



Adrian Education Association

Contractual Agreement between the Board of Education
of Adrian Public Schools and
Adrian Education Association, MEA-Affiliates of NEA

July 1, 2020 - June 30, 2021

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- Librarian
- LISD Insurance Consortium
- IB/DP International Exchange Student Coordinator
- Curriculum Committee
- PYP Coordinator for Lincoln School

Article I - Recognition

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified or professional personnel whether under contract or on leave, employed by the Board as probationary or tenure teachers. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the superintendent, assistant superintendent, directors of school and community programs, principals, assistant principals, business manager, deans, and any person engaged fifty percent of the time in the direct administration and supervision of programs controlled by the Board of Education. Substitute teachers, instructional assistants, teacher aides, replacement teachers for leave of absences of less than one year shall also be excluded. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement. The Board further agrees not to negotiate with individuals, if the ensuing result would alter any provision of this Agreement.

Article II - Association and Teacher Rights

- I. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join or support a negotiating unit for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or encourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act (MPERA) or other laws of Michigan or the Constitution of Michigan and the United States that directly relate to his/her duties as a teacher; that it will not discriminate against any teacher with respect to hours, wages, or terms or conditions of employment or by reason of the teacher's membership in the Association, the teacher's participation in any activities of the Association or collective professional negotiations with the Board, or the teacher's institution of any grievance, complaint or proceeding under this Agreement as defined by law.
- II. Nothing contained herein shall be construed to deny or restrict to any teacher rights the teacher may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall conform with the law and will be deemed to be in addition to those provided elsewhere in this document.
- III. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all times, provided that this business shall not interfere with or interrupt normal school or scheduled operations.

The UniServ Director of the Hillsdale Lenawee County Education Association of MEA shall be permitted to transact official Association business on school property at all times, provided that the appropriate area administrator is informed and that this business shall not interfere with or interrupt normal school or scheduled operations.

- IV. The Association shall have the right to use school equipment, including computers, copying machines, other duplicating equipment, calculating machines and audio-visual equipment at times when such equipment is not in scheduled use. The Association shall have the right to use school technology subject to the Board's acceptable use policies and user agreements. The Association shall arrange with the appropriate representatives of the Board of Education to schedule the use of this equipment and pay the cost of all

materials, supplies and replacements incident to such use. In each building the Association will have a bulletin board for exclusive use to post notices or activities and matters of Association concern.

Use of the District mail services and teacher mail boxes in each building by the Association for communicating with teachers will be allowed at all times.

- V. The Board agrees to furnish the Association, in response to written requests, all available public information concerning the financial resources of the district and other generally available information, including but not limited to: annual financial reports and audits, register of certified personnel, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and other public information in the Board's possession and which will assist the Association in recommending intelligent, accurate, informed and constructive programs on behalf of the teachers and their students. The Association President shall receive copies of the agenda and minutes of the public Board meeting.
- VI. The Board and/or its representatives will advise the Association of any major, new or modified, curricular, fiscal budgetary or tax programs and construction programs and, upon request, will discuss those matters with the Association. The Association will meet with the Board and/or its representatives to discuss and have input prior to any millage decisions.
- VII. The provisions of the Agreement shall be mutually applied without regard to race, creed, sexual preference, or disabilities unrelated to the ability to perform the duties of the position, religion, color, national origin, age, gender, marital status.

Article III - Board of Education Rights

There is reserved exclusively to the Board all responsibilities, powers, rights, and authority invested in it by the laws and Constitution of Michigan and The United States or which have been heretofore properly exercised by it excepting where expressly and in specific terms limited by the provisions of this Agreement.

Article IV - Teachers' Hours and Employment Conditions

- I. A. The Board and the Association agree that each teacher is a professional who will devote whatever amount of time is necessary to fulfill the teacher's duties and to properly execute the teacher's functions. Both parties acknowledge that the professional obligation of the classroom teacher requires an expenditure of time beyond that required for direct classroom instruction of students. That additional time is required for planning, preparing tests, maintaining records, correcting papers, improving curriculum, previewing instructional materials, parental conferences, post-school team planning, etc. They further agree that the major portion of this work is to be accomplished during a teacher work day of reasonable duration and that any remaining obligations are to be scheduled for accomplishment at the discretion of the teacher.

The parties recognize that attendance and meaningful participation of teachers in professional meetings devoted to staff work, curriculum, in-service, etc., are essential to the fulfillment of professional responsibilities. However, teacher attendance at such meetings shall not be required outside the normal school day.

Except in an emergency situation, all other meetings, including curriculum, in-service, and other professionally oriented topics must be announced at least three (3) days in advance, and attendance will be at the discretion of the teachers, keeping in mind their professional obligations to the proper augmentation of the program.

It is recognized that a counseling position is unique. Emergency situations may require the counselor

to be available for a reasonable time beyond the regular school day.

Required professional development will take place during the regularly scheduled professional development time as reflected on the school calendar unless alternative arrangements are made between the Board and the Association. If administration directs a teacher to attend meetings other than the building wide meeting, (for example, grade level meetings, art, music, PE subject area) the dates and times will be communicated to teachers a minimum of two (2) weeks ahead of time. A maximum of two (2) "special" meetings will take place each year. If the meetings require a teacher to travel to another building, mileage will be reimbursed according to IRS guidelines. Online training activities such as those pertaining to bloodborne pathogens, or sexual harassment, concussion/first aid, or other mandated training will be accomplished outside the work day and will not exceed three (3) hours annually.

The District and the Association will annually negotiate, as part of the district calendar, 30 hours of professional development time. An additional four (4) hours of time can be scheduled for staff meetings at the Principal's discretion with a minimum of two (2) weeks' notice. The District will survey teachers at each building for input on professional development prior to the end of the school year in preparation of the following year's professional development planning.

All teachers are required to attend in-service days, record days, parent-teacher conferences, faculty meetings, and their building's open house, unless prior approval to excuse attendance is granted by the building administrator and Human Resources Director (excluding circumstances where a teacher is absent due to paid or unpaid leave taken under the terms of this Agreement).

B. The intent of the provisions of this section is to provide suitable guidelines for teacher service while providing flexibility, experimentation, individual initiative, and program improvement. Each teacher will provide direct instruction to meet at least the required state minimums. Any additional teaching hours will be negotiated.

C. Travel Time:

1. A Travel Committee will be formed with the charge of design and coordination of a district-wide schedule for all traveling teachers to minimize travel and determine reasonable travel times. The committee will meet prior to staff assignments on a yearly basis. The committee will be comprised of members of the Association and the Board, determined by the Labor Management Committee.
2. Teachers assigned to more than one (1) school per day will have a reasonable amount of travel time between buildings. This reasonable amount of travel time will be in addition to the teacher's conference period and duty-free lunch time. For the purposes of this subsection, reasonable amount of travel time will be a minimum of twenty (20) minutes travel time for two (2) or more miles of travel.
3. If a teacher feels that adequate travel time has not been built into their schedule to allow for safe travel between buildings, it will be reviewed through the Labor Management process.
4. If a teacher is travelling between two buildings, and the book ends are not the same between the two buildings, the teacher shall still be expected to complete the class period at the final building, as long as adequate travel, planning and lunch time have been provided, and the teacher work day is not extended beyond twelve (12) minutes. The teacher shall be compensated twenty (\$20) dollars per day.

D. Budget: With the exception of executive order budget reductions/freezes, the process for the teachers supply allocations will be based on the following:

1. A shared decision making process will be utilized at each site by regular FTE classroom teachers and building principals for the budgeted allocation of teaching supplies, or
2. 30% of the allocated budget will be reserved for teaching supplies divided equally by the number of the full time equivalent (FTE) teachers.

- a. Teaching supplies will be defined as discretionary, unrestricted funds to be used by the teaching staff.
- b. Common use items will be part of the common use budget. The common use budget is part of each individual building budget. The common use includes areas such as the library, computer lab and unassigned student work areas.
- c. The reserved teaching supplies shall be used exclusively for classroom teaching supplies and not for copies (including copy paper cost) and equipment. All purchases must be made in accordance to the Board purchasing policy.

Examples of reserved teaching supply expenditures would be bulletin board supplies, supplemental books, supplementary computer software, and ancillary/disposable teaching aids. Outside of the 30% per child allocation (PCA), each teacher who has a computer printer in their classroom/office shall be allocated one printer cartridge per year, if requested. Teaching supplies will not be used for repair and usage of equipment/copier, any administrative costs, student paper, student pencils, custodial supplies, curriculum-approved textbooks, and computer hardware.

- d. Because the schools will be paying for the total cost of copies including the paper, it will be necessary to provide for an additional PCA increase to the schools' remaining 70% PCA to help cover the copy costs. This increase shall not be subject to Article IV, 1, 2. Other adjustments that are not subject to Article IV, 1, 2 include but are not limited to, PCA adjustments that may be necessary to accomplish certain goals or provide for certain needs and restricted PCA's.
- e. The FTE allocations set forth shall be defined as all teachers, including art, music, physical education, and special education teachers assigned to the building.

Should a teacher be assigned less than full-time, then his/her allocation shall be prorated accordingly. For example, a music teacher who teaches four (4) classes shall be considered four-sevenths or .57 FTE. In the event of a first-year implementation of a new program, the teacher would receive full allocation.

- f. The principal shall inform the teaching staff of the building of the projected FTE allocation and the projected PCA to be used in determining the projected budget line item reserved for teaching supplies. The teachers will be informed of the number of FTE's and the PCA formula of their individual building. After the fall student count day and the district budget has been approved, the administration will make the appropriate adjustment to the PCA for the year. If the PCA amount changes, the principal will notify the teaching staff.
- g. Should extenuating circumstances occur and/or the teaching staff and the principal agree that the budgetary allocations should be distributed differently, then the parties agree to use Step #1 in Article IV of the recent master agreement.

- E. Any teacher who accepts a class as a substitute teacher, which requires the forfeiture of the teacher's preparation period, shall be compensated Twenty (\$20.00) Dollars. In lieu of the Twenty (\$20.00) Dollar payment, a teacher shall have the option to accrue time substituting for eventual flexible time.

The flexible time may be used within the fiscal year earned or the flexible time may be turned in by the end of the school year for Twenty (\$20.00) Dollars per preparation period forfeited. Any teacher who earns flexible time after May 15 shall be compensated Twenty-five (\$25.00) Dollars at the end of the school year.

Any middle or high school teacher who accepts a class as a substitute teacher, which requires the teacher to cover all or part of another teacher's class while also instructing their own class, will be compensated at Twenty (\$20.00) Dollars per class/hour in addition to their normal pay if the contractual class size is exceeded (excluding "performance group" language).

High school teachers agreeing to substitute for another high school teacher during the day shall either be compensated at Twenty-five (\$25.00) Dollars per class they cover, or they shall have the option to accrue time substituting for eventual flexible time. Flexible time accrued of five (5) periods equates to one (1) flexible day. High school flexible time cannot be combined with middle school flexible time. Teachers who cover two (2) lunch periods to supervise the lunchroom will be compensated at \$20.00. The flexible time may be used within the fiscal year earned or the flexible time may be turned in by the end of the school year for Twenty-five (\$25.00) Dollars per preparation period forfeited. Any teacher who earns flexible time after May 15 shall be compensated Thirty (\$30.00) Dollars at the end of the school year.

- F. No student teacher shall be assigned to a cooperating teacher without the consent of the cooperating teacher.
- G. The Board and the Association mutually recognize the importance of adequate teaching reference material in maintaining a high level of professional performance. Elementary professional libraries will be supplemented by this system's curriculum resource center. District will maintain online resources for staff across the District and printed materials when applicable.
- H. Copy/Duplicating Machines. The Board agrees to make available in each school an adequate number of copying/duplicating machines, copy paper, toner and duplicating materials for direct professional teacher use. Placement of these machines will be such that they are easily accessible to all teachers. Teachers shall have access to copying/duplicating machines throughout their professional day.
- I. The Board shall provide:
 - 1. Desk. A separate desk for each teacher in the district with lockable drawer space.
 - 2. Closet Space. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
 - 3. Chalkboard/White Marker Board. Adequate chalkboard and/or white marker board space in every classroom.
 - 4. Texts. Copies, exclusively for each teacher's use of all texts used in each of the courses the teacher is to teach or is responsible to make accommodations for their students.
 - 5. Storage Space. Adequate storage space in each classroom for instructional materials.
 - 6. Required Materials. Each teacher shall be provided with paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- J. Driving. Under no condition shall a teacher be required to drive a mini school bus as part of his/her regular assignment, but he/she may do so under mutual agreement for the institution of specialized programs. Teachers shall not be required to transport students to any school activity (academic or extra-curricular). If the District and teacher agree that the teacher is to transport students/athletes in a District vehicle, the District will provide written documentation of insurance coverage on the

vehicle to the teacher before the transportation occurs. If the teacher and the District agree that the teacher will transport themselves and students/athletes in his/her own vehicle, the teacher will present proof of insurance coverage (if requested by the District) prior to the occurrence of that function. The teachers will be reimbursed at the current IRS Mileage rate.

- K. Lounge/Lunchroom. The Board shall make available, exclusively for staff use in each school, restrooms, lavatory facilities, and at least one (1) lounge. A lunchroom at the High School and Middle School level for staff use only will be provided. Provisions for such facilities shall be made in all future buildings.
- L. Telephone. Telephone facilities with an outside line limited to local calls shall be made available to teachers for their professional use.
- M. Parking. Adequate parking facilities shall be provided, properly maintained, and identified for staff use. Building administrative assistance shall be given to prevent vandalism and/or the determination of the cause of damage or vandalism to vehicles parked in the staff parking lot or designated area.
- N. Accumulated Sick Days. The number of days of accumulated sick days a teacher has shall be shown in the on-line employee payroll link.
- O. Safety. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well being.

Secondary teachers assigned to art, science, or technology education classes shall, upon request, be furnished at no cost to the employee, a protective coverall, apron or lab coat, and safety glasses.

The teacher handbook will include references to safety laws and regulations and will include the names of contact persons for those laws/regulations.

The Board will provide inoculations for bloodborne pathogens at no cost to the employee. If employee clothing is bloodied, the Board will clean them or provide new if they cannot be cleaned.

