

ARTICLE 1

AGREEMENT

This agreement is entered into effective September 14, 2011 by and between the Ann Arbor Board of Education, hereinafter called the "Employer" and the Ann Arbor Education Association of Paraeducators, hereinafter called AAEA/P or the "Association".

ARTICLE 2

RECOGNITION

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

ARTICLE 3

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, childcare, and other programs, and the equipment and supplies for each establishment;
 - 3. To set, from time to time, the opening and closing days and hours of each establishment and, correspondingly, the beginning and end of the regular shift of employees working at such establishment;
 - 4. To maintain order and efficiency in each establishment and schedule work at each establishment for employees not regularly assigned thereto;
 - 5. To determine the number and classifications of its employees and to hire, lay off, assign, transfer, promote and discharge or otherwise discipline employees;
 - 6. To establish and enforce work standards which shall be set on the basis of normal working conditions, the quality of workmanship to be accomplished and the normal working capacities of normal experienced employees;

7. To assign employees temporarily to work outside of their normal job classifications and to employ part-time workers. Before said assignment is made however, the Employer shall first meet with the Association to discuss the matter.

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

8. To make reasonable rules and regulations from time to time for the purpose of maintaining order, safety, and efficiency and, after notice to the Association and the employees, to require compliance therewith;
 9. To assign overtime and, in emergencies, to call employees to work prior to their regularly scheduled starting time or to require work during normally scheduled rest or lunch periods. Emergency shall be defined as an unanticipated situation.
- B. Terms and conditions of employment and other rules and regulations concerning employee conduct not provided for in this Agreement will be governed by the applicable rules and regulations of the Board. Any revisions to the present disciplinary rules and regulations shall not be inconsistent with the provisions of this Agreement and shall be implemented only after due notice to the Association.
- C. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules and regulations shall be adopted or revised which shall violate any of the express terms of this Agreement.

ARTICLE 4

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misinterpretation, or misapplication of the express terms of this Agreement. A grievance may be filed by a directly affected employee, or a group of employees, or on behalf of the Association
- B. All grievances must contain the following items:
1. The provision allegedly violated;
 2. The date of the alleged violation;
 3. A description of the incident or occurrence giving rise to the grievance;
 4. A statement of how the employee' contractual rights were allegedly violated by the Employer's action and the relief sought;
 5. A list of those witnesses having personal first hand knowledge of the incident or occurrence giving rise to the grievance;
 6. The signature of the grievant(s) or a representative of the Association.
- C. Procedure

Employees are encouraged to discuss concerns informally with their immediate supervisor. If this does not result in a prompt resolution and the employee (hereinafter also called the grievant) desires to invoke the grievance procedure, he/she shall proceed as described in the following paragraphs.

1. Level 1

Written notice of the grievance shall be delivered to the appropriate administrator, the representative for Administrative Services, and the Association within fourteen (14) calendar days after the date on which the alleged grievance occurred, or on which the grievant first learned or should have learned of its occurrence. Within fourteen (14) calendar days of receipt of such notice, the appropriate administrator shall meet with the grievant and representatives of the Association in an effort to settle the grievance. The administrator shall deliver a decision in writing to the Association's representative and the grievant within fourteen (14) calendar days after such meeting.

2. Level 2

If the Association is not satisfied with the decision of the appropriate administrator, or if no decision has been delivered in the time allowed in Section 1, written notice of appeal signed by a representative of the Association shall be delivered to the Superintendent or his/her designee within ten (10) calendar days thereafter. Within fourteen (14) calendar days of receipt of such notice, the Superintendent or his/her designee shall meet with the grievant and a representative of the Association in an effort to settle the grievance. The Superintendent or his/her designee shall deliver his/her decision in writing to the grievant and the Association's representative within fourteen (14) calendar days after such meeting.

3. Timelines

When the representatives of the Employer and the Association agree that a delay in the resolution to a grievance would create a harmful situation or make the problem more difficult, they may waive the above timelines and immediately meet to seek a prompt resolution.

4. Arbitration

If the Association is not satisfied with the decision of the appropriate administrator, or if no decision is delivered in the time allowed in Section 2, written notice of a Demand for Arbitration shall be delivered to the Board's Deputy Superintendent for Administrative Services within thirty (30) calendar days thereafter. Within ten (10) calendar days of receipt of such Demand, the Deputy Superintendent for Administrative Services shall communicate with the Association's designated representative in an effort to mutually select an arbitrator to hear the matter. If the parties cannot agree within such ten day period, the Association shall have ten (10) calendar days to file its Demand for Arbitration with the American Arbitration Association ("AAA") with a copy to the Board's Deputy Superintendent for Administrative Services. Thereafter, the appointment of the arbitrator and the arbitration proceeding shall be conducted in accordance with the procedures of AAA.

5. The rules and regulations of the American Arbitration Association shall be followed by the parties and the arbitrators whenever applicable. Where there is no specific contract

language, the arbitrator shall not substitute his/her judgment for that of the Board or its designee. The arbitrator shall have no authority to alter, add to, or subtract from the terms of this agreement. In addition, the arbitrator may not rule on cases involving interpretation of law, evaluation, or the termination of probationary employees. The award of the arbitrator binds both parties. The parties shall share the fee and expenses of the arbitrator equally.

- D. All days in this provision shall mean calendar days. Vacation periods during the school year or holidays during the summer shall not count as days for purposes of this article.
- E. If the Association fails to abide by the time lines set forth, the grievance shall be deemed settled with the last Employer position filed. If the Employer fails to abide by the time lines, the Association may appeal to the next step in the procedure.
- F. Time limits may be extended by mutual agreement.

ARTICLE 5

ASSOCIATION RIGHTS

A. Special Conferences

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

B. Bulletin Board and School Mail

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

C. Use of Facilities

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

D. Association Representation

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

E. Access to Information

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

Copies of this agreement shall be printed at the expense of the Employer and provided to all bargaining unit members now employed or hereinafter employed. The Employer shall provide the Association with fifteen (15) additional copies of this agreement.

F. Association Leave

The parties agree that Association leadership is an integral part of resolving conflicts regarding employment issues, providing representation for members in various meetings with the administrators, and reaching agreement on local contracts. The Employer also recognizes that the leadership has responsibilities to the organization from time to time. To those ends, the Employer shall permit the Association President or his/her designee release time of eight (8) hours per month for handling these and other such tasks. However, the time cannot exceed eight (8) hours in any given month unless there is mutual agreement with the administrative supervisor that the absence will not interfere with the educational process. This time will be permitted after first obtaining permission from his/her administrative supervisor prior to leaving the work site on Association business and notifying the administrative supervisor at the destination. The Association representative will also contact the Office of the Deputy Superintendent for Administrative Services to log in the amount of time used on each occasion.

G. Association Security

1. Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on nor discriminate against any employee in such matters.
2. All employees in the bargaining unit recognized by this contract shall, pay the Association, the employee's exclusive collective bargaining representative, either dues or service fees, commencing 60 days following their last date of hire.
3. If any provisions of the article are invalid under Federal Law or Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal, State, and Local Law or shall be renegotiated for the purpose of adequate replacement.
4. Dues/Service Fee Deduction
 - a. The Employer agrees to deduct from the pay of any employee dues or service fees, provided the Association presents an authorization to the Employer, signed by the employee, allowing such deductions and payments to the Association.
 - b. Payroll deductions shall be taken in twenty (20) equal deductions beginning with the second paycheck in September and continuing through the twentieth (20th) consecutive paycheck. Employees for whom deductions are commenced after

the beginning of the school year will have their deductions prorated over the remaining paychecks in the dues deduction period for that year.

- c. The amount of deductions for a year will be certified to the Employer by the Association by August 1 of that year. Deductions for a specific paycheck will only be made if the authorization of fee payer notification is received by the Employer at least ten (10) days prior to that pay date. It shall be the responsibility of the Association to collect dues from those individuals whose authorizations or fee payer notice are not received by the deadline.
 - d. The Employer agrees to remit to the Association all monies deducted accompanied by an alphabetized list of employees from whom deductions have been made.
 - e. It shall be the responsibility of the Association to return duplicate or overpayments to an employee. It shall be the responsibility of the Association to handle all complaints and demands for refund by an employee.
 - f. Any special assessments or penalties imposed by the Association upon its members shall be collected by the Association.
 - g. Service fees shall be determined by the Michigan Education Association in accordance with the law and Federal Court decisions, and shall be reported by the Association as provided in Section 4(c) above.
 - h. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken for the purpose of compliance with the provisions of this article.
5. The Employer shall provide each employee immediately upon employment a copy of the Master Agreement and an information packet provided by the Association. The Employer shall provide the Association with the name and assignment of each new employee within ten (10) workdays of employment.

ARTICLE 6

EVALUATION

- A. Evaluation of employees may be conducted as determined by the Employer.
- B. If an evaluation is to be conducted, the employee will be given a copy of the Employer established criteria prior to the commencement of the evaluation period.
- C. The criteria and format will be determined by the Employer. (Appendix D represents the criteria and format in use as of the date of this Agreement.)
- D. All employees shall receive a copy of their evaluation(s) and be given an opportunity to sign the evaluation.

- E. Evaluations, where applicable, will include input from District employees who provide direction to bargaining unit employees and shall be signed by the supervising administrator.
- F. Employees shall be given an opportunity to attach a written statement to the evaluation, but evaluations shall not be grievable.
- G. A satisfactory evaluation is one, which has no ranking below a 3 on a 4-point scale. If a different scale is used, these rankings will be interpolated to maintain this concept.
- H. Supervisors in the bargaining unit shall not be required to evaluate other bargaining unit members.

ARTICLE 7

SENIORITY

- A. Seniority shall be defined as the length of continuous service in the bargaining unit.
- B. Probationary employees shall have no seniority until satisfactory completion of the probationary period at which time seniority shall revert to their last date of hire. Employees commencing work on the same day shall be ranked for purposes of seniority based upon the last four (4) digits of their social security number, the employee having the higher number being accorded the greater seniority.
- C. Leaves of absence and periods of layoff for the period of recall shall not be considered breaks in service but shall not add to seniority.
- D. Once each year the Employer shall prepare and send to the Association a seniority list of all bargaining unit members, which shows date of hire into a bargaining unit position. The Employer shall notify the Association of each new hire for bargaining unit positions.
- E. An employee will lose his/her seniority and his or her employment for reasons including:
 - 1. The employee quits or retires,
 - 2. The employee is discharged and discharge is not reversed,
 - 3. The employee fails to return to work upon expiration of a leave of absence or when recalled from layoff as set forth in the recall procedure, and
 - 4. Any other discharge or termination.

ARTICLE 8

VACANCIES, TRANSFERS, AND PROMOTIONS

- A. Postings

Except for child care positions, whenever a vacancy in any position covered by this agreement shall occur during the school year, it shall be posted in each building for five (5) days. During the

summer, position(s) shall be posted in the Administration Building and the AAPS Website. A copy of the posting(s) will be sent to the Association and interested employees may apply for posted vacancies by the deadline.

