychologists in a system-wide ratio of 1:5000 students.

7.441.2    The Board shall make every reasonable effort to adjust school psychologist caseloads and other responsibilities so that they are equitable at the beginning of each school year.

During the year if a psychologist believes that his/her workload has become disproportionate compared to other

psychologists, she/he may request a review of workloads by the administration. Such a review will include consideration of such factors as building program and size, participation in the achievement team process the estimated number of evaluations to be done, and other factors identified by the psychologist or the administration. If the review reveals an inequity, adjustments may be made.

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

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

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

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

7.443.1 School Psychologists and School Social Workers may flex the calendar and hours (Appendix VI) on an hour for hour basis. Such flexibility shall be voluntary and any configuration of time shall be acceptable with the mutual consent of the School Psychologist or School Social Worker, the appropriate Special Education Assistant Director, and their building principal.

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

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

7.446 A teacher who has a combined Teacher Consultant/Resource Room assignment will have a pro-rated case load.

7.448.1 Case management responsibilities shall be the responsibility of the primary educational service provider or primary related service provider. Case management may include, but not be limited to, oversight of the Initial Student Referral process, 3-year re-evaluation process and parent contact.

7.448.2 Teacher Consultants may be assigned to METs for:

- a. Initial student referrals for students suspected of having a disability.
  - b. Students on the Teacher Consultant caseload as a result of thirty (30) day placements, and;
  - c. Students on the Teacher Consultant caseload who are referred for re-evaluation (3 years or other).
- 7.449 The maximum number of students on the Teacher Consultant caseload will be twenty-five (25). The Board will continue to attempt to evenly distribute Teacher Consultant caseloads with a factor being the number of buildings assigned. The caseload will consist of:
- a. Students who have been placed on the caseload as a result of IEPC decisions.
  - b. Students who have been placed on the caseload as a result of thirty (30) day placements.
  - c. Students in the initial referral process for whom the Teacher Consultant is assigned as a member of the MET(s).
  - d. Teacher Consultants shall work as a member of a multi-disciplinary team to assist in the formal and informal evaluation of the educational needs of persons suspected of a disability and those currently identified with a disability. Exceptions to the formal evaluation requirement set forth above shall be made for Secondary Teacher Consultants on those days when they are required to teach and/or co-teach 5 or more assignments.
- 7.449.1 Class size for learning disabled shall not exceed ten (10) students with a caseload not to exceed fifteen (15) students without application and approval from the State of Michigan.
- 7.449.2 Class size for emotionally impaired shall not exceed ten (10) students with a caseload not to exceed fifteen (15) students without application and approval from the State of Michigan.
- 7.449.3 Class size for educable mentally impaired shall not exceed fifteen (15) students without application and approval from the State of Michigan.
- 7.449.4 Caseload for secondary resource teachers shall not exceed twenty (20) students without application and approval from the State of Michigan.
- 7.449.5 Caseload for elementary and Ann Arbor Open School at Mack resource teachers shall not exceed eighteen (18), and two evaluations at any one time period, without application and approval from the State of Michigan.

7.450 Special Education Classes

- 7.451 In elementary schools the assigned daily workload for teachers of the educable mentally impaired and hearing impaired shall be the same as that of regular classroom teachers at the same building.

7.460 Secondary and Ann Arbor Open School at Mack Guidance

- 7.461 The normally assigned workload of Secondary Counselors and grades 6-8 at Ann Arbor Open School at Mack shall be 1:300 counselees with a maximum by Fourth Friday of no more than 325 counselees for any counselor.
- 7.462 The Board shall provide a full-time secretary, or equivalent, for the use of the guidance personnel for each class in high school.
- 7.463 In each Middle School the Board shall provide one full-time secretary, or equivalent for the use of guidance personnel.
- 7.464 Counselors shall not be used for control and supervision of students except as teachers are so used. Counselors shall not be placed in a position where they are expected to deal with their own counselees in a punitive role. However, counselors shall be expected to perform counseling services (as defined in the curriculum yellow pages) for students in addressing those behaviors that impact on their achievement. Those behaviors include, but are not limited to, attendance, substance abuse, and interpersonal relations.
- 7.465 The Counselor from each school who serves on the Roberto Clemente screening committee shall have his/her initial caseload reduced by a number that is an average of the Clemente caseload for the previous three years.
- 7.466 The Counselor for Continuing Education shall work a forty-one (41) week work year.

7.470 Cooperative Occupational Education Coordinators

- 7.471 The C.O.E. Coordinators contractual work year shall be forty-two (42) weeks. Work days in addition to those defined by the school calendar as the regular school year shall be prorated according to the school's total C.O.E. Coordinator FTE. Each C.O.E. Coordinator shall be entitled to no less than a number of days proportional to their FTE assignment in C.O.E. and shall be scheduled by the Director of Occupational Education. Work beyond forty-two (42) weeks may be arranged by mutual consent of the parties, compensation being determined according to Section 7.472.
- 7.472 C.O.E. Coordinators shall receive a prorated amount based on contractual salary for any required time beyond that required for other teachers.
- 7.473 The assigned daily workload for C.O.E. Coordinators is identified in Section 7.137. If the load exceeds 17

students per 0.20 F.T.E. a meeting will be held with the affected employee, Association, Assistant Superintendent for Human Resources and Legal Services, and other appropriate individuals in an attempt to resolve the situation if there are sufficient numbers of students enrolled in the work study program. If there are not sufficient numbers of students enrolled, other assignments may be made provided the class size limits are met.

7.480 Additional Staff

7.481 Middle School Advisors shall not be required to carry out clerical tasks as defined in Section 7.370 of this Agreement.

7.482 The beginning and ending times of trainers schedules, when they are providing direct service to students, including teaching classes, shall not be longer than the length of the high school teacher's day including time required in Section 7.217.1. The Board will make every effort to schedule trainers adjacent to their trainer responsibilities. However, trainers may adjust their time in consultation with the administration from day to day to best meet the needs of the program, provided that the average time per week meets the time defined in this section.

If the Board wishes trainers to provide additional service or service later in the day, they may do so by reducing the class time at the beginning of the day. The trainers shall not be required to provide direct service to students beyond the times noted in this section.

7.490 English as a Second Language

7.491 Teachers in the Elementary and/or Middle School English-as-a-Second-Language Program shall have planning time equal to regular classroom teachers.

7.492 The Board shall attempt to limit the number of conferences with parents where English As A Second Language teachers serve as interpreters.

7.493 If teachers of English As A Second Language are required to attend meetings outside of normal school hours in excess of ninety (90) minutes per week they shall be provided compensatory time to be taken at a mutually agreed upon time.

7.494 The caseload for elementary school teachers of English As A Second Language shall be 75. Every reasonable effort will be made to provide assessment support for caseloads exceeding 65 students per full-time teacher.

ESL teachers will be responsible for meeting all compliance expectations having to do with implementing Title III expectations to include annual testing.

ESL teachers may "flex " instructional time to include teaching during non traditional time such as before school, over lunch, and after school hours in order to minimize "pulling students out" of core instructional time.

- 7.495 ESL teachers may flex the calendar and hours (Appendix VI) on an hour for hour basis. Such flexibility shall be voluntary and any configuration of time shall be acceptable with the mutual consent of the ESL teacher and the building principal.

#### 7.500 Educational Materials, Equipment, and Facilities

##### 7.510 Each Building

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

A telephone for each classroom or office space

A desk, a file, first aidequipment, and conference room.

A laptop computer contingent upon district funding;

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

Adequate storage space for each teacher;

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

Adequate preparation and work space for each teacher;

Adequate office space for each department chairperson.

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

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

##### 7.520 Educational Materials and Equipment

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

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

##### 7.530 Physical Plant

- 7.531 The Board shall make every reasonable effort to insure that all rooms in which teachers are expected to perform their duties shall be suited to the functions expected of the programs involved, and shall be adequately cleaned, heated, ventilated and soundproofed, contain adequate storage space, lighting, plumbing and other facilities as may be needed for the task to be performed.
- 7.532 The Board shall provide other facilities and equipment for which programs and standards or specifications are defined or developed in this Agreement.
- 7.533 In the event of emergency circumstances that interfere with instruction in an individual class the teacher may notify the principal of the conditions and request an alternative teaching station be located.

#### 7.600 Evaluation of Students

##### 7.610 Elementary

- 7.611 Elementary teachers will report pupil progress to parents three times each year. The equivalent of two (2) half days will be made available to teachers for preparing these reports. Teachers are expected to have a conference for every child during the first reporting period. Additional conferences will be held if requested by either parents or teachers during the course of the year. For kindergarten teachers who teach two sessions (morning and afternoon) the report writing time will be doubled.

At the Elementary level the second Wednesday (first administratively convened) faculty meeting in May will be evenly divided between administration and the AAEEA. The third and fourth Wednesday meeting times will be reserved for report writing. This agreement shall not supersede Section 7.221.2 of the Master Agreement. This shall not apply to art and music teachers who are expected to prepare their reports in March of each year. In addition, full-time kindergarten teachers shall be provided with one-half day of released time from their classes to write these reports in the two weeks prior to the week when the reports are due.

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

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

See attached Memorandum of Agreement regarding 7.611.

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

7.620 Secondary

7.621 Teachers will maintain a weekly record of student class work and student assessment on the district provided electronic grade book, currently Power Teacher. Exceptions may be granted by the Principal upon request. Additionally, teachers will report pupil achievement to parents two (2) times each semester, and will provide additional reports at two (2) scheduled interim periods per semester for all students whose achievement is unsatisfactory.

7.623 At the high school and middle school levels, term grades and interim grades will not be due until 8:00 AM of the third work day following the end of the marking period.

7.625 The parties recognize that the sharing of a teacher's grades for the purposes of improving teaching and student learning may be a valuable tool for professional educators. This data may be shared and distributed in a professional, collegial manner. Administration will provide any additional data requested by the teacher which is related to the students' performance in order to assist in their analysis.

7.630 Parent-Teacher Conferences

7.631 It is the professional responsibility of all teachers (K-12) to be available to meet with all parents and to keep parents informed of student progress. Staff and administration in each building will agree to conference dates. Consideration will be given to accommodate the schedules of parents and families. These dates should be



posted/communicated to staff and parents no later than the Fall Curriculum Night and within the guidelines provided by the District. In the event a teacher is unavailable for these conferences, he or she must indicate in writing to the parents of his/her students, when he/she will avail himself for the same purpose.

- 7.632 High School teachers at Stone School shall conduct student-teacher conferences four (4) times per year during the school day.

#### 7.640 Evening Conferences

- 7.641 There shall be four (4) evening conference times scheduled during the year at all levels. These conferences shall be scheduled with input from the Association as to dates and will not coincide with Curriculum Night or Open House. These evenings shall be the time equivalent of half day units. Non-classroom teachers may satisfy this 12 hour obligation in alternative ways with prior approval of the principal.
- 7.642 Individual building staffs and principals may reach agreements with parent representatives to modify the time of the evening conferences. The conference times must be after the teacher's regular work day, and must be based on times when parents can attend the conferences.
- 7.643 Individual building staffs and principals may agree to move one or two evening reporting to parents conference times to a compensatory day. They may do so if: 1) they are able to assure that the scheduling is such that each parent is able to make arrangements with the teacher(s) to attend a conference, 2) at least two-thirds if the staff concurs, and 3) that the decision on specific dates is made not later than September 30th of each year and announced to parents by that date.

#### 7.700 Travel Provisions for Itinerant Personnel

##### 7.710 Travel Time

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

that teacher time to meet with students from those classes, and staff at each building.

7.720 Use of Personal Automobile

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

7.722 Teachers shall be reimbursed for travel at the maximum rate per mile that is allowable by the Internal Revenue Service.

7.800 Substitutes for Teachers

7.811 The Board has the right to contract with a third party provider for substitutes. A teacher must report unavailability by using the automated substitute placement system.

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

7.910 Assignments

7.911 All teachers shall be given written notice of their tentative class and/or subject assignments, building and room assignments for the forthcoming school year as soon as practicable, and except in cases of emergencies, not later than one week prior to the teacher reporting date.

7.912 The Board shall tentatively assign all newly-appointed teachers to their specific positions within that subject area and/or grade level to which the Board has appointed them. The Board shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than one week prior to the teacher reporting date.

7.913 In the event that changes in building and subject assignments are proposed after one week prior notice as indicated above, any teacher affected shall be notified promptly in writing.

7.915.1 The Board shall place all teachers who are hired after November 1<sup>st</sup> of each school year on temporary assignments. The positions held by these teachers will be filled for the following school year, if the position still exists, using the normal transfer process in the spring. It is acknowledged that internal building reassignments are a part of that normal transfer process. The Board may make

exceptions to this temporary assignment rule, on a case by case basis, provided it consults with the Association prior to making the decision.

- 7.915.2 Newly hired teachers who replace teachers on Board approved unpaid leaves of absence for one semester or more up to one year maximum and whose leave ends at a semester break shall be placed in a temporary assignment. This facilitates the right of teachers on leave as described in Section 6.300 and its subsections.

## 7.920 Transfers and Reassignments

### 7.921 Reassignment within Building

- 7.921.1 All principals shall solicit teacher preferences for classes and class schedules each school year. The principal shall work in a collaborative manner with the teachers to develop teacher assignments for the following year. In that process, the following standards shall be considered:

- 1) Teacher expertise and/or experience.
- 2) School improvement goals and student achievement needs.
- 3) Sound rationale for assignments.

- 7.921.2 If a teacher is involuntarily placed in an area which he/she has not taught recently or at all, the following provisions shall be followed:

- 1) Any formal observation of the teacher may be delayed for up to one year at the option of the principal, in consultation with that principal's supervisor and a representative of the Human Resource Services Office.

- 2) Upon request, the teacher shall be offered professional development assistance and opportunities to assist him/her in improving skills and knowledge necessary for the assignment.

- 7.921.3 Teachers who have been involuntarily re-assigned between school years within a building and believe that the assignment process described in Section 7.921.1 was not followed, that the criteria were not used properly, or have reason to believe that they have been treated unfairly may request a meeting with the principal and a representative of the Association to discuss the situation and possible alternatives. If the meeting does not resolve the matter, the teacher may appeal to the Human Resource Services Office. In that instance, representatives of that office, the Association, the teacher and the principal will meet within ten (10) calendar days to discuss the problem and seek resolution.

- 7.921.4 Teachers who have been involuntarily reassigned between school years within a building, or who have agreed to a request by a principal to accept a reassignment they did not seek, shall have the right to return to their previous

grade or subject assignment if a vacancy opens up in that area within two (2) years of the initial reassignment.

7.923 Involuntary Transfer

7.923.1 To the extent possible, no vacancy shall be filled by means of involuntary transfer if there is a known qualified and appropriate volunteer available to fill such position. The Board shall post all vacancies requiring transfer, voluntary or involuntary, in accordance with Section 7.931.

7.923.2 Notice of an administrator's recommendation for involuntary transfer or reassignment, including reasons necessitating such change, shall be given to teachers both orally and in writing by that administrator, as soon as practicable. Such recommendation will be acted upon by a representative of the Human Resource Services Office and a written notice of his/her decision shall be delivered promptly to the teacher.

7.923.3 When an involuntary transfer or reassignment is necessary, number of years of experience in the Ann Arbor School District, kind of experience, certification and highly qualified status, and demonstrable program needs shall be considered in determining which teacher is to be transferred or reassigned. Demonstrable need includes subject and classes taught within the assignment. Such transfers will not be done for disciplinary reasons.

7.923.4 Experience shall mean months, days and years of certificated employment in the Ann Arbor Public Schools. Experience and seniority are used interchangeably in this Agreement. If two or more teachers have the same length of experience and the Board must decide on transferring one of the teachers, the last four digits of the teachers social security number will be used as a tie breaker. The lower number will have the most seniority.

7.923.5 The procedure for identifying the teacher to be involuntarily transferred shall include:

1) Preparing a list of teachers by years of experience in the Ann Arbor School District who teach in the level/subject area in the building where a transfer(s) is/are necessary, and

2) Proceeding along this experience list from least experience to most experience in the Ann Arbor School District identifying certification and highly qualified status, kind of experience and demonstrable programmatic needs.

All factors cited in Section 7.923.3 will be considered when making an involuntary transfer.

- 7.923.6 Teachers who have been involuntarily transferred or who agree to a placement that they did not seek, from a building or department (Language Arts, Student Support Services, etc.) shall be given first right of refusal for two (2) years or up to two (2) offers whichever comes first, when a vacancy in a similar position occurs in that building or department.
- 7.923.7 Involuntary transfers will not be made for the purpose of racially balancing the staff of a school unless the Board of Education is so directed by a court of competent jurisdiction.
- 7.923.8 The Board will consider placement of involuntary transfers based upon the number of years of experience in the Ann Arbor School District, kind of experience, certification and highly qualified status, and demonstrable program needs. Such placements will not be done for disciplinary reasons however, placements may be made to provide for a more productive learning experience. The district will not be arbitrary and capricious in exercising its rights to implement involuntary transfers or reassignment.
- 7.923.9 Every reasonable effort shall be made to avoid involuntary transfers to achieve an increase in class size or to balance classes for any school year after Friday of the fourth (4th) week of school for elementary schools and after the fourth Friday of each semester for secondary schools.
- 7.924.1 Teachers being involuntarily transferred or reassigned shall have preference over those seeking voluntary transfer or reassignment in regard to existing vacancies, provided the selection of vacancy is compatible with the reason for transfer or reassignment and Section 7.923.1 above. All transfers and reassignments shall be made in conformity with the Michigan Teachers' Tenure Act.
- 7.924.2 If counselors are to be reassigned from counseling positions, the Board shall reassign the counselor with the least experience in the district as a counselor, and voluntarily transfer other counselors as necessary to readjust the counseling staff to where they are needed. Counselors shall be considered as a system-wide group for this process with no differentiation between middle and high school levels.
- If voluntary transfers do not accomplish the necessary reassignments, the Board may invoke the involuntary transfer process to fill the need. Teachers reassigned from counseling in this manner shall be entitled to the first available vacancy in counseling.
- 7.924.3 If art, physical education or music teachers are to be reassigned from their art, physical education, or music positions, the Board shall first seek volunteers to leave their current disciplines to accomplish the reduction. If insufficient volunteers come forward, the Board shall

reassign the teacher (s) with the least experience in the District as a teacher and who possess certification that is needed to fill open positions in the District. The Board shall then voluntarily transfer other teachers of the reassigned discipline as necessary to readjust the teaching staff in that discipline to where they are needed. Art, physical education and music teachers shall be considered as a system-wide group within their discipline for this process with no differentiation among instructional levels.

If voluntary transfers do not accomplish the necessary reassignments, the Board may invoke the involuntary transfer process to fill the need. Teachers reassigned from one of the above disciplines in this manner shall be given first right of refusal for two (2) years or up to two (2) offers whichever comes first, being recalled in order of seniority from the initial reassignment.

- 7.924.4 Full time and part time teachers shall be treated equally in matters of assignment and transfer.
- 7.924.5 First year probationary elementary teachers shall not be assigned to a different grade level after Friday of the fourth week of school unless the teacher requests or agrees to such change.
- 7.924.6 Any teacher who shall be transferred from a position as a teacher and shall later return to a position as a teacher shall be entitled to such rights and benefits as would have accrued under this Agreement had he/she remained a teacher. Certified personnel transferred into the bargaining unit for the first time shall have such rights and benefits as of the date of their initial employment with the Board. No tenure or probationary teacher will be placed on layoff as a direct result of this provision for one year after such transfers.

#### 7.929 Voluntary Transfers

- 7.929.1 Teachers who wish a transfer will submit a Voluntary Transfer Request using the online form by the first day of spring break. The Voluntary Transfer shall contain all of the teacher's current certifications, highly qualified status, and any other information the teacher may wish to share regarding their education and experience. Each teacher will be limited to two (2) choices, however these choices may be as broad or narrow as the teacher wishes. The request will also contain a phone# and best times to be contacted by the principal. This list of requestors will be held confidential until the vacancies have been identified.

Building principals will, after considering known retirements and resignations, and after reassigning existing staff, submit a list of vacancies to HRS by the first day of spring break. Any special programmatic need will be identified at this time. A conference will be held by the joint transfer committee to review the request. The

joint transfer committee will consist of two representatives of the AAEEA and two representatives of administration.

7.929.2 HRS will match requests with vacancies as follows:

HRS will screen the transfer requestors. A requestor may, at the discretion of the Employer, be disqualified for voluntary transfer based on the following criteria:

- 1) teacher is currently working under an IDP (including all probationary teachers); or
- 2) teacher received 2 B's on most recent evaluation; or
- 3) teacher has been disciplined (written reprimand or greater) within the past 48 months; or
- 4) teacher is returning from a leave of absence that delays or interrupts a scheduled evaluation; or
- 5) the teacher's FTE would increase beyond the district's obligation to the teacher.