- P. Professional Attire and Language. Good judgment with regard to appropriate professional attire and language will be demonstrated as a part of being an effective educator.
- Q. Assignment Beyond Normal Teaching Assignment. If a teacher is contracted to teach more than the normal teaching assignment as set forth in this Article, the teacher shall receive additional compensation at one-and one-half (1-1/2) times his/her period rate for each additional teaching period.
- R. Records time will be provided at the end of each trimester, as determined through the annually negotiated calendar.

II. High School (9-12)

- A. Lunch Period. Each teacher shall have a thirty (30) minute duty-free lunch period and a preparation period that is equal to a class period.
- B. Substitute. If a teacher has less than the normal teaching assignment, said teacher shall, if asked, substitute in his/her building a period of time equal to the deficiency in his his/her assignment.
- C. Lunchroom Supervision. When teachers are used for lunchroom supervision, there will be no less than two (2) staff members assigned to the cafeteria proper.
- D. Academic Center/Labs.

1. No member of the High School faculty will be required to teach more than five (5) academic classes in a day. Academic center is considered an academic class.

E. Parent/Teacher Conferences. Twice per year, there will be two (2) evening sessions held on consecutive days in three (3) hour blocks (default 5-8pm or in agreement between staff and the building principal).

III. Middle School

A. Planning Time.

1. Individual Planning Time. There shall be a period of sixty (60) minutes devoted to planning and pre and post school supervision. The planning period shall be a minimum of forty-five (45) consecutive minutes daily. The remaining minutes shall be devoted to general student supervision as scheduled by the building principal.

B. Lunch Period. It is agreed that each teacher shall have at least a thirty (30) minute duty-free lunch period. In the event it is necessary to assign a teacher to lunchroom supervision, the principal shall arrange said teacher's schedule so as to provide for some other midday duty free period. Lunchroom and/or study hall supervision shall be considered as a teaching period in the total assignment of a teacher.

C. Substitute. If a teacher has less than the normal teaching assignment, said teacher shall, if asked, substitute in his/her building a period of time equal to the deficiency in his his/her assignment.

D. Lunchroom Supervision. Each regularly scheduled lunchroom period shall be supervised by at least two (2) teachers and at least two (2) lay persons, or one (1) supervisor per One Hundred (100) students or any major part thereof.

E. Student/Parent Orientation. Sixth (6th) Grade Teachers will be required to attend two (2) student parent orientation nights. Seventh (7th) and Eighth (8th) Grade Teachers will be required to attend one (1) student parent orientation night.

F. Parent/Teacher Conferences (6/7/8). Twice per year, there will be 2 (two) evening sessions held on consecutive days in three (3) hour blocks (default 5-8pm or in agreement between staff and the building principal).

IV. Elementary

A. Planning Time. Every elementary teacher will be afforded a minimum of two hundred twenty (220) minutes planning time per week with a minimum of thirty (30) minutes per day. This time will be afforded during the pupil instructional day.

B. Pupil Contact Supervision/Lunch Period. Elementary teachers shall be responsible for a period of pupil contact supervision, not to exceed thirty (30) minutes daily and one hundred (100) minutes weekly, at which time they are directly responsible for supervision of pupils within their classroom or in other areas of the building. The staff and the principal of each elementary school shall determine a schedule for supervision and allotment of the time period before and after school. Teachers shall have a forty-five (45) minute duty free lunch period.

C. Recess. Elementary teachers will be allowed to take a recess period of a minimum of fifteen (15) minutes with their students on any day in consultation with the building principal. If an agreement cannot be reached between the teacher and the principal on the weekly allocation of recess time, the teacher may appeal to the Superintendent (or designee).

D. Parent/Teacher Conferences. Twice per year, there will be 2 (two) evenings sessions held on

consecutive days in three (3) hour blocks (default 5-8pm or in agreement between staff and the building principal).

E. Teacher Attendance. A teacher’s attendance is not required when a certified teacher, in the instructional area of physical education, music, art, and library instruct a class.

F. Classroom Teacher-Substitute. If no substitute teacher is available, the Board will evaluate the assignment of the principal, physical education, art, music, Reading Recovery®, special ed, and other certified staff as alternatives before assigning a classroom teacher to cover the class. It is understood the assignment will be rotated among the above stated staff.

If a classroom teacher is assigned to a classroom for which no substitute is available he/she will be compensated Twenty (\$20.00) Dollars for his/her loss of duty free lunch or at the teacher’s option to accrue flexible time.

In addition, the teacher assigned to a classroom for which no substitute is available the teacher will be compensated at the substitute teacher rate of pay in addition to their regular rate of pay. For example, a teacher will be compensated for a full day assignment at the full day substitute teacher rate of pay and for a half-day assignment at the half day substitute teacher rate of pay.

If a teacher accepts a class as a substitute teacher which requires the forfeiture of the teacher’s preparation period, the teacher shall be compensated Twenty (\$20.00) Dollars for his/her loss of preparation period for that day or at the teacher’s option to accrue flexible time.

If a teacher accepts lunchroom or playground supervision duties which requires the teacher to forfeit all or part of his/her duty free lunch, the teacher shall be compensated Twenty (\$20.00) Dollars.

G. Facilities. Both parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to facilitate student learning and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size will be lowered wherever possible to meet the following optimum standards:

1. Elementary

The Board will make a reasonable attempt to equitably distribute students among all regular education sections at each grade level within a building. In grades K-2 the optimum class size will be 26 with a maximum of 28. Extra compensation will be paid for the 27th and 28th pupil. Grades 3-5 will have an optimum of 28 with a maximum of 30. Extra compensation will be paid for the 29th and 30th pupil. Extra compensation will be based upon the following formula; however, extra student pay will not apply to inclement weather days:*

$$\frac{\text{K-2 Salary}}{\text{Total Student Days} \times 26} = \text{pay per day, per extra pupil} \quad \frac{1}{1}$$

$$\frac{\text{3-5 Salary}}{\text{Total Student Days} \times 28} = \text{pay per day, per extra pupil} \quad \frac{1}{1}$$

*Based upon registered class size for each regularly scheduled school day.

2. Middle School

	Optimum	Maximum
English (Language A)	20	32
Social Science (Humanities)	25	32

Mathematics	25	32
Science	25	32
World Language (Language B)	25	32
Art	20	32
Music*	30	40
Physical Education	30	40
Computer Literacy	25	32
Technology Education	20	32
Basic or Remedial Classes in any Area	18	25
Health	30	40

While it is desirable to not exceed the maximum class sizes in the middle school chart above, these maximums may be exceeded under the following conditions:

- a. agreement documented by email of affected teacher
- b. full sections or scheduling conflict
- c. overages above the maximum will be limited to 10% of the maximum

If additional compensation is due for exceeding the stated maximum class size, the teacher shall receive, based upon registered class size for each regularly scheduled school day, extra compensation equal to, to be paid at the conclusion of each trimester; however, extra student pay will not apply to inclement weather days:

- a. the teacher's base salary,
- b. divided by Total Student Days x max. no. of students x 6 – maximum number of students identified, and 6 instructional periods per day,
- c. times the number of instructional periods in the marking period the teacher teaches a number of students in excess of the stated maximum,
- d. times the number of students in excess of the stated maximum,
- e. retroactive to the first day of the marking period.

“Instructional period” shall be defined as a period of time instruction occurs, roughly equivalent to an hour, or section, or multiples or fractional parts thereof for programs that operate instruction periods in other than roughly hour blocks.

3. High School

	Optimum	Maximum
English (Language A)	20	34
Social Science (Humanities)	25	34
Mathematics	25	34
Science	25	34
World Language (Language B)	25	34
Business	25	34
Business Applications	25	34
Industrial Arts	15	34
CAD	25	34
Music*	30	40
Art	20	34
Physical Education	30	40
Pool	20	40
Basic or Remedial Classes in any Area	18	25
Academic Center	20	25
IB		34

While it is desirable to not exceed the maximum class sizes in the high school chart above, these maximums may be exceeded under the following conditions:

- a. agreement documented by email of affected teacher
- b. full sections or scheduling conflict
- c. overages above the maximum will be limited to 10% of the maximum

If additional compensation is due for exceeding the stated maximum class size, the teacher shall receive, based upon registered class size for each regularly scheduled school day, extra compensation equal to, to be paid at the conclusion of each trimester; however, extra student pay will not apply to inclement weather days:

- a. the teacher's base salary,
- b. divided by Total Student Days x max. no. of students x 5 - maximum number of students identified, and 5 instructional periods per day,
- c. times the number of instructional periods in the marking period the teacher teaches a number of students in excess of the stated maximum,
- d. times the number of students in excess of the stated maximum,
- e. retroactive to the first day of the marking period.

"Instructional period" shall be defined as a period of time instruction occurs, roughly equivalent to an hour, or section, or multiples or fractional parts thereof for programs that operate instruction periods in other than roughly hour blocks.

4. Special Education

- a. Specialized classes for students with disabilities class size, total case load, maximum number of students in the classroom, teacher consultant maximums may not exceed the limits specified in the current State Department of Education Special Education Regulations. An IEPC meeting, required by law, may be scheduled, on a voluntary basis, before/after school with an accompanying reimbursement stipend of Fifteen (\$15.00) Dollars per IEPC meeting for each faculty member attending in its entirety. (Still get paid whether it starts at 2:30, 2:45 etc. as per coaches).
- b. The District will make reasonable attempts to equitably distribute among regular education sections, students who have been identified through the IEPC process as recipients of special education services.

- H. Maximum Class Enrollment. Maximum class enrollments may not be possible in some teaching assignments. Where this exists, the maximum enrollment will be limited to the number of student teaching stations in a given room. In classes where performing groups are developed (*e.g. Music). the maximum will be governed by the number of participants necessary to establish an optimum performing group.
- I. Untenable Class Maximum. It is recognized circumstances may exist that make a given class maximum untenable. In this situation, it will be the responsibility of the administration to provide the Association with written documentation explaining the reasons behind such an assignment of students. Before any such arrangement may be instituted, the Association's executive officers must approve any such amendments to this section. If the Association's approval is not given, the limits contained within this section shall govern all class loads.
- J. Day Preceding Vacation. On the day preceding a vacation, the teachers shall be dismissed ten (10) minutes after the pupils.

Article V - Professional Qualifications and Additional Assignments

- I. Contracts/Letters of Intent. By May 15th, the Board shall furnish each teacher with a contract, if a complete master contract for the following school year is in force, or a Letter of Intent, if there is no Master Contract for the following year. These letters or contracts shall be signed and returned May 30th to the building principal by the teacher, indicating the teacher's intended status for the ensuing school year.

A teacher who fails to submit a signed contract or letter by May 30th will be contacted within five (5) days and shall return the contract or letter of intent within five (5) days of receipt.

Any and all assignments, including extra-curricular, which are an addition to the normal teaching schedule during the regular school year, shall be non-tenured positions and are yearly appointments. These assignments shall be with the consent of the teacher and preference will be given to tenure teachers in the district in the areas of adult education and summer school, provided they are fully qualified and certified for the position. If no bargaining unit members are qualified for the job, the manner in which the position will be filled is at the sole discretion of the Board.

- II. Administrative Appointment. Any teacher who is appointed to an administrative position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such appointment.
- III. In classrooms or schools where a substantial percentage of the student population is derived from home situations where English is not the primary language, or is an incidental language, the Board shall give special attention to hiring qualified teachers who are bilingual and trained to assist the students in English as well as the primary language spoken by said students.
- IV. The District will attempt to match our community demographics while recruiting new employees for the District. For recruiting purposes, the District will pay a one-time moving stipend of \$500 for any employee that moves into the Adrian Public Schools District boundaries.

Article VI - Leaves of Absence

I. Leaves With Pay

- A. Sick Days. At the beginning of each school year, teachers will be granted ten (10) days per school year with wages paid for time off for cases of personal illness or disability and/or emergency medical procedures, and injury or illness to members of their immediate families. It is understood that sick time is to be used in one (1) period (secondary) or hour (elementary) increments.

Immediate family for purposes of this section shall be defined as a spouse, significant other, son or daughter, step-child, parent, step-parent, grandparent, parent-in-law, son or daughter-in-law, or anyone with whom the employee has or did have a guardian or foster-parent relationship.

Unused Sick Day Accumulation. Unused time shall be allowed to accumulate to a maximum of two hundred five (205) days. Teachers hired after July 1, 1989, shall be allowed to accumulate unused time to a maximum of one hundred (100) days.

- B. Sick Leave Bank. The parties agree to establish a sick leave bank which will be administered by the Association. Teachers shall contribute one day of their sick leave allowance to this bank; thereafter the contribution of additional days shall be determined by the Association and only when the total number of days in the bank is sixty (60) days or less. In no case shall the total number of days contributed to the bank in a given contract year exceed twice the membership. The Association will notify the District by September 30th each year whether this provision of sick bank will be used for that year.

A teacher may also:

- a. Voluntarily contribute day(s) to the sick bank if they have more than one hundred (100) accumulated days of sick leave; and/or
- b. Voluntarily contribute day(s) to the sick bank to a specific teacher as long as the contributing teacher maintains at least one hundred (100) days of accumulated sick leave in their own personal sick leave accumulation.

A teacher who has exhausted his/her accumulated sick leave and is unable to return to work, due to his/her personal illness, injury, or disability may make a written request to the Association for days from the sick leave bank. This written request will be reviewed for approval by the Association's Sick Leave Bank Committee. In no event will a teacher be allowed to draw days from the sick leave bank after he/she has qualified for long term disability.

- C. Any teacher that can anticipate a prolonged disability (such as scheduled surgery, other confinement to home or hospital, including maternity) shall notify the building principal and Human Resources in writing at least thirty (30) calendar days in advance as to the projected period of confinement. The notification shall contain the projected dates of confinement and be accompanied by written medical verification. It is understood that use of sick leave shall be only for the duration of the actual incapacity.

Adrian Public Schools will comply with the provisions of the Family Medical Leave Act (FMLA).

- D. Medical Inquiries. The Board (acting through its administration) shall have the right to require medical verification of a teacher's ability to perform essential job functions or verification of absence in the following circumstances:
 1. Verifying a teacher's eligibility for leave taken under this Agreement, verification shall not be requested unless there is an absence exceeding three (3) consecutive work days, except in circumstances where the Board has an independent and articulable basis for asserting that leave is being misused; and
 2. To evaluate a teacher's fitness for duty where the Board has reasonably founded concerns, made known to the teacher, regarding the teacher's physical and/or mental ability to perform the essential job functions of his/her assignment; and
 3. To verify a teacher's ability to perform the essential job functions of his/her assignment upon return from leave of absence.

