

2003-2007

MASTER AGREEMENT

between

**The Ann Arbor
Board of Education**

and

**Ann Arbor
Administrators
Association**

July 1, 2003 - June 30, 2007

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ARTICLE I - RECOGNITION

The Ann Arbor Administrators Association is hereby recognized as the exclusive bargaining agent for administrators holding the positions of Principals, Assistant Principals, Class Principals, Deans, Assistant Deans, Directors and Assistant Directors; or who are acting/interim Administrators for one half or more of the contract year for the position occupied; excluding the Executive Director for Instruction, Executive Director for Information Services, Director of Capital Planning, Director of Computer Services, Director of Transportation, Student Support Services Program Supervisors, and all other Administrators of the Board.

The Association and the Board will meet and mutually agree on what positions will be filled on an acting basis and for how long. If there is no agreement, the Board will provide to the Association a written statement of reasons why the position will be filled on an acting basis and/or remain as acting.

When new administrative positions covered by this Agreement are created by the Board, the determination of inclusion or exclusion from membership in the Association shall be discussed by the Association and the Board's designee within 20 working days of the Board's action.

ARTICLE II - BOARD RIGHTS

Subject to the provisions of this Agreement, the Board has the sole responsibility and authority to establish, manage and direct, on behalf of the public, all of the operations and activities of the Board to the full extent authorized by law.

It is understood that any matter not specifically set forth in this Agreement remains within the reserve rights of the Board.

ARTICLE III - DEFINITIONS

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

- A. Board shall mean the Board of Education of the Ann Arbor Public Schools or its designee.
- B. Association shall mean the Ann Arbor Administrators Association (AAAA) or its designee.
- C. Administrator, for purposes of this Agreement, shall mean a member of the bargaining unit.
- D. Superintendent shall mean Superintendent of Schools of the Ann Arbor Public Schools or his/her designated representative or designee.
- E. Days, except when otherwise specifically defined, shall refer to calendar days.

ARTICLE IV - NEGOTIATION PROCEDURES

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

ARTICLE V - ADMINISTRATOR SELECTION AND AFFIRMATIVE ACTION

A. Administrator Selection

Whenever any vacancy in any Administrative position, covered by this Agreement, shall occur, the Board shall publicize the same by posting the vacancy. No vacancy shall be filled, except in cases of emergency and/or on a temporary basis, until such vacancy shall have been posted for at least fourteen (14) days.

At least one member of the Association will be a member of the selection committee which makes recommendations for filling administrative positions covered by this Agreement. Such committee member shall be selected by the Association.

Temporary Administrators: The Board shall not appoint an individual as a temporary administrator for longer than one (1) calendar year without consulting with the Association.

B. Affirmative Action

The Board and the Association agree that continuing effort be directed toward recruiting and retaining minority group persons (African-Americans) and women in administrative positions.

ARTICLE VI - ADMINISTRATIVE TRANSFER

A. Any member of the Association may make application for a transfer to a position of similar responsibility or job specification covered by this Agreement, except that an administrator who is serving a probationary period may not request a transfer without prior written approval from the Superintendent of Schools.

B. An Administrator who is eligible, under the provisions of this Agreement, may make application for transfer. The President of the Association will be informed of the resignation/termination of administrator(s) and he/she will communicate the information pertaining to a possible vacancy to the members of the bargaining unit. An administrator who is interested in a transfer should notify the Superintendent of his/her interest in obtaining a transfer within five (5) days during the school year and ten (10) days during the summer following notification to the President. Permanent action will not be taken until the above timelines have expired. This procedure will not apply to positions which become open as a result of a transfer.

In a time period two weeks prior to the start of school through the first week of school, the five day timeline for an administrator to notify the Superintendent, as defined above, shall be

reduced to seventy-two (72) hours exclusive of week end days and holidays. The parties may agree to modify this seventy-two (72) hour timeline by mutual agreement.

- C. When an opening occurs, the posting shall be sent to each building for posting and a copy shall be sent to the Association.
- D. Among the factors to be considered in granting transfers are:
 - 1. Certification requirements.
 - 2. Length and area of professional experience within the Ann Arbor Public Schools and length of time in the current position.
 - 3. Length and area of professional experience outside the Ann Arbor Public Schools.
 - 4. Academic training.
 - 5. Ability to perform the assignment.
 - 6. Professional growth.
 - 7. Affirmative action.
- E. Only bargaining unit positions not filled by an AAAA member through transfer, return from leave, recall or similar Board action shall be posted as vacancies.
- F. Each administrator who has been denied a request for transfer may ask for and receive reasons for the denial of his/her transfer request within fourteen (14) days after the final selection of a candidate. If the administrator requests a written response, it is understood that a copy shall be placed in his/her personnel file.
- G. Administrators to be affected by administrative transfer will be notified at the earliest possible date. Every effort will be made to give such notification prior to the end of the school year. The Board shall make the determination as to when notification will be given.
- H. In the case of involuntary transfer, it is understood by the parties that the right to transfer and assign Administrators remains with the Board of Education.
- I. An individual assigned to a temporary or interim administrative position for one (1) semester or longer shall receive compensation as designated at the appropriate step of the salary schedule for that position on a pro-rated basis.

ARTICLE VII - REDUCTION IN PERSONNEL

- A. If a position is eliminated as a result of reorganization or reduction the following apply:
 - 1. An administrator may be transferred to a like or similar position based on certification, qualifications, program and/or school needs, available positions, evaluation status and years of experience as an administrator in the Ann Arbor Public Schools.
 - 2. No senior administrator will suffer a loss in pay while a less senior administrator holds an administrative position for which the more senior administrator is certified and qualified. This protection against loss in pay will be for a period of two (2) years from the date the administrator is affected by the elimination of his/her position.