Principals will be informed of any exceptions.

7.929.3 The three most senior teachers requesting a position, who have passed the screening, will be submitted to the principal. The principal may choose to conduct an informal interview with any or all of the candidates. The principal will choose one of the three candidates. The selected teacher must accept the transfer.

7.929.4 If, after the screening and the placement of other requestors, there are only one or two requestors remaining for a position, HRS will submit those names to the principal for consideration, but the principal may request that HRS post the position through the normal process.

7.929.5 All vacancies will be filled through the normal posting process as soon as practicable.

7.929.6 Building reconfigurations, based upon enrollment changes which necessitate reassignments, may include the transferred teacher. Any other reassignment must align with the teacher's transfer request or be required by current contract language.

7.929.7 Each teacher who has applied for a vacancy shall be notified in writing of either acceptance or rejection of the request as soon as possible after the decision on such request is made. In case of rejection, the teacher shall be entitled to a reason.

7.929.8 A representative for Human Resource Services shall make the final decisions on all requests for voluntary transfer.

7.929.9 A written request to the Human Resource Services Office may be made by any two (2) teachers who wish to exchange assignments for up to one school year provided:

a) The administrators who would be affected agree to the exchange, and

b) The teachers involved are certified and qualified pursuant to Board policy.

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

#### 7.930 Posting Procedure

7.931.1 Whenever any position, excluding the Superintendency and such other central administrative positions that are to be filled by administrative transfer, in the District becomes vacant, or is newly established, the Board shall post the same by sending a posting of each position to the Association and by appropriate posting at the Balas Building, and in every school building. School building postings may be suspended during the summer when school is not in session. These positions shall be posted for five (5) school days or seven (7) calendar days.

7.931.2 Positions shall not be filled, on a permanent basis, until posting time lines specified in Section 7.931.1 have been met.

7.931.3 It shall not be necessary to post a vacant position which has been temporarily filled if the teacher filling the position immediately prior to the temporary assignment is to return to that same position.

#### 7.940 Application Procedures

7.941 Any teacher may apply for any vacant position. In filling such a position, the Board agrees to give consideration to such factors as the professional background and attainment of all such applicants, their length of service and work performance in regular and extra assignments in the school district, experience elsewhere, and other relevant factors such as any adverse effect on Board programs as a result of the teacher leaving his/her present position. Staffing practices will reflect the Ann Arbor Public Schools and community's desire for diversity. Internal applicants shall be considered before seeking outside applicants; however, the filling of vacancies during the school year may be done utilizing the provisions of Section 7.910 and its subsections.

7.942 Once a selection has been made, each candidate shall be notified of this action. The candidate then has the right



to a conference with a representative for Human Resource Services to discuss the reasons for his/her rejection.

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

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

#### 7.950 Administrative Internship

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

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

7.953 Internships may be on a full or part-time basis, for such period or time as may be reasonably appropriate, and may be combined with teaching or other work normally assigned. An intern shall be paid the salary he/she would have received had he/she remained a teacher, but he/she shall not be a member of the bargaining unit.

#### 8.000 SUMMER SCHOOL

##### 8.100 Calendar

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

##### 8.200 Workload

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

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

#### 8.300 Selection of Teachers

8.311 Teachers in Summer School shall be properly certified and shall meet all of the qualifications specified on the job posting.

8.312 First choice shall be given, and the Board has the right to choose, from a pool of applicants composed of Ann Arbor teachers who meet the requirements of section 8.311.

Separate pools will be established for Elementary, Middle School, and High School.

#### 8.400 Compensation

8.411 Compensation for Summer School teaching shall be paid at the BA minimum hourly rate.

#### 8.500 General Provisions for Summer School

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

#### 8.600 Other Summer Work

8.610 School Social Workers, School Psychologists speech therapists, school nurses, teacher consultants, school court liaison agent, and other ancillary staff shall be paid at per diem for work performed during vacations and summer, as approved by the Director of Student Support Services with the exception of services provided during the Extended School Year (ESY) program. School social workers, school psychologists, speech therapists, teacher consultants, school nurses and other ancillary staff providing ESY will be paid at the summer school rate.

8.611 Teachers who attend Band, Orchestra, or Choral Camp shall be reimbursed at their regular daily rate of pay based upon their individual contract for the preceding school year.

### 9.000 PROFESSIONAL RESPONSIBILITY

- 9.100 The Board and the Association agree that teaching must be recognized as a profession, and in that light endorse the following beliefs which recognize what the best teaching is and which give guidance to those in the profession. These beliefs are not intended to prescribe specific theories but to encourage and recognize a variety of good practices. To that end, they will only be used to enhance the professional development of teachers.
- 9.110 Teachers have a continuing professional responsibility to promote and participate in their own individual and collective professional development. This responsibility includes being prepared to teach the content and skills necessary to lead students toward mastery of state and district generated outcomes.
- 9.111 If the Board requires teachers to receive specific training, the Board shall provide that training at no cost to the teacher and, as one option, will offer the training during the contractual day.
- 9.120 Teachers have a continuing professional responsibility to base decisions on established theories and reasoned judgments in relation to instruction and student learning.
- 9.130 Teacher individual and collective professional development must reflect student learning as a major emphasis.
- 9.140 Teachers have a responsibility to teach the District's approved curriculum and those skills that lead toward student mastery of the identified learning outcomes required by the District and/or applicable state and federal law, and the assessments of such skills and outcomes.

It is the District's responsibility to ensure the approved curriculum, assessments and the desired outcomes can be accomplished in the time provided. Teachers and administrators will work collaboratively to accomplish this.

When the approved curriculum and outcomes designated for each grade and class are more than can be taught in the time provided, teachers in consultation with building or district administration shall have the authority and responsibility for selecting those portions of the delegated curriculum that will be taught. Those portions taught shall include areas or topics designated by the District for emphasis. Teacher discussions with instructional leaders regarding curriculum emphasis are encouraged.

- 9.150 Teachers have a continuing professional responsibility to effectively communicate and work in consultation with parents to lead the student toward achieving the district's outcomes. Every reasonable effort will be made by teachers to be accessible to parents for consultation about their students academic needs.

- 9.200 Teachers have professional responsibility to interact and participate in student life beyond the classroom. Teachers are encouraged to involve themselves in student activities to the extent their individual circumstances permit. Teachers and administrators shall provide reasonable support for teachers in their implementation of this responsibility.
- 9.250 The Board agrees that the involvement encouraged by section 9.200 does not create an enforceable past practice under the terms of the Collective Bargaining Agreement or pursuant to Section 2 of the Public Employers Relations Act.

#### 10.000 THE MASTER AGREEMENT

- 10.111 This Agreement shall become effective as of August 28, 2009. Any compensable work performed by any member of the Association bargaining unit prior to the first teacher reporting day of any year shall be paid for on the basis of the previous year's salary schedule. Such individual work contracts shall be deemed to have been terminated as of midnight of the day before the first teacher reporting day of each year. The beginning date of all individual contracts for all members of the Association bargaining unit shall be the same.
- 10.112 Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, for its duration, shall be controlling.
- 10.113 Board Policies shall be compiled under one cover and shall be maintained for review by teachers and the Association through the individual building principals and the Office of Information Services. Board Policies and Administrative Rules and Regulations affecting teachers shall be compiled under one cover and shall be made available to each teacher each year (though all copies of such Rules and Regulations shall remain the property of the Board). Revisions to the Rules and Regulations shall be published as soon after adoption as practicable and shall become addenda to the primary document itself.
- 10.114 It is agreed that existing Board Policy, appropriate to the terms of this Agreement, shall continue in effect, but this Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- 10.115 If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsistent except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 10.116 Copies of this Agreement shall be printed at the expense of the Board and presented to the Association, all teachers now employed, and those hereafter employed by the Board.
- 10.117 The Ann Arbor Education Association shall not engage in, sanction, or conduct any work stoppage or other concerted action in violation of the terms and conditions of this Agreement for the duration of this Agreement.
- 10.118 This Agreement, when effective, shall govern relations between the parties until midnight August 30, 2011, at which time it shall expire, without notice to or by either party, unless prior thereto the parties have agreed to extend it for a specified period or for such periods as they may agree to from time to time. This Agreement may not be reopened in whole or in part during its term except by mutual consent of the parties.

This agreement automatically reopens Appendix IV (salary schedule) for the 2010-11 year.

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

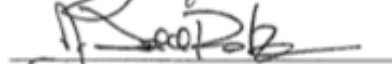
In Witness Whereof, the parties have duly executed this 2010-2011 Agreement on the date first written above.

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

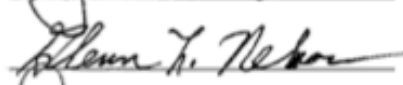
Deb Mexicotte, President



J. Todd Roberts, EdD, Superintendent



Glenn Nelson, Secretary



David A. Comsa, Chief Negotiator

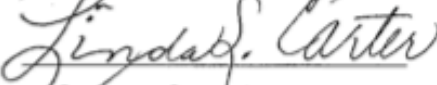


ANN ARBOR EDUCATION ASSOCIATION

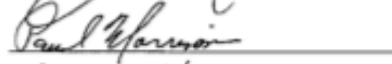
Brit Satchwell, President



Linda Carter, Vice President



Paul Morrison, Chief Negotiator



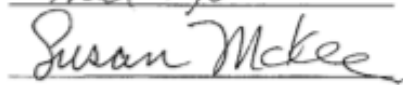
Elaine Hill-Richmond



Fred Klein



Susan McKee



## APPENDIX I

### Group A

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

APPENDIX II

**Ann Arbor Education Association**  
**Grievance Request and Worksheet**

I.OFFICE USE ONLY

#:Administrator with whom grievance is filed:

II.(TO BE FILLED IN BY GRIEVANT AND/OR ASSOCIATION REPRESENTATIVE)

Building or unit \_\_\_\_\_ Assignment \_\_\_\_\_

Name of grievant \_\_\_\_\_ Date grievance occurred \_\_\_\_\_

III. Describe in detail the nature of the grievance and, if known, the sections of the Master Agreement which may be relevant to the grievance:

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IV.Describe in detail the remedy which is sought for the above mentioned grievance:

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V. I will normally be available for a grievance meeting with administrator during the following times:

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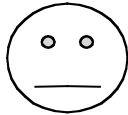
VI. I hereby authorize the Ann Arbor Education Association and its agents to act as my representatives in the processing of this grievance and to sign on my behalf the original grievance report form. I further authorize the Association to carry on any appropriate appeal or to terminate processing of the above mentioned grievance after consultation with me concerning such action.

\_\_\_\_\_  
Signature of Grievant

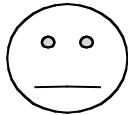
*Return completed form to: AAEEA Executive Director Paul Morrison, AAEEA (via school mail.)*



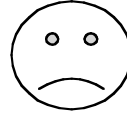
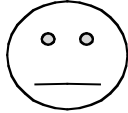
1. **MY TEACHER IS FRIENDLY.**



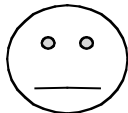
2. **MY TEACHER HAS A GOOD SENSE OF HUMOR.**



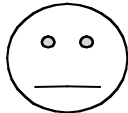
3. **MY TEACHER IS PATIENT WITH ME.**



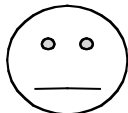
4. **MY TEACHER IS WILLING TO ADMIT MISTAKES.**



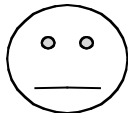
5. **MY TEACHER GIVES ME HELP WHEN I NEED IT.**



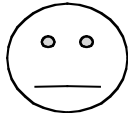
6. **MY TEACHER TREATS ME FAIRLY.**



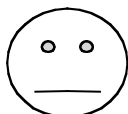
7. **MY TEACHER LETS ME TELL ABOUT THINGS IN CLASS.**



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

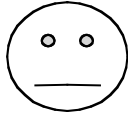


9. **MY TEACHER EXPLAINS WORK SO THAT I CAN UNDERSTAND IT.**



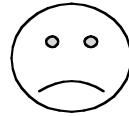
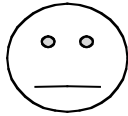
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10. MY TEACHER ANSWERS MY QUESTIONS ABOUT SCHOOL WORK.



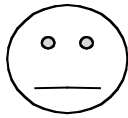
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11. MY TEACHER WANTS ME TO WORK AS HARD AS I CAN.



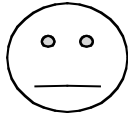
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12. MY TEACHER MAKES LEARNING FUN.



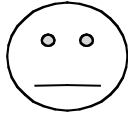
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13. MY TEACHER ENCOURAGES ME TO MAKE SUGGESTIONS AND GIVE MY IDEAS IN CLASS.



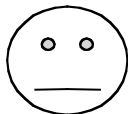
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14. MY TEACHER LETS OUR CLASS HELP PLAN.



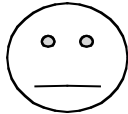
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15. WE DO INTERESTING THINGS IN MY CLASS.



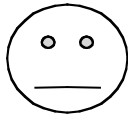
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16. I LEARN A LOT FROM MY TEACHER.



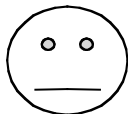
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17. I THINK MY TEACHER LIKES ME.



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18. I LIKE MY TEACHER.



## (Appendix III) FORM B STUDENT OPINION OF TEACHER FORM

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

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

Add any other comments:

# Appendix III: FORM C STUDENT OPINION OF TEACHER FORM

This form was jointly developed by representatives of the Student Advocate School Board, Ann Arbor Education Association and the Board of Education.

FROM \_\_\_\_\_ to my students in \_\_\_\_\_  
Teacher Course Period Date

I am interested in learning what you think about my work as your teacher in this course. Please give me your honest opinion. Do not sign your name.

Example: Teacher offers extra help.

almost always	most of the time	some of the time	almost never
Please	check	one	box

1. Teacher seems to know subject matter.
2. Teacher makes subject matter interesting.
3. Teacher explains things clearly.
4. Teacher gives relevant and interesting assignments.
5. Teacher is fair in grading.
6. Teacher is prepared.
7. Teacher is willing to admit mistakes.
8. Teacher makes allowances for students' personal problems.
9. Teacher is considerate of differing opinions.
10. Teacher is willing to give extra help.
11. The teacher's speech and vocabulary are clear.
12. The teacher makes grades available so that you can check your progress.
13. Teacher is patient.
14. Teacher controls noise level of class.
15. Teacher provides relaxed atmosphere in class.
16. Teacher is enthusiastic.
17. Teacher shows a sense of humor.
18. Teacher shows respect toward minority students. Comment.

almost always	most of the time	some of the time	almost never

Does the teacher show any prejudice, for example, racial, sexual, ethnic?  
Comment.  
What do you like about the teacher? What don't you like about the teacher?

-2- (Appendix III) FORM C

	almost always	most of the time	some of the time	almost never
Did you understand what was expected of you? What didn't you understand?				

	almost always	most of the time	some of the time	almost never
Did the teacher's expectations seem reasonable? Why or why not?				

Which class session or unit was most interesting? Why?

Which class session or unit was least interesting? Why?

How could the teacher make the class more interesting?

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

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

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

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

Add any other comments:

FROM \_\_\_\_\_ to my students in \_\_\_\_\_

Teacher	Course	Period	Date
---------	--------	--------	------

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

-2- (Appendix III) REVISED FORM C

22. How would you rate discussions following tests, etc? (Did you understand the mistakes you made?)      adequate explanations      4   3   2   1   0   never gives explanations
23. Did you receive enough individual attention?      adequate attention      4   3   2   1   0   not enough attention
24. Was the teacher fair in relationships with students?  
What wasn't fair?      fair      4   3   2   1   0   unfair
25. Is the course material presented in a way that shows any prejudice on the basis of racial, sexual, or ethnic group? Please comment.
26. Does the teacher show any prejudice or biased feelings in dealing with minority students? Please comment.
27. What do you like about the teacher?
28. What don't you like about the teacher?
29. Which class session or unit was the most interesting? \_\_\_\_\_  
Which class session or unit was the least interesting? \_\_\_\_\_  
Please comment.
30. How could the teacher make the course more interesting?
31. How could tests, quizzes, and other grading methods be improved?
32. Would you recommend this course to someone else? Why, or why not?
33. Please comment on any of the following: homework, lectures, annoying habits of the teacher, books.
34. Any additional comments:



**APPENDIX IV  
SALARY SCHEDULE  
2009-2010  
0% Increase over  
2008-2009**

<b>DEGREE/ STEP</b>	<b>BA</b>	<b>BA+30</b>	<b>MA</b>	<b>MA+30 BA+60W/ MA 2 MA</b>	<b>ED. SPEC.</b>	<b>BA+90/M A</b>	<b>PH.D.</b>
<b>1</b>	\$39,540	\$43,053	\$44,539	\$45,934	\$47,154	\$48,476	\$49,919
<b>2</b>	\$42,199	\$46,019	\$47,871	\$49,277	\$50,513	\$51,951	\$53,432
<b>3</b>	\$44,815	\$48,566	\$51,235	\$52,667	\$53,978	\$55,453	\$57,045
<b>4</b>	\$47,393	\$51,787	\$54,678	\$56,164	\$57,554	\$59,045	\$60,738
<b>5</b>	\$50,147	\$55,448	\$58,196	\$59,799	\$61,210	\$62,765	\$64,457
<b>6</b>	\$52,901	\$58,340	\$61,873	\$63,476	\$64,930	\$66,511	\$68,310
<b>7</b>	\$55,697	\$62,080	\$65,556	\$67,285	\$68,734	\$70,352	\$72,199
<b>8</b>	\$58,615	\$65,428	\$69,275	\$71,249	\$72,809	\$74,624	\$76,704
<b>9</b>	\$61,566	\$68,745	\$73,053	\$75,213	\$76,815	\$78,948	\$81,124
<b>10</b>	\$65,662	\$73,451	\$78,333	\$80,025	\$81,760	\$83,777	\$86,053
<b>L1</b>	\$66,318	\$74,186	\$79,116	\$80,825	\$82,578	\$84,614	\$86,913
<b>L2</b>	\$66,975	\$74,920	\$79,899	\$81,626	\$83,395	\$85,452	\$87,774

**L1\*(1% higher than step 10. Teachers with 10 or more years of experience (calculated from seniority date) in Ann Arbor by 09/30/09 will be placed on L1).**

**L2\*\*(2% higher than step 10. Teachers with 14 or more years of experience (calculated from seniority date) in Ann Arbor by 09/30/09 will be placed on L2).**

**2010-2011 Appendix IV will be negotiated during the 2009-2010 school year.**

## APPENDIX V

### SUPPLEMENTARY PAY FOR COACHES

Beginning in 2001, the point totals will be subjected to annual review and possible re-negotiation.

#### 1. Student Support Services

A. Senior High School Counselors*	15% C
B. Middle School Counselors	10% C
C. Counselor of Continuing Education	15% C
D. School-Court Liaison Agent	5% C
E. Counselors at Ann Arbor Open School at Mack (prorated for part-time)	10% C
F. Lead Online Teacher for the Options Program (may be required to work an additional fifteen (15) days at a mutually agreeable time paid at their per diem.)	15% C

#### 2. Music Activities

##### A. Bands

1) Senior High School		
Symphony	4.50% C	6.75% C
Symphony Marching	2.25% C	When combined
Concert	2.25% C	3.5% C
Concert Marching	1.25% C	When combined
Pep	1.25% C	
Jazz	2.25% C	
Wind Ensemble	4.75% C	
2) Middle	3.00% C	
3) Ann Arbor Open	.75% C	1998-1999
School at Mack	1.00% C	1999-2000
	1.50% C	2000-2001 and thereafter

##### B. Orchestras

1) Senior High School		
Symphony	4.50% C	7.0% C
Concert	2.50% C	When combined
Philharmonia (9 <sup>th</sup> )	2.50% C	
Jazz Lab (9 <sup>th</sup> )	2.25% C	
2) Middle	3.00% C	
3) Ann Arbor Open	.75% C	1998-1999
School at Mack	1.00% C	1999-2000
	1.50% C	2000-2001 and thereafter

C. Chorus

- |                       |         |                          |
|-----------------------|---------|--------------------------|
| 1) Senior High School |         |                          |
| A Cappella            | 4.50% C |                          |
| Choralier/Chamber     | 1.75% C |                          |
| Contando              | 1.75% C |                          |
| Mixed Ensemble        | 1.75% C |                          |
| 2) Middle             | 2.75% C |                          |
| 3) Ann Arbor Open     | .69% C  | 1998-1999                |
| School at Mack        | .91% C  | 1999-2000                |
|                       | 1.38% C | 2000-2001 and thereafter |

D. Senior High Musical

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

3. Department Chairperson

A. High School

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

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

B. Curriculum Leaders

- 1) Middle School Curriculum Leaders - \$1000 per semester and no more than five (5) assignments.
- 2) Stone High School - English, Social Studies, Science and Math - \$1,000 per semester for a total of \$2,000 each school year.
- 3) Roberto Clemente - English, Social Studies, Science, Math and an additional leader to represent special education, fine arts, health, media and technology - \$1,000 per semester for a total of \$2,000 each school year.
- 4) Ann Arbor Open School at Mack Curriculum Leader - \$1000 per semester.

