

Exceptional⁺

ANN ARBOR PUBLIC SCHOOLS

Lead. Care. Inspire.



MASTER AGREEMENT

between the

ANN ARBOR BOARD OF EDUCATION

and the

ANN ARBOR EDUCATION ASSOCIATION

2016-2017

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.

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1.000 BOARD-ASSOCIATION RELATIONS

1.100 Recognition of the Association

- 1.111 The Board in accordance with Act 336 of Michigan Public Acts of 1947 as amended through Act 379 of 1965, and Act 176 of Michigan Public Acts of 1939 as amended through Act 282 of 1965 (herein called Public Acts), hereby recognizes the Association for the duration of this Agreement as the exclusive negotiating representative for all certified or professional personnel on an index, a per diem, hourly or class rate basis while under contract or on Board approved leave, listed under Group A and excluding personnel listed in Group B, Appendix I of this Agreement.
- 1.112 Representation of personnel in newly created certificated or vocationally licensed positions shall be negotiated within 30 days of Board authorization for the position. Either party may appeal to arbitration upon expiration of the time limits stated above in accordance with the provisions of Section 4.230 and all of its subsections.
- 1.113 Teachers shall either submit a membership form or shall be considered agency shop fee payers to Association.
- 1.114 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.

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 bargaining unit employees.
- 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, AAEA, 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 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 All deductions, except Association dues, from the teacher's salaries shall be listed separately on the employee's statement of earnings issued each pay period when practicable.

3.110 The Board will also deduct and pay over from the pay of any teacher such deductions, except Association dues, 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.

3.111 The Board and the Association recognize the importance of each employee pursuing an active retirement savings program in achieving their retirement savings goal.

Valic Retirement Services or their successor is the third party administrator (TPA) for the School District's 403(b) tax sheltered deferred retirement plan.

The parties further understand and agree that the regulations regarding the administration of 403(b) plans will be followed. Accordingly, the parties agree that; A plan document, consistent with all legal requirements shall be in force by December 31, 2008.

The plan document shall allow employees the ability to make changes in the investment portfolio.

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.

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.

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 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 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 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.

For the duration of this agreement (Salary Proposal Section II) sections 3.622 and 3.623 (teachers cannot be required to take student teachers) will not be grieved and student teachers may be assigned 3rd, 4th, or 5th grade elementary teachers for the purpose of supporting the district's "World Language" initiative. It is understood that when Salary Proposal Section II is satisfied certified teachers will be hired for this program if it continues to exist.

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.

4.200 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) work 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) work 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) work 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) work days of filing of an informal grievance. Within seven (7) work 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) work 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) work days thereafter. Within fourteen (14) work 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) work 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) work days thereafter. Any notice of joinder of grievances under Section 4.232 shall result in a delay of fourteen (14) work days in appeal for arbitration, but the thirty (30) work 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) work 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) work 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) work days may, however, be presented in arbitration provided such evidence has been disclosed to the other party not less than seven (7) work 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) work 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) work 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 Staffing practices will reflect the Ann Arbor Public Schools and community's desire for diversity. The Board and the Association agree that action as allowed by law 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 personnel 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 For NCPS 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 NCPS Personnel

4.611 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.¹

4.612.1 The parties agree that the following provisions, when followed, will assure procedurally a fair evaluation and will provide the probationary NCPS 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 NCPS shall be used as a basis for a recommendation for renewal, or non-renewal.

4.612.2 Probationary NCPS 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 NCPS.

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

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 NCPS to improve if improvement is to be forthcoming.

The above cited evaluation periods will be modified as warranted and appropriate for probationary NCPS 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 NCPS may request assistance from the Association. At the NCPS's request, a representative from the Association may attend a meeting when the probationary NCPS's evaluation is discussed or where the NCPS'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 NCPS, at the level needed for that NCPS 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 NCPS evaluated for purposes of discussing matters related to the observation and evaluation and to solicit NCPS 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 NCPS 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.
- 4.613.5 The Board shall, as soon as possible, notify each NCPS who his/her evaluator is to be. If another administrator is to be involved, the NCPS 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 NCPS request, meet with the NCPS to be evaluated prior to any formal observation as defined in Section 4.613.1.

4.613.7 The evaluator shall notify the NCPS 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 NCPS, except as agreed to by the NCPS 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 NCPS whose performance has been identified as unsatisfactory.

4.614 Evaluations shall be in writing and reviewed with the NCPS within ten work days of the last observation. For probationary NCPS this review may occur up to five (5) work days beyond this limit if scheduling is interrupted. NCPS evaluations citing deficiencies shall include recommendations as to how the performance of the NCPS 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 NCPS and the evaluator shall sign the evaluation. If the NCPS 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 NCPS.

4.616 In the event that the NCPS 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 NCPS's professional conduct in circumstances other than the classroom shall be described in the Personnel Policies Handbook.

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

- 4.617 Evaluations used in determining reemployment of probationary NCPS shall conform to the provisions above and no such NCPS 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.
- 4.618 Probationary NCPS shall be denied reemployment only for just and reasonable cause, but no such denial shall be construed as disciplinary. If a NCPS wishes to appeal such dismissal, he/she may use the grievance procedure.
- 4.619.1 Evaluations of NCPS 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 NCPS shall conform to a legitimate purpose.
- 4.619.2 For purposes of instructional improvement each NCPS 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 NCPS pursuant to Section 5.211.
- 4.619.3 Observation of a NCPS for purposes of evaluation may be a joint observation by the appropriate administrator and a NCPS -observer if the NCPS 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 NCPS Personnel

4.811 In the event of a lay-off to achieve targeted savings the proportion of funds saved by NCPS 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 NCPS 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 NCPS 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 Sections 4.411 and 4.412 of the Master Agreement, to retain minority employees.

4.813.3 Experience shall mean months, days and years of employment in the Ann Arbor Public Schools. If two or more NCPS have the same seniority and the Board must decide on laying off one of the NCPS, the last four digits of the NCPS's social security number will be used as a tie breaker. The lower number will have the most seniority.

4.813.4 Probationary NCPS 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 NCPS is certified and qualified is available.

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

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

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

4.813.7 NCPS in positions which do not require teacher certification shall be laid off from those positions on the basis of experience.

4.813.8 In the event of a NCPS 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 NCPS seniority and b) maintain current NCPS staff.

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

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

4.814.3 No NCPS 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 NCPS shall have been notified of discharge or lay-off by the last day of the previous school year.