3. The rights and benefits of this section shall not apply to an administrator who:
- was offered and refuses a job within the bargaining unit for which he/she is certified and qualified;
 - refused a job offer after a reasonable effort to assign that administrator to a position outside the bargaining unit commensurate with his/her background and experience;
 - does not have a satisfactory performance record or
 - is involved in the Administrative Improvement Plan
- B. In any necessary reduction of administrators, the administrator shall be entitled to enter the teacher bargaining unit based on certification, qualification, and years of experience in the Ann Arbor Public Schools.
- C. If after the application of the above provision the administrator is laid off, he/she shall have recall rights equal to at least three (3) years.
- D. Recall shall be in inverse order of layoff.
- E. Any necessary reassignment of position shall not contravene the administrator's right to the administrator's contractual salary (based on duties and work year) for the period of his/her current individual contract.
- F. The Association will be consulted in all matters of personnel reduction and reorganization affecting administrators.

ARTICLE VIII - ADMINISTRATIVE EVALUATION

It is recognized that evaluation is an on going process established by the Board. Evaluations shall be formally conducted yearly for individuals on probation in the first two (2) years of a new position. The Superintendent or designated representative(s) shall perform the evaluation. Except as limited by this Article, the evaluation process and the evaluation tool shall be determined by the Superintendent. It is mutually recognized that participation by all parties has merit. If a committee is established to review the method of Administrator evaluation and the evaluation tool, the committee will be advisory to the Superintendent and administrator representation will be secured for inclusion on the committee.

The following items will apply to the evaluation process:

- A. A reprimand shall not be issued as a result of an evaluation but this shall not prevent the issuance of a reprimand for an incident which warrants discipline and reference to disciplinary action may be made in the evaluation.
- B. Where applicable, the evaluator will make on-site visit(s) as part of the evaluation process. Upon request of the administrator, a conference shall be held with the evaluator to discuss the evaluation prior to its finalization. In case of an unsatisfactory evaluation, the evaluatee will be offered an opportunity for a conference. It is the goal of the parties to complete the evaluation by June 30.
- C. An evaluatee may attach his/her signed comments to the evaluation document.

ARTICLE IX - DUE PROCESS

- A. No administrator shall be disciplined, demoted for disciplinary reasons, or discharged without substantive and / or procedural due process.
- B. Upon the filing of a complaint by any person or group or upon the initiation of any investigation or disciplinary proceeding, the administrator shall be provided with a copy of all charges, complaints or other documents which will be utilized in the investigation or proceeding.
- C. An administrator will not be suspended, demoted for disciplinary reasons, or discharged unless:
 - 1. Reasons are communicated to the administrator in writing at least seven (7) workdays prior to the hearing in C-2 below.
 - 2. A hearing has been offered to the administrator by the Superintendent. It is understood that, in the event of suspension, the hearing before the Superintendent may occur after such suspension has been effected, but within fourteen (14) days of the suspension or as mutually agreed.
 - 3. An administrator shall have a right to a hearing before the Board of Education. A request for a Board Hearing shall be submitted to the Superintendent within thirty (30) days of receipt of the Superintendent's decision.
 - 4. Any administrator who, for disciplinary reasons, has been demoted, suspended, or reprimanded, shall continue at his/her current salary until a meeting with the Board has been held, provided that a request for a meeting with the Board is made within thirty (30) days.

ARTICLE X - GRIEVANCE PROCEDURE

- A. Definition
 - 1. A grievance, for the purposes of this Agreement, shall be defined as an alleged violation of the expressed terms and conditions of this contract. Any member of the bargaining unit who has been directly affected by an alleged violation of the contract may file a grievance.
 - 2. The following items shall not be grievable:
 - a. Interpretation of federal, state, or local statutes, common law, or rules and regulations established by a federal or state administrative agency;
 - b. The content or merits of an evaluation; or
 - c. Termination or non-reappointment of a probationary administrator.

B. Procedure

- 1. The Association shall designate one (1) representative to handle grievances. The Board shall designate one (1) individual to receive grievances at Level One as

hereinafter described and the Superintendent, or designated representative to receive grievances at Level Three as hereinafter described.

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

- a. It shall be signed by the grievant or grievants;
- b. It shall be specific;
- c. It shall cite the section or subsection of this contract alleged to have been violated;
- d. It shall contain the date(s) of the alleged violation;
- e. It shall specify the relief requested.

3. Level One

- a. A grievant alleging a violation of the express provisions of this contract shall within fourteen (14) days of its alleged occurrence make arrangements with the designated individual to discuss the grievance orally in an attempt to resolve same.
- b. If no mutually satisfactory resolution is obtained within seven (7) days of the oral discussion, the grievant shall have an additional seven (7) days to reduce the grievance to writing and deliver it to the designated individual with a copy to the Office of Human Resource Services. If the employee does not receive an answer within seven (7) days thereafter, or if the written answer is contested, the Association may, within fourteen (14) days of the date on which the written grievance was submitted to the Level One designated individual, file the grievance at Level Two.

