

Tentative Agreement between AAEA and AAPS
For a Successor Agreement Extending the 2009-2011 Master Agreement
June 14, 2010

Financial Package

- I. At the end of each fiscal year, starting with 2009-2010 (as the base), the district's audited report will be used to determine the effect on the AAEA pay scale for the following year. It is anticipated that the audited report will be finalized in November and any resulting raise will be added retroactively to the start of that school year. The adjustment to pay checks will happen by the first payroll in February.
- II. Each year the total general fund revenue will be compared to the previous year's total general fund revenue. Example: 2010-2011 will be compared to 2009-2010 in November of 2011 and the result would be applied to the 2011-12 scale. Pattern repeats for the duration of the agreement.
 - A. Any decrease in total general fund revenue will result in the pay scale remaining the same for the next year.
 - B. If fund equity is great than or equal to 10% of expenditures then any increase in total general fund revenue will be allotted as follows:
 - 25% to district
 - 75% to employees – AAEA receives this amount multiplied by the percentage of AAEA employment costs divided by total employment cost for all personnel for the previous year (for example - 2009-2010 school year 70%). This dollar amount will be converted to a percentage and applied to the salary schedule agreed upon for 2009-2010 or distributed as in D below.
 - C. Future increases will be applied to the enhanced scale; increases to the pay scale do compound.
 - D. The District and the Association may agree to use all or part of the cash amount to increase the district's contribution to health insurance, off scale payments, or as contributions to tax deferred accounts.
 - E. This provision remains in effect until a minimum of \$4,500,000 has been applied to the salary scale and/or health benefits.
- III. The total general fund revenue used in Section II above will be reduced by the amount equal to any increase in mandatory contributions to MPSEs required by the state for AAEA members. Private gifts, including those through AAPSEF, will also be excluded from total general fund revenue. All other sources of revenue must be included in total general fund revenue.

Financial Package - continued

- IV. In 2010-2011 the AAEA agrees to the following concessions:
- A. 1.1% deduction from each employee's contract amount for 2 "unpaid snow days".
 - B. 1.1 % deduction from each employee's contract amount for 2 "Special Personal Business" days. These days may be used as per the contractual provisions for Personal Business Days (6.330) except that they do not convert to sick days and starting September 1, 2015, they may be converted to cash at the employee's per diem rate. The district may limit the conversions to cash to 150 per year. The "Special Personal Business Days" will be converted to cash at any date the employee retires, resigns or leaves the district and these conversions will not count towards the 150 per year limit.
 - C. All step and lane changes will be honored. Progress from one step to the next step will be delayed by 135 days (3/4 of the year).
 - D. The adjustments to pay caused by A, B and C above will be made prior to the first pay in September and spread evenly over all pay checks.
 - E. Wage freeze.
- V. In 2011-2012 the AAEA agrees to the following concessions:
- A. All step and lane changes will be honored. Progress from one step to the next step will be delayed by 135 days (3/4 of the year).
 - B. The adjustments to pay caused by the above delay will be made prior to the first pay in September and spread evenly over all pay checks.
- VI. Appendix V – Supplemental pay
- A. For 2010-2011 all Appendix V pay amounts will be reduced by 5% of their 2009-2010 dollar amounts (approximately \$90,000).
 - B. Both sides will submit recommendations to Problem Solving prior to January 15, 2011, with the goal of reducing district costs of Appendix V by \$265,000.
- VII. Layoffs
- A. There will be no layoffs of AAEA members employed in 2009-2010.
 - B. There will be no layoffs of AAEA members employed in 2010-2011.
 - C. Any layoff in 2011-2012 will be mitigated by the maintenance of at least 10 district substitute positions. Members assigned to these positions would have full contractual rights and responsibilities but no permanent classroom assignment. They would be assigned to the first available position for which they are certified and qualified making the sub position available for another laid off member.
- VIII. Duration of Agreement
- Where ever the phrase "duration of agreement" is used it refers to June 30 of the school year in which Section II above is satisfied. That is the year in which the shared revenue increases total \$4,500,000 or more. That date will be known in November when the official audited report is received. Negotiations for a successor agreement should begin by March 1 of that school year per section 1.223 of the Master Agreement.

