MASTER AGREEMENT

Between the

ANN ARBOR BOARD OF EDUCATION

And

Association of School and Community Service Administrators

ASCSA

July 1, 2013
to
June 30, 2014

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MEMORANDUMS OF AGREEMENT

ARTICLE I

RECOGNITION

The Ann Arbor Board of Education, hereinafter called the "Employer", hereby recognizes the Association of School and Community Service Administrators, hereinafter called the "Association" or "ASCSA", as the exclusive bargaining representative, as defined in the Public Employment Relations Act of the Public Act of 1947, as amended, for all full-time and regularly scheduled part-time positions listed below, excluding all substitutes and all other employees of the Employer:

Category I:
Coordinators of:
- Autism
- Transitions
- Behavioral Interventions
- Literacy Programs
- Math/Science
- Fine Arts

Category II:
Coordinator of League/Team

Category III:
Physical Properties Supervisors

Category IV:
Coordinator of Federal, State & Local Programs
Supervisors of High School Athletics

Category V:
Network Manager
Operation Manager
Database Manager

Category VI:
Coordinator of Community Education
Supervisor of Administrative Services
HRS Program Supervisor
Manager of Purchasing/Warehouse
Supervisor of Transportations

Category VII:
Rec. Specialist (Team Sports, Cultural Arts, Enrichment, Instructional Programs)
Dispatcher
Routing Specialist
Coordinator of Intervention Program
Office Manager for SISS

Category VIII:
Cafeteria Manager
Supervisor of Officials

Category VIIII:
Equipment Manager

The Employer agrees to negotiation with the Association regarding new positions which fall in the ASCSA community of interest.

ARTICLE II

DEFINITIONS

In the application and interpretation of the provisions of this Agreement the following definitions shall apply:

A. Employer shall mean the Board of Education of the Ann Arbor Public Schools or its designee.

B. Association shall mean the representative(s) of the Bargaining Unit identified in Article I.

C. Employee, for purposes of the Agreement, shall mean a member of the bargaining unit.

D. Probationary employee for purposes of this Agreement shall mean an employee working in a bargaining unit position during his/her first calendar year of employment. Probationary employees will not be covered by the terms of this Master Agreement except as it relates to salary, sick leave, vacation, personal business leave and insurance benefits.

E. Superintendent shall mean Superintendent of Schools of the Ann Arbor Public Schools or his/her designated representative or designee.

F. Days, except when otherwise specifically defined, shall refer to calendar days.

G. Calendar days shall refer to all days which fall between and including the first day of the employee's work calendar and the last day of the employee's work calendar.

H. Leave days shall mean any or all vacation days, personal business days, and/or sick leave days.

ARTICLE III

NON-DISCRIMINATION

The Employer shall not, directly or indirectly, discriminate against any member of the Association with respect to hours, wages, terms or conditions of employment or application of the provisions of the Agreement or Employer policies by reason of race, religion, sex, national origin, political beliefs, age, height, weight, marital status, familial status, sexual orientation, disability or veteran status in accordance with applicable federal and state laws.

ARTICLE IV

MANAGEMENT RIGHTS

A. Except as specifically limited in this Agreement, the Employer retains the sole right to manage its business, including the rights:

1. To decide the number and location of its schools and other buildings and program areas (Establishments) and to open new ones and close or discontinue existing ones;

2. To determine, from time to time, the educational, recreational, and other programs, and the equipment and supplies for each Establishment;

3. To set, from time to time, the opening and closing days and hours of each Establishment and, correspondingly, the beginning and end of the regular shift of employees working at such Establishment;

4. To maintain order and efficiency in each Establishment and schedule work at each Establishment for employees not regularly assigned thereto;

5. To determine the number and classifications of its employees and to hire, lay off, assign, transfer, promote and discharge, or otherwise discipline employees;

6. To establish and enforce minimum qualifications and certification.

7. To establish and enforce work standards which shall be set on the basis of normal working conditions, the quality of workmanship to be accomplished and the normal working capacities of normal experienced employees;

8. To assign employees temporarily to work outside of their normal job classifications and to employ part-time workers or contract work out;

9. To make reasonable rules and regulations from time to time for the purpose of maintaining order, safety, and efficiency and, after notice to the Association and the employees, to require compliance therewith;

10. To assign overtime and, in emergencies, to call employees to work prior to their regularly scheduled starting time or to require work during normally scheduled rest or lunch. Emergency shall be defined as an unanticipated situation.