4. Level Two

- a. If the Association is not satisfied with the decision at Level One, or if no decision has been delivered within the time allowed, written notice of demand for non-binding arbitration before an impartial arbitrator shall be delivered to the American Arbitration Association and the Office of Human Resource Services within ten (10) calendar days thereafter.
- b. The arbitrator shall be selected in accordance with procedures established by the American Arbitration Association.
- c. Cases being arbitrated shall be presented by not more than three (3) representatives for the Association and not more than three (3) representatives for the Board, and shall be conducted in accordance with rules established by the American Arbitration Association.
- d. The recommendation of the arbitrator will not be binding on the parties.
- e. The arbitrator shall have no power to make recommendations which alter, add to or subtract from the terms of this Agreement or to decide any issue not constituting a grievance.

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

1. Interpretation of federal, state, or local statutes, common law, or rules and regulations established by a federal or state administrative agency;
 2. The content or merits of an evaluation; or
 3. Termination or non-reappointment of a probationary administrator.
- f. The arbitrator shall render his/her recommendation in accordance with the rules of the American Arbitration Association.
- g. The filing fee for arbitration shall be paid by the party requesting arbitration. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
5. Level Three
- a. A copy of the written grievance and Arbitrator's recommendation shall be filed with the Superintendent, or designated agent, as specified in Level One with the position of the Association regarding the arbitrator's decision. Within seven (7) days of receipt of the grievance, the Superintendent, or designated agent, shall arrange a meeting with the grievant and the designated Association representative, to discuss the grievance. Within seven (7) days of the meeting, the Superintendent, or designated agent, shall render a decision in writing, transmitting a copy of the same to the grievant, Association and the Office of Human Resource Services.
6. Level Four
- a. If the grievant contests the decision at Level Three, he/she shall be granted a hearing before a Board of Education Committee. The grievant must submit a request for a hearing before the Board to the Superintendent, with a copy to the Office of Human Resource Services, within fourteen (14) days of receipt of the Level Three decision from the Superintendent or his/her designee.

C. General Grievance Provisions

1. Any individual administrator may present grievances to his/her supervisor and have the grievances adjusted, without intervention of a bargaining unit representative, provided that the bargaining unit has been given an opportunity to have a representative present at such adjustment, and the Office of Human Resource Services concurs with the resolution. If the adjustment is inconsistent with the terms of this collective bargaining agreement, the grievant may appeal that decision at the step of the grievance procedure immediately following the step where the adjustment was attempted.
2. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance, while failure to communicate a decision of a grievance within the specified time limits shall entitle the aggrieved party to proceed to the next step. However, the time limits specified in this procedure may be extended by written mutual agreement between the parties.
3. Any conference which may be held under the grievance procedure shall be conducted before or after school hours, except where mutually agreed to the contrary. In the event that a conference or hearing under the grievance procedure is held during the school hours, each administrator who is a party or witness shall be

excused from his/her regular duties, with pay, to attend such a conference or hearing.

4. If any party is to have legal counsel present, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.
5. It is understood by the parties that when a grievance is filed by a member of the AAAA against a supervisor who is also a member of AAAA, the supervisor will be represented by the Board.

ARTICLE XI - STAFFING ASSIGNMENTS

- A. Each administrator shall be notified of all personnel being considered for assignment or reassignment to his/her building or department.
- B. Notification shall be made to the administrator's office, or to the summer vacation address or phone number which the administrator shall file with Human Resource Services.
- C. Each administrator shall be given the opportunity to make recommendations concerning such assignments. Such recommendations shall include but not be limited to program needs, affirmative action, and other factors.
- D. Each administrator shall, with the approval of Human Resource Services, designate the grade level or subject area assignment of each member of his/her staff.
- E. The final decision concerning assignments and reassignments shall rest with the Board.

ARTICLE XII - CITIZEN COMPLAINTS

- A. When there is a complaint made by a citizen to the Superintendent or his/her designee regarding an administrator or program, reasonable efforts will be made to have the citizen first resolve the problem with the administrator. If this cannot be done, the Administrator and the Superintendent or his/her designee shall discuss next steps which could include a meeting with affected parties.
- B. If the citizen does not agree with the initial determination, an effort will be made to secure a signed, written complaint. A copy of the written complaint will be given to the administrator involved.
- C. Once a written complaint is received from a citizen, there will be a meeting between the administrator, his/her supervisor, a representative from AAAA, and the citizen to discuss the procedure which will be used to address and resolve the complaint.
- D. If a citizen complaint(s) is to be taken into consideration in the evaluation process or if formal disciplinary action is being considered the administrator shall have been previously informed of the complaint in writing and provided an opportunity to respond.

ARTICLE XIII - ADMINISTRATIVE LEAVES

A. Pregnancy Leave

1. Any pregnant administrator may use sick leave benefits for physical disability due to pregnancy.
2. An administrator may elect:
 - a. Paid sick leave for the period of disability due to pregnancy or,
 - b. An unpaid leave of absence for up to one (1) year per the procedure for an unpaid leave of absence.
3. Upon return from pregnancy leave, the administrator will be restored to the administrator's previous position or to a position comparable in pay to the position vacated by the administrator.

B. Unpaid Leave of Absence

An unpaid leave of absence including parental and adoptive leaves may be granted, upon written request, for up to one (1) year. Request for leave must be submitted sixty (60) days prior to the requested commencement of leave and must contain (a) the date the leave would begin, (b) the reason for leave, and (c) expected date of return from leave.

Upon return from leave, an administrator will be restored to his/her previous administrative position or to a position comparable in pay to the position vacated by the administrator.

C. Personal Leave Days

Each administrator, hired before January 1, 2004, shall be entitled to three (3) personal business days per year to be used for completing personal business which cannot be done at any other time.

