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6/30/98

MASTER AGREEMENT

between

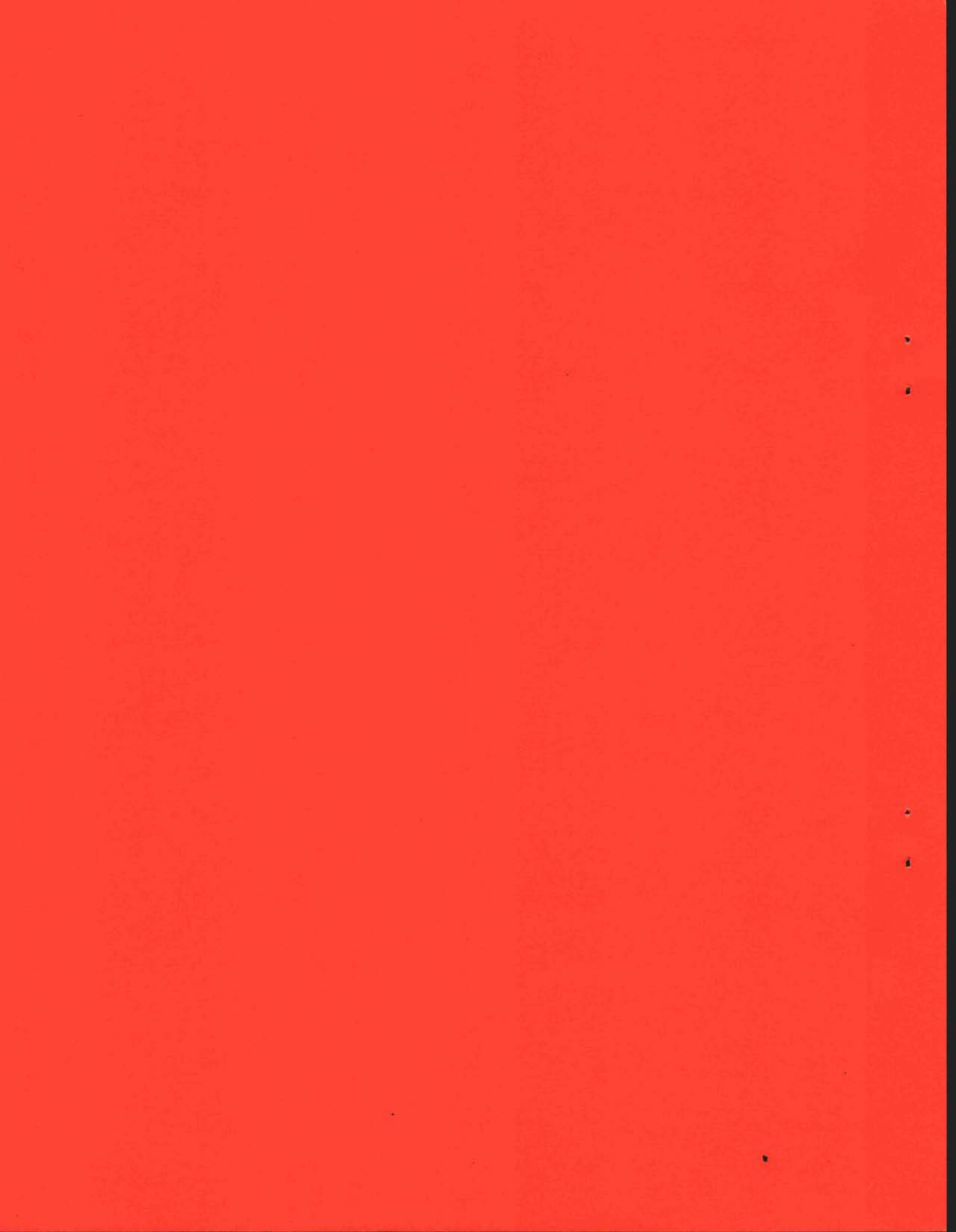
THE ANN ARBOR BOARD OF EDUCATION

and

THE ASSOCIATION OF SCHOOL AND  
COMMUNITY SERVICE ADMINISTRATORS

July 1, 1996 - June 30, 1998

*Ann Arbor Public Schools*



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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association of School and Community Service Administrators as exclusive bargaining representative as defined in the Public Employment Relations Act of the Public Act of 1947, as amended, for all full-time and regularly scheduled part-time positions listed below:

Division: Instructional Services

Art Coordinator  
Foreign Language/ESL Coordinator  
Elementary Physical Education Coordinator  
Secondary Physical Education and Health Coordinator  
Language Arts Coordinator  
Mathematics Coordinator  
Multi-Cultural Specialist  
Music Coordinator  
Science Coordinator  
Social Studies Coordinator  
Athletic Coordinator

Early Childhood/Preschool Supervisor

Division: Business Services

Accounting Supervisor  
Payroll Supervisor  
Purchasing Agent/Budget Officer  
Finance Officer  
Data Supervisor  
Food Service Supervisor  
Director of Environmental and Utility Services  
Supervisor of Custodians  
Purchasing/Warehouse Manager

Cafeteria Managers

Division: Community Services

Routing Supervisor  
Transportation Supervisor  
Dispatcher

Partners for Excellence Coordinator  
TLC - Secondary Assistant Coordinator

Community Services Coordinator  
Team and League Sports Coordinator  
Instructional Services Coordinator  
Recreation Services Coordinator  
Supervisor of Administrative Services

TLC - Elementary Coordinator  
Tutorial Services Coordinator

Community Education Coordinators  
Specialist of:  
Adult Sports  
Community Relations (Community Resources)  
Cultural Arts  
Enrichment  
Handicapped  
Instructional Programs  
Senior Adult Programs  
Special Populations  
Youth Sports and Neighborhood Leagues  
Umpires and Officials

- B. In the event either party disagrees with the placement of a newly created position, or a change in job duties, a request can be made by either party to meet for the purpose of reviewing the proposed change(s) or placement(s).
1. The first meeting to review a newly created position, or change in job duties, will take place within 14 days of the request for the meeting.
  2. If the Board and the Association are unable to reach agreement on any position in dispute within 21 days of the first meeting, resolution may be sought through the offices of the Michigan Employment Relations Commission.