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

B. Terms and conditions of employment and other rules and regulations concerning employee conduct not provided for in the Agreement will be governed by the applicable rules and regulations of the Employer. Any revisions to the present rules and regulations shall not be inconsistent with the provisions of this Agreement and shall be implemented only after due notice to the Association. Such due notice may take place at the next scheduled problem solving meeting defined in Article XVIII of the Agreement.

C. The Employer and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules and regulations shall be adopted or revised

which shall violate any of the express terms of this Agreement.

The Association reserves the right to demand bargaining with respect to any mandatory subject for bargaining and nothing in this clause waives that right.

ARTICLE V

ASSOCIATION SECURITY

A. Membership, Dues, Fees and Deductions

1. The Association shall continue to admit all eligible employees to membership without discrimination on the basis of race, religion, sex, national origin, political beliefs, age, height, weight, marital status, familial status, sexual orientation, disability or veteran status.

2. Membership in the Association is not compulsory. Employees have the right to join or not join, maintain or drop membership in the Association.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition

1. A grievance, for the purposes of this Agreement, shall be defined as an alleged violation of the expressed terms and conditions of this contract. Any member of the bargaining unit who has been directly affected by an alleged violation of the contract may file a grievance.

2. The following items shall not be subject to the grievance procedure:

   a. Interpretation of federal, state, or local statutes, common law, or rules and regulations established by a federal or state administrative agency;

   b. The content or merits of an evaluation; or

   c. Non-renewal or non-reappointment of a probationary employee.

B. Procedure

1. The Employer designates the immediate supervisor of the Grievant, or in the case of absence the supervisor's designee, to receive grievances at Level One as hereinafter described and the Superintendent, or designated representative, to receive grievances at Level Four as hereinafter described.

2. Written grievances as required herein shall contain the following:

   a. It shall be signed by the grievant or grievants;

b. It shall be specific;

c. It shall cite the section or subsection of this Agreement alleged to have been violated;

d. It shall contain the date(s) of the alleged violation;

e. It shall specify the relief requested.

3. Level One

a. A grievant alleging a violation of the express provisions of this Agreement shall, within fourteen (14) days of its alleged occurrence or within fourteen (14) days of when the alleged violation could reasonably have been known, make arrangements with the designated individual to discuss the grievance orally in an attempt to resolve same.

b. If no mutually satisfactory resolution is obtained within seven (7) days of the oral discussion, the grievant shall have an additional seven (7) days to reduce the grievance to writing and deliver it to the designated individual with a copy to the Office of Human Resource Services.

4. Level Two

If the employee does not receive an answer within seven (7) days thereafter, or if the written answer is contested, the Association may, within fourteen (14) days of the date on which the written grievance was submitted to the Level One designated individual, request a hearing with the Assistant Superintendent for Human Resource and Legal Services or his/her designee. Such a hearing will be held within fourteen (14) days of the request and a written response will be given within fourteen (14) days of the hearing.

5. Level Three

a. If the Association is not satisfied with the decision at Level Two, or if no decision has been delivered within the time allowed, written notice of demand for non-binding arbitration before an impartial arbitrator shall be delivered to the American Arbitration Association and the Office of Human Resource Services within ten (10) calendar days thereafter.

b. The arbitrator shall be selected in accordance with Labor Arbitration rules established by the American Arbitration Association.

c. Cases being arbitrated shall be conducted in accordance with Labor Arbitration rules established by the American Arbitration Association.

d. The recommendation of the arbitrator will not be binding on the parties except in cases involving the termination of an employee.

e. The arbitrator shall have no power to make recommendations which alter, add to or subtract from the terms of this Agreement or to decide any issue not constituting a grievance.

The arbitrator is not empowered to issue a recommendation on the following matters:

1) Interpretation of federal, state, or local statutes, common law, or rules and regulations established by a federal or state administrative agency;

2) The content or merits of an evaluation; or

3) Termination or non-reappointment of a probationary employee.

f. The arbitrator shall render his/her recommendation in accordance with the rules of the American Arbitration Association.

g. The filing fee for arbitration shall be paid by the Association. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Association.

