



**Adrian Educational Support
Personnel Association**

Contractual Agreement between the Board of Education
of the School District of the City of Adrian and
Adrian Educational Support Personnel Association, MEA-Affiliates of NEA

July 1, 2005 - June 30, 2007

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MEA
P F E

LETTER OF AGREEMENT

This agreement is entered into this seventh day of December 2005 by and between Adrian Educational Support Personnel Association, MEA/NEA (the Association), and the Adrian Public Schools and the School District of the city of Adrian (the Board).

Whereas, the Board wishes to assist the paraprofessionals at McKinley and Garfield Elementary Schools to reach the highly qualified requirement under the Elementary-Secondary Education Act/No Child Left Behind (ESEA/NCLB),

It is agreed:

The paraprofessionals at McKinley and Garfield Elementary Schools will be provided an opportunity to take the Work Keys test prior to June 2006.

The Board will pay for the Work Keys test. If a paraprofessional fails the test, the paraprofessional will be responsible for the cost to retake the test.

If there is training available, the Board will provide an opportunity and will pay for the training costs.

Paraprofessionals will be released with pay if the training/testing is held during work hours.

If the paraprofessionals at McKinley and Garfield Elementary ~~Elementary~~ Schools currently meet the requirements of ESEA/NCLB, there is no requirement to take the Work Keys test.

For the Association:

J. Tomblin

Date:

12-8-05

For the Board:

Robert M. Baus

Date:

12/8/05

LETTER OF AGREEMENT

This agreement is entered into this 18th day of November, 2005, by and between the Adrian Educational Support Personnel Association, MEA/NEA (the Association) and the Adrian Public School District of the City of Adrian, Michigan (the Board).

Whereas, the Association and the Board agree:

1. That the two probationary employees below will be included in open enrollment for 1/06 – 1/07 and included in eligibility for calculating the cash-in-lieu formula.

Ivy Hutchinson
Halina Haddix

2. The following calculation was used to figure the cash-in-lieu formula for 1/06-1/07:

Employees eligible for health benefits

35	Head Start & School Readiness
<u>14</u>	Food Service
49	Total

$$49 * 40\% (.4) = 19.6$$

Therefore, 20 employees to receive the increased cash-in-lieu

For the Board: Walter M. Brown Date: 11/28/05

For the Board: _____ Date: _____

For the Association: J. Tomblin Date: 11-18-05

For the Association: Joyce Banks Date: 11/18/05

LETTER OF AGREEMENT

This agreement is entered into this 18th day of November, 2005, by and between the Adrian Educational Support Personnel Association, MEA/NEA (the Association) and the Adrian Public School District of the City of Adrian, Michigan (the Board).

Whereas, the Association and the Board agree:

1. There will be a benefits reopener for K-12 and Food Service in 2006-07.
2. There will be a wage reopener for K-12 in 2006-07.

For the Board: Thomas M. Bauer Date: 11/28/05

For the Board: _____ Date: _____

For the Association: J. Pombian Date: 11-18-05

For the Association: Jaye Banks Date: 11/18/05

LETTER OF AGREEMENT

This agreement is entered into this 10th day of November, 2005, by and between the Adrian Educational Support Personnel Association, MEA/NEA (the Association) and the Adrian Public School District of the City of Adrian, Michigan (the Board).

Whereas, the Association and the Board agree:

1. That the following holidays will be paid for the 2005-06 school year for employees that are eligible:

New Year's Eve Day

New Year's Day

Good Friday

Memorial Day

July 4th

Labor Day

Thanksgiving Day

Day After Thanksgiving

Christmas Eve Day

Christmas Day

One day during the Christmas-New Year Break

For the Board: William M. Bacon Date: 11/10/05

For the Board: _____ Date: _____

For the Association: Janet Tombaugh Date: November 10, 2005

For the Association: Gaye Banks Date: 11/20/05

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AGREEMENT

This Agreement is made and entered into this first day of July, 2005, by and between the Adrian Public Schools Board of Education (hereinafter called the Board) * and the Adrian Educational Support Personnel Association (AESPA), MEA/NEA (hereinafter called the Association).

* In all cases when the language refers to the Board this shall encompass the Policy Council of both the Head Start/Readiness Program. With regards to Head Start and School Readiness this Agreement is also with the Policy Council.

ARTICLE I - PURPOSE AND INTENT

The general purpose of this agreement is to set forth, wages, hours, terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the school children of the Adrian Public Schools, the Board, the employees and the Association.

1. The parties recognize that the interest of the Board and the job security of the employees depend upon the Board's success in establishing a proper service to the involved communities. Further that the parties recognize that the ability to accomplish these goals is dependent upon adequate levels of funding. To these ends, the Board and the Association encourage to the fullest degree cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE II - RECOGNITION

1. The Board recognizes the Association as the sole and exclusive bargaining representative for the following classifications of hourly employees.
 - A. K-12
 - Paraprofessional – Media
 - Paraprofessional – Program
 - Paraprofessional – Student/Bus
 - Paraprofessional – Playground/Lunchroom
 - Paraprofessional - In School Suspension
 - B. Food Service
 - Van Driver
 - Cashier
 - Prep
 - Server
 - Dishwasher
 - Baker
 - Food Service Assistant
 - Assistant Cook
 - Head Cook
 - High School Prep
 - C. Head Start and School Readiness
 - Transportation Assistant
 - Nutrition Assistant
 - Teacher Assistant
 - Teacher/CDA or Equivalent
 - Teacher/AA
 - Teacher/BA/ZA

The Association President and/or designee and the Adrian MEA office will receive a written notice from the Business Office within no less than twenty (20) calendar days when there is a new employee in the bargaining unit. The notification will list the date of hire, projected end of probation, rate of pay, classification/position, bargaining unit member's name, address, work site, hours per week, and any other relevant data.

The Association President and/or designee and the Adrian MEA office will receive a written notice from the business office within no less than twenty (20) calendar days when there is a change in employment status of a bargaining unit member such as a leave of absence, retirement or resignation. The notification will list the bargaining unit member's name, address, work site, classification/position and any other relevant data.

All Supervisory, Administrative Assistant, Custodial/Maintenance, Transportation, State and Federal Instructional Assistant, Head Start and School Readiness Family Support Coordinators, Head Start and School Readiness Curriculum Specialists, Head Start and School Readiness Program Assistants, contracted services and confidential employees are excluded.

2. Unless otherwise indicated, use of the term "Employee"/"Bargaining Unit Member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.
3. Approved Work Calendar - All reference to work days shall be in accordance with the approved work calendar provided to the employee prior to the start of the school year.
School Calendar Days - All references to school calendar days shall include actual work days, paid leave and break days. The summer months will not be part of the school calendar days.
4. Full-Time is defined as working thirty (30) hours or more per week.
5. Part-Time is defined as working less than thirty (30) hours per week.

ARTICLE III - BOARD RIGHTS

1. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
2. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
 - B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
 - C. Head Start and School Readiness. In the event there is a conflict between Policy Council policies and procedures this Agreement shall prevail.
 - D. The right to direct the work force, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.

- E. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
 - F. Adopt reasonable rules and regulations.
 - G. Determine the qualifications of employees, including physical requirements.
 - H. Determine the location or relocation of its facilities, including the establishment or relocations or new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
 - I. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
 - J. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 - K. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in this Agreement.
 - L. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
3. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan, and the Laws of the United States.
4. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

1. The parties recognize and agree that neither shall discriminate against any employee because of race, religion, color, creed, gender, age, national origin, disabilities unrelated to the ability to perform the duties of the position, sexual orientation, membership in or Association with the activities of any Association. The parties will work together to assure equal employment opportunities for all.

ARTICLE V - PROHIBITION AGAINST STRIKES

1. There shall not be any strike action of any type engaged in, or encouraged, by the Association against the Board. The Association will take affirmative steps to discourage and prevent strike action against the Board by its members. If the schools are closed due to strikes or other unauthorized work stoppages, the Board will pay wages only to those employees who work.

ARTICLE VI - EMPLOYEE ASSOCIATION RIGHTS

1. Pursuant to applicable Michigan Statutes, the Board hereby agrees that every employee of the Board covered under this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining. The Board will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 of the State of Michigan or of the Constitution of the United States.

2. Association Meetings

The Association and its members may use the school building facilities at reasonable times and hours for meetings as long as it does not interfere with the job responsibilities and operations and when such buildings are available. Such use of the building for Association meetings must be arranged for with the building principal/program director in advance. The administration retains the right of room assignment.

3. Freedom of Information Act Requests

The Board agrees to furnish to the Association, in response to timely requests, under the Freedom of Information Act (FOIA), all available public information in the form it is maintained by the Board concerning the financial resources of the district/Head Start and School Readiness program, together with other information which may be necessary for the Association to process any grievance or complaint, provided that personal information respecting individual Association members shall not be disclosed.

4. Payroll Deduction of Dues

A. The Board shall make dues or service fees deductions from each employee's pay for employees submitting signed payroll deduction authorization forms to the Board and remit to the designated financial officer of the Association the full amount collected no later than twenty (20) days after each designated deduction date together with a listing of each employee, the employee's social security number, and the amount that is deducted. Any member desiring to contribute to the Political Action Committee (PAC) shall notify the Association by October 1 as to his/her intentions.

1. The Association President shall notify the Payroll Office in writing of the amount of dues or any changes in the amount no later than twenty (20) days prior to a designated deduction date.
2. Authorization forms shall be on file in the Payroll Office at least twenty (20) days prior to a designated deduction date. The Association shall submit a list of employees and the amount to be deducted from each employee.
3. Designated deduction dates shall coincide with pay periods.
4. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days from the first day of active employment shall, as a condition of employment, pay a service fee to the Association. The employee may authorize payroll deduction for such fee in the same manner as dues deduction or the employee shall pay the service fee directly to the Association.
5. In the event that the employee shall not pay such Service Fee directly to the Association or authorize payroll deduction, the Board shall at the written request of the Association either deduct the service fee from the employee's wages and remit same to the Association or dismiss the employee for just cause within ninety (90) days of receipt of the Association's written notice.
6. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken by the Board in complying with this Article, or in reliance upon claims by the Association that an employee must be discharged because she/he is not a member of the Association in good standing, or that the employee has failed to comply with the conditions of this Article.

B. An annual training session will be held on Direct Deposits so that employees understand the process. Forms will be available at this training session.

5. Association Representatives Authorized Time

Association representatives shall not lose time or pay for authorized time spent in grievance hearings, or negotiations during their regular scheduled working hours, after arrangements have been made with their immediate supervisor, provided the activities cannot be scheduled outside the working day.

6. Grievance Administration

A. Contract Administration and Grievance Handling

The parties agree to handle contract administration in such a way as to provide a minimum of interference with the Board's functions. Additionally, it is agreed that the following rules of conduct shall apply for all Association members involved in the grievance procedure.

B. Employee Representation

An employee shall be entitled to have Association Representation present in any meeting with administration in which the employee is to be disciplined or in which the employee is under investigation which could lead to discipline against the employee under Article XXV, Discipline and Discharge. When a request for such representation is made, no further action shall be taken until representation can be present.

C. Association Representation

Association Representation may be a bargaining unit member or officer from the Association and/or the MEA Uniserv Director.

7. Grievance Presentation and Investigation – Association Representative(s)

For a maximum of one (1) hour Association Representative(s) will be released during their work hours for the investigation and a maximum of one (1) hour, which includes travel between buildings, for the presentation of grievances provided that the Association Representative(s) must first obtain the permission of the Board or designee before leaving the work assignment. The Board has the right to refuse such permission if said release would cause substantial interference with the program functioning (such as resulting in the need to hire a substitute). In such an event the action will be postponed.

8. Printing of Agreement

The Board will be responsible for the cost of publishing this Agreement.

9. Association Communication

The Association shall have the right to post official notices approved by the Association of activities and matters of Association concern on existing bulletin boards, at least one (1) of which shall be provided in each school building and the Association shall have the right to use the interschool mail carrier system, the District's e-mail and fax systems for local usage to send notices and other Association information to members.