ARTICLE XIV - CONFERENCE ATTENDANCE

The Board of Education recognizes the importance of state and national conferences and school visitation, and agrees to pay approved expenses incurred by administrators while attending approved conferences and visitations. The Board will, within budget constraints, work cooperatively with the Association in allocating funds for this purpose.

ARTICLE XV - INSURANCE

Administrators will be provided insurance coverage as listed below:

A. Health

The Board agrees to provide each regular employee who is not insured through the employer of the employee's spouse, and his or her eligible dependants, the Blue Cross Blue Shield of Michigan Community Blue PPO Option - 1 Plan, with 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, \$50 co-pay for emergency room visits, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plans.

B. Dental

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

C. Life Insurance

The Board agrees to provide the full premium for life insurance and accidental death and dismemberment for an amount equal to the administrator's annual salary up to \$100,000 maximum. Each administrator may, at his/her option, purchase up to an additional \$50,000.00 in life insurance and accidental death and dismemberment coverage. This shall be paid through payroll deductions.

D. Long-Term Disability

The Employer agrees to provide each regular employee Long Term Disability coverage which will replace a portion of income in the event the employee is disabled as a result of an injury, illness or maternity. There is a 90 day waiting period for a disability. The benefit will be equal to 66 2/3% of monthly income, to a maximum benefit of \$8000 per month. Benefits will be paid to a maximum of age 65 if disability continues. Benefits will be offset by specified other income sources. Coverage will be subject to such terms, conditions, exclusions, limitations and all other provisions of the plan.

E. Indemnification

The Board shall indemnify an administrator in the event he/she was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he/she is or was an administrator of the Public Schools of the City of Ann Arbor against expenses (including attorneys' fees), judgments and amounts paid in settlement actually and reasonably incurred if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interests of the Public Schools of the City of Ann Arbor.

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

G. All insurance benefits are subject to the terms and conditions of the carrier.

H. It is specifically understood by the parties that this Master Agreement constitutes all of the benefits to which administrators are entitled. Any additional privileges and benefits, in addition to those mentioned in this Master Agreement, must be negotiated and agreement reached by the parties.

I. The Board shall provide the appropriate services to allow administrators to make payments with non-taxable salary for dependent care expenses as provided in Section 125 of the Internal Revenue Service Code.

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

Participation shall be in accordance with rules developed by the Board with input from the Association.

J. Coverage for the medical and dental benefits in Sections A and B of this Article shall be made available by the Board for the same sex domestic partners of administrators. This coverage will be subject to Internal Revenue Service Regulations with respect to taxation and to the specifications and requirements of the District's medical and dental insurance providers. To obtain this coverage the administrators must submit the verification form(s) required by the Board.

ARTICLE XVI - SICK LEAVE AND SICK BANK

A. Sick Leave

1. Accrual

a) For employees hired before January 1, 2004, sick leave shall be earned as follows:

One (1) day per month through ten (10) years of service with the District.

One-and-one-half (1.5) days per month from the eleventh (11th) year through the twentieth (20th) year of service with the District.

Two (2) days per month beginning with the twenty-first (21st) year of service with the District.

b) Employees hired on or after January 1, 2004, shall earn fifteen (15) leave days per year. These leave days may be used for personal illness, family illness, personal business and/or bereavement leave .

2. Each administrator may accumulate up to 200 sick days.

3. During an administrator's first two years in the district he/she shall have available upon request and verification of illness, in addition to the personal sick leave defined in Article VXI, A.1., thirteen (13) personal sick leave days which may be used in case the regular number of sick leave days is exhausted. These days shall not be accumulated or rolled over to the second year in the district.

B. Sick Bank

1. Effective July 1 of each fiscal year, each administrator shall contribute up to three (3) days from his/her personal sick leave accumulation to the Sick Bank. Administrators who have exhausted their accumulated sick leave may request use of Sick Bank from Human Resource Services and the Executive Committee of AAAA. Sick Bank may be used for personal illness or the physical disability of an Administrator covered by this Agreement. All requests for Sick Bank must include:
 - a. Name of individual
 - b. Building or department
 - c. Approximate number of days needed
 - d. Name of physician
2. In order to qualify for sick bank, an administrator must exhaust his/her personal sick leave. Upon exhaustion of personal sick leave, an administrator will be eligible for Sick Bank. Each administrator hired before January 1, 2004 may use up to 100 days of Sick Bank. Each administrator hired on or after January 1, 2004 may use from the Sick Bank the number of days needed to bridge from the depletion of their personal sick leave to the date they qualify for long term disability coverage, up to a maximum of ninety (90) days.
3. Sick Bank must be requested within three (3) days of the day sick bank is needed. In order to continue on the sick bank beyond ten (10) days the doctor's verification found in appendix A of this Master Agreement must be completed and submitted to the Office of Human Resource Services within ten (10) days from the date Sick Bank is needed. In the event the common sick leave bank becomes depleted, an administrator may receive additional sick leave credits through the common bank as a result of contributions from administrators.
4. Use of Sick Bank Beyond 20 Days
 - a. After 20 working days on sick bank, the Board shall submit a request for verification of illness/disability from the administrator. A copy of the request shall be sent to the AAAA President.
 - b. The administrator shall provide, to the Office of Human Resource Services, a re-verification of the illness or disability within 10 working days of the request in 4 (a) above. Such re-verification shall be done by the administrator's physician completing the verification of illness form found in Appendix A of this Master Agreement.
 - c. The Board's physician shall review the re-verification and request additional information from the administrator's physician that may be needed to confirm the illness or disability.
 - d. The Board's physician shall notify the Board and the Association in writing of his/her agreement or disagreement with the administrator's physician's determination.
 - e. If the Board's physician agrees with the administrator's physician's determination, the administrator shall be eligible for further use of the sick bank

according to the provisions of the Master Agreement. There shall be no further review of eligibility.

