



Adrian Administrators Association

Agreement between the Board of Education
of Adrian Public Schools and
the Adrian Administrator's Association

July 1, 2020 - June 30, 2023

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PREAMBLE

In the operation of the Adrian Public Schools, the Central Administration and the Adrian Administrators will work together as an administrative team. Administrative team members will function in a climate of openness, honesty, and a free exchange of ideas. Every effort will be made to maintain open communication in order to facilitate resolution of problems.

It is recognized that the primary responsibility of the individual Administrator is to support the goals and purposes of the District and to execute at the Administrator's respective level the programs and administrative policies adopted by the Central Administration.

In matters of administrative personnel reductions and building program revisions, the Adrian Administrators Association will have prior involvement.

To insure respect for each Administrator and to guarantee authority of each position, the administrative lines of authority will be adhered to in the operation of the school system.

ARTICLE I - RECOGNITION AND DEFINITIONS

A. Recognition of the Association

1. The Adrian Board of Education recognizes the Adrian Administrators Association as the bargaining agent for all classifications as listed herein. No additional classifications will be added to the bargaining unit without mutual consent of the Board and the Association.
2. The Board shall retain the right to reorganize or realign the administrative structure. If reorganization should occur, members affected shall remain members of the bargaining unit unless assigned to Central Office or out of Administration, and all salaries of any new classifications will be negotiated with the Association.
3. Classification:
 - a. High School Principal
 - b. Middle School Principal
 - c. Elementary School Principal
 - d. Assistant High School Principal
 - e. Assistant Middle School Principal
 - f. Director of Athletics
 - g. Dean of Students (not replacement for Assistant Principal)
4. In the event of a vacancy within the Association and the placement of an Interim Administrator, the Interim Administrator will not be a member of the Association. The Interim Administrator will be paid in accordance with the Association salary schedule.
5. In the event of responsibility and accountability changes for Association members, the Association and Administration will discuss and reach consensus in resolving the situation.
1. Prior to the implementation of any operational changes within the District, Association members shall be inserviced and fully trained to provide the instruction and leadership required to facilitate an effective transition. The training shall include a discussion of the rationale for the operational change as well as the advantages expected to accompany the change. The critical success factors will be communicated to provide direction.

B. Definitions

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

1. Board shall mean the Board of Education of the Adrian Public Schools or its designated agents.
2. Association shall mean any member of the Association.
3. Administrator shall mean any member of the Association.
4. In the construction of words used in this Collective Bargaining Agreement, the use of the singular shall include the plural and the masculine shall include the feminine.

ARTICLE II - ASSOCIATION LEAVE DAYS

- A. The Association shall be granted up to a total of three (3) days release time per year for use by the Administrators participating in Association activities and conferences. Whenever possible at least one (1) week notice will be given.
- B. No more than three (3) Administrators may use Association Leave Days on any given day.
- C. The Association release time will be for all members regardless of membership.

ARTICLE III - MANAGEMENT'S RIGHTS

- A. The Board has the sole responsibility and authority to establish, manage and direct on behalf of the public, all of the operations and activities of the district to the full extent authorized by the law.
- B. The Board retains the right to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of all employees and to other working conditions, provided such rules and policies are not inconsistent with this Agreement or in violation of the law.
- C. The Board retains the right of management and control of school property, facilities, and courses of instruction, athletics and recreation programs, methods of instruction, and materials used for instruction and administration.
- D. The Board retains all rights relative to the selection, assignment, direction, transfer, promotion, demotion, discipline or dismissal of all employees provided such action is not inconsistent with this Agreement or in violation of law.

ARTICLE IV - NO STRIKE CLAUSE

- A. No Administrator or the Association shall participate in or cause any strike, nor shall any Administrator or the Association participate in or cause any work stoppage, nor shall any Administrator refuse to carry out normal work assignments. The Board shall not lock out any Administrator during the term of this Agreement.
- B. In the event of a strike, the Administrator shall continue to perform duties in accordance with provisions of this contract.
- C. In the event of a strike, the Board will provide safe and secure passage to and from the building and a safe and secure area for the Administrator's personal property.
- D. In the event of a strike, the Administrator will not be expected to perform any instructional duties.