B. Child Care Workers - Spring Application

Each spring, the Board shall invite all childcare workers to submit application for positions with different hours at a different location, or for childcare assistant or supervisor positions, which might become vacant during the summer for the next school year. At any time during the school year, an application may be submitted for any position, which may become vacant during the school year. The Board shall first consider all such applications when filling vacancies, for which the childcare workers have applied. Applications must be renewed each spring.

C. Application

Any employee may apply for such a vacancy. In filling a vacancy, decisions will be based upon the needs of the position, qualifications, seniority, personal interview, experience, letters of recommendation, and most recent evaluation if the employee has been evaluated within the last 3 years.

Any employee who has made proper application for a vacancy and is not granted an interview may, within fourteen (14) calendar days of the last date for submitting an application, request an explanation from Human Resource Services for the denial of an interview.

Upon successful completion of the trial period, an employee may apply for any subsequent vacancy for which he/she is qualified in accordance with the provisions of this Agreement.

D. Transfer to a New Classification

A one (1) year trial period shall apply to all transfers to a new classification.

During the trial period, an employee may return or be returned to a vacant position in his/her former classification, at the Employer's discretion. Reversion shall not occur after 90 workdays unless the employee has been evaluated within 30 workdays of the reversion.

Upon successful completion of the trial period, an employee may apply for any subsequent vacancy for which he/she is qualified in accordance with the provisions of this Agreement.

E. Lateral Transfer

In cases of transfer within the same classification, within 10 workdays after assuming the position, the employee or the Employer may request to return the employee to his/her former position. If the former position does not exist, the employee may be placed in the next available vacancy in the same classification, at the Employer's discretion. Requests made after 10 workdays, up to 60 calendar days, will be determined on a case-by-case basis by the Deputy Superintendent of Administrative Services.

An employee who receives a lateral transfer may not apply for any subsequent vacancies for a period of 60 calendar days.

F. Involuntary Transfers

The parties agree that involuntary transfers of employees should be minimized, but the parties recognize the right of the Employer to make involuntary transfers as needed. Individuals who are transferred to a lower paying classification will not, as a result of this involuntary transfer, suffer a loss of pay for a period of 90 calendar days. For employees involuntarily transferred after September 30, this save pay period shall be until the end of the work year, or ninety (90) calendar days, whichever is greater. At the end of save pay period, the employee shall be paid at the rate and hours of the position then held. Childcare workers who are involuntarily transferred to positions with fewer hours per week will not have their hours reduced for a period of 90 calendar days. For childcare workers involuntarily transferred after September 30, this save pay period shall be until the end of the work year, or ninety (90) calendar days, whichever is greater. At the end of 90 calendar days, the childcare worker shall be paid for the number of hours he/she is working.

G. Protection for Special Education Paraeducators

Special education paraeducators may be protected from transfer by more senior staff by the building administrator and one other administrator who is in the Instructional Division, chosen by the Association, based upon the need for maintaining the relationship between one or more specific students and a special education paraeducator and adherence to a written list of duties provided at the time of assignment to the student. Such protection must be with certification by the administrators that a change in paraeducators for the following year would be detrimental to any student's education. During such deliberations, Association members will have the right to submit written information and argumentation about the matter.

H. Reduction of Hours

If a position experiences a reduction in hours per day which results in a reduction of F.T.E., the employee in that position will have the right to transfer to the next available vacancy, which represents an increase in F.T.E., within that job classification for which he/she is qualified. If an employee wishes to move to a different job classification, he/she may apply and be given preference over outside applicants provided he/she is qualified for the position and has a satisfactory evaluation.

If the administrator supervising the new position has objections to the possible placement, she/he may present those objections in writing to the Office of Human Resource Services and to the employee. If the employee wishes to challenge the written objections, he/she may submit a written statement to the Office of Human Resource Services and the supervisor, and may also request a meeting to discuss the objections. A representative of the Office of Human Resource Services will review the objections and any response, and will decide on convening any requested meeting. If the representative of the Office of Human Resource Services determines that the objections are valid, the employee will not receive the placement, but will be eligible, using the same process, for subsequent placement. This right shall continue for the remainder of the school year.

I. Temporary Employees

The Board may employ individuals not presently a member of the bargaining unit to fill temporary and/or newly created positions, which may last up to ninety (90) workdays. Individuals employed in a temporary or newly created position will not be entitled to placement into a bargaining unit position upon expiration of the temporary or newly created position.

J. Elimination of Positions

Any bargaining unit member whose position was eliminated and that same position is reestablished within a two year period shall have the right to return to that position provided they meet the qualifications. The bargaining unit member being returned will be compensated at the pay rate for the reestablished position should s/he choose to accept the position to which s/he would be returned.

ARTICLE 9

EMPLOYMENT STATUS

- A. Probationary - An employee who has not completed one (1) year of continuous service in her/his latest assignment. If at any time during the probationary period a newly hired employee's work performance is unsatisfactory, he/she may be dismissed without right of appeal by the employee or the Association.
- B. Federal and/or State Funded Employees - Federal and/or State funded employees in bargaining unit positions will be covered by the terms and conditions of this agreement but shall serve the same probationary period under the conditions and exclusions specified above. However, where terms of this provision are in conflict with the Law and/or administrative rules of the funding agency, the parties shall meet in an attempt to resolve the conflict. Until a resolution is agreed to, the Law and/or administrative rules shall supersede this agreement.
- C. The Employer shall notify the Association of any action taken in compliance with No Child Left Behind Act of 2001, as amended, 20 USC 6301 Et seq., which has an adverse impact on any employee.
- D. Job Category and/or job classification as used in this agreement shall refer to employee categories as identified in Appendix C of this Master Agreement.
- E. A temporary position is of limited duration, not to exceed one (1) semester

ARTICLE 10

REDUCTION IN PERSONNEL

- A. In the event the Employer decides to reduce the number of employees or eliminate positions, the following procedure shall apply:
 - 1. Layoff shall be by classification except as described below.
 - 2. If a position is eliminated within a classification the employee in that position may be reassigned to a vacancy of the same F.T.E., and the same or lower pay rate in a different classification provided she/he is qualified and has a satisfactory evaluation. If such a vacancy is not available, the least senior employee in the classification losing a position will be displaced from his/her position and reassigned to a bargaining unit vacancy of the same F.T.E. and the same or lower pay grade in a different classification for which she/he is qualified, or laid off, provided that the more senior employee has a satisfactory

evaluation. If more than one employee has been displaced, the more senior of that group will receive any reassignments to positions of the same F.T.E. and the same or lower pay grade for which he/she is qualified and the least senior will be laid off, if any employee is laid off.

3. If the position elimination is in the summer or for the beginning of the school year the following process shall occur. After the displacement within the classification has been completed, those who are about to be laid off will be reassigned in other classifications of the same F.T.E. and the same or lower pay grade, provided they are qualified for the other classifications, have satisfactory evaluations, and provided that the employee being reassigned has more seniority than the employee in the other classification.
 4. The Employer shall notify, in writing, each employee whose position is being eliminated. Employees being laid off shall receive at least two (2) weeks notice of layoff, or pay in lieu of notice.
 5. Employees paid with State, Federal, or with District special funds which restrict the selection of candidates for any reason and/or elementary classroom assistants, will not be eligible to follow the bumping process. Rather, these employees shall be placed directly on the preferred eligibility list. Preferred eligibility list shall refer to the placement of an employee into a pool which permits preference over outside applicants for placement within any job category after all current obligations within that job category are fulfilled. To be given preference, the employee must meet the qualifications of the position and have a rating on his/her last evaluation of 3.4 or better. If the placement on the preferred eligibility list is due to a reduction in personnel, a satisfactory evaluation is required for preference.
 6. Child Care Workers who are laid off prior to the beginning of delivery of services to students for a school year shall have all rights described above. Child Care Supervisors who are laid off at this time shall have the right to bump into the least senior Child Care Assistant's position if the assistant has less seniority than the Supervisor. If there is a layoff after the beginning of the Child Care Workers delivery of services to children, Section 7 shall apply.
 7. Child Care layoffs after the beginning of services to children shall first be by bumping the probationer with the least amount of service in that classification. If no probationers are employed at the time of the layoff, layoffs shall occur on a site by site basis. Further, Supervisors whose jobs are eliminated may bump Assistants at that site, provided that the Assistant has less seniority. All other provisions of this article except Section A.2 shall apply in all cases.
 8. Special education paraeducators may be protected from bumping by more senior staff by the building administrator and one other administrator who is in the Instructional Division, chosen by the Association, based upon the need for maintaining the relationship between one or more specific students and a special education paraeducator and adherence to a written list of duties provided at the time of assignment to the student. During such deliberations, Association members will have the right to submit written information and argumentation about the matter.
- B. Recall shall be in reverse order of layoff, by classification, provided the recalled employee is qualified to perform the duties of the vacant position. The recall can be to a different classification provided that the employee is qualified in the different classification, and that more

senior employees are not denied recall through this process. Recall shall first be attempted by telephone, and if actual conversation with the employee occurs, the employee shall have twenty-four hours to accept the recall. If no direct conversation takes place, then a mail recall notice shall be sent. Notices of recall shall be sent by certified mail to the last known address as shown in the Employer records. It shall be the employee's responsibility to keep the Employer apprised of his/her current address and telephone number where she/he can be contacted. If mail is used, the notice will be sent (return receipt requested). A recalled employee shall be given seven (7) calendar days, from the date of initial attempted delivery of the recall notice, to report to work or indicate acceptance of the position. The Employer may fill the position on a temporary basis until the recalled employee responds. Any employee who fails to respond to the recall notice within the time lines indicated above, or who declines to perform work for which she/he is qualified and where no other employee on layoff is qualified, shall forfeit his/her seniority rights, and the Employer shall have no further employment obligation to that employee. The laid off employee shall retain rights to recall for two (2) years, or length of service, whichever is shorter, after which the Employer shall have no further employment obligation to that employee.

ARTICLE 11

DISCIPLINE AND DISCHARGE

- A. No non-probationary employee shall be disciplined (written reprimand, suspension, or discharge) without just cause. For purposes of this Agreement, just cause shall include but not be limited to:
1. Refusal or failure to accept or perform work assigned during regularly scheduled hours, in accordance with the provisions of this Agreement;
 2. Refusal or failure to meet established work rules and standards;
 3. A pattern of tardiness or absenteeism, including absence beyond allowable sick leave or approved leave of absence;
 4. Interference with the performance of assigned work by another employee of the Employer;
 5. Behaving in a threatening manner on the Employer's property;
 6. Using or being under the influence of illegal drugs or alcohol on the job or on the Employer's property;
 7. Insubordination;
 8. Possessing a weapon on the Employer's property;
 9. Theft of school or personal property from the Employer's property;
 10. Time card fraud;
 11. Absence from work for three (3) consecutive work days without notifying his or her supervisor, unless clear and convincing evidence is produced to the Employer at the first opportunity establishing that the lack of notification was due to circumstances beyond the employee's control.

This does not preclude the Employer from suspending an employee with or without pay during the investigation process when the Board deems such removal from the place of employment to be necessary.