MoAs tied to the “District’s Financial Crisis”

The following MoAs will be renewed annually at AAEE/AAPS Problem Solving if:

- 1. Salary Proposal Section II has not yet been satisfied**
- 2. Fund equity as determined in the audited annual report has not exceeded 15% of Total Expenditures**

The relevant sections follow each MoA below for reference purposes.

MoA – For the duration of this agreement (Salary Proposal Section II) 7.411 (media center staffing) will not be grieved and the following will be used to staff media centers:

- 1. Comprehensive High Schools – 2 media specialist and 1.0 FTE clerical assistance scheduled such that there will always be at least two adults present in the media center.**
- 2. Skyline High School – 1 media specialist for 2010-2011 then as in # 1 above**
- 3. All Middle Schools – 1 media specialist – clerical assistance per 7.413**
- 4. Clemente and Stone –will continue with .5 media specialist**
- 5. Elementary – minimum of 150 minutes per week per building “open library” time – clerical assistance per 7.413**

7.411 The Board shall employ one media specialist who works directly with students for each 650 students or major fraction thereof. Each media specialist must possess a School Media Specialist’s endorsement.

7.413 The Board shall provide adequate clerical assistance for each media center.

All elementary buildings with a student population of below 400 will receive one half-day per week of clerical support throughout the year except during the last four weeks of the school year during which the allotment will be doubled to two half-days per week.

All elementary buildings with a student population of 400 or more will receive two half-days of clerical support per week throughout the year except during the final four weeks of the school year during which the allotment will be doubled to four half-days per week.

The parties agree that any inventory tasks necessary in the professional judgment of the media specialist will be conducted through the doubling of the clerical support during the last four weeks of the school year.

Each middle school media center will be assigned .5 FTE clerical assistance. Ann Arbor Open School at Mack media center will be assigned .3 FTE clerical assistance. The principal of each school will be advised that the Board has made this commitment to the Association. This commitment includes the expectation that each school will supplement the .5 FTE clerical assistance with additional support.

MoAs tied to the “District’s Financial Crisis”- continued

MoA – For the duration of this agreement (Salary Proposal Section II) sections 3.622 and 3.623 (teachers cannot be required to take student teachers) will not be grieved and student teachers may be assigned to 3rd, 4th, or 5th grade elementary

teachers for the purpose of supporting the district's "World Languages" initiative. It is understood that when Salary Proposal Section II is satisfied certified teachers will be hired for this program if it continues to exist.

- 3.622 Student Teacher Program
Student teachers shall not be assigned to any probationary teacher except in special circumstances. _
- 3.623 No teacher may be required to accept a student teacher. All appointments of student teachers shall be made by the Administration. No agreement to participate shall be deemed final unless and until the teacher has been advised of all compensations and benefits offered by the placing institution to the supervising teacher. (Interns, pre-student teachers, etc)

MoA – For the duration of this agreement (Salary Proposal Section II) 7.462 and 7.463 (secretaries for counselors) will not be grieved. Clerical help will be 1.0 FTE at each comprehensive High Schools and access to 1.0 FTE at the Middle Schools.

- 7.462 The Board shall provide a full time secretary, or equivalent, for the use of the guidance personnel for each class in high school.
- 7.463 In each Middle School the Board shall provide one full time secretary, or equivalent for the use of guidance personnel.

MoAs tied to the “District’s Financial Crisis”- continued

MoA – For the duration of this agreement (Salary Proposal Section II 7.340(.1-.9) and 7.370(.1-.8) “clerical assistance” will not be grieved.