4.814.4 No NCPS shall be discharged or laid off pursuant to a necessary reduction under Section 4.811.1 during the school year unless such NCPS shall have been notified for discharge or lay-off at least thirty (30) days prior to the effective date, but all individual contracts are hereby made specifically subject to this provision.

4.815.1 Consistent with Section 4.813.2, and 4.813.3, NCPS 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. NCPS who become qualified and certified in additional 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 NCPS 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 NCPS until the end of the current semester or NCPS who have less experience. NCPS shall be recalled to positions which do not require teacher certification in the reverse order of layoff from that position.

- 4.815.2 Each NCPS 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 NCPS is eligible. Each NCPS 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 NCPS recalls.
- 4.815.3 The Board shall have no obligation to recall any individual twenty-four (24) months after lay-off after layoff becomes effective.
- 4.816.1 Upon return to service with the Ann Arbor Public Schools, NCPS who have been laid off because of a necessary reduction in staff shall receive salary credit as follows:
 - 4.816.2 NCPS 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 NCPS 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.
 - 4.816.4 NCPS 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.
 - 4.816.5 NCPS who are on layoff may refuse an offer of return to a position which is less percentage of time (FTE) than that which the NCPS 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 NCPS will be recalled to subsequent positions to which they are entitled under section 4.815 without regard for the refusal.
- 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 NCPS staff or otherwise adversely

affect the wages, hours and conditions of employment of NCPS 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 NCPS 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 NCPS, 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.
- 4.820 A bargaining unit employee who is laid off and then recalled the following school year is subject to the following provisions:
 - 4.821 If recalled after the last day of school but before August 1 they will return 50% of their unemployment compensation to the district.
 - 4.822 If recalled between August 1 and August 15 they will return 25% of their unemployment compensation to the district.
 - 4.823 If recalled after August 15 they will not return any of their unemployment compensation to the district.
 - 4.824 The recalled employee may make arrangements with the finance department to have this obligation spread out evenly over the entire year or paid in one sum.
- 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 subject to Article V, Section 2 38.112 of the Michigan Teacher Tenure Act.

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 subject to Article V, Section 2 38.112 of the Michigan Teacher Tenure Act.

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 NCPS only for reasonable and just cause, including, but not limited to:

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 NCPS 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 NCPS Discipline or Discharge

- 5.311 Any administrator who receives a complaint about a NCPS where the complaint could lead to a reprimand or more serious disciplinary action, shall notify the NCPS of the complaint without requesting an immediate response. NCPS are entitled to know the identity or source and details of all such complaints. The NCPS will be given up to twenty four (24) hours to respond to the complaint.
 - 5.312.1 No NCPS 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 NCPS 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 NCPS shall have the right to append a reply or statement to any reprimand.
- 5.313.1 No NCPS shall be disciplined (except for reprimand or docking of pay due to lack of approved leave time unless:
 - 5.313.2 The Association and the NCPS 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 NCPS 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 NCPS 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 NCPS 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 NCPS has been given the opportunity to append to any finding whatever statements he/she may wish to make.
 - 5.313.8 Failure of a NCPS 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 NCPS 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 NCPS may be processed as a grievance.
 - 5.316.2 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
- 5.317 Demotion or reclassification of NCPS for disciplinary reasons shall not be construed as involuntary transfer but shall be subjected to the procedure established in Section 5.313.

5.318 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 NCPS, shall be promptly brought to the attention of the NCPS 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. Sections 4.411 and 4.412 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. Sections 4.411 and 4.412.

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 will be paid in the following manner:

1. Payments will be made in 19 pay periods. This replaces the previous 21/26 pay options.
2. The first payment will commence with the first pay in October.
3. The final payment will be made in the first pay period in June.
4. This schedule is effective with the 2013/2014 school year.
5. Any employee, excluding counselors, but including coaches, who elect to have their supplemental pay "spread" will receive it in the 19 pay periods beginning with the first pay in October and ending with the first pay in June. For coaches, this amends 6.152.4(B & C).

Coaches who are teachers may take the pay in two lump sums during the season.

- 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 ABC Plan I. District will contribute 100% of cost of the HSA, 1/12 per year, starting January, 2017 or Priority Health HMO or PPO Plan of fringe benefits for all teachers working no less than .40 F.T.E., who opt to pay the amount of premium that is beyond the Board's contribution. The Board shall pay the same proration as their percent of time of employment. The plan shall include options as shown in Appendix XII.
- 6.211.2 The MESSA PAK plan includes: Life; Accidental D&D; Dental; VSP3 Vision; LTD
- 6.211.4.1 For the 2016-2017 the Board will provide \$12,959.59 per teacher for medical insurance. Vision insurance is employee paid.
- 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 NCPS who resigns or retires because of physical and/or mental disability will be returned to employment with the Board in a position as a NCPS if a position is available based on kind of experience, provided:

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

2. The NCPS 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.

The parties agree to comply with 26 U.S.C & 36(B)(c)2(c)(ii). Should it be found that 26 U.S.C & 36(B)(c)2(c)(ii) requires a change to the Master Agreement, the parties will meet in problem solving to discuss the impact of the above cited statutes or their amendments.

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.

6.235 For the duration of this agreement the terminal leave pay (section 6.230) will be paid by direct deposit into a tax-sheltered annuity through MEA financial Services/Paradigm Equities, subject to contribution and other limitations imposed by applicable state/federal law.

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 NCPS 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 entitled to a position with the District for which he/she is certified and qualified and in accordance with the Teachers Tenure Act.

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, 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.

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.
- 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.
- 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.

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.
- 7.115 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).

7.123.3 The parties to put a joint working committee together to determine alternative ways to compensate teacher for class size issues other than double counting special education students. The joint working committee will report out to the problem solving group at the beginning of January 2017.

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 \$341.12 per student per semester shall be made to the teacher. Kindergarten and Young 5's teachers shall receive an overage payment of \$170.56 per half-day student per semester. Full day Kindergarten and full day Young 5's teachers shall receive an overage payment of \$341.12 per student per semester. These amounts shall be increased 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.

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
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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 3rds, 4ths, or 5ths segments.....29
 Geometry 3 segments.....29
 Algebra II 3rds, 4ths, or 5ths segments29
 Algebra I and II Support.....18
 Geometry Support.....18
 Senior Advanced Math.....29
 Integrated Algebra.....20

Science

Ecology-Resource Management29
 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 Swimming30
 Diving25
 Water Safety25
 Lifesaving30
 Sport Medicine33

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. Counselor positions under Appendix V, Section 1 will receive their supplemental pay "spread" over 21 pay periods beginning with the first pay in September and ending with the first pay in June.