- B. No non-probationary employee will be disciplined for any continued failure pursuant to item 1 or 2 or for conduct falling within items 3, 4, or 5 of Section A of Article 11, unless he/she has first been warned in writing that discipline may result from such cause. In imposing discipline (or discharge) the Employer may take into consideration all infractions which occur during a 48-month period.

This will not prevent the Board from taking immediate action in unusual or severe situations. Violations of items 6, 7, 8, 9, 10, or 11 may result in immediate dismissal.

- C. Should the disciplined or discharged employee consider the action to be improper, a complaint shall be presented via the grievance procedure.

ARTICLE 12

WORK YEAR, WORKWEEK, AND WORKDAY

A. The work year will be determined by the Board of Education and this provision shall not be construed to guarantee a set work year employee or number of hours to any bargaining unit member. All employees in a position will work on reporting to parent days, between semesters and for a full day on the last day students attend school, except for child care workers who may work a modified schedule. In the case of increased pupil instruction time in the classroom by teachers, the Board agrees to meet with the Bargaining unit to discuss a corresponding increase in hours for bargaining unit members.

B. The normal workweek shall be Monday through Friday. However, the Board of Education may adjust this schedule to five (5) days within a seven (7) day period as needed.

C. 1. Employees may be assigned to work on tasks at hours beyond their normally scheduled workday. All assigned additional work must have prior approval of the immediate administrative supervisor. Additional assigned work will be compensated at the regular hourly rate consistent with Article 17 Section B.

2. If an employee believes there is a workload problem related to Paragraph 1 above, he/she may request a meeting to discuss and seek resolution to the problem. Such a meeting may include a consideration of the employee's concerns regarding negative consequences related to the problem. Upon receipt of such a request, their supervisor shall attempt to resolve the issue. If no resolution is found, the supervisor shall arrange a meeting with other appropriate building staff and representative of the Union. A representative of the Human Resource Service Office may attend.

D. The workday for employees will not normally exceed eight (8) hours per day unless additional time is required and approved by the immediate administrative supervisor. All employees shall, at the request of their building administrator, sign in at the beginning of their workday and sign out at the end of their workday by using the recognized system adopted by the building.

- E.
 - 1. Employees who work an eight (8) hour day shall be entitled to two (2) fifteen (15) minute relief periods each day as assigned by the Administration. Employees who work less than eight (8) hours per day but six (6) hours per day or more shall be entitled to two (2) ten (10) minute relief periods per day. Employees working between four (4) and six (6) consecutive hours per day shall be entitled to one (1) fifteen (15) minute relief period.
 - 2. If there is some reason on a given day that any employee, except child care workers, cannot take relief time, and if the administrative supervisor agrees with the reason, the employee and the administrative supervisor shall mutually develop an arrangement to take the relief time at another time. If a recurrent pattern of inability to take relief time develops, the administrative supervisor and employee will meet to develop a plan to eliminate the reason for the inability to take relief time.
 - 3. If there is some reason on a given day that a child care worker cannot take relief time, and if the administrative supervisor agrees with that reason, the child care worker and the administrative supervisor shall mutually develop an arrangement to take the relief time at another time. If this is not feasible then, with the administrative supervisor's approval, the childcare worker may be paid in lieu of taking the time. If a recurrent pattern of inability to take relief time develops, the administrative supervisor and the child care worker will meet to develop a plan to eliminate the reason for the inability to take relief time.
- F. All employees, except those employed at Community High School, Roberto Clemente and in the Child Care Program, and will have not less than a thirty (30) minute duty-free lunch period. Exceptions to the lunch arrangement may be made as needed. Lunch periods will be unpaid and the time during the day will be assigned by the building administrator. Employees who are required to be on duty during their lunch period will be paid for that time. The length of the lunch period for any individual will not change from that of 1990-91 without prior notice to the Union. A lunch period will not vary more than 1.5 hours before the employee's normal starting lunch time or 1.5 hours after the employee's normal ending lunch time in order to accommodate an IEPC, MET, or an emergency.
- G. Inclement weather - See Article 22 - Emergency Closing Days.
- H. In-service - See Article 23 - Professional Development.
- I. If required, employees shall attend and be paid for three hours of staff meeting time in the first two weeks of school.
- J. If the Board offers child care activities on full days when school is not in session, the following provisions shall apply:
 - 1. Employees within the childcare classifications shall be selected for such work, with supervisors being able to also work as assistants, as follows:
 - a. Child care workers who wish to volunteer to work fun days will indicate their interest when solicited at the start of the school year. Workers may only volunteer to work at one site.
 - b. Each supervisor at the fun day site who volunteers shall share equally, to the extent possible, in the number of fun days to be worked, or the Board may select one supervisor to work all of the fun days. In the event one supervisor is selected, an administrator, upon request, shall provide a written statement, which

explains why that decision was made. The remainder of available work will be assigned to other volunteers as provided in paragraph c. and following.

- c. Volunteers who are most senior on the list for that site shall be selected first. They shall only be offered work once before all other members on the list are given the opportunity to work on such days.
- d. Once each employee on that site's list has had an opportunity to work one day, the process shall start over again. Employees who have not volunteered or who subsequently decline the work shall not be eligible again until the process starts over.
- e. If there is a change made for the remainder of the year in the sites to be used after the beginning of the year, the process described in a. Above shall be repeated and the new lists will then be used.
- f. In the event an employee who is scheduled to work and who becomes unavailable for a full day assignment, the process above shall be repeated as long as the employee has given written notification of his/her unavailability to work at least six (6) working days prior to the scheduled day of work. In the event of last minute illness, the normal substitute process shall be used.
- g. In the event that there are an insufficient number of applicants at the start of the year to cover the various projected days, the Board may suspend the selection process, provided that if additional applicants who were not employed at the beginning of the year express their interest at least two weeks prior to the actual day, and the total number of applicants then exceeds the number needed, the Board will reinstate the process.

K. If the Board offers childcare services on days when school is in session for only a half-day. The following provisions shall apply:

- 1. Child care workers who wish to volunteer to work at their site on the half days will indicate their interest when solicited at the start of the school year. This list shall be separate from the fun day list: workers may only volunteer to work at one site, except as noted in #2 below.
- 2. Child care workers who are not selected to work at their site on any given half-day may submit their name to the child care specialist for possible work at other sites.
- 3. The same employees who work at that site shall be offered employment, with the most senior being offered work first, for the entire half-day. Each employee at that site shall be offered work for a second time.
- 4. If an insufficient number of employees at a site accept the work offer for the entire half-day, the site supervisor may either decide to: a) work with the on-site employees, who normally work less than a half-day and who have not accepted the extended hours work, to secure appropriate supervision, or b) request that the remaining hours be filled by other employees from other sites who are not working that day and who have submitted their names to the child care specialist for temporary work on that day.

5. In the event an employee who is scheduled to work and who becomes unavailable for a full day assignment, the process above shall be repeated as long as the employee has given written notification of his/her unavailability to work at least six (6) working days prior to the scheduled day of work. In the event of last minute illness, the normal substitute process shall be used.
- L.
1. Employees who are either required or encouraged by police authorities or court officers to attend court hearings about job related matters about students will be compensated for any time required after their normal work hours. The supervisor may seek to have the hearing moved to during work hours.
 2. If the supervisor does not support the employee, he/she may deny any compensation for hearings after school hours, but must submit her/his reasons in writing to the employee.
 3. When the supervisor supports the action, the employee shall consult with his/her administrative supervisor regarding the method of compensation. The methods available are either compensatory time for the exact amount of time spent beyond normal work hours, or pay at the employee's regular hourly rate consistent with Article 17 Section B. If the employee and supervisor cannot reach agreement on a method of compensation, representatives of the Human Resource Services Office and the Union shall meet with the employee and supervisor to seek resolution to the problem.
- M.
1. The parties agree that participation in Site-Based decision-making is a mutual goal. The Board will attempt to schedule participation times of employees at times when most participants can meet together.
 2. The Board, through the employee's immediate supervisor, shall notify each employee at the beginning of each year that Site-Based decision making activities after normal work hours shall either be paid or be strictly voluntary and there will be no negative consequences for employees who decline to participate.

ARTICLE 13

SUMMER WORK

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

- A. Summer school work will be considered supplemental employment and determined on a year-to-year basis.
- B. Wages only will be earned for summer school work and will be paid based on the previous year's schedule. No other provisions shall apply nor benefits accrue for summer school work.
- C. Teacher Assistants shall be given preference for summer school work from a pool of applicants. The pool from which teacher assistants shall be selected shall be composed of the most senior applicants who are qualified for the various positions, and shall not be larger than two times the number of expected positions.

- D. Individuals who are not normally members of the bargaining unit will not become members if summer school work is their only employment within the bargaining unit.
- E. Volunteers may continue to be used for summer school work.
- F. Prior to hiring for community education and recreation elementary summer camps, employees shall be notified of expected vacancies. Child care workers who apply for director, assistant director, supervisor, or counselor positions will be interviewed and given first consideration before any outside applicants are hired.
- G. For all summer school positions the opportunity for job sharing among applicants may exist with approval by the building administrator.

ARTICLE 14

SICK LEAVE

A. Accruals

- 1. Employees hired before July 1, 2004 shall receive sick leave accruals as follows:

1 - 10 years of service 1.0 day/month
 11+ years of service 1.5 day/month

- 2. Employees who on January 1, 2004 were accruing sick leave at 2.0 days/month will continue to accrue and accumulate sick leave at the same rate.
- 3. Employees hired on or after July 1, 2004 shall receive sick leave accrual at one (1) day per month.
- 4. Sick leave may accumulate to a maximum of ninety (90) days.

Employees who on June 30, 2004 had accumulations in excess of 90 days will keep their current accumulations, however such accumulations shall never exceed their June 30, 2004 accumulated balance.

- 5. For employees who work summer school, sick leave days the length of the summer school day can be utilized by the employee for the purposes described in this article, and according to the following schedule:

Work less than seven weeks - 1 day

Work seven weeks or more - 2 days

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

B. Use of Sick Leave:

- 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, or for illness or injury in the immediate family, which necessitates absence from work. "Immediate family" in such cases include the employee's spouse, children, parents or foster parents, dependent brothers and sisters and grandparents, and parents-in-law. Human Resource Services may, under extenuating circumstances approve exceptions to this definition.
3. Sick leave cannot be used for childcare or birth to a member of the immediate family, as defined in three above, who does not reside in the employee's household. Exceptions may be made by Human Resource Services.
4. A verification of illness from a physician may be required for absences immediately before or after a holiday or vacation period or when there is reason to suspect abuse.
5. Employees may use sick days for the purpose of religious observances.
6. Sick leave may be used by an employee for attendance at the funeral of a member of the immediate family. Exceptions may be made by Human Resource Services.
7. Child care workers shall notify their supervisor when they are going to be absent, at least one hour prior to the worker's reporting time.