## ARTICLE II

### BOARD RIGHTS

- A. Except as specifically limited in this Agreement, the Employer retains the sole right to manage its business, including the rights:
1. To decide the number and location of its schools and other buildings and program areas (Establishments) and to open new ones and close or discontinue existing ones;
  2. To determine, from time to time, the educational, recreational, and other programs, and the equipment and supplies for each Establishment;
  3. To set, from time to time, the opening and closing days and hours of each Establishment and, correspondingly, the beginning and end of the regular shift of employees working at such Establishment;
  4. To maintain order and efficiency in each Establishment and schedule work at each Establishment for employees not regularly assigned thereto;
  5. To determine the number and classifications of its employees and to hire, lay off, assign, transfer, promote and discharge, or otherwise discipline employees;
  6. To establish and enforce work standards which shall be set on the basis of normal working conditions, the quality of workmanship to be accomplished and the normal working capacities of normal experienced employees;
  7. To assign employees temporarily to work outside of their normal job classifications and to employ part-time workers or contract work out;

8. To make reasonable rules and regulations from time to time for the purpose of maintaining order, safety, and efficiency and, after notice to the Association and the employees, to require compliance therewith;
9. To assign overtime and, in emergencies, to call employees to work prior to their regularly scheduled starting time or to require work during normally scheduled rest or lunch. Emergency shall be defined as an unanticipated situation.

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

- B. Terms and conditions of employment and other rules and regulations concerning employee conduct not provided for in the Agreement will be governed by the applicable rules and regulations of the Board. Any revisions to the present rules and regulations shall not be inconsistent with the provisions of this Agreement and shall be implemented only after due notice to the Association.
- C. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules and regulations shall be adopted or revised which shall violate any of the express terms of this Agreement.

### ARTICLE 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 representative(s) of the Bargaining Unit identified in Article I.
- C. Coordinator, for purposes of the Agreement, shall mean a member of the bargaining unit.
- D. Probationary Coordinator for purposes of this Agreement, shall mean an employee working in a bargaining unit position during his/her first calendar year of employment during which time the employee shall not be considered as a bargaining unit member.
- E. Superintendent shall mean Superintendent of Schools of the Ann Arbor Public Schools or his/her designated representative or designee.
- F. Days, except when otherwise specifically defined, shall refer to calendar days.

### ARTICLE IV

#### 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. Non-renewal or non-reappointment of a probationary Coordinator.

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 or within fourteen (14) days of when the alleged violation could reasonably have been known, make arrangements with the designated individual to discuss the grievance orally in an attempt to resolve same.
  - b. If no mutually satisfactory resolution is obtained within seven (7) days of the oral discussion, the grievant shall have an additional seven (7) days to reduce the grievance to writing and deliver it to the designated individual with a copy to the Office of Human Resource Services.
  - c. If the employee does not receive an answer within seven (7) days thereafter, or if the written answer is contested, the Association may, within fourteen (14) days of the date on which the written grievance was submitted to the Level One designated individual, request a hearing with the Executive Director of Human Resource Services. Such a hearing will be held within fourteen (14) days of the request and a written response will be given within fourteen (14) days of the hearing.



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 Human Resource Services Office 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 ) Non-renewal or non-reappointment of a probationary Coordinator.
- f. The arbitrator shall render his/her recommendation in accordance with the rules of the American Arbitration Association.
  - g. The filing fee for arbitration shall be paid by the Association. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
5. Level Three - 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 same to the grievant, Association, and Office of Human Resource Services.

C. General Grievance Provisions

1. Any individual Coordinator 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 school hours, each Coordinator who is a party or witness shall be excused from his/her regular duties, with pay, to attend such a conference or hearing.
4. If any party is to have legal counsel present, notice shall be given to the other parties at least twenty-four (24) hours in advance of the conference.
5. It is understood by the parties that when a grievance is filed by a member of ASCSA against a supervisor who is also a member of ASCSA, the supervisor will be represented by the Board if a non-bargaining unit supervisor within the department is not available or appropriate.

#### ARTICLE V

#### EVALUATION

- A. Evaluations will be conducted a minimum of every two (2) years.
- B. Evaluations shall be conducted by the coordinator's immediate supervisor or other administrator. If the evaluator is other than the Coordinator's immediate supervisor, the Board shall, as soon as possible, notify the Coordinator to be evaluated who his/her evaluator is to be. If there is to be more than one evaluator, the Coordinator shall be notified of the role of each evaluator.
- C. The criteria and format for evaluation will be determined by the Board. All employees shall receive a copy of the evaluation document prior to its implementation.
- D. All evaluations shall be in writing and an opportunity will be offered to the Coordinator to review the evaluation with the evaluator. All evaluations citing deficiencies (less than satisfactory performance) shall include recommendations as to how the performance of the Coordinator can be improved. All employees shall receive a copy of their evaluation.
- E. When a Coordinator does not agree with his/her evaluation, the Coordinator shall be given the opportunity to attach a written statement to the evaluation. This statement shall be signed by the Coordinator.
- F. Each evaluation shall include the statement:

"I understand that my signature is not intended to indicate my agreement with the evaluation, but is simply to provide the required record that I have read this

evaluation and that I have been offered an opportunity to discuss this evaluation with my evaluator. I also recognize my right to attach comments concerning this evaluation to this document..."

