



**Adrian Education Association**

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

*July 1, 2004 - June 30, 2008*

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## **Article I - Recognition**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all certified or professional personnel whether under contract or on leave, employed by the Board as probationary or tenure teachers. Should the Board authorize and enter into a public school academy, it shall be in accordance with the amended Act 451 of the Public Act of 1976 - part 6A - Public School Academies, which assures that employees of the Public School Academy will be covered by the collective bargaining agreement that applies to other Association members. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude the superintendent, assistant superintendent, directors of school and community programs, principals, assistant principals, business manager, deans, and any person engaged fifty percent of the time in the direct administration and supervision of programs controlled by the Board of Education. Substitute teachers, instructional assistants, teacher aides, replacement teachers for leave of absences of less than one year shall also be excluded. The term "teacher" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined.

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

## **Article II - Association and Teacher Rights**

- I. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join or support a negotiating unit for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or encourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act (MPERA) or other laws of Michigan or the Constitution of Michigan and the United States that directly relate to his/her duties as a teacher; that it will not discriminate against any teacher with respect to hours, wages, or terms or conditions of employment or by reason of the teacher's membership in the Association, the teacher's participation in any activities of the Association or collective professional negotiations with the Board, or the teacher's institution of any grievance, complaint or proceeding under this Agreement as defined by law.
- II. Nothing contained herein shall be construed to deny or restrict to any teacher rights the teacher may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall conform with the law and will be deemed to be in addition to those provided elsewhere in this document.
- III. Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all times, provided that this business shall not interfere with or interrupt normal school or scheduled operations.  
  
The Uniserve Director of the Lenawee County District of MEA shall be permitted to transact official Association business on school property at all times, provided that the appropriate area administrator is informed and that this business shall not interfere with or interrupt normal school or scheduled operations.
- IV. The Association shall have the right to use school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and audio-visual equipment at times when such equipment is not in scheduled use. The Association shall arrange with the appropriate representatives of the Board of Education to schedule the use of this equipment and pay the cost of all materials, supplies and replacements incident to such use. In each building the Association will have a bulletin board for exclusive use to post notices or activities and matters of Association concern.  
  
Use of the mail services and teacher mail boxes in each building by the Association for communicating with teachers will be allowed at all times.
- V. The Board agrees to furnish the Association, in response to written requests, all available public information concerning the financial resources of the district and other generally available information, including but not limited to: annual financial reports and audits, register of certified personnel, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and other public information in the Board's possession as will

assist the Association in recommending intelligent, accurate, informed and constructive programs on behalf of the teachers and their students. The Association President shall receive copies of the agenda and minutes of the public Board meeting.

- VI. The Board and/or its representatives will advise the Association of any major, new or modified, fiscal budgetary or tax programs and construction programs. Curriculum, curriculum related purchases, or major revisions of educational policy, which are proposed or under consideration shall be discussed by the Director of Curriculum and Instruction with the appropriate curriculum coordinators prior to implementation. The Association will meet with the Board and/or its representatives to discuss and have input prior to any millage decisions.
- VII. The provisions of the Agreement shall be mutually applied without regard to race, creed, sexual preference, or disabilities unrelated to the ability to perform the duties of the position, religion, color, national origin, age, gender, marital status.

### **Article III - Board of Education Rights**

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

### **Article IV - Professional Dues or Fees and Payroll Deductions**

- I. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and Administrative Procedures adopted pursuant to that policy. The Representation Benefit Fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Association or authorize payment through payroll deduction, the employer shall, upon completion of the procedures contained in paragraph III and pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association.

In the event there is a change in the status of the law so that mandatory deduction from wages, pursuant to the paragraph above is prohibited, the employer, at the request of the Association, shall terminate employment of a bargaining unit member that refuses to authorize the deduction of the representation benefit fee. The termination of employment shall not occur until the procedures set forth in paragraphs II and III have been fully met. The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

- II. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-association bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

The Association assumes all responsibility for furnishing non-union bargaining unit members a copy of the policy, time tables for payment and administrative procedures to the non-association bargaining unit member and will hold the Board of Education harmless for its failure to do so.