10. Employee Network Access Regulations

All employees will be provided with a copy of the Network Access Regulations. The District Network Access Policy is subject to change without notice. The District Network Administrator will post any changes to the Network Access Policy in an appropriate location on the Network. Changes in the policy will be sent to all employees and a new policy will need to be signed by each employee.

11. Labor Management Committee

During the life of this agreement, separate paid Labor Management Committees for Head Start/School Readiness and K-12 paraprofessionals will be formed for the purpose of resolving potential grievances, addressing concerns, discussing new approaches and programs or anything else that could impact the employees represented by this Agreement. The meetings will have an agenda and will consist of no more than three (3) elected association members and two (2) administrators.

The Association and the Board will conduct Labor Management Committee meetings September through May. Meeting date and time may be changed through mutual agreement.

ARTICLE VII - EMPLOYEE EVALUATIONS

1. Purpose

Members of the unit shall be subject to an evaluation process. The purpose of the evaluation process is: 1) Recognize accomplishments; 2) Provide accurate feedback related to performance; 3) Link employee objectives to the Mission of Adrian Public Schools; and, 4) Address areas that do not meet expectations through a Plan for Improvement. The evaluation process is not part of the progressive discipline process. (See Article XXV, Discipline-Discharge for the progressive discipline process.)

2. Frequency

A. K-12 and Food Service

K – 12 and Food Service employees shall be evaluated in writing at least once every two (2) years by the immediate supervisor or designee with input from other staff, if appropriate. Evaluation of the Food Service program shall not be part of any individual employee's evaluation.

B. Head Start and School Readiness

Head Start and School Readiness employees shall be evaluated in writing each year by the immediate supervisor or designee with input from other staff, if appropriate.

3. Evaluation Document

The Board will determine the evaluation document format.

4. Job Description/Expectations

The immediate supervisor will provide the employee with a job description and job expectations upon hire or transfer.

5. Probationary Period

Each specific classification shall receive a copy of the evaluation document from their immediate supervisor upon completion of the employee's probationary period.

6. Notification

Employees will be notified no later than October 1st if they will be subject to the evaluation process and informed of any changes to the evaluation document.

7. Criteria

The job performance criteria will be: Basic job knowledge and skills; Performance of assigned duties; Interpersonal relationships with staff, parents and students; Care and use of equipment and facilities; Ability to follow directions and accept responsibility; Promptness and attendance to job.

8. Evaluation Conference

Evaluation conferences may include the immediate supervisor and other supervisory staff, if appropriate. The employee may have Association Representation or fellow employee in the conference if they choose.

9. Presentation of Evaluation

The evaluator shall complete and present the evaluation, in the evaluation conference, no later than three (3) calendar weeks or fifteen (15) workdays prior to the end of the employee's work year.

10. Plan for Improvement.

Concerns may be addressed with a written plan for improvement that indicates reasonable correction measures, expectations, duration of the plan, reasonable measures of attainment and administrative assistance that will be provided.

Unsatisfactory expectations not noted in the employee's subsequent evaluations shall mean the expectations have been met.

11. Copy of Evaluation/Personnel File
The employee is provided a confidential copy of the completed evaluation, the original is placed in the employee's personnel file located in Human Resources.
12. Employee Response to Evaluation
If an employee disagrees with the performance evaluation, they may submit a written rebuttal within five (5) work days. The written rebuttal will be attached to the performance evaluation for placement in the employee's personnel file located in Human Resources.

ARTICLE VIII - SAFETY

1. The Board will take reasonable measures in order to protect the employees from any present or potential job hazards which the employees may encounter at their places of work in accordance with the Michigan Occupational Safety and Health Act (MIOSHA).
2. Employee Notification to Board
The employee will notify the Board in writing of any suggested job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.
3. Employee Responsibility
Employees recognize their responsibilities to comply with all applicable health and safety regulations that have been given to them in writing.
4. Classroom Discipline Problems
An employee will notify the Board and the classroom teacher of any discipline problems in the classroom.
5. Board Support
The Board shall support employees in maintaining school discipline as outlined in the student code of conduct, Board policy, and Head Start & School Readiness program curriculum.
6. Board Policies
The Board will make policies available to each employee upon request.
7. Report of Threat, Assault and/or Battery
Any case of threat or assault and battery upon an employee shall be promptly reported to the Board. The employee shall reduce to writing a full account of the threat or assault and battery and provide the Board with any information which will substantiate the action.
8. Liability Protection
If any employee is sued while in the performance of a school function, and the employee's actions are within the scope of the Board policy and applied in a prudent manner, the Board will provide a legal liability insurance policy for the protection of the employee. Liability protection shall be limited to the amount provided by the insurance coverage.
9. Report of Injuries and/or Accidents
Employees of the District are to immediately report injuries and accidents, which occur while on duty, to their supervisors. Worker's Compensation reports must be filled out before going to the doctor's office, unless it is an emergency.
10. Payment for Lost Time
Employees will be paid up to four (4) days for time lost due to a work related injury. The four (4) days will only be paid if the employee is not compensated for same through worker's compensation.
11. Medical Treatment/Transportation
In the event an employee is injured, a decision on appropriate medical treatment will be made by the injured employee and the building principal/administrator. If immediate medical care is warranted, the employee will be transported to a medical facility by a District representative or via ambulance.

12. Annual Classroom Plan

At the beginning of each school year a meeting is to be held in each building between the building principals, Paraprofessionals – Program, Paraprofessionals – Student, and teachers of the EI and EMI classrooms. The purpose of the meeting is to develop a plan of action to handle disruptive students. The plan will be shared with parents and students.

ARTICLE IX - JURISDICTION

1. Work performed by non-bargaining unit personnel shall be performed as has been the case historically, but all such work performed shall in no way affect the employment status of the employees covered by this Agreement, nor shall such non-bargaining unit work be performed to avoid the payment of overtime. The Board will make every effort to acquire substitutes when needed. Examples of non-bargaining unit work would be such as, but not limited to:
 - A. Teachers preparing classroom and classroom materials
 - B. Work performed by administrators/supervisors
 - C. Work performed by other non-Association support personnel
 - D. Teachers or others preparing for parent conferences, workshops, meetings, etc.

ARTICLE X - CONTRACTUAL WORK

1. Should subcontracting become a viable fiscal necessity and certain Association members remain Board employees, the Board agrees to continue negotiating with the Association representing these employees.

ARTICLE XI - SENIORITY

1. Definition

A. K-12 and Food Service

Seniority shall be defined as the length of an employee's continuous service within his/her respective classification from his/her most recent date of hire.

Date of hire shall be defined as the employee's first work day.

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the date of hire.

Seniority shall not transfer from one classification to another, however, the employee will retain seniority in their former classification.

B. Head Start and School Readiness

Seniority shall be defined as the length of an employee's continuous service within his/her respective classification from his/her most recent date of hire.

Date of hire for Head Start and School Readiness shall revert to the first work day only after Board approval and completion of pre-employment requirements within thirty (30) calendar days of starting work.

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.

Seniority shall not transfer from one classification to another, however, the employee will retain seniority in their former classification.

2. Loss of Seniority
An employee will lose their seniority for the following reasons:
 - A. The employee resigns.
 - B. The employee is discharged for cause, and such discharge is not reversed through the grievance procedure.
 - C. The employee retires.
 - D. Abandonment of the job.
 1. Abandonment of the job (failure to report to work) shall be defined, for the purposes of this contract as:
 - a) Failure to report an absence(s) from work to the employer shall be deemed as misconduct and subject to progressive discipline up to and including termination.
 - b) Failure to report to work for seven (7) consecutive work days without cause or notification to the employer will be considered abandonment of the job.
3. Accumulation – Layoff
Seniority shall be retained, but not accumulated for an employee on layoff pursuant to this Agreement.
4. Accumulation – Unpaid Leave of Absence
Seniority shall be retained, but not accumulated for an employee on an unpaid leave of absence pursuant to this Agreement.
5. Accumulation – Paid Leave of Absence
Seniority shall continue to accumulate for an employee on any paid leave of absence pursuant to this Agreement.
6. Accumulation – Workers Compensation
Seniority shall continue to accumulate for an employee on workers compensation.
7. Seniority Lists
Seniority lists for each classification, including work location, will be furnished to the Association Officers on the Friday after Labor Day of each school year.
8. Classifications:
See Article II, Recognition for bargaining unit's classifications.

ARTICLE XII - PROBATIONARY STATUS

1. Length of Probation
Employees hired in the bargaining unit shall be considered probationary employees for the first ninety (90) school calendar days of their employment.
2. Seniority
There shall be no seniority among probationary employees.
3. Seniority List
When an employee finishes the probationary period their name shall be entered on the seniority list of the specific unit and they shall be ranked for seniority based on date of hire.

4. Benefit Eligibility
 - A. K-12, Head Start and School Readiness

Fringe benefits will begin after ninety (90) school calendar days, i.e. medical insurance, life insurance, personal/emergency days, sick days, holidays and vacation, if applicable.
 - B. Food Service

Fringe benefits begin the date of hire, medical insurance, life insurance, personal/emergency days, sick days, holidays and vacation, if applicable.
5. Temporary Employees

Temporary employees are those who are regularly scheduled to work, but such employment shall not exceed ninety (90) school calendar days. In the event that a temporary employee is hired as a permanent employee, his/her time worked as a temporary employee shall count towards establishing seniority status.

 - A. Short Term

Any temporary employee who is hired for a short-term specific period of time (no more than ninety [90] school calendar days) shall not be part of the bargaining unit.
 - B. Long Term

Any temporary employee who is hired for a long term basis of more than ninety (90) school calendar days shall be a member of the bargaining unit and subject to all the provisions within the Agreement.
6. Break in Continuous Service

A break in continuous service will disqualify the employee for any benefits afforded by the Agreement.
7. Association Representation of Probationary Employees

The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement. The Association may represent probationary employees in disciplinary matters.
8. Unsatisfactory Work Performance of Probationary Employees

If at any time during the employees probationary period the employee's work performance is unsatisfactory the employee may be dismissed by the Board without appeal/cause. A written reason will be provided.
9. Extension of Probationary Period

The Board may extend the probation of a probationary employee only with the mutual written agreement of the Association.
10. Evaluation Document

Each employee shall receive a copy of the evaluation document from their immediate supervisor upon completion of the employee's probationary period.

ARTICLE XIII - VACANCIES, TRANSFERS AND ASSIGNMENTS

1. Staffing Levels

Administration will determine the staffing levels at each building based on criteria such as student population, student needs, and program requirements.
2. Definition of Vacancy

A vacancy shall be defined as a newly created position or a present position that is not filled due to a resignation, transfer, retirement, discharge for cause, and such discharge is not reversed through the grievance procedure or abandonment.

3. Posting of Vacancies

- A. The Board will post all vacancies for five (5) work days for internal applicants.
- B. For the purposes of this article, internal applicants shall mean bargaining unit members within the same classification as the vacancy and currently working for the school district within the AESPA unit.
- C. If no bargaining unit member within the same classification applies and there are members on layoff within the classification, the Board will offer the vacancy starting with the most senior member on layoff.
- D. If there are no bargaining unit members on layoff, the vacancy will be available to all bargaining unit members to apply.
- E. If no bargaining unit members apply and there are members on layoff outside of the classification of the vacancy, the Board starting with the most senior member on layoff outside the classification will be offered the vacancy.
- F. If no bargaining unit members apply or accept the recall the Board will post the vacancy as a new job opportunity to external candidates. The vacancy as a new job opportunity does not preclude any bargaining unit members to apply for the vacancy.

Posted vacancy notices will include the title of the position, location, date of posting, date internal job opportunity/transfer requests are due and any special requirements or expectations of the position.

Vacancies will be communicated to employees by the following: 1) e-mail to all employees; 2) mail or fax to Building Representatives; 3) building bulletin boards; 4) District Job Line (517) 264-6677; and 5) District web site: www.adrian.k12.mi.us.