ARTICLE V – LABOR MANAGEMENT COMMITTEE

- A. During the life of this Agreement, a Labor-Management Committee may be formed for the purpose of resolving potential grievances, addressing concerns, discussing new approaches, concepts, programs prior to implementation, and to be updated on the programs, trends, new laws, etc. which could impact the Administrators. Representation may include two (2) Central Office Administrators and one (1) Association representative from each of the following divisions: elementary, middle school, and high school.

ARTICLE VI - ADMINISTRATOR'S RIGHTS AND RESPONSIBILITIES

A. Open Personnel File

1. Each Administrator shall have the right to review the contents of his/her own personnel file as maintained in the Human Resources Office. If desired by the Administrator, a representative of the Association may be present.
2. Administrators will be provided copies of all materials placed in their files, with the exception of such items as credentials, certificates, etc.
3. Administrators shall have the right to place explanatory notes or letters in their personnel file pertinent to any written or printed materials.

ARTICLE VII - GRIEVANCE PROCEDURES

A. Definition

1. A grievance shall mean a complaint by an Administrator, or group of Administrators, or Association in its own name, alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.

B. Procedure

1. Grievances as required herein shall contain the following
 - a. It shall be signed by the grievant or grievants.
 - b. It shall be specific.
 - c. It shall contain a synopsis of the facts giving rise to the alleged violations.
 - d. It shall cite the Section or Subsections of this contract alleged to have been violated.
 - e. It shall contain the date of the alleged violation.
 - f. It shall specify the relief requested.
2. An Administrator alleging a violation of the express provisions of this contract shall discuss the written grievance with the Superintendent or designee in an attempt to resolve same. The Superintendent, or designee, will respond, in writing, within five (5) work days of the discussion.
3. If the decision is unsatisfactory to the grievant or the Association, the grievant or the Association may appeal same to the Board of Education with the officer of the Board in charge of drawing up

the agenda for the Board's meetings. The Board shall schedule a meeting to hear the matter not more than thirty (30) days from the appeal.

4. Within ten (10) working days from the hearing of the grievance the Board shall render its decision in writing.

ARTICLE VIII - CONTRACT ADMINISTRATION

A. Contract Duration

1. Probationary Administrators shall be issued a one (1) year contract. During the first two (2) years of employment as an Administrator, he/she is considered to be on probation.

All Administrators with two or more years of service shall be issued a two (2) year non-probationary contract. This contract is renewable yearly.

2. All Administrators must hold a valid Michigan School Administrator Certificate or work under a valid School Administrator Permit.

B. Interim Assignments

An individual assigned to a temporary or interim administrative position for two weeks or longer shall receive compensation for that position.

C. Seniority Rights

A bargaining unit member shall lose seniority rights if the Administrator resigns, retires, is discharged for just cause or non-renewed.

D. Non-Tenure Position

It is understood and agreed that this contract does not confer tenure upon the Administrator in the Administrator's administrative position.

ARTICLE IX - BENEFITS

A. Medical Insurance

Each Administrator may select Plan A or Plan B. It is understood and agreed that the Board's obligation for insurance benefits shall be limited to the terms and conditions of each plan. For all coverage the Board reserves the right to select benefit carriers at a comparable level. Summary plan descriptions are available upon request.

Plan A

Health Insurance- Effective July 1, 2020, the District will make health insurance premium payments up to \$568 per month single coverage, \$1,188 per month two-person coverage, and \$1,549 per month for full family coverage on the employee's behalf. \$500/\$1000 Deductible for traditional coverage, \$20 office visit co-pay, with Saver RX prescription coverage. \$500/\$1000 Deductible with 20% coinsurance and SRX Mail prescription coverage, \$1400/\$2800 ABC HSA plans with Saver RX prescription coverage or \$2000/\$4000 ABC HSA plan with 10% coinsurance and ABC RX prescription coverage.

Dental Insurance - Each bargaining unit member enrolled will pay, through payroll deduction, any premium amounts in excess of the following rates:

Single: \$35.20 per month
Two Person: \$69.08 per month
Full Family: \$130.64 per month

Vision Insurance - Each bargaining unit member enrolled will pay, through payroll deduction, any premium amounts in excess of the following rate:

Single: \$7.21 per month
Two Person: \$15.50 per month
Full Family: \$23.34 per month

Life Insurance - For the term life insurance, each bargaining unit member enrolled will pay, through payroll deduction, any premium amounts in excess the following rate, \$5.85 per month.

Long Term Disability - Each bargaining unit member enrolled will pay, through monthly payroll deduction, any increase in premium in excess of the rate of \$27.10 per month.