- G. Evaluations, where applicable, will include input from other appropriate District employees.
- H. The contents of employee evaluations shall not be grievable.

## ARTICLE VI

### DUE PROCESS

#### A. Disciplinary Action

1. No Coordinator shall be disciplined, demoted for disciplinary reasons, suspended, or discharged without reason and due process.
2. A Coordinator will not be suspended without pay, demoted for disciplinary reasons, or discharged unless:
  - a. Reasons are communicated to the Coordinator immediately and are given in writing within seven (7) days.
  - b. A hearing has been offered to the Coordinator by the Superintendent or his/her designee. It is understood that the hearing before the Superintendent or his/her designee may occur after such suspension has been effected, but within fourteen (14) days of the suspension.
  - c. If the Coordinator wishes to appeal the determination of the Superintendent or his/her designee, a petition may be made by the Coordinator to the Board. The Board, upon receipt of the petition and attached data, shall make a determination:
    - 1 ) To render a decision on the basis of these data, or
    - 2 ) Consider holding a formal hearing.
3. It is understood by the parties that discipline for a first offense may include discharge.
4. Nothing in this provision will prohibit the Board from taking immediate disciplinary action, including suspension.

#### B. Unsatisfactory Performance

If it is determined that a Coordinator is performing at less than a satisfactory level, the Board agrees to complete the following steps:

1. Review with the Coordinator his/her job responsibilities noting specifically, and in writing, the areas of unsatisfactory performance. This review will include written recommendations for changes or improvements needed in the Coordinator's performance.
2. Develop an improvement plan with opportunity for the Coordinator to provide input.

3. Provide a timetable by which recommended changes or improvements shall be effected.
  4. If notice of non-renewal of a contract is given, a meeting with the Board will be held upon request of the Coordinator.
- C. A Coordinator may, at his/her option, be accompanied by a representative of the Association and/or his/her attorney at any hearing and/or steps 1, 2 and 3 in B above.
- D. If either party intends to have outside legal counsel present, 48 hours notice will be given to the other party prior to the hearing.

## ARTICLE VII

### REDUCTION IN PERSONNEL

A. Position Elimination

1. It is the reserve right of the Board to reduce the number of employees and/or eliminate positions as it deems appropriate. In the event the Board considers layoff and/or the elimination of a position, the contemplated action will be discussed with the Association prior to implementation.
2. In the event a Coordinator's position is eliminated the Board shall make reasonable efforts to give the Coordinator preference for other vacant positions for which he/she is certified and qualified.

In the event a Coordinator is laid off, he/she shall have recall rights equal to eighteen (18) months from date of layoff. Individuals hired after January 1, 1985 and all other Coordinators will be considered for teaching positions in the event of layoff.

3. The procedure for layoff and/or position elimination shall be determined by the Board except as specifically limited by this Agreement. The Board shall provide a minimum of thirty (30) calendar days notice of layoff.
4. In the event the elimination of a position is being seriously considered, or the Board is contemplating not filling a vacancy, the Board shall meet with the Association for the purpose of reviewing the reasons for such consideration and studying an alternative(s). Prior to or after such a meeting, the Association may submit to the Executive Director of Human Resources a written summary of information and recommendations which may be pertinent to the considered elimination of the position or not filling the position.

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

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

5. Individuals who collect unemployment compensation during a period that they are not normally employed will be expected to repay the District if they are recalled to employment with the District.
6. Bargaining unit positions filled by acting appointments and/or hourly personnel for more than six (6) months may be reviewed in accordance with Article XXII paragraph 2. The Board shall make reasonable efforts to respond to the Association's concerns.
7. Bargaining unit positions will not be filled by hourly personnel for more than six months.

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

B. Responsibilities and Compensation Review

1. In the event the duties and responsibilities of two or more positions are combined, the Association and the Board will meet for the purpose of reviewing the total workload and responsibilities and agreeing on an appropriate level of compensation for the position. These responsibilities and compensation review will take place within thirty (30) days after either party requests such a review.
2. In conducting the review described in #1 above the Board and Association, using classification and compensation criteria which are mutually agreed upon, will determine appropriate compensation or placement on the salary schedule. In the event the review results in a higher rate of pay, such increase will be retroactive to the date of the request for the review.
3. The supervisor and employee shall meet periodically and at least twice during the first one hundred eighty days (180) of the new assignment to review workload and/or the effectiveness of the combined duties and responsibilities.
4. This Memorandum of Agreement will become contractual on July 1, 1996 unless the Board or Association notify the other party in writing of an objection.
5. In the event the review described above determines a salary increase for the positions of Recreation Specialist and Video Production Technician in the 1994-95 school year, such increase will be limited in retroactivity to March 1, 1995.

ARTICLE VIII

WORK YEAR

- A. A forty-eight (48) week Coordinator shall normally:
1. Be employed from July 1 through June 30;
  2. Receive twenty (20) days of paid vacation per year, and
  3. Receive nine (9) paid holidays per year which are: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, New Year's Day, Memorial Day and the Fourth of July.