6. Level Four

A copy of the written grievance and arbitrator's recommendation shall be filed with the Superintendent, or designated agent, as specified in Paragraph B-1 of this article, with the position of the Association regarding the arbitrator's decision. Within seven (7) days of receipt of the grievance, the Superintendent, or designated agent, shall arrange a meeting with the grievant and the designated Association representative, to discuss the grievance. Within seven (7) days of the meeting, the Superintendent, or designated agent, shall render a decision in writing, transmitting a copy of same to the grievant, Association, and Office of Human Resource Services.

C. General Grievance Provisions

1. Any individual employee may present grievances to his/her supervisor and have the grievances adjusted, without intervention of the Association, provided that the Association has been given an opportunity to have a representative present at such adjustment and the Office of Human Resource Services concurs with the resolution. If the adjustment is inconsistent with the terms of this collective bargaining agreement, the grievant may appeal that decision at the step of the grievance procedure immediately following the step where the adjustment was attempted.

2. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision of a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step. However, the time limits specified in this procedure may be extended by written mutual agreement between the parties.

3. Any conference which may be held under the grievance procedure shall be conducted before or after school hours, except where mutually agreed to the contrary. In the event that a conference or hearing under the grievance procedure is held during school hours, each employee who is a party or witness shall be excused from his/her regular duties, with pay, to attend such a conference or hearing.

4. If any party is to have legal counsel present, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.

5. It is understood by the parties that when a grievance is filed by a member of ASCSA against a supervisor who is also a member of ASCSA, the supervisor will be represented by

the Employer if a non-bargaining unit supervisor within the department is not available or appropriate.

ARTICLE VII

EVALUATION

A. The purpose of evaluation for probationary employees is to assess their performance in judging whether the employee should be placed in a continuing employment status.

B. The purpose of evaluation for continuing employees is to:

1) Assist and encourage employees in improving their skills and performance.

2) Assess performance of those receiving promotions or new placements.

3) Assess performance where there is a concern about performance that may lead to a Performance Improvement Plan or a recommendation for termination for unsatisfactory performance.

C. Evaluations will be conducted as required by law.

D. Evaluations shall be conducted by the employee's immediate supervisor or other administrator. If the evaluator is other than the employee's immediate supervisor, the Employer shall, as soon as possible, notify the employee to be evaluated who his/her evaluator is to be. If there is to be more than one evaluator, the employee shall be notified of the role of each evaluator.

E. The criteria and format for evaluation will be determined by the Employer. If a new instrument is developed, all employees shall receive a copy of the evaluation document thirty (30) days prior to its implementation.

F. All evaluations shall be in writing and an opportunity will be offered to the employee to review the evaluation with the evaluator. All evaluations citing deficiencies (less than satisfactory performance) shall include recommendations as to how the performance of the employee can be improved. All employees shall receive a copy of their evaluation.

G. When an employee does not agree with his/her evaluation, the employee shall be given the opportunity to attach a written statement to the evaluation. This statement shall be signed by the employee.

H. Each evaluation shall include the statement:

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

I. Evaluations, where applicable, will include input from other appropriate District employees.

J. The contents of employee evaluations shall not be subject to the grievance procedure.

ARTICLE VIII

DUE PROCESS

A. Disciplinary Action

1. No employee shall be disciplined, demoted for disciplinary reasons, suspended, or discharged without reason and due process.

2. An employee will not be suspended without pay, demoted for disciplinary reasons, or discharged unless:

   a. Reasons are communicated to the employee immediately and are given in writing within seven (7) days.

   b. A hearing has been offered to the employee by the Superintendent or his/her designee. It is understood that the hearing before the Superintendent or his/her designee may occur after such suspension has been effected, but within fourteen (14) days of the suspension.

3. It is understood by the parties that discipline for a first offense may include discharge.

4. Nothing in this provision will prohibit the Employer from taking immediate disciplinary action, including suspension.

B. Unsatisfactory Performance

1. If it is determined that an employee is performing at less than a satisfactory level, the Employer agrees to complete the following steps:

   a. Review with the employee his/her job responsibilities noting specifically, and in writing, the areas of unsatisfactory performance. This review will include written recommendations for changes or improvements needed in the employee's performance.

   b. Develop an improvement plan with opportunity for the employee to provide input.

   c. Provide a timetable by which recommended changes or improvements shall be effected.

   d. If notice of non-renewal of a contract is given, a meeting with the Employer will be held upon request of the employee.

