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Tentative Memorandum of Agreement

between

The Ann Arbor Board of Education

and

The Ann Arbor Education Association

In response to the financial deficits the Ann Arbor Public Schools is facing due to a lack of funding for public education, the AAEA and the Board of Education have collaboratively agreed as follows:

1. The parties agree that the AAEA will take a 3 percent salary reduction for the 2013-2014 school year. All teachers will continue to move up the salary schedule.
2. The parties will review the MESSA ABC plan and offer it as an alternative health insurance choice with specifics on costs and contributions to be outlined once the data has been received by the parties. As a condition precedent to offering MESSA ABC it must coexist with the plans currently offered in the AAEA Master Agreement and not result in any additional cost to the Board.
3. The parties agree to the modified 4.200 Grievance Procedure as changing "calendar days" to "work days".
4. The parties agree to the 3.00 Association Rights amendments. If the parties ratify this memorandum of agreement on or before March 27, 2013 Article 3.00 shall be effective immediately upon ratification of the agreement by both parties and shall continue in effect through June 30, 2016.
5. The parties agree that duplication of effort is counter-productive. The curriculum council will be reinstated and will be the collaborative vehicle used to review systemic initiatives that are claimed to be repetitive and redundant.
6. The parties agree to form a sub-committee of the problem solving group consisting of science teachers and administrators to discuss class sizes and lab station issues related to staffing, student distribution and safety issues. Recommendations will be brought to Problem Solving for discussion. Final decision regarding the above rests with the Board of Education.
7. This memorandum does not supersede or replace the agreement between the AAEA and AAPS entered into on or about June 14, 2010.
8. Calendar for 2013-2014 school year.

9. The parties agree that should any legislation or administrative rule(s) be passed which would result in any penalties to the District (financial or otherwise) as a result of entering into the 3 year extension of Article 3.00, Article 3.00 will be modified or if necessary deleted, so that it complies with and is not in violation of any legislation or administrative rule(s) so that any penalties (financial or otherwise) will not impact the District in any manner.

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

11. This agreement becomes effective when ratified by the AAEA and the AAPS Board of Education.

ANN ARBOR PUBLIC SCHOOLS

ANN ARBOR EDUCATION
ASSOCIATION

David A. Comsa

David A. Comsa
Deputy Superintendent
Human Resource and General Counsel

Linda S. Carter
President, AAEA

3-18-2013
Date

Date

3/14/2013/ssf

SALARY SCHEDULE
2013-2014
3% Reduction from
2012-2013

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DEGREE / STEP	BA	BA + 30	MA	MA + 30 60W/MA 2 MA	ED. SPEC.	BA + 90/MA	PH.D.
1	\$38,354	\$41,761	\$43,203	\$44,556	\$45,739	\$47,022	\$48,421
2	\$40,953	\$44,638	\$46,435	\$47,799	\$48,998	\$50,392	\$51,829
3	\$43,471	\$47,109	\$49,698	\$51,087	\$52,359	\$53,789	\$55,334
4	\$45,971	\$50,233	\$53,038	\$54,479	\$55,827	\$57,274	\$58,916
5	\$48,643	\$53,785	\$56,450	\$58,005	\$59,374	\$60,882	\$62,523
6	\$51,314	\$56,590	\$60,017	\$61,572	\$62,982	\$64,516	\$66,261
7	\$54,026	\$60,218	\$63,589	\$65,266	\$66,672	\$68,241	\$70,033
8	\$56,857	\$63,465	\$67,197	\$69,112	\$70,625	\$72,385	\$74,403
9	\$59,719	\$66,683	\$70,861	\$72,957	\$74,511	\$76,580	\$78,690
10	\$63,692	\$71,247	\$75,983	\$77,624	\$79,307	\$81,264	\$83,471
L1	\$64,328	\$71,960	\$76,743	\$78,400	\$80,101	\$82,076	\$84,306
L2	\$64,966	\$72,672	\$77,502	\$79,177	\$80,893	\$82,888	\$85,141

Longevity:

L1* (1% higher than step 10.) Teachers with 10 years or more years of experience
(Calculated from seniority date) in Ann Arbor by 9/30/13 will be placed on L1.
L2** (2% higher than step 10.) Teachers with 14 years or more years of experience
(Calculated from seniority date) in Ann Arbor by 9/30/13 will be placed on L2.