- f. In the event that the Board's physician does not agree with the administrator's physician's determination, the two physicians together shall select a third party, thus forming a review panel. This panel shall agree on a final determination regarding eligibility.
 - g. The administrator shall be entitled to use of the sick bank without penalty until the final determination for eligibility is completed.
 - h. All exchange of information will preserve confidentiality. No information provided or exchanged as part of these provisions shall be placed in the administrator's personnel file or made accessible to members of the public.
- 5. It is understood that days remaining in the Sick Bank will carry over from year to year. The members' contribution each July 1 will bring the number of days in the Sick Bank to a maximum of three (3) times the membership of the Association.
 - 6. Administrators who have exhausted their personal sick leave allotment may borrow up to three (3) days from the sick bank for instances of family illness or to attend the funeral of an immediate family member. The days borrowed from the sick bank will be deducted from the employee's sick leave entitlement at the beginning of the next school year.
 - 7. In the event an administrator hired before January 1, 2004, needs more than three sick bank days for illness in the family, he/she will be eligible for up to sixty (60) sick bank days upon completion of the verification of the family member's illness form found in Appendix A. Re-verification of illness is necessary if the use of sick bank days in this provision extends beyond the first thirty (30). Completed verification of illness forms must be submitted to the Office of Human Resource Services.
- C. An administrator who has exhausted her/his personal sick leave and sick bank benefit, and who qualifies and is placed on the Board provided Long Term Disability Insurance, will be provided with Board paid medical health insurance or HMO, dental insurance, and life insurance as then provided to the bargaining unit by the Board. The administrator shall be allowed to maintain, at her/his own expense, additional employee paid benefits to the extent permissible by individual carriers providing coverage to employees.

This benefit shall be provided for a period beginning on the first day of the administrator's qualification for disability insurance and extending through the number of days equal to the administrator's annual work days.

ARTICLE XVII - MISCELLANEOUS BENEFITS

- A. Opportunity will be provided for participation in a tax sheltered annuity program subject to the terms of the annuity plan.
- B. Within Board policy, rules and regulations, the Board shall pay full salary benefits for AAAA members selected for jury duty or to appear as a witness, less jury fee.
- C. Administrators, hired before January 1, 2004, who have completed professional service with the Ann Arbor Public Schools shall receive, upon retirement or separation from the Ann Arbor Public Schools, 1.35% of their current salary for every year of professional service in

the Ann Arbor School District up to and including June 30, 2003. In case of death of an eligible administrator prior to his/her retirement, such benefits will be paid to his/her beneficiary or estate.

Bargaining unit members who, during the 1988-89 school year, were scheduled to work two hundred and fifteen days (215) or less, are grandfathered under the daily rate computation in use prior to the effective date of the Memorandum of Agreement.

- D. For authorized or required school business, administrators shall receive reimbursement at the maximum rate per mile allowable by the Internal Revenue Service.
- E. Each administrator shall be encouraged to participate in professional organizations. These organizations shall be work related and do not include organizations and associations formed for the purpose of collective bargaining.
- F. Time of vacation will be arranged between the Superintendent and the administrator. Vacation days may not be used during time in which school is scheduled to be in session except with the specific approval of the Superintendent. All days earned must be used within one (1) year after the fiscal year they are earned. The administrator will receive pay for vacation days which were scheduled and the Superintendent, by special action, has required his/her attendance on the job during his/her planned vacation period and every effort has been made to arrange alternative days. An administrator may be required to submit his/her tentative vacation schedule up to one (1) year in advance and may be required to reschedule a vacation.
- G. It is understood that administrators, as a condition of employment are expected to have a minimum of \$500,000.00 of personal liability insurance (each occurrence).
- H. If an administrator is injured on the job and becomes eligible for compensation under the Worker's Compensation Act, he/she may choose one (1) of the following options:
 - 1. The benefit for which he/she is eligible under the Michigan Worker's Compensation Act with no deduction from sick leave days.
 - 2. The benefit for which he/she is eligible under the Michigan Worker's Compensation 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 pro-rated basis. This difference shall be paid until such time as the accumulated sick leave days are used up.

ARTICLE XVIII - PAY PERIODS

The Board agrees to pay the Administrator for his/her services during each year of said contract in either:

- 1) 21 installments, or
- 2) 26 installments.

These installments may vary depending on the yearly proration.

ARTICLE XIX - ASSOCIATION RIGHTS

A. Professional Considerations

1. The Association and its membership shall have the right to use school buildings and facilities at reasonable hours for Association business, subject to existing or amended rules, regulations, policies and procedures governing the use of school buildings and facilities. Reasonable hours shall be defined as times other than when students are in attendance during the formal school day.
2. The Association shall be provided the opportunity to review and make suggestions when job descriptions are being developed for new bargaining unit positions. Such review and suggestions input may include recommendations on salary levels.
3. The Association shall upon written request be provided with copies of all negotiated contracts of other bargaining units.
4. Prior to making any final determination of transfer of an administrator, the Board shall notify the Association of the proposed transfer. If the member is approached he/she may request a meeting with representation to discuss the transfer.
5. The Board and/or Association may initiate communication and strategies for the purpose of addressing issues regarding Board goals and priorities, district organization, professional responsibilities and other concepts germane to the role of Association members.