- 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 fifteen (15) minutes prior to the beginning of the morning session. Supervision of students between the entering bell and beginning of instruction remain the responsibility of building staff. 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.

(Appendix VI- School Hours- Asterisk #1 will change to 15 minutes before the start of school).

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 1.241 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 one (1) capsule night or curriculum night per year.
- 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.

7.313.1 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.

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, art, and media 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 1545 minutes per week, except that student contact time for elementary vocal music, physical education, art, and media specialist teachers will not exceed 1475 minutes per week. For all elementary teachers, all time beyond 1514 minutes per week will be unassigned time. Such unassigned time will be a minimum of 30 minutes per day.
- 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.

7.331.6 Elementary classroom teachers will receive 330 minutes per week (prorated by the number of school days in the week) of release time, through the last full school day of the last week of school.

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 AAEA will mediate a final resolution.

7.332.2 Elementary vocal music and physical education teachers will not be assigned more than 122 continuous 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.

7.332.8 Elementary specials teachers will receive 300 minutes per week (pro-rated by the number of school days in the week) of release time, through the last full school day of the last week of the school year. One hundred (100) additional minutes weekly (20 minutes daily for passing time, beginning and end of the day, etc.)

7.340 Elementary and Ann Arbor Open School at Mack Clerical Assistance
For the duration of this agreement (Salary Proposal Section II 7.340(.1-.9) and 7.370 (.1-.8) "clerical" assistance will not be grieved.

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.

7.342 Elementary Assessment Days

Each elementary building shall be provided the equivalent of eight (8) days of assistance per kindergarten class and four (4) days of assistance per first and second grade class and three(3) half days of assistance per third, fourth and fifth grade class. The allotted days may be used by any K-5 classroom teacher in the building with prior approval by the building principal. The assistance may be provided by substitute teachers or teacher assistants. This section expires at the end of this contract unless there is mutual agreement to extend.

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 Middle School Advisory

All classroom teachers assigned full-time to a middle school shall have an advisor responsibility in addition to five class assignments. 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. 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. 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.

7.352.3 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.

7.360 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

For the duration of this agreement (Salary Proposal Section II), 7.400 (media center staffing) will not be grieved and the following will be used to staff media centers:

1. Comprehensive High Schools - 2 media specialist and 1.0 FTE clerical assistance scheduled such that there will always be at least two adults present in the media center.
2. All Middle Schools - 1 media specialist - clerical assistance per 7.413.
3. Pathways to Success - will continue with .50 media specialist.
4. Elementary - minimum of 150 minutes per week per building "open library" time - clerical assistance per 7.413.

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.
- 7.425.1 The duties of the lunch supervision teacher may be shared among 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, if not certificated and subject to Michigan Teacher Tenure Act, and Occupational Therapists
- 7.431 The assigned caseload for teachers of the speech and language impaired, if not certificated and subject to Michigan Teacher Tenure Act, 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.

7.445 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.

7.449 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
For the duration of this agreement (Salary Proposal Section II) 7.462 and 7.463 (secretaries for counselors) will not be grieved. Clerical help will be 1.0 FTE at each comprehensive High Schools and access to 1.0 FTE at the Middle Schools.
- 7.461 The normally assigned workload of NCPS 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 Ann Arbor Education Association will not grieve the 75 to 1 ELL teacher caseload (7.494) language for the 2015-2016 school year. Caseloads will be balanced by November

1,2 015. The District will provide requisite supports for resultant ELL teacher caseloads. The Ann Arbor Education Association and the District agree to the development of a tiered instructional model as discussed during negotiations for implementation in the 2016-2017 school year. The caseload for elementary school teachers of English As A Second Language shall be 75 students receiving direct services. ESL Teachers can monitor up to five (5) additional students. The district will provide assessment support for caseloads exceeding 75 students including monitored 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.

7.496 ESL assignments will minimize the necessity to travel between multiple buildings, maximize instructional efficiencies, and reflect programmatic input from staff.

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 aid equipment, 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 AAEA. 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. 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 NCPS Assignments, Transfers and Reassignments, Vacancies, Promotions and Internships

7.910 Assignments

7.911 All NCPS 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 NCPS reporting date.

- 7.912 The Board shall tentatively assign all newly-appointed NCPS 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 NCPS as soon as practicable, and except in cases of emergency, not later than one week prior to the NCPS 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 NCPS affected shall be notified promptly in writing.
- 7.915.1 The Board shall place all NCPS who are hired after November 1st of each school year on temporary assignments. The positions held by these NCPS 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 NCPS who replace NCPS 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 NCPS on leave as described in Section 6.300 and its subsections.
- 7.920 NCPS Transfers and Reassignments
- 7.921 Reassignment within Building
 - 7.921.1 All principals shall solicit NCPS preferences for classes and class schedules each school year. The principal shall work in a collaborative manner with the NCPS to develop NCPS assignments for the following year. In that process, the following standards shall be considered:
 - 1) NCPS expertise and/or experience.
 - 2) School improvement goals and student achievement needs.
 - 3) Sound rationale for assignments.
 - 7.921.2 If a NCPS 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 NCPS 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 NCPS shall be offered professional development assistance and opportunities to assist him/her

in improving skills and knowledge necessary for the assignment.

7.921.3 NCPS 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 NCPS may appeal to the Human Resource Services Office. In that instance, representatives of that office, the Association, the NCPS and the principal will meet within ten (10) calendar days to discuss the problem and seek resolution.

7.921.4 NCPS 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 NCPS 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 NCPS 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 NCPS 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 NCPS.

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 NCPS is to be transferred or reassigned. 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 NCPS have the same length of experience and the Board must decide on transferring one of the NCPS, the last four digits of the NCPS 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 NCPS to be involuntarily transferred shall include:

1) Preparing a list of NCPS by years of experience in the Ann Arbor School District who work 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 of NCPS.

7.923.6 NCPS 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 of NCPS 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 NCPS 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 of NCPS.

7.924.1 NCPS 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 NCPS 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. NCPS 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. NCPS reassigned from counseling in this manner shall be entitled to the first available NCPS vacancy in counseling.