- B. A forty-two (42) week Coordinator shall normally:
  - 1. Be employed for 186 days when school is in session;
  - 2. Work an additional twenty (20) days, distributed before and after each school year as directed; and
  - 3. Receive four (4) paid holidays which are: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Memorial Day.
- C. A forty-three (43) week Coordinator shall normally:
  - 1. Be employed for 186 days when school is in session;
  - 2. Work an additional twenty-five (25) days, distributed before and after each school year as directed; and
  - 3. Receive four (4) paid holidays which are: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, and Memorial Day.
- D. A thirty-nine (39) week Coordinator shall normally:
  - 1. Be employed for 188 days when school is in session;
  - 2. Receive eight (8) paid holidays which are: Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day, New Year's Day, and Memorial Day.
- E. Coordinators who earn vacation are expected to request vacation time during the year which will cause the least disruption to their particular operation. A supervisor may deny a request for vacation if it is deemed necessary.
- F. Vacation time must be used within one (1) year after the fiscal year it is earned and may not be used before it is earned.
- G. In order to receive pay for a paid holiday, a Coordinator must be on payroll the last working day before and the first working day following the paid holiday.
- H. The above holidays shall be considered holidays only if school is not in session. If a holiday falls on Saturday, Friday shall be considered as the holiday. If a holiday falls on Sunday, Monday shall be considered as the holiday.
- I. In the years when a school year calendar has been established, less than forty eight week Coordinators will be informed prior to July 1 of their work year schedule including paid holidays.

## ARTICLE IX

### INDIVIDUAL CONTRACTS

- A. Coordinators will be on probation during their first year of employment in a bargaining unit position. Probationary Coordinators will not be covered by the terms of this Master Agreement. Coordinators who serve in an acting capacity for one year, and have a satisfactory evaluation, may have their probationary period of employment waived.

- B. Individual contracts will be issued to Coordinators.
- C. Only the following positions may require teacher certification:
  - 1. Curriculum Coordinators
  - 2. Pre-School Supervisor

No other bargaining unit positions require teacher certification.
- D. It is recognized that no bargaining unit member shall have or acquire tenure in any bargaining unit position.
- E. It is understood by the parties that this Master Agreement shall supersede any individual contracts issued to members of the bargaining unit.
- F. Job descriptions identifying the general duties and responsibilities will be available to Coordinators.
- G. An individual contract shall be for one (1) year.
- H. Written notice of non-renewal of a contract shall be provided to the employee at least ninety (90) calendar days prior to the termination date of the contract.

#### ARTICLE X

##### PAY FOR PERFORMANCE

- A. The Board reserves the right to implement a Pay for Performance Plan and to determine the funding level.
- B. The Board and the Association shall maintain the Pay for Performance Plan for Members of the Association of School and Community Service Administrators revised 3/12/92.
- C. Prior to implementation in any given year the Board and Association will develop a timeline which shall be considered as part of the plan.

#### ARTICLE XI

##### SICK LEAVE AND LEAVE OF ABSENCE

- A. Sick Leave
  - 1. Each employee shall be entitled to accumulate sick leave at the rate of:
    - 1.0 day per month through ten (10) years of service;
    - 1.5 days per month from eleven (11) through twenty (20) years of service;
    - 2.0 days per month from twenty-one (21) years of service.

Sick leave may be used in full or half-day increments and is cumulative up to 200 days. Sick leave will be credited July 1 of each year in anticipation of completion of that year. An employee who does not complete the year will have his/her days prorated.
  - 2. Sick leave may be used by an employee in the event of personal illness or injury, temporary disability (could include pregnancy), or for illness or

injury in the immediate family which necessitates absence from work. "Immediate family" in such cases includes the employee's spouse, children, parents or foster parents, dependent brothers and sisters, grandparents, and parents-in-law. The Human Resource Services Office may, under extenuating circumstances, approve exceptions to this definition.

3. Sick leave cannot be used for child care or birth of a member of the immediate family, as defined in two above, who do not reside in the employee's household. Exception may be made by the Human Resource Services Office.
4. A verification of illness from a physician may be required for absences immediately before or after a holiday or vacation period or when there is reason to suspect abuse.
5. Employees may use sick days for the purpose of religious observances.
6. Sick leave may be used by an employee for attendance at the funeral of a member of the immediate family. For purposes of funeral leave, "immediate family" shall be defined as the employee's spouse, children, parents or foster parents, brothers, sisters, grandparents, and parents-in-law.
7. Subject to approval of the Human Resource Services Office, Coordinators may give up to ten (10) days per fiscal year to a sick bank in order to assist a bargaining unit member who lacks sufficient leave time (sick, personal leave and vacation) to qualify for long-term disability. A Coordinator must have at least 100 days in order to donate to the sick bank.

B. Personal Business

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

C. Unpaid Leave of Absence

1. Leaves of absence without pay or other benefits may be granted to employees who have been with the District more than two (2) years for:
  - a. Serving in any elected or appointed positions.
  - b. Illness/disability (physical or mental) beyond accumulated sick leave.
  - c. Prolonged illness in the immediate family, as defined in this article, beyond accumulated sick leave.
  - d. Parental/child care.
  - e. Other suitable cases approved by the Board.
2. Unpaid leaves of absence may be granted for up to one (1) year.

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

## ARTICLE XII

### INSURANCE

Coordinators will be provided insurance coverage as defined by group benefits within the flexible benefit plan as listed below. The Board reserves the right to select benefit carriers at a comparable level.

#### A. Medical

The Board agrees to provide bargaining unit members a choice of one of the following options:

##### 1. The Blue Cross CMM 250 Plan

Covered deductible expenses above one hundred and twenty-five dollars (\$125) in any calendar year for single subscribers will be reimbursed by the Board.

Covered deductible expenses above two hundred and fifty dollars (\$250) in any calendar year for two persons or full family subscribers will be reimbursed by the Board.

Stop loss expenses above five hundred dollars (\$500) in any calendar year will be reimbursed by the Board.