4. Notification of Building Representatives

The Association will provide the Board, on the first day after the first Association meeting of the school year, a listing of all AESPA Building Representatives. All AESPA Building Representatives will be responsible for distributing job posting information to the Association employees.

5. Filling of Vacancies

All positions vacated by a transfer, promotion, resignation, retirement and discharge for cause may be filled by temporary employees. All vacancies created by a promotion or transfer may be filled by temporary employees until the trial period is either completed or the promoted employee is returned to his/her previous position.

6. Promotion, Transfer and Involuntary Transfer

A. Promotion – Definition

Promotion for this section shall be defined as an increase in the rate of pay.

B. Promotion – Trial Period

A trial period shall be defined as the ninety (90) school calendar days immediately following an employee's promotion, during which the Board shall assess the employee's ability to successfully fulfill the responsibilities and requirements of the new job. It is the Board's right at any time within or upon completion of the trial period to determine the employee's inability to successfully fulfill the responsibilities and requirements of the job and to return the employee to their previously held position. No benefits will be lost during the trial period.

A newly promoted employee shall serve a trial period of ninety (90) school calendar days. A trial period is not a probationary period. During the trial period the newly promoted employee shall be evaluated by the Board. Should, at anytime, the employee's performance become unsatisfactory, he/she shall be returned to his/her previous position. Employee evaluations are not subject to the grievance procedure.

C. Promotion – Seniority

Seniority cannot be carried over to a new classification, but will be frozen in the previous classification.

D. Promotion – Benefits

There shall be no loss of benefits in the event the employee changes classification.

E. Transfer - Definition

A transfer is defined as movement from one position within a job classification to another position within that same classification. For example, a Food Service employee transfers within the Food Service division, baker to baker.

F. Transfer – Trial Period

A trial period shall be defined as the ninety (90) school calendar days immediately following an employee's transfer, during which the Board shall assess the employee's ability to successfully fulfill the responsibilities and requirements of the new job. It is the Board's right at any time within or upon completion of the trial period to determine the employee's inability to successfully fulfill the responsibilities and requirements of the job and to return the employee to their previously held position. No benefits will be lost during the trial period.

An employee who requests, and is granted, a transfer will serve a trial period of ninety (90) school calendar days. A trial period is not a probationary period. During the trial period the employee shall be evaluated by the Board. Should, at anytime, the employee's performance become unsatisfactory, he/she shall be returned to his/her previous position. Employee evaluations are not subject to the grievance procedure.

G. Transfer – Seniority

Seniority cannot be carried over to a new classification, but will be frozen in the previous classification. If there is no classification change, seniority will continue to accrue.

H. Transfer – Benefits

There shall be no loss of benefits in the event the employee changes classification and/or job category.

I. Involuntary Transfer

Involuntary transfers may be necessary and the Board reserves the right to involuntarily transfer any employee to another position within their classification should the need arise.

In the event a voluntary transfer is being considered the Board will contact the Association to discuss.

The Board will first seek to find a volunteer who is qualified for the position and who best matches the job requirements before involuntarily transferring another Association member.

J. Involuntary Transfer- Seniority

Seniority cannot be carried over to a new classification, but will be frozen in the previous classification. If there is no classification change, seniority will continue to accrue.

K. Involuntary Transfer - Benefits

There shall be no loss of benefits in the event the employee changes classification.

7. Temporary Replacement Personnel – Leave of Absence.

The Board reserves the right to fill all leave of absence vacancies with temporary replacement personnel. If the leave of absence is for one hundred eighty (180) school calendar days or more, the vacancy will be posted. Any temporary replacement personnel shall not be covered under the terms of this Agreement.

The employee on a leave of absence of more than one hundred eighty (180) work days will have the right to return to a position they are qualified for within their classification(s) providing a vacancy exists. However, an employee on a medical leave of absence may return to a position for which he/she is qualified, providing a position exists, upon written medical release of his/her physician, even if the leave is for more than one hundred eighty (180) work days.

8. Annual Staffing Process/Assignment

Administration will determine the staffing level at each building based on criteria such as student population, student needs, and program requirements.

K-12, Head Start and School Readiness

Staffing and assignments will be reviewed with the Association. The Association will provide input into staffing and assignment. Assignments will be reviewed with the Association President and/or designee prior to implementation.

In the event an assignment has less hours than the employee's current assignment, the least senior employee of that classification will receive the reduced assignment. Employees who will be affected by a change in hours will be notified and consulted by the appropriate administrator as soon as possible.

ARTICLE XIV - LAYOFF/REDUCTION IN HOURS AND RECALL

1. Layoff/Reduction in Hours- Definition

Layoff/Reduction in hours shall be defined as a necessary reduction in the work force as determined by the Board.

2. Layoff/Reduction in Hours - Notification

No employee shall be laid off /reduced pursuant to a necessary reduction in the work force unless said employee shall have been notified in writing three (3) weeks prior to the effective date of layoff.

Volunteers will be sought for reduced assignments.

A copy of layoff notices will be provided simultaneously to the Association President.

3. Layoff/Reduction in Hours Procedure

The layoff/reduction procedure shall be individually applied within each classification as follows:

- A. Probationary employees shall be laid off/reduced hours first provided there are more senior employees who possess the qualifications, experience, and competency required to perform the job.

In the event non-probationary employees must be laid off/reduced hours, layoff/reduction shall be determined by the following order:

1. The least senior within the classification being laid off/reduced, provided there are more senior employees remaining within the classification who possess the qualifications, experience, and competency required to perform the job.
2. In the event an employee is laid off/reduced from a position and no position is available to the employee within the classifications in which the reduced employee has accrued seniority, the employee shall be laid off/hours reduced. Any member who is transferred to, or awarded a position in another classification, will have his/her seniority status in their previous classification frozen.

4. Recall

A. Recall Procedure.

When there is a vacancy employees shall be recalled in order of greatest seniority within the classification from which they were reduced or within any classification in which they have accrued seniority, provided no other employee on layoff has greater seniority in that classification and the employee possesses the qualifications to perform the duties of said position. In the event a tie exists, the employee with the greatest total years of service in the District shall be recalled first. (Also refer to Article XIII, Section III).

B. Notification of Recall

Notices of recall shall be handled by verbal contact with the employee first. If the employee is not available by phone, a letter will be sent by certified mail to the last known address as shown on the Board's records. The employee must respond to the Human Resources Manager within ten (10) days of the date of the certified letter sent from the Board in order to retain recall rights. If the employee does not respond to the Human Resources Manager, the Board will assume the employee has forfeited all recall rights.

C. Recall

An employee offered his/her former position or a comparable position, i.e. same job title, hours and pay to the one previously held who declines recall from layoff shall forfeit his/her recall rights.

D. Recall Rights – Non-Probationary Employees

All non-probationary employees shall remain on the recall list for a period of two (2) years or the length of their seniority, whichever is less. After an employee is deleted from the recall list he/she shall have no recall rights.

E. Recall Rights – Probationary Employees

Probationary employees shall have no recall rights.

ARTICLE XV - NEW JOBS

1. Job Changes

The Board has the right to add, delete or revise jobs/classifications at anytime. The Association shall be notified of such job changes in writing prior to the change. The Board shall place any new jobs into existing classifications providing the job falls under the guidelines of this agreement.

Association members have the opportunity to provide information regarding their job at any time.

2. New Job - Classification and Rate of Pay

The new classification and rate of pay shall be considered temporary for a period of ninety (90) school calendar days, following the date of written notification to the Association. During this ninety (90) school calendar day period, but not thereafter during the life of this Agreement, the Association may request in writing of the Board to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay, either as a result of the Association not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, the new classification shall be added to and become a part of this Agreement.

ARTICLE XVI - SPECIAL LEAVES

1. Eligibility

A. K-12, Head Start and School Readiness

Employee's must serve the probationary period provided in this contract before qualifying for special leave benefits, unless otherwise indicated.

B. Food Service

Food Service employees qualify for special leave benefits on their first day of work.

2. Sick Leave – Accumulation and Maximum

A. K-12

Employees, except Paraprofessional – Lunchroom/Playground, shall earn one (1) paid sick leave day per month for a guarantee of ten (10) days per year with a maximum accumulation of one hundred (100) days. For purposes of severance pay (Article XXI), the maximum will be three hundred fifty (350) hours.

A day equates to the number of hours the employee normally works. Days are converted to hours when they are accumulated or used.

See Article XXI, Severance regarding payout of accumulated sick days.

B. Food Service.

Employees shall earn one (1) paid sick leave day per month for a guarantee of ten (10) days per year with a maximum accumulation of one hundred seventy five (175) days.

A day equates to the number of hours the employee normally works. Days are converted to hours when they are accumulated or used.

See Article XXI, Severance regarding payout of accumulated sick days.

3. Use of Sick Leave Days

A. K-12, Food Service, Head Start and School Readiness

Sick leave days, and leave time for Head Start and School Readiness, shall be used for the following reasons:

1. Personal illness and/or disability which does not allow the employee to report to work.

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

2. Family illness which does not allow the employee to report to work. Family includes immediate members of the household, such as spouse, son, daughter, step-son, step-daughter, parents and grandparents. It does not include other relatives, etc.

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

4. Extenuating Circumstances - Request for Additional Days

In extenuating circumstances, the employee may use an additional two (2) special leave days, which, if approved are deducted from the employee's accumulated sick leave.

5. Return to Work

Employees who use sick days for a medical leave of absence will be required to provide the Board with a medical release to return to work prior to their return from leave.

6. Personal Business/Emergency Days

A. Accumulation

1. K-12 (except Paraprofessional – Playground/ Lunchroom) and Food Service

Three (3) personal business/emergency leave days are allowed each year. These days are granted at the beginning of the school year. (See Article XXIII, Section I for use of personal days during Emergency Closing).

Unused personal business/emergency days will be added to the accumulated sick leave bank in each school year.

2. Paraprofessional – Playground/Lunchroom

Two (2) personal business/emergency leave days are allowed each year. These days are granted at the beginning of the school year.

Unused personal business/emergency days will be added to the accumulated sick leave bank in a given year.

In addition, Paraprofessional – Playground/Lunchroom employees shall be allowed four (4) paid special leave days (five (5) paid special leave days in the 06/07 school year) prorated over the year with a maximum accumulation of twenty (20) days. (See Article XXIII, Section I for use of personal days during Emergency Closing).

B. Request for Use

The employee may verbally request a personal business or emergency day which should be as early as possible but in no case less than twenty-four (24) hours prior to the date of the absence, except in cases of emergency.

7. Funeral Leave Days

All employees covered by this Agreement shall be granted, by the Board, up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as spouse, children, parents, grandparents, grandchildren, mother and father-in-law, brothers, sisters, brothers and sisters-in-law. Where a special relationship has been established by the employee with a blood relative, the employee may request the Human Resource Manager/Director of Head Start/Readiness to grant up to two (2) days for funeral leave, minimum of one-half (1/2) day intervals.

8. Leave Time – Head Start and School Readiness

A. Annual

Employees will be granted leave time on July 1st of each year. A prorated amount will be granted if an employee becomes eligible for a different amount of leave time after July 1st. Employees must work at least the amount of hours indicated in the chart in Appendix K, during a typical workweek, to be eligible for the amount of leave time indicated.

B. Accumulation and Maximum

Employee's maximum accumulation of leave time is indicated in the chart in Appendix K. Workweeks are based on the typical workweek for each position. For purposes of severance pay (Article XXI), the maximums are also indicated.

See Article XXI, Severance Pay regarding payout of accumulated leave time.

9. Notice of Inability to Report to Work

Employees who are unable to perform their duties because of personal illness, family illness, extenuating circumstances or other special leave must notify their supervisor or designee at least one (1) hour prior to the start of the work day, or as soon as possible. Failure to do so shall result in a pay reduction and appropriate disciplinary action, except in the case of an emergency.