The Board shall pay the cost of any physical or psychological assessment received. The medical inquiries made by the Board shall be consistent with those in U.S. Department of Labor Form WH-380-E, Certification of Health Care Provider for Employee's Serious Health Condition.

- E. Workers Compensation. Absence due to injury or illness incurred in the course of the teacher's employment beyond four days may be charged against the teacher's sick leave days. Teachers injured while working for the Adrian Public Schools, and thus becoming eligible for workers' compensation benefits, will have the following choices:
 1. Accumulated leave days will, on an optional basis, be available to the injured teacher during the period the teacher is unable to work as a result of an accident.
 2. If the teacher elects to use his/her sick leave, the teacher's workers' compensation benefits will be supplemented by school funds to give the teacher the equivalent of his/her regular daily rate of pay. The proportion of the teacher's daily rate used to supplement the workers'

compensation benefit will be charged against the teacher's sick leave. A teacher shall advise his/her building administrator as soon as possible to this intention of taking said leave and the teacher's choice on the use of his/her sick leave.

3. If the teacher is receiving workers' compensation benefits due to an illness/injury, he/she shall accrue seniority during his/her period of incapacity.

F. Medical Appointments. Routine health examinations, dental appointments, or surgical procedures, which might appropriately be scheduled when school is not in session shall not be covered under this leave policy.

G. Funeral. Attendance at funerals during the school day of non-family members not employed by the school district shall be limited to one (1) day not chargeable to sick leave. Attendance at funerals of school employees during the school day will be by representative group of three (3) or twenty-five percent (25%), whichever is larger, of the teachers in the building where the deceased was employed. The Association Representative and the Principal in the building involved will select the representative group.

Up to five (5) days for arranging and attending funerals in the immediate family shall not be charged to sick leave. Immediate family means anyone whose death has real meaning to the teacher.

H. Personal Emergency, Business and Professional Days. Personal emergency and business leaves shall be limited to two (2) days and one (1) additional professional day per school year. These three (3) days shall be in addition to sick leave and not chargeable to sick leave. It is understood that personal emergency time is to be used on one (1) period increments for 6-12 staff or one (1) hour (60 minute) increments for K-5 staff. One "day" is equal to the number of instructional periods to which the 7-12 teacher is assigned for that "day".

1. Personal emergency and business leave days shall be used only in situations of emergency or for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours, or during vacation periods. A professional day will be defined as a leave day with no restrictions on the content of the usage.
2. Teachers wishing to take these days under emergency conditions shall contact the electronic secretary stating they will be absent from school. Upon return to the job, the teacher shall complete an absentee card stating reason(s) for such absence. Personal emergency, business leave and professional days are to be arranged with the building principal a minimum of three (3) days in advance of said absence. An explanation of the nature of the teacher's personal emergency, business leave or professional days shall be optional with the teacher.
3. Personal emergency and business leave shall not be used for hunting, for fishing, or other recreational activities. Personal emergency, business leave and professional days shall not be granted for the first or last day of the school year, nor on the working day preceding or following a scheduled school vacation period or holiday, nor on parent-teacher conference days or nights. If the teacher must use a personal emergency, business leave or professional day immediately before or after a vacation period or holiday, or on parent-teacher conference days or nights, the teacher shall notify the Human Resources and explain the need to use the personal emergency, business leave or professional day.
4. Teachers shall be allowed to accumulate unused personal emergency, business leave and professional days to the teacher's sick days. In the event a teacher needs additional personal emergency, business leave and professional days beyond the three (3) per year, he/she shall make a request to Human Resources for use of the personal emergency, business leave, professional days accumulated.
5. Upon retirement unused sick leave days, personal emergency, business leave and

professional days shall be included for termination pay under Article XII, Section III of this Agreement. This pay may be eligible for a "Special Pay Deferral Plan" (see Article XII, Section II).

- I. Flexible Time. Flexible time is to be arranged with the building principal a minimum of three days in advance of said absence. Flexible time shall not be used on the first or last day of the school year, nor on the working day preceding or following a scheduled school vacation period or holiday, nor on parent-teacher conference days or nights. If the teacher must use flexible time immediately before or after a vacation period or holiday, or on parent-teacher conference days or nights, the teacher shall notify Human Resources and explain the need to use the flexible time before consideration is given.
- J. The following leaves shall be granted with pay and not charged against the teacher's accumulated leave:
 - 1. Jury Duty/Court Appearance. When a teacher is called for jury duty or a court appearance supported by a subpoena during school hours, the teacher shall be paid his/her full salary for such time, with the understanding that the teacher provides the required planning. In the event a teacher called for jury duty or a court appearance supported by a subpoena is not able to provide required planning, salary for this period shall be based on the regular daily rate less jury duty or court appearance compensation. This does not apply if the teacher is a plaintiff or defendant in a criminal or civil suit.
 - 2. Military. Time necessary to take the military service physical examination.
 - 3. School Business. All other absences which are in the course of school business, which have been approved in writing by the administration.
- K. Inclement Weather. If schools are open on an inclement weather day and the roads are hazardous, then the teacher may use a sick day when reporting their absence for the day.
- L. Inclement Weather/Emergency Closings No teacher or coach attendance shall be required when school is closed due to inclement weather or an emergency. If weather conditions improve and a sporting event is not cancelled then the coaches attendance shall be expected. When the start of classes has been rescheduled, due to the delay in the bus schedule, teachers are required to report fifteen (15) minutes prior to the announced starting time.

When school is in session but is then closed due to an emergency, teachers will meet with their building administrator to decide what educational activity(ies) is (are) appropriate for the day. The activity (ies) will be determined by a majority of the staff and the Building Administrator.

Teachers will be dismissed within a reasonable amount of time, which will be no later than thirty (30) minutes after students have been dismissed.
- M. Association President Planning Period. The Association's President shall have his/her planning period scheduled for the final period of the day unless otherwise arranged, and shall be released from his/her building during this period upon notification to his/her building principal.
- N. Association President Release. At the discretion of the Association, the Association President shall be released from his/her teaching duties up to a half-day and the Association shall pay for 70% of the President's salary, and all MPSERS contributions on the salary amount. Proper notification shall be given to the Human Resources Office. Every effort will be made to allow the President this time consecutively and at a time of his/her choosing, that would be most useful in fulfilling the duties required.

II. Unpaid Leaves

A. Exchange Teacher Leave

A leave of absence of up to two (2) years may be granted to any tenure teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps or Job Corps as a full-time participant in such programs; or a cultural travel or work program related to his/her professional responsibilities, provided said teacher states his/her intention to return to the school system.

B. Professional Growth Leave

A leave of absence of up to two (2) years may be granted to any tenure teacher, upon application, for the purpose of engaging in study, at an accredited college or university, related to the teacher's professional responsibilities.

C. Military Leave

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States to fulfill the teacher's military obligation.

D. Association Leave

A leave of absence shall be granted, upon application, for the purpose of serving as an officer of the Adrian Education Association, the Michigan Education Association, or the National Education Association.

E. Leave for Public Office

A leave of absence not to exceed four (4) years shall be granted to any tenure teacher, upon application, for the purpose of serving in a public office.

F. Extended Leave

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without payment of salary for the duration of such illness or disability up to one (1) year and the leave shall be renewed each year upon written request by the teacher for up to five (5) years total, accompanied by medical verification of personal illness or disability.

G. Child Care

1. Child care leave, including adoption, without pay and sick leave accumulation, is available to teachers up to a maximum of two (2) years, renewable yearly at the discretion of the Board.
2. In order to obtain a child care leave, a written request will be filed with the Human Resources Office thirty (30) days prior to the beginning of the leave.
3. The teacher will specify the beginning and ending date of the leave of absence, which will correspond as nearly as possible with the beginning or ending of a semester, trimester or grading period.
4. A teacher will be required to remain on the agreed upon leave unless an early return or an extension is mutually agreed to by the teacher and the Board.
5. Teachers disabled because of pregnancy may use sick leave for the period of time of actual disability. Further, it is understood that a teacher opting to take a child care leave as herein provided without pay is not eligible for disability payment during the period of the unpaid

leave of absence.

H. General Leave

A general leave of absence may be granted to any tenured teacher, upon application and explanation. The leave shall be for one (1) year.

III. Return From Leave

A. Teachers on a full year leave will notify Human Resources by April 1 of their leave year as to whether they shall return, resign, or request an extension for the next school year. Teachers on extended leave due to disability shall submit medical verification of their fitness to return to full-time employment. All others returning from leave must notify the Human Resources at least two (2) weeks prior to their return.

B. Salary Schedule Placement. If a teacher completes a full semester during the year of leave, upon return from leave he/she shall be placed on the next higher step on the salary schedule if salary schedule advancements have been granted to other bargaining unit members during the leave period. If credited with less than a full semester, he/she shall return from leave on the same salary step on which he/she was placed at the time leave commenced.

IV. Other Absences

No teacher may take a leave not covered by this contract without the prior approval of the Human Resources Manager. A teacher who is absent for reasons other than those specified in this Article and without good cause shall be subject to disciplinary action, including the loss of compensation. Teacher shall be charged for each day absent by dividing the teacher's base by the number of paid contractual days.

Article VII - Professional and Association Leave

I. The Association will be granted fourteen (14) teacher days during the academic year in which members may be released from their regular duties without loss of compensation for the purpose of participation in business relating to the operation of the Association in the Adrian School District. These days will be allowed only upon authorization of the AEA President. If additional days are needed, a request can be brought to Labor Management and the cost of the substitute teacher will be paid by the AEA.

Article VIII - Mentor Teacher

I. The mentor teacher will be defined as a tenured teacher.

II. Every probationary teacher shall be assigned a mentor teacher upon entrance into the system. The mentor teacher, insofar as possible, shall be a tenured teacher and be engaged in teaching within the same grade, building or discipline as the mentee. It shall be the responsibility of the mentor teacher to assist the mentee in acclimating to the building and to the District.

At the beginning of each school year, the Board will provide an orientation to the mentor program, at which attendance is mandatory for both mentors and mentees.

III. The mentor will be guaranteed the following:

A. The bargaining unit member who serves as a mentor during the school year shall be compensated as shown on Schedule I.

B. The mentor would never be allowed to testify in a grievance procedure which involves the

probationary teacher. All communication between the mentor and mentee will be performed in a professional, collegial, non-threatening manner. If a mentor observes any illegal activity, he/she has an obligation to report it to the administration.

- C. The Board will develop a list of potential mentors district-wide by building prior to June 1st. Tenured teachers will indicate their interest to be a potential mentor on the Annual Mentor Form. Written notification of mentor assignments and/or changes in mentor assignments will be provided to the AEA President or his/her designee. Notification will be simultaneous with the annual seniority list.

The bargaining unit member who agrees to serve as a mentor shall preferably be assigned in his/her certification content area. Other assignments will be with the consent of the mentor teacher and with the approval of the administration.

- D. Should a conflict arise between mentor and mentee, either party may notify the administration and a new mentor will be assigned by the administration.

IV. Requirements for Mentor and/or the Mentee

- A. Mentor and mentee are required to attend a minimum of three (3) training sessions per school year. Training sessions will be supported and paid by the Board. Training sessions will satisfy a portion of the fifteen (15) days of state mandated professional development for mentees.
- B. A minimum of one (1) hour in duration for classroom visitation will occur per each marking period. Classroom visitations may be by the mentor to the mentee's classroom or the mentee to the mentor's classroom. Mentor and mentee will be provided with release time for classroom visitation and follow up conferences.
- C. During the first four (4) full weeks of the school year the mentor and the mentee will meet weekly and once a month every month thereafter for follow-up conferences throughout the school year.
- D. Classroom visitations, jointly attended training sessions and/or follow up conferences will satisfy the requirements for weekly and/or monthly meetings.
- E. Documentation of each meeting (such as orientation, classroom visits, training sessions, and mentor/mentee scheduled conferences) will be recorded on the Mentor/Mentee Support Activity Log provided by the Human Resource Office. (Located in Appendix G)
- F. It is the responsibility of the mentee to submit a copy of the completed form to the mentee's supervising administrator at least once a month during the school year.

Article IX - Personnel Records

- I. Personnel File. Each teacher shall have the right, upon written request, to review the contents of their personnel file in the presence of a witness.

A teacher will be notified as soon as possible if there is a request to review his/her personnel file by a third party.

Each teacher's personnel file shall contain the following minimum items of information:

- A. All teacher evaluation reports
- B. Copies of annual contracts
- C. Teacher certificate
- D. A transcript of academic records
- E. Tenure recommendation

- F. Individualized Development Plan (IDP)
- G. Michigan Highly Qualified Teacher Report

Required medical information, including FMLA documentation, worker's compensation, physical examination, and doctor's notes will be maintained in a confidential medical file separate from the personnel file.

If the teacher believes that material to be placed in the teacher's file is not accurate or in error, the teacher may seek to have the material corrected or expunged from the file. If the teacher is asked to sign material to be placed in the teacher's file, such signature shall be understood to indicate the teacher's awareness of the material, but in no instance shall said signature be interpreted to mean agreement with content of the material.

Recommendations as to demotion, retention, or change of professional status shall be an administrative function.

Article X - Professional Behavior

Complaint Against a Teacher.

Any complaint made against a teacher by any student or other person will, as soon as possible after the administration's receipt of the complaint, but no later than three (3) days during which the teacher is in attendance, be called to the attention of the teacher with the nature of the complaint.

If a complaint is made during a school break, the district will send a return receipt letter to the teacher within five (5) calendar days.

As a part of any investigation, the teacher being complained about shall be called into a conference with the administrator to discuss the complaint. The teacher has a right to representation. The specific complaint along with the names of the students/persons lodging the complaint shall be communicated to the teacher by the administration.

Article XI - Seniority and Annexation, Consolidation or Other Reorganization of The District

- I. To the full extent provided by law, this Agreement shall be binding upon the Board and its successor personnel for the duration of this contract.
- II. Definition of Seniority.
 - A. Seniority shall be defined as years of uninterrupted continuous service in the bargaining unit within the Adrian Public Schools.
 - B. Continuous service shall be interrupted when a teacher resigns, retires, or is discharged. Continuous service shall not be interrupted by an approved voluntary unpaid leave of absence, layoff or administrative service, but seniority shall not accumulate while in these statuses.
 - C. Employees on staff or layoff as of the effective date of this agreement shall continue to receive seniority credit for all years of service in the bargaining unit in the Adrian Public Schools.
- III. Seniority List Placement. Teachers shall be placed upon the seniority list in accordance with the following procedures:
 - A. The first day of employment is defined as the teacher's first working day of the school calendar in effect at the time of hire.