2. An employee may, at his/her option, be accompanied by a representative of the Association and/or his/her attorney at any hearing and/or steps a, b and c in B-1 above.

3. If either party intends to have outside legal counsel present, 48 hours notice will be given to the other party prior to the hearing

ARTICLE IX

INDIVIDUAL CONTRACTS

A. Employees will be on probation during their first year of employment in a bargaining unit position. Probationary employees will not be covered by the terms of this Master Agreement except as it relates to salary, sick leave, vacation, personal business leave and insurance benefits. Employees who serve in an acting capacity for one year, and have a satisfactory evaluation, may have their probationary period of employment waived.

B. Individual contracts will be issued to employees.

C. It is recognized that no bargaining unit member shall have or acquire tenure in any bargaining unit position.

D. It is understood by the parties that this Master Agreement shall supersede any individual contracts issued to members of the bargaining unit.

E. An individual contract shall be for one (1) year.

F. Written notice of non-renewal of a contract shall be provided to the employee at least ninety (90) calendar days prior to the termination date of the contract.

ARTICLE X

REDUCTION IN PERSONNEL

A. Position Elimination

1. It is the reserved right of the Employer to reduce the number of employees and/or eliminate positions as it deems appropriate. In the event the Employer considers layoff and/or the elimination of a position, the contemplated action will be discussed with the Association prior to implementation.

2. In the event an employee 's position is eliminated the Employer shall make reasonable efforts to give the employee preference for other vacant positions for which he/she is certified and qualified.

3. The procedure for layoff and/or position elimination shall be determined by the Employer except as specifically limited by this Agreement. The Employer shall provide a minimum of ninety (90) calendar days notice of layoff.

   In the event an employee is laid off, he/she shall have recall rights equal to eighteen (18) months from date of layoff to the position from which they are laid off, or another position for which they are qualified. In the event of layoff, employees will be considered for teaching position for which they are certified and qualified.

4. In the event the elimination of a position is being seriously considered, or the Employer is contemplating not filling a vacancy, the Employer shall meet with the Association for the purpose of reviewing the reasons for such consideration and studying an alternative(s). Prior to or after such a meeting, the Association may submit to the Deputy Superintendent for Administrative Services a written summary of information and recommendations which may be pertinent to the considered elimination of the

position or not filling the position.

The study of alternative(s) and the Association's written summary of information and recommendations may include but is not limited to:

•Hourly expenditures which relate to work in the bargaining unit
•Part time positions
•Other vacancies
•Acting positions
•Voluntary unpaid furlough(s)
•Attrition within the bargaining unit

5. Individuals who collect unemployment compensation during a period that they are not normally employed will be expected to repay the District if they are recalled to employment with the District.

6. Bargaining unit positions will not be filled by hourly personnel for more than six months. This provision shall not limit the Employer's right to use substitutes for a bargaining unit member who is on leave or to contract work out.

The Employer will consult with the Association prior to extending an acting/interim appointment beyond one year.

B. Responsibilities and Compensation Review

1. In the event the duties and responsibilities of two or more positions are combined, the Association and the Employer will meet for the purpose of reviewing the total workload and responsibilities and agreeing on an appropriate level of compensation for the position. This review will take place in accordance with the procedures defined in Article XVIII.

2. In conducting the review described in #1 above, the Employer and Association, using classification and compensation criteria which are mutually agreed upon, will determine appropriate compensation or placement on the salary schedule. Review decision will be made within 30 days of request. If the review results in a higher rate of pay, such increase will be retroactive to the 30 day deadline.

3. The supervisor and employee shall meet periodically and at least twice during the first one hundred eighty days (180) of the new assignment to review workload and/or the effectiveness of the combined duties and responsibilities.

ARTICLE XI

VACANCIES

Whenever a vacancy in a position covered by this agreement occurs, the Employer shall post the position for a minimum of seven (7) calendar days. The Employer may, with timely consultation with the Association, shorten this posting period.

ARTICLE XII

COMPENSATION

A. Step Placement

1. Employees hired prior to January 1 shall be entitled to receive a step increase within the appropriate classification the following July 1.

2. Newly hired employees shall be placed on the salary schedule as determined by the Employer. The Employer agrees to meet with the Association if a newly hired employee is placed on a step higher than step 3.

