

AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF YPSILANTI
AND
THE WASHTENAW COUNTY
EDUCATION ASSOCIATION
(YPSILANTI UNIT)

CONTRACT TO RUN FOR ONE (1) YEAR
2006-2007

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AGREEMENT

THIS AGREEMENT entered into this 30th day of August, 2006 by and between the Board of Education of the School District of Ypsilanti, Michigan, hereinafter called the "Board" and the Washtenaw County Education Association, hereinafter called the "Association," representing the Ypsilanti Education Association, hereinafter called "Y.E.A. Unit."

WITNESSETH

WHEREAS the Board and the Association recognize a common responsibility beyond their professional negotiations, and

WHEREAS it is intended that the joint efforts on the part of the Board and the Association will contribute in a significant manner to the advancement of the total educational environment in the School District of Ypsilanti, Michigan, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

1.000 RECOGNITION

1.100 Recognition of the Association

1.110 Members

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379 Public Acts of 1965, for all certified personnel under contract and all personnel under contract employed as nurses, physical therapists, occupational therapists, school psychologists, family specialists, program facilitators, or school social workers but excluding: superintendent, assistant superintendents, directors, assistant directors, business manager, assistant business manager, principals, assistant principals, coordinators, and supervisors employed by the Board (whether or not assigned to a public school building). The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined.

1.120 Duration of Recognition

The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

1.200 Payment of Dues

Upon voluntary written authorization from the teacher, the Board agrees to deduct the regular, periodic, uniform dues of the Y.E.A. Unit, including the Washtenaw County Education Association (W.C.E.A.), the Michigan Education Association (M.E.A.), and the National Education Association (N.E.A.) dues, from the teacher's regular salary in accordance with the following:

1.210 Individual authorization forms furnished by the Y.E.A. Unit shall be provided by the Personnel Office to each newly hired teacher, each teacher returning from leave and any teacher requesting said form. The completed form shall be returned to the Personnel Office no later than the first Friday in October unless the teacher began work or returned from leave after the first week of school. Such teachers shall return their dues authorization forms to the Personnel Office no later than twenty (20) work days after their date of hire or return from leave.

1.220 The authorization, once filed with the Business Office, shall continue in effect from year to year unless revoked in writing between June 1st and September 1st of a given year.

1.230 The right to refund to teachers monies deducted from their salaries under such authorizations shall lie solely with the Y.E.A. Unit. The Y.E.A. Unit agrees to reimburse any teacher for the amount of any dues deduction made by the Board and paid to the Y.E.A. Unit, which deduction is in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deduction.

211.211 The Unit will, prior to the beginning of each school year, give written notification to the Business Office of the amount of its authorized dues, and those authorized by the W.C.E.A., M.E.A., and N.E.A. which are to be deducted in that school year under such authorizations. The amounts of the deductions for such dues are not subject to change during that entire school year.

1.250 The dues shall be deducted in equal installments from twenty-one pays starting with the first pay of the contract year. In the event a problem arises with the application of this agreement, the parties shall confer and agree to an adjusted schedule.

1.300 Representation Fees

It is recognized that because of religious conviction or other reasons, some teacher may object to joining any organization engaged in collective bargaining. At the same time, it is recognized that proper negotiation and administration of collective bargaining agreements entail expense to the Unit. To this end, all teachers as a condition of employment, shall either:

- 1.310 Elect to join the Unit and pay periodic dues (Y.E.A., W.C.E.A., M.E.A., N.E.A.) by authorizing the deduction of such amounts from his/her salary, or
- 1.320 Pay a service fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee, or
- 1.330 In the event that the bargaining unit member shall not pay such service fee directly to the Association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.
- 1.340 In any case in which a teacher contests the deduction of the service fee under the provisions of this Article, and it is necessary that the Board engage legal counsel, the Association agrees to pay any expenses, including actual attorney's fees incurred by the Board, as well as any and all damages and judgments that may result from such action. It is understood that the Association shall have the authority to select the legal counsel for any action arising from Section 1.330.
- 1.350 Teachers who elect to pay a representation fee in lieu of joining the Y.E.A. Unit and the Association shall be afforded the same representation rights as are extended to Y.E.A. Unit members, except the right to vote in Y.E.A., W.C.E.A., M.E.A., or N.E.A. elections, to hold office in the Y.E.A., W.C.E.A., M.E.A., or N.E.A. and to receive liability insurance coverage through the M.E.A./N.E.A.

1.400 Applicability of Sections 1.200 and 1.300

It is agreed that the provisions of Sections 1.200 and 1.300 apply only so long as the collective bargaining agent remains the Washtenaw County Education Association and it continues to remain unaffiliated with any other labor organization other than its present affiliates and/or does not merge with any other labor organization

1.500 Definition of "Board"

The term "Board" when used hereinafter in this Agreement shall refer to the Board of Education acting as a body or to its agents or employees acting within the scope of their authority.

2.000 ASSOCIATION AND TEACHER RIGHTS

2.100 Public Employment Relations Act

The provisions of this Agreement represent the wages, hours and terms and conditions of employment negotiated between the Board and the Association pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended.

2.200 Association Rights

2.210 Use of School Buildings

The Association and its members shall have the right without charge to use those school buildings and facilities at reasonable hours outside of regular school hours for meetings providing that arrangements are made beforehand with the building principal or appropriate administrator and such use does not interfere with the regular school or scheduled school activities. No teacher shall be prevented from wearing Association/Unit membership insignia, pins or other identification appropriate for normal wear.

Faculty bulletin boards and other established media of communication shall be made available to the Association for official Association business providing such communications are appropriately identified.

2.220 Knowledge of District Financial Resources

The Board agrees to make available to the Association in response to reasonable written requests to the Superintendent public information concerning the financial resources of the district and such other available information as required by law in order for the Association to administer this Agreement or engage in collective bargaining for a new Agreement, together with information which may be necessary for the Association to process a grievance, excluding confidential information in personnel files. The Board also agrees to furnish the Association a copy of the minutes of Board meetings.

2.230 Board Packet

The Board shall provide to the Association a complete copy of the agenda and the non-confidential agenda materials (reports, communications, minutes) in a timely manner before each public Board of Education meeting. In addition, the Board will provide the Association with copies of any additional non-confidential documents that are distributed to the Board by the Administration or the public for discussion at a public meeting.

2.240 Meeting Time

One monthly meeting period shall be set aside for use as determined by the Unit.

2.250 Association Representation

When teacher representation is requested on district committees, the Y.E.A. President may provide additional representatives. The Board shall inform the Association of existing committees and shall notify the Y.E.A. President prior to the formation of any new committee(s). The Y.E.A. President shall be informed of all meeting dates.

The YEA shall have a representative on each hiring committee as appointed by administration for all YEA positions.

2.300 Teacher Rights

2.310 Every teacher shall be entitled to rights of citizenship, and no religious or political activities or lack thereof by any teacher outside of school hours shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher.

2.320 No teacher shall be reprimanded, disciplined, suspended or reduced in compensation without just cause.

2.330 Non-discrimination

The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, sex, age, handicap, height, weight, or marital status. The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, handicap, height, weight, or national origin and to seek to achieve full equality of educational opportunity for all pupils.

Any decision of either the Michigan Department of Civil Rights or the Equal Employment Opportunities Commission regarding any claim concerning this provision will supersede any determination regarding a grievance at any step of the grievance procedure

2.340 The Board of Education believes that a staff member should be able to work in an environment free of threatening speech or actions. This would include, but not be limited to, intentional conduct focused on an individual or group of individuals for an unlawful or improper purpose, conduct that is sufficiently outrageous, degrading or demeaning, retaliatory or harassing as to create a hostile, offensive, or intimidating environment.

Article 3.000 TEACHER RESPONSIBILITIES

3.100 Support of Board Policies

The Board's authority and policies are undermined when students discover that there is insufficient support of the Board by the teachers. Therefore, a teacher shall in no way attempt to degrade the school district or his/her role in the district in the eyes of the students.

3.200 Continuing Education

Rapid and significant changes are taking place in all fields of learning involving subject content, the behavioral sciences, the use of technology as an educational tool, and the psychology of teaching and methods of learning. Teachers employed in the school system shall keep abreast of changes both in areas of specialty and in general areas of behavioral sciences.

3.210 Full-time teachers shall be required to participate in a minimum of seven and one half (7 1/2) clock hours of in-service or formal professional improvement activities in each year of this Agreement. Part-time teachers shall be required to complete a pro rata share of the seven and one half (7 1/2) clock hours of in-service or formal professional improvement activities.

A teacher hired after the beginning of the first semester shall be required to complete the full seven and one half (7 1/2) clock hour obligation only if acquiring two semesters of seniority or three and three quarters (3 3/4) clock hours if acquiring one semester of seniority.

A teacher not acquiring a semester of seniority shall not be required to complete any in-service or formal professional improvement activities by virtue of this Section.

Such in-service or formal professional improvement activities shall be completed by May 1 of each year and hours of in-service or formal professional improvement activities performed after May 1 shall count toward satisfaction of this requirement in the following year.

3.220 The Board shall provide teachers with copies of the "Report of Professional Improvement Activities" form on which to record their in-service or other professional improvement activities. This form is to be returned to the teacher's evaluating administrator during the first ten (10) days of May. Additional copies of the form will be available in the Personnel Office.

3.230 Given the district's commitment to the increasing use of educational technology in instruction and other programs across the district, teachers are encouraged to pursue computer/technology training to assist them in gaining computer proficiency and learning techniques to incorporate educational technology in the classroom. However, the choice of the activity used to fulfill the professional development requirement shall remain the right of the individual teacher.

All in-service or professional improvement activities associated with teaching responsibilities, an individual's job assignment or with preparation for assumption of a different educational position shall be counted toward fulfillment of this requirement, including by way of illustration but not limited to the following:

- (a) College courses.
- (b) Professional conferences, seminars, training sessions or workshops.
- (c) District or building committee work.
- (d) District or building in-service or workshops.

- (e) Substance abuse training or core team work.
- (f) Board created committees to develop or implement district policy recommendations.
- (g) District or building committees, including sixth grade camp committees, involved in curriculum development or development or selection of textbooks or teaching materials.
- (h) Presenting at a professional conference, in-service, seminar, clinic, or workshop.
- (i) Professional projects or activities, including development of curriculum materials and observations of other programs or teachers, as mutually agreed upon in advance by the teacher and his/her evaluating administrator.

In no event shall in-service or professional development activities count toward the fulfillment of this requirement if:

- (a) The activity is a District-wide or building in-service which takes place during the teacher's normal workday; or,
- (b) The teacher is paid a stipend by the District for time devoted thereto.

3.231 As an incentive for teachers to pursue advanced technology training to improve their computer proficiency and usage as a teaching and management tool in the classroom, the Board will reimburse up to \$300 of tuition for such training according to the following provisions:

- (a) Selected courses are undergraduate or graduate level and provided by a recognized college or university that is accredited by the National Council for Accreditation of Teachers and/or the North Central Association of Colleges and Schools, and/or
- (b) The selected course(s) is approved in advance by the Office of Academic Services, and
- (c) The teacher attains a passing grade or certificate of completion, and submit same to Office of Human Resources upon successful completion.
- (d) Subject to the availability of funds in each year.

3.232 To encourage teachers to pursue National Teacher Certification, the Board will pay the costs, not to exceed \$2,000, associated with the qualifying examination. Half of the cost will be paid upon registration. The remainder shall be paid upon attainment of the National Teacher Certification.

Furthermore, before beginning the NTC program, the teacher shall enter into a contract wherein the teacher agrees to continue active service with the District for at least two (2) consecutive years after attainment of the National Teacher Certificate. A teacher who fails to return to the employ of the District upon receipt of the above certificate shall repay the District the full amount paid to the teacher towards the NTC registration. A teacher who leaves the employ of the District after one (1) year shall repay the District 1/2 the amount.

3.300 Providing Services

Teachers, in signing contracts with the Board of Education, agree to perform the professional services designated by the Board and its administrative staff. Teachers agree to make their services available to all pupils assigned to them, taking into account the needs of individual pupils, their abilities, experiences, performances, and goals. The Board reserves the right to assign teachers to positions within the school system commensurate with their qualifications. The assignment of teachers to positions that are not commensurate with their qualifications shall be made only on a voluntary basis, and we agree that teachers with a duty period will not be assigned routine clerical and custodial tasks.

3.400 Annual Committee Selection

The Association and the School District of Ypsilanti agree that each Y.E.A. member will choose the committee(s) for which he/she wants to volunteer. The Curriculum Department will send a list of active committees to the principal of each building early in the school year. Teachers have a right to sign up or not sign up for committee work at this time. If a teacher does volunteer, it is to be considered a year long commitment. If a member or a group of members decide to drop off committees at the beginning of the following school year, it should in no way be considered a job action.

3.500 Dismissal and Termination of Employment by Teacher

3.510 Dismissal

The Board reserves the right to dismiss a teacher who is not performing adequately or whose morals, ethics or emotions are such as to be detrimental to the best interests of children. A tenure teacher who has been dismissed or whose contract is not being renewed may follow the provisions of the Michigan Teachers' Tenure Act.

3.520 Termination of Employment by Teacher

All teachers agree to notify the Board at least sixty (60) days before September 1st of the ensuing school year of their intent to terminate employment with the district. This is consistent with MCL 38.111; MSA 15.2011 of the Michigan Teacher and Tenure Act.

3.600 Filing of Certificate, Transcripts and Individual Teacher Contract

Each teacher shall file his/her Michigan Teaching Certificate with the Superintendent of Schools (Personnel Office) as required by the School Code.

Each new teacher must file with the Superintendent of Schools (Personnel Office), in addition to a valid Michigan Teaching Certificate, an up-to-date official transcript of credits or a dated copy of a letter requesting that such transcript be forwarded directly to the Personnel Office.

Each teacher shall sign and file his/her individual contract with the Superintendent of schools (Personnel Office) by October 1st of each school year.

Failure to file a certificate, transcript, or letter as required above or failure to file an individual teacher contract as required above may result in withholding pay until such filing has been completed.

3.700 Physical Examination and Health Screening Test

In order to provide continuing health protection for students and other school personnel, it shall be the policy of the Ypsilanti Public Schools that:

3.710 Initial employment

Upon initial employment, each teacher shall provide by certification of his/her private physician evidence of such state of health that he/she is able to attend to his/her assigned duties without undue absence during the ensuing year.

3.720 Health Screening

If a new health screening test should be mandated by the State, each teacher shall comply and cause to have on file with the Personnel Office evidence of freedom from the illness in question by the first Friday in October.

The Board will take reasonably calculated steps to notify teachers in August or September if a new test will be required either by postings or individual notices. The board will also schedule clinic hours to provide teachers with a reasonable opportunity to have the test performed free of charge on one or more days at the beginning of the school year on or after the first regular teacher work day.

Teachers who cannot obtain the screening test at a clinic offered by the Board are responsible for providing suitable evidence of freedom from the illness in question. The Board will reimburse the teacher at the reasonable and customary rate for the privately obtained test.

3.800 Teacher Absence

3.810 Call-in Procedure

Any teacher unable to report for work shall notify the district teacher absence number as early as possible, but not later than one (1) hour before reporting time, indicating the length of time he/she expects to be absent. The teacher shall also call the district teacher absence number before 2:00 p.m. on the day before he/she will return to work, provided that such information has not been given on the initial call. Without such a call, it will be assumed that the teacher does not plan to return, and the substitute will be retained for the following day.

If the teacher does not make a call and both the teacher and the substitute report for work, one-half of the substitute's daily rate may be deducted from said teacher's salary if there is no other assignment available for the substitute.

3.820 Contents of Substitute Folder

A teacher, in recognition of the need for continuation of regular class activities during his/her absence, agrees to provide a folder to be filed for use by a substitute teacher. The location of the file shall be reported to the principal. The substitute folder shall contain:

1. Seating chart or attendance list, if a seating chart is not required.
2. Special daily activities of the class.
3. Adequate written lesson plans.
4. Daily time schedule, including special notation of preparation and lunch period.
5. Location of necessary materials to carry out the program for the day.
6. Room location of each class assignment.
7. Emergency procedures as provided by the administration.

3.830 Planning for Extended Absence

When a substitute is required for an extended period of time (one week or more), the responsibility for unit lesson plans continues to rest with the classroom teacher if at all possible, while daily lesson plans will be worked out among the classroom teacher, substitute and principal. The principal shall require the substitute to carry out the lesson plans. Complaints concerning the performance of the substitute teacher shall be brought to the attention of the principal. The principal shall require the substitute to report whether the classroom teacher has provided adequate lesson plans.

3.900 Supervision of Student Conduct

Teachers agree to assist the administration in the supervision of student conduct and behavior in the classrooms, hallways, lunchrooms, school grounds, and school premises, subject to Section 5.200.

4.000 PROFESSIONAL COMPENSATION

4.100 Salaries

- 4.110 The salaries of teachers covered by this Agreement are set forth in Article 26.000 which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- 4.120 The salary schedule is based on a school year of not less than 175 contract days. A teacher's daily salary is to be determined by dividing his/her basic salary by 175.
- 4.130 The calendar will provide for not less than 175 teacher work days and 170 days of instruction..

4.200 Discontinuance of Regular Classes

- 4.210 In any situation (such as severe weather, heating plant failure, etc.) when, in the opinion of the Superintendent of Schools, it is necessary to discontinue regular classes for pupils in any school or in the entire District, information will be provided through WAAM and WEMU radio stations approximately sixty (60) minutes before reporting time.
- 4.220 When classes in less than the entire district are temporarily canceled, teachers will be subject to assignment or reassignment by the Superintendent or the principal, or his/her designated representative.

4.300 Payroll Deductions

The Board shall continue to make voluntary payroll deductions from a teacher's salary upon written authorization from the teacher. No changes in deductions will be made except for good cause and with the approval of the Superintendent or his/her designated representative. Said deduction shall be spread as nearly equally as possible over all pay periods provided the amount in question is in excess of ten (\$10.00) dollars.