A. K-12 and Food Service

Employees, or designee, are to notify their immediate supervisor/building at least one (1) hour prior to their scheduled start time on the specific day they are absent so arrangements can be made for a substitute.

When calling in an employee or designee are to be prepared to provide a reason for the absence and any special instructions that are necessary.

B. Head Start and School Readiness

Employees, or designee, are to notify Head Start and School Readiness clerk or designee at least one (1) hour prior to the start of work on the specific work day they are to be absent so arrangements can be made for a substitute.

10. Association Leave

Unpaid leave for the Association President or his/her designee to attend Association conferences, workshops and seminars will be granted for up to the equivalent of five (5) workdays. Any additional unpaid leave request for Association conferences, workshops and seminars for the Association President or his/her designee shall be at the approval of his/her supervisor. Such leaves may be charged, at the option of the employee, to the employee's compensatory time and/or personal business leave. Notice for use of Association leave will be given to the immediate supervisor and the Human Resource Department.

ARTICLE XVII - JURY DUTY/COURT APPEARANCE

An employee who is required to serve on jury duty or is subpoenaed as a witness in a Board related case will be paid the difference between their pay for their court attendance and their regular pay or the employee shall have the option of turning the jury check over to the district and receiving his/her regular wage. The employee must provide verification that their attendance at court was required.

An employee who receives notification of jury duty or is subpoenaed to court shall notify the Board that their attendance at court is required on the next regular scheduled work day. An employee who fails to comply with this notification requirement shall not be paid for court attendance.

A Board related case is defined as a case where the Board is actually a party to the litigation or a case which is directly related to the employee's employment, or testimony is requested about a child or family.

The Board shall not pay the employee for attendance at a non-Board related court appearance.

ARTICLE XVIII - UNPAID LEAVES OF ABSENCE

1. Request for Unpaid Leave.

Those employees desiring an unpaid leave of absence shall make a written request at least six (6) weeks in advance, if possible, of the administration stating the reason for the leave, begin date and end date. Extenuating circumstances will be handled individually. Request forms are available from the employee's immediate supervisor or Human Resources.

All leave of absence requests require the review of the employee's immediate supervisor and Human Resources prior to approval/disapproval.

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

2. Length of Unpaid Leave of Absence

A. K-12 and Food Service

Unpaid leave of absences shall not exceed one hundred eighty (180) school calendar days. Unpaid leaves shall be subject to renewal at the discretion of the Board.

B. Head Start and School Readiness

Unpaid leaves of absence shall coincide with the employee's work calendar assignment days. Unpaid leaves shall be subject to renewal at the discretion of the Board.

3. Seniority – Unpaid Leave of Absence

Any employee on an unpaid leave of absence shall have their wage and seniority status frozen.

4. Benefits – Unpaid Leave of Absence

All benefits cease during the unpaid leave of absence, except for those situations in which the Family Medical Leave Act applies.

5. Return to Work - Unpaid Medical Leave of Absence

Employees who take an unpaid medical leave of absence will be required to provide the Board with a medical release to return to work prior to their return from leave.

6. Return to Work - Unpaid Leave of Absence

Employees on unpaid leave of absence shall be eligible to return to their classification(s) provided a position is available for which they are qualified to perform the work. If he/she is not qualified to perform the work, the employee shall remain on the unpaid leave of absence.

ARTICLE XIX - WORK HOURS

1. Work Calendar

A. Each employee in the classifications identified in Article II, Recognition shall be issued a yearly work calendar no later than mid August of each year. The normal work calendar shall coincide with the regularly scheduled school session days as approved by the Board.

B. K-12 and Food Service

1. Supervisors will determine if the employee shall work on non-instructional days/times during the regularly scheduled school year.

2. The following employees will work all teacher calendar workdays:

Paraprofessional – Media

3. K-12 Special Education Meetings: The student/program paraprofessionals will be invited to attend MET and IEP meetings for students assigned to the classroom. The paraprofessionals will be notified in the same fashion as the other staff invited to attend such meetings. The paraprofessionals will be paid for such meetings at their hourly rate. In the event the affected parent(s) of such students request the paraprofessionals not to be present, the paraprofessionals will not attend.

C. Head Start and School Readiness

1. Program Calendar

Each Head Start and School Readiness employee shall be sent an updated program calendar and opening information at least two (2) weeks prior to the opening staff meeting. Each employee shall receive a tentative program calendar, which will include information on pre-opening days, post days, home visits, and parent/teacher conference hours, prior to the last day of work each school year. If there are further program calendar changes, updated program calendars will be sent to affected employees.

2. Staff Contracts/Individual Calendars

Staff contracts and individual work calendars with specific hours and days identified will be distributed at the opening staff meeting.

3. Head Start Teacher Preparation Time

Teachers will receive preparation time at a minimum of one (1) hour per classroom session. In the event teacher's desire flexibility in his/her work time on non-child days, the request should be made to his/her respective manager. In the event a change affects the amount of preparation time available on a daily basis, input will be solicited from the teachers affected by the changes in work schedules. The Board and the Association will discuss prior to implementation.

2. Schedules

A. Work Week

The normal work week shall consist of five (5) days, Monday through Friday. The regularly scheduled work week shall consist of not more than forty (40) hours. The normal work day will vary according to the job classification and position. All employees shall adhere to their individual approved work schedule, as noted by the immediate supervisor.

B. Paraprofessional – Student - Assignments

Paraprofessionals-Student work each day the student they are assigned to is in attendance. If the student is not in attendance, planned or unplanned, every effort will be made to make work available for the Paraprofessional-Student. The Paraprofessional-Student may be reassigned at their building or offered work at another building. The Paraprofessional-Student will communicate availability to the building Administrative Assistant.

In the event the building principal/administrative assistant is aware a student will not be attending school every effort will be made to contact the Paraprofessional –Student prior to the Paraprofessional-Student reporting to work to determine if the Paraprofessional-Student desires work, if available.

If the Paraprofessional-Student is not notified by the building principal/administrative assistant and reports to work, the Paraprofessional-Student shall be paid for one (1) hour of work. Every effort will be made to make work available for the Paraprofessional-Student if they desire work.

3. Overtime

A. Rate

Time and one-half (1 1/2) will be paid for all time worked in excess of forty (40) hours in one work week.

B. Approval

All overtime must have administrative approval. If the immediate supervisor is not available to authorize the overtime, the employee shall contact the immediate supervisor's designee to obtain approval for the overtime. Failure to abide by the administrative directive could result in disciplinary action.

C. Head Start and School Readiness

The Board will solicit schedules from volunteers within the Association membership of the Head Start and School Readiness program twice during the program year, August and January. From this solicitation a Master Voluntary Additional Hours/Overtime list will be established.

In the event additional hours/overtime are required the Board will access the most recently established Master Voluntary Additional Hours/Overtime list. From this list additional hours/overtime will be offered to volunteers who have stated their preference.

In the event there are no volunteers or insufficient numbers of volunteers, the Board will assign the hours to an Association member within the Head Start and School Readiness Program by accessing the Manager-Based Rotating Additional Hours/Overtime list. A separate rotating list will be maintained for Child Care provided at Policy Council and related meetings.

A Manager-Based Rotating Additional Hours/Overtime list comprised of Association members within the Head Start and School Readiness Programs will be maintained by the Board. New employees to the Program will have their name added to the bottom of the applicable list.

The Association member within the Head Start and School Readiness Program whose name appears at the top of the applicable list will be notified by the Board of the assigned additional hours/overtime.

In the event an Association member is absent on a day they would be required or assigned to work additional hours/overtime their name remains at the top of the applicable list. The next Association member on the list will be assigned the additional hours/overtime and the absent employee will receive the next assignment.

Association members may trade with other Association members on the rotating additional hours/overtime list. Any trade in hours must be approved in advance, in writing, by the Supervisor.

The Board will regularly provide updated Rotating Additional Hours/Overtime lists to each site. It is each Association members responsibility to review the list and make arrangements to be available when his/her name reaches the top of the list.

4. Call Back

If an employee is called back to work by their supervisor after the close of their regular work day, they shall receive their regular daily rate of pay, unless they work more than forty (40) hours in a week.

5. Break and Lunch Periods

All break and lunch periods will be taken within the employee's approved daily work schedule as noted by their immediate supervisor.

A. K-12 – Paraprofessionals – Student, Paraprofessionals – Program and Paraprofessionals – In School Suspension

1. Break

Employees who work more than six (6) hours a day will receive two (2) fifteen (15) minute paid breaks. Employees who work two and one-half (2.5) up to six (6) hours a day will receive one (1) fifteen (15) minute paid break.

2. Lunch

Employees who work more than six (6) hours a day will receive one (1) thirty (30) minute duty free unpaid lunch.

3. Field Trip

Employees will be paid if they work through his/her paid break and/or his/her duty free lunch during a field trip.

B. K-12 – Paraprofessionals – Media

1. Break

Employees who work more than six (6) hours a day will receive two (2) fifteen (15) minute paid breaks. Employees who work two and one-half (2.5) up to six (6) hours a day will receive one (1) fifteen (15) minute paid break.

2. Lunch

Employees who work more than six (6) hours a day will receive one (1) forty-five (45) minute unpaid duty free lunch.

C. Food Service

1. Break

Employees who work more than six (6) hours a day will receive two (2) fifteen (15) minute paid breaks. Employees who work two and one-half (2.5) hours and up to six (6) hours a day will receive one (1) fifteen (15) minute paid break.

2. Lunch

Employees who work six (6) hours a day will receive one (1) thirty (30) minute paid lunch. Lunch is provided and employees are considered on duty free lunch, if work load permits.

D. Head Start and School Readiness

1. Breaks.

Employees who work more than six (6) hours a day will receive two (2) fifteen (15) minute paid breaks. Employees who work two and one-half (2.5) up to six (6) hours a day will receive one (1) fifteen (15) minute paid break.

2. Lunch.

Employees whose job responsibilities include supervising students during lunch shall be considered on duty during this period. Lunch is provided.

3. Paid Break Implementation

- a) Annually administration will establish a schedule and a designated space for all sites and classrooms. Adjustments will be made as needed. A back-up plan will be determined when employees are absent.
- b) The break schedule will begin one and one-half (1-1/2) hours to two (2) hours after the start of class in the morning and in the afternoon. Employees will initial daily on the break schedule when they have taken his/her paid break.
- c) The most senior teacher in a classroom shall choose which time slot he/she desires. Once the schedule has been determined, there will be no switching of the schedule.
- d) Employees may go for a walk on his/her paid break within the site grounds.
- e) If all remedies for coverage fail, the employee will be able to accumulate lost break time to be used on non-child workdays of the same week or the following week. In the event an all staff meeting is scheduled, then the employee will divert their accumulated lost break time to the following non-child workday.
- f) Full day, full year employees will receive their accumulated lost break time during the overlap period within five (5) workdays.
- g) The intent is for the employee to use lost break time as soon as possible.

6. In-Service/Meeting Days/Training and Education

A. K-12 and Food Service

1. Required

Employees who are required to attend workshops or in-service sessions at the request of the supervisor and with administrative approval, shall receive their regular hourly rate of pay for the appropriate number of hours of the in-service whether the training is during regular work hours or not. Direct expenses of registration, mileage, overnight and/or meals shall be paid for attending an in-service or workshop.

2. Voluntary Outside the District

Employees who voluntarily attend outside the district workshops or in-service sessions, with administrative approval, may apply for advance payment of direct expenses covering registration, mileage, overnight and/or meals. Prior approval will be granted, subject to budgetary status.

B. Head Start and School Readiness

1. Required

Head Start and School Readiness requires training of all personnel as outlined in the Performance Standards. Employees who are required to attend workshops or in-service sessions at the request of the supervisor and with administrative approval, shall receive their regular hourly rate of pay for the appropriate number of hours of the in-service whether the training is during regular work hours or not. Direct expenses of registration, mileage, overnight and/or meals shall be paid for attending an in-service or workshop.