- III. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7), shall notify the teacher of non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorized deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the teacher with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

The provisions of paragraph II shall apply equally in the event discharge of the bargaining unit member is sought by the Association, if mandatory deduction is not permitted by law.

- IV. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- V. The Board of Education agrees to deduct from the salaries of teachers the professional dues of the Association or a non-member's service fee when authorized in writing by each teacher desirous of having such dues or fees deducted.
- For those teachers on payroll deductions, the monies for dues or service fees shall be deducted from each paycheck for nine (9) consecutive months beginning the first paycheck in October. The service fees shall be an amount equal to the professional dues of the Association. Any member desiring to contribute to the Political Action Committee (PAC) shall notify the Payroll Office by October 1 as to his/her intentions.
- VI. Authorizations for deductions must be on file with Payroll Office.
- VII. The Association shall give written notification to the Payroll Office of the amount of its total individual dues and the amount of the non-member's service fees which are to be deducted in that school year. The amount of the deductions shall not be subject to change during the entire school year. The deadline for processing will be the week prior to the first pay of October.
- VIII. For the purpose of this Article, the term "School Year" shall include the period beginning with the first teacher working day of school in the Fall to the last teacher working day of school in the Spring.
- IX. Dues deductions and an alphabetized list of teachers by building from who deductions were made shall be transmitted by the Business Office to the AEA Treasurer within ten (10) days after such deductions are made. The AEA shall be responsible for disbursements of the dues paid.
- X. All refunds claimed for deductions under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any deduction made by the Board and paid to the Association, which deduction is by error in excess of the proper deduction.
- XI. Any dispute between the AEA and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization slip pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is resolved, no further deduction shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- XII. The Association assumes full responsibility for the validity and legality of such employees' deductions as are made by the Board pursuant to this Article and further agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Association.

The Association shall indemnify and save the Board and each individual Board member 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 he/she is not a member of the Association in good standing, subject to the following conditions:

- A. The damages have not resulted from the willful negligence, misfeasance or malfeasance of the Board or its designates.
- B. The Association, after consultation with the Board, has the right to decide whether to defend any said action.
- C. The Association has the right to choose the legal counsel to defend any said suit or action.
- D. The Association shall have the right to compromise or settle any claim made against the Board under this section so long as the compromise or settlement does not compromise any portion of this Agreement.

## Article V -

# Teachers' Hours, Assignment And Employment Conditions

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

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

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

It is recognized that a counseling position is unique. Emergency situations may require the counselor to be available for a reasonable time beyond the regular school day.

- B. The intent of the provisions of this section is to provide suitable guidelines for teacher service while providing flexibility, experimentation, individual initiative, and program improvement. The school day shall be a site-based decision within the parameters and resources of each site. Each teacher will provide direct instruction to meet required state minimums. Any additional teaching hours will be negotiated.
- C. Faculty Meetings: No more than twelve (12) scheduled faculty meetings per school year will be held at which teacher attendance is required.
1. The agenda for each faculty meeting will be developed with staff input. Agendas will be distributed at least twenty-four (24) hours prior to the faculty meeting.
  2. The agenda will be covered within a one-hour duration. Items remaining on the agenda will be tabled to the subsequent meeting or other mutual agreement.
  3. A volunteer timekeeper will monitor the time spent on each agenda item in an effort to cover the full agenda within the one-hour time allotment.
- D. Travel Time:
1. A Travel Committee will be formed with the charge of design and coordination of a district-wide schedule for all traveling teachers to minimize travel and determine reasonable travel times. The committee will meet prior to staff assignments on a yearly basis. The committee will be comprised of members of the Association and the Board, determined by the Labor Management Committee.
  2. Teachers assigned to more than one (1) school per day will have a reasonable amount of travel time between buildings. This reasonable amount of travel time will be in addition to the teacher's conference period and duty-free lunch time. For the purposes of this subsection, reasonable amount of travel time will be a minimum of twenty (20) minutes travel time for two (2) or more miles of travel.
- E. Budget: With the exception of executive order budget reductions/freezes, the process for the teachers supply allocations will be based on the following:
1. A shared decision making process will be utilized at each site by regular FTE classroom teachers and building principals for the budgeted allocation of teaching supplies, or