7.929 Voluntary Transfers of NCPS

- 7.929.1 NCPS 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 NCPS's current certifications, highly qualified status, and any other information the NCPS may wish to share regarding their education and experience. Each NCPS will be limited to two (2) choices, however these choices may be as broad or narrow as the NCPS 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 NCPS 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 NCPS 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) currently working under an IDP; or
- 2) received 2 B's on most recent evaluation; or
- 3) has been disciplined (written reprimand or greater) within the past 48 months; or
- 4) is returning from a leave of absence that delays or interrupts a scheduled evaluation; or
- 5) the 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 NCPS 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 NCPS 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 NCPS 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 NCPS. Any other reassignment must align with the NCPS's transfer request or be required by current contract language.
- 7.929.7 Each NCPS 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 NCPS shall be entitled to a reason.
- 7.929.8 A representative for Human Resource Services shall make the final decisions on all requests for NCPS voluntary transfer.
- 7.929.9 A written request to the Human Resource Services Office may be made by any two (2) NCPS 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 NCPS involved are 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 NCPS Posting Procedure

- 7.931.1 Whenever any NCPS position, excluding the Superintendentcy 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 NCPS 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 NCPS filling the position immediately prior to the temporary assignment is to return to that same position.

7.940 Application Procedures

7.941 Any NCPS may apply for any vacant NCPS 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 NCPS 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 NCPS 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 NCPS are 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 NCPS 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 other work normally assigned. An intern

shall be paid the salary he/she would have received had he/she remained a NCPS, 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. (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.

8.400 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 Excluding prohibited subjects, 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 NCPS 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.

9.300 Mentoring 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 Board agrees to involve the Association in the development of this program. **See Appendix XIII for compensation and filing timelines.**

10.000 THE MASTER AGREEMENT

10.111 This Agreement shall become effective as of July 1, 2016. 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 Excluding prohibited subjects, 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. Excluding prohibited subjects, 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 Excluding prohibited subjects, 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. Policies and regulations specific to prohibited subjects are not subject to grievance or arbitration.
- 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 June 30, 2016, 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 subject to PA 54.

This agreement automatically reopens Appendix IV (salary schedule) for the 2016-2017 school year subject to PA 54.

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 2016-2017 Agreement on the first date written above.

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

Christine Stead, President * _____
Dr. Jeanice Swift, Superintendent _____
Jeff Gaynor, Secretary * _____
David A. Comsa, Chief Negotiator _____

ANN ARBOR EDUCATION ASSOCIATION

George Przygodski, Chief Negotiator _____
Linda Carter, President _____
Fred Klein, Vice President _____
Tamala Bell _____
Shaugn Harris _____
Sean Eldon _____
Gretchen Hahn _____

*Former Board President and Secretary no longer in office at the time of CBA finalization. The signatories above are the current 2017 Board President and Secretary.

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 I

Group B

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

Coordinator for Community Resources

Project Director, Teaching-Learning
Communities

Reading Program Specialist

Program Supervisor, PPS

Secretary to the Board

Tutorial Facilitator

Finance Officer

Programmer/Analyst

Special Projects Evaluator

Electronics Technician

Graphic Artist

Assistant Graphic Artist

Sports Director

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:

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

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

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

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.**



10. MY TEACHER ANSWERS MY QUESTIONS ABOUT SCHOOL WORK.



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



12. MY TEACHER MAKES LEARNING FUN.



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



14. MY TEACHER LETS OUR CLASS HELP PLAN.



15. WE DO INTERESTING THINGS IN MY CLASS.



16. I LEARN A LOT FROM MY TEACHER.



17. I THINK MY TEACHER LIKES ME.



18. I LIKE MY TEACHER.



APPENDIX III FORM B (NCPS ONLY) STUDENT OPINION FORM

APPENDIX III FORM A 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 (FOR NCPS ONLY)

STUDENT OPINION 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.

almost	almost	most of	some of	
	always	the time	the time	ever

Example: Teacher offers extra help.
 one box

Please check

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

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?

	almost	most of	some of	
always	the time	the time	never	

Did you understand what was expected of you?
What didn't you understand?

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

Was the teacher fair?
What wasn't fair?

	almost	most of	some of	
always	the time	the time	never	

Were the lessons made clear?
What wasn't clear?

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

APPENDIX III FORM C (FOR NCPS ONLY) STUDENT OPINION FORM

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

Add any other comments:

(Appendix III) STUDENT OPINION OF TEACHER FORM REVISED FOR C

FROM _____ to my students in _____

Course Teacher
Period Date

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

- | | | | | | | | |
|--|-----------------------|---|---|---|---|---|-----------------------|
| 1. Teacher seems to know subject matter.
very
ery
knowledgeable | very
knowledgeable | 4 | 3 | 2 | 1 | 0 | not
v |
| 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.
unprepared | prepared | 4 | 3 | 2 | 1 | 0 | |
| 6. Teacher is considerate of differing
inconsiderate
opinions. | considerate | 4 | 3 | 2 | 1 | 0 | |
| 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
atmosphere | relaxed
atmosphere | 4 | 3 | 2 | 1 | 0 | tense |
| 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 |

APPENDIX III

FORM C (FOR NCPS ONLY)

STUDENT OPINION FORM

- | | | | |
|---|---------------------------|-----------|-------------------|
| 14. Teacher encourages students to participate in discussions and asks questions. | encourages
discourages | 4 3 2 1 0 | |
| 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 |
| 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 assignments, etc. so that you knew what discussions to expect? | too many | 4 3 2 1 0 | to few |
| -2- (Appendix III) REVISED FORM C | | | |
| 22. How would you rate discussions following tests, etc? (Did you understand the mis-explanations takes you made?) | adequate explanations | 4 3 2 1 0 | never |
| 23. Did you receive enough individual attention? | adequate attention | 4 3 2 1 0 | not 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 <u>do</u> you like about the teacher? | | | |
| 28. What <u>don't</u> you like about the teacher? | | | |
| 29. Which class session or unit was the <u>most</u> 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