4.400 Salaries for New, Changed and Combined Positions

When a new position is created or an existing position is changed or combined with another position, either of which cannot be properly placed on the salary schedule, the Board will notify and consult with the Association in advance of establishing a salary for such position.

4.500 Credit for Prior Experience

The Board shall continue the practice of granting credit for previous experience to newly hired teachers and shall have the authority to employ a teacher at any step of the salary schedule. However, in normal circumstances experience credit shall not exceed a total of six (6) years including (a) no more than three (3) years for previous military service; (b) no more than six (6) years for non-professional employment experience; and (c) no more credit for professional experience than has actually been gained in a professional position.

In unusual circumstances when, in the opinion of the Board, the interests of the District require, a teacher may be granted experience credit in excess of six (6) years. Once a teacher accepts employment

with the District the teacher waives any claim for additional credit for previous experience not granted at the time of employment and no matter concerning the granting of credit for previous experience shall be subject to the grievance process or arbitration.

In any case where a teacher has been granted more than six (6) years experience credit, the Board shall inform the Association in writing of the circumstances which resulted in the granting of such credit.

4.600 Experience Credit After Initial Hiring

In the exceptional circumstances where a teacher is transferred to a position for which he/she has previous work-related experience, the teacher may, if desired, pursue the following procedure. If the teacher did not receive credit on the salary schedule for that experience at the time of initial hire, said teacher may request a review of that experience to determine whether experience credit without retroactivity will be granted at the time of transfer. It is understood that the Board agrees to review such experience at the time of transfer for any teacher whose current placement on the salary schedule is below the top step; however, the decision whether or not to grant additional credit for work-related experience shall rest solely with the Board and shall not be subject to the grievance procedure or arbitration.

4.700 Salary Schedule

4.710 Salary Scale Placement

Placement on the salary schedule shall be in accordance with the following:

1. Hours indicated on the schedule are semester hours at an accredited degree granting institution including community colleges. Term hours are to be converted on an appropriate weighted basis.
2. Placement on the BA+35 scale requires 35 hours of college level credit earned after the award of the Bachelor's degree.
3. Placement on the MA scale requires the attainment of a Master's degree from an accredited degree granting institution.
4. Placement on the MA+30 scale requires the attainment of: (a) a Master's degree including at least 60 hours of graduate level work; or (b) 30 hours of graduate level work in addition to those counted toward the Master's degree whether earned before or after the award of the Master's degree; or (c) two Master's degrees; or (d) a Master's degree including more than 30 semester hours and additional graduate hours whether earned before or after the award of the Master's degree to reach a total of 60 graduate hours.
5. Placement on the MA+45 scale requires at least 15 hours of graduate level work after satisfaction of the requirements for placement on the MA+30 scale.
6. Placement on the Doctorate scale requires the attainment of an earned doctorate degree.
7. Undergraduate credit hours will be counted for purposes of placement on the MA+30 and MA+45 scales if they are (a) earned as part of a program leading to additional certification and/or continuing certification; or (b) relevant to the curricular or professional duties of the employee or a position of increased professional responsibility within the school district; or, (c) courses which the Superintendent or designee accepts as being potentially beneficial to the district.
8. The Board may require satisfactory documentation of the above conditions.

9. Application for placement on a higher salary scale with appropriate evidence of completion of the requirements must be received by the Personnel Office within the first 20 work days of a semester to be effective for that semester.

4.720 Step Placement

Teachers will be advanced one full step between school years provided a minimum of one semester of seniority is earned in the most recently employed school year.

4.800 Pay Schedule

Any teacher may elect to receive his/her pay on a twenty-one (21) pay or twenty-six (26) pay period basis. Any change from the pay mode of the previous year must be requested in writing and addressed to the Personnel Office on or before the second Friday of the current school year.

4.900 Compensable Duties — Schedule A

A separate yearly rider shall be given to each teacher covering assigned compensable duties as set forth in Schedule A. All riders must be signed and returned to the Personnel Office before the teacher performs the compensable duty in question. There will be no obligation to pay any teacher who does not have a signed rider.

5.000 TEACHING HOURS

5.100 Teaching Hours

A teacher's normal teaching hours shall be as follows:

5.110 Duty time, including such things as student instruction, student evaluation, student supervision, preparation, planning, conferences and lunch, shall not exceed seven (7) hours and twenty (20) minutes per day, including lunch time. Exceptions to the seven (7) hour twenty (20) minute day may be made due to faculty meetings and by the building principal for good cause.

5.120 On Fridays and days preceding holidays and vacations a teacher shall be permitted to leave following the dismissal of school as soon as the building is reasonably clear of students, providing he/she has not been specifically requested to remain by his/her principal or by the superintendent.

Furthermore, elementary teachers shall be permitted to arrive twenty minutes later than their normally scheduled arrival time on Fridays and days preceding holidays and vacations. If the configuration of the elementary teacher or student day changes, this subsection shall be subject to renegotiation.

5.130 Any change in either the teacher work day or the placement of the student contact day within the teacher work day from the preceding year's schedule shall be negotiated with the Association before it is implemented.

5.140 At the beginning of the school year or during the year at the time a change takes place, the Board shall inform the Association of the schedule of any teacher whose regular daily time schedule differs from that of other teachers in the same building or program by virtue of its configuration or its starting and ending times. This notification shall take place every year for every such teacher even if an individual teacher is continuing to work the same schedule as the year before.

5.150 The salary of any teacher who agrees to teach a schedule which exceeds seven hours and twenty minutes or whose contact time exceeds established norms will be negotiated with the Association (acting on behalf of the teacher) before the teacher begins teaching such a schedule, or, in the event the teacher is already teaching such a schedule, as soon as reasonably possible. No teacher shall be required to accept a position greater than 100%.

5.200 Noon Supervision

An elementary teacher will not be assigned to noon supervision in any form during his/her designated lunch time. In the secondary schools, a teacher may be assigned noon supervision so long as compensatory lunch time (between the hours of approximately 10:30 a.m. to 1:30 p.m.) is made available to such teacher.

5.300 Preparation-Planning-Conference Time

5.310 Secondary

Secondary teachers will be scheduled for a planning-preparation-conference period each day equal to the normal class period, but not to exceed sixty (60) minutes. However, it is understood that this period is subject to the total school program and, as a result, such things as assemblies, shortened daily schedules, field trips, in-service education, faculty meetings, etc., may, from time to time, be substituted in its place. It is understood that secondary non-classroom teachers do not have a scheduled preparation time as such, but rather whatever time is necessary for preparation, planning and conference time is worked into their regular day's activities.

All middle school teachers who teach under the Middle School Concept, will be scheduled for a planning-preparation-conference period each day equal to one “chunk” of time in daily schedule. However, it is understood that this “chunk” is subject to the total school program and, as a result, such things as assemblies, shortened daily schedules, field trips, in-service education, faculty meetings, etc., may, from time to time, be substituted in its place.

5.320 Secondary In-service

In the event that teachers, in any secondary school, are assigned to a common planning-preparation-conference time, any change in the normal school schedule which results in the pre-empting of the teacher’s planning-preparation-conference time without compensatory release time from students, shall be limited to three (3) times per semester.

5.330 Elementary

Elementary teachers shall have a 30 minute lunch. In addition, a scheduled block with a minimum of 25 minutes per day and an average of 250 minutes per week shall be provided for professional planning during the student day. A scheduled block of at least 25 minutes within the student day constitutes a planning period. It is understood that this time is subject to the total school program and, as a result, such things as assemblies, shortened daily schedules, field trips, in-services, evaluations and/or faculty meetings, on rare occasions, may be substituted in its place.

All non-classroom and itinerant teachers shall be scheduled in such a way as to be guaranteed each day at least a thirty (30) minute duty-free lunch period and at least a thirty (30) minute planning-preparation-conference period in addition to adequate time to travel between buildings without infringing upon either of the preceding periods.

The Board and the Association believe that the elementary school curriculum should include a full schedule of special classes. In order to provide elementary and kindergarten teachers, including all-day kindergarten teachers, with the maximum opportunity for conference, planning and preparation time, the Board will make a good faith effort to provide qualified substitutes capable of carrying out the particular activity whenever music, physical education, media, or art teachers are absent. While not required, a full schedule would ideally consist of at least:

- 50 minutes/week of physical education,
- 50 minutes/week of vocal music,
- 50 minutes/week of media, and
- 50 minutes/week of art.

5.340 Retention Preparation Conference

Any elementary teacher who is implementing the District’s retention policy may request in writing from the building principal release time from his/her regular duties to meet and confer with the student’s parents, if this meeting cannot take place during the regular time for planning and conferences. Pursuant to this request, the building principal may grant release time.

5.400 Duties Beyond the School Day

Teachers recognize that their responsibilities to their students and their profession require the performance of duties that involve expenditure of time beyond that of the regular work day. Among these responsibilities and duties which teachers agree to assume are the following:

5.410 Planning

Prepare both long-range and daily written plans for effective teaching.

5.420 Test Correction

Correct student written work, including examinations. Teachers will not be required to hand-score district-wide norm referenced tests designed to be machine-scored.

5.430 Faculty Meetings

Principals shall call no more than two (2) faculty meetings per month except those emergency situations that may occur. A faculty meeting is any meeting where all staff are scheduled to attend to discuss schedule of events, operations issues or emergency situations. It is understood that faculty meetings will not normally extend beyond one (1) hour fifteen (15) minutes after the normal teacher contact day.

5.440 Evening Functions

Attend two (2) meeting functions per school year where the public is invited, such as an open house. This excludes designated compensable events, parent conferences when compensatory time off is arranged during the day, and program responsibilities of music, art, and physical education teachers.

Attendance at evening functions beyond two (2) per year is entirely voluntary. In order to facilitate attendance at additional evening functions by those teachers who wish to do so, administrators involved will make every effort to provide teachers with the earliest possible notification of the dates and times of such events.

5.500 Teaching Additional Classes

5.510 During Preparation Time

Any teacher who agrees to, or who must, due to an emergency situation, assume teaching duty in lieu of his/her planning-preparation-conference time or within the regular school program beyond his/her contractual instructional day, shall be paid at the hourly rate for teachers as determined by Schedule A of this Agreement. This section shall apply to an elementary teacher in the exceptional situation of teaching his/her own class when a substitute for an art, music, physical education teacher or media specialist is not available.

5.520 In Lieu of Regular Assignment

A teacher who substitutes for another may request authorization from his/her administrator for additional hours at the Schedule A hourly rate as compensation for completing tasks which could not be accomplished during the time spent substituting.

5.600 Release Time for Negotiations and Arbitration Hearings

While it is the intent that negotiations and arbitration hearings be conducted outside of normal teaching hours, if a teacher is engaged in negotiations on behalf of the Association with the Board during the school day at a meeting scheduled by the Board, the teacher shall be released from teaching duties without loss of pay. If a teacher is representing the Association in an arbitration hearing with the Board during the school day, the teacher shall be released from teaching duties without loss of pay.

5.700 Marking Periods

Elementary marking periods should be of uniform length so far as reasonably possible. Secondary marking periods may differ in length from elementary marking periods but should also be of uniform length so far as reasonably possible. Any change in the number of weeks in marking periods will be discussed with the Y.E.A. President before implementation.

5.800 Rescheduling of Exams and Teacher Workday

Students and staff shall be notified of the procedure for rescheduling exams which have been disrupted by snow days or other catastrophes. Such notification shall take place when the exam schedule for each semester is posted.

The procedure shall be as follows:

Any time the secondary exam schedule is interrupted by school closing, exams will resume on the next day school is in session according to the exam schedule of the first day school was canceled. Exams will continue following the sequence of the previously posted schedule.

The teacher workday will be rescheduled so as to give teachers time to complete duties normally accomplished during that time. With prior agreement of the Association the teacher workday may be changed from a full day to two half days and/or may be relocated from its position following the last day of exams.

If a snow day occurs on the scheduled teacher workday, the Board shall, with the agreement of the Association, schedule two half days of release time for teachers to complete duties normally accomplished on the teacher workday preceding the turning in of report cards.

5.900 School Improvement

School improvement is a joint planning and problem-solving process per Act No. 25, Public Acts of 1990, Section 1277 (1).

The School Improvement process is designed to address a school improvement process for each school within the school district. It is not designed to address wages/salary, fringe benefits such as health insurance and other insurances, or matters established in the Public Employee Relations Act or the Teacher Tenure Act.

Participation in the development of the School Improvement Plan shall be voluntary and open to all building staff. The plan shall not be implemented until there has been a review process which affords the opportunity for building staff members to express concerns regarding the plan. It is understood, however, that all bargaining unit members shall participate in the School Improvement Plan once it has been implemented.

The parties to this Agreement, in recognition of the important part that school improvement plays in the continued success of the District's educational program, agree to provide, annually, ongoing training opportunities for bargaining unit members.

6.000 TEACHING LOAD AND ASSIGNMENTS

6.100 Normal Teaching Loads

The normal daily scheduled teaching loads for regular full-time classroom teachers shall be as follows:

6.110 Secondary Schools

6.111 In all schools employing the six (6) period schedule, teachers should be assigned not more than five (5) classes. Study halls and/or assigned duty in place of a class period (such as student monitoring, building supervision, etc.) will be considered a class.

6.112 In schools employing the seven (7) period schedule, teachers should be assigned not more than six (6) classes. Study halls and/or assigned duty in place of a class period (such as student monitoring, building supervision, etc.) will be considered a class.

6.113 In all schools where there are no period schedules, teachers shall be assigned the minimum number of minutes of classroom instruction, supervised study, and/or transit time between classes required by state law. This limitation shall also apply to Sections 6.111 and 6.112 above.

6.120 For the 2006-2007 school years, the following number of minutes shall apply:

Perry Child Development Center	398 minutes
Elementary Schools Grades 1-5	392 minutes
Middle Schools	392 minutes
Ypsilanti High School	392 minutes

6.130 Lunch Periods

Full-time secondary teachers shall be scheduled for a lunch period of not less than twenty-five (25) minutes. Full-time elementary teachers shall be scheduled for a lunch period of not less than thirty (30) minutes, excluding passing time to and from the lunch area.

6.140 Changes in Teaching Load

It is understood that the above provisions are subject to modification or change to accommodate changing circumstances of new programs upon negotiations initiated by the Board. In the event of any disagreement between the Board and the Association as to the matter and desirability of modifying or changing the above standards, the matter may be processed through the Grievance Procedure.

6.150 Leaving Building During Planning Time

A teacher may leave his/her building during his/her planning-preparation-conference time up to five (5) times per semester after notifying the building administrator. Beyond five (5) times per semester the teacher shall first obtain permission from the building administrator. The following Y.E.A. officers shall be exempt from this limitation: President (Unit Director), 1st Vice-President, 2nd Vice-President, Treasurer, Secretary, immediate past President (Unit Director), and grievance chairperson.

6.200 Requirements for Initial Employment

The minimum requirement for initial employment within the bargaining unit is a Bachelor's degree from an accredited college or university and appropriate licensure or professional registration. Additionally, persons with instructional responsibilities must have the appropriate certificate, authorization or permit from the Michigan Department of Education. Exceptions to the degree requirement (e.g. vocational teacher, two (2) year registered nurse) shall be allowed provided the Association is notified at least five (5) days prior to the date of hiring.

6.300 Changes in Teaching Assignment

Teachers, other than newly appointed, who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary schools will be notified by their principals at least three (3) weeks prior to the beginning of the semester, where possible. Efforts will be made to avoid assigning probationary elementary school teachers to different grade levels unless the teacher requests such change. Tentative teaching assignments for the next year will be given to each teacher in writing no later than June 1st of each year.

6.400 Student Teachers

The Board and the Association mutually recognize that the education of the children of the Ypsilanti Public Schools is their primary responsibility. The Board and the Association further recognize that they also have the responsibility to assist in the training of future teachers. The Board, therefore, agrees to the following practices as regards student or practice teachers:

- 6.410 No teacher shall be assigned a student teacher or pre-student teacher against his/her wishes.
- 6.420 Teachers with less than three (3) years experience may not be assigned a student teacher but may request assignment of pre-student teachers.
- 6.430 A critic (cooperating, supervising) teacher shall have the right to reject at any time any student teacher or pre-student teacher assigned to him/her with whom he/she feels he/she cannot work effectively.
- 6.440 Critic teachers shall be limited in the supervision of student teachers as follows:
 - 6.441 No more than a total of eight (8) student teaching credit hours per university semester shall be assigned any critic teacher.
 - 6.442 Only one (1) student teacher shall be assigned to a critic teacher for a particular class period or clock hour.
 - 6.443 Critic teachers may have two (2) student teachers per semester if assigned for four (4) credit hours or less, each, and for different time segments.

6.500 Summer School and Driver Education

While it is understood that the provisions of this Agreement do not apply to summer school and the summer school driver education program, it shall be the policy of the Board to fill summer school and driver education teacher positions first with qualified members of the bargaining unit. In filling such positions first consideration will be granted to teachers who have tenure in Ypsilanti, who have taught in the area for which they request summer employment. Other consideration will be given to the teacher's area of competence and the quality of his/her teaching performance. It is specifically understood that previous summer employment shall not be construed to assure summer employment from year to year.

When possible, teachers accepted for summer school assignments shall be notified in writing two (2) weeks prior to the beginning of summer school.

6.600 Elementary Job Sharing

The Association and the Board agree that there shall be a job-sharing program as outlined in Appendix C. For purposes of layoff, recall, seniority, and leaves of absence job-sharing teachers shall be considered full-time.

7.000 TEACHING CONDITIONS

7.100 Class Size

7.110 Class Size Committee

The Board shall maintain acceptable class sizes. In keeping with this, the parties agree to maintain a Class Size Committee. The Class Size Committee shall consist of a minimum of three (3) representatives of the administration. Also, three (3) Association members will be appointed by the Y.E.A. President. The Class Size Committee shall meet no later than the state count date of each semester to examine class size. The Class Size Committee shall also review the class sizes of all elementary art, music, physical education and media/tech classes.