The total reimbursement by the Board for covered deductible and/or stop loss expenses in any calendar year shall not exceed six hundred and twenty-five dollars (\$625) for single subscribers or seven hundred and fifty dollars (\$750) for two persons and full family subscribers. Coordinators have the option to purchase the 4.+ Plan

##### 2. Care Choices HMO

The Board shall reimburse employees for 50% of expenses for hearing aids, not to exceed six hundred and twenty-five (\$625) in any calendar year.

##### 3. MCare HMO

#### B. Dental

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

#### C. Life Insurance

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

coverage.

D. Long-Term Disability

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

E. Double Coverage

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

F. Eligibility - Hours Required

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

G. Paid Fringe Benefits

Coordinators shall be entitled to paid fringe benefits, as outlined above, as follows:

1. The Board agrees to pay fifty percent (50%) of the fringe benefit cost for employees who are scheduled to work a minimum of four (4) hours per day (0.5 F.T.E.) and a minimum of 186 days per year.
2. The Board agrees to pay seventy-five percent (75%) of the fringe benefit cost for employees who are scheduled to work more than four (4) hours per day and not more than six (6) hours per day (0.75 F.T.E.) for a minimum of 186 days per year.
3. The Board agrees to pay one hundred percent (100%) of the fringe benefit cost for employees who are scheduled to work more than six (6) hours (1.0 F.T.E.) per day for a minimum of 186 days per year.

H. Additional Coverage

Coordinators shall be permitted to maintain group medical insurance and life insurance coverages at their own expense for up to one (1) year while on an unpaid leave of absence. This provision is contingent on approval of the medical and life insurance carriers and must be prepaid three (3) months in advance.

- I. The Board shall provide the appropriate services to allow Coordinators to make payments with non-taxable salary for dependent care and medical reimbursement 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 jointly developed by the Board and the Association.



## ARTICLE XIII

### MISCELLANEOUS BENEFITS

#### A. Community Education and Recreation Classes

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

#### B. Tax Sheltered Annuity

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

#### C. Separation Pay

Coordinators shall receive upon retirement or separation from the Ann Arbor Public Schools 1.35% of their current salary for every year of employment in the District. In case of death of a Coordinator prior to retirement, this benefit will be paid to the Coordinator's beneficiary or estate.

Coordinators who are scheduled to work less than 48 weeks are grandpersoned under the daily rate computation (as noted below) and if they meet all of the following conditions:

- During the 1988-89 school year the Coordinator was scheduled to work less than 48 weeks.
- The Coordinator has continued to be scheduled to work less than 48 weeks per year.
- The Coordinator was a member of the bargaining unit in 1988-89.

Coordinators shall receive upon retirement or separation from the Ann Arbor Public Schools three (3) days' pay for every year of employment in the District at their current rate of pay. In case of death of a Coordinator prior to retirement, this benefit will be paid to the Coordinator's beneficiary or estate.

#### D. Mileage Reimbursement

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

## ARTICLE XIV

### 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, gender, marital status, disability, or political beliefs.

## ARTICLE XV

### EXTENT OF AGREEMENT

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

## ARTICLE XVI

### SEVERABILITY CLAUSE

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

## ARTICLE XVII

### NEGOTIATION PROCEDURES

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

## ARTICLE XVIII

### ASSOCIATION SECURITY

#### A. Association Dues/Service Charge

All Coordinators by the conditions of this Agreement shall pay their membership dues or service charge to the Association. The service charge shall be an amount less than the annual membership dues as determined by the Executive Board of the Association.

#### B. Dues Payment

1. Coordinators are obligated to pay Association dues or service charge beginning the first day of employment following the end of his/her probationary period. Dues or service charge shall be prorated according to the contract year.
2. Method of Payment
  - a. Association dues or service charge may be paid by the employee directly to the Association. Such payment shall be made by September 30 or within thirty days of the end of the employee's probationary period.
  - b. Any Coordinator who is represented by the Association may sign and deliver to the Board an assignment authorizing deduction of up to the

equivalent of membership dues or service charge to the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the Coordinator. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues from a regular paycheck of the Coordinator each month for ten (10) months, beginning in September and ending in June of each year.

3. Remittance of Deductions

With respect to all sums deducted by the Board pursuant to authorization of the Coordinator, the Board agrees to remit to the Association such funds by the fifteenth (15th) day of the month following such deductions.

C. Termination of Personnel for Non-Payment of Dues or Fees

1. Any Coordinator who shall fail to comply with the provisions of Article XVIII shall be terminated from employment as a Coordinator. No Coordinator's employment shall be terminated, however, unless:

The Association has notified him/her by certified mail addressed to his/her home address last known to the Association, advising him/her of such failure to comply and advising him/her that unless compliance is effected within ten (10) days, he/she will be reported for termination of employment under this Article. The Association shall furnish the Board with a copy of such letter and a written statement that it has been mailed, that the ten (10) days have elapsed without compliance, and that termination is requested. Termination shall occur at the end of the semester in which the Board is notified of such noncompliance.

2. In the event of any action against the Board brought in a court or administrative agency because of its compliance with Article XVIII of this Agreement, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

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

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 Article XVIII.

3. 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 Article XVIII, but this does not include any liability for unemployment compensation.
4. Section C of this Article shall become effective January 1, 1991.

ARTICLE XIX

WORKERS' COMPENSATION

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

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

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

#### ARTICLE XX

#### NO STRIKE CLAUSE

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

#### ARTICLE XXI

#### VACANCIES

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

#### ARTICLE XXII

#### DURATION

This Agreement shall be in effect from July 1, 1996 through June 30, 1998.