2. 30% of the allocated budget will be reserved for teaching supplies divided by the number of the full time equivalent (FTE) teachers.
  - a. Teaching supplies will be defined as discretionary, unrestricted funds to be used by the teaching staff.
  - b. Common use items will be part of the common use budget. The common use budget is part of each individual building budget. The common use includes areas such as the library, computer lab and unassigned student work areas.
  - c. The reserved teaching supplies shall be used exclusively for classroom teaching supplies and not for copies (including copy paper cost) and equipment. All purchases must be made in accordance to the Board purchasing policy.

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

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

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

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

F. Any teacher who accepts a class as a substitute teacher, which requires the forfeiture of the teacher's preparation period, shall be compensated Twenty (\$20.00) Dollars. In lieu of the Twenty (\$20.00) Dollar payment, a teacher shall have the option to accrue time substituting for eventual flexible time. The flexible time may be used within the fiscal year earned or the flexible time may be turned in by the end of the school year for Twenty (\$20.00) Dollars per preparation period forfeited. Any teacher who earns flexible time after May 15 shall be compensated Twenty-five (\$25.00) Dollars at the end of the school year.

G. No student teacher shall be assigned to a cooperating teacher without the consent of the cooperating teacher.

H. All teachers are required to attend in-service days, record days, parent-teacher conferences, faculty meetings, and their building's open house.

I. The Board and the Association mutually recognize the importance of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall continue to provide a teacher reference library for all schools in the district and include therein materials, which are requested by

the teachers and administrators of each school. Elementary professional libraries will be supplemented by this system's curriculum resource center.

- J. Copy/Duplicating Machines. The Board agrees to make available in each school an adequate number of copying/duplicating machines, copy paper, toner and duplicating materials for direct professional teacher use. Placement of these machines will be such that they are easily accessible to all teachers. Teachers shall have access to copying/duplicating machines throughout their professional day.
- K. The Board shall provide:
1. Desk. A separate desk for each teacher in the district with lockable drawer space.
  2. Closet Space. Suitable closet space for each teacher to store coats, overshoes, and personal articles.
  3. Chalkboard/White Marker Board. Adequate chalkboard and/or white marker board space in every classroom.
  4. Texts. Copies, exclusively for each teacher's use of all texts used in each of the courses the teacher is to teach or is responsible to make accommodations for their students.
  5. Dictionary. A college level dictionary will be placed in each classroom where requested by a teacher or the building principal.
  6. Storage Space. Adequate storage space in each classroom for instructional materials.
  7. Required Materials. Each teacher shall be provided with attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- L. Driving. Under no condition shall a teacher be required to drive a mini school bus as part of his/her regular assignment, but he/she may do so under mutual agreement for the institution of specialized programs.
- M. Lounge/Lunchroom. The Board shall make available, exclusively for staff use in each school, restrooms, lavatory facilities, and at least one (1) lounge. A lunchroom at the High School and Middle School level for staff use only will be provided. Provisions for such facilities shall be made in all future buildings.
- N. Telephone. Telephone facilities with an outside line limited to local calls shall be made available to teachers for their professional use.
- O. Parking. Adequate parking facilities shall be provided, properly maintained, and identified for staff use. Building administrative assistance shall be given to prevent vandalism and/or the determination of the cause of damage or vandalism to vehicles parked in the staff parking lot or designated area.
- P. Accumulated Sick Days. The number of days of accumulated sick days a teacher has shall be shown on the teacher's paycheck each month.
- Q. Safety. Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well being.
- Secondary teachers assigned to life management, art, science, or technology education classes shall, upon request, be furnished at no cost to the employee, a protective coverall, apron or lab coat, and safety glasses.
- The teacher handbook will include references to safety laws and regulations and will include the names of contact persons for those laws/regulations.
- The Board will provide inoculations for bloodborne pathogens at no cost to the employee. If employee clothing is bloodied, the Board will clean them or provide new if they cannot be cleaned.
- R. Professional Attire and Language. Good judgment with regard to appropriate professional attire and language will be demonstrated as a part of being an effective educator.