At any time a major reassignment of students occurs after the beginning of the semester and results in a class size that exceeds the maximum class size number, the Class Size Committee shall be convened within seven (7) calendar days of the final reassignment decision. The Administration shall notify the Association of any contemplated change.

7.120 Class Size

The district class sizes shall be established as the following maximum numbers of students per class:*

Kindergarten:	23 students
Early Elementary, Grades 1-3	30 students
Later Elementary, Grades 4-5	32 students
Middle School, Grades 6-8	32 students
High School, Grades 9-12	32 students
Physical Education	40 students

*Maximum numbers do not apply to performing arts, humanities, and special education classes.

7.130 Elementary Class Size

No regular elementary classroom shall have more than three (3) students more than any other classroom at the same grade level, excluding split level classrooms. If a regular elementary classroom exceeds the maximum class size by the State Count Date, the classroom teacher shall receive \$500.00 per semester for each additional student above the established maximum, provided the condition is not corrected within one week of the most recent State Count Date.

If at the beginning of the year, a split grade level class in an elementary school is established, it shall be smaller by two (2) than all other classes in the building at the grade levels involved. New students shall be added in such a manner as to maintain the smaller size of the split class. Split classes constituted after the first day of school shall be reviewed by the Class Size Committee in a special meeting, if necessary, upon their establishment. Teachers assigned to split classrooms shall receive a \$1,000.00 stipend.

Elementary principals will seek the recommendation of the art, music, media, physical education, and special education self-contained staff in the building at the beginning of the year regarding the placements of the self-contained special education students in art, music, media and physical education classes.

7.140 Secondary Class Size

The Board shall provide an equitable distribution of students enrolled in sections of the same class. If, by the State Count Date, any secondary classroom period exceeds the maximum class size, the classroom teacher shall receive \$100.00 for each additional student per semester, provided the condition is not corrected within one week of the most recent State Count Date.

7.150 The total number of students assigned to the Special Education Program staff and Special Education Services staff shall not exceed the number approved in the administration of Programs and Services Rules Book as approved by the State Board of Education and the State of Michigan. The administration will annually notify in writing the staff and the association President of program assignment.

7.160 Special Education Class Size Committee

The Board shall make a good faith effort to provide equitable distribution of those regular education students receiving teacher consultant services at the beginning of each school year. The number of mainstreamed self-contained special education students assigned to any regular education class shall not exceed four (4) per semester. At the elementary level, a student assigned for any portion of the day counts as one of the four.

Mainstreamed elementary special education students will be counted on a regular education class list as follows: A student who is mainstreamed into a regular education classroom for 50% or more of the student day will be counted on the regular education teacher's class list for class size purposes. Mainstreamed students will be evenly distributed among teachers at grade level (split classes will be included in this language).

At the secondary level, general education classes with full-time special education support staff assisting the regular classes are exempt.

The parties agree that by the thirteenth (13th) day of each semester two (2) representatives of the Administration shall meet with two (2) representatives of the Y.E.A. Unit appointed by the Y.E.A. President to examine the distribution of special education students throughout the district at the elementary level. A similarly constituted group shall meet by the thirteenth (13th) day of each semester to review the distribution of special education students at the secondary level.

7.200 Instructional Materials and Equipment

Recognizing that appropriate texts, library reference materials and facilities, maps and globes, laboratory equipment, audio-visual equipment, music equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires and similar materials and supplies are tools of the teaching profession, the Board agrees to continue to provide the above items within limits of available finances. In accepting the above equipment, teachers recognize their obligations and responsibilities for the proper care, use, and management of the materials and equipment.

7.300 Placement of Severely Impaired Special Education Students

Regular classroom teachers who have severely impaired special education students placed into their classroom shall receive: (1) assistance with and training in strategies necessary for educating those

students in regular education classes, (2) assistance with and training in strategies for using a teaching assistant appropriately, (3) training/in-service for the teaching assistant in strategies necessary for the successful integration of a severely impaired student, and (4) assistance in the development of instructional materials for use with individual students. Teachers who receive severely impaired special education students and do not wish assistance as defined in 1, 2, 3, and/or 4 above shall notify the principal of such in writing.

In case of inclusion of a severely impaired student, the student's teacher will be invited to any staffing meetings as well as the IEPC. If the student's teacher is not known, the teachers of the appropriate grade level at the elementary, or the case coordinator at the secondary level, will be invited to both the staffing and IEPC meetings. These meetings will consider the type of impairment, strategies for meeting the needs of the severely impaired student and types of student support services available to the general education teachers, including but not limited to aide assistance and reduction of class size.

Prior to the placement of a severely impaired student in a general education classroom, volunteers will be sought and consideration given by the building administrator and the special education administrator. If there is no volunteer, this responsibility should be rotated annually from teacher to teacher in a given grade.

Some inclusion situations require regular meetings with the Special Education Department, WISD, parents, etc. If the necessary meetings are more frequent than one per month, the teacher shall be paid the hourly wage for the extra meeting time.

The general education teacher should not be assigned administrative duties in regard to the classroom assistant. The classroom teacher's input should be requested but the assistant's evaluation should be prepared and presented by the building principal and/or Special Education Department administration. If an assistant needs to be formally or informally reprimanded, that responsibility should belong to the building principal or Special Education Department staff.

Any disputes as to whether an individual student should be defined as "severely impaired" shall be decided by the special education administrator.

In order to provide for a continuous and ongoing method of evaluation and reviewing the placement of inclusion students, a Least Restrictive Environment (LRE) committee shall be established. The committee shall be made up of four (4) appointed members (two (2) from the Association and two (2) from the Board), and shall meet at agreeable times but less frequently than once a month. Recommendations of the committee shall be forwarded to the director of special education.

7.400 Administration of Medication to Students

The administration of medication and/or medically prescribed treatments to a student during school hours will be permitted when failure to do so would jeopardize the health of the student and/or the ability for the student to benefit from his/her educational program. All medications to be administered during school hours must be registered in a log kept in the principal's office.

8.000 VACANCIES, TRANSFERS AND PROMOTIONS

8.100 Vacancies

For purposes of this Agreement, a vacancy shall be defined as any position within the bargaining unit presently unfilled, position(s) filled during the previous year on a temporary basis, and newly created positions.

Vacancies shall be filled according to the applicable procedures and criteria in Section 8.110.

It is recognized by the parties that all vacancies do not have to be posted and that in some cases the vacancy which is ultimately posted will not be the original position vacated by a bargaining unit member but the position that remains after appropriate voluntary and involuntary transfers have been effected.

It is further understood that teachers interested in a transfer at some time in the future should follow the procedure set forth in Section 8.220 of this Agreement in order to insure that they will be considered for future vacancies which may not be subject to posting.

For purposes of this article, "a newly created position" is one which has a job description different from that of any currently existing position filled by a bargaining unit member.

8.110 Filling of Vacancies

Vacancies occurring within the bargaining unit after the May staffing meeting shall be filled with the applicant having the greatest bargaining unit seniority, provided they meet the proper certification, N.C.L.B. requirements and qualifications as defined in Section 9.160.

8.120 Posting of Vacancies

Whenever a vacancy is posted, the following procedure shall be used. The Board shall publicize such vacancy by a posting in every building where teachers work, by notifying the Y.E.A. Unit President, posted on district-wide email, and by such other means as the Board shall deem desirable. No such opening shall be filled, except in the case of an emergency, until such opening shall have been posted for at least ten (10) teacher work days; provided, however, that any such vacancy which occurs between the end of the last teacher work day in a school year and the first teacher work day of the following school year shall be posted for at least fourteen (14) days in the Board office and a copy of the posting shall be sent to the Y.E.A. Unit President. Any teacher may apply in writing for said opening within the above time limit.

A vacancy that occurs after the beginning of the school year is not subject to the posting and hiring procedures above but may be filled on a temporary basis. If this vacancy is expected to continue for the following school year, it will be posted by June 1st of the current school year and filled in accordance with Section 8.110 and 8.120. By June 1st, or after the May staffing meeting, whichever is sooner, a list of potential vacancies for the upcoming school year will be sent to the Y.E.A. President.

8.200 Transfers

8.210 Definition

A transfer is defined as a move from one building to another. In addition, the following changes in assignment shall be transfers whether or not they involve a change in building:

- (a) at the secondary level, a change in teaching assignment resulting in three or more classes in a different department from the previous year;
- (b) any change to or from a non-classroom position;
- (c) any change to or from a district-wide support position;
- (d) any major change in special education teaching responsibilities or assignment;
- (e) any change effected as the result of a position having been posted.

8.220 Voluntary Transfer Requests: Normal Procedure

A teacher may request a transfer at any time. A request for a transfer shall be made in writing to the Executive Director of Human Resources. A request for a transfer shall be kept on file for a one-year period and may be renewed in writing each year by the teacher. Such a request will be considered for all pertinent vacancies whether or not they are posted, including vacancies posted.

Except for counseling, curriculum support, program facilitator, and any newly created positions (as defined in Section 8.100), a transfer may be effected without a posting provided that the teacher selected had a letter on file expressing interest in the position.

When filling vacancies by voluntary transfer after the May staffing meeting(s), applicants with the highest seniority, who have a request for transfer on file, shall have their transfer request granted provided they are certified and qualified in accordance with 9.160. Teachers on a corrective plan of action shall have their transfer granted at the discretion of the accepting principal. If two (2) or more teachers have equal seniority, the final selection will be made by the accepting principal. The Board and the bargaining unit shall jointly work to maintain equitable racial staffing in each building.

8.230 Involuntary Transfer, Level or Room Change

While the parties recognize that involuntary transfers, involuntary class level changes and involuntary classroom changes may be necessary for administrative purposes in order to meet instructional requirements and to provide a fair distribution of experienced and qualified teachers throughout the system, they also recognize the desirability of keeping such involuntary actions at a minimum.

In the event of a major programmatic change (including but not limited to building closing or partial closing, new building, movement of grade levels or programs to different locations, change in attendance zones) the resulting staffing changes shall be accomplished only after written notification to all teachers within the building seeking volunteers. Volunteers shall be placed in the position based on 9.160.

In the event no volunteer comes forward and/or in the opinion of the Board an involuntary transfer is necessary, selection for transfers shall be made by reverse seniority, in accordance with 9.160. The transferring member will receive notification in writing from the superintendent or his/her designee of the reason for the action.

8.240 Release Time or Compensation for Involuntary Transfer, Level or Room Change

When an involuntary transfer, involuntary class level change or involuntary classroom change takes place (as defined in 8.210), the teacher affected may file a request for compensation up to a maximum of 12 hours or for two (2) days of release time to prepare for the class. The dates for release time shall be pre-approved by the building administrator. It is understood that any release time or hourly compensation shall be granted.

In the case of an involuntary transfer of which the teacher is notified in the summer (transfer as defined in Section 8.210), the teacher may file a request for consideration for hourly compensation for the time spent to prepare for the class including moving of instructional materials, if applicable.

It is understood that any release time or hourly compensation shall be granted.

8.250 Any teacher who is involuntarily transferred will be given first option to return to his/her building or area of certification within two grade levels, when a vacancy occurs. (The teacher shall submit in writing the request to fill the posted position in this building or area of certification he/she was involuntarily transferred from, stating they are requesting to return from an involuntary transfer. Should more than one (1) Y.E.A. bargaining unit member request reassignment to a former position it will be filled by the unit member according to seniority and guidelines in section 9.160.) This movement will only be considered at the start of a school year, and those who reject their option to return give up any further rights under this section.

8.300 Promotions

The Board declares its support of a policy of making promotions from within its own teaching staff. Applications by teaching staff for promotions shall be encouraged and when received shall be given careful and attentive consideration.

8.310 Definition and Posting

For the purposes of this Article, a promotion shall mean a change to an administrative or supervisory position outside the bargaining unit. Whenever a promotional vacancy shall occur, the Board shall post such vacancy in the manner set forth in Section 8.120.

8.320 Making Promotions

In making promotions, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system and other relevant factors. The decision of the Board in making promotions shall, however, be final. Any person applying for a promotion may request a meeting with the Superintendent or his/her designee to discuss the matter.

9.000 LAYOFF, RECALL AND SENIORITY

9.100 Layoff

In the event a professional staff reduction becomes necessary due to Board-determined priorities based upon financial considerations, a decrease in student enrollment, or program reduction, the criteria and procedures set forth in this Article shall apply.

9.110 Notification to the Association

During the first week in May, the Executive Director of Human Resources shall arrange a meeting with the Y.E.A. President and report on the status of staffing plans including the prospects for layoffs, leave requests and returns, transfers, retirements, staff additions or reductions, and related information.

At least once every two weeks thereafter until staffing is established for the subsequent year, the Executive Director of Human Resources shall, at the request of the Y.E.A. President, meet with him/her and provide updated information on the aforementioned issues.

These meetings do not relieve the Board of its obligation to inform teachers of final staffing decisions.

At least one week prior to the Board acting on a recommendation for teacher layoff, the Superintendent will notify the Y.E.A. Unit of the possible layoff and of the probationary or tenure status of the teachers involved.

9.120 Reduction of Non-Certificated Teachers

Teachers not holding a Michigan Provisional, Permanent, Continuing, Life, or Professional Certificate will be laid off first.

This provision shall not apply to bargaining unit members whose positions do not require the possession of a Michigan teaching certificate.

9.130 Reduction of Probationary Teachers

If further reduction is still necessary, then probationary teachers with the smallest number of semesters of seniority, as defined in Section 9.400, in the school district will be laid off first, provided there are fully qualified, fully certified teachers to replace them and perform the needed duties of the laid-off teachers.

9.140 Reduction of Tenure Teachers

Tenure teachers will be laid off in accordance with the length of professional service. Tenure teachers with the smallest number of semesters of seniority, as defined in Section 9.400, will be laid off first, provided there are remaining fully qualified, fully certified teachers to replace them and perform all of their needed duties. The Board is not required to, but may in appropriate circumstances, involuntarily transfer a teacher to avoid the necessity of the layoff of another teacher.

9.150 Duration of Recall Rights of Tenure and Probationary Teachers

Laid-off teachers will retain recall rights to the extent permitted by law. The Board may, but is not required to, recall a teacher whose recall rights have expired.

9.160 Definition of Fully Qualified and Fully Certified

Fully qualified and fully certified teachers shall be defined in consideration of the following factors:

- a. Seniority;
- b. Certification
- c. Special certification when required by state law;
- d. Major or minor academic preparation in teaching assignment; and,
- e. Applicable North Central Association of Elementary, Middle and Secondary Schools Accreditation Rules 1983/84.

9.161 The District will assist laid-off teachers with placement in other school districts or positions in other fields. This assistance may include, at the teacher's request, employment counseling with the Executive Director of Human Resources.

9.162 The staffing process in the District shall be implemented according to the following procedure:

General Guidelines for Reduction of the Workforce

While the Board of Education has the right to determine staffing levels, ratios, number of positions, and distribution, the Board agrees to set a staffing meeting with the Y.E.A. each spring to discuss the actual staffing as set forth in the following procedures:

1. Reductions will take place, whenever possible, by reducing from the bottom of the seniority list the number of teachers actually being reduced by the Board.
2. Teachers affected by program and staffing reductions will be listed by building.
3. A determination will be made on openings and/or vacancies.
4. A determination will be made on whether there are teachers, fully qualified and certified, who can fill these vacancies.
 - A. Teachers who have been displaced and who are not among those identified in No. 1 above will be examined first.
 - B. Identify teachers who could fill openings and whose positions could be filled by those teachers whose position has been reduced.
 - C. Examine voluntary transfers to determine this impact on total staffing.
5. In implementing No. 1, if any teacher to be reduced (laid off) holds a position that cannot be filled by a higher seniority teacher, that teacher will be retained.
6. Verify that all teachers left on layoff are the least senior in their positions.
7. Involuntary transfers may be utilized to help reduce the lowest seniority employees.

After the staffing meeting has been completed the Executive Director of Human Resources or his designee will notify staff informally as soon as possible of staffing changes. Official notification will be made once the Board of Education acts on the reductions.

9.163 Each school year representatives of the Board and the Association will meet with staff most likely affected by potential reductions in staff. Teachers may develop a retraining plan that will meet qualification language and projected staffing needs. This written plan may be presented by staff for review and feedback from Administration as to the appropriateness of the plan. Copies of the plan will be sent to the Association. This provision should not be construed as a guarantee against layoff.

9.170 Bumping Rights of Laid-Off Teachers

Any teacher who has been laid off and is certified to teach in another position shall have the right to exercise his/her seniority to bump the least senior teacher in that position, except in the case where the teacher who would be bumped has a major or minor in any of the subject area(s) taught and the higher seniority teacher does not; provided, however, a probationary teacher may not bump a tenure teacher.

9.180 Board Obligations and Teacher Rights in Layoffs

It is understood that the Board's obligation to pay salary and fringe benefits pursuant to an individual teacher contract or this Agreement will cease if a teacher is laid off or terminated under this Article. A teacher laid off or terminated under this Article may continue health benefits (health, dental, vision) for a period of up to eighteen (18) months by paying the costs thereof in monthly installments in accordance with the Consolidated Omnibus Budget Reconciliation Act. In addition the teacher may continue life insurance for a period of six (6) months by paying the monthly premiums to the Board at the time of the layoff or termination.

9.200 Recall

When a vacancy as defined in Section 8.100 occurs, when the Board decides to increase professional staff or when an opening of shorter duration as defined in Section 9.300 occurs, the Board shall offer such vacancy or opening to the laid-off tenure teacher with the greatest seniority who is fully qualified and fully certified for the position, except as provided in Section 9.322.

9.210 Recall of Teachers of Equal Seniority

If it becomes necessary to choose between fully qualified and fully certified teachers of equal seniority as defined in Section 9.400, some of whom can be recalled but for some of whom positions are not available for recall, the Board shall select those to be recalled in accordance with the following procedures; provided, however, that no probationary teachers in the group under consideration will be recalled until all tenure teachers have been offered recall.