- C. District-wide Media Center Department Head - 10% C plus 10 days release time and the option to work up to ten (10) days longer than the teacher calendar compensated at their per diem rate of pay.
- D. District-wide Elementary PE/Health Department Head - 10% C plus 10 days release time and the option to work up to ten (10) days longer than the teacher calendar compensated at their per diem rate of pay.

#### 4. Literary Activities

##### A. Senior High School

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

- B. High School Yearbook,  
Newspaper or Literary Magazine  
at Stone School 1.0% (each)

##### C. Middle School and Ann Arbor Open School at Mack

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

#### 5. Secondary and Ann Arbor Open School at Mack Dramatics

##### A. Senior High School

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

##### B. Middle School

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

##### C. Ann Arbor Open School at Mack

- 1) Multi classroom plays produced after school: 152 points

6. Student Activities

A. Cheerleading

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

B. Acquaneers 443 Points

C. Middle School\*

1) Co-curricular Director (Building)

- Step 1 - \$12,718.75
- Step 2 - \$13,431.00
- Step 3 - \$14,143.25
- Step 4 - \$14,855.50

\*Ann Arbor Open's Director will be paid 50% of applicable step.

7. Webmasters

	Number of Webmasters	Number of Buildings	Level of Compensation
Comprehensive High School Webmasters-Huron, Pioneer, Skyline (1 position for Skyline until the school year 2010/2011)	2	3	\$2,000
Community, Stone, Clemente, Middle Schools, AAOpen	1	9	\$1,500
Elementary & Preschool School Webmaster	1	22	\$1,000

8. Interscholastic Sports

Points

- 1. Athletic Trainer 1,485
- 2. Assistant Trainer 1,238
- 3. Head Baseball Coach 864
- 4. Junior Varsity Baseball Coach 614
- 5. 9th Grade Baseball Coach 576
- 6. Head Basketball Coach 880
- 7. Junior Varsity Basketball Coach 594
- 8. 9th Grade Basketball Coach 557
- 9. Head Cross Country Coach 397
- 10. Asst. Cross Country Coach 298
- 11. Head Field Hockey Coach 614
- 12. Junior Varsity Field Hockey Coach 491
- 13. 9th Grade Field Hockey Coach 461

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

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

#### Middle Sports Program

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

\*See 9th Grade Football - Interscholastic Schedule

9. Other Activities

A. Secondary

1. Student Council
  - a. High School Student Council 750 points  
(If not a teaching assignment or not released for one (1) period each day each semester).
  - b. Middle School Student Council 150 points  
(If not a teaching assignment or not released for one (1) period each day each semester).
2. Science Camp Director 198
3. Asst. Sci. Camp Director 149
4. Academic Games(any academic game pre-approved by Curriculum and Instruction) \$8.00/hr
5. Saturday Programs \$8.00/hr
6. Black Student Union -\$1,000 per year or one period released each day each semester.
7. High School Student Senate at Stone School 1%C
8. High School "SOS" Support Lab at Stone School 3%C
9. High School at Stone School Retreat (3 days/year) 1.5%C
10. Adult Education Retreat .5% per day
11. Conflict Management Building Coordinator 206 points/year

B. Elementary and Ann Arbor Open School at Mack

1. Lunch Duty(Voluntary) BA minimum hourly rate
2. Student Service Unit\* 149 points
3. Elementary School Teacher Leader & Conflict Management 206 points/year
4. Lunch Supervision teacher: BA minimum hourly rate
5. Black Student Union \$200/year

\*If the principal in an elementary school or at Ann Arbor Open School at Mack decides the necessity for a Student Service Unit (Service Squad, Safety Patrol, or Student Council) and assigns teachers to those responsibilities on a voluntary basis.

C. Minority Support and Retention Coordinator

20%C

D. Before and after school instructional support where teacher certification is required shall be compensated at the BA minimum hourly rate. Qualifications and selection of the before and after school instructional support shall be determined by the building principal in conjunction with HRS. The term (dates, times, and length) of this assignment shall be agreed upon prior to the commencement of the initial assignment.

E. Professional Development - When the instructional division determines a need for the development and the delivery of a specified Professional Development offering, the office of Professional Development shall have the sole responsibility for determining qualifications and selection of the provider. Such provider shall receive compensation based on the agreed upon number of hours for preparation and presentation at the rate of BA minimum hourly rate.

10. The Board shall pay, except as noted below, for each supplementary pay position listed which uses the point system, in addition to the supplementary

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

11. "C" indicates that the index dollar amount is computed using the contractual salary for the teacher involved. If the teacher is part-time, the index will be calculated as if the teacher were full-time except if two teachers voluntarily share the indexed position.

12. The rate of pay per point for the 2000-2001 school year is \$5.73 per point. Subsequent rates per point will be determined by taking the average percentage increase on the salary schedule (excluding increment) and multiplying that figure by the then current rate or pay per point.

YEAR	VALUE
2005-06	\$6.70
2006-07	\$6.85
2007-08	\$6.98
2008-09	\$7.10
2009-10	\$7.10
2010-11	To Be Determined

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



METHOD OF CALCULATION

INTERSCHOLASTIC SPORTS

I. HOURS

A. Time on Task

1. Tasks that were time estimated:

Contest time  
Squad travel  
Warm-up

Practices  
Locker Room Supervision

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

## II. PARTICIPANTS

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

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

The number of participants by sport is listed below:

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

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

## III. ASSISTANT/JUNIOR VARSITY COACHES

A. To be determined by the number Assistant/Junior Varsity coaches supervised by a Head Coach.

B. Factor Weight

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

#### IV. EQUIPMENT RESPONSIBILITY

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

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

#### V. RISK/SAFETY RESPONSIBILITY

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

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

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

#### FORMULA

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

##### Distribution of Total Points

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

I. Hours

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

II. Participants

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

III. Assistant/Junior Varsity Coaches

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

IV. Equipment Responsibility

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

V. Safety/Risk Responsibility

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

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

TABLE I: "NEW" POINT ALLOTMENT PER SPORT 2000-2001

			TOTAL OLD		POINTS		POINTS		POINTS		POINTS		POINTS		TOTAL					
			POINTS IN		FOR		FOR PART-L		FOR ASS'T		FOR		FOR		NEW					HEAD COACH
	GENDER		CONTRACT		HOURS		CIPANTS		COACHES		EQUIP		SAFETY/RISK		POINTS		CHANGE		BASE PAY	
Baseball	Men		768		694		90		20		25		35		864		96		\$ 4,761	
Basketball	Men		743		750		60		20		15		35		880		137		\$ 4,849	
Basketball	Women		743		694		60		20		15		35		824		81		\$ 4,540	
Crew-Fall	Co-Ed		697		582		60		10		25		20		697		0		\$ 3,840	
Crew-Spring	Co-Ed		640		582		60		10		25		20		697		57		\$ 3,840	
Cross Country	Men		397		413		60		10		5		20		508		111		\$ 2,799	
Cross Country	Women		397		413		60		10		5		20		508		111		\$ 2,799	
Field Hockey	Women		614		469		90		20		25		50		654		40		\$ 3,604	
Football	Men		893		694		150		80		25		50		999		106		\$ 5,504	
Golf	Men		453		469		60		10		5		5		549		96		\$ 3,025	
Golf	Women		525		469		60		10		5		5		549		24		\$ 3,025	
Gymnastics	Women		855		638		60		10		25		50		783		-72		\$ 4,314	
Ice Hockey	Men		809		694		30		10		15		50		799		-10		\$ 4,402	
Lacrosse	Men		670		413		60		10		25		50		558		-112		\$ 3,075	
Lacrosse	Women		670		413		60		10		25		35		543		-127		\$ 2,992	
Soccer	Men		660		582		90		20		15		35		742		82		\$ 4,088	
Soccer	Women		660		582		90		20		15		35		742		82		\$ 4,088	
Softball	Women		768		694		90		20		25		35		864		96		\$ 4,761	
Swimming & Diving	Men		820		525		90		20		15		20		670		-150		\$ 3,692	
Swimming & Diving	Women		820		525		90		20		15		20		670		-150		\$ 3,692	
Synchronized Swimming	Women		565		525		60		10		15		5		615		50		\$ 3,389	
Tennis	Men		605		413		60		10		5		5		493		-112		\$ 2,716	
Tennis	Women		493		357		60		10		5		5		437		-56		\$ 2,408	
Track & Field	Men		752		525		120		30		25		35		735		-17		\$ 4,050	
Track & Field	Women		752		525		120		30		25		35		735		-17		\$ 4,050	
Volleyball	Women		713		694		60		20		15		20		809		96		\$ 4,458	
Wrestling	Men		728		638		60		20		15		50		783		55		\$ 4,314	
Water Polo	Men		784		525		60		10		15		35		645		-139		\$ 3,554	
Water Polo	Women		784		469		60		10		15		35		589		-195		\$ 3,245	
			19778		15966		2130		510		485		850		19941		163			
			Points		Points		Points		Points		Points		Points		Points		CSUM			
																	163			
																	RSUM			
																	Cost =		\$ 898	

TABLE II: "NEW" HOURS--TIME ON TASK 2000-2001

			1999-2000	Number		Number		Number of		Hours		Home								TOTAL	Average
			Start End	of weeks		of days		practices		per		Dates per		Hours per		Away dates		Hours per		NEW	Hours
	GENDER		Dates	in season		in season		in season		practice		season		home date		per season		away date		HOURS	per week
Baseball	Men		03/13-06/17	14**		71.5		45.5		3		9		6		17		8		326.5	
Basketball	Men		11/15-03/25	19***	+	93.5		65.5		3		10		4		18		7		362.5	
Basketball	Women		08/16-12/04	16		88.0		60.0		3		10		4		18		7		346.0	
Crew-Fall	Co-Ed		08/16-11/06	12		66.0		59.0		3		1		8		6		15		275.0	
Crew-Spring	Co-Ed		03/06-06/03	12		66.0		59.0		3		1		8		6		15		275.0	
Cross Country	Men		08/16-11/06	12		66.0		49.0		3		7		2		10		5		211.0	
Cross Country	Women		08/16-11/06	12		66.0		49.0		3		7		2		10		5		211.0	
Field Hockey	Women		08/16-10/30	11		60.5		38.5		3		9		4		13		7		242.5	
Football	Men		08/09-11/27	16		88.0		74.0		3		4		6		10		8		326.0	
Golf	Men		08/16-10/16	10		55.0		36.0		3		8		5		11		7		225.0	
Golf	Women		03/13-06/03	12*		60.5		41.5		3		8		5		11		7		241.5	
Gymnastics	Women		11/01-03/11	19***	+	93.5		75.5		3		7		4		11		6		320.5	
Ice Hockey	Men		11/01-03/11	19***	+	93.5		61.5		3		12		3		20		6		340.5	
Lacrosse	Men		03/13-06/03	12*		60.5		37.5		3		9		3		14		6		223.5	
Lacrosse	Women		03/13-06/03	12**		60.5		37.5		3		9		3		14		6		223.5	
Soccer	Men		08/16-11/13	13		71.5		45.5		3		9		4		17		7		291.5	
Soccer	Women		03/13-06/17	14*		71.5		45.5		3		9		4		17		7		291.5	
Softball	Women		03/13-06/17	14**		71.5		45.5		3		9		6		17		8		326.5	
Swimming & Diving	Men		11/22-03/11	16***	+	77.0		59.0		3		8		3		10		6		261.0	
Swimming & Diving	Women		08/16-11/20	14		77.0		59.0		3		8		3		10		6		261.0	
Synchronized Swimming	Women		11/22-03/10	16***	+	77.0		63.0		3		6		3		8		6		285.0	
Tennis	Men		03/13-06/03	12*		60.5		40.5		3		8		3		12		6		217.5	
Tennis	Women		08/16-10/16	9		49.5		29.5		3		8		3		12		6		184.5	
Track & Field	Men		03/13-06/03	12**		60.5		40.5		3		6		4		14		8		257.5	
Track & Field	Women		03/13-06/03	12*		60.5		40.5		3		6		4		14		8		257.5	
Volleyball	Women		11/22-03/11	17***	+	82.5		57.5		3		7		4		18		8		344.5	
Wrestling	Men		11/15-03/11	17***	+	82.5		62.5		3		8		4		12		8		315.5	
Water Polo	Men		08/16-11/13	13		71.5		51.5		3		8		3		12		6		250.5	
Water Polo	Women		03/13-06/03	12*		66.0		46.0		3		8		3		12		6		234.0	

Number of weeks in a season is counted from the first day of MHSAA season (or equivalent) to the date of the state tournament.

\*\*number of weeks includes 2 weeks of winter holiday break, \*number of weeks includes 1 week of late winter break, †number of weeks includes 1 week of spring break, Number of days in a season is calculated by multiplying the number of weeks in the season by 5.5 days per week minus 5.5 days for each week of vacation

**TABLE III: "NEW" POINT ALLOTMENT FOR HOURS 2000-2001**

[illegible]

TABLE IV: "NEW" PARTICIPANTS 2000-2001

[illegible]

TABLE V: "NEW" POINT ALLOTMENT PER SPORT FOR PARTICIPANTS 2000-2001

[illegible]

TABLE VI: "NEW" POINT ALLOTMENT PER SPORT FOR ASSISTANT, JUNIOR VARSITY AND NINTH GRADE COACHES SUPERVISED 2000-2001

			OLD POINTS					NEW POINTS				OLD			NEW		
			FOR SUPER-		OLD			FOR SUPER-		NEW		Range of			Range of		
SPORT - HEAD COACH	GENDER		VISION		NUMBER			VISION		NUMBER		SUPERVISION			SUPERVISION		
Baseball	Men		10		1			20		2		Total Number			Total Number		
Basketball	Men		10		1			20		2		Sub-Varsity			Sub-Varsity		
Basketball	Women		10		1			20		2		Coaches			Coaches		
Crew-Fall	Co-Ed		10		1			10		1		Supervised			Supervised		
Crew-Spring	Co-Ed		10		1			10		1		by the Head			by the Head		
Cross Country	Men		0		0			10		1		Coach			Coach		
Cross Country	Women		0		0			10		1							
Field Hockey	Women		10		1			20		2							
Football	Men		60		6			80		8							
Golf	Men		0		0			10		1							
Golf	Women		0		0			10		1						Corresponding	
Gymnastics	Men		0		0			0		0		Weight			Points		
Gymnastics	Women		10		1			10		1		EACH			10		
Ice Hockey	Men		10		1			10		1							
Lacrosse	Men		10		1			10		1							
Lacrosse	Women		10		1			10		1							
Soccer	Men		10		1			20		2							
Soccer	Women		10		1			20		2							
Softball	Women		10		1			20		2							
Swimming & Diving	Men		20		2			20		2							
Swimming & Diving	Women		20		2			20		2							
Synchronized Swimming	Women		0		0			10		1							
Tennis	Men		10		1			10		1							
Tennis	Women		10		1			10		1							
Track & Field	Men		20		2			30		3							
Track & Field	Women		20		2			30		3							
Volleyball	Women		10		1			20		2							
Wrestling	Men		10		1			20		2							
Water Polo	Men		10		1			10		1							
Water Polo	Women		10		1			10		1							
TOTAL			330		33			510		51					COST:		\$992

TABLE VII: "NEW" POINT ALLOTMENT PER SPORT FOR EQUIPMENT 2000-2001

SPORT - HEAD COACH	GENDER	OLD POINTS		NEW POINTS		OLD	NEW	OLD	NEW
		FOR EQUIP.	MENT	FOR EQUIP.	MENT			Range of	Range of
Baseball	Men	25	High	25	High			Lite	Lite
Basketball	Men	15	Med	15	Med			Medium	Medium
Basketball	Women	15	Med	15	Med			High	High
Crew-Fall	Co-Ed	25	High	25	High				
Crew-Spring	Co-Ed	25	High	25	High				
Cross Country	Men	5	Lite	5	Lite				
Cross Country	Women	5	Lite	5	Lite				
Field Hockey	Women	25	High	25	High				
Football	Men	25	High	25	High				
Golf	Men	5	Lite	5	Lite				
Golf	Women	5	Lite	5	Lite				Corresponding
Gymnastics	Men	0	x	0	x			0.20	5
Gymnastics	Women	15	Med	25	High			6.00	10
Ice Hockey	Men	25	High	15	High			1.00	15
Lacrosse	Men	25	High	25	High				
Lacrosse	Women	25	High	25	High				
Soccer	Men	15	Med	15	Med				
Soccer	Women	15	Med	15	Med				
Softball	Women	25	High	25	High				
Swimming & Diving	Men	15	Med	15	Med				
Swimming & Diving	Women	15	Med	15	Med				
Synchronized Swimming	Women	5	Lite	15	Med				
Tennis	Men	5	Lite	5	Lite				
Tennis	Women	5	Lite	5	Lite				
Track & Field	Men	25	High	25	High				
Track & Field	Women	25	High	25	High				
Volleyball	Women	15	Med	15	Med				
Wrestling	Men	15	Med	15	Med				
Water Polo	Men	15	Med	15	Med				
Water Polo	Women	15	Med	15	Med				
		475		485	0				
		Points		Points	Average				COST: \$55

TABLE VIII: "NEW" POINT ALLOTMENT PER SPORT FOR SAFETY/RISK RESPONSIBILITY 2000-2001

SPORT - HEAD COACH	GENDER	OLD POINTS		NEW POINTS		OLD	NEW	OLD	NEW
		FOR RISK	CATEGORY	FOR RISK	CATEGORY			Range of	Range of
Baseball	Men	35	MedHigh	35	MedHigh			Lite	Lite
Basketball	Men	20	LiteMed	35	MedHigh			Lite/Medium	Lite/Medium
Basketball	Women	20	LiteMed	35	MedHigh			Medium/High	Medium/High
Crew-Fall	Co-Ed	20	LiteMed	20	LiteMed			High	High
Crew-Spring	Co-Ed	20	LiteMed	20	LiteMed				
Cross Country	Men	5	Lite	20	LiteMed				
Cross Country	Women	5	Lite	20	LiteMed				
Field Hockey	Women	50	High	50	High				
Football	Men	50	High	50	High				
Golf	Men	5	Lite	5	Lite				
Golf	Women	5	Lite	5	Lite				Corresponding
Gymnastics	Men	0	x	0	x			Weight	Points
Gymnastics	Women	50	High	50	High			0.20	5
Ice Hockey	Men	50	High	50	High			0.40	20
Lacrosse	Men	50	High	50	High			0.70	35
Lacrosse	Women	50	High	35	MedHigh			1.00	50
Soccer	Men	50	High	35	MedHigh				
Soccer	Women	50	High	35	MedHigh				
Softball	Women	35	MedHigh	35	MedHigh				
Swimming & Diving	Men	5	Lite	20	LiteMed				
Swimming & Diving	Women	5	Lite	20	LiteMed				
Synchronized Swimming	Women	5	Lite	5	Lite				
Tennis	Men	35	MedHigh	5	Lite				
Tennis	Women	35	MedHigh	5	Lite				
Track & Field	Men	35	MedHigh	35	MedHigh				
Track & Field	Women	35	MedHigh	35	MedHigh				
Volleyball	Women	20	LiteMed	20	LiteMed				
Wrestling	Men	35	MedHigh	50	High				
Water Polo	Men	5	Lite	35	MedHigh				
Water Polo	Women	5	Lite	35	MedHigh				
TOTAL		790		850					COST: \$331
		Points		Points					

\*Ass't Coach fir Diving gets 75% of (50-20) or 23 additional points for higher risk of that event.