- B. Teachers who have the same first day of employment and the same seniority shall be placed on the list by a drawing conducted under the joint auspices of the Association and the Board. This procedure will be conducted on or after the first teacher work day. Any employee leaving employment as defined above will be dropped from the seniority list without affecting the relative order of the remaining employees. Any employee who is added to the tie-group after they have been ranked (layoff, leave, etc.) will be reordered in their new group based on their hire date. This provision shall not affect any seniority ranking prior to the effective date of the 2011-2014 Agreement. Notification of all drawings shall be made to participants at least five (5) days in advance.
- C. Updating of Seniority List. On the first working day of the school year, the Association will be provided a copy of an updated seniority list for the purpose of circulating to their membership. At the end of five (5) weeks, revisions will be forwarded to Human Resources for preparation of the finalized list. A finalized seniority list shall be published and posted by November 1 of each year for that current year's membership.

Article XII - Fringe Benefits

- I. The Board of Education agrees to furnish to all eligible teachers Plan A or Plan B. Unless otherwise required by law, including the Patient Protection and Affordable Care Act, a teacher shall be considered eligible if the teacher works in the District full-time (.6 or greater FTE). Board contributions shall be pro-rated for part-time (.59 or less FTE) teachers based on the relationship of their assignment to a full-time assignment. Eligible teachers who have completed a full school year of work in the District shall receive insurance during the summer months, so long as the teacher pays their portion of the medical benefit plan costs and other insurance premiums/costs.

The District will make available the health/medical insurance programs, dental insurance programs, term life insurance programs, vision insurance programs, and long term disability programs, identified in Article XII of the Contractual Agreement, through the Lenawee County Intermediate School District Consortium. All insurance coverages are based upon the consortium plans and contingent on consortium rates. Should the District leave the consortium plan, insurance coverages and employee cost shares will continue as listed below unless a different agreement is negotiated.

- A. Plan A -- Insurance for the employee's entire family:
 - 1. The Board will provide, selected by the member during open enrollment, MESSA Choices II with RX Saver with a \$500/\$1000 deductible, or MESSA Choices with a \$500/\$1000 deductible and 20% coinsurance and mandatory mail RX, or MESSA ABC Plan 1 with ABC RX, or MESSA ABC Plan 2 with ABC RX and 10% coinsurance. The cost to the teacher will be based on the following:
 - a) Effective July 1, 2020 the Board's maximum contribution for the medical benefit plan will be premium contributions in the following amount with the understanding that MESSA is including the taxes in the premium: single: \$568.24 per month; two person: \$1,188.36 per month; family: \$1,549.75 per month. If MESSA does not include the taxes in the premium, the hard cap will be adjusted down accordingly to cover the taxes.
 - b) Effective January 1 of each succeeding year, the Board's maximum contribution shall be adjusted the maximum allowed by Public Act 152 of 2011, as amended, up to a maximum of two (2%) percent. Any increase shall be subject to the limitations of Public Act 54 of 2011, and shall not go into effect until a successor agreement has been entered. Nothing herein shall be interpreted to extend this Agreement beyond its explicit expiration date.
 - c) Except as noted in Subsection 1.D. below, the enrolled bargaining unit member shall be responsible for all medical benefit plan costs (as defined within Public Act

152 of 2011, as amended), and other insurance premiums/costs, in excess of the District's premium contributions, which amounts will be payroll deducted, or if payroll is insufficient, paid directly by the bargaining unit member no later than the 1st of the month in which the payment is due. Employee premium contributions may be processed through the District's Section 125 Plan, which will include provisions for employee pre-tax contributions to an HSA account if allowed by law. Employees are responsible for timely completion and submission of necessary election forms. A teacher may use Section 125 plan of the IRS code as adopted by the Board of Education to pay for any share of the insurance cost on a pre-tax basis as allowed by law. The administration will assist the teacher on the proper use of Section 125 plan for any insurance deduction but is not liable for any misuse. Such deductions will be made in the month the premiums are billed.

The Association understands that the District will solicit comparable bids for any new coverages, as required by the Public Employees Health Benefit Act, MCL 124.71.

2. Delta Dental - Class I 100%
Class II 80%
Class III 80%
Annual Max \$1500
Class IV 80%
Lifetime \$1500
Rider 2 Cleaning

For the Delta Dental coverage, the District will pay the premium for each bargaining unit member enrolled in Plan A (as defined by the Consortium plan).

3. MESSA term life insurance \$45,000 as defined by the Consortium plan. The District will pay the premium for each bargaining unit member enrolled in Plan A.
4. Vision Service Plan (VSP) – VSP 2 Silver as defined by the Consortium plan. The District will pay the premium for each bargaining unit member enrolled in Plan A.
5. Each bargaining unit member enrolled in the above insurance programs through Plan A will also be responsible for payment of the administrative fee of the Consortium, which amount will be deducted through monthly payroll deduction.

B. Plan B -- Insurance plans not including health insurance or annuities for the employee's entire family:

1. In the event the eligible teacher waives Plan A, the Board will provide a cash payment of \$200.00 per month. The payment shall be made through the district's Board approved Section 125 plan of the Internal Revenue Code provided the teacher has timely submitted to the payroll office the appropriate completed forms. The teacher who waives insurance must sign a statement indicating he/she is currently covered under another group medical plan.
2. Delta Dental - Class I 100%
Class II 80%
Class III 80%
Annual Max \$1500
Class IV 80%
Lifetime \$1500
Rider 2 Cleaning
As defined by the Consortium plan.
3. MESSA term life insurance of \$50,000 as defined by the Consortium plan.

4. Vision Service Plan (VSP) – VSP 2 Silver as defined by the Consortium plan.

C. Long Term Disability. The Board agrees to provide to all teachers an insured income continuation plan for disability extending beyond the teacher's accumulated sick leave. The income continuation plan and insurance carrier are as set forth in the Consortium plan as mutually agreed upon.

For long term disability insurance, the District will pay the premium for each bargaining unit member.

D. Any contribution amounts which may include fees, taxes, commissions, medical benefit plan costs (as defined within Public Act 152 of 2011, as amended), and other insurance premiums/costs, exceeding the Board's contribution shall be payroll deducted from the wages of the enrolled teacher or if payroll is insufficient, paid directly by the bargaining unit member no later than the 1st of the month in which the payment is due.

II. When a teacher retires from the District, the teacher is required to participate in a Special Pay Deferral Plan for payments of the following:

- a. Accumulated sick leave or personal business, emergency, professional days
- b. Early retirement incentives with the exception of the Voluntary Severance Incentive Plan (VSIP).

A Special Pay Deferral Plan utilizes the tax law to eliminate the defined taxes for both the teacher and the employer. (Appendix H)

III. Accumulated Sick Days. Fifty (\$50.00) Dollars per day will be paid for accumulated sick leave upon terminal retirement under the provisions of the Michigan Public School Employees Retirement System. Unused personal business days will be added to a teacher's accumulated sick leave up to two hundred five/one hundred (205/100) days.

The Board will compensate teachers Fifty (\$50.00) Dollars a day for any sick days in excess of two hundred five/one hundred (205/100) days for accumulations up to a maximum of thirteen (13) days per school year. The reimbursement will be made by the first regular payroll check in July.

IV. Early Retirement Incentive Program

A. Plan-Early Retirement Incentive (ERI)

1. The parties intend that the benefits paid under this plan shall constitute and shall qualify as social security supplements as described in 29 USCA § 623(1)(B)(ii).
2. To be eligible for benefits under the ERI plan, a teacher must satisfy either of the following conditions:
 - a. The teacher must be at least 55 years old and eligible to receive unreduced MPERS basic benefits under Section 81(1)(a) of the Michigan Public School Employees Retirement Act, or its successor statutory provision; or
 - b. The teacher must have 30 years of MPERS credited service and be eligible for unreduced MPERS Member Investment Plan benefits, under Section 43(b) of the Michigan Public School Employees Retirement Act, or its successor statutory provision.
3. Teachers who meet the eligibility criteria in Section IV, paragraph A(2) above, will be eligible for the following benefits:

- a. In the first through fifth years of the teacher’s receipt of MPSERS basic benefits or MPSERS Member Investment Plan benefits, or until the teacher becomes eligible for full unreduced old-age insurance benefits under title II of the Social Security Act, 42 USC 401 *et seq* (whichever event occurs first), the District shall pay the teacher the lesser of the teacher’s projected annual full unreduced social security benefit or the monetary amount in which they are eligible based on the scale below. The monetary scale applies in the first year that the employee is eligible to retire and decreases after the first year. For employees who are already past the start of retirement eligibility, the end of the 04/05 school year will be considered their 1st year of eligibility for purposes of this provision.

Employee Hire Date based on September 1	Eligible Amount
Prior to 9/1/88	\$6,000.00
9/1/1988-8/31/1994	\$4,500.00
9/1/1994-8/31/2000	\$3,000.00
9/1/2000-8/31/2005	\$1,500.00
After 8/31/05	\$0

- 1st year of retirement eligibility: Collects appropriate \$ amount above for 5 years.
 2nd year of retirement eligibility: Collects appropriate \$ amount above for 4 years.
 3rd year of retirement eligibility: Collects appropriate \$ amount above for 3 years.
 4th year of retirement eligibility: Collects appropriate \$ amount above for 2 years.
 5th year of retirement eligibility: Collects appropriate \$ amount above for 1 year.

4. The teacher’s anticipated annual full unreduced old-age benefit under the Social Security Act shall be determined by reference to the specific projected benefit set forth in the annual earnings statement received by the teacher from the Social Security Administration in the year immediately preceding the teacher’s election to participate in the ERI plan. If the teacher does not receive the annual earnings statement, he/she shall request such a report from the Social Security Administration and provide the same to the District as a condition of his/her participation in the ERI plan.
- B. Teachers qualifying for benefits under the ERI plan will receive the payment in a Special Pay Deferral Plan no later than October 15.
- C. Should the retiree die, all benefits of this program will cease with the month of the retiree’s death.
- D. In order to be eligible for the ERI benefit, a teacher must be employed by the school district on the last working day prior to date of retirement.
- E. Once a teacher retires under this Early Retirement Incentive Plan benefit, the benefit may not be withdrawn because of a subsequent negotiation of the Adrian Education Association’s Master Agreement.
- F. Teachers wishing to participate in the ERI program must submit a written notification of their intent to retire to the Human Resources Office, not later than February 1 of the year in which they wish to retire. This notice may be waived due to extenuating or unusual circumstances which have prevented the person from making the decision prior to the February 1 deadline. Benefits and payments will be effective as of September 1 of the year in which the employee terminates employment.

For teachers retiring in a manner other than that described above, benefits will be prorated for the remainder of the school year. Written notification of intent to retire must be given to the Superintendent at least three (3) months prior to retirement for retirees wishing to retire during the school year. This three (3) month notice may be waived by the Superintendent, due to extenuating or unusual circumstances.

Article XIII - Salary and Extra-Duty Compensation

- I. Split Grade/Multigrade Assignment Teachers assigned by administration to teach a split grade classroom at the elementary level or multigrade regular elementary classroom as defined below shall receive extra-duty compensation under Schedule I and will have concurrent planning time upon mutual request of the split grade and/or multigrade teachers.

A multigrade regular elementary classroom shall be defined as a single group of students comprising two (2) or more distinct identified grade level groups, who are taught by one or more teachers in a single classroom, from which students leave for instruction on a regular basis only in the areas of music and physical education.

- II. Years of Experience. The total years of experience of teachers employed in the Adrian School System will be evaluated according to established Board of Education policy. Fractional years after the first year of employment will be evaluated as follows: one-half (1/2) year or more will be evaluated as one (1) year; less than one-half (1/2) year of experience will be established as no experience or "0".
- III. Extra-Curricular Activities. Supervision of non-contractual extra-curricular activities shall be on a voluntary basis.
- IV. Approved Experience. Any teacher employed by the Adrian Public Schools may be given credit for approved experience outside the Adrian Public Schools at the rate of regular increment from one (1) through eight (8) years. Beginning July 1, 2018, credit for approved experience may be granted up to eight and one-half years (8.5). Beginning July 1, 2019, credit for approved experience may be granted up to nine (9) years.
- Any teacher employed by the Adrian Public Schools after July 1, 1988, may be given credit for approved teaching experience outside the Adrian Public Schools. The number of years experience approved shall depend upon such factors as prior successful teaching, recommendations of former employers, and the recommendation of the Superintendent of Schools. Veteran's military experience shall count as relevant professional experience.
- V. Counselors. A counselor(s) will be asked to report early, on an optional basis, to assist in the pre-school registration/scheduling process. They may be canvassed as to their availability and will be notified in writing within thirty (30) days prior to the date requested by the administration to report. The counselor then has five (5) days in which to respond as to whether or not he/she is available. Compensation for such extra duty shall be on a per diem basis. If a counselor is not available to report, other bargaining unit members may be used on a per diem basis.
- VI. Mileage Reimbursement. Teachers shall be entitled to the allowable limit set by the IRS for mileage reimbursement when driving their own vehicle in execution of their teaching duties; being understood, that this does not include driving from home to school. Such driving and reimbursement shall be approved by the Superintendent or his authorized agents, and proper verification shall be submitted to the Business Office.