2016-2017 SALARY SCHEDULE

AAEA TEACHERS

Elimination of Step 1 from 2015-2016 Schedule and 1% on schedule, all steps

W/O Half Step

DEGREE / STEP	BA	BA + 30	MA	MA + 30 60W/MA	BA + 2 MA	ED. SPEC.	BA + 90/MA	PH.D.
2	\$41,342	\$45,084	\$46,899	\$48,277		\$49,488	\$50,896	\$52,347
3	\$43,906	\$47,580	\$50,195	\$51,598		\$52,883	\$54,327	\$55,887
4	\$46,431	\$50,735	\$53,568	\$55,024		\$56,385	\$57,847	\$59,505
5	\$49,129	\$54,323	\$57,015	\$58,585		\$59,968	\$61,491	\$63,148
6	\$51,827	\$57,156	\$60,617	\$62,188		\$63,612	\$65,161	\$66,924
7	\$54,566	\$60,820	\$64,225	\$65,919		\$67,339	\$68,923	\$70,733
8	\$57,426	\$64,100	\$67,869	\$69,803		\$71,331	\$73,109	\$75,147
9	\$60,316	\$67,350	\$71,570	\$73,687		\$75,256	\$77,346	\$79,477
Step 10 <i>1% on schedule added</i>	\$64,972	\$72,679	\$77,510	\$79,184		\$80,901	\$82,898	\$85,149
L1 <i>1% on schedule added</i>	\$65,621	\$73,407	\$78,285	\$79,976		\$81,711	\$83,726	\$86,000
L2 <i>1% on schedule added</i>	\$66,272	\$74,133	\$79,060	\$80,769		\$82,519	\$84,554	\$86,852

Longevity:

L1* (1% higher than step 10.) Teachers with 10 years or more years of experience
(Calculated from seniority date) in Ann Arbor by 9/30/16 will be placed on L1.

L2** (2% higher than step 10.) Teachers with 14 years or more years of experience
(Calculated from seniority date) in Ann Arbor by 9/30/16 will be placed on L2.

2016-2017 SALARY SCHEDULE

AAEA TEACHERS

Elimination of Step 1 from 2015-2016 Schedule and 1% on schedule, all steps

DEGREE / STEP	BA	BA + 30	MA	MA + 30 60W/MA	BA + 2 MA	ED. SPEC.	BA + 90/MA	PH.D.
2	\$41,342	\$45,084	\$46,899	\$48,277		\$49,488	\$50,896	\$52,347
50% of Step	\$42,624	\$46,332	\$48,547	\$49,937		\$51,185	\$52,611	\$54,117
3	\$43,906	\$47,580	\$50,195	\$51,598		\$52,883	\$54,327	\$55,887
50% of Step	\$45,168	\$49,158	\$51,882	\$53,311		\$54,634	\$56,087	\$57,696
4	\$46,431	\$50,735	\$53,568	\$55,024		\$56,385	\$57,847	\$59,505
50% of Step	\$47,780	\$52,529	\$55,291	\$56,804		\$58,177	\$59,669	\$61,327
5	\$49,129	\$54,323	\$57,015	\$58,585		\$59,968	\$61,491	\$63,148
50% of Step	\$50,478	\$55,739	\$58,816	\$60,386		\$61,790	\$63,326	\$65,036
6	\$51,827	\$57,156	\$60,617	\$62,188		\$63,612	\$65,161	\$66,924
50% of Step	\$53,197	\$58,988	\$62,421	\$64,053		\$65,475	\$67,042	\$68,828
7	\$54,566	\$60,820	\$64,225	\$65,919		\$67,339	\$68,923	\$70,733
50% of Step	\$55,996	\$62,460	\$66,047	\$67,861		\$69,335	\$71,016	\$72,940
8	\$57,426	\$64,100	\$67,869	\$69,803		\$71,331	\$73,109	\$75,147
50% of Step	\$58,871	\$65,725	\$69,719	\$71,745		\$73,294	\$75,227	\$77,312
9	\$60,316	\$67,350	\$71,570	\$73,687		\$75,256	\$77,346	\$79,477
50% of Step	\$62,644	\$70,014	\$74,540	\$76,435		\$78,079	\$80,122	\$82,313
10	\$64,972	\$72,679	\$77,510	\$79,184		\$80,901	\$82,898	\$85,149
Step 10 1% on schedule added								
L1 1% on schedule added	\$65,621	\$73,407	\$78,285	\$79,976		\$81,711	\$83,726	\$86,000
L2 1% on schedule added	\$66,272	\$74,133	\$79,060	\$80,769		\$82,519	\$84,554	\$86,852

Longevity:

L1* (1% higher than step 10.) Teachers with 10 years or more years of experience
(Calculated from seniority date) in Ann Arbor by 9/30/16 will be placed on L1.

L2** (2% higher than step 10.) Teachers with 14 years or more years of experience
(Calculated from seniority date) in Ann Arbor by 9/30/16 will be placed on L2.

APPENDIX V
Supplementary Pay

The point totals will be subjected to annual review and possible re-negotiation.

1. Student Support Services

- A. **Senior High School Counselors/Counselor of Continuing Education**
per diem for all time required beyond teacher contract days/hours - a minimum of 15 days as per 7.214.1
- B. **Middle School Counselors**
per diem for all time required beyond teacher contract days/hours - a minimum of 5 days as per 7.214.1
- C. **School-Court Liaison Agent**
per diem for all time required beyond teacher contract days/hours - a minimum of 5 days as per 7.214.1
- D. **Counselors at Ann Arbor Open School at Mack**
per diem for all time required beyond teacher contract days/hours - a minimum of 5 days as per 7.214.1 (prorated for part-time)
- E. **Lead Online Teacher for the Options Program**
per diem for all time required beyond teacher contract days/hours - (may be required to work an additional fifteen (15) days at a mutually agreeable time paid at their per diem.)

2. Music Activities

A. Bands

- 1) Senior High School director 1,600 points
 Co-Director 150 points
- 2) Middle director 250 points
 Co-Director 125 points
- 3) Ann Arbor Open
 School at Mack and STEAM K-8 125 points
- 4) Jazz at Community High School 200 points

B. Orchestras

- 1) Senior High School director 800 points
 Co-Director 150 points
- 2) Middle Director 250 points
 Co-Director 125 points
- 3) Ann Arbor Open
 School at Mack and STEAM K-8 125 points

C. Chorus

- 1) Senior High School 800 points

- 2) Middle 225 points
- 3) Ann Arbor Open School at Mack and STEAM K-8 110 point
- 4) Senior High School Choral Cavalcade per director 150 points

D. Senior High Musical - one per year

- 1) Technical Director 200 points
- 2) Choreographer 200 points
- 3) Costumer 175 points
- 4) Dramatic Director 425 points
- 5) Orchestra Director 190 points
- 6) Vocal Director 200 points
- 7) Producer 525 points

3. Department Chairperson

A. High School

- 1) Department of 1.0-2.9 professional FTE 563 points
- 2) Department of 3.0-9.9 professional FTE 1125 points
- 3) Department of 10.0 professional FTE or more 1688 points
70 release days per comprehensive high school will be provided for department chairs' use with principal's approval

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 - 282 points per year and no more than five (5) assignments.
- 2) Pathways to Success - English, Social Studies, Science, Math and an additional leader to represent special education, fine arts, health, media and technology - 282 points each school year.
- 3) Ann Arbor Open School at Mack Curriculum Leader - 282 points per year.
- 4) District-wide Elementary PE/Health Department Heads - .20 FTE for the 2016-2017 school year, in lieu of stipend and release days (see MOA of September 13, 2016).
- 5) District-wide Secondary PE/Health Curriculum Chair - 1125 points 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.