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4.200 Grievance Procedure

4.210 Definition

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

4.220 Processing of Grievances

4.221 Informal procedure. Any teacher may take up a grievance directly with the Board, via such channels as it may establish, in accordance with and subject to the conditions and limitations provided by applicable state laws. Without limiting the foregoing, any teacher with a grievance may discuss the matter, in verbal or written form, with the appropriate Administrator within fourteen (14) **WORK** calendar days after the date on which the alleged grievance occurred, or on which the grievant first learned of its occurrence. Written notice must be given to the Association and the representative for Human Resource Services that the grievant intends to pursue the grievance informally. The grievant, under the informal procedure, is entitled to the same rights, including counsel and assistance from the Association, as are given the teacher filing a formal grievance. Any grievance discussed in the informal procedure may, at the option of the grievant, be filed under the formal procedure any time up to thirty (30) **WORK** days from the filing of the informal grievance.

4.222 Formal Procedure. Any teacher desiring to invoke the formal grievance procedure (hereinafter called Grievant) shall proceed as follows: (provided that, a grievance may be initiated at any level of the procedure if the grievance is not against an agent of the Board at any preceding level.)

4.223 Written notices of the Grievance, in the form annexed as Appendix II, signed by the Grievant or a representative of the Association, shall be delivered to the appropriate administrator, the representative for Human Resource Services, and the Association within fourteen (14) **WORK** calendar days after the date on which the Grievance occurred, or on which the Grievant first learned of its occurrence, or if the formal grievance procedure is invoked, within thirty (30) days of filing of an informal grievance. Within seven (7) **WORK** calendar days of receipt of such notice, the appropriate administrator shall meet with the Grievant and representatives of the Association in an effort to settle the grievance, and shall deliver a decision in writing to the Association's representative within five (5) **WORK** calendar days after such meeting. Whenever a Grievance is initially filed against the Board, the time limits described in Section 4.224 shall apply. Appeal of any Grievance initially filed against the Board shall be immediately to arbitration.

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

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

4.230 Arbitration of Grievances

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

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

4.233 The Board and the Association shall attempt to mutually agree on a panel of three (3) permanent arbitrators who shall be appointed annually. The three (3) arbitrators shall be used on a rotating basis except where the parties mutually agree to use an arbitrator out of rotation. If agreement cannot be reached on each of the three (3) arbitrators, the parties may opt to use only those arbitrators on which agreement has been reached or use the services of the American Arbitration Association in the rotation process. Except in cases involving the American Arbitration Association, appeals for arbitration

shall be sent directly to the arbitrator, in rotation with a copy to the Assistant Superintendent for Human Resources and Legal Services. **THE PARTY FILING WITH THE AMERICAN ARBITRATION ASSOCIATION WILL PAY THE FILING FEE.**

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

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

4.234 Cases being arbitrated shall be presented by not more than three representatives for the Association and not more than three representatives for the Board, and shall be conducted in accordance with rules established by the American Arbitration Association. The Association may release witnesses for such proceedings by either authorizing association days or by paying for the cost of any needed substitutes for attendance at arbitration hearings when the number of association days falls below twenty (20) days.

4.235 All evidence to be used by a party in arbitration should, whenever possible, be disclosed to the other party within fourteen (14) **WORK** calendar days after the Association informs the Office of Employee Relations and Staff Development of its demand for arbitration. Evidence not available within such fourteen (14) **WORK** calendar days may, however, be presented in arbitration provided such evidence has been disclosed to the other party not less than seven (7) **WORK** calendar days before the initial arbitration hearing is held. Evidence in expedited arbitration must be disclosed to the other party at least twenty-four (24) hours prior to the hearing. Arbitration proceedings shall not be postponed or recessed to allow compliance with the above requirements. The arbitrator shall rule on any objection made under the terms of this provision, and his/her decision shall be final.