7.340 Elementary and Ann Arbor Open School at Mack Clerical Assistance

- 7.341.1 Each elementary and Ann Arbor Open School at Mack teacher and Ann Arbor Open School at Mack counselor shall receive secretarial and clerical assistance within the constraints of Section 7.521 as described in the following provisions:
- 7.341.2 Typing and mailing letters and memos.
- 7.341.3 Typing and reproduction of materials of reasonable length for the classroom.
- 7.341.4 Ordering of approved supplies for the classroom.
- 7.341.5 Making entries in students' records from materials provided by teachers.
- 7.341.6 Reception and transmission of telephone messages to teachers and parents.
- 7.341.7 Such other clerical work as teachers may request subject to the approval of the appropriate building administrator.
- 7.341.8 Such assistance, however, shall not exceed fifteen (15) hours per full time equivalent teacher or counselor per year, except kindergarten teachers who shall be entitled to fifteen (15) hours per section of kindergarten per year.
- 7.341.9 The parties acknowledge the right of Teacher Consultants to fifteen (15) hours of clerical assistance per year per full time equivalent assignment in the buildings. If the information is confidential, the Teacher Consultant will confer with the principal, who will arrange for it to be typed.

7.370 Secondary Clerical Assistance

- 7.371.1 Each Secondary teacher shall receive secretarial and clerical assistance within the constraints of Section 7.521 as described in the following provisions:
- 7.371.2 Typing and mailing of letters and memos;
- 7.371.3 Typing and reproduction of materials of reasonable length for the classroom;
- 7.371.4 Ordering of approved supplies for the classroom;
- 7.371.5 Making entries in students' records from materials provided by teachers;
- 7.371.6 Reception and transmission of telephone messages to teachers and parents;
- 7.371.7 Such other clerical work as teacher may request subject to the approval of the appropriate building administrator;
- 7.371.8 Such assistance, however, shall not exceed fifteen (15) hours per full time equivalent teacher per year.

Affirmative Action Edits – required to remain legal

4.400 No Discrimination

- 4.411 The Board shall not, directly or indirectly, discriminate against any teacher with respect to hours, wages, terms or conditions of employment or application of the provisions of this Agreement or Board policies, and the Association shall not, directly or indirectly, discriminate against any teacher with respect to membership representation or participation in Association activities, by reason of race, creed, religion, color, national origin, age, sex, marital status, sexual orientation, handicap, or political beliefs.
- 4.412 **Staffing practices will reflect the Ann Arbor Public Schools and community's desire for diversity.** The Board and the Association agree that affirmative action **as allowed by law** must be taken to recruit, employ, and retain ethnic minority group persons. Both parties agree that a highly significant part of the experience of children in today's society involves cross racial experiences. Part of that experience must be with ethnic minority group members who are educators. To the achievement of these ends, both parties agree that affirmative **personnel** practices in hiring, initial assignment, voluntary re-assignment and the maintenance of minority staff in buildings shall not constitute discrimination within the meaning of Section 4.411. The parties also agree that it shall be their mutual goal to assign at least two African-American classroom teachers to each building.
- 4.813.1 If a layoff is anticipated, the parties agree to meet to review the layoff and recall procedure and criteria. The purpose of the meeting will be to determine a legally enforceable layoff and recall procedure, which is consistent with the intent of ~~the Affirmative Action Policy~~ **Sections 4.411 and 4.412** of and the Master-Agreement, to retain minority employees.
- 6.151.2 Listing of additional remuneration above the basic salary schedule (Appendix IV) for any position included in this agreement shall not be deemed to commit the Board to filling any such position absent a specific requirement to the contrary. If filled, positions where professional certification is required shall be filled by teachers unless none apply. ~~Affirmative action~~ **Sections 4.411 and 4.412** shall be included among the factors considered in filling a position.
- 6.151.4 In filling coaching positions, the following criteria shall apply:
1. Length and kind of coaching experience;
 2. Formal preparation, previous experience in coaching the sport, and any relevant written evaluations;
 3. Participation in the sport to be coached.
 4. ~~Affirmative Action.~~ **Sections 4.411 and 4.412.**

Language Changes

Line through indicates eliminated words

Bold, italic and under lined indicated new words in existing section

The word ***NEW*** indicates new section

Academic Freedom – Current Language

NEW

820. ***A teacher who is laid off and then recalled the following school year is subject to the following provisions:***
821. ***If recalled after the last day of school but before August 1 they will return 50% of their unemployment compensation to the district.***
822. ***If recalled between August 1 and August 15 they will return 25% of their unemployment compensation to the district.***
823. ***If recalled after August 15 they will not return any of their unemployment compensation to the district.***
824. ***The recalled teacher may make arrangements with the finance department to have this obligation spread out evenly over the entire year or paid in one sum.***

6.211.4.1 Health Insurance

For 2009-2010 and 2010-2011 ***the duration of the agreement*** the Board will provide \$12,582.13 unless altered by the revenue sharing process per teacher for health benefits. For 2009-2010 any difference between the Board's contribution and the teacher's selected plan cost will be paid to the teacher in evenly distributed pays during the school year.