2. Meetings

The bargaining unit members will be afforded input for agenda items of the all staff and educational staff meetings. Input will be submitted prior to meetings.

3. Voluntary Outside the District

Employees who voluntarily attend outside the district workshops or in-service sessions, with administrative approval, may apply for advance payment of direct expenses covering registration, mileage, overnight and/or meals. Prior approval will be granted, subject to budgetary status.

4. Education at Head Start and School Readiness Expense.

If a Head Start and School Readiness employee elects to accept an offer of the center to take further schooling at Adrian Head Start's expense, this offer will include payment of tuition, books and fees, but not hourly pay.

5. Completion of Degree/Certification Notification

Head Start and School Readiness employees who anticipate the completion of a degree or certification which would affect their position on the salary schedule, must inform the Director.

6. Achievement of Qualifications/Promotion

Promotions and advancement on the salary schedule will occur on January 1, April 1, July 1, or October 1. Promotions will not be retroactive and will not occur until appropriate documentation (transcript, copy of diploma, and/or letter of verification) regarding this achievement is received and is placed in the employee's personnel file.

a) Teacher

Head Start and School Readiness Teachers must have one of the following qualifications:

- 1) Bachelor degree in child development, child care or early childhood education with a valid teaching certificate and ZA endorsement
- 2) Associate degree in child development, child care or early childhood education
- 3) Child Development Associate (CDA) credential
- 4) State awarded certificate for preschool teachers that meets, or exceeds the requirements for a Child Development Associate (CDA) credential

Placement on the wage scale is dependent upon qualifications.

When a Head Start or School Readiness Teacher achieves either an associate degree or bachelor degree (as listed above) then that employee's wage scale will change to match their new qualifications, see Appendix C for wage scale. Placement on the new wage scale will be at the hourly wage rate that is closest to, but not lower than, the employee's current hourly wage rate.

b) Teacher Assistant

When a Head Start or School Readiness Teacher Assistant hired prior to June 30, 2001 achieves one or more of the following qualifications he/she shall be promoted to one of the teacher classifications within the Head Start and School Readiness program:

- 1) Bachelors degree in child development, child care or early childhood education.
- 2) Associate degree in child development, childcare, or early childhood education.
- 3) Child Development Associate (CDA) credential.
- 4) State awarded certificate for preschool teachers that meets, or exceeds the requirements for a Child Development Associate (CDA) credential.

7. High/Scope Certification

Teachers, who achieve and maintain High/Scope teacher certification, will have their annual membership in the High/Scope foundation paid for by the program.

The program will provide all teachers, who achieve and maintain High/Scope teacher certification, the opportunity to attend the International High/Scope Conference. At least 3 and no more than 12 teachers will attend in any given year, depending upon the location. The intent is that teachers attend once during a three year period. If a teacher declines the opportunity to attend when it is offered, this does not guarantee that another opportunity will be provided within that three year period.

ARTICLE XX - HOLIDAYS

1. Eligibility

K-12 and Food Service

- A. Employees must work the last working day before the holiday and the first working day immediately following the holiday to qualify for the holiday pay.

2. Payment

K-12, Food Service, Head Start and School Readiness

- A. The holiday pay equates to the regular hours the employee normally works on that day.
- B. The employee must be in a work/paid leave status (excluding workers comp.)
- C. Those employees required to work on any of the named holidays on the holiday schedule below shall receive double time for hours worked.
- D. In the event the paid holiday falls on a non-scheduled workday the employee will be paid the normal preceding workday's pay.
1. K-12, Food Service, and Head Start full year: Normal preceding workday is defined by the following example: If the holiday falls on a Saturday the preceding workday would be whatever hours are scheduled for work the Friday before. If the holiday falls on a Sunday the following workday would be whatever hours are scheduled for work on the Monday after.
 2. Head Start & School Readiness School Year: During winter break, normal preceding workday is defined by the following example: If the holiday falls on a Friday or Saturday the preceding workday would be whatever hours are scheduled for work the Thursday before. If the holiday falls on a Sunday the following workday would be whatever hours are scheduled for work on the Monday after.

3. Holiday Schedule

A. K-12 (except Paraprofessional – Playground/Lunchroom)

The Board will pay the following holidays to non-probationary employees:

New Year's Eve Day	Day After Thanksgiving
New Year's Day	Christmas Eve Day
Good Friday	Christmas Day
July 4 th	Two days during the Christmas-New Year Break
Thanksgiving Day	

B. Food Service

The Board will pay the following holidays to probationary and non-probationary employees:

New Year's Eve Day	Day After Thanksgiving
New Year's Day	Christmas Eve Day
Good Friday	Christmas Day
July 4 th	Two days during the Christmas-New Year Break
Thanksgiving Day	

C. Head Start and School Readiness

The Board will pay the following holidays to non-probationary employees who work 21 or more hours per week:

New Year's Eve Day	Labor Day*
New Year's Day	Thanksgiving Day
Good Friday**	Day After Thanksgiving**
Memorial Day*	Christmas Eve Day
July 4 th *	Christmas Day
	Two days during the Christmas-New Year Break

*Full-year, full-day employees only, instead of Two days during the Christmas-New Year Break.

**Transportation assistants will receive three (3) hours holiday pay if Fridays are not regularly scheduled work days.

ARTICLE XXI - SEVERANCE PAY

K12, Food Service, Head Start and School Readiness employees will receive severance pay after ten (10) years of service with the District upon separation of employment. Severance pay is calculated from the employee's accumulated sick leave days, personal/emergency days, and leave time.

This benefit does not apply to persons terminated for cause.

1. Payment

A. Intention to Leave.

Employee must inform the Board of the intent to separate employment at least two (2) weeks in advance, if not, payment is subject to the availability of funds.

B. Request for Payment.

Employee must request the payment of accumulated time, in writing, within two (2) weeks of his/her notice of resignation to the Board. This notice will not be required in cases of emergency or good cause.

C. Calculation of Payment.

Accumulated unused sick leave days, personal/emergency days, and leave time shall be accounted for on an hourly basis.

As of July 1, 2001 all employees who qualify for severance and their hourly payout rate on the 1998-2001 Severance Pay schedule was over \$3.50 per hour will have their rate of payout frozen at their severance payout hourly rate as of June 30, 2001. See Appendix H for affected employees.

All other employees will be paid \$3.50 per hour for all accumulated unused sick days, personal/emergency days, and leave time.

D. When an employee receives severance pay from the District, the employee is required to participate in a Special Pay Deferral Plan for payments of the following:

- 1) Accumulated sick leave, personal/emergency days, or leave time.

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

ARTICLE XXII - GENERAL

1. Tax Sheltered Annuity Deduction

The Board agrees to deduct premiums for variable tax deferred annuities solely paid for by the employee and to remit such premiums to the designated insurance company. The Board will determine the companies available for this option.

2. Use of Telephone

Telephone facilities shall be made available to employees for school business or personal emergency usage.

3. Parking

Adequate parking facilities for the employees covered by this Agreement will be provided within the reasonable proximity of their building.

4. Notice of Resignation

Any employee desiring to resign must file a letter of resignation with the Superintendent of Schools, or designee, at least ten (10) working days prior to the effective date of such resignation.

5. Payroll Deductions

The Board agrees to make available to the employees covered by this Agreement any payroll deduction services, which are available through the school district, such as savings bonds, credit union, etc. Adrian Public Schools' payroll department automatically makes the mandatory State and Federal deductions required by law of all employees.

6. Use of Own Vehicle

Employees who are using their own transportation for carrying out the responsibilities for the District shall be reimbursed for their mileage at the regular rate and procedure as established by Board Policy.

7. Chauffeur's License - Head Start and School Readiness

Employees who are determined by the director to transport parents/students in the van/cars (to other than regularly scheduled classes) are required to obtain a chauffeur's license, reimbursed by the program.

8. Uniform Allowance – Food Service

Employees who work four (4) hours or less per day will receive a uniform allowance not to exceed One Hundred Seventy (\$170.00) Dollars per year and the Board will purchase two (2) shirts per school year.

Employees who work more than four (4) hours per day will receive a uniform allowance not to exceed Two Hundred (\$200.00) Dollars per year and the Board will purchase two (2) shirts per school year.

This allowance is for the purchase of uniforms, aprons and shoes that are appropriate for wear in the Food Service operation. After the initial purchase of uniforms by the District, proof of purchase for replacement uniforms shall be presented to the Director of Food Services for reimbursement. Proof of purchase for reimbursement of uniforms should be submitted no later than January 1 of the school year.

Employees hired after January 1st are to submit for reimbursement within six (6) weeks of hire.

9. Required Physical Tests and Inoculations

Should the law require that school personnel submit to a tuberculosis test, or physical examination, excluding chest x-rays, the employer will offer testing, as required by law, at no cost to the employee. Bloodborne Pathogens inoculations will be made available for all employees, with the cost incurred by the employer. Such testing may be scheduled during work hours.

10. Food Service Van Driver

Food Service Van drivers shall be bonded by the District.

11. Head Start and School Readiness – Employment/Conflict of Interest

No person shall be employed by the Head Start and School Readiness while either he/she or a member of his/her immediate family serves on a board or committee which, either by rule or by practice, screens candidates, regularly nominates, recommends, or approves candidates for the agency or program by which he/she is employed.

12. Reference Checks and Criminal Background

The State requires employees of a licensed child care program to have a policy on file that verifies the employee has not been convicted of child abuse. Prior to permanent employment, personal and employment reference may be checked, and a local, state and national criminal record check might be made. All staff will be required to sign a release form enabling the Board to obtain a criminal history, including convictions relating to child abuse, neglect and/or child sexual abuse, and any felonies. If any such convictions appear, they shall be taken into account in granting employment status. Any person having been convicted of any of the aforementioned can be terminated immediately.

13. Head Start and School Readiness - Required Physical Examination

The Board may request an employee to present evidence of a physical examination by a physician certifying they are in good physical and mental health and capable of performing their assigned duties every two (2) years.

Employees may have the physical completed by the District's physician/clinic or their own physician. There is no cost to the employee if the physical is completed by the District's physician/clinic. If the employee chooses to have the physical completed by their own physician the District will pay up to Forty (\$40.00) Dollars toward the cost of the physical.

14. Drug Free Workplace

It is agreed all employees of this Association will abide by the Board's Drug Free Workplace policy.

15. Harassment Free Workplace

It is agreed all employees of this Association will abide by the Board's Harassment policy.

16. Prohibition of Smoking

It is agreed all employees shall abide by the State laws, Federal laws and Board policy prohibiting smoking in any, or within site of any, public school or Head Start and School Readiness facility or grounds that is used for pupil instruction.

17. Head Start and School Readiness – Purpose and Expectation

All jobs exist within Head Start and School Readiness for the expressed purpose of serving the needs and interests of low income, at risk families and/or families of disabled children. With this in mind, employees are expected to conduct themselves in a way which addresses those needs and furthers those interests and to avoid conduct which places further burden on these families. Furthermore, employees that become personally involved with other employees and/or with families receiving service which creates undue disruption and/or hardship in the workplace, may, at the discretion of the Board, be subject to progressive discipline.

18. Personnel File Review - Association

The Association, with specific written consent of the employee, shall have the right to review the contents of the personnel file of any employee within the bargaining unit, upon making the request to the administration of the Board.

19. Personnel File Review – Employee

An employee, upon making request, shall have the right to review the contents of their own personnel files maintained by the Board. Such review of personnel files must be done in the Board of Education Office under the supervision of a designated school employee.

20. Complaint Against an Employee

If a complaint is made against an employee which could lead to disciplinary action, the employee will be informed of the complaint as soon as possible. The employee will be expected to meet with the Administration to discuss the complaint prior to disciplinary action occurring. Association representation at the meeting is an option of the employee.

ARTICLE XXIII - EMERGENCY CLOSING

1. School Closings Due to Inclement Weather or Other Emergencies

A. K-12 and Food Service

Employees who work less than ten (10) hours per week are not expected to report to work on the school closing inclement weather/emergency days. Employees will not be paid.