When it is reasonably possible the Board will consult with the Association prior to the deletion of a position(s).

6. A team shall be constituted which will consider issues arising from and only from matters covered in the contract. The team will be charged with the timely resolution of problems related to these issues: The team will be composed of at least two persons representing the Board and at least two persons representing the Association. This team shall be authorized to make decisions in the form of informal understandings and memoranda of agreement interpreting and applying the contract.

B. Membership, Dues, Fees and Deductions

1. The Association shall continue to admit all eligible administrators to membership without discrimination on the basis of race, creed, color, age, national origin, sex or marital status.
2. Membership in the Association is not compulsory. Administrators have the right to join or not join, maintain or drop membership in the Association.
3. All administrators, as a condition of continuing employment, shall either:
 - a. Any administrator who is a member of the bargaining unit may sign and deliver to the Board an assignment authorizing deduction of membership dues to the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the administrator. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from a regular paycheck of the administrator each month for ten (10) months, beginning in September and ending in June of each year.

- b. Or, execute an authorization to pay a service fee to the Association. The service fee shall not exceed the amount of Association dues and assessments collected from Association members. Pursuant to such authorization, the Board shall deduct one-tenth of such service fees from a regular paycheck of the administrator each month for ten (10) months, beginning in September and ending in June of each year.
4. With respect to all sums deducted by the Board pursuant to authorization of the administrator, the Board agrees to remit to the Association such funds by the fifteenth (15th) of the month following such deductions.
5. In the event an administrator does not directly, or through voluntary deduction authorization, join the Association or tender a service charge to the Association by the required thirtieth (30th) day, the Board shall terminate such administrator upon written request from the Association, providing the Association has complied with the following:
 - a. Fulfilled its fiduciary obligations by sending written notice to the administrator of the obligation to tender dues or service charge, the reasonable data of such obligation, the amount of such tender is to be paid.
 - b. Fulfilled its responsibilities by sending written notice to the administrator that obligations have not been fulfilled by the requisite date or a reasonable period of time thereafter, and that a request for the administrator's termination has been made to the Board.
 - c. Stating in the request for termination that such request is in conformance with the provisions of this Article, that the administrator has not complied with the obligations, that it is an official request of the Association.
6. In implementing this Article, the Board and the Association assume the following responsibilities:
 - a. The Board shall notify the Association of all new administrators hired and the nature and location of their assignment.
 - b. The Association shall provide the Board with the amount of the membership dues or service charge.
7. The Association agrees that 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 B of this Article. This does not include any liability for unemployment compensation.

ARTICLE XX - ADMINISTRATOR RIGHTS

1. An administrator shall be able to examine, in the presence of the Assistant Superintendent for Human Resources Services or her/his designee, all materials in his/her personnel file which accrue or originate after he/she is employed by the District. After a period of four (4) years the Board shall review any written requests to remove negative or derogatory material from the administrator's file. The absence of any substantiated recurrence of the incident which led to the written record may be reason for its removal from the file.
2. Administrators shall receive copies of all negotiated contracts of unit members whom the administrators supervise.
3. Whenever possible each administrator shall have the opportunity to interview and make recommendations concerning personnel being considered for assignment to his/her building or department.
4. Reasonable efforts will be made for each administrator to make the determination regarding each staff member's assignment within his/her administrative unit. Such assignment shall be made in accordance with Board policies, program needs, certification, qualifications and any applicable collective bargaining agreement covering said staff member.
5. The individual administrator may use discretion in scheduling his/her time, especially on those days when teachers, by contract, are not required to report to work, provided that:
 - identified assignments are up to date;
 - the administrator is able to predict with some certainty that he/she will not be needed by his/her constituency;
 - or someone other than the administrator will be available to respond to needs;
 - mutual agreement with the supervisor and the administrator.

The District reserves the right to call groups of administrators together on those days to facilitate staff development and planning opportunities within the spirit of team management. Every effort will be made to schedule such a day well in advance.

ARTICLE XXI - INDIVIDUAL CONTRACTS

- A. An administrator shall be considered on probation for the first two (2) years of employment as an administrator. One (1) year contracts shall be issued to probationary administrators.
- B. Administrators who have satisfactorily completed their probationary period will be issued individual contracts of two (2) years duration. Absent individual's notification to the contrary by May 1, these contracts shall be extended by one (1) year for a total of two (2) years, except as limited below.
- C. It is recognized that there is no tenure in administrative positions and that the Board has the right to terminate an administrative appointment as specified in the due process provision of this Agreement.

- D. Except as otherwise provided in Paragraph E below, in cases of lack of leadership or other unsatisfactory performance of a non-probationary administrator, the administrator will, at the Board's option:
1. serve the remaining year of their contract, at their current rate of pay, in an administrative position to be named by the Board; or
 2. be placed in a teaching position for which they are certified and qualified, retaining their current rate of pay for one (1) year.

The contract will be subject to termination at the end of one (1) year by providing notification ninety (90) days prior to expiration of the contract.

- E. In cases where there has been dereliction of duty, insubordination or failure to carry out assigned duties and/or to fulfill the responsibilities and obligations of the assignment, ninety (90) days notice of termination may be given to the Administrator by the Board during the term of the individual contract. Such notice shall result in termination of the individual contract and the employment of the Administrator at the expiration of said notification period as herein provided.
- F. It is understood by the parties that this Master Agreement shall supersede individual contracts.