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

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

Vicky O. Rigney  
Vicky O. Rigney, Board President

Sally E. Searls  
Sally Searls, Co-President

David Flowers  
David Flowers, Interim Superintendent

Janis B. Williams  
Janis Brown-Williams, Co-President

Ronald Whitmore  
Ronald Whitmore, Chief Negotiator

Francis Hipes  
Francis Hipes, Chief Negotiator

12-8-98  
Date

12/8/98  
Date



MEMORANDUM OF AGREEMENT

between the

ANN ARBOR BOARD OF EDUCATION

and the

ASSOCIATION OF SCHOOL AND COMMUNITY SERVICE ADMINISTRATORS

It is hereby agreed by and between the parties that the concepts included in the Affirmative Action Policy to be adopted by the Board are in the best interest of the parties. The parties, therefore, agree to abide by the Affirmative Action Policy. When a specific provision of the policy conflicts with the Master Agreement, it is agreed that a meeting will be held to resolve the conflict. If no agreement is reached, the Master Agreement will prevail.

Sally Sears  
FOR THE UNION:

Ronald Whitmore  
FOR THE BOARD OF EDUCATION:

12/2/98  
DATE

12/2/98  
DATE

LETTER OF UNDERSTANDING  
BETWEEN  
THE ANN ARBOR BOARD OF EDUCATION  
AND THE  
ASSOCIATION OF SCHOOL AND COMMUNITY SERVICE ADMINISTRATORS

Compensation Classification Study Implementation

The parties agree to the following:

- The Compensation Study remains to be implemented for ASCSA.
- The Board intends to implement the Compensation Study and it is expressly understood by both parties that specific implementation timeline and salary adjustments are subject to negotiations.
- The parties will meet on September 18, 1990 to discuss Board guidelines for beginning and completing the implementation of the Study.

Sally Seale  
FOR THE UNION

12/2/98  
DATE

Ronald Whitmore  
FOR THE BOARD OF EDUCATION

12/2/98  
DATE

MEMORANDUM OF AGREEMENT

BETWEEN

THE ANN ARBOR BOARD OF EDUCATION

AND THE

ASSOCIATION OF SCHOOL AND COMMUNITY SERVICE ADMINISTRATORS

It is hereby agreed between the parties that the Board-provided subsidy covering the difference between Blue Cross 4.0 and CMM 250 mental health and substance abuse out-patient visit (50) coverage is discontinued.

Sally Seals  
FOR THE UNION

12/2/98  
DATE

Ronald Whitmore  
FOR THE BOARD OF EDUCATION

12/2/98  
DATE

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE ANN ARBOR BOARD OF EDUCATION  
AND THE

ASSOCIATION OF SCHOOL AND COMMUNITY SERVICE ADMINISTRATORS

It is hereby agreed between the parties to establish a pilot program for a period of two years, beginning 1996-97, as follows:

1. At the end of the 1996-97 school year, employees who have remaining personal business time available, may choose to roll over one (1) day forward to 1997-98 for the purpose of vacation.
2. At the end of the 1997-98 school year, a meeting will be held to evaluate the outcome of this proposal and make recommendations.

This memorandum shall expire at the end of the 1997-98 school year and shall not be extended without the mutual consent of both parties.

Sally Seals  
FOR THE UNION

Ronald Whitmore  
FOR THE BOARD OF EDUCATION

12/2/98  
DATE

12/2/98  
DATE

MEMORANDUM OF AGREEMENT

BETWEEN

THE ANN ARBOR BOARD OF EDUCATION

AND THE

ASSOCIATION OF SCHOOL AND COMMUNITY SERVICE ADMINISTRATORS

It is hereby agreed between the parties that Association employees are encouraged to attend professional development in-service activities either within or outside the district on Martin Luther King, Jr. Day at no loss of time or pay.

So that the scheduling or department work can be accommodated, the request to attend said activities must be submitted to the immediate supervisor a minimum of five (5) working days prior to the event.

Attendance at the event will be documented by providing the immediate supervisor a copy of the program or a written statement.

Sally Seals  
FOR THE UNION

Ronald Whitmore  
FOR THE BOARD OF EDUCATION

12/2/98  
DATE

12/2/98  
DATE



MEMORANDUM OF AGREEMENT

BETWEEN

THE ANN ARBOR BOARD OF EDUCATION

AND THE

ASSOCIATION OF SCHOOL AND COMMUNITY SERVICE ADMINISTRATORS

1. The Board and the Association will meet for the purpose of studying and restructuring the salary schedule as defined by the 1996-97 Master Agreement. Although this Memorandum of Agreement does not guarantee any specific outcome, it is intended to confirm commitment to continue to study and address issues to the salary schedule.
2. This study will include, but will not be limited to, a review of schedule steps, categories, and the combining of categories within the schedule.
3. The Board and Association will meet no later than September 15, 1996 for the purpose of beginning the salary structure study. Although it is recognized that the gathering of information and decision making cannot be predicted with certainty, the parties intend to complete the study no later than December 15, 1996.
4. The completed study will include an implementation plan and timeline for any modifications in the salary structure as defined by the 1996-97 Master Agreement and is not limited by the parameters of the Salary Article.
5. This Memorandum will expire on June 30, 1997 and may not be extended without the written consent of both parties.