Any contribution amounts which may include fees, taxes, and commissions exceeding the Board's subsidy shall be payroll deducted from the wages of the enrolled employee.

Plan B

Cash in Lieu - Administrators eligible for, but not electing Plan A may elect to receive a cash payment in the amount of \$200.00 per month in lieu of health insurance. If five (5) administrators are eligible for, but do not elect Plan A, but choose to participate in Plan B (Cash in Lieu), the cash payment

will be \$250.00 per month. If six (6) administrators choose to participate in Plan B, the cash payment will be \$300.00 per month.

Dental Insurance - The Board agrees to pay the premium for full family dental insurance with an orthodontic rider.

Vision Insurance - The Board agrees to pay the premium for family coverage.

Life Insurance - The Board agrees to pay the premium for term life insurance.

Long Term Disability - The Board agrees to provide the full premium for long term disability insurance.

B. Life Insurance and Accidental Death and Dismemberment Insurance

The Board agrees to provide the full premium for life insurance equal to one times the Administrators annual salary rounded to the next thousand and accidental death and dismemberment equal to one times the Administrator's annual salary.

C. Additional Life Insurance

Each Administrator may, at his/her option, purchase additional life insurance. This shall be paid through payroll deduction.

D. Long Term Disability Insurance

The plan as defined in the consortium agreement.

E. Liability Insurance

The Board will provide liability insurance which covers each Administrator during the time he/she is employed by the Board and acting in that capacity. Insurance protection shall be limited by the terms and conditions of the insurance policy. Insurance coverage descriptions are available upon request.

F. 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. The Board agrees to make a monthly contribution toward medical benefit plan related taxes in an amount equal to the difference between the monthly maximum Board premium contribution and the maximum pro-rated monthly hard-cap allowed pursuant to Public Act 152 of 2011, as amended.

G. Tax Sheltered Annuity

The Board will provide the opportunity to participate in a tax sheltered annuity program subject to the terms of the annuity plan. This shall be paid through payroll deduction.

H. Retirement

The Board will participate in the State of Michigan Retirement System for all employees covered under this Agreement.

ARTICLE X - WORKERS COMPENSATION

If an Administrator is injured on the job and becomes eligible for compensation under the Worker's Compensation Act, he/she may choose one (1) of the following options:

- Option 1.** The benefit for which he/she is eligible under the Michigan Worker's Compensation Act with no deduction from sick leave days.
- Option 2.** The benefit for which he/she is eligible under the Michigan Worker's Compensation Act supplemented by the difference necessary to equal his/her regular salary which difference shall be charged against his/her accumulated sick leave days on a pro-rated basis. This difference shall be paid until such time as the accumulated sick leave days are used up.

ARTICLE XI - JURY DUTY/COURT APPEARANCE

The Board encourages employees to accept and discharge their civic responsibility when called upon for jury duty or as a summoned witness. An Administrator summoned for jury duty or a court appearance shall notify the Superintendent or designee immediately. The Board will pay full salary benefits for Association members selected for jury duty or to appear as a witness. Any remuneration received from the judicial system shall be turned over to the District, with the exception of mileage.

ARTICLE XII - BEREAVEMENT/FUNERAL LEAVE

The Board recognizes employees will need time off work to arrange for and/or attend funerals for immediate family. Up to five (5) days may be taken by Association members to arrange for and/or attend the funeral of an immediate family member.

Association members may take one (1) day to attend a funeral for a non-family member.

ARTICLE XIII - INCLEMENT WEATHER

On inclement weather days when schools are closed, an administrator may work from home, to assist with any issues that might occur on these days unless a leadership meeting is called, which would be held at 10:30 a.m.

If an administrator is unable to report to work, he/she must contact the Superintendent or designee, as early as possible. An administrator will be required to use a ½ personal day.

ARTICLE XIV - ATHLETIC PASS

Association members may attend all home athletic events, except MHSAA sponsored events, at no cost. A picture ID must be presented for entrance.

ARTICLE XV - NON FACE TO FACE INSTRUCTION

On days when instruction does not take place face to face, an administrator may work from home, to assist with any issues that might occur on these days. It is understood that while instruction may not be face-to-face, administrative duties may be on site. This is at the discretion of the Superintendent.