C. Restrictions on Use

1. Sick leave which qualifies under FMLA guidelines and/or would be deemed eligible under STD criteria would be paid leave up to the maximum of the employee's accumulated sick bank, provided it meets the qualifications in paragraph B above. Further days which meet FMLA standards would be unpaid but not subject to discipline or dismissal if taken under an approved leave of absence.
2. All other sick leave, beyond five (5) days in one fiscal year, may be subject to the following progressive discipline:
 - 1st occurrence - letter of warning and meeting with supervisor
 - 2nd occurrence - letter of reprimand
 - 3rd occurrence - 1 day unpaid suspension
 - 4th occurrence - 5 days unpaid suspension
 - 5th occurrence - termination
3. Use of sick leave beyond the employee's personal sick leave accumulation, except those days taken while on an approved unpaid leave of absence, will be subject to the following progressive discipline:
 - 1st day - letter of warning and meeting with supervisor
 - 2nd day - 1 day unpaid suspension
 - 3rd day - 5 days unpaid suspension
 - 4th day - termination

For the purposes of progressive discipline, absences in Paragraph C-3 may be counted over a period of 24 months.

D. Common Sick Bank

1. The Association may maintain a Common Sick Bank through donations from the members. Effective at the beginning of each school year, employees will contribute up to one (1) day from their personal sick leave accumulations to the Sick Bank. The members' contribution each year will bring the number of days in the Sick Bank to a maximum of two (2) times the membership of the Association. Employees who have exhausted their accumulated sick leave may request use of Sick Bank from the Sick Leave Bank Committee. Sick Bank may be used for personal illness or the physical disability of an employee covered by this Agreement. The allocation of sick bank days shall not exceed the number of days needed to access the Employer provided Long Term Disability benefits. Any days remaining in the bank at the end of a school year shall be carried over to the next year, in addition to those funded above. Unused days contributed by the Employer prior to June 30, 2004 shall remain in the Sick Bank.
2. The parties will establish a Sick Leave Bank Committee with each party having equal authority, to make decisions on allocations to any applicant. The Committee members shall be held harmless by the Employer and the Association for any decisions they make provided those decisions are consistent with mutually approved guidelines for the operation of the Sick Leave Bank and with the law. The decisions of the Committee will be final, and not subject to the grievance procedure described elsewhere in this Agreement.
3. Employees who have exhausted their accumulated personal sick leave credits, or employees who have utilized all but 5 personal sick leave days and who experience an absence of more than 4 consecutive weeks or more than 20 days in an 8 week period for the same illness, may apply for withdrawals in accordance with the following procedures. The Sick Leave Bank Committee, as described in number 2 above, shall determine if applications shall be approved, and may require a second doctor's opinion prior to their decision.
4. Employees applying for using the Common Sick Leave Bank shall call the Office of Human Resource Services prior to the end of the first day when they need to use the Bank whenever medically possible. In cases where they are unable to call, the Sick Leave Bank Committee may waive this requirement. They shall provide a doctor's note to the same office by the fifth day of the illness or disability unless medical circumstances don't allow them to do so. In that case, they shall provide the doctor's note as soon as possible. If an absence is not anticipated to be more than four weeks and then becomes that length, the employee may apply for a retroactive allocation.
5. Days from the Common Sick Leave Bank shall be used only for a physical disability or illness of an employee, which in the judgment of a physician makes it necessary for the employee to be absent from his/her assignment for more than four (4) consecutive weeks.
6. The Sick Leave Bank Committee shall determine the number of days that can be granted to any one individual and at any one time. The amount granted may or may not cover the employee's total period of disability or illness.

ARTICLE 15

LEAVES OF ABSENCE

A. Granting a Leave of Absence

1. All leaves of absence must be applied for in writing to the Human Resource Services department.
2. Leaves of absence without pay or other benefits may be granted to employees who have been with the District more than one (1) year for:
 - a. Serving in any elected or appointed positions.
 - b. Illness/disability (physical or mental) beyond accumulated sick leave.
 - c. Prolonged illness in the immediate family as defined in Article 14, beyond accumulated sick leave.
 - d. Parental/child care.
 - e. Other suitable cases approved by the Board.
3. Employees on a leave approved under the FMLA shall be granted all the rights and privileges afforded by the Act.
4. Leaves of Absence cited in b, c and d above may be taken at any time. Item e above may also be taken at any time if approved by the Employer. All other leaves must coincide to end at the conclusion of a semester or at the end of a school year.

B. Return from Leave

1. Under no circumstances shall the Employer be liable to return an employee to work prior to the termination of the agreed upon leave.
2. Leaves of absence cited in A-2 b, c and d above and item e, when specifically approved by the Employer, will assure (subject to the other provisions in this agreement) a position in the employee's classification for sixty (60) calendar days. Upon termination of all other leaves or after the completion of the sixty (60) calendar days, the employee shall be placed in the first available position for which he/she is qualified.

C. Jury Duty

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

ARTICLE 16

WORKER'S COMPENSATION

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

- A. The benefit for which he/she is eligible under the Act with no deduction from sick days.
- B. The benefit for which he/she is eligible under the Act supplemented by the difference necessary to equal his/her regular salary which difference shall be charged against his/her accumulated sick leave days on a prorated basis. This difference shall be paid until such time as the accumulated sick leave days are used up.
- C. If an employee is injured on the job and seeks immediate medical treatment for that injury, the employee may make a written request to the Human Resource Services Office not to be charged for any sick leave, personal business days or be docked pay during the period of the treatment at the medical facility that day. Medical documentation may be required.

ARTICLE 17

COMPENSATION

- A. Placement on Salary Schedule
The basic compensation is attached, as Appendix A and Appendix B. Initial placement on the salary schedule shall be determined by the Employer. Education beyond high school and relevant experience will be considered.
- B. Overtime
Overtime shall be paid as follows:
 - 1. Time and one-half for all hours worked over eight (8) hours in one (1) day or forty (40) hours in one (1) week.
 - 2. Two (2) times the hourly rate will be paid for all hours worked on a holiday.
- C. Travel Reimbursement
The Employer shall pay an employee for any travel required in the performance of his/her duties during the workday at the maximum rate permitted by the Internal Revenue Service. Childcare workers shall be paid for required trips for shopping. Child care workers who work at different sites during the day shall be paid for travel between those sites unless there is a period of at least one and one-half (1 1/2) hours in between work periods at the different sites.
- D. Continuing Education
Subject to available space, an employee may enroll on a non-fee basis in any one (1) established course of his/her choice each semester offered by the Board's Community Education and Recreation Program.
- E. Separation Pay
At the retirement or resignation of the employee, and after ten (10) consecutive years of employment with the Board, one-half of the remaining accumulated sick leave shall be paid at the current hourly rate, to the employee.
- F. Direct Deposit
The Board shall provide for direct deposit of employees' paychecks to any bank, which currently receives deposit from the Ann Arbor Public Schools and/or the Michigan Educational Credit Union.

G. Method of Payment

The Board shall pay child care workers on an hourly basis, under the same procedures used for other hourly employees. All other employees shall be paid a salary based on their daily pay times the number of days of work including holidays. Ten-month employees may opt for either a short pay (21 or 22) option or a long pay (26) option each year. Elementary classroom assistants who begin after the start of school will be able to select from the number of pays remaining from either the short or long pay options. If an employee fails to select an option by July 1, he/she shall be placed on the short pay option. With prior notice to the Union by June 1 of intent to implement the following year, each employee will have his/her pay held one (1) week in arrears.

H. Deduction Notification

The Board will make a reasonable effort to notify employees when their pay check is to be reduced in excess of \$5.00 due to a change in deductions for fringe benefits, unless the change is due to employee initiated action. The Union will make a reasonable effort to assist in the notification.

ARTICLE 18

INSURANCE

A. Eligibility

Employees will become eligible for fringe benefits the first of the month following completion of 60 workdays of employment with the Ann Arbor Public Schools in this bargaining unit.

B. Options

The Employer shall provide for each employee who works four (4) hours per day and twenty (20) hours or more per week, and who makes proper application, the option of the following insurance coverage:

Option 1: Health Care Insurance
 Dental Care Insurance (except Child Care workers)
 \$15,000 Life Insurance
 Long Term Disability

Option 2: \$25,000 Life Insurance
 Long Term Disability
 Dental Care Insurance (except Child Care workers)
 Vision Insurance (except Child Care workers)

C. Child Care Flexible Benefit Plan

Child care workers who work thirty or more hours per week will receive a payment into the flexible benefit plan of \$60 per month for twelve months per year. These employees may apply the payment to any insurance offered through the flexible benefit plan.

D. Premium Proration

Employees shall be entitled to paid fringe benefits, as permitted above, on a prorated basis.

For three (3) to less than four (4) hours worked per day (and 15 to less than 20 hours per week), the Employer will pay fifty (50) percent of the coverage chosen by the employee;

For four (4) to less than six (6) hours worked per day (and 20 to less than 30 hours per week), the Employer will pay seventy-five (75) percent of the coverage selected;

For six (6) or more hours worked per day (and 30 or more hours per week), the Employer will pay one hundred (100%) of the coverage selected.

E. Supplemental Coverage

Any eligible employee may purchase, at his/her own expense, the Short Term Disability Insurance program offered by the Employer.

F. Double Coverage

Employees, spouses or dependents of employees who are insured with a health or dental insurance plan provided through the Employer of the employee's spouse, are not eligible for coverage under this Agreement.

G. Liability

If any employee is insured by the Employer for health or dental insurance in excess of that to which he/she is entitled per Paragraph B and D above and fails, within 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.

H. 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 **\$45.91 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 **\$161.90 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 **\$250.36 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 **\$61.36 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.

I. Dental Care Benefits

The Dental Care Insurance provided in Paragraph B above shall be Employer's Dental Care Benefits program, with coverage not less than that in effect as of the date of this Agreement.

J. Vision Care Benefits

The Vision Care Insurance provided in Paragraph B above shall be MESSA Vision Service Plan 3 (VSP-3) or a plan equivalent in benefits.

K. Enrollment

To qualify for any insurance benefits as above described, each employee must individually enroll and make proper application for such benefits at the Human Resources Office upon the commencement of his regular employment with the Employer. Forms shall be provided to employees by the Human Resources Office.

L. Limitations on Coverage

All insurance benefits under this Agreement shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan.

ARTICLE 19

HOLIDAYS

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

ARTICLE 20

VACATION

- A. Only employees who are scheduled to work 12 months per year shall receive paid vacation time as follows:
- During the employee's first seven consecutive (7) years in the unit, the employee shall receive one (1) day per month.
- Beginning with the employee's eighth year in the unit, the employee shall receive one and one-half (1-1/2) days per month, provided the work time has previously been in consecutive years.

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

ARTICLE 21

PERSONAL BUSINESS

- A. Each employee shall be allowed, in addition to sick leave, two (2) personal business days per school year, for compelling personal business affairs. Child care workers shall not be entitled to this benefit until the completion of five (5) or more years of service.