9.211 Philosophically, the Board and the Association remain committed to maintaining diversity in the district staff to the extent permitted by law.

9.220 Notification of Recall

Notification of recall shall be in writing by certified mail, return receipt requested, to the teacher's last known address. It is the responsibility of each laid-off teacher to keep the Board informed of his/her current address and telephone number.

9.230 Refusing Recall and Maintaining Rights to Future Recall

9.231 Contractual Obligations in Another School District or Commitment to a Course of Study

A tenure teacher who is under contract to another school district or committed to a course of study at a college or university at the time of recall shall be an exception to Section 9.240 below. Such a teacher shall retain recall rights after refusing recall, provided however, said teacher shall have responded to the notice of recall in writing, and shall have notified the Personnel Office within five (5) days of receipt of notification of recall of the contractual obligation to another school district or of the enrollment in a course of study at a college or university. After receipt of such notice, the Board may require documentation of the teacher's status.

9.232 Right to Recall to a Comparable Position

A tenure teacher who has been recalled to a position which is not comparable to the position from which he/she was laid off may refuse recall without losing any recall rights. "Comparable" shall be defined as equal in percentage of full-time contract.

The position of any tenure teacher who has accepted recall to a position which is not comparable to the one from which he/she was laid off shall be increased to a comparable position for the beginning of the following school year, if such a position is available. However, the Board may with the consent of the teacher, increase the percentage of the teacher's assignment during the year of recall.

A tenure teacher who is job-sharing at the time of or immediately preceding layoff shall be considered full-time (100%) for the purposes of this section.

9.240 Voluntary Quit: Failure to Accept Recall

If a teacher fails to accept an offer of recall within five (5) days of receipt of notification (except a recall pursuant to subsections 9.231, 9.232, or 9.322), the teacher shall be considered a voluntary quit and shall have no further rights of recall or reinstatement.

9.250 Failure to Respond to Recall Notice

If a laid-off teacher fails to respond to an offer of recall sent to his/her last known address within ten (10) days of the date mailed, or if a certified recall letter is returned as undeliverable, the Executive Director of Human Resources shall make a good faith effort to reach said teacher by phone, including calling in the evening hours. If such efforts do not result in a response from said teacher, he/she will be considered the least senior teacher for purposes of the current recall only. In the event of a future recall for which said teacher is fully qualified and fully certified, the teacher will have full recall rights and will be treated without prejudice.

9.260 Voluntary Quit: Abandonment

If a certified recall letter mailed to the teacher's last known address is returned as undeliverable, the teacher shall be considered a voluntary quit and shall have no further rights of recall or reinstatement; provided, however, before the Board can treat such teacher as a voluntary quit the Executive Director of Human Resources shall in addition to the requirements of Section 9.240 attempt to effect written notice through the teacher's last known employer, if any. Further, the teacher shall not be stricken from the recall list for a period of 30 days after notification to the Y.E.A. President.

9.270 Recall of Probationary Teachers

Probationary teachers have no recall rights. However, the Board may recall laid off probationary teachers at its discretion for up to 18 months after the notice of layoff in preference to posting and hiring.

9.300 Recall to Positions Lasting Less Than One Semester

9.310 Positions Lasting More Than Half of a Semester

When an opening which is expected to last more than half of a semester but less than a full semester occurs, the Board shall offer said vacancy to the laid-off tenure teacher with the greatest seniority who is fully qualified and fully certified for the position.

All procedures and outcomes of Section 9.200 shall apply to the filling of said opening.

9.320 Position Lasting Less Than Half of a Semester

9.321 Positions with Reasonable Assurance of Continued Employment in the Succeeding Year

In the case of a laid-off teacher who is recalled to an opening with less than a half of a semester remaining in the school year, if the Board gives reasonable assurance of continued employment in the succeeding school year at the time of recall, all procedures and outcomes of Section 9.200 shall apply. The filling of said positions for the succeeding year shall be subject to Section 8.100.

9.322 Positions for the Current Year Only

If in the case of recall to a position lasting less than a half of a semester, the Board is unable to give reasonable assurance of continued employment in the succeeding school year to a laid-off teacher, said teacher shall have the right to refuse recall and shall maintain rights in future recalls. Said teacher shall have no further rights to the position for which he/she refused recall.

Further, the Board shall have no obligation to recall a laid-off teacher for a vacancy of less than half of a semester with no reasonable assurance of continued employment in the succeeding year and may fill such a vacancy with a temporary or substitute employee subject to the provisions of Section 8.100.

9.400 Seniority

9.410 Definition and Measurement of Seniority

For the purpose of this Article, length of professional service in the district shall be measured in semester units from the last date of hire in a position within the unit in the district, including any district or operation annexed to or assumed by the district. A lottery will be held for teachers of equal seniority. Seniority is determined by the first day reporting to work after Board approval of the hiring. When a teacher does not work an entire semester, credit will be given for any semester in which employment in the position is for half or more of the semester. Time spent on layoff or unpaid leave of absence shall not be counted.

9.420 Measurement of Seniority for Part-time Teachers

Seniority for part-time teachers shall be pro-rated in the following manner: Teachers who work 50% or more of full-time shall receive full credit for each semester employed. Teachers who work less than 50% of full-time shall receive half credit for each semester employed.

9.430 Seniority of Administrators

Any administrator who is reassigned to a position in the Y.E.A. shall be granted full seniority under the following conditions:

9.431 Administrators in 1980-81 who were formerly Y.E.A. members, shall receive full seniority rights for the years in the district and pay no fee.

9.432 Administrators in 1980-81 who were never Y.E.A. members shall receive full seniority for all years in the district as administrators, a fee of \$100.00 per year to be paid by the Board.

9.433 Present Y.E.A. members who shall in the future become administrators and later return to the Y.E.A. shall receive full seniority for all years in the district. A fee of \$100.00 per year up to total of \$300.00 to be paid by the Board and \$100.00 per year for the remaining administrative years to be paid by the person returning to the Y.E.A.

9.434 Administrators who shall be hired from outside the district shall accrue no seniority in the Y.E.A. while an administrator.

All fees shall be paid to the Y.E.A. scholarship fund.

9.450 Seniority Lists

Twice a year on October 31 and March 31 the Board shall provide the Y.E.A. Unit with an updated seniority list reflecting the current seniority of bargaining unit members. Members shall be listed in descending order of seniority.

10.000 SICK LEAVE PAY

10.100 Yearly Sick Leave Days

All full time teachers who have less than fifteen (15) years of teaching experience in the District shall be allowed fifteen (15) days of sick leave for each school year during the term of this Agreement, without loss of pay. Teachers with fifteen (15) years or more of teaching experience will receive eighteen (18) days of sick leave for each school year during the term of this Agreement, without loss of pay. Teachers employed by the District after the opening day shall receive a prorated portion of the appropriate leave above.

10.200 Accumulation of Sick Leave Days

Sick leave days shall be accumulative from year to year, up to a total of 241 days. If a bargaining unit member has accumulated the contractually provided 241 days, they shall be credited with the additional 18 sick leave days at the beginning of the year but not allowed to accrue any days in excess of the agreed upon maximum accumulation at the end of each year. Any retiring member whose days exceed 241 shall have those days deposited into the sick bank upon retirement.

10.300 Salary Adjustment for Worker's Compensation

An employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act shall receive from the Board the difference between the allowances under the Act and his/her regular salary for a period of time that the funds from the individual's accumulated sick leave allowance will provide for the duration of such absence during the school year. If the same absence continues into the succeeding school year, the Board shall begin to pay said difference as provided above.

10.400 Sick Leave Other than Personal Illness

Leaves of absence with pay chargeable against the teacher's sick leave allowance shall also be granted to regular full-time teachers for the following reasons:

10.410 Critical or Emergency Long-Term Family Illness

Illness in the immediate family (parent, step-parent, brother, sister, spouse, child, step-child, mother-in-law, father-in-law, or member of the teacher's household) when the teacher is absent to attend to the family member or to make arrangements for necessary medical or nursing care, not to exceed twenty (20) work days per school year.

10.420 Short-term Family Illness

Short-term illness in the immediate family (parent, step-parent, brother, sister, spouse, child, step-child, mother-in-law, father-in-law, or member of the teacher's household) when the teacher is absent to attend to the family member on an occasional or short-term basis not to exceed three (3) consecutive work days. Absences exceeding three (3) consecutive work days are subject to the limitations in sub-section 10.410 from the first day of the absence.

10.430 Personal Business

Members of the bargaining unit shall have Personal Business Days available to them in accordance with the following:

- A. Full-time teachers who have less than ten (10) years seniority in the District shall have four (4) days for personal business.

- B. Full-time teachers who have ten (10) or more years seniority in the District shall have five (5) days for personal business.
- C. Full-time teachers who have fifteen (15) or more years seniority in the District shall have six (6) days for personal business.

No more than three (3) personal business days, inclusive of the Bonus Personal Day, may be used consecutively. Less than full-time bargaining unit members shall have their personal business days pro-rated accordingly.

Application for such leave should be made in writing forty-eight (48) hours in advance where possible. Such days shall not be taken the day before or the day after a holiday or vacation period except in case of personal days requested for observance of religious holidays or for emergencies, which will be granted at the discretion of the Superintendent. Moreover, the Superintendent may upon written application, authorize the use of additional sick leave days for religious purposes. Not more than twenty (20) teachers, in order of application for sick leave, will be excused under this Section on any one day, and not to exceed ten (10) percent (or two (2) teachers, whichever is greater) of the faculty of any one building in any one day. This rule may be waived at the discretion of the Superintendent.

10.440 Bonus Personal Business Day

Any teacher who is absent three (3) days or less for personal illness, family illness, or personal business shall be granted a Bonus Personal Business Day the following year.

10.450 Attendance at a Funeral

Time necessary due to death of or attendance at the funeral service of a person whose relationship to the teacher warrants such attendance, at the discretion of the Superintendent. Leaves of absence of a specified duration are to be cleared with the Superintendent prior to the absence so that the Superintendent can reach a decision before the absence rather than being called upon to make a decision after the event.

10.500 Physician's Statement of Illness After Sick Leave

In the event of absence of a teacher for illness in excess of three (3) consecutive days, the Board may, at its expense, require a physician's statement of illness. In case of disagreement over the selection of a physician, services of recognized specialists at the University Hospital or St. Joseph's Mercy Hospital in Ann Arbor, or Ford Hospital in Detroit shall be utilized.

10.600 Involuntary Sick Leave

In order to protect the children of the district, upon the recommendation of the Superintendent, the Board may at its expense, require a teacher to take a physical or mental examination to determine whether involuntary sick leave is warranted. In case of disagreement over the selection of a physician, the services of recognized specialists at the University Hospital or St. Joseph's Mercy Hospital in Ann Arbor, or Ford Hospital in Detroit shall be utilized.

10.700 Sick Bank

A Sick Bank shall be established to which the members of the teaching staff may make voluntary contributions and withdrawals in accordance with the procedures herein established. The Sick Bank is designed to provide teachers with income protection in case of long-term major disability.

10.710 Eligibility in the Sick Bank

Membership in the sick bank shall be available to all employees within the bargaining unit on a voluntary basis.

10.720 Assessment of Days

A member may participate in the Sick Bank by assigning two (2) days from his/her personal sick leave accumulation. Further, membership shall be maintained by assigning at least one (1) day each year to the Sick Bank if the Sick Bank balance is below twice the number of participating members.

10.730 Open Period of Membership

Membership in the Bank will be available two (2) times each contractual year for thirty (30) days after the start of each semester. To join the Bank, an employee must execute the appropriate forms furnished by the Business Office. The actual deduction of days from an employee's accumulated sick leave will take place as of the second pay period and will be reflected in the accumulated sick leave statement given employees at that time.

10.740 Withdrawal of Days

Days contributed to the Sick Bank may not be withdrawn.

10.750 Board Liability

The Board is not liable for sick days under this Agreement in excess of those actually contributed by participating members. The Board will not be liable in any one year for a total number of Sick Bank days in excess of two (2) times the total members in the Sick Bank.

10.760 Assessment of Additional Days

If the Bank balance falls below fifty (50) days, additional days may be equally assessed and required of participating Bank members. Failure to meet the additional assigned days will constitute withdrawal of membership from the Bank. Exceptions to the above may be made for Bank members who have exhausted their sick days.

10.770 Limits on Use of Sick Bank

Withdrawal from sick bank by individual employees hired prior to the 2006-07 school year are limited to a maximum of 150 days per disability. Withdrawal by employees hired for the 2006-07 school year and beyond will follow the tiered system outlined below:

Withdrawal by an individual is limited by the number of years employed in the Ypsilanti Public School district. Employees with less than one (1) year of service are limited to 25 days per disability. Employees with more than one (1) year but less than two (2) years of service are limited to 50 days per disability. Employees with more than two (2) years but less than three (3) years of service are limited to 75 days per disability. Employees with more than three (3) years but less than four (4) years of service are limited to 100 days per disability. Teachers who have more than four (4) years of service or are tenured will be limited to 150 days per disability.

10.780 Application for Sick Bank

To apply for Sick Bank, a member must comply with the following:

10.781 A member may draw from the Sick Bank only after his/her own accumulated sick leave has been exhausted.

To receive continuous pay, you MUST apply to sick bank prior to exhausting your sick leave.

- 10.782 After the exhaustion of the member's sick leave, a member must have a single disability lasting five (5) consecutive work days or more to be eligible.
- 10.783 If a member who applies to sick bank has used sixteen (16) or more of his/her own accumulated sick leave days during the illness for which he/she is requesting sick bank benefits, compensation will begin with the first day after the exhaustion of the member's sick leave.
- 10.784 If a member who has used less than sixteen (16) days of his/her own sick leave is disabled from five (5) to ten (10) consecutive work days after exhaustion of sick leave, compensation will begin with the third (3rd) day after exhaustion of sick leave.
- 10.785 If a member who has used less than sixteen (16) days of his/her own sick leave is disabled more than ten (10) days but less than fifteen (15) consecutive work days after exhaustion of sick leave, compensation will begin with the second (2nd) day of disability.
- 10.786 If a member who has used less than sixteen (16) days of his/her own sick leave is disabled fifteen (15) consecutive work days or more after exhaustion of sick leave, compensation will begin with the first (1st) day of disability, after exhaustion of sick leave.
- 10.787 A member who has received compensation from sick bank, has returned to work and has no accumulated sick leave, may upon request be granted additional days from sick bank for follow-up treatment which requires the member's absence.
- 10.788 Members applying must substantiate their disabilities with a medical doctor's statement.

10.790 Claims Procedure

Members must apply for sick bank prior to exhausting their sick leave in writing to the P. R. & R. Committee of the Y.E.A.. Failure to apply for sick bank prior to the exhaustion of sick leave will result in a loss of pay for the lapse of time between the last day of sick leave and the day of sick bank approval (except in the case of physical or mental inability.) Sick bank claim forms are available from the Office of Human Resources.

To be allowed, claims must receive the approval of both the P. R. & R. Committee and the Superintendent of Schools, or his/her designee, and are subject to periodic review by the P. R. & R. Committee and the Superintendent. When there is disagreement between the Association and the Administration, the Grievance Procedure shall be followed as in Section 18.250.

No bargaining unit member shall be docked pay under Sick Bank rules without prior notification of the Association.

10.800 Borrowing Additional Sick Leave Days

A teacher who has exhausted sick leave may borrow up to five (5) days from the following year's sick leave allowance, provided the teacher has already used twenty (20) or more sick leave and/or sick bank days during the current school year. Days may be borrowed for any use normally permitted by Article 10.000 of this Agreement; provided, however, that all limitations on the number of days which may be used for a specific purpose shall apply. All days borrowed shall be paid back by automatic deduction at the time sick leave for the following year is posted. In the event a teacher resigns, retires, or goes on layoff or leave (except for medical leave), borrowed days must be paid back immediately at the teacher's per diem rate.

11.000 LEAVES OF ABSENCE WITH PAY

11.100 Paid Leave Not Charged to Teacher

Leaves of absence with pay not chargeable against a teacher's sick leave allowance shall be granted to teachers for the following reasons:

11.110 Court Appearance

A leave of absence without loss of pay shall be granted to a teacher for appearing in court as a witness pursuant to a subpoena. The Board shall not be obligated to reimburse the teacher for any expenses in connection therewith and may require documentation in support of the leave. The teacher may retain any witness fee or expenses reimbursement received in connection with the subpoena. The teacher shall promptly report back to his/her assignment whenever it is possible to arrive no later than three (3) hours and forty (40) minutes before the end of his/her teacher work day.

11.120 Jury Service

A leave of absence without loss of pay shall be granted to a teacher for jury service. The Board shall not be obligated to reimburse the teacher for any expenses in connection therewith and may require documentation in support of the leave. The teacher may retain any witness fee or expense reimbursement received in connection with the subpoena. The teacher shall promptly report back to his/her assignment whenever it is possible to arrive no later than three (3) hours and forth (40) minutes before the end of his/her teacher work day.

11.130 Educational Conferences and Visits

Approved visitations at other schools or for attending educational conferences, or conventions, including Association meetings.

11.140 Selective Service Examination

Time necessary to take the Selective Service physical examination.

11.150 M.E.A. Meetings

Three (3) Y.E.A. Unit delegates to a Representative Assembly of the Michigan Education Association shall be given two (2) days apiece for the purpose of attending an Assembly. In addition, the President of the Unit shall be given two (2) days leave per year for the purpose of attending M.E.A. conferences.

11.160 Y.E.A. President's and Association Days

The President of the Y.E.A. Unit or his/her representative shall be given two (2) days leave per year for the purpose of attending an M.E.A. Leadership Conference. The President of the Unit shall be entitled to five (5) business days per year. An additional ten (10) business days shall be granted per year for use by the Unit not to include the President. One week's prior notification to the appropriate administrator will be given whenever possible.

11.170 Y.E.A. President's Release Time

The President of the Unit shall be released from twenty percent (20%) of his/her teaching schedule with the entire cost to be paid by the Board.