Employees who work at least ten (10) hours per week shall be paid for the first two (2) days missed during the school year, but are not expected to report for work. Employees may use two (2) of their personal days to cover any additional days missed during the school year. A day equates to the number of hours an employee normally works.

B. Head Start and School Readiness

Employees are not expected to report to work for any sessions cancelled and will be paid for any emergency closing that must be made up.

Employees shall be paid for the first two (2) days missed during the school year, but are not expected to report for work.

2. Make Up Days
K-12, Food Service and Head Start and School Readiness employees will be expected to work on any school make up days when students are in sessions and will receive their normal compensation.

3. Weather/Emergency/Delay

K-12, Food Service and Head Start and School Readiness

In the event employees are not notified timely and the employees work, the employees will be paid for time worked.

In the event employees are not notified timely and report to work but do not stay, the employees will be paid one (1) hour.

If there is a development during the school day, and it is determined by the administration to be too hazardous for the students to remain in the building requiring the closing of school, employees shall leave the building after all students have been evacuated and when directed to do so by the administration. Employees shall be paid for their work day.

A. K-12 and Food Service

If adverse weather or other emergencies delay school, employees shall be expected to be on time to perform their responsibilities/duties. Employees will be paid for time worked.

B. Head Start and School Readiness

If adverse weather or other emergencies delay school, employees shall be expected to report to work at whatever interval prior to student arrival has been established for each classification.

ARTICLE XXIV -INSURANCE PROTECTION

1. Life Insurance Coverage

K – 12, Head Start and School Readiness

An employee that has satisfied the probationary period and is assigned a minimum of twenty (20) hours weekly will receive Fifteen Thousand (\$15,000.00) Dollars Term Life Insurance coverage.

An employee that has satisfied the probationary period and is assigned a minimum of ten (10) hours weekly will receive Ten Thousand (\$10,000.00) Dollars Term Life Insurance coverage.

Food Service

Probationary and non-probationary employees assigned a minimum of ten (10) hours weekly will receive Fifteen Thousand (\$15,000.00) Dollars Term Life Insurance coverage, starting on their first day of work.

2. Medical Coverage

A. Plan

1. K-12

Benefits will be comparable to MEBS Passive PPO Plan (\$100/\$200 deductible, \$5 generic drug/\$10 formulary/\$20 brand name drug co-pay for prescriptions).

2. Head Start and School Readiness

Option 1: Benefits will be comparable to Super Care I major medical coverage - \$100/\$200 deductible, 10% co-payment with \$1,000 maximum; voluntary sterilization; 5 years immunizations; Hearing aid once every 3 years; Well baby care – four visits for one year; 730 days convalescent care; \$5 generic drug/\$10 formulary/\$20 brand name drug prescription co-payment; routine preventative benefits; weight loss; 90% for private nursing; 90% for outpatient mental health; no network restriction for mental health coverage.

Option 2: Health Reimbursement Account (HRA) – The board agrees to contribute a fixed dollar amount into an HRA account according to the single coverage option. (\$100/200 deductible, \$5/\$10/\$20 co-pays for prescriptions).

Vision Insurance: The board agrees to pay the premium for full family coverage. (Benefits using a preferred provider: vision exam cost \$6.50 to employee, frames \$65.00 is covered, lenses cost \$18 to employee with lense extras covered in full, contact lenses \$90 is covered + 20% off balance).

3. Food Service

Option 1: Benefits will be comparable to MEBS Passive PPO Plan (\$100/\$200 deductible, \$5 generic drug/\$10 formulary/\$20 brand name drug co-pay for prescriptions).

Option 2: Health Reimbursement Account (HRA) – The board agrees to contribute a fixed dollar amount into an HRA account according to the single coverage option. (\$100/200 deductible, \$5/\$10/\$20 co-pays for prescriptions).

B. Eligibility

1. K-12

Employees who work thirty (30) hours per week or more and have completed five (5) years of service to the district in any employee capacity as of July 1 of the fiscal year are eligible to receive an “insurance contribution” from the district, provided the employee elects to take insurance coverage from the district.

The hours per week for eligibility include all hours worked for the district in any capacity within this Association K-12 group, and as regularly scheduled to work as of July 1 of each year.

The Board will pay for eligible employees 55% of the premium for single subscriber coverage.

The Board will provide for each employee the cost of his/her single subscriber benefit and his/her “insurance contribution” prior to the insurance open enrollment deadline each year. The employee shall notify the district whether the employee will take the district provided insurance by the end of the open enrollment period, normally the month of December. The insurance contribution shall be paid over the insurance plan year of January 1- December 31. If the employee leaves the service of the district or drops the insurance, any unpaid insurance contribution shall be forfeited.

2. Food Service

Employees who work thirty (30) hours per week or more are eligible for single subscriber coverage or HRA upon date of hire.

Employees who are eligible for insurance coverage and choose to waive insurance coverage will receive a monthly cash payment in the amount of One Hundred Twenty-five (\$125.00) Dollars for a total of One Thousand Five Hundred (\$1,500.00) Dollars annually. If the number of employees who waive insurance coverage reaches 40% of the total number of eligible Food Service and Head Start/School Readiness employees as of the open enrollment period each year, the cash payment will be increased to One Hundred Fifty (\$150.00) Dollars for a total of One Thousand Eight Hundred (\$1,800.00) Dollars annually.

3. Head Start and School Readiness

a) After the completion of the probationary period employees whose primary job responsibilities are for thirty (30) or more hours per week (not a combination of hours) will be provided single subscriber medical insurance benefits, HRA, or the Section 125 of the IRS Code option of a monthly cash payment in the amount One Hundred Twenty-five (\$125.00) Dollars for a total of One Thousand Five Hundred (\$1,500.00) Dollars annually. If the number of employees who waive insurance coverage reaches 40% of the total number of eligible Food Service and Head Start/School Readiness employees as of the open enrollment period each year, the cash payment will be increased to One Hundred Fifty (\$150.00) Dollars for a total of One Thousand Eight Hundred (\$1,800.00) Dollars annually. In order to receive the Section

125 of the IRS Code option, the employee must verify they presently have another health insurance coverage.

b) Employees Hired Prior to February 1, 1993.

Employees who work twenty (20) or more hours per week, hired prior to February 1, 1993, are eligible for single subscriber medical insurance, HRA, or the Section 125 of the IRS Code option of a monthly cash payment in the amount One Hundred Twenty-five (\$125.00) Dollars for a total of One Thousand Five Hundred (\$1,500.00) Dollars annually. If the number of employees who waive insurance coverage reaches 40% of the total number of eligible Food Service and Head Start/School Readiness employees as of the open enrollment period each year, the cash payment will be increased to One Hundred Fifty (\$150.00) Dollars for a total of One Thousand Eight Hundred (\$1,800.00) Dollars annually. In order to receive the Section 125 option, the employee must verify they presently have another health insurance coverage.

C. Option to Purchase

1. K-12, Food Service, and Head Start & School Readiness

Employees who do not meet the eligibility requirements are eligible to purchase coverage for a twelve (12) month period upon date of hire. Coverage may be purchased for the employee, spouse and/or dependents through payroll deduction. If there is insufficient salary and/or insurance contribution from the district to cover the payroll deduction, it is the employee's responsibility to make such arrangements for timely payment.

ARTICLE XXV - DISCIPLINE-DISCHARGE

1. Dismissal, suspension and/or any other progressive disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing. The employee shall have the right to defend against any and all charges and have Association representation.

2. Progressive Discipline

The Board agrees to discipline employees as appropriate to the offense ranging from verbal warning reprimands to termination/discharge. It is understood any disciplinary action taken against an employee might begin at any step depending upon the offense and prior employee record.

A. Purpose

The purpose of progressive discipline is to address situations in which an employee has not adhered to established work rules, policies and procedures, to improve job performance and/or communicate expectations. The goal of progressive discipline is to meet satisfactory job performance and/or to communicate expectations. A thorough investigation will be conducted by the employee's supervisor in a timely manner, within five (5) work days of the immediate supervisor becoming aware of the situation.

B. Process

1. Association Representation

An employee has the right to Association representation at meetings that are part of an investigation and/or progressive discipline.

2. Confidentiality

All meetings and discussions are to be conducted in a confidential manner.

3. Investigation

An employee may be dismissed, suspended or disciplined pending investigation and if the dismissal, suspension or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits that the employee would have earned during the dismissal or suspension period.

4. Presentation and Recordkeeping.

Records of Discussion and Warnings will be signed/acknowledged by the supervisor and the employee. Signature will indicate receipt of the document, not necessarily agreement. The employee will be provided a copy. The original warnings will be placed in the employee's personnel file. The original Records of Discussion will be placed in an administrative file.

Records of Discussion and/or Verbal Warnings will remain in the respective file for one (1) year. Written and Final Written Warnings will remain in the respective file for five (5) years. If there is no further activity, of the same nature, the Record of Discussion, Verbal Warning, Written, and Final Written Warnings will be removed from the respective file. In the event a Written, Final Written or Termination is made within one (1) year of the Record of Discussion and/or Verbal Warning, the Record of Discussion and/or Verbal Warning will become a permanent part of the employee's personnel file.

The Employee Interview Report (EIR) is a record of discussion. The EIR is not in the employee's personnel file or in any personnel records. The employee will be entitled to a copy of the completed EIR.

5. Plan for Improvement

Employees that receive a Verbal, Written or Final Written Warning will discuss a plan for improvement with their immediate supervisor. The employee and the immediate supervisor will meet at least one (1) additional time to discuss progress. The employee may have Association representation at follow-up meetings.

6. Progressive Discipline Continuum

Progressive discipline typically follows a continuum, however, dependent on the seriousness of the situation preliminary levels may be waived. Usual progressive discipline is:

1st Level	Record of Discussion (documented) – Administrative File
2 nd Level	Verbal Warning (documented) – Personnel File
3 rd Level	Written Warning – Personnel File
4 th Level	Final Written Warning/Possible Suspension – Personnel File
5 th Level	Termination

3. Association Copy

With specific written consent of the employee, the Board will send to the Association President a copy of any written disciplinary action involving a Association member.

ARTICLE XXVI - GRIEVANCE PROCEDURE

1. Definition of Grievance

A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.

2. Grievance Initiation Timeline

Any employee grievance not initiated within ten (10) business days of the occurrence of the condition giving rise to the grievance shall not hereafter be considered a grievance under this Agreement.

3. Definition of Business Days

For the purpose of processing grievances, business days shall be defined as Monday through Friday, excluding Saturdays, Sundays, or holidays.

4. Timeline Adjustments

The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.

5. Appeal - Timelines

Any grievance, which is not appealed within the specified time limits set forth in that step level, shall be considered to be settled on the basis of the decision rendered at the previous step level.

6. Written Decision to Association.

The failure of the employer, at any step level of the grievance procedure to communicate the decision on the grievance in writing to the Association within the prescribed time limits set forth in that step level of the grievance procedure, shall automatically move the grievance to the next step.

7. Grievance Procedure

A. Step One

K-12

1. An employee having a grievance shall first discuss the grievance with their immediate supervisor, individually or accompanied by a representative of the Association. If the grievance is not settled orally, the grievance may be submitted to the immediate supervisor in writing (Appendix F).
2. The grievance shall be submitted in writing to the immediate supervisor within five (5) business days of the oral discussion stating the remedy or correction requested, plus the facts upon which the grievance is based, a list of specific contract sections violated and the employee shall sign the grievance.
3. The immediate supervisor shall respond within five (5) business day of receipt of the written grievance.

Food Service

1. An employee having a grievance shall first discuss the grievance with their immediate supervisor, individually or accompanied by a representative of the Association. If the grievance is not settled orally, the grievance may be submitted to the Business Manager in writing (Appendix F).
2. The grievance shall be submitted in writing to the Business Manager within five (5) business days of the oral discussion stating the remedy or correction requested, plus the facts upon which the grievance is based, a list of specific contract sections violated and the employee shall sign the grievance.
3. The Business Manager shall respond within five (5) business day of receipt of the written grievance.