2020-21 Salary Schedule

Step	B.S. Degree	B.S. +18*	M.A. Degree	M.A. +15*	M.A. +30* Specialist or Ph.D. Degree
1	37,946	39,921	41,971	44,097	46,198
1.5	38,883	40,924	43,014	45,196	47,339
2	39,820	41,926	44,057	46,294	48,480
2.5	40,810	42,954	45,140	47,433	49,685
3	41,799	43,981	46,223	48,571	50,889
3.5	42,830	45,072	47,370	49,771	52,147
4	43,860	46,163	48,516	50,970	53,404
4.5	44,943	47,302	49,716	52,233	54,722
5	46,026	48,440	50,915	53,495	56,040
5.5	47,165	49,635	52,178	54,823	57,434
6	48,304	50,829	53,440	56,151	58,828
6.5	50,011	52,623	55,320	58,120	60,899
7	51,717	54,417	57,199	60,089	62,969
7.5	52,995	55,769	58,621	61,583	64,527
8	54,273	57,121	60,042	63,077	66,085
8.5	55,615	58,525	61,521	64,640	67,721
9	56,956	59,929	62,999	66,203	69,356
9.5	58,365	61,420	64,563	67,836	71,072
10	59,774	62,911	66,126	69,469	72,787
10.5	60,204	63,341	66,556	69,899	73,217
11	60,634	63,771	66,986	70,329	73,647
11.5	61,064	64,201	67,416	70,759	74,077
12	61,494	64,631	67,846	71,189	74,507
12.5	61,924	65,061	68,276	71,619	74,937
13	62,354	65,491	68,706	72,049	75,367
13.5	62,784	65,921	69,136	72,479	75,797
14	63,214	66,351	69,566	72,909	76,227
14.5	63,644	66,781	69,996	73,339	76,657
15	64,074	67,211	70,426	73,769	77,087
15.5	64,504	67,641	70,856	74,199	77,517
16	64,934	68,071	71,286	74,629	77,947

Note: Schedule Renumbered in 2017

*Graduate Level Semester Hours acquired on a planned program after the Bachelor Degree.

**Hours earned after attaining the MA should be applicable and relevant to current teaching assignment, the education field, and/or administrative counseling.

2020-21

Teachers will remain on the same step they were on in 2019-20. There will be no increase on the salary schedule. If State Aid funding (or equivalent) is \$8,111 or higher, and the 2020 fall pupil count is higher than 2,812, then a 1% increase on the salary schedule will be granted effective January 1, 2021.

Related Agreements for All Salary Schedules:

1. The Board will pay the retirement for employees on the salary schedule.
2. Hours after attaining the MA must be acquired from a duly accredited College/University and should be applicable and relevant to current teaching assignment, the education field, and/or administration/counseling. Prior approval should be requested from Human Resources if there is any concern about hours not being approved. Continuing Education Hours are not recognized for the purpose of this salary schedule.
3. Teachers may move from one lane on the salary schedule to another as a result of acquiring the sufficient graduate hours or degrees from a duly accredited college or university if:

Official transcripts for courses completed by December 31 must be received by March 1 to receive a ½ stipend increase for the new lane change on the salary schedule.

Official transcripts for courses completed by the first teacher work day must be received November 1 to receive a full stipend increase for the new lane change on the salary schedule.
4. The Master's in Fine Arts shall be considered a terminal degree.

Schedule I – Extra Duty Compensation:

1. The following schedule of compensation is the stipend for performing the extra duty assignment. All assignments are for one year and refer to one person.
2. It is the mutual goal to hire current District teaching staff whenever possible. The District will fill extra duty positions with teaching staff based on the position qualifications. If a teacher does not meet the posting qualifications, the specific reason will be shared with the teacher. The District will then hire from outside candidates. Specifically, athletic coaches, high school play director, and high school musical drama director will be assigned based on the candidate's level of experience and skills competency.
3. It will be the Board's right to develop, eliminate, split, assign, or not assign extra-duty assignment as part of the teacher's contractual day.
4. In the event that an extra-duty assignment is made a 1/6 part of a regular teaching assignment, the extra-duty compensation listed in the schedule will be paid at 50 percent. In the event that an extra-duty assignment is for more than 1/6 of a regular assignment and additional time after the normal workday is required, the Human Resources Manager shall notify and bargain the compensation with the association.
5. If new extra duty positions are created, the AEA and the Board will negotiate placement on Schedule I.
6. If District transportation is not provided and a District vehicle is not available, athletic coaches will be reimbursed for actual miles driven to and from away events at the current IRS mileage reimbursement rate.
7. Pay Options:
 - a. AEA Coaches and Extra Duty positions will be paid in one of two ways which will be outlined on the Addendum for each position.
 - b. Option 1: Members assigned to a particular position will be allowed to select to be paid the negotiated amount, per this Agreement, during the duration of the activity, season, or event of the assigned position. The District will pay the negotiated amount in equal installments in payroll for the specific time period only.
 - c. Option 2: Members assigned to a particular position will be allowed to select to be paid the negotiated amount, per this Agreement, for the complete length of the school payroll year for the assigned position. A member selecting this option agrees to the following:
 1. If the season, event, or activity is cancelled or not scheduled, the member will have payroll deductions made for the full amount pre-paid to the member by the District.
 2. If the member resigns or leaves the position and/or district prior to the completion and/or

commencement of the season, the event or the activity, the member will have his/her salary pro-rated for the amount pre-paid to the member by the District.

- d. If any member does not return the Addendum signed, with a selection made, prior to the deadline for the form to be submitted to the District, the default payment method will be Option 1.

Extra-Duty Compensation

High School	
Activities Director	5539
All School Play:	
Director	1663
Assistant Director	887
Producer/Publicity	669
Technical Director	887
Prop/Stage Manager	179
Costume Designer	601
Ticket Taker/Event Supervisor (hourly)	14.54
Class Advisors:	
9 th Grade	740
10 th Grade	740
11 th Grade	1479
12 th Grade	1479
Debate	556
Enrichment/At Risk (hourly)	22.44
Forensics	556
High School Concerts & Music Activities:	
Band	740
Assistant Band	449
Orchestra	740
Choral	740
Balladiers (Stipend for Balladiers Class)	740
Balladiers Club (only offered if there is no class)	1515
Summer Parades	235
Accompanist/Rehearsal Accompanist (per concert)	61
Marching Band:	
Director	2770
Assistant Director	1938
Flag Corps Director	1336
Majorette Director	520
Percussion Assistant Director	847
Band/Orchestra Camp Chaperone (week)	235
Musical:	
Dramatic Director (Overall)	1663
Music Director – Vocal	1112
Music Director – Orchestra	887
Technical Director	887
Choreographer	887
Producer/Publicity	669
Accompanist/Rehearsal Accompanist	459

Costume Designer	601
Ticket Taker/Event Supervisor (hourly)	14.54
National Honor Society	1479
Newspaper Advisor	1551
Pep Band Director	296
Service Club	740
Yearbook Advisor	3326
First Robotics	3000
Middle School	
Enrichment/At Risk (hourly)	22.44
Junior National Honor Society Advisor	969
Middle School Music Activities:	
Choral	650
Band	650
Orchestra	650
Technician	650
Accompanist/Rehearsal Accompanist (per concert)	61
Ticket Taker/Event Supervisor (hourly)	14.54
Solo & Ensemble Pianist (per student)	30
Musical:	
Dramatic Director (Overall)	1331
Assistant Director	782
Producer/Publicity	668
Music & Orchestra Director	668
Choreographer	668
Technical Director	668
Costume Coordinator	455
Accompanist/Rehearsal Accompanist	459
Ticket Taker/Event Supervisor (hourly)	14.54
All School Play:	
Director	1331
Assistant Director	782
Costume Coordinator	455
Producer/Publicity	669
Technical Director	669
Ticket Taker/Event Supervisor (hourly)	14.53
Newspaper Advisor	1275
Programs Director	678
Student Council Supervisor	1663
Yearbook Advisor	1275
Junior First	449
Science Fair	204
Elementary School	
Kindergarten Expo (hourly)	22.70
Service Squad – Safety Patrol	
One assignment per elementary school	235
Junior First	449
Science Fair	204

Student Council	448
Musical/Play:	
Dramatic Director	800
Assistant Director	600
Scenic Designer	600
Costume Designer	300
All Levels	
Quiz Bowl	448
Equations Team	448
Intramural Event Supervisor	14.54
Athletic and Academic Afterschool Programs (hourly)	
Athletic Event Coordinator	20.20
Mentor	1127
Special Education	658
*Split Grade/Multiage Assignment	2000
*MYP Personal Project Coordinator	1127
*Assigned by administration	
Tech Leader	\$20.20/Hour
Professional Development/training outside school hours	20.20/Hour
K-12 Summer School Pay \$30.61/hour with 30 minutes paid planning for three (3) hours of teaching	

Coaching Salary Schedule – Experience

The following coaching percentages are paid according to years of experience and are reflected below. Experience is in position in a single sport. The 2017-18 Coach Pay Schedule shall be adjusted to match the 2017-18 AEA Salary Schedule. Coaches will be moved annually to the next step of the Coach Pay Schedule for the duration of the contract.

Any coach wishing to add a Varsity Assistant position that is not covered under this contract may do so if they are able to fundraise enough money to cover the position in full prior to the start of the season. The pay shall be between 5% and 7%.

2017- 18 Coach Pay Schedule

Experience	B.S. Degree
1	\$37,946
2	\$39,820
3	\$41,799
4	\$43,860
5	\$46,026
6	\$48,304
7	\$51,717
8	\$54,273
9	\$56,956
10	\$59,774
11	\$60,634

Coaching Percentages Based on Sport

High School Sports

Varsity Football	13%
Var Asst Football	9%
JV Football	9%
JV Asst Football	8%
Frosh Football	8%

High School Sports Cont.

Varsity Tennis	8%
JV Tennis	6%
Varsity Track	13%
Var Asst Track	8%
Varsity Volleyball	11%

Frosh Asst Football	7%	JV Volleyball	7%
Golf	8%	Frosh Volleyball	6%
X-Country	8%	Varsity Gymnastics	11%
X-Country (if combined boys/girls)	10%	Var Asst Gymnastics	7%
Var. Asst. X-Country	6%	Fall Head Cheerleading	5%
Varsity Soccer	12%	Fall Asst Cheerleading	4%
JV Soccer	8%	Winter Head Cheerleading	5%
Varsity Basketball	13%	Winter Asst Cheerleading	4%
JV Basketball	9%		
Frosh Basketball	8%	Middle School Sports	
Varsity Swimming	11%	Football	6%
Var Asst Swimming	7%	Basketball	5%
Varsity Wrestling	11%	Wrestling	5%
JV Wrestling	7%	Swimming	5%
Varsity Baseball	12%	Volleyball	5%
Var Asst Baseball	9%	Track	6%
JV Baseball	9%	Cross Country	5%
Frosh Baseball	8%	Fall Cheerleading	3%
Varsity Softball	12%	Winter Cheerleading	3%
Var Asst Softball	9%		
JV Softball	9%		
Frosh Softball	8%		

Other Athletic Activities

The following schedule is not subject to the job posting requirements. Unless specifically listed, the following are for athletics at all levels (middle school and high school).

Scouting

Scouting: Two hundred twenty-three dollars (\$223) per sport per scouting season. A coach in a given sport may not receive a scouting stipend for scouting for that coach's team.

	Estimated Hours Per Assignment
Varsity Football Ticket Seller/Taker	4.0
Varsity Football Announcer	3.5
Varsity Football Filmer	3.5
Varsity Football Timer	3.5
JV Football Announcer	3.5
JV Football Timer	3.5
Frosh Football Timer/scorer	2.5
Frosh Football Chain Crew	2.5
JV/Varsity Basketball Scorer	4.0
JV/Varsity Basketball Timer	4.0
JV/Varsity Basketball Announcer	4.0
JV/Varsity Boys Basketball Security	4.0
Frosh Basketball Scorer	2.0
Frosh Basketball Timer	2.0
Basketball Ticket Seller/Taker	4.5
Soccer Ticket Seller/Taker	3.5
Soccer Scorer	3.5
Soccer Announcer	3.5

Swimming Ticket Seller	2.0
Swimming Scorer/Announcer	2.0
Cross Country Scorer	2.0
Wrestling Ticket Seller/Taker	4.0
Wrestling Scorer/Announcer	4.0
Gymnastics Ticket Seller/Taker	3.0
Gymnastics Scorer	3.0
Volleyball Ticket Seller/Taker	3.0
JV/Varsity Volleyball Scorer	3.0
Frosh Volleyball Scorer	2.0
Varsity Track Worker by Event	2.5

Unless otherwise noted, assignments will be paid at the Intramural Even Supervisor hourly rate, with a minimum of 2 hours pay.

Article XIV - Student Discipline and Teacher Protection

- I. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears, in the opinion of the classroom teacher and building principal, that a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a student in the class will impede the education of the balance of the class because of disruptions caused by said student, the administration shall relieve the teacher of responsibilities with respect to said pupil until there has been communication with the parents of the child, the teacher and the administration or designee.
- II. A teacher may dismiss a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the administration or designee, with the teacher. Before a student is permanently removed from class, it is the responsibility of the teacher to openly communicate with the parent of the student who has been a disruptive/disciplinary problem in the class. The teacher will consult with the administration regarding any dismissal of a student from their class due to the above mentioned misbehaviors or disruptive effects on the classroom.
- III.
 - A. Consistent with Board policy JFC, a principal shall support teachers in maintaining school discipline.
 - B. Where a principal or an administrator cannot support a teacher's position in maintaining school discipline, the principal shall meet with the teacher and the building representative to clarify the situation in terms of school policy and interpretation. If a satisfactory resolution of the disagreement is not forthcoming, a redress may be sought as defined in Article XV, Section I.
- IV. The Administration, in conjunction with the Association in each building shall, at the beginning of each school year, review Policy JFC Code of Student Conduct. This policy shall be distributed to students, teachers and parents at the commencement of each school year.
- V. Any case of threat or assault and battery upon a teacher shall be promptly reported to the Administration or designee. The teacher shall reduce to writing a full account of the threat or assault and battery and provide the Administration or designee with any information which will substantiate the said action. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such threat or assault and battery and shall promptly render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities if the teacher's position, in the judgment of the Board, is defensible.

- VI. If any teacher is complained against or sued while in pursuit of his/her employment, and the teacher's position is within established Board Policy, the Board will provide legal counsel and render assistance to the teacher in his/her defense.
- VII. Time lost by a teacher in connection with any defensible incident mentioned in this Article shall not be charged against the teacher.
- VIII. The Administration or designee will review and may reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, subject to a Five Hundred Dollar (\$500.00) deductible.
- IX. The Employer agrees to indemnify and hold harmless any bargaining unit member to the extent such member is held pecuniarily liable for any claim for damages to persons or property that arises out of an occurrence in the course of the bargaining unit member educational employment activities and caused by any acts or omissions of the bargaining unit member, but not to exceed the limits of the district's policy. Further, the Employer agrees to provide a defense against any suit arising out of his/her employment at no cost to the bargaining unit member, if the teacher's position is within established Board policy. The bargaining unit member shall give full and complete cooperation to the Employer in such defense.