- 6) District-wide Media Specialist Curriculum Chairperson position is segmented into a K-5 and a 6-12 position. The Media Specialists in the respective positions will split the current stipend of 1125 points.
- 7) Elementary curriculum leaders - see MOA dated December 12, 2008

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 338 points
and either one (1) period each day each semester released or scheduled
as a class.

Literary Magazine 281 points
and either one (1) period each day for one (1) semester released or
scheduled as a class.

B. Middle School, Ann Arbor Open School at Mack and STEAM K-8

Yearbook One (1) period released time, assigned as a
regular class or BA step 1 hourly, hours to
be mutually determined in advance by the teacher and
the principal, authorized by the Superintendent or their
designee.

Newspaper One (1) period released time, assigned as
a regular class or BA step 1 hourly, hours to
be mutually determined in advance by the teacher and the
principal authorized by the Superintendent or their
designee.

5. Secondary, Ann Arbor Open School at Mack and STEAM K-8 Dramatics

A. Senior High School

- 1) Dramatics and Theatre
 - Guild 1,125 points
- 2) Production Board 637 Points to a maximum of 4 plays/year
- 3) Stage Manager 506 points
- 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 and STEAM K-8

- 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)
2092 points

*Ann Arbor Open at Mack and STEAM K-8 Directors 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	2	3	282 points
Community, Pathways to Success, Middle Schools, AAOpen at Mack, STEAM K-8	1	9	211 points
Elementary & Preschool School Webmaster	1	22	141 points

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) BA1 hourly
5. Saturday Programs BA1 hourly
6. Black Student Union - 141 points per year or one period released each day each semester.
7. High School "SOS" Support Lab at Pathways School BA1 hourly
May be part of a 1.0 FTE assignment
8. Conflict Management Building Coordinator 206 pts/year
9. Home building instructor in lieu of release hour 2251 points
10. Lead Teacher at Pathways to Success 206 points

B. Elementary and Ann Arbor Open School at Mack and STEAM K-8

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 28 points/year

*If the principal in an elementary school or at Ann Arbor Open School at Mack or STEAM K-8 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. Before and after school instructional support where teacher certification is required shall be compensated at the BA minimum hourly rate. The term (dates, times, and length) of this assignment shall be agreed upon prior to the commencement of the initial assignment.

D. 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.

E. Curriculum Development will be paid at the current BA, minimum hourly rate.

10. The Board shall pay, except as noted below, for each supplementary pay position listed in #8 "Interscholastic Sports Points", 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.

11. The rate of pay per point for the 2016-2017 school year is **\$7.10** 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.

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

12. Any position listed in APPENDIX V may, upon mutual consent of administration and the AAEEA, be compensated by assigning FTE in place of or in addition to the monetary amount in this appendix.

13. Per Diem pay will be granted for time beyond contract calendar requirements for work with similar responsibilities.

14. BA step 1 pay will be granted for time beyond contract calendar requirements for work with lesser responsibilities.

15. The minimum hourly workload for assignments shall be agreed upon and then calculated by dividing the compensation by the BA 1 hourly rate. If the Association or the Administration believes that the point value assigned to the position is incorrect for the hours required either side may request the assignment be addressed through contractual problem solving.

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	22
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

	GENDER	TOTAL OLD	POINTS FOR	POINTS FOR PARTI-	POINTS FOR ASST	POINTS FOR	POINTS FOR	TOTAL	CHANGE	HEAD COACH
		POINTS IN CONTRACT	HOURS	FOR PARTI- CIPANTS	COACHES	EQUIP	SAFETY/RISK	POINTS		
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	599	-185	\$ 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

	GENDER	1999-2000	Number	Number	Number of	Hours	Home	Hours per	Hours per	Away dates	Hours per	TOTAL	Average
		Start End	of weeks	of days	practices	per	Dates per					per season	NEW
Baseball	Men	03/13-06/17	14*	71.5	45.5	3	9	5	6	17	8	326.5	25.1
Basketball	Men	11/15-03/25	19**†	93.5	65.5	3	10	4	4	18	7	362.5	22.7
Basketball	Women	08/16-12/04	16	88.0	60.0	3	10	4	4	18	7	346.0	21.6
Crew-Fall	Co-Ed	08/16-11/06	12	66.0	59.0	3	1	8	6	6	15	275.0	22.9
Crew-Spring	Co-Ed	03/06-06/03	12	66.0	59.0	3	1	8	6	6	15	275.0	22.9
Cross Country	Men	08/16-11/06	12	66.0	49.0	3	7	2	2	10	5	211.0	17.6
Cross Country	Women	08/16-11/06	12	66.0	49.0	3	7	2	2	10	5	211.0	17.6
Field Hockey	Women	08/16-10/30	11	60.5	38.5	3	9	4	4	13	7	242.5	22.0
Football	Men	08/09-11/27	16	88.0	74.0	3	4	6	6	10	8	326.0	20.4
Golf	Men	08/16-10/16	10	55.0	36.0	3	8	5	5	11	7	225.0	22.5
Golf	Women	03/13-06/03	12*	60.5	41.5	3	8	5	5	11	7	241.5	22.0
Gymnastics	Women	11/01-03/11	19**†	93.5	75.5	3	7	4	4	11	6	320.5	20.0
Ice Hockey	Men	11/01-03/11	19**†	93.5	61.5	3	12	3	3	20	6	340.5	21.3
Lacrosse	Men	03/13-06/03	12*	60.5	37.5	3	9	3	3	14	6	223.5	20.3
Lacrosse	Women	03/13-06/03	12*	60.5	37.5	3	9	3	3	14	6	223.5	20.3
Soccer	Men	08/16-11/13	13	71.5	45.5	3	9	4	4	17	7	291.5	22.4
Soccer	Women	03/13-06/17	14*	71.5	45.5	3	9	4	4	17	7	291.5	22.4
Softball	Women	03/13-06/17	14*	71.5	45.5	3	9	6	6	17	8	326.5	25.1
Swimming & Diving	Men	11/22-03/11	16**†	77.0	59.0	3	8	3	3	10	6	261.0	20.1
Swimming & Diving	Women	08/16-11/20	14	77.0	59.0	3	8	3	3	10	6	261.0	18.6
Synchronized Swimming	Women	11/22-03/10	16**†	77.0	63.0	3	6	3	3	8	6	255.0	19.6
Tennis:	Men	03/13-06/03	12*	60.5	40.5	3	8	3	3	12	6	217.5	19.8
Tennis:	Women	08/16-10/16	9	49.5	29.5	3	8	3	3	12	6	184.5	20.5
Track & Field	Men	03/13-06/03	12*	60.5	40.5	3	6	4	4	14	8	257.5	23.4
Track & Field	Women	03/13-06/03	12*	60.5	40.5	3	6	4	4	14	8	257.5	23.4
Volleyball	Women	11/22-03/11	17**†	82.5	57.5	3	7	4	4	18	8	344.5	24.6
Wrestling	Men	11/15-03/11	17**†	82.5	62.5	3	8	4	4	12	8	315.5	22.5
Water Polo	Men	08/16-11/13	13	71.5	51.5	3	8	3	3	12	6	250.5	19.3
Water Polo	Women	03/13-06/03	12*	66.0	46.0	3	8	3	3	12	6	234.0	21.3