MEN'S SPORTS			
POINT AMOUNT @			
SPORT	POSITION	POINTS	\$6.32
BASEBALL	HEAD VARSITY	864	\$5,460.48
BASEBALL	HEAD JUNIOR VARSITY	691	\$4,367.12
BASEBALL	HEAD 9TH GRADE	648	\$4,095.36
BASKETBALL	HEAD VARSITY	880	\$5,561.60
BASKETBALL	HEAD JUNIOR VARSITY	704	\$4,449.28
BASKETBALL	HEAD 9TH GRADE	660	\$4,171.20
CROSS COUNTRY	HEAD VARSITY	508	\$3,210.56
CROSS COUNTRY	ASSISTANT	381	\$2,407.92
FOOTBALL	HEAD VARSITY	999	\$6,313.68
FOOTBALL	ASSISTANT VARSITY	749	\$4,733.68
FOOTBALL	HEAD JUNIOR VARSITY	799	\$5,049.68
FOOTBALL	ASSISTANT JUNIOR VARSITY	599	\$3,785.68
FOOTBALL	HEAD 9TH GRADE	749	\$4,733.68
FOOTBALL	ASSISTANT 9TH GRADE	562	\$3,551.84
GOLF	HEAD VARSITY	549	\$3,469.68
GOLF	ASSISTANT	412	\$2,603.84
GYMNASTICS	HEAD	518	\$3,273.76
GYMNASTICS	ASISSTANT	518	\$3,273.76
ICE HOCKEY	HEAD VARSITY	799	\$5,049.68
ICE HOCKEY	ASSISTANT	599	\$3,785.68
LACROSSE MEN'S	HEAD VARSITY	558	\$3,526.56
LACROSSE MEN'S	HEAD JUNIOR VARSITY	446	\$2,818.72
SOCCER	HEAD VARSITY	742	\$4,689.44
SOCCER	HEAD JUNIOR VARSITY	594	\$3,754.08
SOCCER	HEAD 9TH GRADE	557	\$3,520.24
SWIMMING	HEAD VARSITY	670	\$4,234.40
SWIMMING	ASSISTANT	503	\$3,178.96
DIVING	ASSISTANT	526	\$3,324.32
TENNIS	HEAD VARSITY	493	\$3,115.76
TENNIS	HEAD JUNIOR VARSITY	394	\$2,490.08
TRACK & FIELD	HEAD VARSITY	735	\$4,645.20
TRACK & FIELD	ASSISTANT	551	\$3,482.32
WATER POLO	HEAD VARSITY	645	\$4,076.40
WATER POLO	HEAD JUNIOR VARSITY	516	\$3,261.12
WRESTLING	HEAD VARSITY	783	\$4,948.56
WRESTLING	ASSISTANT	587	\$3,709.84

WOMEN'S SPORTS			
POINT AMOUNT @			
SPORT	POSITION	POINTS	\$6.32
BASKETBALL	HEAD VARSITY	824	\$5,207.68
BASKETBALL	HEAD JUNIOR VARSITY	659	\$4,164.88
BASKETBALL	HEAD 9TH	618	\$3,905.76
CROSS COUNTRY	HEAD VARSITY	508	\$3,210.56
CROSS COUNTRY	ASSISTANT	381	\$2,407.92
FIELD HOCKEY	HEAD VARSITY	654	\$4,133.28
FIELD HOCKEY	HEAD JUNIOR VARSITY	523	\$3,305.36
FIELD HOCKEY	HEAD 9TH GRADE	491	\$3,103.12
GOLF	HEAD VARSITY	549	\$3,469.68
GOLF	ASSISTANT	412	\$2,603.84
GYMNASTICS	HEAD VARSITY	783	\$4,948.56
GYMNASTICS	ASSISTANT	587	\$3,709.84
LACROSSE- WOMEN'S	HEAD VARSITY	558	\$3,526.56
LACROSSE- WOMEN'S	HEAD JUNIOR VARSITY	446	\$2,818.72
SOCCER	HEAD VARSITY	742	\$4,689.44
SOCCER	HEAD JUNIOR VARSITY	594	\$3,754.08
SOCCER	HEAD 9TH	557	\$3,520.24
SOFTBALL	HEAD VARSITY	864	\$5,460.48
SOFTBALL	HEAD JUNIOR VARSITY	691	\$4,367.12
SOFTBALL	HEAD 9TH	557	\$3,520.24
SWIMMING	HEAD VARSITY	670	\$4,234.40
SWIMMING	ASSISTANT	503	\$3,178.96
DIVING	ASSISTANT	526	\$3,178.96
SYNCHRONIZED SWIM	HEAD VARSITY	615	\$3,886.80
SYNCHRONIZED SWIM	ASSISTANT	461	\$2,913.52
TENNIS	HEAD VARSITY	437	\$2,761.84
TENNIS	HEAD JUNIOR VARSITY	350	\$2,212.00
TRACK&FIELD	HEAD VARSITY	735	\$4,645.20
TRACK&FIELD	ASSISTANT	551	\$3,482.32
VOLLEYBALL	HEAD VARSITY	865	\$5,466.80
VOLLEYBALL	HEAD JUNIOR VARSITY	692	\$4,373.44
VOLLEYBALL	HEAD 9TH GRADE	649	\$4,101.68
WATER POLO	HEAD VARSITY	589	\$3,722.48
WATER POLO	HEAD JUNIOR VARSITY	471	\$2,976.72

**MIDDLE SCHOOL**

		<b>POINT AMOUNT @</b>	
<b>SPORT</b>	<b>POSITION</b>	<b>POINTS</b>	<b>\$6.32</b>
BASEBALL	HEAD	335	2,117.20
BASKETBALL-BOY'S	HEAD	310	1,959.20
BASKETBALL-GIRL'S	HEAD	310	1,959.20
FIELD HOCKEY	HEAD	325	2,054.00
FOOTBALL	HEAD	670	4,234.40
GYMASTICS	HEAD	350	2,212.00
SOCCER	HEAD	340	2,148.80
SOFTBALL	HEAD	335	2,117.20
SWIMMING	HEAD	325	2,054.00
SYNCHRONIZED SWIMMING	HEAD	286	1,807.52
TRACK	HEAD	365	2,306.80
VOLLEYBALL	HEAD	310	1,959.20
WRESTLING	HEAD	325	2,054.00

**NEW POSITIONS FOR 2003/2004**

		<b>POINT AMOUNT @</b>	
<b>SPORT</b>	<b>POSITION</b>	<b>POINTS</b>	<b>\$6.32</b>
BOWLING	VAR/BOYS BOWL COACH	549	3,469.68
BOWLING	VAR/GIRLS BOWL COACH	549	3,469.68
BOWLING	JV BOYS BOWL COACH	439	2,774.48
BOWLING	JV GIRLS BOWL COACH	439	2,774.48
DANCE	9TH FALL DANCE COACH	229	1,447.28
DANCE	9TH WINTER DANCE COACH	229	1,447.28
CHEERLEADING	VAR/ FALL CHEER COACH	335	2,117.20
CHEERLEADING	JV/FALL CHEER COACH	244	1,542.08
CHEERLEADING	VAR/WINTER CHEER COACH	335	2,117.20
CHEERLEADING	JV/WINTER CHEER COACH	244	1,542.08
LACROSSE	9TH GRADE BOYS COACH	492	3,109.44
LACROSSE	9TH GRADE GIRLS COACH	477	3,014.64

SUPPLEMENTARY PAY REVIEW COMMITTEE FOR  
INTERSCHOLASTIC SPORTS

I. Purpose

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

II. Initiating the Review

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

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

III. Review Committee

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

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

METHOD OF CALCULATION

MIDDLE SCHOOL SPORTS PROGRAM

I. HOURS

A. Time on task

1. Tasks that were time estimated:

Contest time      Practices  
Squad travel      Locker room supervision  
Warm-up

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

## II. PARTICIPANTS

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

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

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

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

## III. ASSISTANT COACHES

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

B. Factor Weight

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

## IV. EQUIPMENT RESPONSIBILITY

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

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

V. RISK/SAFETY RESPONSIBILITY

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

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

FORMULA

I. Hours

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

II. Participants

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

III. Assistant Coaches

Ten (10) points for each authorized Assistant Coach.

IV. Equipment Responsibility

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

V. Safety/Risk Responsibility

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

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

TOTAL POINTS

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

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



## APPENDIX VI

### SCHOOL HOURS

Regular Days - School hours subject to change based on calendar and agreements with respect to collaborative time.

<u>Preschool</u>	8:35 a.m. - 3:35 p.m.
<u>Elementary*</u>	8:48 a.m. - 3:42 p.m.
Ann Arbor Open School at Mack	8:08 a.m. - 2:54 p.m.
<u>Middle</u> (exclusive of 7.217**)	8:10 a.m. - 2:56 p.m.
<u>Senior High</u> (exclusive of 7.217***)	
Community	7:50 a.m. - 5:00 p.m.
Huron (Early Session)	7:40 a.m. - 2:28 p.m.
(Late Session)	8:43 a.m. - 3:29 p.m.
Pioneer (Early Session)	7:40 a.m. - 2:28 p.m.
(Late Session)	8:43 a.m. - 3:29 p.m.
Clemente	7:40 a.m. - 2:37 p.m.
High School at Stone****	8:15 a.m. - 3:55 p.m.
Skyline	7:45 a.m. - 2:45 pm
<u>Adult Education</u> Stone School****	8:00 a.m. - 10:00 p.m.

\*20 minutes before the start of the morning session, 2 minutes before the afternoon session. For after student dismissal refer to Article 7.217.3

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

\*\*\*10 minutes before the start of the morning session if the teacher's session starts before 7:40 a.m., 15 minutes before the start of the morning session if the teacher's session begins at 7:40 a.m. or later, and 15 minutes after the afternoon teacher's session.

\*\*\*\*No teacher at Stone School may be required to work beyond the normal teacher day of consecutive assignments and unassigned time. However, teachers may apply for hours that exceed this limitation on a yearly basis. Teachers who voluntarily work non-consecutive hours with a portion of their schedules beyond normal school hours shall not be paid for the time in between.

APPENDIX VI  
ANN ARBOR PUBLIC SCHOOLS  
2009-2010 SCHOOL CALENDAR

AUGUST	Mon	31	Teacher professional day.
SEPTEMBER	Tues/Wed/Thur Tuesday	1-3 8	Teacher PD First day for students. Full day.
OCTOBER	Wednesday	7	Early release day for secondary students
NOVEMBER	Tuesday	3	No School for students. Elementary PD in A.M., report writing in P.M. Middle School /High School PD all day.
	Friday	6	End of 1 <sup>st</sup> marking period middle school/ high school
	Wednesday	11	Elementary Report cards due to principal
	Monday	16	Elementary report cards go home
	Wed/Thu/Fri	25-27	No School for students. Thanksgiving break.
DECEMBER	Wednesday	9	Early release day for secondary students
	Friday	18	Winter vacation begins at the end of the day.
JANUARY	Monday	4	School resumes.
	Monday	18	Martin Luther King Jr. Day. School is closed.
	Friday	29	End of First Semester for secondary schools.
FEBRUARY	Monday	1	No school for students at Secondary level. Teachers work day.*
	Tuesday	2	First day of second semester for secondary schools.
	Monday	15	No school for students. Teacher PD.
	Friday	19	Mid Winter vacation begins at the end of the day.
MARCH	Monday	1	School resumes
	Monday	8	No school for Elementary students. Teacher work day.
	Wednesday	10	Elementary reports cards due to principal.
	Monday	15	Elementary report cards go home.
	Wednesday	24	Early release day for secondary students
APRIL	Thursday	1	Spring vacation begins at the end of the day.
	Monday	12	School resumes.
	Friday	16	End of 3 <sup>rd</sup> marking period Middle School/ High School
	Wednesday	28	Early release for high school students
MAY	Wednesday	12	Early release for high school students, Middle School PD Day
	Monday	31	Memorial Day. School is closed.
JUNE	Wednesday	16	Elementary reports cards due to principal.
	Friday	18	End of second semester. Half day for students. Afternoon is records day. Elementary Report Cards go home Teachers may leave upon completion of their assignments. School offices are open until 5:00 P.M. to facilitate checkout. Teachers who need additional time are to work out the checkout details with their principals.
	Monday	21	Each Emergency Closing day of the 2009-2010 school year which reduces the District's attendance days below that required by the state will be made up beginning with this day and each consecutive week day thereafter. Note: Districts are allocated 30 hours for emergency days.

• The full days designated for records/ report writing will remain as teacher days with the understanding that teachers are free to leave upon fulfilling their responsibilities. The teacher professional day (Monday, August 31, 2009) may be satisfied in one hour increments reported to the teacher's immediate supervisor.

APPENDIX VI  
ANN ARBOR PUBLIC SCHOOLS  
2010-2011 SCHOOL CALENDAR

AUGUST	Monday	30	Teacher professional day
	Tues	31	Teacher PD.
SEPTEMBER	Wed/Thur	1-2	Teacher PD
	Tuesday	7	First day for students. Full day.
OCTOBER	Wednesday	6	Early release for secondary students
NOVEMBER	Tuesday	2	No School for students. Elementary PD in A.M., report writing in P.M. Middle School /High School PD all day.
	Friday	5	End of 1 <sup>st</sup> marking period middle school/ high school
	Friday	12	Elementary Report cards due to principal
	Wednesday	17	Elementary reports go home
	Wed/Thur/Fri	24-26	No School for students. Thanksgiving break.
DECEMBER	Wednesday	8	Early release for secondary students
	Friday	17	Winter vacation begins at the end of the day.
JANUARY	Monday	3	School resumes.
	Monday	17	Martin Luther King Jr. Day. School is closed.
	Friday	28	End of First Semester for secondary schools.
	Monday	31	No school for students at Secondary level. Teachers work day.*
FEBRUARY	Tuesday	1	First day of second semester for secondary schools.
	Wednesday	16	No school for students. Teacher PD.
	Friday	18	Mid Winter vacation begins at the end of the day.
	Monday	28	School resumes.
MARCH	Monday	7	No school for Elementary students. Teacher work day.
	Wednesday	9	Elementary reports cards due to principal.
	Monday	14	Elementary report cards go home.
	Wednesday	23	Early release for secondary students
APRIL	Friday	1	Spring vacation begins at the end of the day.
	Monday	11	School resumes.
	Friday	22	No school for students. Good Friday
	Friday	15	End of 3rd marking period Middle School/ High School
	Wednesday	27	Early release for high school students
MAY	Wednesday	11	Early release for high school students
	Monday	30	No school for Middle school students. Teacher PD. Memorial Day. School is closed.
JUNE	Wednesday	15	Elementary reports cards due to principal.
	Friday	17	End of second semester. Half day for students. Afternoon is records day. Elementary Report Cards go home Teachers may leave upon completion of their assignments. School offices are open until 5:00 P.M. to facilitate checkout. Teachers who need additional time are to work out the checkout details with their principals.
	Monday	20	Each Emergency Closing day of the 2008-2009 school year which reduces the District's attendance days below that required by the state will be made up beginning with this day and each consecutive week day thereafter. Note: Districts are allocated 30 hours for emergency days (including weather-related). Elementary Report Cards go home

• The full days designated for records/ report writing will remain as teacher days with the understanding that teachers are free to leave upon fulfilling their responsibilities. The teacher professional day (Monday, August 30, 2010) may be satisfied in one hour increments reported to the teacher's immediate supervisor.

APPENDIX VI

PAY DAY SCHEDULE FOR 2009-10

September 11	March 12
September 25	March 29
October 9	April 10
October 23	April 24
November 6	May 8
November 20	May 22
December 4	June 5
December 18	June 19
December 31	July 3
January 15	July 17
January 29	July 31
February 12	August 14
February 26	August 28

## APPENDIX VII

### INSURANCE AND INVESTMENT OPPORTUNITIES

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

Priority Health Maintenance Organization  
34605 Twelve Mile Road  
Farmington Hills, MI 48331-3291  
Telephone: 1-800-852-9780, 1-248-489-6200

Blue Care Network  
25925 Telegraph Road, MC B811  
Southfield, MI 48086-5043  
Telephone: 1-800-258-8000

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

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

Long Term Disability: Michigan Education Special Services Association  
(MESSA)  
Telephone: 1-800-247-6951

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

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

Annuities: Cambridge Investments  
2900 Coolidge Hwy  
Berkley, MI 48072  
Telephone: 1-877-884-8800

Consolidated Financial Corp.  
28411 Northwestern Highway, Ste. 950  
Southfield, MI 48034  
Telephone: 1-800-232-2383

Equitable  
777 E. Eisenhower, Ste. 106  
Ann Arbor, MI 48108  
Telephone: 734-213-2145

Fidelity Investments  
P.O. Box 770002  
Cincinnati, OH 45277-0089  
Telephone: 800-343-0860

First Investors Corp  
36119 Schoolcraft Rd.  
Livonia, MI 48150  
Telephone: 800-229-3940

Mass Mutual  
2094 S. Main Street  
Ann Arbor, MI 48103  
Telephone: 214-3980

MET Life  
6322 University Dr.  
Dearborn Heights, MI 48127  
Telephone: 313-980-0124

Paradigm Equities, Inc/ MEA  
4165 W. Loch Alpine Dr.  
Ann Arbor, MI 48103  
Telephone: 424-9954

V.A.L.I.C.  
3031 W. Grand Blvd., Ste. 440  
Detroit, MI 48202  
Telephone: 248-894-7099

(When a minimum of 75 employees desire to participate with a specific company, payroll premium deductions can be arranged.)

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

Investment and Loans:

Michigan Educational Credit Union  
4141 Jackson Road  
Ann Arbor, MI 48103  
Telephone: (734) 761-7505

# APPENDIX VIII

## 2009-10 GUIDELINES AND COMPENSATION FOR CURRICULUM DEVELOPMENT

	<u>Guide for</u> <u>Unit of Work</u>		<u>Course Guide</u>	
Minor Revision	\$359.92	- \$548.30	\$359.92	- \$548.30
Major Revision	\$629.87	- \$1,169.67	\$899.78	- \$1,799.47
Preparation of unit course taught without guide	\$629.87	- \$1,169.67	\$899.78	- \$1,799.47
Preparation of new unit of course	\$665.84	- \$1,529.58	\$1,313.63	- \$2,627.02

## APPENDIX IX

### SICK LEAVE BANK OPERATING PROCEDURES

1. The office of Human Resources and Legal Services shall have oversight of the Sick Leave Bank. Application is made by calling 994-2240.
2. Days from the Sick Leave Bank shall be used only for a physical disability or illness of a teacher which, in the judgment of a physician, makes it necessary for the teacher to be absent from his/her assignment. Days from the sick leave bank may be used for absences to participate in religious observances, subject to the restrictions in Section 6.323. Up to thirty (30) days per year can be used by a teacher from the sick leave bank for an acute illness or the onset of a chronic illness of a family member which requires the teacher's presence, in the judgment of a physician.
3. A physician's verification shall be required for each instance of use of days from the Sick Leave Bank. Such verification must be submitted to the Office of Human Resource Services not later than ten (10) days after the first day withdrawn from the sick leave bank for any illness. The Board may require the teacher to secure a second opinion regarding the need for absence from a doctor appointed and paid for by the Board. If the two doctors are in disagreement, they shall select a third doctor and the teacher must secure an opinion from that doctor on the issue of need for absence. The third doctor's opinion shall be controlling for granting days from the bank. The board shall pay for the third doctor's costs.

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

4. There shall be a limit of ninety (90) days use from the Sick Leave Bank for any one illness or disability for the teacher's duration of employment by the Ann Arbor Public Schools. A teacher may draw additional sets of ninety (90) days for subsequent documented different illnesses or disabilities upon approval of sick bank committee.
5. The responsibility for making application for the use of days from the Sick Leave Bank rests with the teacher. The following information will be required upon application:
  - a) Name
  - b) School or Unit
  - c) Approximate number of days needed and dates of these days
  - d) Name of physician
  - e) Date of appointment with physician.
6. Application for use of Sick Leave Bank must be made not later than 5:00 P.M. of the second day of an absence covered by the Sick Leave Bank.
7. An attempt will be made to confer with a teacher who fails to comply with the time limits described in 3 and 6 above, prior to any salary deduction or penalty for such non-compliance.



## APPENDIX X

### PEER EVALUATION

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

## APPENDIX XI

### MINIMUM LONG TERM DISABILITY BENEFITS

#### EMPLOYEE ELIGIBILITY

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

#### WAITING PERIOD

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

#### MONTHLY BENEFIT

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

#### MAXIMUM BENEFIT PERIOD

Accident benefits are payable during continuous disability to age 65.

Sickness benefits are payable during continuous disability to age 65.

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

#### WAIVER OF PREMIUM

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

#### SPECIAL BENEFITS AND PROVISIONS

1. Maternity shall be treated as any other disability or illness.
2. Pre-existing conditions will not be excluded after a teacher has worked for five (5) days.
3. Social Security benefits offset will be frozen at the level first granted to the teacher.
4. Alcoholism and Drug Addiction will be treated as any other illness.
5. A survivor benefit will be paid in accordance with the policy.
6. There shall be a regular or own occupation waiver for two (2) years after insurance benefits begin.