The employee, except in emergencies, shall request use of a personal business day from his/her supervisor at least forty-eight (48) hours in advance of his/her intent to take a personal business day. Full or half days may be used for personal business. The employee need not disclose the nature of the personal business or affairs involved. However, employees are expected to sign a statement, which states, "I have a need for a personal business day in order to accomplish pressing personal business which cannot be done outside the normal workday or work-week." Personal business days may not be used on a day immediately before or after a holiday, vacation period, or during the first or last week of the school year, except in cases of provable emergency and prior written approval is received from Human Resource Services. Unused personal business days will be credited to accrued sick leave at the end of the school year.

- B. Employees on probation shall accumulate personal leave days during their probationary period but shall not be allowed to use them until after successful completion of the probationary period.

ARTICLE 22

EMERGENCY CLOSING

When schools are closed because of inclement weather or other emergency conditions, employees may be directed not to report for work.

If so directed, and the work time is not later rescheduled during that school year, the affected employees shall receive their regularly scheduled pay for the missed work opportunity.

If such time is to be rescheduled during the school year, the affected employees shall be assigned to work on the rescheduled days. Employees shall receive their regular pay and benefits for any rescheduled work day.

Neither the closure of schools due to inclement weather or other emergency conditions, nor the rescheduling of such work time, shall serve to increase or decrease the amount of annual compensation or benefits paid to the affected employees in any given school year.

ARTICLE 23

PROFESSIONAL DEVELOPMENT

A. In-service Opportunities

The Employer and Association agree to meet, by March 15 prior to the new school year, to begin the process of identifying in-service opportunities for bargaining unit members, and developing a list of district approved offerings. This will include discussion of the method(s) of providing those opportunities and any in-service days offered by the Employer. Additional offerings may be added during the year. The Association shall contribute training suggestions based upon the priorities of their membership.

B. Professional Development Outside of Work Hours

Each employee, except child care workers, will be required to obtain a minimum of twelve (12) hours of professional development in exchange for two (2) paid days off work to be determined by the negotiating teams of both parties.

These 12 hours must be obtained outside of the employee's scheduled workday.

Any or all of these hours may be mandated by the Employer. A minimum of one (1) month notice shall be given for attendance at a professional development session mandated by the Employer and scheduled outside of the employee's workday.

New employees hired after mandated trainings have originally been offered will be offered these trainings within 30 days of their hire date as scheduled by the Employer.

C. Assistance in Becoming a Teacher

The Association will periodically notify its members of possible in-service opportunities that will assist members who aspire to become teachers employed by the Board. At such time as the Union has a group of ten (10) or more who are willing to attend a workshop, the Union shall notify the Human Resource Services Office. That office shall then arrange for information and/or other opportunities to learn about preparing applications for, and interviewing for teacher vacancies with the Board, and the procedures used by the district in filling teaching vacancies.

If an employee has applied for and not received four positions within a two year period, or if an employee has been reverted by the Employer, or if an employee has experienced an unsuccessful trial period, he/she may request an Assistance Conference. A representative of the Association and a representative of Administrative Services shall meet with the employee to help identify potential areas for improvement.

Leaves of Absence without pay or other benefits may be granted to cover from the beginning through the last day of student teaching assignments. Upon termination of such leaves employees shall be entitled to return to their previous position. To be eligible for such leaves the employee must have been employed by the District for more than one year. This provision will supersede any restrictions on leaves of absence elsewhere in this Agreement.

D. Specialized Training

Employees who are being assigned positions which require them to provide assistance of a hygienic nature or which require them to have specialized training shall receive that training prior to their first day of sole responsibility for the student(s). The foregoing may be temporarily waived in emergency situations which are beyond the reasonable control of the Board with the understanding that the appropriate training will be provided as expeditiously as possible and

provided that the employee is not required to perform medical type duties which require training under the public health code.

E. Professional Development on Non-student Attendance Days

The Employer may offer professional development opportunities on workdays when students are not in attendance. These sessions may be mandatory. If the sessions are not mandatory, the employee must work with his/her supervisor to be released from the building in order to attend these sessions.

F. Highly Qualified Status

The Employer shall offer an in-service on obtaining highly-qualified status.

The Employer shall pay the cost of the Work Keys test, associated remediation, and one re-test, for those employees who choose to take the test to obtain highly-qualified status, up to a maximum of one hundred dollars (\$100) for a single employee.

G. CDA Credential

Childcare workers may be granted District paid tuition scholarship assistance from a District-wide annual fund of a minimum of \$3,000 to be used toward the costs of obtaining a CDA credential, when the following conditions apply:

1. The employee presents evidence that he/she has been denied scholarship assistance for the CDA program by Washtenaw Community College and by the Childcare Network.
2. The employee needs a CDA credential to meet FIA licensing requirements.
3. The employee makes a commitment to work in the AAPS Childcare program for a minimum of one year after the CDA is obtained, or the amount of scholarship assistance must be reimbursed to the district.

H. Professional Expectations

Both parties agree that it is the employee's professional responsibility to obtain the training and information necessary to do his/her job. Occasional attendance (up to 4 times a year) at staff meetings and necessary business meetings, without additional pay, is an expectation for all employees. All child care employees are required to maintain current certification in CPR and First Aid. They must also comply with continuing educational requirements for child care workers as required by law and state regulations.

ARTICLE 24

PROTECTIONS BY THE BOARD

A. Worker's Compensation Absences

For the first five workdays of workers' compensation absences due to physical injury or disabling physical symptoms that are the result of student assaults on employees, or which are incurred while physically intervening in fights, the Employer shall supplement the benefit for which the employee is eligible under the Act, by the difference necessary to equal his/her regular salary. Such difference shall be not charged against the employee's accumulated sick leave days. The Board may employ the same medical examination procedures provided for Workers Compensation absences.

B. Personal Property Damage

The Board shall reimburse any employee for any loss, damage or destruction of personal property which arises out of such employee's reasonable performance of his/her employment, not including vehicles and not covered by other insurance or caused by the employee's negligence, provided that the personal property involved is reasonably needed by the employee personally or professionally and is not readily available in the building or through the Board. The Board shall be liable only for that portion of the loss in excess of ten (\$10.00) dollars and not exceeding a total loss of two-hundred (\$200.00) dollars. The Board shall be liable for the loss of money not to exceed one-hundred (\$100.00) dollars provided said money is deposited in the school safe during the school day. The Board shall not be liable for money left overnight, during weekends, or vacation periods. The Board shall make a decision on approval or denial of such claims within thirty (30) days of receipt of the claim or additionally requested information, whichever is later.

C. Religious or Political Activities

Employees shall be entitled to full rights of citizenship; and the religious or political activities, or lack thereof, of any employee shall not be grounds for any disciplinary action or discrimination with respect to the employment of such employee.

D. FOIA Requests

If the Board receives a Freedom of Information Act request for documents in an employee's central personnel file, the Employer shall make a good faith attempt to promptly orally notify the employee and the Association of the receipt of the request. Upon request and insofar as time reasonably permits, the Employer's designated FOIA Officer shall meet with the affected employee and/or the employee's representatives to review the board's proposed response to the request.

The provision in this article shall not prevent the Association from having access to any employment records reasonably related to its duties as the exclusive bargain representative.

E. Student with Felony Conviction

When information is known, and it is permissible by law, the Employer shall make reasonable efforts to notify the affected employee(s) prior to the placement of any child who is a delinquency ward of the juvenile court based on an adjudicated felony or who has been convicted in adult court of a felony.

F. Controlling Student Behavior

The parties agree that physical contact for purposes of controlling a student's behavior must be a last resort, and must be avoided whenever possible.

G. Home Visits

Home visits by employees are an expectation in some programs and at times desirable in other programs. Employees who have reason for concern for their personal safety in visiting or supplying program support in a specific home may initiate the following procedure:

1. The employee should discuss the nature and basis of his/her concerns with the employee's building or program supervisor.

2. After the discussion with the supervisor, a safety plan will be developed by the supervisor with input from the employee. Such plan may include accompaniment by another staff member or other procedures deemed necessary and appropriate.

ARTICLE 25

NEGOTIATION PROCEDURES

- A. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of employees covered by this Agreement.
- B. In any negotiations described in this article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Employer and the Association. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject only to such ultimate ratification
- C. If the parties fail to reach an Agreement in any such negotiations, either party may invoke the procedures established under Public Act 379 as amended.
- D. Members of the bargaining team, who are employees of the Board, shall be released from their normal duties without loss of salary and benefits when the two negotiating teams mutually agree to hold negotiations during their normal working hours.
- E. Problem Solving Team:
 - 1. The parties hereby agree that the respective bargaining teams for the Employer and the AAEA/P shall meet no less than four times during the school year to attempt to resolve problems. The topics for the meetings shall be established by the group leaders at an agenda planning session for the first meeting, and at the regular meetings for the following meetings thereafter.
 - 2. The agenda will be distributed at least one week before the meetings. Topics may be added to or deleted from the agenda with the consent of the participants.
 - 3. Should any such meeting result in a mutually acceptable amendment to the agreement, the amendment shall be subject to ratification; provided that the negotiating teams shall be empowered to effect temporary accommodations to resolve special problems.
 - 4. The spring meeting will be devoted to reclassification issues. Additional time will be allocated as needed. Objective criteria for reclassification of members will be mutually determined prior to the reclassification meeting. Reclassification of a position shall be subject to ratification.

An employee who wants his/her position to be reclassified shall provide the Association President with a written request for reclassification. The request will include rationale to support the reclassification.
 - 5. An administrator who wants a position he/she supervises to be reclassified shall provide a written request for reclassification to the Deputy Superintendent for Administrative Services. The request will include a rationale to support the reclassification. The President of the Association and the Deputy Superintendent for Administrative Services will determine if the position is eligible for reclassification.

6. All requests for reclassification must be received by the end of the first semester. The determination to reclassify or not rests exclusively with the committee subject to ratification by the Employer and AAEP.

ARTICLE 26

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, any willful absence from one's position, any stoppage of work, or any abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment for any employee or group of employees in the District. Violation of this provision will require the Association to reimburse the Employer for all costs and damages as a result of violating this provision.

ARTICLE 27

AFFIRMATIVE ACTION AND NO DISCRIMINATION

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

ARTICLE 28

OTHER CONDITIONS OF EMPLOYMENT

- A. Employees shall be provided with a secure place to store outdoor clothing, purses, and other supplies and equipment needed in the performance of their duties.
- B. Employees shall not be assigned as substitute teachers. In an emergency an employee may be temporarily assigned to supervise a group of students because of no substitute being present, but there shall be no expectation of instruction being provided. If an employee believes that this supervision time is excessive, he/she may request a conference with the building principal, the Deputy Superintendent for Administrative Services, and the Association to resolve the situation.

- C. In addition to other job duties as specified by the Employer, a Child Care Supervisor shall serve as a liaison between the Child Care Coordinator and the Child Care Assistants. The liaison duties shall include:
- Forwarding staffing concerns to management
 - Making recommendations for program changes and improvements
 - Investigating and reporting alleged incidents of child care staff misconduct to the Coordinator
 - Investigating complaints

If a Child Care Supervisor receives a complaint about staff from a parent and/or student, the Supervisor must report the complaint to the Coordinator. The Supervisor may not issue discipline.