ARTICLE XVI - PERSONAL EMERGENCY/BUSINESS DAYS AND SICK LEAVE

A. Personal Emergency/Business Days

1. Three (3) Personal Emergency/Business days may be used per year
2. An additional three (3) Personal Emergency/Business Days may be drawn from the Administrator's accumulated Sick Leave Bank with approval of Human Resources.
3. After June 30th any unused Personal Emergency/Business Days will convert to Sick Leave days.

B. Sick Leave

1. Sick Leave is earned at the rate of ten (10) days per year for 42 week Administrators and eleven (11) days per year for 46 week Administrators. Unused Sick Leave may accumulate to a maximum one hundred fifty (150) days.
2. Sick days over the maximum allowable limit will be paid out at Seventy-Five (\$75) Dollars per day. This reimbursement will be paid in one lump sum payment in July of each year. Any days used beyond the current year allotment will be taken from the frozen Fifty (\$50) dollar bank, if applicable.
3. At the time of retirement if an Administrator qualifies for retirement under the provisions of the Michigan Employment Retirement Act, he/she shall be paid Fifty (\$50.00) Dollars per day for each Sick Leave Day accrued prior to July 1, 2017. Any days accrued after July 1, 2017 shall be paid out at Seventy-five (\$75.00) Dollars per day.

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

- a) Accumulated sick leave or personal days

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

4. After ten (10) years of administrative service, or twenty (20) years of service to the District, if an Administrator leaves the District, he/she shall receive Fifty (\$50.00) Dollars per day for each Sick Leave Day accrued before July 1, 2017, and Seventy-Five (\$75.00) Dollars per day for each Sick Leave Day accrued after July 1, 2017.
5. In the event the Administrator dies, the Administrator's legal spouse or dependent(s) shall receive either Fifty (\$50.00) Dollars or Seventy-Five (\$75.00) based on the Administrator's accumulated sick days, for all accumulated Sick Leave Days accumulated at the time of the Administrator's death.

C. Donated Days

The Parties recognize that serious health issues may occasionally arise which would exceed an employee’s allotted sick leave time. If an employee suffers a FMLA qualifying illness or injury which necessitates the employee’s absence for a period in excess of their allotted sick leave time, the employee may petition Human Resources to allow sick leave time donations from fellow employees in the individual’s classification. The employee shall provide sufficient medical documentation to allow Human Resources to verify that the illness or injury is a FMLA qualifying event, and will exceed the employee’s allotted sick leave time.

Once Human Resources verifies that the employee qualifies, Human Resources shall convene a committee consisting of two (2) Association officers and two (2) administrators to consider and render a verdict on the employee’s request. In case of a tie, Human Resources shall be the deciding vote. The committee’s decision shall not be subject to the grievance process. All members of the committee shall maintain confidentiality regarding the employee’s health information.

If the request is approved, employees shall be allowed to donate sick leave time to the affected AAA member.

ARTICLE XVII - LONG TERM DISABILITY LEAVE

In the event an Association member on sick leave, paid or unpaid, becomes eligible to receive long term disability benefits, the Board will continue Plan A or Plan B benefits under Article IX Benefits for eighteen (18) months from date of qualifying event.

ARTICLE XVIII - PROFESSIONAL DEVELOPMENT

The District encourages professional growth among its Administrators.

A. Professional Organizations

The District will support Administrators’ affiliation with their professional organizations by paying membership dues for national, state and/or local dues subject to approval of the Superintendent or designee.

B. Conference Attendance

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

C. Professional Education

The Board agrees to allocate Seven Thousand (\$7,000.00) Dollars for the purpose of providing funds for professional growth opportunities and/or requirements, including but not limited to college courses or conferences. The Administrator shall apply through the Superintendent or designee and the Professional Development Committee for reimbursement of tuition fees, etc. Mileage is not reimbursable.

ARTICLE XIX - ADMINISTRATIVE PROFESSIONAL WORK CALENDAR

A. Professional Work Calendar

1. Administrators will work according to the negotiated teacher work calendar with the exception of:
 - a. Directors, Elementary Principals and all Assistant Principals will work forty-two (42) week calendars. The calendar will be jointly scheduled with the AAA and Central Office. A week is defined as a minimum of four days; shorter work weeks may be combined to qualify for a week.
 - b. Middle and High School Principals' work calendars will begin August 1st and end June 30th.