#### TERMINATION OF INSURANCE

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

#### INTERPRETATION OF POLICY

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

## Appendix XII

### FRINGE BENEFIT OPTIONS

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

#### Plan A

MESSA SuperCare I or MESSA Choices II PPO, Rx \$10/\$20  
Delta Dental Insurance Plan 100X: 75/75/50 (\$2,000)  
Life Insurance: \$45,000, with AD&D  
Long Term Disability

#### Plan B

Priority Health HMO, PLAN 450, RX \$15/\$30,  
or Blue Care Network HMO plan with Rx \$15/\$30.  
Delta Dental Insurance Plan 100X: 75/75/50 (\$2,000)  
Life Insurance: \$45,000, with AD&D  
Long Term Disability

#### Plan C

Delta Dental Insurance (80/80/80/\$2,000)  
Life Insurance: \$50,000, with AD&D  
Long Term Disability  
Vision Care-VSP3.  
\$2,000 per year cash incentive deposited into the employees paycheck in monthly increments

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

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

Priority Health HMO or Blue Care Network HMO.  
Delta Dental Insurance Plan 100X: 75/75/50 (\$2,000)  
Life Insurance: \$45,000, with AD&D  
Long Term Disability

Beginning March 1, 2006:

All plans shall include Vision Care – VSP 3.

Except for Plan C, the Board's contribution to an eligible teacher's healthcare and vision care shall not exceed the cost of the BCBSM PPO offered to other employees of the district pro-rated to the employee's percent of benefit entitlement.

The Board shall pay the full premium for full time employees selecting Plan C.

**TEACHER EVALUATION COMMITTEE  
RECOMMENDATIONS**

ANN ARBOR PUBLIC SCHOOLS  
ANN ARBOR, MICHIGAN  
TABLE OF CONTENTS

**Purpose of Evaluation:**

To improve instruction for all students

**Contents:**

Areas of Teacher Performance

Revised Evaluation Form

Updated Individualized Development Plan Form

Proposed Evaluation Timeline and Procedures

- probationary
- tenured

**Definitions:**

IDP Review

Checkpoint

## **AREAS OF TEACHER PERFORMANCE**

## AREAS OF TEACHER PERFORMANCE

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

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



## AREAS OF TEACHER PERFORMANCE

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

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

Descriptors:

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

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

Descriptors:

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

- c. Teachers treat students equitably.**

Descriptors:

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

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

Descriptors:

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

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

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

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

Descriptors:

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

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

Descriptors:

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

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

Descriptors:

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

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

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

##### Descriptors:

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

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

##### Descriptors:

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

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

##### Descriptors:

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

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

Descriptors:

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

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

Descriptors:

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

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

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

Descriptors:

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

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

Descriptors:

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

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

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

### Descriptors:

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

- b. Teachers work collaboratively with parents.**

### Descriptors:

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

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

### Descriptors:

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

## **6. Teachers Demonstrate Professional Work Habits**

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

## **EVALUATION FORMS**



# PROFESSIONAL STAFF EVALUATION

## Ann Arbor Public Schools Ann Arbor, Michigan

School \_\_\_\_\_

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

Events	Dates	Employee Status: (Check One)	Evaluation Status: (Check One)	Others Contributing to this Evaluation:	
Classroom visits:		<input type="checkbox"/> Probationary Year 1	Note: These options are only available to Tenured and Post-Probationary Non-Tenured staff.		
		<input type="checkbox"/> Probationary Year 2		<i>Name</i>	<i>Title</i>
		<input type="checkbox"/> Probationary Year 3		<i>Name</i>	<i>Title</i>
		<input type="checkbox"/> Probationary Year 4		<i>Name</i>	<i>Title</i>
Review draft with Staff Member		<input type="checkbox"/> Tenured		<i>Name</i>	<i>Title</i>
Final Revision For Signature		<input type="checkbox"/> Non Tenure Status	<input checked="" type="checkbox"/> Option 1	<i>Name</i>	<i>Title</i>
		<input type="checkbox"/> Recommended for	<input type="checkbox"/> Option 2	<i>Name</i>	<i>Title</i>
		<input type="checkbox"/> Tenure		<i>Name</i>	<i>Title</i>

### RATING SCALE

**M** = Meets the District's performance expectations as derived from the National Board for Professional Teaching Standards.

(A "Meets" rating is achieved by showing evidence of meeting all descriptors in a given aspect of performance.)

**P** = Demonstrates Progress and improvement in meeting the District's expectations as derived from the National Board for Professional Teaching Standards.  
(This is for the first 2 years of a 4 year probationary period OR the first year of a 2 year probationary period and ONLY in the 4 aspects which refer to the AAPS curriculum [2a, 3a, 3e, 4a].)

**B** = Performing Below expectations in meeting the District's expectations as derived from the National Board for Professional Teaching Standards.

**U** = Unsatisfactory performance in meeting the District's expectations as derived from the National Board for Professional Teaching Standards.



## Professional Staff Evaluation

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

### 1. Committed to students and their learning.

		Rating	Narrative	Recommendations	IDP Goal ↓
A	Recognizes individual differences in her/his students and adjust her/his practice accordingly				
B	Understands how students develop and learn				
C	Treats students equitably				
D	Mission extends beyond developing the students' cognitive capacity				

### 2. Knows the subjects (s)he teaches and how to teach those subjects to students.

		Rating	Narrative	Recommendations	IDP Goal ↓
A	Appreciates how knowledge in his/her subjects is created, organized and linked to other disciplines in the context of relevant student outcomes of the AAPS curriculum				
B	Commands specialized knowledge of how to convey a subject to students				
C	Generates multiple paths to knowledge				
D	Classroom instruction demonstrates cultural competency				

## Professional Staff Evaluation

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

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

		Rating	Narrative	Recommendations	IDP Goal ↓
A	Mindful of their primary objectives in terms of the relevant student outcomes of the AAPS curriculum				
B	Calls on multiple methods to meet her/his goals				
C	Orchestrates learning in group settings				
D	Places a premium on student engagement in learning				
E	Regularly assesses student progress using the relevant student outcomes of the AAPS curriculum				
F	Uses data to guide instruction				

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

		Rating	Narrative	Recommendations	IDP Goal ↓
A	Continually makes challenging decisions that test his/her judgment using the relevant student outcomes of the AAPS curriculum				
B	Seeks the advice of others and draws on education research and scholarship to improve his/her practice				

## Professional Staff Evaluation

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

### 5. Member of learning communities.

		Rating	Narrative	Recommendations	IDP Goal ⇓
A	Contributes to school effectiveness by collaborating with other staff				
B	Works collaboratively with parents				
C	Takes advantage of community resources				

### 6. Communicates effectively.

		Rating	Narrative	Recommendations	IDP Goal ⇓
A	Communicates effectively in appropriate written language				
B	Communicates effectively in appropriate oral language				
C	Communicates effectively with current technology (PowerSchool)				

### 7. Demonstrates professional work habits.

		Rating	Narrative	Recommendations	IDP Goal ⇓
A	Conscientious in her/his attendance				
B	Punctual				
C	Meets deadlines				

Professional Staff Evaluation

Name: \_\_\_\_\_

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

**Additional Professional Participation:**

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

**Signatures:**

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

\_\_\_\_\_  
*Date*

\* \* \* \* \*

I have read this evaluation.

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

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

\_\_\_\_\_  
*Date*

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

Separate signed document attached      \_\_\_\_\_ Yes      \_\_\_\_\_ No

"In the event that the teacher feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in the Personnel File."

Comments attached      \_\_\_\_\_ Yes      \_\_\_\_\_ No

## NOTES ON OBSERVATION OF DESCRIPTORS

Remember to note EXAMPLES in addition to DESCRIPTOR data!

Name: \_\_\_\_\_ Year: \_\_\_\_\_

DESCRIPTOR	NOTES
------------	-------

### 1 COMMITTED TO STUDENTS AND THEIR LEARNING

1 A 1	Demonstrate sensitivity to family & community factors	
1 A 2	Plan using interests & prior knowledge	
1 A 3	Assess when to change plans; monitors & adjusts	
1 B 1	Uses learning & child development theory in decisions	
1 B 2	Provide multiple contexts for student achievement	
1 B 3	Range of achievement among students in multi-cultural nation	
1 C 1	Distribute attention equitably	
1 C 2	Establish constructive student relationships	
1 C 3	Varied strategies to meet student needs	
1 D 1	Student dignity, self-concept, motivation	
1 D 2	Attend to affective & physical development	

### 2 KNOW SUBJECTS PER AAPS CURRICULUM & HOW TO TEACH THEM TO STUDENTS

2 A 1	Subject knowledge: facts & organizing concepts	
2 A 2	Different modes of critical thinking	
2 A 3	Teach analytic thinking re. content	
2 A 4	Knowledge of relation between methods & content of subject(s)	
2 A 5	Richness of disciplines & links to others	

2 B 1	Demonstrate appropriate ways to present subject matter	
2 B 2	Articulate misconceptions & difficulties of subject, etc.	
2 B 3	Apply knowledge of students, subject, etc. in decision-making	
2 B 4	Keep current with new materials & their effectiveness	
2 B 5	Demonstrate relationship between knowledge & skills	
2 C 1	Use structured & discovery learning	
2 C 2	Help students pose problems & work through alternative solutions	
2 C 3	Teach that knowledge combines information, understanding, skills, etc	
2 C 4	Apply interdisciplinary practice & thinking	

### 3 RESPONSIBLE FOR MANAGING AND MONITORING STUDENT LEARNING

3 A 1	Hold & state high expectations for all students	
3 A 2	Demonstrate elements of instructional planning	
3 A 3	Articulate objectives & reasons for their import	
3 B 1	Act as facilitators of student learning	
3 B 2	Employ variety of generic instructional skills	
3 B 3	Vary instructional settings & use range of resources	
3 B 4	Enlist knowledge & expertise of fellow faculty	
3 C 1	Organize student groups for specific learning purposes	
3 C 2	Different instructional formats require different interactions	
3 C 3	Develop social norms by which students & teacher interact	
3 C 4	Class management that guides students to focus on learning	

3 D 1	Demonstrate ways to encourage motivation & engagement in learning	
3 D 2	Use range of strategies for monitoring student engagement in learning	
3 D 3	Encourage students to persevere when learning is difficult	
3 E 1	Timely, accurate, constructive, specific feedback re. learning	
3 E 2	Employ variety of evaluation methods to track progress & mastery	
3 E 3	Help students engage in self-assessment	
3 E 4	Judge success of activities in terms of student learning	

#### 4 THINKS SYSTEMATICALLY ABOUT HIS/HER PRACTICE AND LEARNS FROM EXPERIENCE

4 A 1	Use established theory & reasoned judgement to make sound decisions	
4 A 2	Choose among competing goals	
4 A 3	Use know. of teaching & student interests in instructional decisions	
4 B 1	Search out learning opportunities to enhance teaching	
4 B 2	Commit to continued professional growth	
4 B 3	Solicit ideas re. work from parents, students, colleagues	
4 B 4	Develop ways to listen to students, colleagues & administrators	
4 B 5	Reflect on teaching to improve practice	
4 B 6	Keep current with research & incorporate findings into practice	
4 B 7	Exemplify virtues that want to impart to students	

#### 5 IS A MEMBER OF A LEARNING COMMUNITY

5 A 1	Participate in analysis of AAPS curriculum & building program	
5 A 2	Collaborate in planning instructional program of school	

5 A 3	Interpersonal skills of teamwork & willingness to work together	
5 A 4	Work on school-wide improvements & professional development	
5 A 5	Responsible with administrators for integrity of school program	
5 B 1	Communicate regularly with parents & guardians	
5 B 2	Demonstrate skill at working with all parents & guardians	
5 B 3	Collaborative relationships with families re. student achievement	
5 C 1	Knowledge of school community as resource for learning	
5 C 2	Learn character of community & effects on school & students	
5 C 3	Use cultural diversity of community re. students' diverse backgrounds	

## 6. COMMUNICATES EFFECTIVELY

## 7. DEMONSTRATES PROFESSIONAL WORK HABITS



**Option II Evaluation Document**  
**COVER SHEET**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Assignment

\_\_\_\_\_  
School

is completing an Option II for the 20\_\_\_\_ - 20\_\_\_\_ school year. \_\_\_\_\_ meets  
all expectations as a teacher in the Ann Arbor Public Schools.  
*Name*

The following narrative and documents constitute the agreements/ activities completed during this evaluation period (see attached).

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

\_\_\_\_\_  
*Date*

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

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

\_\_\_\_\_  
*Date*

**Professional Staff Evaluation: Option #2 Plan**  
**Ann Arbor Public Schools**

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

## Assignment

Evaluator \_\_\_\_\_ Evaluation Year \_\_\_\_\_

### Timeline & Check Points

<u>Dates</u>		<u>Process Steps</u>	<u>Initials and Dates as Completed</u>		
			Staff Member	Evaluator	Date
		Observation(s) by Adminstrator			
1 <sup>st</sup> Fri in Dec		Decision on Option 1 or 2			
2 <sup>nd</sup> Fri in Jan		A. Description of Plan B. Goals and Objectives C. Indicators of Success Agreed Upon			
1 <sup>st</sup> Mon in Feb		Checkpoint 1 (option to return to Option 1)			
1 <sup>st</sup> Mon in April		Checkpoint 2			
1 <sup>st</sup> Mon in June		Completion of Option 2			

Description (by 2<sup>nd</sup> Friday in January)[illegible]

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

[illegible]

## February Checkpoint Notes

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

## April Checkpoint Notes

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

This image shows a full page of blank white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for writing or drawing. There are no margins, text, or other markings present.

---

*Date*

---

*Date*

## **INDIVIDUALIZED DEVELOPMENT PLAN**

# INDIVIDUALIZED DEVELOPMENT PLAN

Ann Arbor Public Schools

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

Others Contributing to Development of the Plan:	Date:	Nature of Contact:	Status: (Check One)
			<input type="checkbox"/> Probationary Year 1
			<input type="checkbox"/> Probationary Year 2
			<input type="checkbox"/> Probationary Year 3
			<input type="checkbox"/> Probationary Year 4
			<input type="checkbox"/> Tenured
			<input type="checkbox"/> Post-Probationary
			<input type="checkbox"/> Non Tenured

The Individualized Development Plan provides a framework for the development of essential teacher competencies focused on assuring student success and achievement. The format of the plan is intended to promote collaboration between teacher and supervisor, promote reflection regarding one's teaching skills, and identify areas for teacher growth and improvement.

The areas of teacher performance include:

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

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

IDP Type: \_\_\_\_\_ Developmental (Probationary) \_\_\_\_\_ Improvement (Tenured teacher with required IDP) \_\_\_\_\_ Enhancement (Tenured teacher with satisfactory evaluation)

# INDIVIDUALIZED DEVELOPMENT PLAN

Ann Arbor Public Schools

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

GOALS	OBJECTIVES	MEASURES and/or EVIDENCE	SUGGESTED RESOURCES

Completion date (for improvement IDP only) \_\_\_\_\_

GOALS	OBJECTIVES	MEASURES and/or EVIDENCE	SUGGESTED RESOURCES

Completion date (for improvement IDP only) \_\_\_\_\_



# INDIVIDUALIZED DEVELOPMENT PLAN

Ann Arbor Public Schools

Name: \_\_\_\_\_

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

GOALS	OBJECTIVES	MEASURES and/or EVIDENCE	SUGGESTED RESOURCES

Completion date (for improvement IDP only) \_\_\_\_\_

GOALS	OBJECTIVES	MEASURES and/or EVIDENCE	SUGGESTED RESOURCES

Completion date (for improvement IDP only) \_\_\_\_\_

# INDIVIDUALIZED DEVELOPMENT PLAN

Ann Arbor Public Schools

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

This IDP is supported by related activities in the Personal Development Plan (PDP).

_____ <i>Signature of Teacher</i>	_____ <i>Date</i>
_____ <i>Signature of Supervisor</i>	_____ <i>Date</i>
_____ <i>Signature of Contributor</i>	_____ <i>Date</i>
_____ <i>Signature of Contributor</i>	_____ <i>Date</i>

## **PROPOSED EVALUATION TIMELINE AND PROCEDURES**

**Probationary**  
**Tenured**

## PROBATIONARY

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

Review IDP: Examples of Other Data Sources

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

## PROBATIONARY TEACHER TIMELINE

### 2 Evaluation Cycles† per year

By last Friday in September	<u>Notification</u> of evaluation
By second Friday in October	<ul style="list-style-type: none"> <li>•Meeting regarding evaluation process and procedures.</li> <li>•Meeting to review IDP process</li> <li>-these may be group meetings</li> </ul>
By first Monday in November	<u>1st IDP Review</u> for year 2-4 probationary teachers.
By First Monday in December	<u>Complete first evaluation cycle</u>
By last Friday in January	<u>Develop initial IDP</u> for first year probationary teachers.
By first Friday in February	<u>2nd IDP Review</u> for year 2-4 probationary teachers.
By first Monday in April	<u>Complete second evaluation cycle</u>
By third Friday in May	<u>Submit IDP</u> for following year

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

#### †Evaluation Cycle

Each evaluation cycle consists of:

- pre-observation conference 1
- observation 1
- post-observation conference 1
- pre-observation conference 2
- observation 2
- post-observation conference 2
- written evaluation

The written evaluation may also include unscheduled observations, meetings to review unscheduled observations, and written summaries.

#### RATING SCALE

- M** = Meets the District's performance expectations as derived from the National Board for Professional Teaching Standards.  
 (A "**M**eets" rating is achieved by showing evidence of meeting all descriptors in a given aspect of performance.)
- P** = Demonstrates **P**rogress and improvement in meeting the District's expectations as derived from the National Board for Professional Teaching Standards. (**This is for the first 2 years of a 4 year probationary period OR the first year of a 2 year probationary period and ONLY in the 4 aspects which refer to the AAPS curriculum [2a, 3a, 3e, 4a].**)
- B** = Performing **B**elow expectations in meeting the District's expectations as derived from the National Board for Professional Teaching Standards.
- U** = **U**nsatisfactory performance in meeting the District's expectations as derived from the National Board for Professional Teaching Standards.

#### **Probationary Teacher Rating Scale**

The following scale is for Probationary Teachers only:

- Year 1: 4 P's and 6 B's  
 Year 2: 4 P's and 4 B's  
 Year 3: 0 P's and 2 B's  
 Year 4: 0 P's and 0 B's

## TENURED PROCESS

Ongoing	Informal Observation: This activity is expected to occur in "non-evaluation" years. A variety of models may be utilized for data gathering. Artifacts will be available for review with the evaluator.	
Formal Evaluation Year Process	<div>Written Notice</div> <div>Meeting: Re - evaluation process / procedures</div> <div><div>Option #1</div><div>Multiple:<div>Pre - Conference Observations</div><div>Post - Observation Conference</div></div></div> <div><div>Option #2</div><div>At least one:<div>Pre-Conference Observation</div><div>Post - Observation Conference</div></div><div>Mutual agreement on area of focus and indicators</div><div>Mutually agreed upon other data sources (see list)</div></div>	
Content	All areas	Focused area(s)
Product	Comprehensive evaluation of all areas of teacher performance	

### Examples of Other Data Sources:

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

## TENURED TEACHER TIMELINES

By last Friday in September	Notification of evaluation
By second Friday in October	Meeting regarding process/procedures (individual or group) - inform of process - information on how to make option decisions
By first Friday in December**	Decision on option  Option #2 may only be utilized if there is mutual agreement between the teacher and the evaluating administrator. If no agreement exists, option #1 will be used for the evaluation. Option #1 per current contract.
By second Friday in January	Develop plan if Option #2. Description of Plan. Goals and objectives of Plan. Indicators of Success of Plan.  Implement plan.  IDP due for any tenured teacher with unsatisfactory evaluation
By first Monday in February	Checkpoint #1 (with an option to return to Option #1)
By first Monday in April	Checkpoint #2
By third Friday in May	Complete evaluation cycle (pre-conference, observation, post-observation conference) if there are any “unsatisfactory” ratings or more than 2 “below expectation” ratings
By first Monday in June	Complete evaluation cycle (pre-conference observation, post-observation conference) for all others.  Completion of Option 2
By second Monday in June	Complete improvement IDP for tenured staff with any “unsatisfactory” or more than 2 “below expectations”

- 
- \* Observations may not take place during first two weeks or last two weeks
  - \* There must be three weeks between observations unless by mutual agreement
  - \* Evaluations must be reviewed with the staff person within 10 days of last observation or agreed to end date
  - \*\*The first round of the pre observation conference/observation/post observation conference is to be completed by this date.