If a Child Care Supervisor has concerns regarding the performance of a Child Care Assistant that are serious in nature, the Supervisor must share these concerns with the Coordinator in a timely manner.

ARTICLE 29

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 30

EXTENT OF AGREEMENT

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

ARTICLE 31

DURATION OF AGREEMENT

This agreement shall be in effect for the 2010-2011 school year and shall continue in effect until the end of the 2012-2013 school year unless it is extended for a specific period or periods by mutual written agreement of the parties.

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

ANN ARBOR BOARD OF EDUCATION

FOR THE ASSOCIATION

Deb Mexicotte, Board President

Percy Brown, Association President

Patricia Green, Superintendent

Crystal Kinard, Vice President

Andy Thomas, Board Secretary

Mary Keeley, Secretary-Treasurer

David Comsa, Chief Negotiator

Paul Morrison Executive Director

Date

Date

APPENDIX A
SALARY SCHEDULE 2010-2011
0% Increase

Child Care Assistants - Classification A

STEP	RATE
1	9.21
2	9.64
3	10.12
4	10.60
5	11.11
6	11.70
L-1	11.81
L-2	11.93

Group 3 - Classifications C, D, E,

STEP	RATE
1	13.91
2	14.35
3	14.74
4	15.20
5	15.67
L-1	15.83
L-2	15.99

Child Care-Group Leaders - Classification B

STEP	RATE
1	12.69
2	13.08
3	13.75
4	14.42
5	15.16
6	15.93
L-1	16.09
L-2	16.25

Group 2 - Classification F,G

STEP	RATE
1	14.97
2	15.45
3	15.88
4	16.35
5	17.00
L-1	17.17
L-2	17.34

LONGEVITY:

L-1: 1% higher than step 5 for Paraeducators with 6 or more years of experience, (calculated from seniority date) in Ann Arbor by 9/30; and 1% higher than Step 6 for Childcare workers with 7 or more years of experience (calculated from seniority date) in Ann Arbor by 9/30.

L-2: 2% higher than step 5 for Paraeducators with 8 or more years of experience, (calculated from seniority date) in Ann Arbor by 9/30; and 2% higher than Step 6 for Childcare workers with 9 or more years of experience (calculated from seniority date) in Ann Arbor by 9/30.

Group 1 - Classifications H,I,J,K,L,M,N,O

STEP	RATE
1	17.10
2	17.59
3	18.12
4	18.65
5	19.22
L-1	19.41
L-2	19.60

APPENDIX B

2010-2011 AAEA/P SALARY SCHEDULE

PREMIUM PAY

CLASSIFICATIONS C1 - C2 - D2 - D3

For eligible: RegEd Preschool, Site-based Assistant, HI Assistant, SpecEd K-2

STEP	RATE
1	14.97
2	15.45
3	15.88
4	16.35
5	17.00
L-1	17.17
L-2	17.34

CLASSIFICATION D1

For eligible: Special Education Assistants

STEP	RATE
1	17.10
2	17.59
3	18.12
4	18.65
5	19.22
L-1	19.41
L-2	19.60

Employees hired prior to June 9, 2004, who were granted premium pay for the 2003-04 school year and who have maintained their eligibility for premium pay, shall receive premium pay as indicated by this Appendix B, for as long as they are willing and able to perform any and all duties that are required of any position within their classification. If the employee is no longer able to perform the necessary functions of the position, then premium pay will be relinquished. This premium pay, if relinquished by an employee due to medical reasons, shall be reinstated only with a fitness for duty release from a certified health care provider verifying that the employee is able to perform all the necessary functions of the position. Any decision with regard to this issue will be in compliance with the Americans with Disabilities Act. Premium pay status which is relinquished for reasons other than medical, shall not be reinstated. Employees not earning premium pay as of June 9, 2004, shall henceforth not be eligible for premium pay.

APPENDIX A
SALARY SCHEDULE 2011-2012
0% Increase

Child Care Assistants - Classification A

STEP	RATE
1	9.21
2	9.64
3	10.12
4	10.60
5	11.11
6	11.70
L-1	11.81
L-2	11.93

Group 3 - Classifications C, D, E,

STEP	RATE
1	13.91
2	14.35
3	14.74
4	15.20
5	15.67
L-1	15.83
L-2	15.99

Child Care-Group Leaders - Classification B

STEP	RATE
1	12.69
2	13.08
3	13.75
4	14.42
5	15.16
6	15.93
L-1	16.09
L-2	16.25

Group 2 - Classification F,G

STEP	RATE
1	14.97
2	15.45
3	15.88
4	16.35
5	17.00
L-1	17.17
L-2	17.34

LONGEVITY:

L-1: 1% higher than step 5 for Paraeducators with 6 or more years of experience, (calculated from seniority date) in Ann Arbor by 9/30; and 1% higher than Step 6 for Childcare workers with 7 or more years of experience (calculated from seniority date) in Ann Arbor by 9/30.

L-2: 2% higher than step 5 for Paraeducators with 8 or more years of experience, (calculated from seniority date) in Ann Arbor by 9/30; and 2% higher than Step 6 for Childcare workers with 9 or more years of experience (calculated from seniority date) in Ann Arbor by 9/30.

Group 1 - Classifications H,I,J,K,L,M,N,O

STEP	RATE
1	17.10
2	17.59
3	18.12
4	18.65
5	19.22
L-1	19.41
L-2	19.60

APPENDIX B

2011-2012 AAEA/P SALARY SCHEDULE

PREMIUM PAY

CLASSIFICATIONS C1 - C2 - D2 - D3

For eligible: RegEd Preschool, Site-based Assistant, HI Assistant, SpecEd K-2

STEP	RATE
1	14.97
2	15.45
3	15.88
4	16.35
5	17.00
L-1	17.17
L-2	17.34

CLASSIFICATION D1

For eligible: Special Education Assistants

STEP	RATE
1	17.10
2	17.59
3	18.12
4	18.65
5	19.22
L-1	19.41
L-2	19.60

Employees hired prior to June 9, 2004, who were granted premium pay for the 2003-04 school year and who have maintained their eligibility for premium pay, shall receive premium pay as indicated by this Appendix B, for as long as they are willing and able to perform any and all duties that are required of any position within their classification. If the employee is no longer able to perform the necessary functions of the position, then premium pay will be relinquished. This premium pay, if relinquished by an employee due to medical reasons, shall be reinstated only with a fitness for duty release from a certified health care provider verifying that the employee is able to perform all the necessary functions of the position. Any decision with regard to this issue will be in compliance with the Americans with Disabilities Act. Premium pay status which is relinquished for reasons other than medical, shall not be reinstated. Employees not earning premium pay as of June 9, 2004, shall henceforth not be eligible for premium pay.

APPENDIX A
SALARY SCHEDULE 2012-2013

**SALARY SCHEDULES A & B REMAIN THE SAME AS 2011 -12
SUBJECT TO ECONOMIC RE-OPENER**

APPENDIX C

AAEA/P CLASSIFICATIONS

- A** **Childcare Assistant**
- B** **Childcare Group Leaders**
- C** **General Education Assistant***
 - 1** *Regular Ed Preschool Assistant*
 - 2** *Site-based Assistant*
 - Elementary Classroom Assistant*
 - Headstart Assistant*
 - Title I Assistant**
 - ADA Assistant*
- D** **Special Education Assistant**
 - Special Education EI/EMI/POHI Self Contained*
 - 1** *Unified Studies, PreSchool, ABA*
 - 2** *Hearing Impaired Assistant*
 - 3** *Special Education K-2*
 - Special Education Assistant*
- E** **ESL Assistant**
- F** **Middle School Building Assistant**
- G** **Voc Ed Assistant**
- H** **Career Resource**
- I** **Clemente Paraeducator**
- J** **Community Assistant**
- K** **Theater Technician**
- L** **Hearing Impaired Interpreter**
- M** **Headstart Lead Teacher**
- O** **Teen Parent Group Leaders**

All employees in each classification may be expected to perform any and all duties of each position within that classification.

* Title I Assistants are required to be Highly Qualified

** Employees hired before June 9, 2004 may be eligible for premium pay

APPENDIX D

EVALUATION AND PROFESSIONAL GROWTH POLICIES AND PROCEDURES

1. The purpose of evaluation.
 - A. The purpose for probationary employees is to assess their performance in judging whether the employee should be placed in a continuing employment status.
 - B. The purpose for continuing employees is to:
 - 2) Assess performance of those receiving promotions or new placements.
 - 1) Assist and encourage employees in improving their skills and performance.
 - 3) Assess performance where there is a concern about performance that may lead to a Personal Improvement Plan or a recommendation for termination for unsatisfactory performance.
 - C. Timelines defined for probationary and continuing employee evaluations may be flexed for up to five (5) working days due to scheduling problems.
2. Probationary/Trial period timelines and procedures.
 - A. Those employees who are newly hired will have a one (1) year probationary period of observation and evaluation. Those employees promoted to a new job category will have a one (1) year trial period of observation and evaluation.
 - B. The timeline for observation and evaluation shall be as follows:
 - 1) Notification
Within the first three weeks of the employee's assignment, the supervising administrator and/or the supervising (cooperating) teacher (if one exists for that position) will meet with the employee to review job expectations, the evaluation form, and to establish a tentative calendar of time periods when various parts of the observation/evaluation process will be completed. Should there be a change in supervising teachers or childcare supervisors, the parties will review job expectations to determine if changes are necessary.
 - 2) Exclusions
Observations shall not occur on the day before or after a holiday or vacation period.
 - 3) First Observation
During the first ninety (90) days of the new position, the supervising administrator will conduct a formal or series of informal observations of the employee.
 - 4) Second Observation

Between the ninetieth day and the end of the probationary/trial period, a second formal or series of informal observations by the supervising administrator will occur.

5) Child Care Workers

Probationary child care employee observations may occur in the context of the site visits by the supervising administrator, and be focused on a broader group than just the probationer. There will be at least four weeks between these observations to allow for the employee to plan for and implement any recommendations from the first observation.

6) Probationary New Hires

A probationary new hire may be terminated without evaluation at any time during the first ninety (90) days of employment.

If still employed after ninety (90) days, the employee's performance will be evaluated. The evaluation of the employee's performance during the probationary period, along with a recommendation for, or not for, continued employment, is expected to be made no later than one hundred and fifty (150) workdays after the beginning of the probationary period.

7) Trial Period for Promoted Employees

If the employee is in a trial period because of a promotion and the recommendation is to not continue the employee in the new assignment, Article 8, Section D, of the Master Agreement shall apply.

C. Observations and conferences will conform to the following:

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

3. Continuing employee timelines and procedures.

Supervising administrators will evaluate continuing employees every third year of their employment. Evaluations can occur in shorter duration as needed, in the judgment of the supervising administrator. During the interim years, the employee will participate in self-directed and self-reported professional growth activities. The professional growth procedures defined in Section 4 (Option II) may be used in place of the regular evaluation process when the following two conditions are met:

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

During years in which evaluations occur:

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

- 1) Observations may occur at any time and without prior arrangements.
- 2) Observations must occur prior to May 1st of each year that a formal evaluation is to occur.
- 3) Evaluations shall be written and reviewed with the employee no later than May 15th of each year in which an evaluation occurs.