Language Changes - continued

Line through indicates eliminated words

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The word ***NEW*** indicates new section

School Year and School Day

7.217.3 All elementary and Ann Arbor Open School at Mack teachers assigned to a school building on a full-time basis shall be required to be in the building not more than ~~twenty (20)~~ ***fifteen 15*** minutes prior to the beginning of the morning session. ~~Each building safety plan will continue to reflect "safe passage" between bus drop-off and entering the school with the first bell.~~ Supervision of students between the first ***entering bell*** and second ***beginning of instruction*** elementary starting bell will be reflected in the safety plan ***remain the responsibility of building staff.*** Teachers are required to be in the building two (2) minutes before the beginning of the afternoon session. Elementary and Ann Arbor Open School at Mack teachers shall not be required to be in their classrooms more than five (5) minutes before the morning session nor two (2) minutes before the afternoon session. Elementary classroom teachers may leave at the end of the day upon completing the following responsibilities:

- Walk students safely to their appropriate point of departure be it bus, parent pick-up point, etc.
- Remain until the busses depart or parent pick-up but not later than eight (8) minutes after the school day except in emergencies situations, i.e., bus delays and inclement weather.
- Continue to contribute to the supervision of parent pick-up time ~~as outlined in the school's safety plan.~~

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

7.223.1 Teachers may be required to attend meetings of building parent-teacher organizations, but only if their active participation therein is scheduled. Teachers may not be required to attend more than ~~two (2)~~ ***one (1)*** capsule nights or curriculum nights per year, ~~and if held, both nights may not be used in the same week. This time may be used for parent conferences at the elementary level.~~

7.322 Elementary Special Areas

7.322.1 All travel time for special subject area teachers shall be scheduled during the regular elementary day, except during the lunch time, as specified in Appendix VI (School Hours).

7.322.2 The specialists in instrumental and vocal music, physical education, ~~and art,~~ ***and media*** shall prepare any evaluations of progress of pupils in those subjects taught by them.

Language Changes -continued

Line through indicates eliminated words

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The word ***NEW*** indicates new section

7.330 Elementary Instructional and Unassigned Time

7.331 Elementary Classroom Instructional Time

7.331.1 Student contact time for elementary teachers will not exceed ~~1518~~ 1514 minutes per week, except that student contact time for elementary vocal music, physical education, and art, and media specialist teachers will not exceed 1440 minutes per week. For all elementary teachers, all time beyond ~~1518~~ 1514 minutes per week will be unassigned time. Such unassigned time will be a minimum of ~~28~~ 30 minutes per day. ~~The maximum student contact time for special area teachers may exceed the stated minutes in order to accrue (bank) time for the purpose of end of the year procedures (see Appendix XV).~~

7.332 Elementary Specials Instructional Time

7.332.2 Elementary vocal music and physical education teachers will not be assigned more than ~~three (3) consecutive sections or more than 105~~ 122 continuous minutes of student contact time unless mutually agreed upon.____

~~7.332.7 Elementary media specialists may be required to provide instruction to classroom groups of students. Classroom groups may be scheduled up to: 950 minutes for 2006/07 school year, 1050 minutes for 2007/08 school year and 1250 minutes for 2008/09 school. For media specialists, minutes beyond these limits but not greater than 1518 minutes per week, will be considered as open or flexible use of the media center. ILT teaching staff will provide instruction to classroom groups of students similar to all other special area teachers but not greater than 1440.~~

NEW

7.332.8 Classroom teachers will receive 316 minutes per week (pro-rated by the number of school days in the week) of release time, through the last full school day of the last week of the school year.