Article XV - Negotiation Procedures

- I. Labor Management Committee. Representatives of the Central Administration and the Association shall meet by mutual agreement for the purpose of reviewing the administration of the contract, and/or for discussion of problems or complaints within the Adrian School System. These meetings are not intended to bypass the grievance procedure.

Each party will submit to the other, on or before Friday prior to the meeting, an agenda covering what they wish to discuss.

- II. The Association shall designate a teacher in each school building as Association Representative (AR). The Principal and Association Representative shall meet at least once each month for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.
- III. Sixty (60) days before the expiration date of this contract, the parties shall initiate negotiation for the purpose of entering into a successor agreement.

When negotiations are held during regular school hours, release time shall be provided for the Association's negotiating committee.

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to negotiate an agreement pending final ratification by both bodies.

There shall be three signed copies of any final Agreement. One (1) copy shall be retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

Article XVI - In-Service Professional Education

- I. The Board of Education shall allocate Six Thousand (\$6,000) Dollars to Professional Development and Curriculum Committee (PRODACC) for the purpose of providing programs of system-wide or divisional concern. Examples of such programs are speakers or consultants for in-service days, workshops, contracted

courses through colleges, professional literature, conference attendance, teacher/administrator visitations, etc. The District shall notify the Association of the PRODAC amounts for each building by September 15th of each year. The Association shall notify the District by December 1st of each year the plan for the use of these funds; however, it is understood that the Association may revise these plans as needed. Any changes shall be communicated to the District. The Association will work with the District to avoid supplanting.

An additional Six Thousand (\$6,000) Dollars shall be allocated to subsidize graduate study or continuing education as recommended by the Adrian Education Association.

- II. Eligibility. Each teacher shall be eligible for reimbursement of tuition costs for university credit courses provided: 1) the teacher successfully completes the requirements of the course; and, 2) to the extent funds are available.

The amount of reimbursement of tuition costs for courses for any teacher shall be determined at the end of the school year based on the available funds.

- III. Subsidy Application Process. The following will be the process for graduate study or continuing education teacher subsidy application:

1. Teachers may make application for tuition subsidy for courses beginning after July 1st of each year of the contract.
2. Courses for which tuition subsidy application is made during the school year must conclude by the end of the current school year, June 30th.
3. Proof of course completion (transcript) and receipt for payment of tuition should be submitted along with application (Appendix E) no later than the end of the current school year, June 30th to the Curriculum Office.

- IV. Tuition Reimbursement for Non-Tenured Teacher. The Board will provide tuition reimbursement up to Five Thousand (\$5,000.00) Dollars per school year for non-tenured teacher's initial eighteen (18) credits beyond B.A./B.S. degree.

A sample of the graduate study or continuing education teacher subsidy application form is Appendix E. Actual form may be obtained from the Curriculum Office.

Article XVII - Academic Freedom

The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teacher and student is encouraged.

Article XVIII - Miscellaneous Provisions

- I. Unavailability for Work. Teachers shall inform the substitute computer system by 6:30 a.m. each school day to report unavailability for work. If a teacher has reported unavailability after the above times, it shall be the responsibility of the administration to arrange for a substitute teacher. It is the responsibility of the unavailable teacher to have provided suitable lesson plans in his/her plan book for that day or arrange through his/her Principal's office to provide instructions to the substitute teacher. Absences known in advance shall be reported to allow more time to arrange for a substitute.
- II. Polygraph/Lie Detector. No polygraph or lie detector device shall be administered to a teacher in any investigation of any teacher.

- III. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- IV. Copies of this Agreement entitled, "Contractual Agreement between the Board of Education of the School District of the City of Adrian and the Adrian Education Association, MEA-affiliates of NEA," shall be provided electronically at the expense of the Board for the duration thereof and presented to all teachers now employed or hereafter employed by the Board. Upon request, an "unlocked" electronic copy of this Agreement will be presented to the Association. It is agreed that providing the unlocked copy to the Association will not cause any alteration to the terms of this Agreement as ratified by the parties. It is understood that this Agreement is consummated solely between the Board of Education of the School District of the City of Adrian and the Adrian Education Association.
- V. If any provision of this Agreement or any application of the Agreement to any employee or group of employees covered by this Agreement 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.
- VI. This Agreement is the complete agreement between the parties in regard to items covered herein and may be altered, changed, added to, deleted or modified only by mutual written consent of the parties.
- VII. Emergency Financial Manager. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.
- VIII. New Teacher Orientation. All new teaching personnel shall report on the day designated on the official calendar, prior to the opening of school, for orientation.
- IX. Residual Rights. All teachers covered under this Agreement, who participate in the production of tapes, publications, or other produced educational material, shall share residual rights with the Board of Education should they be copyrighted or sold by the District if said material was produced on school time. In all such cases, the Board shall retain fifty percent (50%) of any ownership and revenues derived. If the production is done on a teacher's own time, even though using school facilities, the teacher retains residual rights, if said material is copy- righted or sold. "Participate," as used herein, shall be defined as producing a video, audio or written communication wherein a teacher or teachers participate in more than a casual manner. The term "residual rights," as used herein, shall be defined as any monetary consideration remaining from the production of material after all expenses incurred in the production of said material have been recouped and any and all remaining future rights to flow from said material from sources such as, but not limited to, revenue from royalties, media use, and third party rentals and/or leasing.
- X. Official Correspondence. All official correspondence from the Association to the Board or its designee will be delivered to 785 Riverside Ave., Suite 1, Adrian. All correspondence from the Board or its designee to the Association will be delivered to the President of the Association at the President's home address during the summer. When school is in session, official correspondence may be delivered to the President's home address or assigned classroom.
- XI. Evaluation of Non-Bargaining Unit Member. If required by an administrator, a teacher will provide input for the evaluation of a non-bargaining unit member who is assigned to work with that teacher. Furthermore, it is understood, the administrator will be ultimately responsible for the formal evaluation.
- XII. Acceptable Use of Internet.
- A. Recognition. The parties recognize that the Internet/Intranet is a vast resource for providing, gathering, assisting and communicating in educational, employment-related, personal recreation and Association matters, including Adrian Education Association's (AEA) internal communications.

- B. AEA Internal Communications. The Association shall have the right to use the District's email, computer and servers for communication with its members. Such use shall be subject to and conditioned upon compliance with the Board's acceptable use policy and user agreements.
 - C. Personal recreation usage. Personal recreation usage shall be limited to before and after the student instructional day and is intended not to interfere with student education. Examples of personal usage would be: travel research, personal correspondence, banking services. These examples are not an all-inclusive description of personal usage. The Board has the right to block certain sites in accordance with the Lenawee and Monroe ISD consortium.
 - D. Liability. Teachers will be held liable for the release of their password to another person who may be found liable for inappropriate acts with regard to the Internet/Intranet usage. The board will not terminate a teacher's use of the Internet/Intranet due to unintentional violations of the Internet/Intranet acceptable use policy and user agreement. Teachers are accountable for maintaining the confidentiality of their password.
- XIII. Upon hiring a new bargaining unit member the District will inform the Association in writing of the name, hire date, building, assignment, and salary within ten (10) business days. Additionally, the District will provide the Association a list of bargaining unit members and individual salaries upon request.
- XIV. The District has the option to move to a bimonthly pay cycle instead of a bi-weekly pay cycle. If and when the board decides to make this change, any reference to 26 will be adjusted to 24 as it relates to pay. The District would provide a minimum of 60 days' notice to all employees, and would only change at the beginning of a contract year. Any employee wishing to remain on 21 pays may do so. The earliest this would go into effect would be July 1, 2020.

Article XIX - Grievance Procedure

Definitions

A grievance is defined as an alleged violation of a specific article or section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the following grievance and arbitration procedures.

An individual employee may present a grievance with or without the intervention of the Association or its representatives, within thirty (30) calendar days of the occurrence of the grievance, as long as any adjustment is not inconsistent with the terms of this Agreement.

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

1. The termination of services of or failure to re-employ any probationary teacher, as long as proper contractual procedures have been followed.
2. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

The "Grievant(s)" is the person or persons making the claim.

The term "teacher" includes any individual or group who is a member of the bargaining unit covered by this contract.

A "party of interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.

The term Board shall mean any person(s) who is/are representing the Adrian Public School Board of Education.

The term "days" shall mean District work days. The counting of days shall be suspended during school year recess days. This suspension does not apply during the summer vacation.

Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or proceeding independently.

Structure

There shall be one (1) or more Association Representative (s) (Building Representative(s) for each school building to be selected in a manner determined by the Association.

The Association shall establish a Labor Management Committee, which shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the Labor Management Committee is

a party in interest to any grievance, h/she shall disqualify himself/herself and a substitute shall be named by the Association.

The building principal shall be the administrative representative when the particular grievance arises in that building.

Procedure

The number of days indicated at each level shall be considered as maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual consent.

If a grievance is filed on or after June 1st, the time limits may be reduced by mutual agreement in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

All grievances will proceed through each Level in the order indicated to a resolution.

Written grievances as required herein shall contain the following:

- Shall be signed by the Grievant(s).
- Shall specify the relief sought
- Shall contain a synopsis of the facts giving rise to the alleged violation(s).
- Shall identify the section or subsection of the Agreement alleged to have been violated.
- At each Level of the grievance both the Grievant(s) and the Board will answer in detail to clarify the issues of the grievance.

Level One

A teacher with a grievance shall discuss it with his/her immediate supervisor/principal; individually, together with his/her Association Representative, or through the Association Representative. If no resolution is obtained within five (5) days of the discussion, the teacher shall reduce the grievance to writing on the form Grievance Form (Appendix F) and submit said grievance to his/her Building Principal.

The Building Principal shall reply in writing on the Grievance Form and submit to the Association within five (5) days of receipt of the written grievance.

In the event the Grievant(s) is not satisfied with the disposition of the grievance at Level One, or if no written response has been rendered with five (5) days of receipt of the written grievance, the grievance will be referred to Level Two – Labor Management Committee. The request for Level Two will be submitted on the Grievance Form to the Human Resources Manager.

Level Two

Within five (5) days of the written request for Level Two of the Grievance Procedure the AEA representative shall contact the Human Resources Manager to set up the Labor Management meeting. On the Grievance Form a written disposition of the Labor Management Committee meeting will be prepared and signed.

If the grievance is not resolved at Level Two, the AEA representative shall submit the grievance to the Superintendent within seven (7) days of the Labor Management Committee meeting via the Grievance Form.

Level Three

The Superintendent or his/her designee shall meet with the parties in an attempt to resolve the grievance. The Superintendent's disposition shall be rendered within five (5) days of the meeting via the Grievance Form.

Level Four

1. In the event the Grievant is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within five (5) days of the meeting with the Superintendent or designee, the Grievant may, within seven (7) days refer the grievance via the Grievance Form to the Superintendent's Office for action by the Board of Education.
2. Within ten (10) days of receipt of the request for Level Four of the Grievance Procedure, the parties will mutually agree upon a hearing date before the Board of Education.
3. A written decision shall be rendered by the Board of Education within ten (10) days of the hearing.

Level Five

1. If within ten (10) days the Association is not satisfied with the disposition of the Grievance by the Board, or if no disposition has been made, the grievance may be submitted to arbitration.
2. If the parties do not mutually agree to an arbitrator within seven (7) days of the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.
3. The Board and the Association shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party.
4. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
5. The arbitrator's power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement.
6. If any teacher who does not fall under the Tenure Act and for whom a grievance is sustained shall be found to have been unjustly discharged or improperly deprived of any professional compensation or advantage, the teacher shall be reinstated and/or reimbursed in accordance with the arbitrator's award.
7. Teacher attendance at the arbitration hearing (if it occurs during a contractual workday for teachers) is restricted to the teacher who filed the grievance, any teacher who is to testify at the hearing, and the chief spokesperson who negotiated the contract.

Grievance Termination

Any grievance not appealed to the next step of the Grievance Procedure as specified herein, shall be considered closed.

If the Board fails to answer the grievance in the stated time period, except as provided in Level Four of this Article, the grievance shall be considered meritorious and the relief granted.

If the Association or a teacher fails to appeal any reply to a grievance within the stated time period, the grievance shall be considered closed in accordance with the Board's answer.

The Association or a teacher reserves the right to take any grievance to the next step of the Grievance Procedure and its action or actions in doing so shall thus be considered final and binding on all parties to the grievance.

Expense Responsibility

Any expenses incurred for the arbitration at Level Five of the Grievance Procedure shall be borne equally by the Board of Education and the Association.

Article XX - Calendar

- I. The school calendar shall consist of at least the state determined number of days of student instruction and/or the state determined number of student instructional hours. The calendar will also include a minimum of thirty (30) hours of professional development.

The total salary of each teacher is based upon the annual calendar developed by the Calendar Committee. If the agreed upon school year is required to be extended or there is a modification in the agreed upon school calendar because of Section 101 (3) of the School Aid Act, any bargaining unit member required to perform any work on a day not specified as a duty day in this Agreement shall do so with no additional compensation. Teachers will not be required to report and shall receive their regular pay for scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, or health conditions as defined by the City, County or State health authorities.

- II. Should a closing because of conditions not within the control of school authorities require the scheduling additional days and hours of student instruction because previously scheduled days and hours could not be counted to meet the state minimum day and instructional hours requirement in accordance with the State School Aid Act, the additional days and hours required to be made up will be added to the end of the school year.

- III. If, at any time during the life of this Agreement it becomes lawful to count as days and hours of pupil instruction, days when pupil instruction is not provided due to conditions not within the control of school authorities such as due to inclement weather, fires, epidemics or health conditions, it is agreed that the following school closing provision shall become immediately effective:

When an emergency school closing occurs due to inclement weather the bargaining unit members shall be excused from reporting to duty without loss of pay. Days and hours lost due to closing under the foregoing circumstances shall not be rescheduled as long as it does not violate the State statute.

To the extent that any other provision of the collective bargaining agreement, such as the school closing provision, school calendar or the like shall be inconsistent with the foregoing, such provisions shall be null and void as to the extent of the inconsistency.

- IV. Classroom Preparation. Teachers shall have at least one-half (1/2) of the day to spend in their classrooms as determined by the annual calendar.