Head Start and School Readiness

1. Any employee having a grievance shall first discuss the grievance with their immediate supervisor, individually or accompanied by a representative of the Association. If the grievance is not settled orally, the grievance may be submitted to the Head Start Director in writing (Appendix F).
2. The grievance shall be submitted in writing to the Head Start Director within five (5) business days of the oral discussion stating the remedy or correction requested, plus the facts upon which the grievance is based, a list of specific contract sections violated and the employee shall sign the grievance.
3. The Head Start Director shall respond within five (5) business day of receipt of the written grievance.

B. Step Two

K-12

1. Any appeal of a decision rendered by the immediate supervisor shall be presented to the Superintendent of Schools or designee within five (5) business days from the date of receipt of the answer given by the immediate supervisor. The Superintendent of Schools or designee shall meet with the Uniserv Director of the Association at a time mutually agreeable to them.
2. The Superintendent of Schools or designee shall give his/her decision in writing relative to the grievance within five (5) business days of the date of the meeting with the Uniserv Director of the Association.

Food Service

1. Any appeal of a decision rendered by the Business Manager shall be presented to the Superintendent of Schools or designee within five (5) business days from the date of receipt of the answer given by the Business Manager. The Superintendent of Schools or designee shall meet with the Uniserv Director of the Association at a time mutually agreeable to them.
2. The Superintendent of Schools or designee shall give his/her decision in writing relative to the grievance within five (5) business days of the date of the meeting with the Uniserv Director of the Association.

Head Start and School Readiness

1. Any appeal of a decision rendered by the Head Start Director shall be presented to the Superintendent of Schools or designee within five (5) business days from the date of receipt of the answer given by the Head Start Director. The Superintendent of Schools or designee shall meet with the Uniserv Director of the Association at a time mutually agreeable to them.
2. The Superintendent of Schools or designee shall give his/her decision in writing relative to the grievance within five (5) business days of the date of the meeting with the Uniserv Director of the Association.

C. Step Three

1. Any appeal of a decision rendered by the Superintendent of Schools or designee shall be presented to the Board of Education within twenty (20) business days from date of receipt of the decision rendered by the Superintendent of Schools or designee. The Board shall meet with the Association at a time mutually agreeable to them.
2. The Board shall give their decision in writing to the Association within twenty (20) business days of their meeting.

D. Step Four

1. If the Association is not satisfied with the disposition of the grievance, the grievance may be submitted to an mutually agreed to Arbitrator or mutually agreed to third party.
2. Neither party shall be permitted to present in the arbitration hearing any evidence or grounds, whether written or oral, that had not been disclosed to the other party in any of the previous steps of the grievance procedure.
3. The Association or the Board may call only persons who testified as a witness at the Board or earlier level.
4. Each party shall be responsible for the expenses of the witnesses that they may call.
5. The Arbitrator shall not have jurisdiction to add to or subtract from or modify any of the terms of the Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto. The Arbitrator has no authority to grant monetary relief except for wages and/or insurance benefits which are determined to be wrongfully denied to an employee.

6. The fees, expenses and filing fees of the Arbitrator shall be shared equally by the Board and the Association.
 7. The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
 8. The decision of the Arbitrator made pursuant to this Agreement shall be final, conclusive and binding upon all employees, the Board, and the Association.
 9. The result of the Arbitrator's decision shall be implemented within fifteen (15) business days from the date of receipt of the Arbitrator's decision. Extension of this limit may be mutually agreed upon.
- E. In case of a policy grievance or a grievance involving employees of more than one immediate supervisor, step one may be waived upon written mutual agreement by the board and the Association.
- F. Expedited Arbitration
If the grievance is processed to arbitration, the parties may mutually agree to submit the grievance to expedited arbitration.

ARTICLE XXVII - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

1. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made by an employee or group of employees with the employer, unless executed in writing between the parties hereto and the same has been ratified by the Association.
2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
3. If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, or if compliance with enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVIII - MISCELLANEOUS


1. Head Start and School Readiness – Grant Development
 - A. The Association President and MEA Adrian Office Uniserv Director shall be informed of the receipt of the Head Start and School Readiness Request for Proposals and shall be apprised of the process. A minimum of four (4) Head Start and two (2) Readiness representatives shall be included in the discussion and development of their respective grants prior to the submission deadlines. Any potential conflict shall be resolved by the Administration.
 - B. The Head Start and School Readiness Administration will provide the Association President and the MEA Adrian Office Uniserv Director with notification of dates, location and times of scheduled meetings to review the Head Start and School Readiness proposals as soon as possible upon receipt of Request for Proposals. The Association continues responsibility of disseminating the information to members.

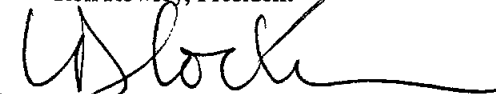
ARTICLE XXIX - DURATION OF AGREEMENT

1. This Agreement shall continue in full force and effect from July 1, 2005 until June 30, 2007.

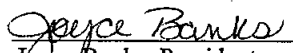
2. Food Service
The Food Service program will negotiate wages on yearly basis. Negotiations will commence after the audit for the preceding school year.
3. Head Start and School Readiness
 - A. The Head Start and School Readiness program will negotiate wages and benefits on yearly basis.
 - B. It is agreed the grant and negotiations process will be:
 1. The grant process will begin in February or March, grant proposals are due April 1st.
 2. The parties will commence wage and benefits negotiations for Head Start/Readiness for the following year upon receipt of notification for funding.
 3. If a ratified agreement for wages is available, it will be used by the Director of Head Start to be included in the grant proposals for Head Start/Readiness. The parties acknowledge increases on schedule and step increases are based on funding that is designed for these increases (For example, COLA, program quality and program improvement). The parties agree the COLA amount is not necessarily the amount of increase on schedule and step increases. The parties agree they will negotiate with the funding amounts for increases, steps, and benefits.
 4. If the grant is not approved as submitted and Head Start/Readiness programs receive less than anticipated or actual costs that were projected in the grant are actually higher, adjustments to the proposed budget will be made. Notice will be given to the Association President/designee of any changes that would impact the employee's wages and/or benefits. Such changes will be negotiated with the Association.
 5. Ratified wages and benefits discussions may be discussed as part of the grant committee process, but are mandatory subjects of bargaining and subject to the collective bargaining process.
 6. If excess funding is available and/or the program(s) are fully enrolled, the Board and the Association will negotiate possible improvements prior to April 1st.
4. Should no new Agreement have been reached by June 30, 2007, the entire Agreement will remain in effect until a new Agreement is ratified, unless either party notifies the other party of its intention to allow the Agreement to expire.

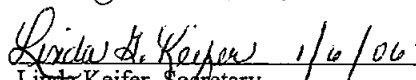
ADRIAN BOARD OF EDUCATION

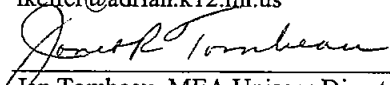
By: 
 Ron Rowley, President

By: 
 Del Cochran, Superintendent

ADRIAN EDUCATIONAL SUPPORT
PERSONNEL, MEA/NEA

By: 
 Joyce Banks, President
 JBanks@adrian.k12.mi.us

By:  1/6/06'
 Linda Keifer, Secretary
 lkeifer@adrian.k12.mi.us

By: 
 Jan Tombeau, MEA Uniserv Director
 jtombeau@mea.org

K-12 Hourly Wage Schedule

July 1, 2005 – June 30, 2006

Title	Step	Rate of Pay
Paraprofessional – Lunchroom/Playground		\$9.97
Paraprofessional - In School Suspension		\$10.95
Paraprofessional – Program	Probationary – 90 school calendar days	\$8.45
Paraprofessional – Student/Bus	Step 1 (1-2 years)	\$9.80
Paraprofessional – Media	Step 2 (3-5 years)	\$11.51
	Step 3 (6-10 years)	\$12.36
	Step 4 (11-15 years)	\$12.85

Longevity

An additional five (\$.05) cents per hour will be paid for each five (5) years of district service, effective with the anniversary date of hire. This benefit will begin with the original date of hire.

Step Increases

Step increases occur annually on the anniversary date of hire, transfer or promotion.

Transfer/Promotion

Employees who transfer or promote to another classification will retain no less than their same step status. Employees will suffer no loss of pay as a result of the transfer or promotion.

APPENDIX B

Food Service Hourly Wage Schedule

July 1, 2005 – June 30, 2006

Employees Hired Prior to July 1, 1994			Employees Hired After June 30, 1994		
Title	Step	Rate of Pay	Title	Step	Rate of Pay
Head Cook	0	\$11.58	Head Cook	0	\$ 9.95
	1	11.85		1	10.59
				2	11.22
				3	11.85
Assistant Cook and/or Baker	0	11.19	Assistant Cook and/or Baker	0	9.53
	1	11.42		1	10.16
				2	10.78
			3	11.42	
Dishwasher	0	11.28	Dishwasher	0	9.50
	1	11.51		1	10.19
Server and/or Prep		9.58	Server, Cashier and/or Prep	0	9.05
				1	9.58
Cashier and/or Prep		9.58	High School Prep	0	9.05
				1	9.78
Van Driver		10.19	Van Driver	0*	9.38
				1	10.19
			Food Service Assistant	0	11.19
				1	11.42

*(first 30 days, then Step 1)

Longevity

1. Hired Prior to July 1, 1975

An additional ten (\$.10) cents per hour will be paid for each four (4) years of district service, effective with the anniversary date of hire. This benefit will begin with the original date of hire.

2. Hired After June 30, 1975

An additional ten (\$.10) cents per hour will be paid for each five (5) years of district service, effective with the anniversary date of hire. This benefit will begin with the original date of hire.

Step Increases

Step increases occur annually on the anniversary date of hire, transfer or promotion.

Transfer/Promotion

Employees who transfer or promote to another classification will retain no less than their same step status. Employees will suffer no loss of pay as a result of the transfer or promotion.

Head Start and School Readiness Hourly Wage Schedule

July 1, 2005 – June 30, 2006

Steps	Transportation Assistant	Nutrition Assistant	Teacher Assistant	Teacher CDA/Equivalent	Teacher AA	Teacher BA/ZA
1	7.60	7.91	8.22	11.51	13.22	16.37
2	7.82	8.15	8.47	11.85	13.62	16.86
3	8.06	8.39	8.72	12.21	14.02	17.37
4	8.30	8.64	8.98	12.58	14.45	17.89
5	8.55	8.90	9.25	12.95	14.88	18.42
6	8.80	9.17	9.53	13.34	15.33	18.98
7	9.07	9.44	9.81	13.74	15.78	19.55
8	9.34	9.73	10.11	14.15	16.26	20.13
9	9.62	10.02	10.41	14.58	16.75	20.74
10	9.91	10.32	10.72	15.02	17.25	21.36
11	10.21	10.63	11.05	15.47	17.77	22.00
12	10.51	10.95	11.38	15.93	18.30	22.66
13	10.83	11.27	11.72	16.41	18.85	23.34
14	11.15	11.61	12.07	16.90	19.41	24.04
15	11.49	11.96	12.43	17.41	20.00	24.76

Longevity

An additional five (\$.05) cents per hour for each five (5) years of district service, effective with the anniversary date of hire. This benefit will begin with the original date of hire with the district.

Step Increases

Step increases occur annually on July 1st.

Transfer/Promotion

Employees who transfer or promote to another classification will suffer no loss of pay as a result of the transfer or promotion. The promoted employee will be placed on the step in the new classification which is equal to at least a Three (3%) percent increase in their hourly rate of pay.