B. Observations and conferences will conform to the following:

- 1) Unscheduled observations may occur at any time and without prior arrangements.
- 2) Scheduled observations will be at least thirty (30) minutes in duration. When possible, the supervising administrator will notify the employee in advance so that the employee has an opportunity to request a pre-observation conference.
- 3) The employee may request a conference with the supervising administrator to discuss what will be happening at the time of the scheduled observation and to provide the supervising administrator with any information that would be helpful in understanding the situation.
- 4) Post-observation conferences will be mutually scheduled by the supervising administrator and employee within five workdays of the observation. An additional five workdays may occur by request of either party.
- 5) In the post-observation conference the supervising administrator will identify strengths and weaknesses according to the criteria specified in the evaluation document, and will make specific recommendations for improvements for each weakness identified.
- 6) If there any recommendations for improvement, there will be at least four weeks prior to subsequent observations to allow for the employee to plan for and implement any recommendations from the first observation.

- 7) Employees may request union assistance at any point in the evaluation cycle. That assistance may include union presence at meetings when there is agreement between all of the parties.

4. Option II:

Supervising administrators and employees shall involve themselves in a self-directed plan for the employee in years when this option is selected in accordance with Section 3 above.

- A. Supervising administrators and employees shall meet during the first six weeks of the school year to discuss and reach agreement on work related goals for that employee for the year.
- B. The employee shall work on those goals during the year, and shall report to the supervising administrator at least once before the end of the first semester and once before May 1st of the year on progress towards those goals. Such reports may either be oral or in writing.
- C. During May, the supervising administrator and employee shall meet to review the progress towards meeting the year's goals and discuss possible goals for the following year.
- D. Any records of this activity will be submitted to the employee's personnel file as a record of their evaluation.
- E. Child care administrators may provide informal commentary to continuing staff members on the evaluations criteria at any time.

FRAMEWORK FOR EFFECTIVE PARAEDUCATOR PERFORMANCE

COMPONENT 1

Working With Student(s)

- Support classroom instruction for students
- Facilitate small/large groups of students
- Assist teacher/related services staff
- Know the names and interact with all students
- Facilitate peer activities
- Assist in non-instructional activities (busing, lunch, recess, etc.)
- Understand human growth and development
- Facilitate attendance compliance

COMPONENT 2

Implementing Instruction

- Understand and deliver student instruction programs
- Use alternate communication methods used by student
- Use assistive technology
- Implement specialized programs for student (e.g., feeding, toileting, changing, motor, etc.)
- Make minor changes to students' schedule
- Modify activities and materials for different levels of functioning (language, motor, sensory)
- Cue, shape, fade and/or prompt as needed to follow natural flow of instructional activities
- Record instructional progress (as per student goals and objectives)
- Encourage self-reliance and self-monitoring, as appropriate
- Implement community, vocational or instructional program

COMPONENT 3

Using Management Strategies

- Implement management strategies for challenging behaviors
- Assist in the development of positive behavior management plans for students
- Prevent and anticipate challenging behavior
- Provide safe interventions and de-escalate behavior of students whose behaviors are harmful to self and others
- Facilitate resolution of conflicts

COMPONENT 4

Addressing Students' Needs

- Be aware of and monitor health and/or medical maintenance needs
- Be aware of and monitor prioritized breadth of curriculum activities
- Position student, as needed
- Be familiar with student and family priorities

COMPONENT 5

Communication and Team Skills

- Have direct, ongoing communication with teacher and related services staff
- Maintain regular communication with parents
- Collaborate with building staff
- Participate in team efforts at problem solving, attend team meetings, etc.
- Focus on individual student capabilities (not limitations) in all communications
- Contribute productively as a member of a work team
- Display flexibility

COMPONENT 6

Professionalism

- Conscientious in his/her attendance, punctuality, time management
- Attend inservice training sessions
- Demonstrate continued professional growth
- Use technology tools for communication and productivity as provided by the district
- Maintain confidentiality
- Assist in preparing and maintaining appropriate records (e.g. attendance, lunch)
- Work successfully and positively with others
- Follow district policies, procedures, and deadlines

FRAMEWORK FOR EFFECTIVE PARAEDUCATOR PERFORMANCE

COMPONENT 1: Working with Student(s)

Elements:	Progressing	Good	Exemplary
Support classroom instruction	Follow directions of professional staff	Demonstrates independence in supporting instruction	Demonstrates initiative in supporting instruction
Facilitate small/large groups of students	Follows directions for facilitating small/large groups of students	Replicates strategies of activities for group work	Determines and develops the most effective strategies for working with students
Assist teacher/related services staff	Follows directions and completes tasks as directed	Self directs and completes routine tasks	Anticipates and initiates the completion of new tasks
Know the names and interact with all students	Observes, becomes familiar, and responds to students	Demonstrates knowledge of individual students and responds appropriately	Knows students and anticipates individual needs, interests, and motivations
Interact with other staff in the building	Presents a positives and professional image. Knows communication systems of building	Understands roles of building and other staff and uses communication systems	Communicates and has a positive working relationship with building staff. Collaborates and advocates on behalf of students
Facilitate peer/school and community activities	Becomes knowledgeable of appropriate peer-to-peer interaction	Demonstrates skill sets with regard to appropriate peer-to-peer interaction	Identifies opportunities and promotes peer-to-peer interactions
Assist in non-instructional activities (busing, lunch, recess, etc.)	Follows directions for assisting in non-instructional activities using technology and other tools provided	Demonstrates understanding of non-instructional activities and accompanying tasks	Anticipates and completes tasks needing to be performed
Understand human growth and development	Interacts with students in an age-appropriate manner	Demonstrates ability to appropriately manage issues of growth and development including human sexuality	Applies knowledge of development stages when assisting in the instruction of issues related to growth and development including human sexuality

FRAMEWORK FOR EFFECTIVE PARAEDUCATOR PERFORMANCE

COMPONENT 2: Implementing Instruction

Elements:	Progressing	Good	Exemplary
Understand and deliver student instructional programs	Becomes familiar with the student instructional program	Supports and delivers student instructional program with supervision	Demonstrates initiative in supporting instruction
Use alternate communication methods used by student	Learns and identifies alternative communication methods	Uses alternative communication methods	Determines and develops the most effective strategies for working with students
Use assistive technology	Learns and identifies assistive technology supports	Uses assistive technology supports	Anticipates and initiates the completion of new tasks
Implement specialized programs for student (e.g., feeding, toileting, changing, motor, etc.)	Learns to implement programs for student (e.g. feeding, toileting, changing, etc.)	Applies programs for student (e.g. feeding, toileting, changing, etc.)	Knows students and anticipates individual needs, interests, and motivations
Make minor changes to student's schedule	Observes and understands student's schedule	Suggests appropriate changes to student's schedule	Implements appropriate changes to student's schedule
Modify activities and materials for different levels of functioning (language, motor, sensory)	Observes and understands activities and materials for different levels of functioning	Suggests activities and materials for different levels of functioning	Creates activities and materials for different levels of functioning
Cue, shape, fade and/or prompt as needed to follow natural flow of instructional activities	Learns to cue, shape, fade and/or prompt instructional activities	Recommends ideas to prompt instructional activities	Maintains natural flow of instructional activities
Record instructional progress (as per individual goals and objectives)	Becomes familiar with goals and objectives	Maintains awareness of progress of students throughout the instructional day	Reports and discusses progress of students on a regular basis
Encourage self-reliance and self-monitoring, as appropriate	Observes and understands student self-reliance and self-monitoring	Implement strategies for the self-reliance and self-monitoring of students	Formulates strategies for the self-reliance and self-monitoring of students
Implement community or vocational instruction program	Observes and understands community or vocational while developing situational awareness	Supports and involves students in community or vocational instruction program	Plans and develops community or vocational instruction programs for students

FRAMEWORK FOR EFFECTIVE PARAEDUCATOR PERFORMANCE

COMPONENT 3: Using Management Strategies

Elements:	Progressing	Good	Exemplary
Implement instructional management strategies for challenging behaviors	Learns management strategies and becomes knowledgeable of district policies and regulations regarding student behavior interventions	Uses management strategies with guided support	Implements management strategies safely and independently. Models and demonstrates appropriate responses to difficult behaviors
Assist in the development of positive behavior management for students	Observes, collects and reports data regarding behaviors. Identifies and delivers reinforcers	Delivers student prompts and cues systematically and naturally	Participates in the development of a student intervention plan
Prevent and anticipate challenging behavior	Becomes knowledgeable of prevention strategies	Identifies prevention opportunities and precursors of behavior	Recognizes impact of own behavior on the behavior of others
Provide safe interventions and de-escalate behavior of students whose behaviors are harmful to self and others	Knows when a physical intervention is necessary for safety	Employs minimum use of intervention needed for safety	Analyzes incidents to determine optimal interventions to prevent harmful behaviors

FRAMEWORK FOR EFFECTIVE PARAEDUCATOR PERFORMANCE

COMPONENT 4: Addressing Students' Needs

Elements:	Progressing	Good	Exemplary
Be aware of and monitor health and/or medical maintenance needs	Becomes knowledgeable of health and medical needs of students	Demonstrates, with supervision, ability to apply medical procedures used for student health and safety	Demonstrates ability to independently apply medical procedures and anticipate health needs of students
Be aware of and monitor prioritized breadth of curriculum activities	Identifies the differences among IEP goals, management needs, and breadth of curriculum activities	Demonstrates an understanding of how IEP goals can be imbedded into daily lessons and instructional activities	Demonstrates ability to assess progress toward IEP goals
Be familiar with student and family priorities	Becomes knowledgeable of family concerns	Demonstrates and understanding of family concerns	Engenders trust and support by anticipating unique family needs
Position student, as needed	Safely moves and positions student, with assistance, as needed	Demonstrates proficiency in correct body mechanics and lifting techniques	Shares knowledge regarding correct body mechanics and lifting techniques

FRAMEWORK FOR EFFECTIVE PARAEDUCATOR PERFORMANCE

COMPONENT 5: Communication and Team Skills

Elements:	Progressing	Good	Exemplary
Have direct, ongoing communication with teacher and related services staff	Learns effective and appropriate communication techniques. Understands student confidentiality	Participates and contributes to all program communication efforts	Interacts knowledgeably with colleagues and professional staff. Models proper and respectful communication between staff members
Maintain regular Communication with parents	Learns and understands expectations of professional staff	Initiates communication under direction of teacher and support staff	Maintains routine positive communication with parents
Collaborate with building staff	Meets and knows building staff	Uses available resources in building	Becomes a building resource. Models communication and team skills for other building staff
Participate in team effort at problem solving; attend team meetings, etc.	Learns procedures and problem-solving techniques	Provides input and information at team meetings	Creates solutions. Demonstrates conflict resolution skills
Focus on individual student capabilities (not limitations) in all communications	Becomes knowledgeable about student's capabilities	Discusses progress of student's capabilities	Uses student's strengths to achieve goals
Contribute productively as a member of a work team	Understands role as a member of a work team	Plays an appropriate role in the success of the work team's efforts	Promotes commitment to team practices
Display flexibility	Becomes aware of options	Improvises and adapts to changes	Anticipates and responds proactively to need changes