Language Changes - continued

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7.490 English as a Second Language

7.494 The caseload for elementary school teachers of English As A Second Language shall be 75 ***students receiving direct services. ESL Teachers can monitor up to five (5) additional students.*** ~~Every reasonable effort~~ ***The district*** will provide assessment support for caseloads exceeding ~~65~~ ***75*** students ***including monitored students*** per full-time teacher.

ESL teachers will be responsible for meeting all compliance expectations having to do with implementing Title III expectations to include annual testing.

ESL teachers may "flex " instructional time to include teaching during non traditional time such as before school, over lunch, and after school hours in order to minimize "pulling students out" of core instructional time.

NEW

7.496 ESL assignments will minimize the necessity to travel between multiple buildings, maximize instructional efficiencies, and reflect programmatic input from staff. In recognition of the district's changing needs for ESL service, ESL positions may be reorganized twice during a school year.

7.640 Evening Conferences

7.641 There shall be four (4) evening conference times scheduled during the year at all levels. These conferences shall be scheduled with input from the Association as to dates and will not coincide with Curriculum Night or Open House. These evenings shall be the time equivalent of half day units. ~~Non-classroom~~ ***Teachers*** may satisfy this 12-hour obligation in alternative ways with prior approval of the principal.

Language Changes - continued

~~Line through~~ indicates eliminated words

media, ESL indicated new words in existing section

The word ***NEW*** indicates new section

7.923 Involuntary Transfer

7.924.3 If art, physical education, ~~media, ESL~~ or music teachers are to be reassigned from their art, physical education, ~~media, ESL~~ or music positions, the Board shall first seek volunteers to leave their current disciplines to accomplish the reduction. If insufficient volunteers come forward, the Board shall reassign the teacher (s) with the least experience in the District as a teacher and who possess certification that is needed to fill open positions in the District. The Board shall then voluntarily transfer other teachers of the reassigned discipline as necessary to readjust the teaching staff in that discipline to where they are needed. Art, physical education, ***media, ESL*** and music teachers shall be considered as a system-wide group within their discipline for this process with no differentiation among instructional levels.

If voluntary transfers do not accomplish the necessary reassignments, the Board may invoke the involuntary transfer process to fill the need. Teachers reassigned from one of the above disciplines in this manner shall be given first right of refusal for two (2) years or up to two (2) offers whichever comes first, being recalled in order of seniority from the initial reassignment.

Language Changes

~~Line through~~ indicates eliminated words

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The word **NEW** indicates new section

APPENDIX XV

SPECIAL AREA TEACHERS AND OTHERS

~~The last day of classes in elementary schools for special area teachers is sometimes different than regular classroom schedules. To allow for these changes while preserving classroom teacher's prep time and assuring special teacher's student contact time, time may be banked during the course of the year. Special teacher's schedules may be increased to bank time for the following end of the year procedures. The end of the year teaching schedule for special area teachers is as follows:~~

1. ~~Elementary Instrumental Music: the last 3 1/2 days of school.~~
2. ~~Elementary Vocal Music: the last 1/2 day of school.~~
3. ~~Elementary Physical Education. the last 1/2 day of school~~
4. ~~Student Intervention Support Services: Itinerant staff will work out schedules per building.~~
5. ~~Elementary Art:
Teachers with one building: the last 2 1/2 days of school.
Teachers with more than one building: the last 3 1/2 days of school. An additional day beyond those mentioned will be allowed if the art teacher is responsible for maintaining and ordering art supplies for the building.~~
6. ~~Media Specialists: End of the day on the last full day of student contact. Unscheduled time will be used for inventory. Scheduled classes should continue until the end of the school year. The media specialist time that is not scheduled should be used for inventory and shut down responsibilities. Increase teacher clerk time to support this activity beginning May 15th.~~
7. ~~Secondary Media Specialists: Schedules will reflect building based needs and activities (inventory, exam schedules, etc.).~~
8. ~~Secondary Counselors: Determined at the building level.~~
9. ~~Elementary Computer Lab: will work out schedules per building.~~

APPENDIX XVI-Joint Educational Needs Committee - ~~***delete entire Appendix***~~

Summary of Memorandum of Agreements Complete MoAs follow one per page

Professional Development – new language added

Evaluation of Personnel – Article 4.600 and Appendix XIII – dates altered and criteria established

Merit Pay – Method of Compensation – dates altered – required by state law

NEW – Regarding Sections 3.133 & 6.240 regarding Tax Exempt Payment Programs

Memorandum of Agreement
between
The Ann Arbor Education Association
and
The Ann Arbor Board of Education

Evaluation Review Committee

The following understanding is reached between the Ann Arbor Board of Education and the Ann Arbor Education Association regarding continuation of the Evaluation Review Committee.