Further, at the request of the Association the President may be released from fifty percent (50%) of his/her teaching schedule, provided that the Board and the Association shall each pay twenty-five percent (25%) of the President's salary for the released time. Any change in the percentage of release time shall take place at the beginning of a semester after appropriate advance notice.

11.180 Y.E.A. President's Job Assignment

The Y.E.A. President shall remain in or return to his/her position held prior to becoming Y.E.A. President for the duration of his/her term, unless the President requests a change in assignment, pursuant to section 8.220. In the event the President's teaching job is eliminated, he/she will assume a vacancy of his/her choice, providing he/she is qualified for the position.

12.000 LEAVES WITHOUT PAY

12.100 Leaves of Potential Advantage to the District

A leave of absence of up to one (1) year without pay and fringe benefits may be granted at the Board's discretion upon written application for (a) pursuing studies, travel, research or a special teaching assignment resulting in potential advantage to the school system; (b) campaigning for himself/herself or serving in elected public office; (c) caring for a child; (d) emergency leave to care for a member of the immediate family; or (e) serving as President of the N.E.A., M.E.A., or W.C.E.A., under the following conditions:

12.110 Application for Leave

Application for such leaves must be filed in writing with the Superintendent of Schools or his/her designee at least three (3) months in advance, except in the case of adoption and emergency family leave where shorter notice will be acceptable. The Superintendent or his/her designee may request information documenting the purpose of the leave.

12.120 Eligibility for Leave

The applicant shall be a tenure teacher in the district.

12.130 Expiration of Leave

The applicant shall give written notice to the Superintendent of Schools or his/her designee by April 1st of the year the leave expires of his/her intention to return, resign, or request a renewal of such leave.

The following procedures shall be implemented by the District in connection with approved leaves of absence covered under this article:

1. At the time a leave of absence is granted, the District's notification to the teacher shall also include a statement to the effect that failure of the individual on leave to notify the personnel office on or before April 1st, shall constitute an irrevocable voluntary resignation.
2. Prior to the April 1 deadline date when the teacher is required to indicate his/her intentions regarding return from leave, the District shall warn the teacher on leave of absence, in writing, and shall request teacher's written response. Notice should be sent certified mail, return receipt, to acknowledge that the notice has been received by the teacher. A copy of this notification should also be sent to the Association Unit Director.
3. If warning is not acknowledge by the teacher, the Association Unit Director shall be informed and his/her assistance requested.
4. If intent to return is not received from the teacher by April 1st, the District shall inform the teacher by certified mail, return receipt, that his/her irrevocable voluntary resignation has been accepted.

12.140 Salary Increment and Seniority Credit

Neither salary schedule increments nor seniority credits shall be accrued while on such leave.

12.150 Sick Leave

Upon return, unused sick leave held at the start of the leave shall be restored.

12.160 Renewal of Leave

A renewal of said leave shall be at the discretion of the Board.

12.200 Leave Without Pay: Illness

A teacher who is unable to teach because of personal illness or disability, including physical disability directly related to pregnancy or childbirth, shall, at the recommendation of a physician, be granted a leave of absence without pay or fringe benefits for the duration of such illness or disability. Such leave of absence shall be granted for up to one (1) year except where a time limitation is contrary to law. A leave which has been granted for a limited period of time may be extended at the discretion of the Board.

12.210 Application for Leave

A teacher desiring a health leave must file a written request and the doctor's statement must indicate the expected date of return. Failure to file a leave request promptly will result in the teacher being considered to have resigned, unless the teacher was physically or mentally unable to file such a request.

12.220 Physician's Statements

Return shall also be dependent upon a written statement from a physician mutually acceptable to the teacher and the Board certifying the fitness of the employee to fulfill his/her duties.

12.230 Salary Increment and Seniority Credit

Neither salary schedule increments nor seniority credits shall be accrued while on such leave.

12.240 Sick Leave

Upon return, unused sick leave held at the start of the leave of absence shall be restored.

12.300 Military Leave

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for one (1) period of enlistment for military duty in any branch of the Armed Forces of the United States.

12.310 Salary Increments

Teachers on military leave shall be given the benefits of any salary increments which would have been credited to them had they remained in active service in the School District and shall be reinstated upon completion of service in accordance with the requirements of Act 145 of the Public Acts of 1943 as amended.

12.320 Seniority Credits

Seniority credits shall be preserved, and seniority shall accrue while on military leave if required by law.

12.330 Sick Leave

Upon re-employment, unused sick leave held at the start of the leave shall be restored.

12.400 Return of Teacher on Leave

A teacher on leave for one year or less pursuant to Sections 12.100, 12.200 or 12.300 or Article 13.000 shall be entitled to return to his/her same, or tentatively assigned, position unless the program including that position has been eliminated. Any teacher who fills the position of a person on such leave shall be made aware at the time of assignment that the assignment is for one (1) year or less, and placement thereafter shall be at the discretion of the Administration, subject to applicable sections of this Agreement and the Michigan Tenure Law.

A teacher whose leave is extended beyond one year shall, upon return, be assigned to a position for which he/she is certified. The placement of such a teacher shall be determined by the Administration.

12.500 Other Leaves Without Pay

A leave of absence of up to one year without pay and fringe benefits may be granted at the Board's discretion upon written application for any reason not stated in Section 12.100, 12.200, or 12.300, under the following conditions:

12.510 Application for Leave

Application for such leaves must be filed in writing with the Superintendent of Schools or his/her designee at least three (3) months in advance except in the case of personal emergency where shorter notice may be acceptable. The Superintendent or his/her designee may request a statement of the reason for the leave and may request documentation supporting any request where notice of the request is less than three (3) months in advance of the start of the leave.

12.520 Eligibility for Leave

The applicant shall be a teacher with at least twenty (20) semesters of accrued seniority in the district.

12.530 Expiration of Leave and Notification of Return

Any such leave shall expire in June of the year in which it is granted.

The teacher on leave shall give written notice to the Superintendent of Schools or his/her designee by April 1st of the year the leave expires of his/her intention to return, resign, or request a renewal of such leave.

The following procedures shall be implemented by the District in connection with approved leaves of absence covered under this article:

1. At the time a leave of absence is granted, the District's notification to the teacher shall also include a statement to the effect that failure of the individual on leave to notify the personnel office on or before April 1st, shall constitute an irrevocable voluntary resignation.
2. Prior to the April 1 deadline date when the teacher is required to indicate his/her intentions regarding return from leave, the District shall warn the teacher on leave of absence, in writing, and shall request teacher's written response. Notice should be sent certified mail, return receipt, to acknowledge that the notice has been received by the teacher. A copy of this notification should also be sent to the Association Unit Director.

3. If warning is not acknowledged by the teacher, the Association Unit Director shall be informed and his/her assistance requested.
4. If intent to return is not received from the teacher by April 1st, the District shall inform the teacher by certified mail, return receipt, that his/her irrevocable voluntary resignation has been accepted.

12.540 Salary Increments and Seniority Credits

Neither salary increments nor seniority credits shall be accrued while on such leave.

12.550 Sick Leave

Upon return, unused sick leave held at the start of the leave shall be restored.

12.560 Return of Teacher on Leave

The teacher on leave shall be entitled to return to an assigned position for which he/she is certified. The placement of said teacher shall be as determined by the Administration.

12.600 Health Insurance While on Leave

A teacher going on leave pursuant to Article 12.000 may continue his/her health care benefits (health, dental, vision) for a period of up to eighteen (18) months by paying the costs thereof in monthly installments in accordance with the Consolidated Omnibus Budget Reconciliation Act.

12.700 Family and Medical Leave

Family and medical leaves of absence will be carried out in accordance with the Family Medical Leave Act of 1993.

13.000 SABBATICAL LEAVE

13.100 Provisions of School Code

Pursuant to Section 380.1235 of the Revised School Code of 1976, after a teacher has been employed at least seven (7) consecutive years by the board of a school district, and at the end of each additional period of seven (7) or more consecutive years of employment, the board may grant the teacher a sabbatical leave for professional improvement for not to exceed two (2) semesters at one time, if the teacher holds a permanent, life, or continuing certificate. Teachers on sabbatical leave for the entire year will receive fifty (50) percent of their annual contractual salary excluding riders. Teachers on sabbatical leave for one (1) semester will receive twenty-five (25) percent of their annual salary. The Board shall continue to pay the insurance premiums in Schedule B during the duration of the leave.

13.200 Return from Leave

A teacher shall be entitled to return to a position under the provisions of Section 12.400 at the beginning of the next school year. When an employee is granted such a leave of absence, he/she shall, upon re-employment, retain and be granted the following rights:

13.210 Salary Increment and Seniority Credits

The regular salary increment occurring during such period and seniority credits that would have been earned by the teacher during continued active employment during such period.

13.220 Sick Leave

Unused sick leave held at the start of the leave of absence.

13.300 Obligation Following Sabbatical Leave

Before beginning the sabbatical leave, the teacher shall enter into a contract attached hereto as Appendix A to return to active service with the district for a period of at least two (2) years after the expiration of the leave. A teacher who leaves the employ of the District one (1) year after returning shall repay one-half (1/2) the amount. After two (2) full years, no repayment shall be made. Moreover, said obligations shall be canceled in the event of the intervening death or permanent disability of the teacher.

13.400 Number of Leaves Granted

Sabbatical leaves shall not be granted to more than two (2) persons of the total staff in any one (1) year. The Board agrees to grant at least one (1) sabbatical leave any year that there is no member of the Unit on "layoff" as of June 15 of the year preceding the year for which the leave is requested.

13.500 Application for Sabbatical Leave

Application for sabbatical leave must be made to the Superintendent not later than April 1st of the preceding school year.

14.000 TEACHER EVALUATION

It is acknowledged by both parties that the current teacher evaluation instrument and/or process is in need of change. Both parties agree to convene an appointed committee to research and recommend a new teacher evaluation model with target of implementation in the 2005-06 school year. No more than six (6) committee members representing the Association will be appointed by the Y.E.A. President. No more than six (6) committee members representing the Administration will be appointed by the Superintendent. Contract language, based upon the committee's recommendations or amended through negotiations, will be included in the 2004-05 Master Agreement subject to bargaining or added as a Letter of Agreement therein.

14.100 Monitoring Teacher Performance

Observation of the work performance of a teacher shall be conducted openly. Any monitoring shall be with the full knowledge of the teacher.

14.200 Formal Evaluations

By October 15, the evaluating administrator will review the evaluation process and the evaluation instrument with all probationary and tenure teachers. Each formal evaluation of a teacher by an administrator shall include classroom observation. There shall be a minimum of thirty (30) minutes and a maximum of ninety (90) minutes of classroom observation for each formal evaluation, at least fifteen (15) of which shall be continuous. Formal evaluations shall not take place on the day before winter or spring breaks.

In those cases where a bargaining unit member provides services to more than one building, only one administrator will assume the evaluative responsibilities for that teacher. The teacher shall be informed of the name of the primary evaluating administrator no later than October 15. Nothing in this section shall prevent the primary administrator from soliciting input from the administrator of another building.

Evaluating administrators shall use forms provided in the Teacher Evaluation Handbook to evaluate all teachers. New forms will be jointly developed by the administration and the Association for use with part-time and/or non-classroom teachers.

14.210 Probationary teachers

The evaluating administrator will meet with each probationary teacher individually to help that teacher create his/her Individualized Development Plan (IDP). An IDP is a written plan of improvement. It includes target goals or outcomes and a projection as to how and when the teacher will meet the chosen goals. (A suggested form is in this document in Appendix F and will appear in the updated Teacher Evaluation Handbook.)

14.211 Observations of probationary teachers

Each formal evaluation of a probationary teacher by an administrator shall include at least one (1) classroom observation. Classroom observations shall be at least sixty (60) days apart unless shorter intervals are agreed to by the teacher and the administrator.

14.212 Timing of evaluations of probationary teachers

Since one of the purposes of the evaluation is the improvement of instruction, probationary teachers shall receive two (2) formal evaluations annually. The first evaluation will be completed no later than December 1; the second will be completed no later than March 31. Provided, however, a probationary teacher shall not be formally evaluated in the first four (4) weeks of employment. In the event of an unsatisfactory evaluation, additional evaluations may be scheduled before the expected tenure date.

14.220 Tenure teachers

Tenure teachers shall be evaluated at least once every three (3) years. The evaluation shall be based on two (2) classroom observations during the year in which the teacher is scheduled to be evaluated. Those teachers who are to be evaluated in a given year shall be notified by October 15. Tenured teachers shall receive a written copy of their evaluation no later than May 15.

Additions to the evaluation list may be made after October 15, in appropriate circumstances, at the discretion of the evaluating administrator. In such cases, the Board shall notify the teacher being evaluated and the Association in writing of the reason(s) for the additional evaluation. No formal observation shall take place until thirty (30) calendar days after such notification.

14.15 Observations of tenure teachers

Each formal evaluation of a tenure teacher by an administrator shall include at least one (1) classroom observation. Classroom observations shall be at least sixty (60) days apart unless shorter intervals are agreed to by the teacher and the administrator.

14.300 Discussion of Observations of Tenure and Probationary Teachers

Following each observation, the teacher will receive written comments from the evaluator in the form of an Observation Performance Report (OPR) and/or the formal evaluation. The OPR is included in the revised Teacher Evaluation Handbook. A conference to discuss the OPR will be scheduled at the request of either the teacher or the evaluating administrator.

14.400 Discussion of Evaluations

In addition, evaluations of probationary teachers will be discussed with said teachers within ten (10) work days of the written evaluation and before the evaluation is forwarded to the Superintendent. During this post-evaluation discussion, the probationary teacher and the building administrator will also review and if necessary revise the Individualized Development Plan (IDP).

Copies of tenure teachers' evaluation must be forwarded to the teacher upon completion. Tenure teachers shall have five (5) work days to request a meeting with the appropriate administrator to discuss said evaluation before it is forwarded to the Superintendent.

A tenure teacher whose overall performance is not satisfactory, as indicated on the last line of the evaluation, will meet with the administrator before the end of the current school year to write an Individualized Development Plan. The district must provide an IDP for all probationary teachers and for tenure teachers with an unsatisfactory evaluation, as required by the Amended Teacher Tenure Act, 1993.

14.500 Signing of Evaluation

Copies of all evaluations must be signed and dated by the teacher before they are forwarded to the Superintendent. This signature does not signify agreement or disagreement with the evaluation. In the event a teacher disagrees with a written evaluation, he/she has the option of placing his/her own written comments on the evaluation form; however, content of evaluations is not subject to the Grievance procedure.

14.600 Evaluation Review Committee

If an evaluating administrator and a teacher disagree on the content of an evaluation, the teacher may bring the problem to the Evaluation Review Committee. The teacher may be represented by the Association in the proceedings of the committee.

The Evaluation Review Committee shall be composed by two (2) administrators (appointed by the Superintendent) and two (2) teachers (appointed by the Y.E.A.).

This committee shall review the problem and report its findings in writing to the Superintendent for appropriate action. After final disposition by the Superintendent, copies of the report of the Evaluation Review Committee, along with the Superintendent's remarks, shall be distributed to the teacher, the evaluator and the teacher's personnel file.

14.700 Coaching, Mentoring, Professional Development, and Evaluation

All evaluations of teachers shall be done by administrators. Information about and opinions of a teacher's performance obtained by another teacher through participation in coaching, mentoring, professional development activities or a collegial relationship shall be confidential, shared only by the teachers directly involved and not used on any evaluation.

A teacher who is assigned to provide assistance to another teacher who has requested to be or has agreed to be placed on an official program of Assistance may provide the administration with objective information about activities included in the Program of Assistance.

A Program of Assistance is one means by which a teacher can attempt to improve himself/herself as a teacher. It can be suggested by an administrator, or it can be requested by the teacher. The Program of Assistance may include coaching or mentoring for the teacher. It may also include visitations, workshops or other types of development programs. A Program of Assistance may be part of a teacher's IDP.

Participation in coaching, mentoring and other professional development programs shall be entirely voluntary subject only to the requirements of Section 3.200 of this Agreement.

14.710 The Association Unit Director shall be notified by the Director of Personnel and Labor Relations of the placement of a bargaining unit member on an official Program of Assistance and/or of a tenure teacher for who requires an IDP under the Revised Teacher Tenure Act, 1993.

14.720 The Association, through its unit director or his/her designee, shall be provided with the opportunity to participate in the development of any new or revised evaluation form.

14.800 Official Reprimands

14.810 Association Representation

A teacher shall, at his/her request, be entitled to the presence of a readily available Association representative should said teacher be called to the office of an administrator for the intended purpose of an official written reprimand or disciplinary action regarding his/her professional performance. Normally expected yearly evaluations of teaching performance are excluded from this clause, to the extent of the initial conference between the teacher and principal or other appropriate administrator. Should the teacher desire to review an evaluation further, he/she may request the presence of his/her Association representative at such subsequent review.

14.820 In order to provide union representation and/or counsel, the Building AR shall be notified immediately of any action that may result in discipline of a Y.E.A. member. The Association President shall receive a copy of any reprimand within three (3) work days. The teacher involved must sign all official written reprimands. The teacher's signature means only that he/she has received a copy of the reprimand, but does not necessarily imply agreement. In addition, the teacher shall have the option of placing his/her own written comments on the form and shall be supplied a copy of the reprimand.

14.830 Disposition of Verbal Reprimands

All administrative verbal reprimands, for the intended purpose of reprimand or disciplinary action, shall be issued in private. If said discussion is noted by the administrator and placed in the teacher's file, the teacher shall have the option of reviewing the note in accordance with Section 14.810 and 14.820. Upon request of the bargaining unit member, any reprimand placed in his/her file shall be removed and destroyed after three (3) years providing that there have been no other infractions of a similar nature during that period of time.

15.000 PROTECTION OF TEACHERS

15.100 Assault Upon a Teacher

Any case of assault or battery, as defined in the District's Uniform Code of Student conduct, upon a teacher during the course of school activities shall immediately be reported to the Superintendent or his/her designated representative. Upon request, the Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and battery and shall fully cooperate with law enforcement and judicial authorities in the handling of the incident. In the event the teacher sustains any injury and loses time from school as a result of said battery, then when the teacher returns, his/her sick leave will be restored to the balance on record before the time of the injury.