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

4.237 The arbitrator shall render his/her decision in accordance with the rules of the American Arbitration Association, except that he/she shall mail the decision directly to the parties. Both parties agree to be bound by the decision of the arbitrator, as long as the decision complies with applicable law and does not exceed the power of the arbitrator set forth in 4.236, and the parties agree that either party may enter judgment thereon in any court of competent jurisdiction.

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

4.240 Grievance Limitations

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

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

4.250 Grievance Withdrawal and Reinstatement

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

4.260 Grievances, Back Pay

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

4.300 Teacher Grievances Filed Independently

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

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3.000 ASSOCIATION RIGHTS

3.100 Membership Fees and Payroll Deductions

3.110 Payroll Deductions, Membership or Representation Fees

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

3.112 Agency shop fees shall be determined by the Michigan Education Association in accordance with the law and Federal Court Decisions, and shall be reported by the Association as provided below. Any challenge by a bargaining unit member regarding the payment of service fees, or the amount thereof, shall be subject to the Association's internal appeal process for determining the appropriate fees and shall not involve the employer in any manner. The hold harmless provisions of Sections 3.115.1 through 3.115.4 are hereby specifically incorporated into this section.

3.113 United Profession dues amounts shall be determined by the Association, and shall be reported to the Payroll Office by August 15th each year.

3.114 Payment of membership dues or financial responsibility fees shall be made in twenty (20) equal deductions beginning the second paycheck in September and continuing through the twentieth (20th) consecutive paycheck. Payroll deductions on one's assessments and for a teacher shall cease upon termination of said teacher's employment.

3.115.1 In the event of any action against the Board brought in a court or administrative agency because of its compliance with Section 3.110 of this Agreement, including but not limited to any and all actions brought pursuant to Michigan's "Right to Work" legislation, MCL 423.209 and 423.210, the Association agrees to defend such action, at its own expense and through its own counsel provided:

3.115.2 The Board notifies the Association of such action as soon as practicable.

3.115.3 The Board shall give full cooperation to the Association and its counsel in preparation for any court or administrative agency action which results from compliance with section 3.110.

3.115.4 The Association shall, when the Board is sued individually or jointly, will provide competent legal counsel for such defense at the expense of the Association and the Michigan and National Education Association.

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The Association, the Michigan and National Education Associations, shall indemnify and save the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with Section 3.110, including all liability pursuant to Michigan's "Right to Work" legislation, MCL 423.209 and 423.210, but this does not include any liability for unemployment compensation. The provisions of any state, federal, or local law or statute which provide that such an indemnification clause or release shall not extend to this Article, or to claims, demands, suits or other forms of actions which are unsuspected to exist at the time to the parties executing such an indemnification and release, are hereby expressly waived by the Association and the employees covered by this Agreement.

3.116 For teachers employed after the opening of school, membership fees or representation fees shall be paid according to the following formula: Total fee divided by ten (10), multiplied by the number of months remaining in the school year.

Payment of fees shall be as follows:

Equal installments beginning in the first month of employment and continuing through June.

3.120 Remittance of Deductions

3.121 The Board shall within ten (10) days after each deduction is made, remit to the Association the total amount deducted for that period, including dues, assessments and fees for the Association, MEA, and NEA, accompanied by a list of teachers from whose salaries the deduction has been made.

3.122 The Board shall not be responsible for collecting any such dues, assessments, or fees not authorized to be deducted under Section 3.110.

3.123 Notwithstanding any other provision of this Agreement, in the event that Michigan law prohibits the employer from assisting in collecting dues or service fees from wages,

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then the law will supersede any and all provisions to the contrary and collection of dues or service fees shall be within the exclusive province of the Association without any further obligation/liabilities attributable to the employer.

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

3.130 Payroll Deductions--Other

3.131 All deductions from the teacher's salaries shall be listed separately on the employee's statement of earnings issued each pay period when practicable.

3.132 The Board will also deduct and pay over from the pay of any teacher such deductions as the teacher may direct, by written authorization delivered to the Board at least seven (7) calendar days prior to issuance of the paycheck to be affected, and within the enrollment period of any plan accepted, in negotiations, as a carrier for teachers as listed in Appendix VII.