Sally Seale  
FOR THE UNION

12/2/98  
DATE

Ronald Whitmore  
FOR THE BOARD OF EDUCATION

12/2/98  
DATE

**CLASS 11 - ASCSA  
1996/97 SALARY SCHEDULE**

CATEGORY/ WEEKS	POSITION							7/22/96
		1	2	3	4	5	6	
I	48	-COORDINATOR INSTRUCTION SERV.	60,770	61,685	62,610	63,550	64,500	66,475
II	48	-COORDINATOR RECREATION SERV. LEAGUE & TEAM	56,950	57,800	58,670	59,550	60,445	61,350
III	48	-COORDINATOR COMMUNITY SERV.	59,025	59,910	60,805	61,720	62,645	64,190
IV	48	-PURCHASING AGENT/ BUDGET OFFICER	50,340	51,445	52,575	53,735	54,915	56,125
V	43	-COORDINATOR SCIENCE	61,435	62,350	63,290	64,240	65,210	66,930
VI	43	-COORDINATOR FOREIGN LANGUAGE LANGUAGE ARTS MATH SOCIAL STUDIES ART	59,785	60,690	61,595	62,520	63,460	64,815
VII	43	-COORDINATOR MUSIC PHYS. ED.	59,360	60,245	61,155	62,070	63,000	64,510
VIII	48	-SUPERVISOR CUSTODIANS	47,070	48,110	49,165	50,250	51,355	52,125
IX	48	-SUPERVISOR ACCOUNTING	44,245	45,225	46,225	47,235	48,275	50,775
X	48	-SUPERVISOR TRANSPORTATION FOOD SERVICE	43,775	44,735	45,720	46,730	47,755	49,480
XI	48	-SUPERVISOR PAYROLL -COORDINATOR COMMUNITY ED.	42,920	43,875	44,840	45,825	46,830	48,260
XII	48	POSITION ELIMINATED						

## CLASS 11 - ASCSA 1996/97 SALARY SCHEDULE

CATEGORY/ WEEKS	POSITION	7/22/96						
		1	2	3	4	5	6	
XIII	48	-RECREATION SPEC. ADULT SPORTS -PURCHASING/ WAREHOUSE MGR.	36,285	37,310	38,310	39,310	40,320	42,740
XIV	48	-RECREATION SPEC. HANDICAPPED -SUPERVISOR ADMIN. SERVICES/REC & ED	39,340	40,205	41,090	41,990	42,915	43,990
XV	48	-RECREATION SPEC. UMPIRES & OFFIC. YOUTH SPORTS SPECIAL POPULATIONS	38,495	39,340	40,205	41,090	41,990	43,025
XVI	48	-RECREATION SPEC. SENIOR ADULT CULTURAL ARTS INSTR. PROGRAMS	37,650	38,480	39,320	40,190	41,075	42,095
XVII	48	-RECREATION SPEC. COMMUNITY RESOUR	35,515	36,580	37,685	38,805	39,975	40,575
XVIII	39**	-COORDINATOR ** T.L.C. ** TUTORIAL	28,895	29,520	30,170	30,850	31,520	31,995
XIX	48	-DISPATCHER	33,665	34,675	35,720	36,790	37,895	38,945
XX	48	-SUPERVISOR DATA	32,070	33,025	34,020	35,040	36,085	36,830
XXI		POSITION ELIMINATED						
XXII		POSITION ELIMINATED						
XXIII		POSITION ELIMINATED						
XXIV	43	-COORDINATOR PARTNERS FOR EXC.	39,310	40,175	41,065	41,965	42,885	43,530
XXV		POSITION ELIMINATED						

**CLASS 11 - ASCSA  
1996/97 SALARY SCHEDULE**

CATEGORY/ WEEKS	POSITION							7/22/96
		1	2	3	4	5	6	
XXVI	48	-ASSISTANT COORDINATOR T.L.C.	33,295	34,295	35,325	36,380	37,475	38,040
XXVII		POSITION ELIMINATED						
XXVIII	48	-SUPERVISOR ROUTING/TRANS	31,635	32,580	33,560	34,565	35,595	37,020
XXIX	48	POSITION ELIMINATED						
XXX		POSITION ELIMINATED						
XXXI	39	-CAFETERIA MANAGER SINGLE KITCHEN	23,075	23,765	24,475	25,215	25,970	27,170
XXXII	48	-DIRECTOR ENVIR. SERVICES & UTILITY	58,075	58,955	59,830	60,725	61,640	62,565
XXXIII		POSITION ELIMINATED						

\*\*THIS POSITION IS THIRTY-NINE WEEKS PLUS ONE DAY (196 DAYS)

**CLASS 11 - ASCSA  
1997/98 SALARY SCHEDULE**

CATEGORY/ WEEKS	POSITION	7/28/97						
		1	2	3	4	5	6	
I	48	-COORDINATOR INSTRUCTION SERV.	61,380	62,300	63,235	64,185	65,145	67,140
II	48	-COORDINATOR RECREATION SERV. LEAGUE & TEAM	57,520	58,380	59,255	60,145	61,050	61,965
III	48	-COORDINATOR COMMUNITY SERV.	59,615	60,510	61,415	62,335	63,270	64,830
IV	48	-PURCHASING AGENT/ BUDGET OFFICER	50,845	51,960	53,100	54,270	55,465	56,685
V	43	-COORDINATOR SCIENCE TECHNOLOGY	62,050	62,975	63,925	64,880	65,860	67,600
VI	43	-COORDINATOR FOREIGN LANGUAGE LANGUAGE ARTS MATH SOCIAL STUDIES ART	60,385	61,295	62,210	63,145	64,095	65,465
VII	43	-COORDINATOR MUSIC PHYS. ED.	59,955	60,845	61,765	62,690	63,630	65,155
VIII	48	-SUPERVISOR CUSTODIANS	47,540	48,590	49,655	50,755	51,870	52,645
IX	48	-SUPERVISOR ACCOUNTING	44,685	45,675	46,685	47,705	48,760	51,285
X	48	-SUPERVISOR TRANSPORTATION FOOD SERVICE	44,215	45,180	46,175	47,195	48,235	49,975
XI	48	-SUPERVISOR PAYROLL -COORDINATOR COMMUNITY ED.	43,350	44,315	45,290	46,285	47,300	48,745
XII	48	POSITION ELIMINATED						