Elementary Principal----- 42 weeks
High School Assistant Principal----- 42 weeks
Middle School Assistant Principal----- 42 weeks
Athletic Director----- 42 weeks
 - c. With a supervisor's prior approval, the last work week of an administrator's contract may be rescheduled.
 - d. The Dean of Students shall start work one week before the first teacher work day and finish one week after the last teacher work day.
2. In the event of an extended school year resulting from, but not limited to, an employee strike or work slow down, weather conditions, unscheduled delays, severe storms, fires, epidemics, health conditions or an Act of God, the Administrators shall continue to perform all duties in accordance with the provisions of this contract without additional compensation. (Refer to Article XIII Inclement Weather)
3. In addition, it is acknowledged by the Association that to be periodically available (without pay) for consultation during times when work is not scheduled is a professional responsibility and a reasonable expectation of Association members.
4. It is also acknowledged by the Superintendent that proper notification in planning periodic meetings is a consideration and responsibility of that office.
5. Personal emergency/business leave 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 administrator must use a personal emergency/business leave day immediately before or after a vacation period or holiday, or on parent-teacher conference days or nights, the administrator shall request the time from Human Resources and explain the need to use the personal emergency/business leave days.

B. Hours of Work

In order to obtain efficiency in the operation of the District's schools, and to provide the best possible educational program to the pupils served thereby, it is essential for Administrators to work a schedule which reasonably permits the flexibility necessary for the achievement of such goals. Such a schedule will, on some occasions, involve work outside of the school building and frequently outside the regular school day. The professional discretion of the Superintendent in scheduling hours of work will be respected insofar as such discretion is reasonable and consistent with school programs and the aims aforesated.

ARTICLE XX - ADMINISTRATIVE SALARY SCHEDULE

A. Salary Schedule

The 2020-21 salary schedule, No Steps for 2020-21:

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
*H.S. Principal	98,533	100,108	102,668	104,732	106,826	108,963
*M.S. Principal	93,881	95,435	97,169	99,122	101,104	103,127
*Elem Principal	87,171	87,664	90,890	92,717	94,571	96,463
**H.S. Ass't. Principal	80,087	81,512	84,471	86,168	87,892	89,650
**M.S. Ass't. Principal	80,087	81,512	84,471	86,168	87,892	89,650
**Athletic Director	80,087	81,512	84,471	86,168	87,892	89,650
***Dean of Students	75,478	75,927	76,686	77,453	79,002	80,582

**Any movement to HS, MS, or EL Principal classifications will begin 2 steps lower on the scale.*

***Any movement within these classifications will remain on the current step and continue the progression. If a principal position is accepted by an Asst. Principal or Athletic Director, the placement will be on Step 1.*

****Any employee that is on Step 5 or 6 for Dean of Students that moves to an Assistant Principal position shall be placed on Step 3.*

B. Recognition of Education

The Board will recognize advanced coursework as follows:

1. An Administrator with a MA + 15 will receive an additional One Thousand (\$1,000.00) Dollars added to his/her base salary.
2. An Administrator with a Specialist will receive an additional One Thousand Five Hundred (\$1,500.00) Dollars added to his/her base salary in addition to #1 above.
3. An Administrator with a PhD or EdD will receive an additional Two Thousand (\$2,000.00) Dollars added to his/her base salary in addition to #1 and #2 above.

C. Longevity

1. The Board will provide longevity payment for years of administrative service to the district as follows:
 - a. At the beginning of the 8th, 9th, and 10th year One Thousand (\$1000.00) Dollars.
 - b. At the beginning of the 11th, 12th, 13th, 14th and 15th year - an additional One Thousand (\$1000.00) Dollars.
 - c. At the beginning of the 16st year and beyond - an additional Fifteen Hundred (\$1500.00) Dollars.

D. Multiple Building Assignment

An Administrator who is voluntarily assigned more than one (1) K-12 building shall receive a per diem rate equal to 15% of their per diem rate of their current assignment, per additional building assigned for a duration of less than twelve weeks, 20% for thirteen weeks to twenty-four weeks, and

25% for more than twenty-four weeks. The administrator will also receive the highest rate of mileage reimbursement at \$400.00. The position of Dean of Students is a multi-building assignment; therefore, the multiple building assignment language does not apply to this position. Effective July 1, 2019, if the Athletic Director is shared between the Middle School and the High School, the multiple building assignment language does not apply and no additional Assistant Principal duties would be assigned, with the exception of lunch coverage and building coverage in the absence of the Principal. Effective December 1, 2019, the Multiple Building Assignment language does not apply to the Assistant Principal shared between Springbrook and Alexander.