15.200 Legal Action Resulting from a Disciplinary Action

If legal action is instituted against a teacher by reason of appropriate disciplinary action taken by the teacher against a student pursuant to the Ypsilanti School District's Uniform Code of Student Conduct, the Board shall provide legal counsel and render any necessary assistance the teacher in his/her defense.

15.300 Reimbursement for Loss or Damage

During the performance of regular or assigned teaching duties, including required teacher attendance, if without negligence on his/her part, the teacher shall suffer loss or damage to clothing or other items being worn (such as glasses, watch, jewelry) the Board shall make reimbursement to the extent of not more than \$300 in any school year. This provision does not apply to the loss of money or damage to the teacher's automobile. Notification by the teacher that he/she has incurred expenses in accordance with the provisions of this Section shall be filed in writing by the teacher with the building principal within five (5) working days from the date of loss or damage. Failure to comply with this provision shall constitute forfeiture of any right or reimbursement under this Section, unless failure to comply was a result of the teacher's hospitalization.

15.400 Student Discipline

A teacher may exclude a pupil from his/her class for that particular class session that day when the pupil has committed acts of gross misbehavior, gross misconduct or gross persistent disobedience which makes the continued presence of the pupil in the classroom intolerable. In such cases, the teacher shall immediately report the exclusion to the principal and send the student to the office for appropriate action by the principal. A detailed written report will be provided to the principal by the end of the day. It shall be the responsibility of the teacher to contact the principal, or his/her designated representative, to determine the disposition of the case.

15.500 Maintenance of Control and Discipline

The Board recognizes its responsibility to continue to give reasonable support and assistance to teachers with respect to the maintenance of control and discipline of students, it being understood that teachers shall continue to be responsible for maintaining this control and discipline. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel or the like, the procedures specified in the District's policies shall be followed.

16.000 TEACHING FACILITIES

16.100 Teaching Equipment

Technology equipment, including, but not limited to, computers, printers, copy machines and scanners, in operational condition, shall continue to be made available to aid teachers in the preparation and delivery of curriculum and instructional materials.

16.200 Telephones

Reasonable telephone facilities shall be made available to the teachers for their use. Such facilities shall be located so that private conversations can be conducted.

16.300 Vending Machines

In schools where it is requested by staff, vending machines for beverages shall be installed for staff use, the proceeds to be used at the discretion of the staff of that school. Machines to vend other products will be subject to the approval of the Superintendent.

16.400 Facilities

16.410 In accordance with Public Act 198 of 1986, in order to protect and promote public health, smoking in all public places and education facilities owned and operated by the Ypsilanti Public School District, a local governmental agency as defined by the Act, shall be prohibited.

16.420 This prohibition shall become effective January 1, 1991.

16.430 For purposes of this provision, "public places" shall be defined as all enclosed, indoor areas, owned and operated by the District, and used by the general public or serving as a place of work for public employees.

16.440 For purposes of this Agreement, an educational facility shall be defined as any building owned, leased, or under the control of the District.

16.450 The Board shall continue to make available in each school, a lunch room and restrooms and lavatory facilities for teachers' use.

16.500 Building Conditions

Buildings, grounds and/or classrooms will be maintained to an acceptable standard. Problems concerning building and/or classroom conditions (i.e. heat, cooling (where air conditioning is available), ventilation, lights, building repairs, etc.) and cleanliness shall be brought to the attention of the principal in writing. The principal will investigate the problem. A written response noting the principal's findings and any action taken or pending shall be provided within five (5) days from the date of the original complaint. If the matter is not satisfactorily resolved, it may be referred in writing to a Health and Safety Committee comprised of three (3) representatives chosen by the Y.E.A. and three (3) representatives designated by the Superintendent. This committee will meet within five (5) working days to address the problem.

Matters brought to the attention of the Health and Safety Committee which cannot be resolved within five (5) working days by the members of the committee shall result in a written recommendation being sent to the Superintendent. The Superintendent or his/her designee will provide the Y.E.A. president with a written response within five (5) days concerning the Health Committee's recommendation including any test results that may be available at the time.

16.600 Parking Facilities

The Board shall continue to provide adequate parking facilities for teachers' use.

17.000 NEGOTIATIONS PROCEDURES

17.100 Obligation to Bargain Collectively

This Agreement shall constitute the full and complete commitments between both parties. Therefore, the Board and the Association, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter covered by this Agreement or with respect to any subject or matter not specifically covered in this Agreement, even though such subject or matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

17.200 Opening of Negotiations

At least ninety (90) days prior to the expiration of this Agreement, and upon written request of the Association, the Board, or its designated representative agrees to begin negotiating with the Association over a successor agreement, in accordance with the procedure set forth herein, in a good faith effort to reach agreement concerning teachers, salaries, hours or other conditions of their employment. Any agreement so negotiated shall apply to all teachers, and shall be reduced to writing and signed by the Board and the Association.

17.300 Status of Bargaining Representatives

In any negotiations described in this Article, neither party shall have any control over the selection of the other party's negotiating or bargaining representative from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Unit present at the ratification meeting, and who are also members of the bargaining unit as defined in Article 1.000 of this Agreement; but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to ultimate ratification.

17.400 Mediation

If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employment Relations Commission.

18.000 PROFESSIONAL GRIEVANCE PROCEDURE

18.100 Definition of a Grievance

A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided. Nothing contained in this contract shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted without the intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement; provided, however, that only the Association or the Y.E.A. Unit may submit a grievance to arbitration.

18.200 Grievance Procedure

18.210 In the event that a teacher believes there is a basis for grievance, he/she shall first discuss the alleged grievance with his/her appropriate administrator either personally or accompanied by his/her Association representative.

18.220 If, as a result of the informal discussion with the appropriate administrator, a grievance still exists, it shall be reduced to writing within ten (10) work days after discussion with the administrator or in any event not later than twenty (20) work days after the occurrence of the alleged violation and submitted to the appropriate administrator, on the form set forth in annexed Appendix B. The grievant shall sign the grievance.

18.230 Within three (3) work days of receipt of the grievance, the administrator shall meet with the grievant and the Association representative in an effort to resolve the grievance. The administrator shall indicate his/her disposition of the grievance in writing within three (3) work days of such meeting, and shall furnish a copy thereof to the grievant and the Association.

18.240 If the aggrieved teacher or the Association is not satisfied with the disposition of the grievance or if no disposition has been made within three (3) work days of such meeting (or six (6) work days from the date of the filing, whichever shall be later), the grievance may be transmitted to the Superintendent. Within five (5) work days, the Superintendent or his/her designee shall investigate the grievance, including holding a meeting which gives the aggrieved teacher and the Association a reasonable opportunity to be heard and shall indicate his/her disposition of the grievance in writing within nine (9) work days of such meeting. A copy of his/her decision shall be furnished to the teacher involved and the Association.

18.250 If the grievance is not resolved at Section 18.240 of the Grievance procedure and if it involves an alleged violation of a specific Section of this Agreement, the Association (or the Y.E.A. Unit) or the Board may, at its option, submit the grievance to the American Arbitration Association for appointment of an arbitrator by written notice delivered to the Superintendent or the local Unit President, as the case may be, and the American Arbitration Association twenty (20) work days after receipt of the Superintendent's answer in Section 18.240. The written notice shall identify the provisions of the Agreement allegedly violated, shall state the issue involved, and the relief requested. If no such notices are given within the twenty (20) work day period, the Superintendent's answer shall be final and binding on the Association, the employee or employees involved, and the Board.

18.251 Powers of Arbitrator

It shall be the function of the Arbitrator, and the Arbitrator shall be empowered except as powers are limited below, after due investigation, to make a decision in writing, setting forth findings and conclusions in a case of an alleged violation of a specific section of this Agreement.

- 18.251.1 The Arbitrator shall have no power to add, subtract from, alter or modify any terms of this Agreement.
 - 18.251.2 The Arbitrator shall not make any decision which requires the Board to reinstate or re-employ any probationary teacher.
 - 18.251.3 The Arbitrator shall not make any decision on any case in which the grieving party has alleged any violation of statute.
 - 18.251.4 The Arbitrator shall have no power to establish wage scales or change any wage.
- 18.252 At the time of the Arbitration Hearing, both the Board and the Association shall have the right to examine and cross-examine witnesses. Upon request of either the Board or the Association or the Arbitrator, a transcript of the Hearing shall be made and furnished the Arbitrator with the Board and the Association having an opportunity to purchase their own copy. The requesting party shall secure the services of an official transcriber. At the close of the Hearing, the Arbitrator shall afford the Board and the Association a reasonable opportunity to furnish briefs.
- 18.253 The fees and expenses of the Arbitrator and the fees and the expenses of the Arbitration, including the expense of a transcript, if any, shall be shared equally by the Board and the Association. The expenses of and the compensation for each and every witness and representative for either the Board or the Association shall be paid by the party producing the witness or having the representative.
- 18.254 The Arbitrator's decision, when made in accordance with the jurisdiction and authority established by the Agreement, shall be final and binding upon the Association, the employee or employees involved, and the Board.
- 18.255 The termination of probationary teachers shall not be subject to Arbitration. The Association may file within five (5) work days of the Board's action, a request for the Superintendent and/or his/her designated representatives to meet with the teacher and a representative of the Association to review the action. A written response shall be given to the teacher with a copy to the Association within five (5) work days following said meeting.
- 18.260 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process the grievance prior to the end of the school term or as soon thereafter as possible. In the event arbitration is necessary the Board shall accept the earliest mutually agreeable date offered by the American Arbitration Association.
- 18.270 Other provisions regarding grievances:
- 18.271 Grievances shall be processed during non-teaching hours unless mutually agreed otherwise.
 - 18.272 Any appeals not processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority. Any grievance not answered by the respective school authority within the time limits prescribed in this Article may be processed to the next level.

- 18.273 Claims involving financial liability will be limited in retroactivity to a period of five (5) work days from the date on which the grievance was filed, except in the case of a payroll error, or in bona fide cases where affected individuals could not have had knowledge of the cause or complaint.
- 18.274 No grievance shall be filed or continue to be processed by any teacher after the effective date of his/her resignation.
- 18.275 Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
- 18.276 The following matters shall not be the basis of any grievance filed under the procedure outlined in this section.
- 18.276.1 The termination of services or failure to re-employ any probationary teacher.
- 18.276.2 Any matter subject to the procedures specified in the Teachers' Tenure Act (Act 4 of Public Acts, Extra Session of 1937, of Michigan as amended).

19.000 MISCELLANEOUS PROVISIONS

19.100 This Agreement

19.110 Scope of this Agreement

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts hereto in effect, and any individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be part of the established policies of the Board.

19.120 Copies of this Agreement

The Board shall print the Agreement giving forty-five (45) copies to the Association. Additionally, teachers will have access to the current contract from school computers.

19.130 Relations of this Agreement to Law

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect.

19.200 Appropriation for Association Meetings

The Board shall appropriate yearly, the sum of Two Thousand One Hundred (\$2,100.00) Dollars, to pay the expense of Association members who attend regional, state, and national meetings of this organization. The treasurer of the Association will submit members' vouchers to the Board of Education for reimbursement.

19.300 Bi-weekly Meeting with Superintendent

The Superintendent and/or his/her designated representatives shall continue to meet informally with the Y.E.A. representatives on a bi-weekly basis.

19.400 Research Committee

A research committee composed of three (3) teachers appointed by the Association, one (1) elementary, one (1) middle school, and one (1) high school, and three (3) administrators and the Superintendent or his/her designated representative shall be established. It shall be the function of the Research Committee to pass on all requests for research projects submitted by persons or agencies outside the School District, and no such research project shall be conducted unless it has the written approval of said Committee. As a condition of approval, researchers must file an application and must agree to provide the Committee with copies of their research reports. Notification of such approval shall be provided to those teachers involved.

19.500 Budget for Teachers' Conferences/Conventions

The Board shall budget money for teachers for administration-approved visitations at other schools or for attending conferences and conventions with the understanding that expenses of administrators will not be charged to this item.

19.600 Right of Access to Personnel File

Upon request to the Superintendent or his/her designee, teachers shall be entitled to see all formal evaluations and/or letters of reprimand or commendation placed in his/her personnel file.

19.700 Dissemination of Board Policies

The Board will continue to make available to the Association copies of Board policy pertaining to teachers as they are approved.

19.800 In-service

It is recognized by the Board and the Association that in-service is an important part of keeping abreast of changing educational goals. The Administration shall seek building staff input in the development of in-service programs.

20.000 STRIKES AND SANCTIONS

20.000 Strikes and Sanctions

The Association and each teacher agree that during the term of this Agreement, they will not authorize, instigate, participate in, encourage or support any cessation or interruption of professional services (i.e., the concerted failure to report for duty, or willful absence of a teacher from his/her position, or stoppage of work, or use of paid leave time, or abstinence, in whole or in part, from the full, faithful, and proper performance of the teacher's duties of employment) by any teacher or group of teachers nor institute sanctions of any kind and pledge themselves to the purpose of insuring continuation of the education program.

21.000 BOARD RIGHTS

21.000 Board Rights

The Board reserves all responsibilities, powers, rights, and authority vested in it by the Laws and Constitution of Michigan and the United States and those which have been heretofore properly exercised by it, including such things, among others, as the determination and administration of educational policy, the operation of the school, the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction, materials used for instruction, and the selection, direction, layoff, transfer, promotion, discipline, or dismissal of all personnel.

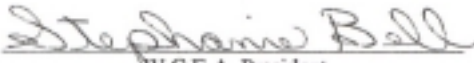
The exercise of the foregoing rights and responsibilities by the District, the adoption of policies and regulations in furtherance thereof, shall be limited by the specific terms of this Agreement, and then to the extent such specific terms are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

22.000 DURATION OF AGREEMENT

22.000 This Agreement shall be effective as of the 30th day of August, 2006 and shall continue in effect for one (1) year through the 29th day of August, 2007. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

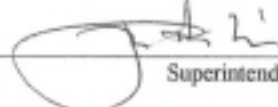

W.C.E.A. President


President


Y.E.A. Unit President


Secretary


Chief Negotiator


Superintendent

23.000 SCHEDULE A — SUPPLEMENTARY CONTRACTS

- 23.100 A percentage (or flat rate) may be split upon Y.E.A. approval. For amounts provided in dollar amounts rather than percentages, an automatic increase will be added equivalent to each negotiated percentage for salary beginning with the 2006-07 contract.
- 23.200 If a person selected for a position is a bargaining unit member, the percentages shall be applied to the member's existing schedule and step placement with administrative discretion to advance the step placement based on experience in the area of the Schedule A position. If the person selected for the position is not a bargaining unit member the percentages shall be applied to the B.A. Schedule with administrative discretion as to the step placement based on experience in the area of the Schedule A position.
- 23.300 Job Titles and Payments**

Any teacher who is requested and participates in an IEPC, IEP or similar parent conference outside of the contractual teacher day, shall be paid the general hourly rate for time spent in increments of one-half (1/2) hour. The amount available in the District shall be one hundred (100) hours times the hourly rate.

BOYS SPORTS

HIGH SCHOOL

Teacher Assistant to Assistant Principal in Charge of Athletics	5%
Athletic Trainer Fall Season	7%
Athletic Trainer Winter Season	7%
Athletic Trainer Spring Season	7%
Baseball Coach	9%
Assistant	5%
Ninth Grade	4%
Cheerleaders (Per Season)	7%
Assistant	5%
Ninth Grade	3%
Basketball Coach	11%
Assistant	7%
Ninth Grade	6%
Cross Country	7%
Assistant	5%
Football Coach	11%
Assistant	7%
Ninth Grade	6%
Swimming Coach	11%
Assistant	7%
Ninth Grade	4%
Gymnastics Coach	11%
Assistant	7%

Tennis Coach	7%
Assistant	5%
Track Coach	11%
Assistant	5%
Ninth Grade	4%
Wrestling Coach	11%
Assistant	7%
Ninth Grade	6%
Golf Coach	7%
Soccer Coach	9%
Assistant	4%
Ninth Grade	3%
Intramural Director	10%

GIRLS SPORTS

HIGHSCHOOL

Teacher Assistant to Athletic Director	5%
Basketball Coach	11%
Assistant	7%
Ninth Grade	6%
Cross Country	7%
Assistant	5%
Volleyball Coach	11%
Assistant	7%
Ninth Grade	6%
Gymnastics Coach	11%
Assistant	7%
Choreographer	1-2%
Synchronized Swimming	5%
Swimming Coach	11%
Assistant	7%
Ninth Grade	4%
Tennis Coach	7%
Assistant	5%
Softball Coach	9%
Assistant	5%
Ninth Grade	4%
Track and Field	11%
Assistant	5%
Ninth Grade	4%
Golf Coach	7%
Soccer Coach	9%
Assistant	4%
Ninth Grade	3%

** All required coaching clinics paid for by the Board.

MISCELLANEOUS

HIGH SCHOOL

Department Chairperson	3%-12%
1% per member of department with a maximum of 12% and a minimum of 3%	
Senior Class Advisor	6%
Junior Class Advisor	3%
Sophomore Class Advisor	2%
Freshman Class Advisor	2%
Yearbook	10%
Newspaper (if no release time)	8%
Debate	8%
Forensics	5%
Play Director (per play)	4%
Production staff (per play - no less than 1% per position)	1-5%
Clubs	1-5%
Student Council	4%
Act-So	3%
<u>Music</u>	
Marching Band	6%
Assistant	3%
Pep Band	1%
Jazz Band	1%
Symphony Band	2%
Concert Orchestra	2%
Vocal Director	2%
Chamber Singers	11%
Instrumental Music	2%
Spring Music Director (Drama)	4%
Spring Music Director (Music)	4%
Production Staff (per play - no less than 1% per position)	1-5%
Band Camp Director	\$646
Camp Staff	\$462
Winter Guard	7%
Assistant	4%

MIDDLE SCHOOL

Department Head	1-5%
Clubs	1-5%
Newspaper (if no class)	2%
Yearbook (if no class)	2%
Student Council	2%
Audio-Visual (per grade or area)	1%
Band Director (each)	3%
Sports	
Cheerleaders (per season)	2%
Basketball	3%
Football	3%
Track	3%
Wrestling	3%
Soccer	3%
Volleyball	3%
Gymnastics	3%
Softball	3%

ELEMENTARY

Head Teacher	6%
Substitute Head Teacher (as needed - does not have to be posted)	
An amount equal to two hours at general hourly rate per day*	
Safety Patrol	2%
Camp Coordinator per Building	\$180
Camp Teacher (per teacher)	\$144
Service Squad	2%
Student Council	2%
Clubs	1-5%

*See Section 23.600

MISCELLANEOUS — ALL LEVELS

Designated Compensable Events	\$27.74
Summer School Teachers	\$20.46
Driver Education Teachers	\$20.46
General Hourly Rate for Teachers	\$20.46

Band Camp Director	\$744
Camp Staff	\$532
Other Middle School Intramural or Interscholastic Athletics	\$13.93
Camp Coordinator per Building	\$207
Camp Teacher (per teacher)	\$165
Travel Mileage	\$.33
Summer Workshop Facilitator	1-3%

23.400 Filling of Schedule A and Compensable Event Positions

23.410 It is expressly understood that nothing shall require the Board to fill any position nor shall any teacher be required to accept any position in Schedule A and that all duties in Schedule A are subject to assignment and reassignment of the discretion of the Board whose decision or action is final. All Schedule A postings shall include an opening and a closing date approximately two (2) weeks apart. All schedule A positions shall be posted during the month of May. Additional postings may be done as needed.