**Memorandum of Agreement** between The Ann Arbor Education Association and The Ann Arbor Board of Education: The parties agree that the due date for an Improvement Individual Development Plan (IDP) for a tenured teacher who has received a **first** unsatisfactory evaluation at the end of a first semester evaluation shall be not later than second Friday in January. The Improvement IDP for an evaluation completed in the second evaluation cycle is due not later than the second Monday in June. The plan will be ready for implementation for either the second semester for the same school year if a first semester evaluation has been completed. Or, a plan will be ready for implementation for the following fall if a second semester evaluation has been completed.

## **DEFINITIONS**

### **IDP Review**

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

### **Checkpoint**

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



Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

TEACHER EVALUATION STANDARDS

Tenured Staff

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

Probationary Staff

An evaluation is satisfactory for probationary staff if:

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

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

### Descriptors

Descriptors are used to help understand each of the areas of performance.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX XIV

### DEFINITIONS

#### 1. CERTIFIED:

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

#### 2. COMPLAINT:

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

#### 3. DAILY RATE OF PAY:

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

#### 4. DISCIPLINARY ACTION:

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

#### 5. FORMAL REPRIMAND:

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

#### 6. GRIEVANCE:

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

7. GRIEVANCE, ASSOCIATION:

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

8. GRIEVANCE, CLASS:

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

9. GRIEVANCE, FORMAL:

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

10. GRIEVANCE, INFORMAL:

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

11. NEGOTIATE:

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

12. NEGOTIATING TEAM:

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

13. REGULAR BASIC SALARY SCHEDULE:

The salary schedule appearing as Appendix IV of this Agreement.

14. SUBSTITUTE, EXTENDED TIME:

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

15. SUPPLEMENTARY PAY:

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

16. TEACHER:

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

17. REVENUE:

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

18. MIDDLE SCHOOL:

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

19. EQUIVALENT:

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

20. CONSENSUS AND CONSENSUS PROCESS:

This consensus model refers only to section 7.322.5 and does not modify the role of the principal as defined in that section. The parties agree that consensus means that all participants in the process must either be in agreement on the decision or have declared that they can live with the decision. The persons participating in consensus wherever it appears in this agreement are all AAEE bargaining unit members assigned to a building and the principal.

The key components to that process include:

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

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

## APPENDIX XV

### SPECIAL AREA TEACHERS AND OTHERS

The last day of classes in elementary schools for special area teachers is sometimes different than regular classroom schedules. To allow for these changes while preserving classroom teacher's prep time and assuring special teacher's student contact time, time may be banked during the course of the year. Special teacher's schedules may be increased to bank time for the following end of the year procedures. The end of the year teaching schedule for special area teachers is as follows:

1. Elementary Instrumental Music: the last 3 1/2 days of school.
2. Elementary Vocal Music: the last 1/2 day of school.
3. Elementary Physical Education. the last 1/2 day of school
4. Student Intervention Support Services: Itinerant staff will work out schedules per building.
5. Elementary Art:  
Teachers with one building: the last 2 1/2 days of school. Teachers with more than one building: the last 3 ½ days of school. An additional day beyond those mentioned will be allowed if the art teacher is responsible for maintaining and ordering art supplies for the building.
6. Media Specialists: End of the day on the last full day of student contact. Unscheduled time will be used for inventory. Scheduled classes should continue until the end of the school year. The media specialist time that is not scheduled should be used for inventory and shut down responsibilities. Increase teacher clerk time to support this activity beginning May 15<sup>th</sup>.
7. Secondary Media Specialists: Schedules will reflect building based needs and activities (inventory, exam schedules, etc.).
8. Secondary Counselors: Determined at the building level.
9. Elementary Computer Lab: will work out schedules per building.

## APPENDIX XVI

### Joint Educational Needs Committee

There shall be established a joint AAEEA/Board Joint Educational Needs Committee as a standing sub-committee of the Problem Solving Committee. The Committee membership shall be limited to eight (8) members. Four shall be AAEEA appointed and four shall be Board-appointed. Fifty percent of each group shall be special education educators. Meetings days and times will be mutually agreed upon by all eight members. AAEEA members who meet beyond their contractual hours will be compensated at the BA – step 1 hourly rate.

The Joint Educational Needs Committee for elementary and secondary level will be implemented concurrently as a pilot for the 2009-10 school year. At the end of the 1<sup>st</sup> semester the committee will provide a report to the problem solving team.

This Problem-solving sub-committee shall be responsible for all issues regarding weighted count pursuant to Article 7.123. The sub-committee shall report to the joint problem-solving team.

The Committee will meet on a monthly basis, or as needed, during the term of the contract. It is expected that the Joint Educational Needs Committee will operate in a problem-solving manner and that specific recommendations regarding those matters hereinafter detailed may be made on an ongoing basis during the term of the contract. Recommendations regarding matters which are subject to collective bargaining must be approved by agents of the Board and the AAEEA prior to implementation.

Specifically, the Joint Educational Needs Committee shall:

1. Make recommendations concerning alternatives for children who do not qualify for special education services but who require additional support services to insure educational success;
2. Research problems and concerns and make recommendations concerning regular education and special education as they relate to one another;
3. Monitor and make recommendations for the ongoing in-service needs of regular education and special education teachers;
4. Study and make recommendations concerning the ratio of support staff to students and the delivery of services, including any compensation for overage.
5. Make recommendations concerning:
  - a. The Student Rights and Responsibilities Handbook.
  - b. Inclusion / Co-teaching.

Further, it is agreed that all buildings be provided with a manual of current District special education policies and procedures, as well as special education policies and procedures posted online, and that substantive modifications of District special education policies and for procedures be sent to principals by SISS on an ongoing basis throughout the year, with copies to all special education teachers and appropriate support staff.

For the purposes of this agreement, the following definitions apply:



Inclusive education is defined as follows: The provision of educational services for students with disabilities, in schools where peers without disabilities attend, in age-appropriate general education programs under the direct supervision of general education teachers with special education support and assistance as determined appropriate through the Individualized Education Planning Team (IEPT).

IEPT: Individualized Education Planning Team is a special committee formed to determine the needs of the child at the building level.

#### Students with Disabilities Access to General Education Services

The issue of placement, counting, and the delivery of instructional services to mainstreamed students is an educational issue that will be addressed by the Joint Educational Needs Committee. Individualized Educational Planning Team (IEPT) recommendations are to be followed from the first day of school with the understanding that exceptions may need to be made in the case of students transferring from other districts, intra-city transfers, or enrollment variations. Accordingly, the committee will make recommendations regarding the blending or bridging of instructional responsibilities among and between the principal, special education teacher, general classroom teacher, and special education support staff so as to most appropriately provide instructional service to the mainstreamed student.

The board agrees to continue to work to improve the placement of students with disabilities placed in general education classrooms and will not await the recommendations of the Joint Educational Needs Committee to address this issue.

The Joint Educational Needs Committee shall monitor all district classes where students with disabilities are placed in general education classrooms (mainstreamed or included).

As part of its monitoring function, the committee shall issue a report after the fourth Friday count and at the end of the year detailing those grades/classes throughout the district where students are included. Such information shall be shared with the Joint Educational Needs Committee.

The Joint Educational Needs Committee may also make written recommendations for resolving individual class load problems arising from the mainstreaming of students into general education classrooms. As part of its resolution function, the committee shall review class size problems arising from the mainstreaming of students into general education classrooms which are not resolved at the building level. The affected teacher(s) must, however, have first attempted to resolve the problem(s) at the building level with the principal. The Committee's method for dealing with individual problems will include gathering facts, generally reviewing the situation, and making recommendations to the superintendent or designee. The committee shall not have authority to expend district funds, but may recommend such expenditures.

Recommendations or relief provided by the Joint Educational Needs Committee shall not be deemed as precedent setting with respect to the language of the Master Contract or the operating procedures or practices of the Board of Education or the AAEEA.

Under no circumstances shall a student be required to leave his/her designated home school, nor will general education classrooms be required to be reorganized subsequent to the fourth Friday student count as a result of any interpretation of these provisions and/or any committee recommendation.

These provisions shall expire on the expiration date of the Master Teacher Contract and shall, as of said date, cease to be binding on the Board.

The parties agree that as a goal the Board will attempt to place no more than six (6) students with disabilities in one elementary classroom and in any core classroom at the secondary level. However, to meet the instructional needs of the student and to ensure that the special education teacher and teacher assistants can provide adequate instruction to the students, students should not be disbursed randomly throughout the building. Careful consideration should be given to student placement in the building. Regular class sizes are not to go over class size limits because of the placement of mainstream or included students with disabilities. To this end, there should be a joint discussion between the special education teacher, general education teacher and administrator to identify co-teachers.

The Joint Educational Needs Committee set forth in this Appendix A will review the issue of placement of K-12 special education students in a regular classroom.

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

PROFESSIONAL DEVELOPMENT

In order to enhance the Ann Arbor School's capacity to guarantee equity and access of quality instruction for all students, educators must be supported by a Professional Development structure that encourages and supports learning and implementation of practice.

Ann Arbor Public Schools agrees to provide, through the Office of Professional Growth and Development, a focused approach to professional development planning and delivery which is aligned with student achievement needs and that provides opportunities for educators to learn appropriate state and federally aligned content knowledge, receive building based support in the application of new knowledge into practice, and to be reflective on the implication for professional growth and their practice.

Both parties agree that the direct involvement and feedback from educators is an essential component in assuring that professional development meets the needs of educators. A collaborative professional development planning and evaluation structure and process will be created with representation from the Association. This structure will include a joint committee that will make recommendations to the bargaining teams regarding any issues that impact conditions of employment.

Teachers will be required to participate in not less than the number of hours of professional development required for full state aid membership allowance.

All AAEEA members will enter and monitor all professional development activities on the district's electronic professional development system (currently KALPA). AAEEA members will register before the session is held and monitor their hours within 30 days of their attendance at the session.

For the duration of this contract, professional development requirements will be as follows:

Thirty four (34) total hours at the elementary level. Twenty seven (27) hours provided for on the negotiated calendar and seven (7) hours that will be provided by administration during the contractually mandated Wednesday meetings (7.221.1).

Thirty four (34) total hours at the secondary level. Thirty (30) hours provided for on the negotiated calendar and four (4) hours that will be provided by administration during the contractually mandated Wednesday meetings (7.221.1).

Teachers are encouraged to report the hours of professional development that are acquired beyond the above requirements.

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ANN ARBOR PUBLIC SCHOOLS  
and  
ANN ARBOR EDUCATION ASSOCIATION  
REGARDING MIDDLE SCHOOL SPORTS

The parties agree to reconstitute the middle school sports program from the disparate activities of intramural sports, interscholastic athletics, and academic games or extra curricular clubs to a single co-curricular program. This will address the unequal compensation among current intramural coaches, interscholastic coaches, and after school club sponsors.

To accomplish this equalization, four tiers of coaches and activity sponsors (athletic and extra-curricular clubs) based on frequency of contact with students are defined below:

**Tier A** will align with clubs that meet once a week and may have culminating activities.

- 7 weeks x 1 hour per week = 7 hours
- 2 contests at 1 1/2 hours = 3 hours
- Total 10 hours at 3.00 a point = 300 hours or 10 points

**Tier B** is currently intramural basketball, soccer and volleyball.

- 7 weeks x 2 hours per week = 14 hours
- 2 contests x 3 hours per =
- Total 20 hours at 3.00 a point = 600 hours or 20 points

**Tier C** is currently swimming, track, cross-country and synchronized swimming.

- 7 weeks x 4 hours per week = 28 hours
- 5 contests x 3 hours per = 15 hours
- Total 43 hours at 3.00 a point = 1,290 hours or 43 points

**Tier D** would apply to what are currently the interscholastic sports.

- 2 weeks x 5 days x 1.5 hours = 15 hours
- 5 weeks x 2 days x 1.5 hours = 15 hours
- Bye dates = 3 hours
- 8 games x 3 hours = 24 hours
- Total 57 hours at 3.00 a point = 1,710 hours or 57 points

If new activities are developed and approved by the Principal and Director of Co-curricular Middle School Programs, the compensation will be prorated based on the tiers above. If the activity does not equitably fit within Tier A or B, it will be addressed in monthly problem solving.

Teachers who are currently (2006-07) coaching middle school interscholastic sports (swimming, track, cross-country, synchronized swimming, baseball, softball, basketball, volleyball, soccer, field hockey and wrestling; now listed as Tier C and Tier D) and who continue to coach middle school interscholastic sports, will be held harmless (will continue at the current pay rate) for the length of the contract. In addition, teachers who continue to coach interscholastic sports (see above) will also receive the longevity stipend for the length of this contract.

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For the Board

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For the Association

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Date

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Date

Memorandum of Agreement  
Between the  
Board of Education of the City of Ann Arbor  
And the  
Ann Arbor Education Association  
Skyline

It is in the spirit of collaboration and innovative learning and teaching that the parties enter into the following agreement:

In accordance with the understanding reached between representatives of the Board of Education of the City of Ann Arbor and the Ann Arbor Education Association for Skyline High School for the 2009-2010 school year, it has been agreed that:

1. DEPARTMENT CHAIRS (Appendix V Section 3 part A). Department Chairs at Skyline HS for English, Social Studies, Math and Science, will teach 3 classes instead of 4 (open release period) and receive compensation of 10% of contract. The Media Specialist will receive the standard 7% of contract and no release periods. Three faculty members, who currently receive department head compensation, will be "held harmless" for the stipend of their department chair assignments for the move to Skyline (as referenced above the Media Specialist receives the 7% with no release time). Magnet leads will teach 3 classes instead of 4 (one release period).
2. SKYTIME. As part of their regular assignment, Skyline staff members who are assigned more than .5 FTE at Skyline may be assigned as Skytime advisors. Advisors may follow the suggested activities, augment or personalize these lessons or substitute similar lessons that address key issues for students.  
  
Teachers who are assigned Skytime will work with the appropriate curriculum developed collaboratively with Administration during the summer of 2009. Performance by faculty of associated duties beyond delivery of the curriculum is voluntary.
3. PROFESSIONAL DEVELOPMENT/PROFESSIONAL LEARNING COMMUNITIES: For all required time, beyond student attendance days, that exceeds the contracted 5 day amount of Professional Development; the parties agree to work collaboratively in defining, developing, and implementing the agenda and/or activity. Such collaboration will include Skyline building reps or Skyline staff appointed by the Union.
4. PLANNING/TRAINING TIME: If voluntary training for the Summer of 2009 takes place it will be compensated at the negotiated summer school rate.
5. CONSECUTIVE MINUTES: An individual teacher should not be required to perform assignments for more than two hundred twenty-six (226) minutes, including passing time or other breaks between classes. An assignment is defined as any class or duty to which a teacher is assigned.

6. REVIEW COMMITTEE: A joint Administration/Union committee to review the Skyline High School trimester schedule and program components will be formed and will report to the combined negotiating teams in April of 2010. The committee will include at least one member of the AAEEA leadership team and at least 4 AAEEA members (two from Skyline High School, two from other Ann Arbor High Schools) appointed by the Union.

7. HOURS AND CALENDAR:

APPENDIX VI – SCHOOL HOURS

Skyline (exclusive of 7.217 \*\*\*\*\*) 7:45am – 2:45pm

\*\*\*\*\*For Skyline HS 7.217 is altered to 9 minutes prior to the beginning of the teacher's day and 9 minutes after the end of the teacher's day.

Skyline 72 minute periods 2009-10/2010-11 academic years

Assignments per day	Minutes per day	Type of Day	Days	Total Minutes
4	288	Full Day	162	46,656
4	123	Half Day	1	123
4-72 minute exams in 2 days	288	Exam Day	6 days 3 tri	864
		PD Day	4	0
	0	MME Half Day	0	0
		Total Days	173	
		Total Hours		47,643
	34 hours	PD Hours		
				47,643

CALENDAR

A 2009-10 and 2010-11 calendar for Skyline is attached, hereto as *Exhibit A*.

The parties agree that this agreement as it affects Skyline Staff will be for the 2009-2010 and 2010-11 school years. All changes agreed upon for the 2009-10 school year will revert to the original master agreement language on August 30, 2011 duration of this agreement.

It is understood that this agreement constitutes the entire understanding reached by the parties regarding Skyline High School for the 2009-10 and 2010-11 school years.

**ANN ARBOR PUBLIC SCHOOLS**

**ANN ARBOR EDUCATION ASSOCIATION**

\_\_\_\_\_  
David A. Comsa  
Assistant Superintendent  
Human Resource and Legal Services

\_\_\_\_\_  
Paul Morrison  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MEMORANDUM of AGREEMENT  
Between  
ANN ARBOR PUBLIC SCHOOLS  
and  
ANN ARBOR EDUCATION ASSOCIATION

The parties agree to a flextime program for Title I teachers for the duration of this agreement. Participation shall be voluntary and any configuration of time shall be acceptable with the mutual consent of the teacher and the building principal.

**ANN ARBOR PUBLIC SCHOOLS**

**ANN ARBOR EDUCATION ASSOCIATION**

\_\_\_\_\_  
David A. Comsa  
Assistant Superintendent  
Human Resource and Legal Services

\_\_\_\_\_  
Paul Morrison  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



Memorandum of Agreement  
Regarding 403(b) Programs  
December 2, 2008

In formal Problem Solving the parties have agreed to the following:

New Section 3.133

- A. The Board and the Association recognize the importance of each employee pursuing an active retirement savings program in achieving their retirement savings goal.
- B. Valic/AIG Services or their successor is the third party administrator (TPA) for the School District's 403(b) tax sheltered deferred retirement plan.

Accordingly, the following is understood:

- A. The parties further understand and agree that the regulations regarding the administration of 403(b) plans will be followed. Accordingly, the parties agree that;
  - 1. A plan document, consistent with all legal requirements shall be in force by December 31, 2008.
  - 2. The plan document shall allow employees the ability to make changes in the investment portfolio.
  - 3. Additionally, the plan document, if legally allowable, shall provide for:
    - a. Employer contributions, if mutually agreed upon herein.
    - b. Roth IRA contributions.
    - c. "Catch up" contributions as defined by the IRS for participants over 50 years of age.
    - d. Emergency or hardship withdrawals under restrictions agreed upon by the parties and included within the plan.
    - e. The ability of an employee to request and receive a loan as appropriate under 403 (b) regulations.
    - f. Acceptance of contributions to the plan from monies generated by liquidation of another plan (i.e. "rollover").
    - g. Planned withdrawals.
    - h. An open enrollment period exists each year that allows participating employees the ability to make changes in their status within the plan.
    - i. Any monies taken under a salary reduction agreement shall be remitted to the appropriate approved vendor under the plan within fifteen (15) business days following the act of reduction of salary for the purpose.

- j. Regular communication, important dates, mandated changes, and any legal limitations placed on the plan and/or its administration, should be included.
4. The parties agree that the District by providing the voluntary 403(b) plan does not hold itself out as providing any financial or legal advice, investment or tax advice, and does not make any recommendation or endorsement as to any investment, advisor, or other service or product. The District does not offer any advice regarding the nature, potential value, or suitability of any particular investment, security or investment strategy. Any investment decisions are made solely by the employee.

**ANN ARBOR PUBLIC SCHOOLS**

**ANN ARBOR EDUCATION ASSOCIATION**

\_\_\_\_\_  
David A. Comsa  
Assistant Superintendent  
Human Resource and Legal Services

\_\_\_\_\_  
Paul Morrison  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Ann Arbor Public Schools administration and staff have recognized the need for additional support to provide quality professional development and curriculum oversight to ensure effective instructional practices and monitoring of student achievement data. Over the last three years new science and mathematics units have been implemented, grade level curriculum has been aligned with Michigan Grade Level Content Expectations, increased High School graduation requirements, reviews of racial disproportionality, RTI, and the demands of Education YES, and NCLB all require on-going support and mentorship for our staff.