FRAMEWORK FOR EFFECTIVE PARAEDUCATOR PERFORMANCE

COMPONENT 6: Professionalism

Elements:	Progressing	Good	Exemplary
Conscientious in his/her attendance, punctuality, time management	Learns schedules, routines, procedures and calendars for building and district. Becomes familiar with district expectations about attendance	Demonstrates a pattern of good attendance and punctuality	Manages time effectively and prioritizes work appropriately
Attend inservice training sessions	Accesses opportunities for all training and support available to new employees	Accesses all opportunities for administratively directed training activities	Determines personal/personnel development needs with supervisor support and involvement
Demonstrate continued professional growth	Participates in the evaluation process and the development plan	Collaborates in the evaluation process and design of the development plan	Sets goals and achieves own professional growth
Use technology tools for communication and productivity as provided by the district	Demonstrates the ability to use phone, e-mail and computer software for routine communication and instructional material	Uses technology to organize and improve efficiency of communication and instruction	Promotes and assists others in the use of technology to improve communication and instruction
Maintain confidentiality	Learns laws, board policy and district practices regarding confidentiality and privacy of verbal, written, and electronic communications	Demonstrates ability to determine when, where and with whom it is legal and appropriate to share information	Promotes and teaches others how to maintain privacy and confidentiality
Assist in preparing and maintaining appropriate records (e.g. attendance, lunch)	Learns the requirements for record keeping to assist the teacher	Demonstrates the ability to maintain accurate records need for operations, instruction, assessment and reporting student achievement	Promotes the use of available data to make improvements in instruction and operational efficiencies
Work successfully and positively with others	Treats others with respect and shows a commitment to good internal and external customer service	Demonstrates an understanding and appreciation of the contributions of people with diverse backgrounds and work styles	Uses the unique contributions of others to create effective work teams
Follow district policies, procedures, and deadlines (e.g. travel reimbursement, purchase, incident reports)	Uses information provided by supervisor	Maintains awareness of changes and updates and meets deadlines	Follows procedures with minimal assistance/reminders

Paraeducator Evaluation Summary and Collaborative Plan

Paraeducator: _____
 Location/Building: _____ Assignment: _____
 Hire Date: _____ Probationary/Trial Period From: _____ To: _____
 Evaluator: _____ Evaluation Date: _____

Type of Evaluation (Check One): Probationary: _____ Trial: _____ Continuing: _____

Employee Notification Date: _____
 1st Observation Date: _____ 2nd Observation Date: _____

Employee demonstrates the ability to achieve level of proficiency in all areas. Please comment on any area receiving 1 or 2.

	1	2	3	4	NA
Component 1 Working with students					
Component 2 Implementing instruction					
Component 3 Using management strategies					
Component 4 Addressing student needs					
Component 5 Communication/Team Skills					
Component 6 Professionalism					

1-Unsatisfactory 2-Progressing 3-Good 4-Exemplary

Collaborative Plan: Paraeducator and evaluator develop a plan at the evaluation conference using one or more components from the Framework for Effective Paraeducator Performance.

Area for Improvement	Observable Goal	Suggested Resources
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Comments:

Progress of paraeducator on these components is: (Please ✓ one)

SATISFACTORY **NEEDS IMPROVEMENT** **UNSATISFACTORY**

Evaluator's Signature: _____ Date _____

I have had a conference with my evaluator and have received a copy of this evaluation.

Paraeducator's Signature: _____ Date _____

Ann Arbor Public Schools Copies to: Paraeducator/Evaluator/Personnel File

Ann Arbor Public Schools
AAEA/P – School Age Child Care Staff Evaluation Form

Descriptors:

Child Guidance and Interaction

1. Follows the Discipline Policy of the SACC Program.
2. Interacts with children while keeping aware of the large group activity.
3. Children are comfortable approaching and interacting with staff person.
4. Effectively guides children through transitions.

Organization and Planning

1. Meets with other staff members regularly to plan.
2. Manages time effectively.
3. Implements plans that meet the interests and needs of the children.

Safety, Health and Nutrition

1. Maintains current certification for CPR and First Aid.
2. Has completed Blood Borne Pathogen training.
3. Notices and acknowledges all individuals who enter the child care play area.
4. Follows the policies and procedures detailed in the SACC Staff Handbook for Health, Safety and Nutrition.

Staff & Parent Relations

1. Is flexible and cooperative about helping out where needed.
2. Models positive adult interaction through cooperative caring and effective communication.
3. Communicates effectively with parents.

Professional Expectations

1. Arrives at site ready to work and with a positive attitude.
2. Is regularly present and punctual.
3. Attends meetings and trainings.
4. Dresses in a manner appropriate for interaction with children both indoors and outdoors.

Administration (for Supervisors only)

1. Keeps Coordinator informed about children, parents, staff relationships, and shared space.
2. Submits necessary paperwork to Coordinator in a timely fashion.
3. Maintains accurate budget records.
4. Keeps parents informed through posting of plans, menus, and a monthly newsletter.
5. Communicates effectively with staff making them feel heard and respected.
6. Manages time for staff and self effectively.
7. Supports staff in developing and improving their child care skills.

**Ann Arbor Public Schools
AAEA/P- School Age Child Care Staff Evaluation Form**

Employee: _____ Probationary: _____ Continuing: _____
 Employee ID Number: _____ School: _____ Position: _____
 Coordinator: _____

	1	2	3	4	N/A
Child Guidance and Interaction					
Organization and Planning					
Safety, Health, and Nutrition					
Staff and Parent Relations					
Professional Expectations					
Administration (Supervisors only)					

1-Unsatisfactory 2-Progressing 3-Good 4-Exemplary

Overall Appraisal _____

Narrative Summary *(Separate sheets may be attached)*

Statement and Assessment of Employee's Job Related Goals:

Plans for Future Growth:

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

Employee's Signature: _____ Date / /

Coordinator's Signature: _____ Date / /

“Validity of Proficiency”

Paraeducator _____ Date _____

Evaluator _____

Location/Building _____

The paraeducator named above and I have discussed the Framework for Effective Teaching Assistant Performance. I have determined that this paraeducator is performing at a satisfactory level. In lieu of an evaluation, the paraeducator will participate in a professional development plan.

Supervisor’s Signature: _____ Date _____

Paraeducator’s Signature: _____ Date _____

This form shall be filed with the Human Resource Services Office no less frequently than once every three (3) years by October 1.

Copies to: Paraeducator/Evaluator/Personnel File

**Memorandum of Agreement
between
Ann Arbor Public Schools
and
Ann Arbor Education Association for Paraprofessionals**

Para-educators who have a minimum of 90 college credit hours may be assigned to substitute teacher positions in addition to their regular assignment. When this occurs on either a half and/or full day basis the para-educator shall receive the substitute teacher rate as follows:

Premium Pay

\$134.64 for full day and \$67.32 for half day

Group 1:

\$134.64 for full day and \$67.32 for half day

Group 2:

\$119.10 for full day and \$59.55 for half day

Group 3:

\$109.80 for full day and \$54.90 for half day

This will be paid retroactively beginning January 1, 2007.

FOR THE BOARD

FOR THE UNION

(signature)

(signature)

(title)

(title)

(date)

(date)

MEMORANDUM OF AGREEMENT

Between

ANN ARBOR PUBLIC SCHOOLS

And

ANN ARBOR EDUCATION ASSOCIATION FOR PARAEDUCATORS

Trained Diabetic Personnel

The parties agree that Special Education Teacher Assistants who have participated in the Trained Diabetic Personnel training class and have accepted assignments related to the program, be reclassified on the salary schedule from Group 3 Classification into Group 2 Classification.

Both parties agree that due to the change in nature and workload of the current position, the reclassification is warranted. Any other requests for changes must be agreed upon by both administration and the union.

If the employee is no longer willing or able to perform the necessary functions of the position, it is agreed that his pay and job category will revert to the Group 3 Classification.

It is further stipulated that this agreement may not be used in grievances, mediation or arbitration hearings nor set any precedence as past practice.

For the Employer

For the Association

Date

Date

Memorandum of Agreement

between

The Ann Arbor Board of Education

and

The Ann Arbor Education Association for Para-Educators

The parties agreed during contract negotiations for a successor agreement to the 2006-2010 agreement to create a sliding scale for cash in return for an OPT-Out of health insurance. (Article 18, Section B Option 2)


The parties agree that the following sliding scale will be in effect for the 2011-2013 Master Agreement only.

If 1 to 10	\$1,000 (Deposit in Medical Savings Account or cash)
10-15	\$1,200 (Deposit in Medical Savings Account or cash)
16-20	\$1,500 (Deposit in Medical Savings Account or cash)
21 and above	\$1,700 (Deposit in Medical Savings Account or cash)

- Only one member per family/or relationship is eligible.
- Scale will be set each year after open enrollment
- Every effort will be made to pay out within 30 days of end of open enrollment.

This Memorandum of Agreement constitutes the entire understanding and agreement reached by the parties with respect to this matter, and is not precedent setting as to the master agreement or the policies of the Ann Arbor Board of Education.

ANN ARBOR PUBLIC SCHOOLS



David A. Comsa
Assistant Superintendent
Human Resource and Legal Services

9-7-2011
Date

**ANN ARBOR EDUCATION
ASSOCIATION-Para-Educators**



Paul Morrison
Executive Director

9-7-2011
Date

**ANN ARBOR PUBLIC SCHOOLS
2010/11 AAEA/P CALENDAR**

JULY				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

0

NOVEMBER				
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21

MARCH				
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23

AUGUST				
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DECEMBER				
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APRIL				
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SEPTEMBER				
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21

JANUARY				
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MAY				
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13

10 MONTH EMPLOYEES	
	DAYS
WORK DAYS	= 189

- = PROFESSIONAL DEVELOPMENT, ATTENDANCE REQUIRED
- = PAID HOLIDAY
- = UNPAID DAYS

**ANN ARBOR PUBLIC SCHOOLS
2011/12 AAEA/P CALENDAR**

JULY				
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MARCH				
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AUGUST				
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DECEMBER				
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11

10 MONTH EMPLOYEES	
	DAYS
WORK DAYS	= 189

- = PROFESSIONAL DEVELOPMENT, ATTENDANCE REQUIRED
- = PAID HOLIDAY
- = UNPAID DAYS

**ANN ARBOR PUBLIC SCHOOLS
2012/13 AAEA/P CALENDAR**

JULY				
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DECEMBER				
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OCTOBER				
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JUNE				
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10

10 MONTH EMPLOYEES	
WORK DAYS	- <u>DAYS</u> 189

- = PROFESSIONAL DEVELOPMENT, ATTENDANCE REQUIRED
- = PAID HOLIDAY
- = UNPAID DAYS