ARTICLE XXII - PROFESSIONAL DEVELOPMENT

- A. The parties agree to maintain administrative role expectations as related to instructional leadership in the Ann Arbor Public Schools. These expectations shall be the foundation for administrative instructional leadership development, and will be reflected in the building/administrator action plan.
- B. An Instructional Leadership Academy will be established and maintained. This Academy will promote the ongoing professional growth of administrators.
- C. Beginning with the 1989-90 school year each administrator will participate in the professional development concepts described in sections A and B of this section.

ARTICLE XXIII - ADMINISTRATIVE SENIORITY

An administrator who is a member of the bargaining unit may, at his/her discretion, return to the teaching staff with full credit for each year of teaching and administrative experience in the District.

ARTICLE XXIV - NON-DISCRIMINATION

The Board shall not, directly or indirectly, discriminate against any member of the Association with respect to hours, wages, terms or conditions of employment or application of the provisions of the Agreement or Board policies by reason of race, creed, religion, color, national origin, age, sex, marital status, or political beliefs.

ARTICLE XXV - DURATION OF AGREEMENT

This Agreement shall expire June 30, 2007.

There shall be an economic re-opener in the years 2005-2006 and 2006-2007.

APPENDIX A

AAAA SALARY
SCHEDULE
2003-2004
with 4% increase

| Cat. | Wks | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------|-----|---|---------|---------|---------|---------|---------|---------|---------|---------|
| I | 46 | HS Principal | 103,080 | 104,880 | 106,725 | 108,590 | 110,495 | 112,430 | 114,395 | 116,395 |
| II | 46 | Dean | 95,090 | 96,750 | 98,440 | 100,175 | 101,920 | 103,705 | 105,520 | 107,365 |
| | 46 | Director/SSS | | | | | | | | |
| III-A | 43 | Elem. Principal | 88,295 | 89,840 | 91,410 | 93,010 | 94,655 | 96,310 | 98,000 | 99,710 |
| | 43 | MS Principal | | | | | | | | |
| | 43 | Clemente Principal | | | | | | | | |
| III-B | 46 | Director Career &Tech. Ed. | 88,295 | 89,840 | 91,410 | 93,010 | 94,655 | 96,310 | 98,000 | 99,710 |
| | 46 | Stone School/ Adult Ed Principal | | | | | | | | |
| IV | 42 | Class Principal/HS Athletic Director | 83,730 | 85,170 | 86,650 | 88,145 | 89,670 | 91,220 | 92,795 | 94,400 |
| V | 42 | Assistant Principal | 81,800 | 83,235 | 84,690 | 86,190 | 87,690 | 89,220 | 90,780 | 92,370 |
| | 42 | Assistant Dean | | | | | | | | |
| | 42 | Assistant Director | | | | | | | | |

The Superintendent may withhold salary improvements, in whole or in part, when the Administrator's performance is judged to be failing in any one of the categories in the written evaluation or when the average of all the categories is unsatisfactory

EACH YEAR ONE HS CLASS PRINCIPAL AND ONE MS PRINCIPAL PER BUILDING MAY WORK 46 WEEKS AND BE PAID AT THE APPROPRIATE SALARY LEVEL FOR THE ADDITIONAL WEEKS.

Summer School hourly rate for 2004: \$55.89

APPENDIX A

AAAA SALARY
SCHEDULE
2004-2005
with 3.5% increase

| Cat. | Wks | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------|-----|---|---------|---------|---------|---------|---------|---------|---------|---------|
| I | 46 | HS Principal | 106,690 | 108,550 | 110,460 | 112,390 | 114,360 | 116,365 | 118,400 | 120,470 |
| II | 46 | Dean | 98,420 | 100,135 | 101,885 | 103,680 | 105,485 | 107,335 | 109,215 | 111,125 |
| | 46 | Director/SSS | | | | | | | | |
| III-A | 43 | Elem. Principal | 91,385 | 92,985 | 94,610 | 96,265 | 97,970 | 99,680 | 101,430 | 103,200 |
| | 43 | MS Principal | | | | | | | | |
| | 43 | Clemente Principal | | | | | | | | |
| III-B | 46 | Director Career &Tech. Ed. | 91,385 | 92,985 | 94,610 | 96,265 | 97,970 | 99,680 | 101,430 | 103,200 |
| | 46 | Stone School/ Adult Ed Principal | | | | | | | | |
| IV | 42* | Class Principal/HS Athletic Director | 86,660 | 88,150 | 89,685 | 91,230 | 92,810 | 94,415 | 96,045 | 97,705 |
| V | 42 | Assistant Principal | 84,665 | 86,150 | 87,655 | 89,205 | 90,760 | 92,345 | 93,955 | 95,605 |
| | 42 | Assistant Dean | | | | | | | | |
| | 42 | Assistant Director | | | | | | | | |

The Superintendent may withhold salary improvements, in whole or in part, when the Administrator's performance is judged to be failing in any one of the categories in the written evaluation or when the average of all the categories is unsatisfactory

EACH YEAR ONE HS CLASS PRINCIPAL AND ONE MS PRINCIPAL PER BUILDING MAY WORK 46 WEEKS AND BE PAID AT THE APPROPRIATE SALARY LEVEL FOR THE ADDITIONAL WEEKS.

Summer School hourly rate for 2005: \$57.85

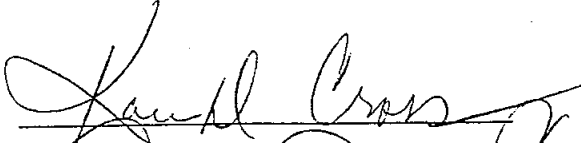
ARTICLE XXV - DURATION OF AGREEMENT

This Agreement shall expire June 30, 2007.