   Salary steps will be frozen for 2013/2014

B. New Positions

1. In the event either party disagrees with the placement of a newly created position, or a change in job duties, a request can be made by either party to meet for the purpose of reviewing the proposed change(s) or placement(s).

2. The first meeting to review a newly created position, or change in job duties, will take place within 14 days of the request for the meeting.

3. If the Board and the Association are unable to reach agreement on any position in dispute within 21 days of the first meeting, resolution may be sought through the offices of the Michigan Employment Relations Commission.

ARTICLE XIII

WORK YEAR, VACATION, AND HOLIDAYS

A. A twelve month employee shall normally:

1. Be employed from July 1 through June 30

2. Receive twenty (20) days of paid vacation per year, and

3. Employees will not be required to perform service on: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, New Year's Day, Memorial Day and the Fourth of July.

B. A ten month employee shall normally:

1. Report for work ten work days prior to the first day of work for classroom teachers, work five days after the last day of work for classroom teachers, and work five additional days as scheduled by the employee's supervisor when school is not in session for students.

2. The total number of paid days shall be 213 and shall include the following paid holidays:

Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, New Year's Day, and Memorial Day.

The total number of work days in the work year shall be 205 days and shall not include the following days: the Friday before Labor Day, Winter (December) Break, Mid-winter Break and Spring Break.

C. A nine month employee shall normally:

1. Work five (5) days before the first teacher work day of the school year and end on the last day of school. The Employer may schedule the five (5) work days at the beginning of the year at any time during the two (2) week calendar period prior to the first teacher work day of the school year. In years when the next school year's calendar has been established, employees will be informed of the next year's schedule on or before the last day of work of the current work year. If an employee is required to work more than the above-mentioned five (5) days prior to the first teacher work day, he/she shall be paid at his/her daily rate for each such day.

2. The total number of paid days shall be 196 and shall include the following paid holidays: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, New Year's Day, and Memorial Day.

   The total number of work days in the work year shall be 188 days and shall not include the following days: the Wednesday before Thanksgiving, Winter (December) Break, Mid-winter Break, Martin Luther King Day and Spring Break.

E. Employees who earn vacation are expected to request vacation time during the year which will cause the least disruption to their particular operation. A supervisor may deny a request for vacation if it is deemed necessary.

F. Vacation time must be used within one (1) year after the fiscal year it is earned and may not be used before it is earned.

G. In order to receive pay for a paid holiday, an employee must be on payroll the last working day before and the first working day following the paid holiday.

H. The above holidays shall be considered holidays only if school is not in session. If a holiday falls on Saturday, Friday shall be considered as the holiday. If a holiday falls on Sunday, Monday shall be considered as the holiday.

I. In the years when a school year calendar has been established, less than twelve month employees will be informed prior to July 1 of their work year schedule including paid holidays.

ARTICLE XIV

LEAVE DAYS AND LEAVE OF ABSENCE

A. Accumulation

1. Employees hired before January 1, 2004 shall be entitled to accumulate sick leave at the rate of:

   1.0 day per month through ten (10) years of service;
   1.5 days per month from eleven (11) through twenty (20) years of service;
   2.0 days per month from twenty-one (21) years of service for employees currently receiving this benefit.

2. Employees hired on or after January 1, 2004 shall be entitled to accumulate sick leave at the rate of 1.0 day per month.

3. Sick leave is cumulative up to 200 days. Sick leave will be credited July 1 of each year in anticipation of completion of that year. An employee who does not complete the year will have his/her days prorated.

4. Employees may use their accumulated sick leave until they qualify for long term disability or until their accumulation is exhausted, whichever is sooner.

B. Sick Leave Use

1. Sick leave may be used in full or half-day increments.

2. Sick leave may be used by an employee in the event of personal illness or injury, temporary disability (could include pregnancy), or for illness or injury to others for whom they have a "direct and continuing responsibility". The Human Resource Services Office may, under extenuating circumstances, approve exceptions to this definition.

3. Up to six (6) weeks of sick leave may be used for the child care, birth or adoption of a child to the employee or to a member of his/her immediate family who resides in the employee's household. Leaves in excess of six (6) weeks shall be granted with verification from a healthcare provider and otherwise may be granted by the Deputy Superintendent of Administrative Services.

4. Sick leave cannot be used for child care, birth, or adoption of a child of a member of the immediate family, as defined in two above, who do not reside in the employee's household. Exception may be made by the Human Resource Services Office.