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

SPORT	GENDER	OLD POINTS	OLD	NEW	NUMBER	ATHLETES	NEW	OLD	NEW
		FOR PARTI-	PARTI-	PARTI-	OF	PER	NEW	Range of	Range of
		CPANTS	CPANTS	CPANTS	COACHES	COACH	POINTS	Participants	Participants
Baseball	Men	60	36	60	3	20	90	0-29	1-25
Basketball	Men	60	30	45	3	15	60	30-49	26-50
Basketball	Women	60	30	45	3	15	60	50-69	51-75
Crew-Fall	Co-Ed	60	48	48	2	24	60	70-89	75-100
Crew-Spring	Co-Ed	60	48	48	2	24	60	90+	101+
Cross Country	Men	30	28	28	2	14	60		
Cross Country	Women	30	28	28	2	14	60		
Field Hockey	Women	60	44	66	3	22	90		
Football	Men	120	88	132	9	15	150		
Golf	Men	30	20	36	2	18	60		
Golf	Women	30	20	36	2	18	60		Corresponding
Gymnastics	Women	30	18	26	2	13	60	0.2	30
Ice Hockey	Men	30	18	24	2	12	30	0.4	60
Lacrosse	Men	60	44	44	2	22	60	0.6	90
Lacrosse	Women	60	44	44	2	22	60	0.8	120
Soccer	Men	60	44	66	3	22	90	1	150
Soccer	Women	60	44	66	3	22	90		
Softball	Women	60	40	60	3	20	90		
Swimming & Diving	Men	30	28	72	3	24	90		
Swimming & Diving	Women	30	28	72	3	24	90		
Synchronized Swimming	Women	30	20	27	2	14	60		
Tennis	Men	30	20	50	2	25	60		
Tennis	Women	30	20	50	2	25	60		
Track & Field	Men	90	66	80	4	20	120		
Track & Field	Women	90	66	80	4	20	120		
Volleyball	Women	30	24	36	3	12	60		
Wrestling	Men	30	26	39	3	13	60		
Water Polo	Men	60	24	42	2	21	60		
Water Polo	Women	60	24	42	2	21	60		
		1470		1492	80	18.7	2130		
		Old Points		Athletes	Coaches	Average	New Points	COST:	\$3.637

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

SPORT - HEAD COACH	GENDER	OLD POINTS	OLD	NEW POINTS	NEW	OLD	NEW
		FOR SUPER-	NUMBER	FOR SUPER-	NUMBER	Range of SUPERVISIO N	Range of SUPERVISIO N
		VISION	NUMBER	VISION	NUMBER	by the Head	by the Head
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	EQUIPMENT	EQUIPMENT
		FOR EQUIP-	MENT	FOR EQUIP-	MENT				
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	EQUIPMENT	EQUIPMENT
		FOR RISK	CATEGORY	FOR RISK	CATEGORY				
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

SPORT	POSITION	POINTS	POINT AMOUNT @	
			\$	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

SPORT	POSITION	POINTS	POINT AMOUNT @	
			\$	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	\$	3,528.56
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	884	\$	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

SPORT	POSITION	POINTS	POINT AMOUNT @
			\$6.32
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

SPORT	POSITION	POINTS	POINT AMOUNT @
			\$ 6.32
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.

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

METHOD OF CALCULATION
MIDDLE SCHOOL SPORTS PROGRAM

I. HOURS

A. Time on task

1. Tasks that were time estimated:

Contest time Practices
 Squad travel Locker room supervision
 Warm-up

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

II. PARTICIPANTS

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

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

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

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

III. ASSISTANT COACHES

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

B. Factor Weight

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

IV. EQUIPMENT RESPONSIBILITY

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

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

V. RISK/SAFETY RESPONSIBILITY

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

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

FORMULA

I. Hours

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

II. Participants

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

III. Assistant Coaches

Ten (10) points for each authorized Assistant Coach.

IV. Equipment Responsibility

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

V. Safety/Risk Responsibility

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

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

TOTAL POINTS

Sport	Hours	Participants	Coaches	Equip.	Risk	Total	Safety	
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>	8:32 a.m. - 3:38 p.m.
<u>Elementary*</u>	8:47 a.m. - 3:50 p.m.
Ann Arbor Open School at Mack	8:00 a.m. - 3:03 p.m.
Steam K-8	8:00 a.m. - 3:03 p.m.
<u>Middle</u> (exclusive of 7.217**)	8:10 a.m. - 2:58 p.m.
<u>Senior High</u> (exclusive of 7.217***)	
Community	7:45 a.m. - 3:30 p.m.
Community Evening Classes	7:45 a.m. - 8:00 p.m.
Huron (Early Session)	7:45 a.m. - 2:36 p.m.
Pioneer (Early Session)	7:45 a.m. - 2:36 p.m.
(Late Session)	8:49 a.m. - 3:43 p.m.
Pathways to Success	7:45 a.m. - 2:36 p.m.
Options Evening Program	2:41 p.m. - 7:19 p.m.
Skyline	7:45 a.m. - 2:40 pm
<u>Adult Education</u>	
Pathways to Success****	8:00 a.m. - 9:00 p.m.