Article XXI - Duration of Agreement

This Agreement will be effective upon ratification by the parties and shall continue in effect until June 30, 2021.

ADRIAN PUBLIC SCHOOLS

By: Beth Ferguson
President

By: [Signature]
Superintendent

ADRIAN EDUCATION ASSOCIATION

By: [Signature]
President

By: [Signature]
Secretary



Release of All Claims

1. In consideration for a the Early Retirement Incentive Plan to which I otherwise would not be entitled, I, _____, individually and on behalf of my heirs, legal representatives, and assigns, do hereby release and forever discharge The Adrian Public Schools, its successors, Board of Education, Board of Education Members, officers, Superintendent of Schools, Administrative Agents, past and present employees, the Adrian EA, the Michigan Education Association and the National Education Association, (“the Released Parties”), from any and all actions, causes of action, claims, demands, damages (including compensatory, exemplary, statutory, and punitive damages), attorney fees, costs, contracts, liens, agreements, and promises, by reason of any matter, fact, cause or thing of any kind or character whatsoever, including specifically, but not by way of limitation, any and all claims which I, or anyone acting through me or on my behalf, may have relating to my employment with and the termination of employment from Adrian Public Schools (“APS”), whether now known or later discovered, because of or arising out of any matter and/or event occurring on or before the date I sign this Release of All Claims.
2. This Release of All Claims includes specifically, but not by way of limitation, any claims of age, race, sex, religion, marital status, familial status, age, weight, or handicap or disability discrimination or any other claimed violation of any federal, state, or local statute, including but not limited to the Michigan Teachers Tenure Act, Title VII of the Civil Rights Act of 1964 as amended, Section 1981 of the Civil Rights Act of 1966, the Age Discrimination in Employment Act of 1967 as amended, the Older Workers Benefit Protection Act of 1990, the Employee Retirement Income Security Act of 1974 as amended, the Americans With Disabilities Act, the Michigan Persons With Disabilities Civil Rights Act, the Michigan Elliott-Larsen Civil Rights Act, any tort claims, any claim of breach of contract, and all claims under related common law, statutes, and executive orders at the federal, state and local levels of government, and any claim to any benefits from employment with Adrian Public Schools.
3. I covenant and agree that I will not bring or cause to be brought any charges, claims, demands, suits or actions in any forum against the Released Parties related in any way to my dealings with Adrian Public Schools, which occurred prior to the effective date of this Release of All Claims, including, without limitation, my employment with and the termination of my employment from Adrian Public Schools.
4. I acknowledge that I have received or promptly will receive all pay and employee benefits to which I was entitled pursuant to Adrian Public Schools’ policies and procedures and pursuant to the collective bargaining agreement between Adrian Public Schools and The Adrian Education Association, and it is the express intent of the parties hereto that except for such consideration, pay and benefits, the Released Parties shall be relieved from any obligation whatsoever to pay any amount to any person or entity in connection with, arising out of, or relating in any manner whatsoever to my employment with and the termination of my employment from Adrian Public Schools.
5. This Release of All Claims shall not be construed as an admission by the Released Parties of any unlawful action or wrongdoing of any kind, nor shall it be construed as a finding that any claim I might raise against the Released Parties is or would be in any way valid or meritorious, but rather is made to terminate controversy

respecting all claims that I may assert against the Released Parties. The Released Parties expressly deny that they have acted unlawfully and deny any liability to me.

6. The parties acknowledge that this Release of All Claims is subject to disclosure under the provisions of the Freedom of Information Act. Should a request for a copy of the Release be made, Adrian Public Schools agrees to provide notice to me prior to the disclosure of the Release to the requesting individual.
7. This Release of All Claims contains the entire agreement between the parties hereto and supersedes all prior oral and written communications between the parties regarding the subject matter hereof. The terms of this Release of All Claims are contractual and not a mere recital.
8. This Release of All Claims, and each and every term and provision hereof, shall be construed in accordance with the laws of the State of Michigan. If any provision of this Release of All Claims shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Release of All Claims shall, in such event, be construed as if such invalid and/or unenforceable provision had never been contained herein.
9. I have carefully read the foregoing Release of All Claims and have been advised to discuss its terms with my attorney. I have had an opportunity to consult with my attorney prior to signing this Release of All Claims and have signed this Release of All Claims knowingly, voluntarily, and freely, and with such counsel as I deem appropriate. I declare that I have had at least Forty-five (45) days to review and consider this release.
10. I acknowledge receipt of the following information as required by 29 U.S.C. 626 (f) (l) (h):
 - A. The Class, Unit or Group of Individuals Covered by the Program: Members of the bargaining unit of employees of Adrian Public Schools known as the Adrian Education Association.
 - B. The Eligibility Factors for the Program: A bargaining unit member who is eligible for retirement benefits under the Michigan Public School Employees Retirement System (MPSERS) commencing at the end of the school year during which the election is made by the employee.
 - C. Time Limits Applicable to the Program: The program is available for the life of the contract. Employees must notify the Board of Education of their intent to retire under this program by February 1 if he/she will retire at the end of the fiscal year.
11. I understand that this Release of All Claims will not become final and enforceable until seven (7) days after I sign this document. During that seven (7) day period, I may reconsider and revoke this release, recognizing that I will not be entitled to the Early Retirement Incentive Plan until that seven (7) day revocation period has expired.

THIS IS A RELEASE – READ BEFORE SIGNING

Employee

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public
Lenawee County, Michigan
My Commission Expires:

LETTER OF AGREEMENT

Employee Purchase or Repayment of Retirement Service Credit

- A. The Internal Revenue Service (IRS) and the Michigan Public School Employees Retirement System (MPSERS) permits employees, through pre-tax payroll deduction procedures, to: (1) Redeposit contributions previously withdrawn by the MPSERS member (plus interest) and, when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) Purchase permissive service credit (such as Universal Buy-In credit, maternity/paternity/child care, non-public school teaching, military active duty, and sabbatical leave of absence). FICA taxes are, however, due on these pre-tax employee payroll deductions.
- B. To permit employee pre-tax payroll deductions for the purposes described in Section A, above, the Board shall adopt the payroll resolution attached to this Agreement as Appendix "B", and implement the salary reduction (payroll authorization) attached to this Agreement as Appendix "C", on behalf of any employee wishing to purchase additional MPSERS service credit or repay service credit previously withdrawn (plus interest) by the employee.
- C. Employees wishing to purchase additional MPSERS service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of Appendix "C".
- D. It is expressly understood that employees do not have the option of choosing to receive the authorized amounts deducted for the above-referenced purpose(s) directly, in lieu of having them transmitted to MPSERS by the Board.
- E. This Article will be implemented in the month following notification from MPSERS to the Board that MPSERS' program for receiving and processing these routine payroll deduction contributions is operational.

For the Board

Date

For the Association

Date



Payroll Resolution

WHEREAS Internal Revenue Code (IRC) Section 414(h)(2) permits employer “pick-up” of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, members may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) purchase permissive service credit.

NOW, THEREFORE, BE IT RESOLVED that in order to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPSERS;

BE IT FUTHER RESOLVED that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the employer and paid by the employer in accordance with MPSERS retirement plan requirements.

This resolution shall have an effective date of _____, 20__.

Reporting Unit Name: _____ (school district)

Reporting Unit Number: _____

Approved by the Governing Board (school board)

Date: _____

Secretary of the Governing Board (school board)

Signature: _____ Date: _____



Election of Retirement and Universal Service Credit benefits under Article _____

Additional Retirement Contributions Payroll Authorization

A Michigan Public School Employees Retirement System (MPSERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or: (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the employer may permit, deductions through payroll.

I understand that my employer has adopted a resolution under the “pick-up” tax deferral provisions of Internal Revenue Code (IRC) Section 414 (h) (2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The employer resolution (and this agreement) shall take effect _____.

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414(h)(2) and my employer’s resolution.

1. Deductions are to be made from my salary, for a total of _____ months in the amounts of \$ _____ per month with a final payment of \$ _____.
2. These are additional retirement contributions.
3. For the effective period of the agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPSERS will only accept payment from my employer for the designated service and not directly from me.
4. My employer is obligated to make payment pursuant to this agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This agreement shall remain in effect only until: a) payroll payments are completed, or b) termination of employment.

Reporting Unit Name (school district) _____
Reporting Unit Number _____

I irrevocably authorize the above payroll deductions under the conditions specified in my employer’s resolution and this authorization.

Employee Name: _____
Employee Social Security Number: _____
Employee Signature: _____
Date: _____

Appendix E

Adrian Public Schools
Graduate Study or Continuing Education Subsidy Program
Teacher Subsidy Application

- PROCESS:**
1. Teachers may make application for tuition subsidy for courses beginning after July 1st.
 2. Courses for which tuition subsidy application is made during the school year must conclude by June 30th of the current fiscal year.
 3. Proof of course completion (transcript) and receipt for payment of tuition should be submitted along with application no later than June 30th of the current fiscal year to the curriculum office.

NAME: _____

ADDRESS: _____

SCHOOL: _____ TEACHING ASSIGNMENT: _____

COURSE TITLE: _____

COLLEGE OR INSTITUTION: _____

CREDIT: _____ SEMESTER HOURS OR _____ TERM HOURS

TERM: _____ FALL _____ WINTER _____ SPRING/SUMMER

DATES: _____ TO _____

COST: \$ _____ TUITION

COURSE TAKEN TO MEET:

(Check one)	<input type="checkbox"/> Graduate Degree Sequence
	<input type="checkbox"/> Personal In-Service Need
	<input type="checkbox"/> Provisional Certificate

If Graduate Degree Sequence, specify major and level:	
Major:	_____
Level: (Check one)	
<input type="checkbox"/>	M.A./M.S.
<input type="checkbox"/>	Specialist
<input type="checkbox"/>	Doctorate

Teacher's Signature: _____

Date: _____

.....
Date Received at Curriculum Office: _____ (for office use only)

AEA Committee Signature: _____

Approved

Disapproved



Adrian Education Association Grievance Report Form

Name of Grievant: _____ Grievance #: _____

Building _____ Assignment: _____

Level One

A. Date Cause of Grievance Occurred: _____ (Timeline: 30 calendar days from occurrence)

B. Synopsis of Grievance:

C. Specific Article(s) and Section(s) Violated:

D. Relief Sought:

Signature

Date

Date Grievance Report Received by Principal _____ (Timeline: 5 days)

E. Disposition by Principal: (Required within 5 days of receipt of written grievance)

F. Request for Level Two - Labor Management Committee

Signature

Date

(AEA contact Human Resources Manager) Required within 5 days

Name of Grievant: _____ Grievance #: _____

Level Three

Date Grievance Report Received by Superintendent

Disposition by Superintendent: (required within 5 days of meeting)

Status of Grievance:

- Grievance is resolved.
- Reconvene on _____ (date)
- Submit to Level Four (Board of Education) within 7 days

Superintendent Signature

Date

Level Four

Date Grievance Report Received by Board of Education

Hearing Date

Disposition by Board of Education: (Required within 10 days)

Position of Grievant and/or Association:

Signature

Date

Level Five

Date Submitted to Arbitration

Disposition and Award of Arbitrator:

Arbitrator Signature

Date

Special Pay Deferral Plan

The amounts payable under the Special Pay Deferral Plan shall be deposited by the employer in the form of a non-elective employer contribution to a 403(b) plan account of each eligible employee's choice provided through MEA-FS, except that no contribution shall cause an employee to exceed the limitations of Section 415(c) of the Internal Revenue Code. Contributions that exceed the Section 415(c) limitations shall be deposited for each affected employee in the following calendar year and in each subsequent year until all amounts due have been deposited by the employer. However, no employer contribution may be deposited in any year that is later than the fifth calendar year following the year in which the employee terminates employment with the school district. Employees shall have no cash option to this employer 403(b) contribution.

The 403(b) policy [and the 403(b) plan document, if any] of this school district shall provide that all employees are eligible to retire from the school district for the purpose of the district's 403(b) plan and hence may withdraw 403(b) contributions at any time before or after termination of employment to the extent allowed by the Internal Revenue Code.

APPENDIX I

Letter of Agreement

This Agreement is entered into this ____ day of July, 2017 by and between the Adrian Education Association, MEA/NEA (the Association); and the Adrian Public Schools and the School District of the City of Adrian, Michigan (Board).

Whereas, the Association and the Board agree to the following:

1. Each IB/DP teacher will be paid a stipend of \$100 per trimester per course taught for the first year teaching the class.
2. Summer IB trainings and meetings beyond three (3) days will be optional. If a teacher attends a daily training (in Lenawee County), they will receive \$20.20/per hour. If the training is out of town and requires the teacher to spend the night/several nights, the teacher will receive \$25/day stipend for each night the teacher is away from home because of the training and/or travel.
3. Trainings held during the school year which require a teacher to spend the night at the meeting location (out of town) will be optional. The teacher will receive a \$25/day stipend for each night of the training which requires the teacher to be away from home.
4. IB teachers can be required to attend up to 6 required IB staff meetings in addition to the normal contractual staff meetings. These meetings will be a maximum of 1 hour in length with an agenda to be distributed prior to the meeting. Teachers will receive a \$20.20 stipend for each of these meetings.
5. On occasion, an IB teacher may be asked to teach a before and/or after school class that is for enrichment (example-Bridge Course) or for credit.

If the course is for enrichment (no credit given) the teacher will be paid the normal contractual "Enrichment" rate.

If the course is for credit, the teacher will be paid their normal hourly rate for each hour worked.

Teacher Salary/Teacher Workdays/6 HS Periods x .89* = Hourly Rate

The teaching of these before/after school sessions will be optional and all contractual posting requirements will be followed.

6. Diploma Program Extended Essay Mentors will be paid \$100/student. IB students will select their own Extended Essay Mentor. This will be an optional assignment.
7. The IB/DP Coordinator will be released a minimum of 1/3 of the scheduled school day to fulfill the assigned IB Coordinator duties. The IB Coordinator will also receive all other rights set forth in this agreement.
8. The Extended Essay Coordinator and CAS Coordinator positions may include before and/or after school work with students. All contractual posting requirements will be followed. These positions will pay the normal contractual "Enrichment" rate. Schedules will be coordinated with the building administrator.
9. All other contract language will apply.
10. This Letter of Agreement applies to the IB Diploma Program for 11th and 12th grade students.
11. The Letter of Agreement expires effective June 30, 2021.