5. A verification of illness from a physician may be required for absences immediately before or after a holiday or vacation period, after use of three (3) consecutive sick days, after use of five (5) sick days in any fiscal year, or when there is reason to suspect abuse. In any case in which the Employer has reason to doubt the validity of the healthcare provider's statement or certification the Employer may, at its own expense, require a second and third opinion utilizing the procedures set forth under the FMLA to resolve the issue.

6. Employees who exhaust their sick leave, may apply for an unpaid leave of absence. Leave

days taken beyond accumulated sick leave and not under an approved leave of absence, will result in progressive discipline which may lead to termination.

C. Religious Observance

Employees may use leave days for the purpose of religious observances.

D. Bereavement Leave

Leave days may be used by an employee for attendance at the funeral of a member of the immediate family. For purposes of funeral leave, "immediate family" shall be defined as the employee's spouse, children, parents or foster parents, brothers, sisters, grandparents, and parents-in-law. The Human Resource Services Office may, under extenuating circumstances, approve exceptions to this definition.

E. Donation of Days

Subject to the joint approval of the Human Resource Services Office and the Association, an employee may give up to ten (10) days per fiscal year to another employee in order to assist a bargaining unit member who lacks sufficient leave time (sick, personal business and vacation). Approval to receive donated days will be granted only for serious illness or disability of the employee, the employee's immediate family, or persons for whom the employee has direct and continuing responsibility.

F. Personal Business

1. Each employee shall be allowed, in addition to sick leave, two (2) personal business days per year, for personal business which cannot be done outside the normal work day. The employee, except in emergencies, shall request use of a personal business day from his/her supervisor at least forty-eight (48) hours (2 work days) in advance of his/her intent to take a personal business day. Full or half days may be used for personal business. Personal business days may not be used on a day immediately before or after a holiday, vacation period, or during the first or last week of the school year, except in cases of provable emergency. Except for emergencies, prior written approval must be received from the Human Resource Services Office. Unused personal business days will be credited to accrued sick days at the end of the school year.

2. Personal business days may not be used for vacation or random leisure.

G. Unpaid Leave of Absence

1. In addition to the right to take a leave of absence under the Family and Medical Leave Act, leaves of absence without pay or other benefits may be granted to employees who have been with the District more than two (2) years for:

   a. Serving in any elected or appointed positions.
   b. Illness/disability (physical or mental) beyond accumulated sick leave.
   c Prolonged illness in the immediate family, as defined in this article, beyond accumulated sick leave.
   d. Parental/child care.
   e. Education leaves
   f. Other suitable cases approved by the Employer.

2. Unpaid leaves of absence may be granted for up to one (1) year.

3. The employee will be returned to his/her former assignment only if the position is available. If the position is not available, the employee will be placed in the first available position from which he/she took the leave. An employee may not bump another employee in order to be placed upon return from an unpaid leave of absence. If the employee returns to work within ninety (90) calendar days of commencement of the unpaid leave of absence, the Employer agrees to return the employee to his/her same position, if it continues to exist.

   The Employer will comply with reinstatement obligations in effect under the Family and Medical Leave Act.

ARTICLE XV

INSURANCE

A. Health Care Benefits

The Health Care Insurance provided shall be the **Priority HMO Plan** $10/40 co-pay prescription drug rider, with contraceptives and mail order prescription drug program (single co-pay), $20 copay for office visits, and $50 co-pay for emergency room visits.

Each eligible employee may choose to purchase, at his/her own expense, the **Blue Care Network HMO** Plan with a $10/40 co-pay prescription drug rider, with contraceptives and mail order prescription drug program (single co-pay), $20 co-pay for office visits, and $50 copay for emergency room visits at a cost **$105.91 per pay from September-June**,

or the **Blue Cross Blue Shield of Michigan Community Blue PPO Employer Plan A** with a $100/$200 deductible, $500/$1000 stop loss, 90% in network coverage, the preferred $15/30 co-pay prescription drug rider, with contraceptives and mail order prescription drug program (single co-pay), $20 copay for office visits, and $50 co-pay for emergency room visits at a cost of **$276.72 per pay from September-June**,

or the **Blue Cross Blue Shield of Michigan Community Blue PPO Employer Plan B** with no in network deductibles, the preferred $10/20 co-pay prescription drug rider, with contraceptives and mail order prescription drug program (single co-pay), $10 co-pay for office visits, and $50 copay for emergency room visits for a cost of **$391.26 per pay from September-June**,

or **Blue Cross Blue Shield of Michigan Community Blue PPO Employer Plan C** with no $250/$500 deductible, $1000/$2000 stop loss, 100% in network coverage, the preferred $10/40 co-pay prescription drug rider, with contraceptives and mail order prescription drug program (single co-pay), $30 co-pay for office visits, and $100 copay for emergency room visits for a cost of **$133.31 per pay from September-June**.