There shall be an economic re-opener in the years 2005-2006 and 2006-2007.

ANN ARBOR BOARD OF EDUCATION

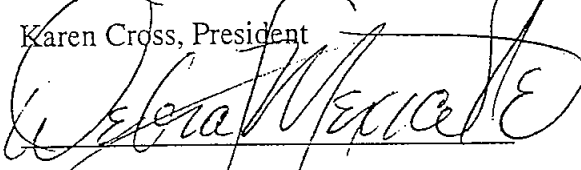
ANN ARBOR ADMINISTRATORS
ASSOCIATION



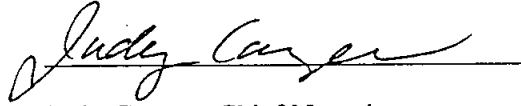
Karen Cross, President



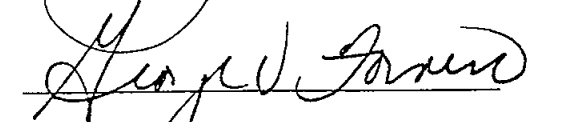
Arlene Barnes, President



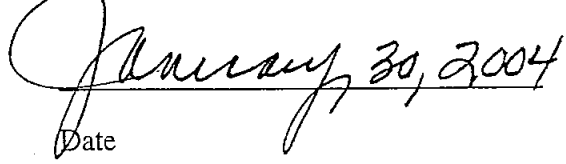
Debra Mexicotte, Secretary



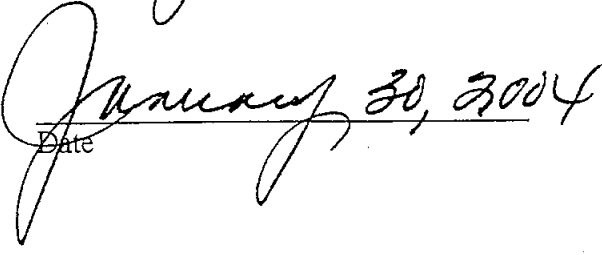
Judy Conger, Chief Negotiator



George Fornero, Superintendent



Date



Date

MEMORANDUM OF AGREEMENT
BETWEEN THE
ANN ARBOR BOARD OF EDUCATION
AND THE
ANN ARBOR ADMINISTRATORS ASSOCIATION
REGARDING DISTRICT PROCEDURE FOR RESPONSE TO
FREEDOM OF INFORMATION ACT REQUESTS

The parties recognize the need to preserve the rights of privacy and confidentiality of AAAA members. Therefore, the parties agree to utilize the following procedures when responding to FOIA requests:

1. When a FOIA request is received, it is agreed that the District retains the responsibility to determine which requested records are subject to disclosure. Each FOIA request will be examined on a case-by-case basis in making this determination.

2. Within two (2) working days of receipt of a FOIA request for review of an administrator(s)'s personnel records or other documents, the District shall notify the affected administrator and the AAAA President of the request and specify the documents requested. In the event the administrator is not available for notification due to vacation or other leave, the School District shall request an extension of FOIA timelines and make every reasonable effort to contact the administrator and the Association.

3. The District will verify that the requested documents and all information contained within the documents are disclosable under FOIA.

4. Prior to releasing the information or documents which the District has determined are disclosable to the requester, the District shall provide an opportunity to the affected AAAA member(s) to review the documents covered by the FOIA request and to learn of the district's intended response. This review will include an opportunity to hear and consider the AAAA member(s) concerns and, if appropriate, to modify the District's intended response.

5. The District will redact or withhold information or documents which are exempt from disclosure under FOIA.

6. The District shall not release any information or documents which are not specifically requested.

7. It is understood that if there is a disagreement between the administrator(s) and the District about whether certain information or documents are disclosable under the Act, adequate time will be afforded, within FOIA time requirements, to allow the administrator to seek a temporary restraining order or take other legal action to prevent the disclosure of the information. For this procedure to work as intended, both the district and the member must act quickly in order to stay within the FOIA timelines.

It is understood between the parties that this Agreement shall not be construed to require the District to pay for legal fees or expenses incurred by AAAA or its member(s) in pursuit of legal action to prevent disclosure, unless a specific agreement is made by the District to do so, or upon order by a court of competent jurisdiction.

8. The District will maintain a record of FOIA requests and its responses.

MEMORANDUM OF AGREEMENT

between the

ANN ARBOR BOARD OF EDUCATION

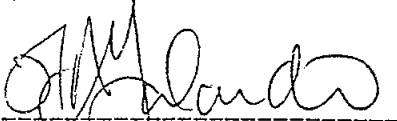
and the

ANN ARBOR ADMINISTRATORS ASSOCIATION

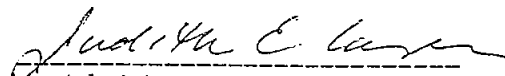
In the event the Board reasonably anticipates the appointment of an Association member to an interim position within the bargaining unit the following concepts will be discussed with the Association member. The member may request that the Association be provided with information regarding such assignment.

1. The voluntary or involuntary nature of the appointment.
2. The salary, including method of calculation, for the position to which the administrator is being assigned.
3. The reporting and supervisory relationship and expectations.
4. The anticipated length of the assignment, if known.

This Memorandum shall expire on June 30, 2007 and may not be modified or extended without the written agreement of the Board and Association.



Board of Education



Ann Arbor Administrators
Association

12-16-03

Date

12-16-03

Date