LETTER OF AGREEMENT

FOOD SERVICE PROGRAM

A. Job Titles

1. Director of Food Service

B. Job Descriptions and Work Year

1. Director of Food Service

Work Year - 12 months

Duties: (May be changed by Adrian Public Schools, with notification to the Association)

1. Oversees and coordinates the daily operation of the District's food service program
2. Monitors food production and service to assure that planned menus are followed and that substitutions comply with meal requirements.
3. Provides on-the-job training to staff in areas of food production, sanitation etc.
4. Supervises, hires and evaluates employees.
5. Coordinates and provides leadership for Food Service Steering Committee, Marketing Committee and Personnel Committee.
6. Develops specifications for, solicits competitive prices and requisitions all food, equipment and supplies for the program.
7. Coordinates the planning of menus that conform to Federal regulations and provide nutritional and appetizing foods.
8. Evaluates meal costs and recommends changes as appropriate.
9. Develops, administers and monitors food service budget.
10. Supervises the program's catering.
11. Maintains positive relationships with parents, parent groups, school volunteers, students and outside agencies.
12. Supports the public relations and marketing programs for the district.
13. Follows all Board policies, state laws and regulations.
14. Provide support to other positions as required.
15. Performs other duties as assigned.

C. Evaluation

- The Director of Food Service will evaluate Food Service staff.
- The Director of Food Service may consult with building Principals.
- Evaluation of the Food Service program shall not be part of any individual employee's evaluation.

D. Employees Relations Committee

This committee will consist of three (3) persons from each building level, i.e. H.S., M.S. and Elementary within the Food Service Department to serve on a voluntary basis. If there are no volunteers, the Food Service Steering Committee will appoint the three (3) persons. The committee may also consist of the Food Service Director and union representation, if requested by the food service employee. The committee shall meet at such times as necessary to complete its tasks. All committee persons will serve on the said committee for two (2) years (July 1 through June 30), and in that capacity will help monitor problems that occur within the Food Service Department. Furthermore, it is understood that this committee's purpose is to provide assistance to the

Director of Food Service for the resolution of problems before they reach the level to be dealt with as per the master agreement. At no time will the findings of this committee become part of any employee's permanent district file(s).

The Committee shall also help the Director of Food Service develop training and in-service programs for staff.

E. Food Service Steering Committee (FSSC)

1. There shall be a Food Service Steering Committee (FSSC) whose purpose shall be to work with the Director of Food Service to develop rules and regulations which shall govern the operations of the Food Service program at Adrian public Schools. The committee shall have no authority to alter the collective bargaining agreement or in any way abrogate the Association's right and obligation under the Public Employment Relations Act. The FSSC will promote the team concept through site-based decision making.

2. Food Service Steering Committee membership shall be as follows:

a) Food Service Employees limited to no more than eight (8) consisting of:

Director of Food Service
The Head Cook from each base kitchen
At-large Representatives from Elem. M.S., H.S. (5)

b) Administration limited to no more than two (2)

c) MEA Uniserv Director

Food service department employees shall select the at-large Representatives, for a two (2) year term.

3. The Food Service Steering Committee

- a) Elect a recording secretary.
- b) Keep minutes of meetings, and send minute briefs to all employees.
- c) Hold a minimum of monthly meetings.
- d) Help with the development and maintenance of a long-range plan. The plan will be reviewed quarterly.
- e) Make recommendations to the Director of Food Service and the Business Manager for issues relating to the annual budget.
- f) Help arrange training and in-service programs for staff at the request of the Director of Food Service.
- g) Evaluate the program in conjunction with the school administration.
- h) Help analyze and recommend pricing structures to the Director of Food Service and the Business Manager.
- i) Make recommendations on summer work hiring process.

F. Menu Committee

The Menu Committee shall develop monthly menus in accordance with Federal guidelines.

Committee members shall consist of:

1. Two (2) head cooks
2. One (1) baker
3. One At-large representative

The Committee shall meet on the 2nd week of each month.

G. Catering

All catering events will be scheduled through the Director of Food Service's office and assigned to a base kitchen, which will be determined by the Director, based on the kitchen employee's ability to perform the service

The selection of personnel, who will work the catering event, will be left to the discretion of the Director of Food Service and will be determined by event, base kitchen department (cook, baking, prep, etc.), seniority, and qualifications of the employee.

If the employee or employees, who is/are asked to work an event is/are unavailable, then the opportunity will be afforded to another employee or employees, who meet the above qualifications.

If employees refuse to work a catering event for whatever reason they may have, the Director of Food Service will either subcontract for the service or not accept the catering request.

The term of this agreement shall be for the period of July 1, 2005 through June 30, 2007 unless both parties agree to extend this letter of agreement beyond the above date. If no agreement is reached by June 30, 2007 this Letter of Agreement expires.

FOR THE DISTRICT

Heather M Bacus

DATE:

12/19/05

FOR THE ASSOCIATION

Janet R Tombeau

DATE:

1/10/2006

APPENDIX E

LETTER OF AGREEMENT - FOOD SERVICE WAGE ADJUSTMENT COMPENSATION

Plan

"Profit" shall be defined as the difference between the revenues received minus the expenditures incurred in the Food Service Fund during the fiscal year as recorded in accordance with the Michigan School Accounting Manual, with the following adjustments:

- transfers from the General Fund into the Food Service Fund for any reason shall be excluded from revenue
- interest earned on investments in the Food Service Fund shall be excluded from revenue
- capital purchases, i.e., new or replacement equipment, shall be excluded from expenditures
- such other adjustments as may be needed from time to time so that the "profit" reflects current operations, or the results that were created by the Food Service personnel.

The profit shall be calculated after audit.

A "district portion" will be subtracted to calculate "profit to be distributed". The "district portion" shall be One Hundred Thousand (\$100,000.00) Dollars minus the cost to the district for (a) health insurance for the Food Service employees (other than the director); (b) the cash in lieu of insurance paid to those employees; and (c) the cost of providing the snack to the all day kindergarten classes.

This agreement implies no restrictions on the Board's ability to shift funds from the Food Service Fund to the General Fund other than

1. those that exist in State and Federal law, but
2. no more of the Food Service fund balance may be transferred to any other fund than would bring the fund balance down to Two Hundred Thousand (\$200,000.00) Dollars at the end of each fiscal year.

The "profit to be distributed", if any, shall be distributed as follows, and in the following priority order:

1. An amount of Twenty (\$20) Dollars per FSSC, Employee Relations Committee and Marketing Committee member for each of the meetings attended, as verified by committee meeting minutes.
2. An amount equal to Ten percent (10%) of the catering revenue shall be distributed to the Food Service employees who participated in the catering activities, in proportion to the number of normal hours each worked daily in the Food Service program. The actual distribution shall be negotiated each year.
3. The remaining profit to be distributed, if any, shall be distributed to the Food Service employees who worked in the fiscal year, retroactively, in proportion to the number of hours each worked in that fiscal year, regardless of whether an employee entered or exited the program during the year.

In the alternative, the Association and the Board may agree to apply all or part of the remaining profit to be distributed to an across the board increase in the hourly wage for all Food Service employees for the next fiscal year.

In the calculation for either the retroactive lump sum payment or the wage increase shall be factored the cost of the related fringe benefits such as retirement, FICA, workers' compensation, disability, etc., for the distributions under 1 - 3.

The term of this agreement shall be for the period of July 1, 2005 - June 30, 2007, unless both parties agree to extend this Letter of Agreement beyond the above date. If no agreement is reached by June 30, 2007, this Letter of Agreement expires.

FOR THE BOARD Shirley M Bacus DATE: 12/19/05

FOR THE ASSOCIATION Janet R Tombeau DATE: 1/10/2006

APPENDIX F

**Adrian Public Schools & Adrian Educational Support Personnel Association
Grievance Form**

Grievance No. _____

Name of Immediate Supervisor: _____

Date of Oral Discussion with Immediate Supervisor (if appropriate): _____

Date filed in writing: _____

Date of Cause of Grievance Occurred: _____

Statement of Grievance: _____

Remedy Sought: _____

Signature of Grievant(s) or Association Representative, if Association Grievance:

_____ Date: _____

STEP ONE

Date of AESPA Representative/Supervisor/Manager/Director Meeting to discuss Grievance:

Date of Supervisor's/Manager's/Director's Written Response: _____

Supervisor's/Manager's/Director's Written Response to Grievance: _____

Signature of Immediate Supervisor/Manager/Director Date

Food Service – Signature of Business Manager/ Supervisor/Manager/Director

Head Start and School Readiness – Signature of Director of Head Start and School Readiness

STEP TWO

Date Appealed to Superintendent: _____

Date of Superintendent's Written Response: _____

Superintendent's Written Response: _____

Superintendent's Signature

Date

STEP THREE

Date Appealed to Board of Education: _____

Date of Board's Written Response: _____

Board of Education's Written Response: _____

Signature of Board of Education President

Date

STEP FOUR

Date of Association's Decision to Arbitrate: _____

Name of Arbitrator: _____

Date(s) of Arbitration Hearing: _____

Date of Arbitrator's Decision: _____

Summary of Arbitration Award: _____

Severance Pay - Grandfathered

As of June 30, 2001, the following employee is eligible for a severance payout greater than \$3.50 per hour, their rate will be frozen at the hourly rate stated below:

<u>Name</u>	<u>Hours/Day</u>	<u>Hire Date</u>	<u>Hourly Payout Rate</u>
<u>Food Service</u>			
Kimball, Betty	3.375	9/4/74	4.02

LETTER OF AGREEMENT

Severance Pay - Grandfathered

Upon ratification of the 2005-2007 agreement, the following employees are eligible for a greater accumulation of hours to be paid for, as stated below:

Cindy Hinkley	482.75
Peggy Smith	385.96
Kris Foor	378.125
Jackie Kingsley	495.37

FOR THE BOARD Debbie M Bacus DATE: 12/19/05
FOR THE ASSOCIATION Janet R Tomlinson DATE: 1-10-2006

Letter of Agreement

K-12 Paraprofessional, Media Classification

Upon ratification of the 2005-2007 agreement, the impact of the libraries moving to automation will be negotiated for the media paraprofessional classification.

For the Board Heather M Bacus Date: 12/19/05

For the Association James R. Tombeau Date: 1-10-2006

Letter of Agreement

K-12 Paraprofessional, Lunchroom Classification

Upon ratification of the 2005-2007 agreement, a representation from the Association, no more than 4 members, will meet with the Advisory Committee who will be studying student to paraprofessional ratios in the lunchroom and on the playground.

The Association will present input from the lunchroom classification to the Advisory Committee on student to paraprofessional ratio.

For the Board Heather M Bacus Date: 12/19/05

For the Association Janet R Tombeau Date: 1-10-2006

Appendix K

Leave Time – Head Start and School Readiness

Effective July 1st, 2005

Annual

School Year	
Workweek	Leave Hours
40	104
39	101.4
38	98.8
37	96.2
36	93.6
35	91
34	88.4
33	85.8
32	83.2
31	80.6
30	78
29	75.4
28	72.8
27	70.2
26	67.6
25	65
24	62.4
23	59.8
22	57.2
21	54.6
20	32

Full Year	
Workweek	Leave Hours
40	144
39	140.4
38	136.8
37	133.2
36	129.6
35	126
34	122.4
33	118.8
32	115.2
31	111.6
30	108
29	104.4
28	100.8
27	97.2
26	93.6
25	90
24	86.4
23	82.8
22	79.2
21	75.6
20	52

Appendix K Cont.

Leave Time – Head Start and School Readiness

Accumulation and Maximum

Workweek	Accumulation	Maximum Payout
40	800	400
39	780	390
38	760	380
37	740	370
36	720	360
35	700	350
34	680	340
33	660	330
32	640	320
31	620	310
30	600	300
29	580	290
28	560	280
27	540	270
26	520	260
25	500	250
24	480	240
23	460	230
22	440	220
21	420	210
20	100	100

Appendix L

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 M

Letter of Agreement

Association Leave

Upon ratification of the 2005-2007 agreement, it is agreed that Article XVI, Section 10, "Association Leave" will be reopened for 2006-2007 negotiations.

For the Board William M. Bacus

Date: 12/19/05

For the Association Janet R. Tombeau

Date: 1/10/2006

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