The **employee contribution** for all plans will be **$1000** plus any additional buy up cost as outlined above. The buy up amounts will be adjusted annually based on the rates determined by Blue Care Network and Blue Cross Blue Shield.

B. Dental Care Benefits

The Board agrees to provide the premium for up to full family dental insurance with an orthodontic rider.

C. Life Insurance

The Board agrees to provide the premium for life insurance and accidental death and dismemberment up to $35,000.00. Individuals who receive $50,000.00 life insurance as of the signing of the contract will be permitted to retain this level of coverage.

D. Long-Term Disability

The Board agrees to provide the premium for a long-term disability plan.

As is allowed and defined by the Internal Revenue Service Code, the Employer will provide the option of Employer paid or employee paid Long Term Disability.

E. In Lieu of Health Care Insurance

Any employee who does not choose the Health Care Insurance in paragraph A above, shall be entitled to choose one of the following options:

1. $1000 placed in a Section 125 medical reimbursement account, or
2. $50,000 life insurance instead of $35,000 life insurance, or
3. Short Term Disability Insurance.

F. Double Coverage

Coordinators and their families who are insured with medical and/or dental plans through their spouse shall not be entitled to medical and/or dental coverage through the Board. Coordinators who maintain, at the cost of the Board, insurance coverage in excess of that to which they are entitled by marital and family status shall be subject to recovery of the excessive premium costs through payroll deduction.

If any employee is insured by the Employer for health and/or dental insurance in excess of that to which he/she is entitled and fails, within a reasonable time (normally 30 days) to make proper amendments to his/her coverage, he/she shall be liable for the difference in such premiums retroactive to the date the change should have occurred.

G. Eligibility - Hours Required

Coordinators must work a minimum of twenty (20) hours per week in order to be eligible for fringe benefits.

H. Right to Change Carrier

The Employer reserves the right to change the carrier(s), the plan(s), and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

I. Additional Coverage

The Board shall provide the appropriate services to allow employees to make payments with non-taxable salary for dependent care and medical reimbursement expenses as provided and defined by the Internal Revenue Service Code, Section 125 ("cafeteria plan") to allow employees the option of Board paid or employee paid long term disability insurance.

The Board may establish a monthly service fee to cover the cost of administering this benefit.

Participation shall be in accordance with rules jointly developed by the Employer and the Association.

ARTICLE XVI

MISCELLANEOUS BENEFITS

A. Community Education and Recreation Classes

Employees may enroll in any one established course of his/her choice per semester in the Ann Arbor Public Schools Community Education and Recreation program on a non-fee basis.

B. Tax Sheltered Annuity

The Employer agrees to provide the opportunity for employees to participate in one of the tax sheltered annuity programs currently offered by the Employer.

C. Separation Pay

Employees who were members of the bargaining unit represented by ASCSA on June 30, 2003 shall receive, upon retirement or separation from the Ann Arbor Public Schools 1.35% of their current salary for every year of employment in the District up to and including June 30, 2003. In case of death of an employee prior to retirement, this benefit will be paid to the employee's beneficiary or estate.

D. Mileage Reimbursement

For authorized or required school business employees shall be reimbursed at the maximum rate allowable by the Internal Revenue Service.

E. Martin Luther King Day

Employees are encouraged to attend available programs commemorating MLK day. Employees may, on an individual basis, arrange with their supervisor to attend a specific program on a day other than MLK day. Upon request, the employee will provide documentation for the activity.

ARTICLE XVII

WORKERS' COMPENSATION

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

A. The benefit for which he/she is eligible under the Act with no deduction from sick days.

B. The benefit for which he/she is eligible under the Act supplemented by the difference necessary to equal his/her regular salary which difference shall be charged against his/her accumulated sick leave days on a prorated basis. This difference shall be paid until such time as the accumulated sick leave days are used up.