**CLASS 11 - ASCSA  
1997/98 SALARY SCHEDULE**

CATEGORY/ WEEKS	POSITION							7/28/97
		1	2	3	4	5	6	
XIII	48	~RECREATION SPEC. ADULT SPORTS ~PURCHASING/ WAREHOUSE MGR.	36,650	37,685	38,695	39,705	40,725	43,165
XIV	48	~RECREATION SPEC. HANDICAPPED ~SUPERVISOR ADMIN. SERVICES/REC & ED	39,735	40,605	41,500	42,410	43,345	44,430
XV	48	~RECREATION SPEC. UMPIRES & OFFIC. YOUTH SPORTS SPECIAL POPULATIONS	38,880	39,735	40,605	41,500	42,410	43,455
XVI	48	~RECREATION SPEC. SENIOR ADULT CULTURAL ARTS INSTR. PROGRAMS	38,025	38,865	39,715	40,590	41,485	42,515
XVII	48	~RECREATION SPEC. COMMUNITY RESOUR	35,870	36,945	38,060	39,195	40,375	40,980
XVIII	39**	~COORDINATOR ** T.L.C. ** TUTORIAL	29,185	29,815	30,470	31,160	31,835	32,315
XIX	48	~DISPATCHER	34,000	35,020	36,075	37,160	38,275	39,335
XX	48	~SUPERVISOR DATA	32,390	33,355	34,360	35,390	36,445	37,200
XXI		POSITION ELIMINATED						
XXII		POSITION ELIMINATED						
XXIII		POSITION ELIMINATED						
XXIV	43	~COORDINATOR PARTNERS FOR EXC.	39,705	40,575	41,475	42,385	43,315	43,965
XXV		POSITION ELIMINATED						
XXVI	48	~ASSISTANT COORDINATOR T.L.C.	33,630	34,640	35,680	36,745	37,850	38,420



## CLASS 11 - ASCSA 1997/98 SALARY SCHEDULE

CATEGORY/ WEEKS	POSITION	1	2	3	4	5	7/28/97 6
XXVII	POSITION ELIMINATED						
XXVIII	48 ~SUPERVISOR ROUTING/TRANS	31,950	32,905	33,895	34,910	35,950	37,390
XXIX	48 POSITION ELIMINATED						
XXX	POSITION ELIMINATED						
XXXI	39 ~CAFETERIA MANAGER SINGLE KITCHEN	23,305	24,005	24,720	25,465	26,230	27,440
XXXII	48 ~DIRECTOR ENVIR. SERVICES & UTILITY	58,655	59,545	60,430	61,330	62,255	63,190
XXXIII	POSITION ELIMINATED						

\*\*THIS POSITION IS THIRTY-NINE WEEKS PLUS ONE DAY (196 DAYS)

## Appendix B - Step Placement

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

The Superintendent may withhold salary improvements, in whole or in part, when the Coordinator's performance is judged to be failing in any one of the areas of the written evaluation.

Newly hired Coordinators shall be placed on the salary schedule as determined by the Board except as specifically limited below:

### Salary Step Placement

1. Upon initial hire applicants may be placed up to step three.
2. Exceptions to placement on steps one through three as described in one above, shall be done with prior consultation with the Association that such placement is being considered. The Association will be informed of the contemplated action at least two weeks prior to recommendations being given to the Board of Education. The consultation shall include the rationale for the contemplated action as per criteria specified in three below.
3. Exceptions to placement on steps one through three are to be in accordance with either of the following criteria:
  - A. Scarcity of qualified applicants
  - B. Affirmative action as agreed to in the MOA dated 12/10/90.
4. Placement on step four is limited to the criteria listed in three above and after the above mentioned consultation with the Association has taken place.
5. Placement on step five is limited to the criteria listed in three above and after notification, consultation, and agreement with the Association has taken place.
6. In the event the Board fills ASCSA positions at steps four or five three times, within any two year period beginning July 1, 1991, the parties agree to meet in accordance with Article XXII, paragraph 2.

## Appendix C

### SALARY

#### SECTION 1

A. Beginning with the 1996-97 school year, the 1995-96 salary schedule shall be increased by 1%. Additionally, a 6th step to the salary schedule will be added to each category. The increment between the 5th and 6th step shall be the percentage as defined in the 1995-96 Master Agreement or as adjusted by mutual agreement of the parties.

B. Beginning with the 1997-98 school year, the 1996-97 salary schedule shall be increased by 1%.

#### SECTION 2

In 1997-98 "Z" \* percent of any increase in district revenue to the state foundation grant (section 20) shall be designated for the bargaining unit as follows:

1. All bargaining unit employment cost increases over the previous fiscal year (increment, employee insurance benefits, FICA, and retirement) shall first be deducted from the revenue increase.
2. The remaining funds shall be made available for the bargaining unit members to be distributed in salary.
3. In no event shall the total salary increase in 1997-98 exceed 2%.

\*"Z" is defined as the percentage of the bargaining unit's total employment cost (salary, increments, retirement, FICA, and insurance fringe benefits) in relation to the total district budget for 1996-97. The ASCSA "Z" percent will be 2.11%.

#### SECTION 3

As soon as the foundation grant and bargaining unit employment cost increases are known, the business office will calculate the net revenue increase available.

(Note: The State foundation grant (FY 96 foundation) for 1995-96 is \$7,887.35.)

#### SECTION 4

In the event the remaining funds, as determined in section 2 above, are reduced during the year. The amount of the reduction shall be subtracted the following year. The reduction, if implemented, will not result in a reduction below the guaranteed 1% increase as defined in section 1 above.