1. The parties recognize the importance of evaluations in measuring teacher competence and fostering professional development and growth.
2. Teacher evaluations can improve instruction, deliver feedback in a positive way, improve weak areas, and amplify strengths.
3. The parties agree that the work of the Evaluation Review Committee will continue with the full support of the Ann Arbor Board of Education and the Ann Arbor Education Association.
4. The Committee will report out as needed to the Joint Problem Solving Committee and make any recommendation to change the current evaluation document by the end of the ~~2009/2010~~ School Year and include it in the 2011/2012 Collective Bargaining Agreement.
5. **Based on the Committee report the following timelines and principles are agreed to:**

Timelines: 2010-11 voluntary participation in agreed upon model
2011-12 voluntary participation in agreed upon model
2012-13 adopt model if agree to by the Board and the AAEA

All Administrators providing evaluation will be appropriately trained in the evaluation model and recertified every two years.

■ **Training will be available for teachers as part of contractual Professional development time.**

■ **An appeal process will be developed in the event a disagreement about the interpretation of evidence arises before the 2012-2013 contractual adoption.**

■ **Special area evaluations must have input from the effected departments and must be agreed upon between the parties before the 2012-2013 contractual adoption.**

■ **Measures of student growth will be included as required by law and as developed between the parties at Problem Solving before the 2012-2013 contractual adoption.**

■ **The current evaluation language in the contract remains. The agreed upon evaluation model is substituted for the current model. The parties recognizing the annual evaluation requirement of MCL 380.1249 and will collaborate to establish topics and schedules.**

■ **The district will provide an electronic format for narratives, reflections, etc. as a support to the agreed upon model.**

■ **Implementation time and training will be developed in partnership with the AAEA over the next 3 years resulting in sharing time.**

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 contract or the policies of the Board of Education of the City of Ann Arbor.

Memorandum of Agreement
between
The Ann Arbor Education Association
and
The Ann Arbor Board of Education

Joint Committee on Alternative Methods of Compensation

The following understanding is reached between the Ann Arbor Board of Education and the Ann Arbor Education Association regarding a joint committee on alternative methods of compensation.

1. The Committee will have three (3) representatives each from the Ann Arbor Board of Education and the Ann Arbor Education Association.
2. The Committee will issue a preliminary report to the Problem Solving Team at the end of the first semester of the ~~2009/2010~~ 2010-2011 School Year.
3. It is the intent of the parties that the Committee will issue a final recommendation at the end of the ~~2009/2010~~ 2010-2011 School Year for consideration to be included in the 2011/2012 Collective Bargaining Agreement.

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 contract or the policies of the Board of Education of the City of Ann Arbor.

ANN ARBOR PUBLIC SCHOOLS

**ANN ARBOR EDUCATION
ASSOCIATION**

David A. Comsa
Assistant Superintendent
Human Resource and Legal Services

Paul Morrison
Executive Director

Date

Date

Memorandum of Agreement
between
The Ann Arbor Education Association
and
The Ann Arbor Board of Education

Regarding Sections 3.133 and 6.240 regarding Tax Exempt Payment Programs

The parties agree to the following:

The AAEA and the Administration will establish criteria for the district to issue an RFP requesting a program for tax exempt investments for employees.

The decisions regarding the Program will be made on a timeline such that the new program may be in place by January 1, 2011.

ANN ARBOR PUBLIC SCHOOLS

**ANN ARBOR EDUCATION
ASSOCIATION**

David A. Comsa
Assistant Superintendent
Human Resource and Legal Services

Paul Morrison
Executive Director

Date

Date