LETTER OF AGREEMENT

Whereas, the Association and the Board agree to the following terms and conditions to address the Instructional Coaches:

1. The following positions will continue for the 2020-21 school years, Instructional Coaches. These positions are recognized as a position within the AEA bargaining unit.
2. Trainings held during the school year which require these Coaches to spend the night at the meeting location (out of town) will be optional. The Coach will receive a \$25/day stipend for each night of the training which requires the Coach to be away from home.
3. Summer trainings and meetings may be required. If the Coach attends a daily training (in Lenawee County) during the summer; he/she will receive \$20.20/hour. If the training is out of town and requires the Coach to spend the night/several nights, the Coach will, in addition, also receive a \$25/day stipend for each night that he/she is away from home because of the training and/or travel.
4. Each instructional coach will be paid an annual stipend of \$1,500 to cover extra in-district meetings and travel. If the positions are adjusted to less than 1.0 FTE, the stipend will be adjusted accordingly.
5. Positions within this LOA will not have responsibility for supervising, disciplining or evaluating teachers.
6. The Superintendent (or designee) will supervise and evaluate positions within this LOA. At the beginning of each yearly assignment the positions within this LOA will be notified who their supervisor and evaluator will be.
7. If there is a substantial alteration in the duties of any of these positions, the Board and the Association agree to meet for the purpose of considering the impact of those modifications and the content of this Letter of Agreement.

This is non-precedent setting.

Adrian Public Schools
2020 - 2021 School Calendar (Trimesters)

Wednesday, August 26, 2020	New Teacher Orientation; Mentor/Probationary Teacher Meeting , Teacher First Day: AEA Membership Meeting and four (4) hours of professional development
Thursday, August 27, 2020	K-8 Open Houses
Friday, August 28, 2020	No school for staff
Monday, August 31, 2020	First Day of School for students K-12 - Half Day AM K-12 District Professional Development PM
Friday, September 4, 2020	No school for staff – Pre-Labor Day Holiday
Monday, September 7, 2020	No school for staff - Labor Day Holiday
October 7, 2020	Count Day
Friday, October 16, 2020	Homecoming – Early Release for grades 9-12 at 12:30pm
October 28-29, 2020	K-12 Parent/Teacher Conferences – Evening
Friday, October 30, 2020	K-12 students Half Day AM Dismissed PM K-12 District Professional Development PM
Tuesday, November 24, 2020	7-12 Exams AM K-12 students Half Day AM Dismissed PM K-12 District Professional Development PM
Wednesday, November 25, 2020	7-12 Exams AM K-12 students Half Day AM Dismissed PM K-12 Records Day PM (On-Site or Off-Site) End of 1st Trimester K-12
November 26-27, 2020	No school for students/staff - Thanksgiving Holiday
December 1, 2020	8:00 A.M. Grades Due
Tuesday, December 22, 2020	K-12 students Half Day AM Dismissed PM Winter Break begins at close of school day for students/staff
Monday, January 4, 2021	School resumes for staff/students
Monday, January 18, 2021	No school for students or staff (Optional PD at LISD)
January 20-21, 2021	K-12 Parent/Teacher Conferences - Evening
Friday, January 22, 2021	K-12 students Half Day AM Dismissed PM K-12 District Professional Development PM
February 10, 2021	Count Day
Friday, February 12, 2021	K-12 students Half Day AM Dismissed PM K-12 District Professional Development PM
Thursday, March 4, 2021	7-12 Exams AM K-12 students Half Day AM Dismissed PM K-12 District Professional Development PM
Friday, March 5, 2021	7-12 Exams AM K-12 students Half Day AM Dismissed PM K-12 Records Day PM End of 2nd Trimester K-12
April 2 – April 9, 2021	No school for staff/students- Spring Break
Monday, April 12, 2021	School resumes
Wednesday, April 14, 2021	MME Testing Grade 11 Released at 1:30 p.m. (dependent on MDE)
To Be Determined	Spring Open House – Springbrook

Friday, May 21, 2021	Graduating Seniors Last Day
Friday, May 28, 2021	K-12 students Half Day AM Dismissed PM K-12 District Professional Development PM
Sunday, May 30, 2021	High School Graduation
Monday, May 31, 2021	No school for students/staff – Memorial Day
	7-12 Exams AM
Thursday, June 3, 2021	K-12 students Half Day AM Dismissed PM K-12 Records Day PM
	7-12 Exams AM
	K-12 students Half Day AM Dismissed PM - Last Student Day
Friday, June 4, 2021	K-12 Records Day PM End of 3rd Trimester K-12

1.25 hour building based PLC/PD will take place on the following dates. The times will be scheduled by the building principal with input from staff.

September 16
October 14
November 11
December 9

PLC/PD time will commence when an overwhelming majority (two-thirds) of the staff are present.

Reference Article IV – Teachers Hours. Assignment and Expectations – Regarding the flexibility for building wide meetings.

Elementary buildings will operate on a fair rotation for scheduled half days.

Teachers are not expected to complete report cards or comments when there is not a record's day prior to parent teacher conferences. Class work and class assessments on student progress shall be the basis of the parent teacher conferences.

**Adrian Public Schools
2020-2021 Start/End Times**

	Start	District ½ Day Release	District ½ Day Late Start	End
Elementary Schools				
Kindergarten – Grade 5	8:35 AM	12:10 PM	12:03 PM	3:38 PM
Springbrook Middle School	7:35 AM	11:00 AM	10:59 AM	2:24 PM
High School				
Grades 9-12	7:45 AM	11:10 AM	11:11 AM	2:36 PM

**LETTER OF AGREEMENT
BETWEEN
ADRIAN PUBLIC SCHOOLS
AND THE
ADRIAN EDUCATION ASSOCIATION, MEA/NEA**

Re: Librarian

This Letter of Agreement is entered into between the Adrian Education Association, MEA/NEA (the "Association") and the Adrian Public Schools (the "District")

The Association and the District agree as follows:

The Librarian position will be staffed utilizing a paraprofessional beginning in the 2012-2013 school year. Oversight from a library science degreed individual will either be provided through a \$2,500 stipend position to an AEA member or a mutually agreed process to fill the position.

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the Adrian Education Association, MEA/NEA (the "Association") and the School District of the City of Adrian, Michigan (the "District").

Recognizing the importance of making quality health care products and services available and doing so in a cost effective manner, the District and the Association agree as follows:

1. The Association acknowledges that the District has elected to become a member of a Health Plan Purchasing Consortium (the "Consortium") as authorized under Section 5(3) of the Public Employee Health Benefit Act, and as further authorized under the provisions of the Revised School Code.
2. The parties further recognize and acknowledge that insurance benefits, policy specifications, coverages and the allocation of premium responsibility for employee benefit plans are subject to a bargaining duty under the Public Employment Relations Act.
3. The District and the Association acknowledge that employee benefit *plans* or products will be made available to eligible Association bargaining unit members through the District's participation in the Health Plan Purchasing Consortium. The District and the Association have agreed that Association bargaining unit members will be allowed to enroll in those plans effective July 1, 2013 and that such plans or products made available through the Consortium shall replace those otherwise in effect for Association bargaining unit members on that date.

Further, the District and the Association acknowledge and recognize that alternative plans with modified specifications may subsequently be made available through the same vendor selected to provide benefit plans or products through the Consortium. Alternative plans will be reviewed and identified by a committee of no less than six (6) persons and not more than ten (10) to be equally appointed by the ISD Superintendent and the participating bargaining unit. The committee may meet at the request of either party. The District and the Association agree that Association bargaining unit members who are otherwise eligible to enroll in benefit plans or products through the Consortium shall have access to these alternatives, which are recognized by the parties to be instrumental in both stabilizing insurance costs and in structuring insurance products to meet the needs of those enrolled.

4. The duration of the commitments made in this Letter of Agreement shall not be affected by the expiration of any current or successor collective bargaining agreement between the District and the Association. The durational commitments for participation in the employee benefit plans accessed through the Consortium shall supersede any conflicting or contrary terms of an existing or successor collective bargaining agreement between the District and the Association, to the extent of any such conflict or inconsistency.
5. The parties further voluntarily waive and relinquish their respective rights under the Public Employment Relations Act (PERA) for the period beginning July 1, 2013 and concluding on December 31, 2015 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified insurance products and employee benefit plans through the Consortium. Further, the District and the Association agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation to bargain over the benefits, policy specifications and coverage's of those insurance products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans, as indicated in this Letter of Agreement.

However, these limitations shall not apply to the offering of alternative plan structures through the initially selected vendor, as is specified in paragraph 3 of this Letter of Agreement.

6. Nothing in this Letter of Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled. Further, nothing in this Letter of Agreement constitutes a limitation on the obligation of the District to comply with those provisions of state or federal law that may require a specified level of employee premium contribution for enrollment in any employee benefit plans.
7. Nothing in the terms of this Letter of Agreement is intended to confer eligibility upon any employee (or their eligible dependents, if applicable) to enroll in an employee benefit plan or program, it being recognized that those eligibility determinations are set forth in the collective bargaining agreement between the District and the Association and are not intended to be altered or modified by the terms of this Letter of Agreement.
8. Any disputes over the interpretation, application or implementation of the terms of this Letter of Agreement shall be resolved under the grievance procedure in the collective bargaining agreement then in effect between the District and the Association.
9. By entering into this Letter of Agreement, neither the District nor the Association amend, modify, waive, or qualify any other provisions, conditions, rights or duties specified in their current or any successor collective bargaining agreement between them, except as are otherwise specifically waived, modified or relinquished herein.
10. This Letter of Agreement shall become effective July 1, 2013 and shall expire on December 31, 2021, subject to the post-expiration obligations specified in paragraph 4 of this document.

LETTER OF AGREEMENT

This Agreement is entered into this ____ day of _____, 2017 by and between the Adrian Educational Association, MEA/NEA (the Association); and the Adrian Public Schools and the School District of the city of Adrian, Michigan (the Board).

Whereas, the Association and the Board agree to the following:

The IB DP/International Exchange Student Coordinator will be required to work additional days for the summer of 2020. A maximum of twelve (12) days (up to a maximum of six (6) hours/day) will be worked and paid at \$20.20/hour. The summer work is an extension of his school year work and includes the additional duties he assumed this year. This work is critical to maintaining the DP program, the international exchange student program and the Open World Schools. Some of the duties include:

International Exchange Program

- Coordination of the convalidation and apostille requirements to the appropriate embassy and consulates.
- Engage in student entrance interviews, convalidation determination, and scheduling requirements.

IB Diploma Program

- Assist all graduating IB senior with university transcript requirements.
- Aggregate and issue IB results.
- Collaborate with DP teachers regarding materials and supplies.
- Meet and collaborate with the extended essay coordinator and DP candidates.
- Maintain CAS organizational structure for DP students

IB Open World Schools

- Follow-up with link schools regarding year-two student registration/requirements and post-year surveys.
- Recruit and correspond with new link partners, manage new and existing contracts.
- Register new and existing link mentors for Pamoja training and PD.
- Aggregate and complete all Pamoja student registrations.
- Interview link students.

This is non-precedent setting.

LETTER OF AGREEMENT

LETTER OF AGREEMENT This Agreement is entered into this _ day of __, 2017 by and between the Adrian Educational Association, MEAINEA (the Association); and the Adrian Public Schools and the School District of the city of Adrian, Michigan (the Board). Whereas, the Association and the Board agree to the following terms and conditions for the Curriculum Committee: A Curriculum Committee will advise the Administration in the implementation of the curriculum and program of studies for Adrian Public Schools.

1. District will convene an annual Curriculum Organization Leadership Team to advise the members of the Department of Curriculum and Instruction in the development and coordination of curriculum and instruction.
2. Members of the Department of Curriculum and Instruction and Building Principals may serve on the Curriculum Organizational Leadership Team at the discretion of the Director of Curriculum and Instruction.
 - a. Each Elementary will elect a K-2 representative and a 3-5 representative.
 - b. Middle School 6-8 will elect one representative in Math, Science, English language Arts, and Social Studies.
 - c. High School 9-12 will elect one representative in Math, Science, English Language Arts, and Social Studies.
 - d. Music Teachers will elect one teacher K-5 and one 6-12 Teacher.
 - e. Physical Education Teachers will elect one teacher K-5 and one 6-12 Teacher.
 - f. Technology/Computer Sciences elect one K-5 teacher and one 6-12 Teacher.
 - g. Foreign Language will elect one K-5 teacher and one 6-12 Teacher.
 - h. Art Teachers will elect one K-5 teacher and one 6-12 teacher.
 - i. Special Education Teachers will elect one K-5, one 6-8, and one 9-12 teacher.
 - j. Interventionist Teachers will elect one K-5 and one 6-12 teacher.
 - k. All elections will be facilitated by the Association.
3. Each Subject Group and or Grade Level will meet at least twice throughout the school year. Additional meetings may occur based upon need by particular subject area or grade level.
4. Members of the committee are expected to promote the free exchange of ideas, enhance collaboration, and share expertise with the committee. It is understood that their viewpoints/positions are not predetermined or directed by the AEA or the District.
5. Participation on the committee will be voluntary.
6. Stipend/Release Time
 - a. Members of the Curriculum Organization Leadership Team shall receive either an hourly stipend of \$20.20 outside of the normal school day and or release time during the regular school day.

LETTER OF AGREEMENT

This Agreement is entered into this ____ day of July, 2017 by and between the Adrian Educational Association, MEA/NEA (the Association); and the Adrian Public Schools and the School District of the city of Adrian, Michigan (the Board).

Whereas, the Association and the Board agree to:

1. The PYP Coordinator for Lincoln School will be posted for internal teachers.
2. The coordinator will be paid a stipend of \$1500 per year with up to six (6) days of release time.
3. Assigned duties include:
 - Assist teams or individuals in developing and documenting units of inquiry.
 - Organize, prepare agendas, and coordinate/lead professional development activities for PYP staff.
 - Support the teacher's responsible for and students involved in the PYP Exhibition.
 - Provide support on evaluation visits as requested by regional offices. Prepare and submit any documentation required for the site visit.
 - Conduct parent information sessions and publish PYP Newsletter
 - Integrate district initiatives into PYP framework.
4. This letter of agreement is effective through June 30, 2021.