23.420 Schedule A positions are for one year only and currently employed bargaining unit members shall be given first consideration in filling these positions. Next consideration shall be given to laid-off bargaining unit members who have applied for said positions. Any bargaining unit member who has been performing a job under Schedule A and is laid off may continue in that position.

23.430 Teachers desiring to be considered for working designated compensable events may file an application with the Assistant Principal in charge of Athletics during the first full week of school.

23.500 Summer Pay for Counselors and Family Specialists

Any counselor or family specialist who performs duties substantially the same as his/her duties in the period of time between the last teacher work day of one school year and the first teacher work day of the next shall be paid at a per diem rate based on his/her salary for the school year (July 1-June 30) in which the work days fall.

23.600 High School Department Chairpersons

A job description for high school department chairpersons shall be developed and made available. High school department chairpersons shall not be responsible for discipline or evaluation of other teachers.

23.700 Holding Multiple Positions on Schedule A

There shall be no policy or practice preventing a teacher from holding multiple Schedule A positions.

24.000 SCHEDULE B

24.100 Personnel in Special Programs

Personnel under cooperative or special programs with governmental or non-profit agency and employed by the District shall be eligible for additional salary supplements to their contracts as negotiated by the outside agency and the Board in conjunction with Y.E.A. negotiator.

24.200 Health, Life, Dental and Vision Coverage

24.210 The Board will provide for regular full-time teachers, the health benefits described in Appendix I.

The Board shall not change the carrier without prior consultation with the Y.E.A..

24.220 Health Benefit Alternative

Those teachers who do not avail themselves of the health benefits as provided in Section 24.210 shall receive a stipend of five hundred (\$500.00) dollars payable in February of each school year. In the event a bargaining unit member has cause to change his/her eligibility for the aforementioned stipend, the full amount shall be pro-rated over the fiscal year.

24.230 Life Insurance

The Board will pay the premiums to provide \$50,000 of life insurance for all full-time teachers. The Board shall pay pro-rated premiums for all part-time teachers. This life insurance protection shall include double indemnity for all full-time teachers regularly employed in the District. This benefit shall be subject to the terms and conditions specified in the Board's group insurance policy. The Board shall not change the carrier without prior consultation with the Y.E.A.

24.240 Dental Insurance

The Board will provide dental insurance coverage for all full-time teachers through the ADN Dental Network (ADN) preferred provider organization (PPO) program, which also includes the Michigan Dental Plan (MDP). Minimum benefits for this coverage shall include, but not be limited to that which is outlined below.

24.241 For staff without other dental coverage:

Basic Services payable at 75% of reasonable and customary. Such as examinations, prophylaxis (cleaning), fillings, diagnostic x-rays, periodontics (gum disease), endodontics (root canals), fluoride treatment (to age 18), oral surgery and anesthetics, inlays and onlays and crowns (and repair).

Major Services such as dentures (full and partial and bridges and bridge repair) payable at 50% of reasonable and customary with a combined annual maximum of \$1,000 per year/per person for total benefit.

Orthodontic Services benefit, payable at 50% of reasonable and customary charges with a \$500 per person lifetime maximum. Orthodontic services are available up to age 19.

24.242 For staff with other dental coverage:

Basic Services payable at 50% of reasonable and customary. Such as examinations, prophylaxis (cleaning), fillings, diagnostic x-rays, periodontics (gum disease), endodontics (root canals), fluoride treatment (to age 18), oral surgery and anesthetics, inlays and onlays and crowns (and repair).

Major Services such as dentures (full and partial and bridges and bridge repair) payable at 50% of reasonable and customary with a combined annual maximum of \$1,000 per year/per person for total benefit.

Orthodontic Services benefit, payable at 50% of reasonable and customary charges with a \$500 per person lifetime maximum. Orthodontic services are available up to age 19.

The Board shall not change the carrier without prior consultation with the Y.E.A..

24.250 Vision Insurance

The Board to pay premiums to provide vision insurance coverage as listed below:

	<u>Optometrist</u>	<u>Ophthalmologist</u>	
Vision Examination, up to	\$35.00	\$45.00	
<u>Spectacle Lenses (Pair)</u>			
	<u>Clear</u>	<u>Tinted/ Coated</u>	<u>Polaroid</u>
Single Vision, up to	\$38.00	\$42.00	\$56.00
Bifocal, up to	60.00	70.00	90.00
Trifocal, up to	72.00	84.00	110.00
Lenticular, up to	84.00	98.00	128.00

Frames - up to \$40.00

Contact Lenses (Pair - Including the Exam) in lieu of all other benefits (exam, lenses and frames) during any 12 consecutive month period.

Necessary - up to \$200.00

Cosmetic - up to \$115.00

THERE IS NO ASSURANCE THE ABOVE SCHEDULE WILL COVER THE ENTIRE COST OF THE EXAMINATION, LENSES AND/OR FRAMES.

24.260 Pro-ration for Part-Time

Any or all of the health, dental, vision, and life insurance benefits described in this section (24.200) shall be provided to part-time teachers at a pro-rated cost. A part-time teacher who elects any of these health benefits agrees to pay his/her pro-rata cost by payroll deduction. The health benefit alternative described in subsection 24.220 shall be paid to part-time teachers on a pro-rated basis.

24.270 Continuation of Coverage

Pursuant to federal law the Board must make available continuation coverage of health benefits (health, dental, vision) at cost for teachers and beneficiaries who would otherwise have ceased to be entitled to coverage as a result of a “qualifying event,” e.g. teacher’s death, termination of employment or reduction in hours, divorce or legal separation, entitlement to Medicare benefits, or when a dependent ceases to be a dependent child. Teachers may make inquiries concerning rights to continuation coverage to the Human Resources Office or the Fringe Benefits Office. This subsection confers no rights to continuation coverage not mandated by federal law.

24.280 Change in Family Status

Any teacher/bargaining unit member whose level of insurance coverage has been affected by a change in his/her family status shall be responsible for notifying the Fringe Benefits Office in writing within thirty (30) days of the change. Failure on the teachers’ part to provide such written notification may result in his/her being held liable for the difference in premium payments.

The Board shall acknowledge receipt of written notification from the teacher within five (5) days of its receipt. In addition, the Board shall notify each teacher during the open enrollment period each year of this provision.

24.300 Information on Health and Dental Benefits

The Board shall promptly seek from its health and dental benefit providers, written descriptions (booklets or pamphlets) of the benefit provided which shall then be forwarded to each current teacher and to newly hired teachers during the hiring process.

The Board shall notify the Association of changes in health or dental benefits beyond its control when the provider of the benefits gives notice of the changes to the Board.

24.400 Optional Benefits

The Board of Education shall make available to all teachers currently employed in the District and to any teachers hired in the future the S.E.T. optional benefit package, such benefits to be paid by the individual teacher through payroll deduction.

24.500 Employee Assistance Plan

Should the Board establish an Employee Assistance Plan, teachers shall be eligible for full benefits thereof on a voluntary basis. Teachers shall be represented on any District-wide EAP oversight committee.

24.600 Retirement Leave Payments

24.610 Retirement Longevity Payment

For teachers who end their service to the District after performing services in the 2006-07 school year, a retirement longevity payment of \$252.14 per year of service in this District shall be paid upon retirement or death provided the teacher shall have been employed in the School District for at least ten (10) years and either is eligible for immediate receipt of state school employment retirement benefits or will be at least fifty-five (55) years of age by the first teacher work day of the following school year.

24.620 Retirement Sick Leave Payment

Teachers who end their service to the District after performing services in the 2006-07 school year shall receive a retirement sick leave stipend equal to \$82.79 per unused sick leave day upon retirement or death provided the teacher either is eligible for immediate receipt of state school employment retirement benefits or will be at least fifty-five (55) years of age by the first teacher work day of the following year.

24.630 Retirement Longevity and Retirement Sick Leave Escalator

The parties recognize that beginning in the 1988-89 school year the above Retirement Longevity and Retirement Sick Leave payments are a replacement for the Early Retirement Incentive. The Early Retirement Incentive included an automatic increase whenever the salary schedule increased; therefore, the parties state their intent that the Retirement Longevity and Retirement Sick Leave payments will increase in future contracts at least to the extent that the salary schedule increases.

24.640 Retirement Longevity Payment and Retirement Sick Leave Payments

Any teacher who is eligible for retirement payments outlined in sections 24.610 and 24.620 and who has submitted an official letter of retirement (or resignation if at least age 55) on or before July 1, will receive the Retirement Longevity Payment (Section 24.610) and the Retirement Sick Leave Payment (Section 24.620) on September 1 of the same calendar year.

Any teacher who retires after July 1 will receive the Retirement Longevity Payment and the Retirement Sick Leave Payment on September 1 of the next calendar year.

24.700 Compensation for Part-Time Employment

Teachers employed less than full-time shall receive compensation at the following rates:

24.710 Elementary teachers who teach half-days receive one-half pay.

24.720 Secondary teachers will receive pay according to the number of periods taught or required to be in attendance for:

One period	20%
Two periods	40%
Two periods plus conference period	50%
Three periods	60%
Three periods plus conference period	70%
Four periods	80%
Four periods plus conference period	90%

24.730 All middle school teachers who teach under the Middle School Concept will receive pay according to the following schedule:

One class	17%
Two classes plus conference	37.5%
Two classes plus conference and planning	50%
Three classes plus conference and planning	62.5%
Four classes plus conference and planning	75%
Five classes plus conference and planning	87.5%
Six classes plus conference and planning	100%

24.740 While not guaranteed, schedules for teachers assigned to less than full-time employment will be constructed without unpaid gaps of time in them.

25.000 CALENDAR

25.100 2006-07

Tuesday, September 5	Teacher Professional Development/Work Day
Wednesday, September 6	First Day of Instruction
Tuesday, October 17	Professional Development Day - No students
Thursday, October 19	Middle School Conferences - Early Dismissal
Thursday, October 26	High School Conferences - Early Dismissal
Tuesday, October 31	Elementary Records Day - Early Dismissal
Wednesday-Thursday, November 8-9	Elementary Conferences - Early Dismissal
Monday, November 13	Professional Development Day - Early Dismissal
Wednesday-Friday, November 22-25	Thanksgiving Vacation - No School
Thursday, December 7	Professional Development Day - Early Dismissal
Friday, December 22	Early Dismissal - Winter Vacation
Monday, January 8	School Resumes
Monday, January 15	Martin Luther King, Jr. Day - No School
Tuesday-Thursday, January 23-25	Secondary Exams - Early Dismissal
Friday, January 26	Half Teacher Workday, Half Professional Development Day No students (end of semester)
Monday, January 29	Beginning of Second Semester
Friday, February 16	Winter Weekend - No School
Monday, February 19	Winter Weekend - No School
Tuesday, February 20	Professional Development Day - No Students
Monday, March 12	Professional Development Day - No Students
Thursday, March 22	Middle School Conferences - Early Dismissal
Friday, March 23	Elementary Records Day - Early Dismissal
Wednesday - Thursday, March 28-29	Elementary Conferences - Early Dismissal
Thursday, March 29	High School Conferences - Early Dismissal
Wednesday, April 4	End of Day Dismissal - Spring Break
Thursday, April 5	Spring Break Begins
Monday, April 16	School Resumes
Wednesday, April 25	Professional Development Day - Early Dismissal
Wednesday, May 9	Professional Development Day - Early Dismissal
Monday, May 28	Memorial Day - No School
Friday, June 1	Elementary Records Day - Early Dismissal
Wed, Thurs & Fri, June 6-7-8	Secondary Exams - Early Dismissal
Friday, June 8*	Last Student Day - Early Dismissal District-wide

*Subject to rescheduling due to snow day make-up

170 Student Days/175 Teacher Days

25.200 Scheduling of Make-Up Days for Snow Days

If in the course of the school year it has been necessary to cancel student contact hours because of the weather or other reasons specified in the School Aid Act causing the number of student contact hours to fall below the minimum mandated by the State of Michigan, the following procedure shall be followed. On May 1, or within three (3) days after, the Superintendent or his/her designee shall convene a meeting of representatives of the Board and the Y.E.A., selected by the respective parties, or adjust the calendar to provide for any hours which the District is legally required to make up.

Make-up days shall be added to the end of the year. Each day which is added shall be a half day of student contact and a half day of teacher work day. Each day so scheduled shall count as one student contact day. Exam schedules at the secondary level shall be adjusted so that the configuration of four half days and a final work day remains at the end of the year. Previously scheduled work days at the elementary level shall be re-scheduled to maintain their position relative to the preparation of report cards.

25.300 Exemption from Make-Up Days

Insofar as and to the extent which it is lawful to count as days of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to severe storms, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When a natural catastrophe or an employer directive forces the closing of school or other facility of the employer, bargaining unit members shall be excused from reporting to duty without loss of pay. Days lost due to school closing under the foregoing circumstances shall not be rescheduled.

To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

26.000 TEACHER'S SALARY SCHEDULE

Beginning with the 1999-2000 school year, Step 1 has been removed from the Salary Schedule. Employees on Step 1 during the 1998-99 school year will move to the new Step 2. Employees hired for the 1999-2000 school year will begin on the new Step 2. The salary schedule will thereafter have ten (10) steps numbered 2-11.

Placement on the step and tracks of this salary schedule will be determined in accordance with the applicable section of Article 4.000 of this Agreement.

2006-2007

<u>Step</u>	<u>BA</u>	<u>BA+35</u>	<u>MA</u>	<u>MA+30</u>	<u>MA+45</u>	<u>Doctorate</u>
2	34,806	41,714	42,305	43,707	44,561	45,447
3	35,830	42,738	43,330	44,730	45,588	46,474
4	36,857	43,767	44,357	45,756	46,612	47,497
5	37,883	44,792	45,378	46,781	47,637	48,522
6	38,904	45,816	46,405	47,806	48,666	49,550
7	41,295	49,249	49,818	51,235	52,100	52,984
8	43,944	52,981	53,544	54,968	55,825	56,708
9	46,993	57,293	57,856	59,305	60,163	61,046
10	50,200	61,676	62,241	63,689	64,545	65,429
11	55,509	68,634	69,219	70,643	71,531	72,414

An additional salary increase will be given based on student enrollment on the audited Fourth Wednesday Count, September 2006 as follows:

- +1/4 percent if student count is between 4,049-4,073
- +1/2 percent if student count is between 4,074-4,098
- +3/4 percent if student count is 4,099 or greater

The 2005-06 school year count was 4,124.5 FTE. The district budget currently projects a 100 student loss for 2006-07. The additional percent increase will be given if the actual loss is less than the projected loss.

APPENDIX A

SCHOOL DISTRICT OF THE CITY OF YPSILANTI
YPSILANTI, MICHIGAN

AGREEMENT, made between the Board of Education of the School District of Ypsilanti, Michigan, hereinafter referred to as "Board" and _____, hereinafter referred to as "Teacher";

WITNESSETH:

In consideration of the following mutual covenants, the parties hereby agree as follows;

The Board grants to Teacher a sabbatical leave for purposes of processional improvements for a period commencing _____ and ending _____, pursuant to the terms and conditions of Article 13.000 of the Master Agreement between the Board and the Y.E.A. in effect at the time this leave is granted. The Board agrees to pay Teacher one-half of the salary which Teacher received during the year immediately preceding the leave period indicated above for a full-year sabbatical and one-quarter, etc., for a one-semester sabbatical.

Teacher agrees, as a condition of this sabbatical leave being granted, to remain in the service of the Board for a minimum period of two years after expiration of the sabbatical leave. A teacher who leaves the employ of the District before completing a year of active service after the sabbatical leave shall repay all of the sabbatical compensation. A teacher who leaves after completing a year of active service but before completing two years of active service after the sabbatical leave shall repay one-half (1/2) of the sabbatical compensation. A teacher who completes two years of active service after the sabbatical leave shall not be required to repay any sabbatical compensation. It is expressly provided, however, that the repayment obligation will be canceled in the event that the death or permanent disability of the teacher prevents the teacher from completing the obligation of two years of active service.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals this ____ day of _____, 19 ____.

SCHOOL DISTRICT OF THE CITY OF YPSILANTI
YPSILANTI, MICHIGAN

By: _____ (L.S.)
Superintendent of Schools

By: _____ (L.S.)