E. Summer School Program

The Summer School Director positions (K-5, 6-8, 9-12) shall be filled by members of the Administrative staff. Summer School will begin at a time mutually agreeable to the Director and the Board, not to exceed thirty-four (34) days in total. The Summer School Director(s) will be compensated at \$200.00 per diem rate per day. A \$500.00 stipend will be paid for working with a summer school intern if the internship is approved by Human Resources.

F. Position Vacancy

In the event that a principal or assistant principal position is vacant beyond five (5) weeks, additional compensation will be paid to the affected administrator at the rate of 25% of their salary, retroactive to the date of the vacancy. If more than one individual is assisting with the vacancy, they will share the additional compensation.

G. Curricular Coordination

At the sole discretion of the Superintendent, stipends may be awarded for district curricular subject area coordination in the core subject areas including PE/Health. The stipends are:

K-5	Math, Language Arts, Social Studies, Science	\$1,500
6-12	Math, Language Arts, Social Studies, Science	\$1,500
K-12	Physical Education/Health	\$1,500
	Special Projects - Discussion at Labor Management	\$1,500

H. If all other District union groups agree to a move to a bimonthly pay cycle instead of a bi-weekly pay cycle, an automatic reopener will be triggered. The District would provide a minimum of 60 days notice to all employees, and would only change at the beginning of a contract year.

I. An Administrator that is assigned to coach shall receive the standard rate of pay and be approved by the Superintendent.

J. An Administrator that chooses to move into the Adrian Public Schools District boundaries shall receive a onetime \$2,000 moving stipend or reimbursement of moving expenses up to \$2,000.

K. Pursuant to section 1250 of the revised school code RSC (MCL380.1250), merit pay shall be effective for 2020-21, 2021-22 and 2022-23 school years for administrators, as follows. Administrator must be employed as of June 1st to be eligible. All merit pay will be paid no later than the last pay in June. The merit pay categories are as follows:

1. Any Administrator achieving an “effective” or “highly effective” overall evaluation rating with no sub-categories as “ineffective”, and successful completion of all goals will receive \$500.
2. Any Administrator who increases the number of students meeting growth targets in identified grade levels and subject areas within NWEA, \$50 per grade and subject, in six areas, to be established by the Superintendent no later than September 1st.
3. Any Administrator who increases the District level M-STEP, PSAT or SAT results over the

previous year in the same grade level and subject area shall receive \$50 per grade and subject for six pre-identified areas, to be established by the Superintendent no later than September 1st. The most recent official data available by June 1st will be used.

ARTICLE XXI – AUTOMOBILE AND CELL PHONE USAGE

Payment for in-district automobile usage shall be as follows, payable at the beginning of each school year or the Administrator may choose to submit actual mileage for reimbursement.:

- | | |
|---|----------|
| 1. High School Principal ----- | \$350.00 |
| 2. Middle School Principal----- | \$350.00 |
| 3. Assistant High School Principal----- | \$300.00 |
| 4. Assistant Middle School Principal----- | \$300.00 |
| 5. Elementary Principal----- | \$300.00 |
| 6. Director of Athletics ----- | \$400.00 |

Payment for cell phone usage on a personal cell phone plan will be in the form of an annual stipend.

Administrative Cell Phone Stipend ----- \$240.00

ARTICLE XXII - EFFECTIVE DATES OF CONTRACT

A. Duration of Agreement

1. This Agreement shall be effective July 1, 2020 and shall remain in effect until June 30, 2023. There shall be an economic reopener for the 2021-22 and 2022-23 school year.
2. This Agreement may be amended at any time by the mutual written agreement of both parties. It is understood that any amendments agreed upon shall be reduced to writing and distributed by the Board to all members of the bargaining unit.

ADRIAN PUBLIC SCHOOLS

Both Ferguson

6/24/20

Date

ADRIAN ADMINISTRATORS
ASSOCIATION

[Signature]

6-24-20

Date

Michael Perez

June 24, 2020

Date

Appendix A

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, Paradigm Equities Inc., 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.

LETTER OF AGREEMENT

Whereas, the Association and the Board agree:

- 1) Deb Agnew, Director of Special Education, will receive four (4) additional days paid at her per diem.

This is precedent setting.

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the Adrian Administrators Association, (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, 2023 , subject to the post-expiration obligations specified in paragraph 4 of this document.

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