*15 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 Pathways to Success 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
2016-2017 SCHOOL CALENDAR

SEPTEMBER	Tuesday	6	First Day for Students – Full Day of School
OCTOBER	Wednesday	5	Student Count Day
	Wednesday	19	11 th Grade PSAT Testing – Late Start for 9 th , 10 th , 12 th grade students
	Wednesday	26	Early Release for Elementary/Middle School/High School
NOVEMBER	Tuesday	8	No School for Students – Election Day
	Fri/Mon/Tues	18/21-22	Skyline Trimester 1 Exams
	Wed/Thu/Fri	23-25	No School for Staff & Students – Thanksgiving Break
	Monday	28	School Resumes
DECEMBER	Friday-Friday	23 – Jan 6	No School for Staff & Students – Winter Break
JANUARY	Monday	9	School Resumes
	Monday	16	No School for Staff & Students – Martin Luther King Jr. Day
	Tues-Fri	24-27	High School Exams - Partial Day - except Skyline
	Friday	27	Early Release Middle Schools and Skyline HS
FEBRUARY	Wednesday	8	Student Count Day
	Monday	20	No school for Staff & Students – President’s Day
MARCH	Wednesday	8	Early Release for Elementary/Middle School/High School
	Thur/Fri/Mon	9/10/13	Skyline Trimester 2 Exams
APRIL	Mon-Fri	3-7	No School for Staff & Students – Spring Break
	Monday	10	School Resumes
	Tues-Wed	11-12	PSAT/SAT Testing – Late Start for 9 th , 10 th , 12 th grade students who do not test in morning
MAY	Tuesday	2	No School for Students – Election Day
	Wednesday	10	Early Release for Middle and High Schools
	Monday	29	No School for Staff & Students – Memorial Day
JUNE	Friday	16	End of School Year - Half Day for Students Elementary Report Cards go home - Records Day PM.
	Monday	19	Each emergency closing day of the 2016-2017 school year that reduces the District’s attendance days below that required by the state will be made up beginning with this day and each consecutive weekday thereafter. Note: Districts are allocated 36 hours for emergency days (including weather-related.)

APPENDIX VI

PAY DAY SCHEDULE FOR 2016-2017

September 2	March 3
September 16	March 17
September 30	March 31
October 14	April 14
October 28	April 28
November 11	May 12
November 25	May 26
December 9	June 9
December 23	June 23
January 6	July 7
January 20	July 21
February 3	August 4
February 17	August 18

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
3031 W Grand Blvd, Suite 660
Detroit, MI 48202
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.
3201 University Drive, Suite 200
Auburn Hills, MI 48326
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 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

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

MESSA ABC High Deductible Plan I, Rx \$10/\$40

\$1,300 Deductible - Single
\$2,600 Deductible - 2 people/family
Delta Dental Insurance Plan 100X: 75/75/50 (\$2,000)
Life Insurance: \$45,000, with AD&D
Long Term Disability

Priority Health HMO, RX \$15/\$30,

Delta Dental Insurance Plan 100X: 75/75/50 (\$2,000)
Life Insurance: \$45,000, with AD&D
Long Term Disability

Priority Health PPO, RX \$10/\$40,

\$250 Deductible - Single
\$500 Deductible - 2 People/Family
Delta Dental Insurance Plan 100X: 75/75/50 (\$2,000)
Life Insurance: \$45,000, with AD&D
Long Term Disability

Cash In Lieu Option

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

Plan D (for part-time staff working at least .40 F.T.E.)

MESSA ABC High Deductible Plan I or Priority Health HMO or Priority Health PPO, 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.

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 (Employee Paid).

Appendix XIII

2016-2017

AAPS Mentor Program

PAYMENT REQUEST

Semester 1, Due January 27, 2017

Semester 2, Due June 16, 2017

*This form needs to be filled out and turned in at the end of each semester
Remember to attach your semester Contact Log and Mentee Goals*

Mentor Name	
Employee Number	
Building	
Mentee	

Please check the Semester compensation for each mentee you are currently mentoring.

	1st year teacher \$500	2nd year teacher \$250	3rd year teacher \$125
Mentee 1			
Mentee 2			
Mentee 3			

Signature	Date

Return this form to Aileen Samson, Instruction, Balas - email to samsona@aaps.k12.mi.us or fax (734-994-2955), no later than Friday, January 27, 2017 for Semester 1 and June 16, 2017 for Semester 2. Payment requests received after the due date will be processed the following semester.

Office Use Only

Ann Arbor Public Schools, Instructional Services

Revised. Oct. 2016

Appendix XIII, Continued

2016-2017

Sem / Year		Approval Initials		Date Received		Amount	
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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 NCPS 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 NCPS, 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 FOR NCPS:

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:

An employee of AAEA bargaining unit who is certificated and therefore subject to the Michigan Teachers' Tenure Act, 1937 PA4, MCL 38.71 et. seq., as amended.

17. NON CERTIFICATED PROFESSIONAL STAFF (NCPS):

An employee of the AAEA bargaining unit who is not certificated and therefore not subject to the Michigan Teachers' Tenure Act, 1937 PA4, MCL 38.71 et. seq., as amended. (Examples-Social Workers, Nurse)

18. REVENUE:

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

19. MIDDLE SCHOOL:

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

20. EQUIVALENT:

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

21. CONSENSUS AND CONSENSUS PROCESS:

This consensus model refers only to section 7.322.5 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 AAEA 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.

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

ELEMENTARY ASSESSMENT DAYS

The Board shall provide elementary (K - 5) teachers assistance during the life of this agreement for the purpose of the teachers assessing individuals and/or groups of students and working with them to achieve level outcomes. The assistance may be provided by substitute teachers or teacher assistants.

Each elementary building shall be provided the equivalent of eight (8) days of assistance per kindergarten class and four (4) days of assistance per first and second grade class and three (3) half days of assistance per third, fourth and fifth grade class. The allotted days may be used by any K - 5 classroom teacher in the building with prior approval by the building principal.

This memorandum shall expire at the end of this agreement, June 30, 2016 unless there is mutual agreement to extend it.

For the Board

For the Association

Date

Date