Salary:

APPENDIX B

SCHOOL DISTRICT OF THE CITY OF YPSILANTI
YPSILANTI, MICHIGAN
REGISTRATION of GRIEVANCE

(DATE FILED)	(GRIEVANCE NUMBER)
(NAME OF AGGRIEVED)	(BUILDING ASSIGNMENT)
(TEACHING ASSIGNMENT)	(YEAR FIRST EMPLOYED BY THIS DISTRICT)

STATEMENT of GRIEVANCE: _____

Specific Article and Section of Agreement Violated: _____
(ARTICLE) (SECTION)

Date(s) Oral Discussion(s) held with Administrator:

Date _____ Date _____ Date _____

Results of Oral Discussion(s) with Administrator as Indicated in Item 8:

Detailed Reason for Grievance: _____

Action Requested by Aggrieved: _____

(SIGNATURE OF AGGRIEVED) (SIGNATURE OF ASSOCIATION REPRESENTATIVE)

WRITTEN GRIEVANCE RECEIVED BY ADMINISTRATOR:

(DATE RECEIVED) (ADMINISTRATOR'S SIGNATURE)

ADMINISTRATIVE DISPOSITION:

(DATE) (ADMINISTRATOR'S SIGNATURE)

Date Submitted to Superintendent _____

Meeting on Grievance Held _____

Superintendent's Disposition: _____

APPENDIX C

JOB-SHARING PROGRAM IMPLEMENTATION PROCEDURES AND REGULATIONS ELEMENTARY TEACHERS

These procedures and conditions have been mutually agreed upon by the Association and Administration.

1. All teachers are eligible and participation is entirely voluntary
2. All teachers involved will receive one-half their normal pay.
3. Participating teachers will receive pro-rated fringe benefits.
4. Seniority will be accrued as provided by the Master Agreement, i.e., full seniority credit for any teacher with a 50% or greater contract.
5. Credit for a full year service will be granted in calculating eligibility for Early Retirement Incentive program.
6. All job pairings and school locations will be subject to approval of administration, the teachers involved, and the Association.
7. The distribution of subject areas to be taught will be decided at the building level, jointly by the teachers involved and the building principal.
8. Every effort will be made to equalize instructional time of teachers involved.
9. Participating teachers will attend all meetings, in-services, open house, teacher work days, and elementary conferences without added compensation.
10. Approval will be granted on a year-to-year basis.
11. Participating teachers will be returned to a full time assignment as provided for in the Master Contract in the event they do not apply for job-sharing the upcoming year.
12. Teachers wishing to participate in a given school year must apply before May 15 of the previous school year.

APPENDIX D

NORTH CENTRAL ASSOCIATION
POLICIES AND STANDARDS
1992/94

Standard IV: The School Staff - Elementary

- 24.16 **Teachers:** All elementary teachers shall meet the regular elementary certification standards of the state for their specific assignment.
- 24.18 **Specialists:** Specialists such as media specialists, reading specialists, social workers, guidance counselors, school psychologists, and speech therapists shall meet the regular certification requirements of their respective states. However, where state standards are lower, fifteen semester hours of preparation in the area of specialization shall be considered minimal.
- 24.20 **Teachers in Early Childhood Education:** Kindergarten teachers shall have a minimum of nine semester hours of coursework in early childhood education and shall meet the regular certification standards of the state for the specific assignment. The preparation may include student teaching in an early childhood education program, for which no more than three semester hours of credit may be counted within the total of nine required.
- Prekindergarten teachers shall meet the regular certification standards of the state for their specific assignment. However, where state standards are lower, fifteen semester hours of early childhood education coursework shall be required. The preparation may include student teaching in an early childhood education program, for which no more than three semester hours of credit may be counted within the total of fifteen required.
- 24.26 **Support Area Supervisors, Consultants, Coordinators:** Elementary school support area supervisors, consultants, and coordinators shall have earned a master's degree with a concentration of graduate study in their particular area of work.
- 24.28 **Health Personnel:** Members of the noninstructional professional staff providing health services shall meet the requirements of the state in which the school is located.

Standard IV: The School Staff - Middle School

- 34.12 In the staffing of the school, the ability of the educator to assist middle level school students in the attainment of those skills and understandings should be a factor considered in the selection process.
- 34.14 Teachers with preparation and certification for middle level schools may teach all subjects and levels for which their certificates are endorsed, subject to the approval of the State Committee.
- 34.16 Teachers with **secondary certification** shall have 18 semester hours (16 semester hours in mathematics) in the field, appropriately distributed and subject to the approval of the State Committee.
- 34.18 Teachers with **elementary certification** shall have 12 semester hours in the field, appropriately distributed and subject to the approval of the State Committee. Teachers with elementary certification may teach all subjects in a self-contained classroom.
- 34.20 Teachers of combined subject classes shall have at least 24 semester hours of appropriately distributed credit in the included subject fields.
- 34.22 Teachers of special education, exploratory subjects, work experience, pre-vocational/vocational, and other subjects for which NCA requirements have not been established shall be approved by the Commission if they hold a valid certificate for the respective field issued by the state in which they are teaching. In the absence of such state certification, approval is left to the judgment of the State Committee.

- 34.24 **Guidance counselors** or directors shall have at least 15 semester hours of graduate preparation in guidance and counseling.
- 34.26 The **media specialist** shall have at least 15 semester hours in school library and audiovisual services, shall have a broad background in education, and shall be certified as a teacher. The person shall meet state standards of preparation.
- 34.28 All professional personnel shall hold a baccalaureate degree from a regionally-accredited institution; have 18 hours, six of which may be student teaching, of professional education preparation including work in educational psychology, curriculum, evaluation, and human growth and development; meet the regular certification standards of the state; and be assigned to teach in the areas for which they are prepared.
- 34.30 The professional staff shall plan and participate in an in-service training program that provides understandings of the middle level school and the needs of the pre- and early adolescent through emphases on such topics as the psychology of the middle level school student, human growth and development of the middle level school student, learning theory for the middle level school student, and curriculum for the middle level school student.
- 34.36 **Other administrative, supervisory, and consultant personnel** shall hold a baccalaureate degree with special training in the area of their assignment and should have teaching experience in a middle level school.

Standard IV: The School Staff - Secondary

Teachers in the following fields shall have the minimum number of semester hours of credit hereinafter prescribed in order to qualify for teaching assignments in their respective fields. A teacher may qualify to teach a certain subject by taking and passing a proficiency examination provided an accredited college certifies that the teacher has demonstrated competency equal to that attained by completion of the required preparation.

- 44.12 **Agriculture:** 24 semester hours in agriculture.
- 44.14 **Art:** 24 semester hours in art.
- 44.16 **Business:** 24 semester hours in business with at least one college course in each high school subject to which the teacher is assigned.
- 44.18 **English:** 24 semester hours in English, distributed appropriately among courses in literature or composition. Five semester hours in speech and/or journalism may be counted towards meeting this requirement.
- 44.20 **Foreign Languages:** 20 semester hours in each foreign language to which a teacher is assigned. One semester hour may be granted for each unit of that same high school foreign language, but not to exceed 2 hours.
- 44.22 **Health:** 20 semester hours in health, or a major in a specific teaching field with at least 8 hours in health-related subjects.
- 44.24 **Home Economics:** 24 semester hours in home economics.
- 44.26 **Humanities:** 24 semester hours of courses distributed appropriately among subjects included in the course. Because humanities courses often include such areas as art, music, literature, philosophy, and social studies, members of a team responsible for the course shall be qualified in the areas they are teaching.

- 44.28 **Industrial Technology:** 20 semester hours in industrial technology including at least 1 course in each subject taught. Teachers of drafting, general drawing, or mechanical drawing shall be approved under this standard. They may also qualify by combining art and/or industrial arts to total 20 semester hours. Individuals who have qualified in the field need only 5 semester hours in drawing.
- 44.30 **Interdisciplinary Studies:** 24 semester hours distributed appropriately among the subjects included in the core or block of time.
- 44.32 **Journalism:** 24 semester hours in journalism or a minimum of 5 semester hours in journalism plus sufficient additional work in related fields to total at least 24 semester hours.
- 44.34 **Mathematics:** 20 semester hours of credit in mathematics. (Until 1 July 1993, one semester hour may be allowed for each unit of high school mathematics, but not to exceed 2 hours; after 1 July 1993 no high school credit will count.)
- 44.36 **Music:** 24 semester hours in music with coursework appropriate to the teacher's assignment.
- 44.38 **Physical education:** 20 semester hours in physical education.
- 44.40 **Reading:** 24 semester hours in reading or a minimum of 5 semester hours in reading plus sufficient additional work in English and/or related fields to total at least 24 semester hours.
- 44.42 **Religious Studies (Nondoctrinal):** A teacher of nondoctrinal religious studies shall meet the NCA requirements for a teacher of English, social studies, or humanities, with at least 6 semester hours in religious studies appropriate to the specific courses being taught by the teacher.
- 44.44 **Science:** 24 semester hours in science, distributed appropriately in the subjects to which the teacher is assigned. Teachers of highly specialized elective subjects shall have had training and/or experience sufficient to qualify them for assignment to teach such specialized electives, subject to the approval of the State Committee.
- 44.46 **Social Studies:** 24 semester hours in social studies, distributed appropriately in the subjects to which the teacher is assigned. Teachers of highly specialized elective subjects shall have had training and/or experience sufficient to qualify them for assignment to teach such specialized electives, subject to the approval of the State Committee.
- 44.48 **Speech:** 24 semester hours in speech and dramatic arts or a minimum of 8 semester hours in speech plus sufficient additional work in English to total at least 24 semester hours.
- 44.50 **All Other Subjects:** Teachers of all other subjects for which NCA requirements have not been established shall be approved by the Commission provided they hold a certificate for the specific field issued by the state in which they are teaching. In the absence of such state certification, approval shall be determined by the judgment of the State Committee.
- 44.52 **Qualification of Teachers in Grades 7, 8, and 9** of a secondary school: Teachers may be qualified by meeting certification and subject hour standards specified in Standards 34.12 through 34.26.

Special Professional Service Personnel

- 44.54 **Counselor:** Professional staff members employed as guidance counselors shall have at least 18 semester hours of graduate preparation in guidance and counseling in addition to teaching experience.
- 44.56 **Professional Media Personnel:** Library/media specialists shall meet the classroom teacher requirements with reference to degree and professional preparation and also shall have a minimum of 18 semester hours of library/media coursework. Persons employed as audiovisual specialists shall meet the classroom teacher requirements with reference to degree and professional preparation and also shall have at least 12 semester hours of credit in this field.

APPENDIX E
Master/Mentor Teachers

As state law mandates a mentor teacher for three (3) years, for the purpose of assisting, informing and coaching novice teachers in the rights, responsibilities and ethics of the teaching profession, the Ypsilanti Board of Education and the Ypsilanti Education Association agree to work together in the selection and appointment process using the following guidelines:

- A. Qualified staff may apply to become mentor teachers by October 1 of each school year. A letter of application must be submitted. The applicant will receive the Mentor Application Form and the Mentor Reference Forms. These forms must be filled out and returned to complete the application process. The list of names will be maintained by the Executive Director of Human Resources for one year. This provision shall not preclude other qualified professionals from being utilized as mentors as allowed by the Act and as delineated in the Guidelines and Recommendations.

- B. A Selection Committee comprised of three (3) administrative representatives and three (3) Y.E.A. members appointed by the Association shall be formed annually to recommend mentors for appointment by the superintendent. The committee may recommend up to two (2) mentees per mentor. The composition of the committee shall reflect the assignments of the mentees. The superintendent or designee shall serve as the non-voting chair of the committee.

- C. The responsibility of the committee will be to select mentors based upon the characteristics below:
 - 1. have demonstrated excellence in teaching for a period of at least five (5) years, three (3) of which have been as a teacher with the Ypsilanti Public Schools. May be active or retired.
 - 2. have demonstrated excellence in working with adults.
 - 3. have participated in professional development to remain current and maintain a high level of expertise.
 - 4. be a practitioner in the same certification or specialty area and at the same grade level or area (i.e. counselor, special education) as the new teacher with whom he/she is paired. (It is realized that under some circumstances this may not be feasible.)
 - 5. be located in the same building to the highest degree possible. (It is realized that under some circumstances this may not be feasible.)
 - 6. be an active and open listener.
 - 7. be competent in social and public relations.
 - 8. be trained to mentor and committed to implementing the role effectively.
 - 9. be knowledgeable of human and other resources that can assist the new teacher.

- D. The committee will make recommendations to the superintendent based upon majority vote of the six (6) members.

- E. All appointments of the mentor teachers shall be:
 - 1. voluntary.
 - 2. for three (3) years unless either the mentor or mentee seeks severance of the appointment by written request to the superintendent or designee.

- F. Mentor teacher shall not be part of the evaluation process for their mentee.
- G. Mentor teacher shall receive an extra duty stipend (Schedule A) of \$1,500.00 per mentee for each year of service as a mentor. The mentor shall receive training as organized, offered, and selected by the Ypsilanti Public Schools. The mentor may request additional training. Granting of such requests shall be at the discretion of the Ypsilanti Public Schools.
- H. Mentor teachers may apply for professional development funds as specified in Section 1525 of PA 335 to conduct activities with their mentees. By way of example:
 - 1. Systems information
 - 2. Mustering of resources
 - 3. Instructional information
 - 4. Emotional support
 - 5. Advice on student management
 - 6. Advice on scheduling and planning
 - 7. Help with the classroom environment
 - 8. Demonstration teaching
 - 9. Coaching
 - 10. Advice on working with parents

APPENDIX F

INDIVIDUALIZED DEVELOPMENT PLAN (IDP)

Teacher's Name: _____

Administrator's Name: _____

List all target goals or outcomes and how/when the teacher will meet the chosen goals.

<u>Goal/Outcome</u>	<u>Method of Achieving</u>	s <u>Date Expected</u>
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Administrator's Signature: _____ Date: _____

Teacher's Signature: _____ Date: _____

Date of follow-up meeting: _____

APPENDIX G

Health Benefits-at-a-Glance

Community Blue PPO (Plan 1)	
In-Network	Out-of-Network

Preventive Services – Limited to \$250 per member per calendar year

Health Maintenance Exam	Covered – 100%, one per calendar year, includes select lab and diagnostic procedures	Not Covered
Annual Gynecological Exam	Covered – 100%, one per calendar year	Not Covered
Well-Baby and Child Care	Covered – 100% <ul style="list-style-type: none"> • 6 visits per year through age 1 • 2 visits per year, age 2 through age 3 • 1 visit per year, age 4 through 15 	Not Covered
Immunizations	Covered – 100%, up through age 16	Not Covered
Fecal Occult Blood Screening	Covered – 100%, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam	Covered – 100%, one per calendar year	Not Covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not Covered

Mammography

Mammography Screening	Covered – 100%	Covered – 80% after deductible
	One per calendar year, no age restrictions	

Physician Office Services

Office Visits	Covered - \$10 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered - \$10 copay	Covered – 80% after deductible, must be medically necessary

Emergency Medical Care

Hospital Emergency Room – approved diagnosis	Covered - \$50 copay, waived if admitted or for an accidental injury	Covered - \$50 copay, waived if admitted or for an accidental injury
Physician’s Office – approved diagnosis	Covered – 100%	Covered – 100%
Urgent Care Center	Covered - \$10 copay, waived if a medical emergency or accidental injury	Covered – 80% after deductible, waived if a medical emergency or accidental injury
Ambulance Services – medically necessary	Covered – 100%	Covered 100%

Diagnostic Services

Laboratory and Pathology Tests	Covered – 100%	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible
Radiation Therapy	Covered – 100%	Covered – 80% after deductible

Community Blue PPO (Plan 1)	
In-Network	Out-of-Network

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – 100%	Covered – 80% after deductible
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible
Hospital Care: Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100%	Covered – 80% after deductible
	Unlimited days	
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100%	Covered - 100%
	Up to 120 days per calendar year	
Home Health Care	Covered – 100%	Covered - 100%
	Unlimited visits	

Surgical Services

Surgery, including all related surgical services, anesthesia and surgical assistance	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

Human Organ Transplants

Liver, Heart, Lung, Pancreas and Heart-lung	Covered – 100%	Covered 80% after deductible
	Up to \$1 million maximum per transplant	
Bone Marrow	Covered – 100%	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Care	Covered – 100%	Covered 80% after deductible
Outpatient Mental Health Care	Facility and Clinic: Covered – 80% Physician's Office: Covered – 80%	Facility and Clinic: Covered – 80% Physician's Office: Covered – 80% after deductible
Outpatient Substance Abuse Care	Covered – 80%	Covered – 80% after deductible
	Up to the state dollar amount which is adjusted annually	

Community Blue PPO (Plan 1)	
In-Network	Out-of-Network

Other Services

Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy	Covered – 100%	Covered – 80% after deductible
	Up to 60 visits per calendar year	
Durable Medical Equipment	Covered – 100%	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 100%
Private Duty Nursing	Covered – 50%	Covered – 50%

Deductible, Copays and Dollar Maximums

Deductible	None	\$250 per member, \$500 family
Copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
<ul style="list-style-type: none"> • Fixed • Percent 	20% for mental health care, substance abuse care and 50% private duty nursing	20% for mental health care, substance abuse care and 50% private duty nursing – without a network, these services are covered at the in-network level
Copay Dollar Maximums	None	None
<ul style="list-style-type: none"> • Fixed • Percent – excludes mental health care, substance abuse care and private duty nursing 	Not Applicable	\$2,000 per member, \$4,000 family
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

Prescription Drug Coverage

Covered Services: <ul style="list-style-type: none"> • Federal-legend drugs • State-controlled drugs • Needles and syringes 	Traditional Rx Pharmacy (in Michigan): Copay - \$5/generic or \$10/brand name Non-Preferred or Non-PAID Pharmacy: 75% of approved amount less \$5/generic or \$10/brand name
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This is intended as an easy-to-read summary. It is not a contract. An official description of benefits is contained in applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.