After multiple planning sessions with Elementary Level Council, cluster leaders, and curriculum coordinators, the parties agree to enhance the current curriculum advisory structure into three Groups with the application and selection process as follows:

Group 1

(1) Representative from each building for each content area (ELA, mathematics, science, and social studies)

Application/Selection Process

- Recommendation by building principal
- Review by curriculum coordinator(s)

Qualifications:

- Consistently demonstrates a thorough understanding of the content area and effective instructional pedagogy
- Is recognized by colleagues as a curriculum leader
- Has participated *with dedication* in building level conversations regarding equity, school improvement and achievement data review
- Consistently demonstrates a concern to address achievement for all groups of students
- Works collaboratively with building level support staff
- May be probationary or tenured staff person

Expectations

- Minimum of 4 Advisory Meetings a year; attendance expected
- Participates on the school's Achievement Team
- Regularly analyzes student achievement data with principal and Achievement Team members
- Contributes to the school improvement process when goal setting
- Regularly "presents" to building staff following all Advisory meetings and/or when called upon to facilitate achievement conversations
- Takes care of building materials specific to the content area e.g. science kits, book rooms, math manipulatives....
- Helps to support new classrooms and/or new hires in the building
- Helps to gather building benchmark data as needed e.g. math assessments, leveled text data, benchmark writing samples....
- Assists principal and colleagues when screening summer school applications

Group 2

- 5-10 teachers considered to be "at large" curriculum leaders who are willing to facilitate professional development within the cluster schools and/or at the district level

- Application/Selection Process
- Recommendation by building principal
- Approval by curriculum coordinator(s)
- Balance between all 4 core areas

#### Qualifications

- May also be members of Group 1
- Should demonstrate all the qualifications outlined for Group 1
- May be considered "exemplary or expert" in more than one content area

#### Expectations

- Will facilitate and/or present workshops in the content area up to 4 times a year.
- Will provide input/feedback to curriculum coordinators and other instructional leaders when called upon, regarding professional development sessions

#### Group 3

- 5-10 teachers representing a K-5 perspective
- Application/ Selection Process
- Recommendation by building principal
- Review by curriculum coordinator(s)
- Balance between probationary and tenured staff

#### Qualifications:

- Participates in CARE team training and discourse
- Some training having to do with professional learning communities e.g Critical Friends, familiarity with Adaptive Schools, CASL,
- Active participation in the building's school improvement process
- May be probationary or tenured staff member

#### Expectations:

- Willingness to engage in professional discourse regarding content and pedagogy specific to ELA and Mathematics program implementation
- Reviews/analyzes achievement data
- Willingness to participate in "peer conferring"
- Willingness to visit and/or open own classroom for peer visits
- Willingness to engage in lesson study (Japanese model for math)
- Willingness to engage in book study/common reading and reflection
- Willingness to develop "coaching" skills in the future

#### Supplementary Compensation

Group 1	\$1,500
Group 2	\$1,000 (21 person maximum participation)
Group 3	Release

This Memorandum of Agreement constitutes the entire understanding and agreement reached by the parties with respect to this matter, and is not precedent setting as to the master contract or the policies of the Board of Education of the City of Ann Arbor.

#### **ANN ARBOR PUBLIC SCHOOLS**

#### **ANN ARBOR EDUCATION ASSOCIATION**

\_\_\_\_\_  
David A. Comsa  
Assistant Superintendent  
Human Resource and Legal Services

\_\_\_\_\_  
Paul Morrison  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

Evaluation Review Committee

The following understanding is reached between the Ann Arbor Board of Education and the Ann Arbor Education Association regarding continuation of the Evaluation Review Committee.

1. The parties recognize the importance of evaluations in measuring teacher competence and fostering professional development and growth.
2. Teacher evaluations can improve instruction, deliver feedback in a positive way, improve weak areas, and amplify strengths.
3. The parties agree that the work of the Evaluation Review Committee will continue with the full support of the Ann Arbor Board of Education and the Ann Arbor Education Association.
4. The Committee will report out as needed to the Joint Problem Solving Committee and make any recommendation to change the current evaluation document by the end of the 2009/2010 School Year and include it in the 2011/2012 Collective Bargaining Agreement.

This Memorandum of Agreement constitutes the entire understanding and agreement reached by the parties with respect to this matter, and is not precedent setting as to the master contract or the policies of the Board of Education of the City of Ann Arbor.

**ANN ARBOR PUBLIC SCHOOLS**

**ANN ARBOR EDUCATION  
ASSOCIATION**

\_\_\_\_\_  
David A. Comsa  
Assistant Superintendent  
Human Resource and Legal Services

\_\_\_\_\_  
Paul Morrison  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

Joint Committee on Alternative Methods of Compensation

The following understanding is reached between the Ann Arbor Board of Education and the Ann Arbor Education Association regarding a joint committee on alternative methods of compensation.

1. The Committee will have three (3) representatives each from the Ann Arbor Board of Education and the Ann Arbor Education Association.
2. The Committee will issue a preliminary report to the Problem Solving Team at the end of the first semester of the 2009/2010 School Year.
3. It is the intent of the parties that the Committee will issue a final recommendation at the end of the 2009/2010 School Year for consideration to be included in the 2011/2012 Collective Bargaining Agreement.

This Memorandum of Agreement constitutes the entire understanding and agreement reached by the parties with respect to this matter, and is not precedent setting as to the master contract or the policies of the Board of Education of the City of Ann Arbor.

**ANN ARBOR PUBLIC SCHOOLS**

**ANN ARBOR EDUCATION  
ASSOCIATION**

\_\_\_\_\_  
David A. Comsa  
Assistant Superintendent  
Human Resource and Legal Services

\_\_\_\_\_  
Paul Morrison  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

Joint Educational Needs Committee  
(JENC)

The following understanding is reached regarding the implementation of the Joint Educational Needs Committee (JENC) on an experimental basis for the 2009/2010 School Year.

1. During contract negotiations the parties recognized the many issues surrounding education of mainstreamed students including but not limited to:
  1. Placement
  2. Counting
  3. Delivery of Instruction
  4. IEPT recommendations
2. There are also issues regarding the blending or bridging of instructional responsibilities among the principal, special education teacher, general education teacher, and SISS support staff.
3. The parties recognize that the AAPS has a responsibility to provide equal educational opportunities to students with disabilities in schools where peers without disabilities attend, in age appropriate general education programs under the direct supervision of general education teachers with Special Ed support as determined by the IEPT.
4. That for 2009/2010 school year the JENC will operate concomitantly with paragraph 7.123.
5. That at the end of the first semester of the 2009/2010 school year the Committee will file a written report to the Joint Problem Solving Committee regarding the results of the first semester's activities along with recommendations for changes, if any.
6. The JENC's duties and operation procedures are set forth in the attached proposed appendix.
7. That at the end of the 2009/2010 school year the JENC will issue a year end written report to the Joint Problem Solving Committee with recommendations for adoption and inclusion in the Collective Bargaining Agreement for the 2011/2012 school year.

This Memorandum of Agreement constitutes the entire understanding and agreement reached by the parties with respect to this matter, and is not precedent setting as to the master contract or the policies of the Board of Education of the City of Ann Arbor.

**ANN ARBOR PUBLIC SCHOOLS**

---

David A. Comsa  
Assistant Superintendent  
Human Resource and Legal Services

---

Date

**ANN ARBOR EDUCATION ASSOCIATION**

---

Paul Morrison  
Executive Director

---

Date



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

EVALUATION

The parties agree to the following modification and implementation of the current evaluation document.

- 1) The following additional components will be included:
  - a. 2 (D) – Classroom instruction demonstrates cultural competency.
  - b. 3 (F) – Use data to guide instruction.
  - c. 6 (C) – Communicate effectively with current technology (e.g., Power School).
- 2) Descriptors for these components will be created by December 1, 2009. The parties to work on these descriptors will be identified no later than the first problem solving session of the 2009-10 school year.
- 3) The revised document will be piloted by a small group second semester 2009-10 or earlier.
- 4) The revised evaluation will be fully implemented for the 2010-11 school year, unless the Evaluation Review Committee recommends a new evaluation process.

This Memorandum of Agreement constitutes the entire understanding and agreement reached by the parties with respect to this matter, and is not precedent setting as to the master contract or the policies of the Board of Education of the City of Ann Arbor.

ANN ARBOR PUBLIC SCHOOLS

ANN ARBOR EDUCATION  
ASSOCIATION

\_\_\_\_\_  
David A. Comsa  
Assistant Superintendent  
Human Resource and Legal Services

\_\_\_\_\_  
Paul Morrison  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

F.O.I.A. for LESSON PLANS

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

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

F. This memorandum shall be considered the operant administrative procedures governing Freedom of Information Act requests for teacher lesson plans.

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

SITE BASED COMMITTEES

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

PART-TIME TEACHERS SEEKING INCREASED FTE

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

MIDDLE SCHOOL ADVISORY

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

MENTOR PROGRAM

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

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Memorandum of Agreement

between

The Ann Arbor Education Association

and

The Ann Arbor Board of Education

SITE BASED DECISION MAKING

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





# INDEX TO MASTER AGREEMENT

	<u>Section</u>	<u>Page</u>
Absence, Due to Accident and Weather .....	7.218	62
Academic Freedom.....		24
Purpose .....	4.711	24
Administrative Internship.....	7.950	91
Administrative Meetings, Association at.....	1.242	4
Adult Education, Provided.....	6.411	50
Advisor Duties.....	7.481	79
Advisory, Middle School.....	Memo of Agreement	208
Affirmative Action.....	4.412	15
Annuities, Tax Sheltered.....	Appendix VII	135
Annuity Provided as Alternative Assurance of Other Health Insurance	6.215.2	39
.....	6.215.3	39
Application for Vacancies		
Arbitration		
Appeal of Discipline.....	5.316.1	32
Evidence Time Limit.....	4.235	13
Fees.....	4.238	14
Filing of.....	4.231	12
Joining of Grievances.....	4.232	12
Limit on Arbitrator.....	4.236	13
Parties Bound by.....	4.237	13
Presentation of Case.....	4.234	13
Selection of Arbitrator.....	4.233	12
Armed Forces, Leave for.....	6.353	46
Art, Physical Education, Music (see Special Programs)		
Assault Reporting.....	4.512.8	15
Assessment, Elementary.....	7.621	82
Assignment of Teachers		
Certification.....	7.110	51
Change in, Probationary Teachers, Elementary.....	7.924.5	88
Limit on Consecutive Time.....	7.354	69
Middle School Major/Minor Placement.....	7.113	51
New Teachers.....	7.912	84
Notice.....	7.911	84
.....	7.913	84
Preferences Solicited at Secondary Level.....	7.921.1	85
(see also scheduling of teachers)		
Association		
Area Representatives' Released Time.....	3.514	9
Access to Board Information.....	3.311	7
Chief Negotiator's Released Time.....	3.513	8
Days of Released Time.....	3.515	9
Dues or Representation Fee.....	3.111	5
Board's Liability.....	3.122	6
Late Hires.....	3.116	6
Refund.....	3.123	7
Meetings at Building Level.....	7.221.1	62
Meetings with Board.....	1.243	4
New Teacher Information Received.....	3.412	8
New Teacher Orientation.....	3.411	8
Notice if Building Level Meeting Cancelled.....	7.221.2	62
Payroll Deduction of Dues or Fees.....	3.114	6
President's Released Time.....	3.511	8
President's Rights at Board Meetings.....	1.241	4
Recognition of.....	1.111	1
Released Time.....	3.500	8
Remittance of Dues Deduction.....	3.120	6
Review of Teacher Schedules.....	3.312	8
Rights.....	3.000	5

Use of Board Communication Media.....	3.212	7
Use of Board Facilities and Equipment.....	3.211.1	7
Vice President's Release Time.....	3.512	8
Athletic Activities, Tickets.....	6.611	51
Athletic Trainer's Schedule.....	7.482	79
Band Camp, Pay for.....	8.611	92
Bank Deposit of Checks.....	6.133	35
Bargaining Unit.....	1.111	1
Composition	Appendix I	97
Board of Education		
Board-Association Meetings.....	1.243	4
Meetings, Association President at.....	1.241	4
Policies, Distributed.....	10.113	94
Policy, Relationship to Master Agreement.....	10.114	94
Rights.....	2.111	5
Budget, Association Involvement in.....	1.235	3
Building/Department Personnel File Review.....	4.561	19
(see also Personnel File)		
Calendar.....	Appendix VI	131
Certification		
Assignment in	7.113	51
Expiration.....	7.112	51
Required.....	7.111	51
Charges, Protection Against.....	4.513	17
Child Care Leave.....	6.370	47
Choral Camp, Pay for.....	8.611	92
Class Size		
Elementary	7.134.2	55
Elementary Count Date.....	7.134.1	55
Elementary Planning.....	7.133	55
Elementary Ratio.....	7.131.1	54
Elementary, Maximum Exceeded.....	7.134.2	55
Equalization at		
Elementary Level.....	7.134.7	56
Middle School.....	7.136	56
High School.....	7.137	57
High Schools.....	7.137	57
Maximum Building Student Population (MBSP).....	7.132.1	54
Middle Schools.....	7.136	56
Overage (overload) Payments		
Elementary.....	7.134.3	55
Filing a Claim.....	7.134.1	55
Secondary.....	7.138.1	60
Secondary Schools, Maximum Exceeded.....	7.138.1	60
Special Assistance - Elementary.....	7.135.2	56
Special Education.....	7.449	77
Teacher Consultants.....	7.449	77
Classroom Conditions - see Facilities		
Clean-Up During Construction.....	4.532	18
Clerical Assistance		
Counselors.....	7.462	78
Elementary.....	7.463	78
Elementary.....	7.340	68
Kindergarten.....	7.341.8	68
Media Centers.....	7.413	72

School Nurses.....	7.433	75
Secondary.....	7.370	71
Social Workers.....	7.443	76
Closing of School for Weather.....	7.219	62
COE Coordinators, Extra Pay, Calendar, Workload.....	7.470	78
Coaching Positions (see Supplementary Pay)		
Committees		
Advisory to Board	1.234	3
Advisory to Administration.....	1.242	4
Budget.....	1.235	3
Building, Requirement for.....	1.235	3
Curriculum Council.....	1.251	4
Educational Goals and Program.....	1.235	3
Facilities Planning.....	1.233	3
Joint.....	1.231	2
Joint, Nominations for.....	1.232	3
Multi-Cultural.....	1.252.1	4
Multi-Cultural, Building.....	1.252.2	5
Program.....	1.234	3
Professional Study.....	1.230	2
School Improvement.....	Memo of Agreement	210
Communicable Disease Notification, Board Responsibility.....	4.531	18
Comp Days .....	7.641	83
Complaints of Parents in Personnel File.....	4.562	19
Conduct of Teachers.....	5.111	30
Conferences (see Meetings)		
Conferences, Professional.....	6.500	50
Construction Clean-Up.....	4.532	18
Continuing Education and Recreation Courses.....	6.400	50
Contract (see Master Agreement)		
Contract Individual.....	4.114.1	10
Counselor Duties, Restriction.....	7.464	78
Counselors		
Calendar.....	7.214.1	61
Duties.....	7.464	78
Method for Reducing Numbers.....	7.924.2	87
Workload.....	7.461	78
Court Action, Against Teachers, Board Responsibility.....	4.513	17
Court Appearances, Teachers.....	4.514	17
	6.360	46
Course Expectations, Secondary.....	7.358	70
Curriculum		
Council.....	1.251	4
Production Work.....	6.152.5	38
	Appendix VIII	139
Damage or Loss of Teacher Property		
Board Responsibility.....	4.550	15
Death of Employee, Pay.....	6.230	41
Definitions.....	Appendix XIV	181
Dental Insurance, Provided.....	6.212	39
Department and District Chairpersons.....	7.380	71
Humanities	7.383	72
Disability Insurance Provided.....	6.214.1	39

Discipline (Teacher)		
Notice of Complaint.....	5.311	31
Discrimination		
Affirmative Action.....	4.412	15
Because of Association Activity Prohibited.....	4.413	15
Prohibited by Board.....	4.411	15
Discipline (Student)		
Abuse of Teacher Reported.....	4.512.8	16
At Extra-Curricular Activities.....	4.512.6	16
Board Support.....	4.512.2	16
During Crisis.....	4.512.4	16
Joint Effort to Avoid Crisis.....	4.512.5	16
Joint Responsibility.....	4.512.1	15
Long-Range Efforts.....	4.512.7	16
Parent Conference Attendance by Administration.....	4.512.9	16
Physical Contact.....	4.523.1	17
Teacher Responsibility.....	4.512.3	16
Discipline (Teacher)		
Appeal of Decision from District.....	5.315	32
Cause for.....	5.211	30
Complaints.....	5.311	31
Investigation.....	5.315	32
Loss of Keys.....	5.212	31
Not Subject to Transfer Provisions.....	5.317	33
Polygraph Prohibited.....	4.542	19
Progressive Correction.....	5.319	33
Temporary Suspension.....	5.318	33
Dismissal		
Appeal Procedure.....	4.618	24
Of Probationary Staff.....	4.618	24
Of Tenured Staff.....	5.316.2	32
Only for Just Cause.....	4.618	24
Privacy Rights during Consideration.....	5.316.5	33
Elementary Assessment Days.....	7.611	81
Elementary Building Class Distribution.....	7.133	55
Elementary Class Size (see Class Size)		
Elementary Teacher Assistants Added.....	7.134.4	55
	7.134.8	56
English as a Second Language Teachers (ESL Teachers)		
As Interpreters (limitations).....	7.492	79
Meeting Limitations.....	7.493	79
Planning Time.....	7.491	79
Establishment of New Positions.....	1.215	1
Evaluation of Students		
Elementary.....	7.610	81
Secondary.....	7.620	82
Special Subject Areas (Art, Music, P.E.).....	7.322.2	66
Evaluation, Teacher		
Acknowledgement by Teacher.....	4.614	23
Assistance for Teachers from AAEE.....	1.310	5
Criteria.....	4.616	23
Evaluator Identification.....	4.613.5	22
Grievance Rights.....	4.616	23
Instructional Supervision.....	4.612.5	22
Limitations on Observation.....	4.612.4	21
Meeting with Evaluator before Observation.....	4.613.6	22
Notice of Observation Dates.....	4.613.7	22

Objection to Report.....	4.616	23
Observation and Conference.....	4.613.1	22
Observation Intervals, Tenure.....	4.613.8	23
Open Monitoring.....	4.615	23
Parent Prohibition.....	4.613.2	22
Peer.....	4.612.3	21
	4.619.3	24
	Appendix X	139
 New Evaluation Recommendation.....	Appendix XIII	143
Probationary		
Purpose.....	4.611	20
Joint.....	4.612.2	21
Required for Dismissal.....	4.617	23
Time Limits.....	4.612.2	21
	4.612.4	21
Recommendation for Improvement.....	4.614	23
Reviewed with Teacher.....	4.614	23
Tenure		
Joint.....	4.619.3	24
Procedure.....	4.619.1	24
Required.....	4.619.2	24
Third-Year Probation.....	4.617	23
Exchange of Teachers Outside of System.....	6.341	45
Exchange of Teachers Within System.....	7.929.5	89
Extra Days Worked, Social Workers, School		
Psychologists, School-Court Liaison Agent.....	8.610	92
 Facilities		
Classroom Emergencies.....	7.533	81
Cleanliness During Construction.....	4.532	18
For Parent Conferences.....	7.513	80
Media Center.....	7.414	73
Planning Committees.....	1.233	3
Provided.....	7.511	80
	7.531	81
	7.532	81
Secondary.....	7.355	69
First Grade Start-up.....	7.321.2	66
Flex Time ,Title I.....	Memo of Agreement	194
F.O.I.A. of lesson plans.....	Memo of Agreement	204
Foreign and Domestic Exchange.....	6.341	45
Fringe Benefits (See Insurance)		
 Government Service		
Leaves for.....	6.351	45
Released Time for.....	6.352	46
Grades, When to Submit After Exams.....	7.622	82
Grading Procedures, Secondary.....	7.358	70
Grievances		
Arbitration of.....	4.230	12
Back Pay.....	4.261	14
Definition and Limits.....	4.211	11
Expedited Grievances.....	4.225	12
 Formal Procedure.....	4.222	11
Informal Procedure.....	4.221	11
Not Placed in Personnel File.....	4.242	14