ARTICLE XVIII

PROBLEM SOLVING

The parties agree to meet at least four (4) times per contract year, in February, May, August, and November, for the purpose of reviewing the implementation of this Master Agreement and of resolving problems which may arise. Additional meetings may be scheduled by mutual consent. It is the intent of both parties that a mutual problem solving process will be used in these meetings.

Agenda items may include compensation and job reviews associated with positions which have been modified and/or merged with another position through administrative reorganization.

ARTICLE XIX

AFFIRMATIVE ACTION

The parties agree that diversity in public education is desirable. The Board and the Association will work together towards diversity in the unit as allowed by law.

ARTICLE XX

NEGOTIATION PROCEDURES

Negotiations between the parties for the purpose of entering into a successor Agreement shall commence at least sixty (60) days prior to the expiration date of this Agreement. It is recognized by the parties that no final agreement between them may be executed without ratification by the Board and by the Association.

ARTICLE XXI

NO STRIKE CLAUSE

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

ARTICLE XXII

EXTENT OF AGREEMENT

A. This agreement shall constitute the entire agreement between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.

B. This agreement shall supersede any rules and regulations of the Employer which are contrary to the expressed provisions of this agreement.

ARTICLE XXIII

SEVERABILITY CLAUSE

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

ARTICLE XXIV

DURATION OF AGREEMENT

This Agreement shall be in effect from July 1, 2013 through June 30, 2014.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS THIS DATE AND YEAR:

_____	_____
Deb Mexicotte, Board President	Sean Williams, Chief Negotiator
_____	
Patricia P. Green, Superintendent	
_____	
David Comsa, Deputy Superintendent HR/General Counsel Chief Negotiator	
_____	_____
Date	Date

2013-2014 Salary Schedule

3% Reduction over 2012/2013 Through Furlough Days**

** Those employees eligible for movement on the step schedule will receive a one -time off-schedule payment equal to approximately ½ step. The position of Supervisor of Athletics will not be required to take Furlough Days, however, that position is not eligible for the off-schedule payment.

Category	Months	Position	1	2	3	4	5	6
I	12*	Autism Coordinator	81,412	82,650	83,878	86,142	87,395	88,923
	220 day academic calendar	Transitions Coordinator						
		Coordinator of Literacy Programs						
		Coordinator of Math/Science						
		Coordinator of Fine Arts						
		Coordinator of Behavioral Interventions						
II	12	Coordinator League/Team	79,009	80,196	81,404	82,622	84,898	86,094
III	12	Physical Properties Supervisor	73,196	74,660	76,155	77,674	79,230	80,815
IV	12	Purchasing Agent	66,819	67,595	69,804	71,334	72,899	74,167
	12	Suprv. Finance						
	10	Suprv. Athletics	68,391	69,185	71,446	73,012	74,614	75,912
	10	Coord. Fed,State,Local						
		Programs						
V	12	Operations Mgr.	59,884	61,218	62,556	63,936	67,247	68,409
	12	Network Manager						
	12	Database Manager						
VI	12	Supr. Transp.	58,667	59,965	61,288	62,647	64,897	66,029
	12	Coor. Com. Ed.						
	12	Supr. Adm. Serv.						
	12	Purch.Warehouse						
	12	HRS Program Supv						
VII	12	Rec. Spec.	50,961	52,074	53,226	54,399	55,742	56,718
	12	Dispatcher						
	12	SISS Office Mgr						
	12	Routing Specialist						
	12	Coor. Intervention Program						
VIII	9	Cafeteria Mgr.	33,536	34,539	34,485	36,637	37,691	38,864
	12	Supv. of Officials	33,800	34,810	35,853	36,925	37,987	39,169
IX	12	Equipment Mgr.	30,929	32,094	33,065	34,057	35,636	36,708
X	12	Business Partner Coord	43,966					

2014/2015 Salary Schedule

The parties agree to a wage and fringe benefits re-opener for 2014-2015.

Memorandum of Agreement
between
The Ann Arbor Public Schools
and
The Association of School and Community Service Administrators

COORDINATION OF BENEFITS

The parties agree that if the Employer pilots a coordination of benefits program for non-teaching staff, the members of ASCSA shall be included in such pilot program.

_____	_____
Mary Hurst	Robert Galardi
For the Association	For the Board
_____	_____
Date	Date