3.140 If the Parties ratify this Agreement on or before March 27, 2013, this Section 3.100 "Membership Fees and Payroll Deductions," and subsections through 3.140, shall be effective immediately upon the ratification of the Agreement by both Parties and shall continue in effect through June 30, 2016.

**ANN ARBOR PUBLIC SCHOOLS
2013-2014 SCHOOL CALENDAR**

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SEPTEMBER	Tuesday	3	First Day for Students - Full Day of School
	Wednesday	25	Early Release Day for Huron, Pioneer, A2 Tech & Middle School Students
OCTOBER	Wednesday	2	Student Count Day
	Thursday	10	Skyline Only - No School for Students Professional Development Day
NOVEMBER	Tuesday	5	No School for Students - Election Day Elementary PD in A.M.; Report writing in P.M. Middle School/High School PD all day.
	Friday	8	End of 1 st Marking Period for Middle & High Schools
	Wednesday	13	Middle and High School grades due in Powerschool
	Tues & Wed	19-20	Skyline High School Exams
	Thursday	21	Skyline Only - End of 1 st Term - No School for Students
	Tuesday	26	Elementary report cards are sent home
	Wed/Thur/Fri	27-29	No School for Students - Thanksgiving Break
DECEMBER	Wednesday	4	Early Release Day for Huron, Pioneer, Community, A2 Tech & Middle School Students
	Monday	23-1/3	Winter Vacation thru January 3, 2014
JANUARY	Monday	6	School Resumes
	Monday	20	Martin Luther King Jr. Day - No School for Staff & Students.
	Tuesday-Friday	21-24	High School Exams
	Friday	24	End of First Semester for Middle & High Schools
	Monday	27	No School for Students in Middle & High Schools - Teacher Records Day
	Tuesday	28	No School for All Students - K-12 Professional Development Day
	Wednesday	29	First Day of Second Semester for Middle & High Schools
Wednesday	29	Middle and High School grades due in Powerschool	
FEBRUARY	Wednesday	12	Student Count Day
	Mon - Friday	17-21	Mid Winter Vacation thru February 21, 2014
	Monday	24	School Resumes
MARCH	Monday	10	No School for Elementary Students - Teacher Report Writing Day
	Tue/Wed/Thu	4-6	MME Exams - High School Reduced Day Schedule
	Monday	17	Elementary report cards go home
	Wednesday	19	Early Release for Huron, Pioneer, Community, A2 Tech & Middle School Students
	Thurs & Friday	20-21	Skyline High School Exams
Monday	24	Skyline Only - End of 2 nd Term - No School for Students	
APRIL	Friday	4	End of 3 rd marking period for Middle & High Schools
	Mon - Friday	7-11	Spring Break - No School thru April 11, 2014
	Monday	14	School Resumes
	Wednesday	16	Middle and High School grades due in PowerSchool
	Friday	18	No School for Students & Staff- Good Friday
Wednesday	23	Early Release for Huron, Pioneer, Community & A2 Tech Students	
MAY	Thursday	1	Skyline Only - No School for Students Professional Development Day
	Wednesday	14	Early release for Huron & Pioneer Students
	Wednesday	14	No school for Middle School Students - Teacher Professional Development Day
	Monday	26	Memorial Day - School is Closed for Staff & Students
JUNE	Tue/Wed/Thu	10-12	High School Exams
	Wed & Thursday	11-12	Skyline High School Exams
	Friday	13	End of Second Semester. Half Day for Students. Elementary Report Cards go home - Afternoon is records day. Teachers may leave upon completion of their assignments. School offices are open until 5:00 p.m. to facilitate checkout.
	Monday	16	Each emergency closing day of the 2012-13 school year which reduces the District's attendance days below that required by the state will be made up beginning with this day and each consecutive week day thereafter. Note: Districts are allocated 30 hours for emergency days (including weather-related).
	Wednesday	18	Middle and High School final grades due The full days designated for records/report writing will remain as teacher days with the understanding the teachers are free to leave upon fulfilling their responsibilities.