Not Used for Discipline.....	4.242	14
Report Form.....	Appendix II	98
Resolution Binding.....	4.241	14
Settled Unless Appealed.....	4.241	14
Settled Without Association.....	4.311	15
Time Limits.....	4.223	11
	4.224	12
Time Limit Extension.....	4.241	14
Withdrawal and Reinstatement.....	4.251	14
Guidance Counselors (see Counselors)		
Handicapped Students (see Special Education)		
Health Insurance, Provided.....	6.210	38
Hiring, Affirmative Action.....	4.412	15
Home Visit by Teachers, Conditions.....	4.524.1	17
Hospitalization Insurance.....	6.211.2	38
Hygienic Assistance for Students.....	7.121.11	53
Inclement Weather, Absences.....	7.218	62
Inclusion		
Alternative Assignment for Teachers.....	7.310.2	64
Conference Prior to Placement.....	7.121.6	52
Support for Teachers.....	7.310.2	64
Independent Medical Examinations.....	4.90	28
Index Pay .....	6.151.1	36
Information about Students.....	4.522	17
	7.121.7	52
	7.121.9	52
Injuries, On-the-Job.....	6.252	42
In-Service Training Provided.....	6.414	50
Instructional Materials.....	7.521	80
Instrumental Music Schedules.....	7.331.4	67
Insurance		
Annuity Option.....	6.215.2	39
	6.215.3	39
Beginning Date.....	6.217.1	40
Carriers.....	Appendix VI	135
Carrier Disputes.....	6.216	39
Change In.....	6.218.1	40
Dental Insurance.....	6.212	39
Effective Date, New Teachers.....	6.217.1	40
Health Services.....	6.220	40
Life Insurance.....	6.213	39
Long Term Disability Insurance.....	6.214.1	39
	Appendix XI	140
MESSA-PAK Plan Provided.....	6.211.1	38
Open Enrollment (Change in Insurance).....	6.218.1	40
Options .....	Appendix XII	142
Option if Outside Insurance Lost.....	6.218.2	40
Part-Time Staff.....	6.135	35
Tax Exempt Payment Programs.....	6.240	41
Vision Insurance.....	6.215.1	39
Internship, Administrative.....	7.950	91
Investigation, Polygraph.....	4.542	19
Investment Opportunities.....	Appendix VII	135

Joint Educational Needs Committee.....	7.123.1 - .2	54
Alternative methods of compensation.....	MOA	200
.....	MOA	201
Jury Duty .....	6.361	46
Keys .....	7.522	80
	5.212	31
Kindergarten Start-Up.....	7.321.1	66
Lawsuit, Against Teacher, Board Responsibility.....	4.513	17
Layoff		
Affirmative Action.....	4.813.2	25
Association to be Consulted.....	4.813.2	25
Certification Criteria.....	4.813.3	25
Conditions when Possible.....	4.811	25
Early Retirement Consideration.....	4.819	28
End of Recall Obligation.....	4.815.3	27
Experience Credit.....	4.813.4	25
Non-Teaching Personnel.....	4.813.8	26
Not to Increase Class Size.....	4.812	25
Notification of.....	4.813.5	26
	4.814.3	26
	4.814.4	27
Order of.....	4.813.6	26
	4.813.7	26
Population Loss, Defined.....	4.817	28
Recall from		
Affirmative Action.....	4.813.2	25
Notification.....	4.815.2	27
Order of.....	4.815.1	27
Recall Time Limits.....	4.815.3	27
Salary Credit.....	4.816.1	27
Selection Criteria.....	4.813.1	25
Teachers' Current Address.....	4.815.2	27
Lead Teacher.....	7.224	63
Large Number in One Class.....	7.134.9	56
	7.137	57
	7.136	56
Leaves of Absence		
Application.....	6.390	49
Conditions for.....	6.390	49
During Layoff.....	6.394.2	50
Government or Professional Service.....	6.351	45
Limit.....	6.393	49
Maternity/Child Care.....	6.370	47
Military Leave.....	6.353	46
Not Otherwise Provided.....	6.381	47
	6.383	49
Service with MEA/NEA.....	6.382	48
Return from.....	6.392	49
Time Limits.....	6.394.1	49
Lesson Plans.....	4.713	25
Life Insurance, Board Provided.....	6.213	39
Individual Paid .....	Appendix VII	135
Long-Term Disability Insurance Provided.....	6.214.1	39
Specifications .....	Appendix XI	140
Loss of Teacher Property.....	4.550	19



Lunch Supervisors, Secondary.....	7.353	69
Emergency.....	7.216	61
Master Agreement		
Contract Provisions, Notification	5.112	30
Contract Variations Process.....	1.226	2
Definitions .....	Appendix XIV	181
Effective Date.....	10.111	94
Implementation.....	1.214	1
Implementation, Variations from.....	1.236	3
Individual Contracts.....	10.112	94
Not Violated by AAEEA.....	10.117	95
Printing of.....	10.116	95
Relationship to Board Policy.....	10.114	94
Relationship to Law.....	10.115	95
Termination of.....	10.118	95
Variations from.....	1.226	2
Maternity Leave.....	6.370	47
Maximum Building Student Population (MBSP).....	7.132.1	54
Media Center, Classes Sent to.....	7.416	73
Medical Insurance, Board-Provided.....	6.211.1	38
	Appendix VII	135
Medical Procedures in Classroom.....	7.310.2	64
Meetings		
After School Requirements.....	7.221.1	63
	7.224	63
Agenda Formulation.....	7.222	63
Capsule/Curriculum Nights.....	7.223.1	63
Day Extended for.....	7.221.1	62
Evening Conferences.....	7.640	83
Faculty/Staff Meetings		
High School.....	7.224	63
One Building Requirement.....	7.311.3	65
Length of Meetings.....	7.221.6	63
Non-Classroom Teacher Requirements/Limits.....	7.311.1	64
PTO .....	7.223.1	63
Parent-Teacher Conferences.....	7.631	82
Facilities and Telephone Availability.....	7.513	80
Part-time Teacher Obligation.....	7.311.2	66
Planning for.....	7.222	63
Professional Education Conferences.....	6.500	50
Mentor Program.....	MOA	209
Michigan Educational Credit Union.....	6.133	135
Middle School		
Advisor Duties	7.481	79
Advisory.....	Memo of Agreement	208
Media Center clerical assistance.....	7.416	73
Military Leave.....	6.353	46
Multi-Cultural Activities		
Student Teacher Requirement.....	3.626	10
Multi-Cultural		
Definition of.....	1.252.3	5
Requirements, Teachers.....	1.252.1	4
Music, Art, Physical Education (See Special Programs)		

Negotiations		
Beginning Date	1.223	2
By Teams Only.....	1.221	2
Closed Sessions.....	1.224	2
Consultants.....	1.224	2
Duty to Bargain.....	1.221	2
Information for.....	3.311	7
Interim.....	1.214	1
Problem Solving.....	1.214	1
Procedure.....	1.220	2
Ratification.....	1.222	2
Requirement.....	1.210	1
Standards.....	1.213	1
Student Teaching Program.....	3.611	9
Team Released Time.....	1.225	2
Team Selection.....	1.222	2
Topics.....	1.212	1
New Positions, Establishment of.....	1.215	1
New Teachers		
Assignment, Notice of.....	7.912	84
Fringe Benefits - Effective Date.....	6.217.1	40
Information about.....	3.412	7
Newly Created Positions, Workload.....	1.215	1
Orientation.....	3.411	7
	7.212	60
Payment, Method of.....	6.132	34
Newly-Created Positions.....	1.112	1
Nurses, School, Required.....	7.432	75
Observation of Classes, Department Chairperson.....	7.382	72
Opening of School, K-1 Classes.....	7.321.1	66
	7.321.2	66
Experienced Teacher Assistance Paid.....	7.213	60
New Teacher.....	7.212	60
Association Time.....	3.411	7
Overage Payments		
Elementary.....	7.134.3	55
Filing a Claim.....	7.134.1	55
Secondary.....	7.138.1	60
Parent Conferences		
Administrative Attendance.....	4.512.9	16
After School Hours.....	7.640	83
Availability of Teachers.....	7.358	70
	7.630	82
Facilities.....	7.513	80
Hours of.....	7.642	83
Kindergarten.....	7.613	82
Part-time Teachers		
Benefits.....	6.135	35
Increase F.T.E.....	Memo of Agreement	207
Meeting Obligations.....	7.311.2	64
Released Time.....	6.135	35
Salary.....	6.135	35
Transfers/Assignments.....	7.924.4	88
Pay (Also See Salary)		
Extra duty.....	6.152.1	37
Supplementary.....	6.152.1	37

Paychecks, Incorrect.....	6.137	36
Pay Dates .....	Appendix VI	131
Payroll Deductions		
Additional Insurance and Investment.....	3.132	6
Listing of.....	3.131	6
Performance Contracting.....	4.818	28
Personal Leave Days		
Additional.....	6.334	45
Notification.....	6.332	45
Provided.....	6.331	44
Restrictions.....	6.333	45
Unused Transferred to Sick Leave.....	6.335	45
Personal Life, Teacher.....	4.541	18
Personnel File		
Evaluations.....	4.616	23
Freedom of Information Act Inquiries.....	4.564	20
Parent letters.....	4.562	19
Privacy.....	4.563	20
Reprimand.....	5.312.2	31
Review by Teacher.....	4.561	19
Physical Contact with Students.....	4.523.1	17
Physical Education, Art, Music (See Special Programs)		
Physical Examinations, Payment when Required.....	6.222	41
Pilots, Assignment to.....	7.312.2	65
Planning Time		
Released Time.....	7.330	66
Unassigned Time.....	7.360	70
Posting of Positions.....	7.931.1	90
Pregnancy, Leave for.....	6.370	47
Privacy		
Freedom of Information Act.....	4.564	20
Personnel File.....	4.563	20
Rights during Hearings.....	4.563	20
Probationary Teachers.....	4.617	23
Change in Assignment (Elementary).....	7.924.5	88
Denial of Re-Employment.....	4.617	23
Evaluation of.....	4.612.2	21
Layoff Order.....	4.813.6	26
Probationary Period/Length of Probation.....	4.617	23
Production Work.....	6.152.5	38
Professional Behavior of Teachers.....	5.111	30
Professional Conferences, Financial Assistance.....	6.511	50
Professional Development		
Conferences.....	6.500	50
Requirements.....	Memo of Agreement	189
Teacher Responsibilities.....	9.110	93
Professional Organization Service, Released Time for.....	6.352	46
Professional Responsibility.....	9.000	92
Professional Service, Leave for.....	6.351	45
Property, Teacher, Damage or Loss of, Board Liability.....	4.550	19
Psychologists, School, Required.....	7.441.1	75
Public Librarians, Special Provisions.....	7.420	73
Pupil Personnel, Assignment.....	7.131.4	54
Reassignment (See Transfers)		
Recall from Layoff.....	4.815.1	27

Reduction of Staff		
Counselors.....	7.924.2	87
Layoff.....	4.800	25
Released Time		
Elementary.....	7.330	66
Elementary Special Education.....	7.451	78
For Association Business.....	3.500	7
Media Specialists.....	7.412	72
Part-Time Teachers.....	6.135	35
Secondary.....	7.360	70
Court Witnesses.....	6.362	47
Jury Duty.....	6.361	46
Religious Holidays.....	6.318	43
Removal of Teacher from Classroom.....	4.911	28
Report Writing		
Elementary.....	7.611	81
Elementary, third report.....	7.610	81
Kindergarten.....	7.613	82
Reporting Time for Teachers (See School Day)		
Reporting to Parents		
Middle School.....	7.620	82
Reprimand (See Discipline)		
Retirement		
Payment.....	6.230	41
Purchase of Service Credits.....	6.233	41
Terminal Leave Pay.....	6.230	41
Rights of Teachers (See Teacher Rights)		
Rooms (See Facilities)		
Salary		
Academic Credit, Change.....	6.134.1	35
Academic Credit, Retroactive.....	6.134.5	35
Changes (Long/Short Pay Options).....	6.132	34
Credit on Return from Layoff.....	4.816.1	27
Daily Pay Rate.....	6.136	36
Deposits of Pay.....	6.132	34
Deposited Directly.....	6.133	35
Errors in Paycheck.....	6.137	36
Extra Duty Pay.....	6.152.1	37
Initial Placement.....	6.112	34
Limit without B.....	6.114	34
Part Time.....	6.135	35
Payments, Methods of.....	6.131	34
Changes.....	6.132	34
Payroll Deductions.....	3.130	6
AAEA Dues Payments.....	3.121	6
Placement, Initial.....	6.112	34
Placement Verification.....	6.134.6	35
Pre-School Service Credit.....	6.113	34
Schedule.....	6.111	33
	Appendix IV	107
Scheduling of Teachers, Secondary.....	7.354	69
	7.355	69
	7.356	69
	7.357.1	69
Preference Solicited.....	7.921.1	88
School Calendar.....	7.211	60

	Appendix VI	131
School-Court Liaison Agent Required.....	7.445	76
School Day.....	7.216	61
	Appendix VI	131
Media Specialists-Librarians.....	7.419	73
Special Program Teachers.....	7.322.2	66
Teachers of EMI Program.....	7.451	78
School Hours, Non-Classroom Teachers.....	7.313.2	65
School Nurses, Required.....	7.432	75
School Psychologists, Extra Days Worked.....	8.610	92
School Court Liaison Agent Calendar.....	7.214.1	61
School Day		
Extended for Meetings.....	7.221.1	62
For Supportive Staff.....	7.313.2	65
Meetings After School, Non-Classroom Teachers.....	7.311.1	64
Reporting Time (Teachers)		
Elementary School.....	7.217.3	62
High School.....	7.217.1	61
Middle Schools.....	7.217.2	61
Special Program Teachers.....	7.322.2	66
School Hours (Also See Calendar)		
School Meetings (See Meetings)		
School Social Workers		
Extra Days Worked.....	7.214.1	61
Required.....	7.442.1	76
Service Providers (See Mandatory Special Education)		
Sick Leave		
Credit upon Re-employment.....	6.315	43
Credits from Unused Personal Leave Day.....	6.335	45
Days Accumulated.....	6.313	43
Days Restored After Extended Illness.....	6.321	44
Establishment of.....	6.311	42
Notification Procedure.....	6.312	43
Purpose.....	6.311	42
Religious Holidays.....	6.318	43
Summer School.....	6.314	43
Sick Leave Bank		
Compelled by Board.....	4.900	28
Establishment of.....	6.321	44
Procedures	Appendix IX	138
Replenishment.....	6.322	44
Site Based decision making.....	Memo of Agreement	210
Social Workers, Required.....	7.442.1	76
Special Education.....	7.121.1	51
Counting of Students for Class Size.....	7.123.1	54
	7.123.2	54
Distribution of Students.....	7.121.4	52
EI Class Size Maximum.....	7.449.2	77
EMI Enrollment Limit.....	7.449.3	77
IEPC.....	7.121.3	51
Info for Teachers Receiving Severely Handicapped.....	7.121.9	52
In-Service Training for Teachers.....	7.124.1	54
Joint Educational Needs Committee.....	7.123.1	54
	MOA	200
LD Class Size Maximum.....	7.449.1	77
Pre-Conference for Placement of Severely Handicapped.....	7.121.6	52
	7.122.1	53

Reconsideration of Special Education Placement.....	7.121.8	52
Referral.....	7.121.2	51
Support for Medically Fragile.....	7.310.2	64
Support for Teachers Receiving Severely Handicapped.....	7.121.7	52
	7.121.9	52
Teacher Assistants.....	7.447	76
Special Program Classes, Teaching of.....	7.322.1	66
Special Program Teachers Assignment.....	7.131.3	54
Speech Therapist Workload.....	7.431	75
Staggered Opening, K-1 Classes.....	7.321.1	66
	7.321.2	66
Strikes, During Life of Contract.....	10.117	95
Student Opinion of Teachers		
Forms .....	Appendix III	99
Required.....	4.613.3	22
	4.613.4	22
Student Teachers		
Conditions of Assignment.....	3.622	9
	3.623	10
	3.624	10
Joint Commitment to Improvement.....	3.621	9
Multi-Cultural Requirement.....	3.626	10
No Contracts Without Association.....	3.611	9
Programs.....	3.600	9
Reading Requirement.....	3.625	10
Restriction on Use of Student Teachers.....	3.622	9
Voluntary With Knowledge of Compensation.....	3.623	10
Study Hall		
Class Size.....	7.137.1	59
Duty of Teachers.....	7.391	72
Subcontracting.....	4.818	28
Subpoena, Release For.....	6.362	47
Substitutes for Teachers.....	7.811	84
Summer Production Work.....	6.152.5	38
Summer School		
Calendar.....	8.111	91
Compensation.....	8.400	92
General.....	8.511	92
Selection of Teachers.....	8.300	92
Sick Leave.....	6.314	43
Workload.....	8.200	91
Supplementary Pay		
Appointment to Position.....	6.151.2	36
Conditions of Appointment.....	6.151.3	36
Criteria for Coaching Appointment.....	6.151.4	37
Late Hires.....	6.152.2	37
Length of Appointment for Coaches.....	6.151.6	37
Method of Pay .....	Appendix V	108
Point System .....	Appendix V	108
Provided.....	6.151.1	36
Retention/Non-Renewal of Coaches.....	6.151.5	37
Specified .....	Appendix V	108
Supplies and Materials Provided.....	7.521	80
Supportive Staff, Assignment.....	7.131.4	54
T.B. Tests Provided.....	6.221	40
Tax Exempt Payment Program.....	6.240	41

Teacher Assistants		
Elementary, Per Classroom.....	7.134.8	56
Teacher Consultants		
Required.....	7.444	76
Telephones.....	7.512	80
Workload.....	7.448.1	76
	7.449	77
Teacher Distribution, Elementary.....	7.133	55
Teacher Exchange.....	7.929.5	89
Teacher Incapacity/Independent Medical Exams.....	4.900	28
Appeal to Arbitration.....	4.913	29
Disability Leave.....	4.915	29
Early Return.....	4.917	30
Procedure for Compelling Sick Leave.....	4.911	28
	4.912	29
Temporary Suspension of Teacher.....	4.916	30
Time Limits.....	4.914	29
Teacher Rights.....	4.000	10
Against Discrimination.....	4.411	15
To Organize.....	4.111	10
To Privacy.....	4.413	15
To Review Personnel File.....	4.561	19
Under Law.....	4.100	10
	4.113	10
Under the Constitution.....	4.112	10
Tenure		
Appeal of Discipline.....	5.316.1	32
Denial of.....	4.617	23
	4.618	24
Evaluation of Tenure Teachers.....	4.619.1	24
	4.612.4	21
Terminal Leave Pay		
Eligibility.....	6.232	41
Payment.....	6.233	41
Pay Rate.....	6.231	41
Use for Credit Purchase.....		
Tests, Reimbursements for.....	6.222	41
Theft of Teacher Property		
Board Responsibility.....	4.550	19
Time Before and After School Required.....	7.217.1	61
Trainer's Schedule.....	7.482	79
Training		
CPR, First Aid, Lifesaving.....	6.414	50
Transfers		
Affirmative Action.....	4.412	15
Exchange.....	7.929.5	89
From Self-Contained EI Classes.....	7.929.1	88
Involuntary Criteria.....	7.923.3	86
	7.924.4	88
Notice.....	7.923.2	86
Notice of Vacancies During Summer.....	7.931.3	90
Part Time.....	7.924.4	88
Preference for.....	7.924.1	87
Return to Teaching.....	7.924.6	88
Return to Original Position.....	7.923.5	86
Time Limit.....	7.923.9	87

Voluntary		
Authority.....	7.929.4	89
Notification of Applicant.....	7.929.3	89
Request for.....	7.929.1	88
Teacher Acceptance.....	7.929.2	89
Travel Between Buildings		
Pay for.....	7.710	83
	7.722	84
Room Schedule.....	7.356	69
Time for.....	7.711	83
Unassigned Time, Elementary.....	7.330	66
Unassigned Time, Secondary.....	7.360	70
Vacancies (Also see Posting)		
Application for.....	7.940	90
Filling of by Involuntary Transfer.....	7.923.1	86
Notice to Transfer Applicants.....	7.931.3	90
Vision Insurance Provided.....	6.215.1	39
Michigan Educational Credit Union.....	6.133	35
	Appendix VII	135
Weather, Absences Due to.....	7.218	62
Workload		
Advance Placement Courses.....	7.313.1	65
Changes.....	7.310.1	64
COE Coordinators.....	7.471	78
	7.473	78
Counselors.....	7.461	78
Counselor for Continuing Education.....	7.481	79
Media Specialists-Librarians.....	7.411	72
	7.412	72
Secondary Schools.....	7.351.1	68
	7.352.1	69
Speech Therapists.....	7.431	75
Summer School.....	8.200	91
Teachers of EMI Program.....	7.451	78
Teachers of Hearing Impaired.....	7.451	78
Workers' Compensation.....	6.251	42
Working Conditions		
Dirt/Dust from Construction.....	4.532	18
(Also See Facilities)		
Workload		
Athletic Trainer.....	7.482	79
Elementary.....	7.320	66
Increased Workload Protection.....	7.312.1	66
Kindergarten (first 2 weeks).....	7.321.1	66
Medical Procedure Teacher Responsibility.....	7.310.2	64
Middle School Advisor.....	7.481	79
Newly Created Positions.....	1.215	1
No Assigned Pilots with Increase.....	7.312.2	65
Teacher Consultants.....	7.447	76
	7.449	77