- S. Assignment Beyond Normal Teaching Assignment. If a teacher is contracted to teach more than the normal teaching assignment as set forth in this Article, the teacher shall receive additional compensation at one-and one-half (1-1/2) times his/her period rate for each additional teaching period.

II. High School (9-12)

- A. Lunch Period. Each teacher shall have a thirty (30) minute duty-free lunch period and a preparation period that is equal to a class period.
- B. Substitute. If a teacher has less than the normal teaching assignment, said teacher shall, if asked, substitute in his/her building a period of time equal to the deficiency in his his/her assignment.
- C. Lunchroom Supervision. When teachers are used for lunchroom supervision, there will be no less than two (2) teachers assigned to the cafeteria proper.
- D. Academic Center/Labs.
1. No member of the High School faculty will be required to teach more than five (5) academic classes in a day.
  2. Unless there is a mutual agreement between the affected teacher and the principal, every full-time high school teacher, with the exception of counselors, will be responsible for one Academic Center during the school day.
- E. Parent/Teacher Conferences. Fall conferences will be scheduled 2 evenings and 1 afternoon. Spring conferences will be scheduled 1 evening and 1 afternoon.

III. Middle School (5-8)

- A. Planning Time.
1. Individual Planning Time. There shall be a period of sixty (60) minutes devoted to planning and pre and post school supervision. The planning period shall be a minimum of forty-five (45) consecutive minutes daily. The remaining minutes shall be devoted to general student supervision as scheduled by the building principal.
  2. Team Planning Time. There shall be a period of forty-five (45) minutes for the purpose of supporting interdisciplinary teams. It shall be provided to those teaching staff who are members of interdisciplinary teams. For purposes of this agreement, the scheduling and activities of Team Planning will be considered an administrative responsibility. Team Planning may include such activities as coordinating curriculum instruction, and assessment; planning a team's use of its instructional time; developing and reflecting upon team norms, priorities, and practices; ongoing review of student work; interactions with students, other staff, parents. If the team-based approach is not implemented, the team planning time shall not be required.
- B. Lunch Period. It is agreed that each teacher shall have at least a thirty (30) minute duty-free lunch period. In the event it is necessary to assign a teacher to lunchroom supervision, the principal shall arrange said teacher's schedule so as to provide for some other midday duty free period. Lunchroom and/or study hall supervision shall be considered as a teaching period in the total assignment of a teacher.
- C. Substitute. If a teacher has less than the normal teaching assignment, said teacher shall, if asked, substitute in his/her building a period of time equal to the deficiency in his his/her assignment.
- D. Lunchroom Supervision. Each regularly scheduled lunchroom period shall be supervised by at least two (2) teachers and at least two (2) lay persons, or one (1) supervisor per One Hundred (100) students or any major part thereof.
- E. Student/Parent Orientation. Fifth (5<sup>th</sup>) through Eighth (8<sup>th</sup>) Grade teachers will be required to attend two (2) student parent orientation nights.
- F. Parent/Teacher Conferences (5-6). Fall conferences will be scheduled 2 evenings and 1 afternoon. Spring conferences will be scheduled 2 evenings and 1 afternoon.
- G. Parent/Teacher Conferences (7/8). Fall conferences will be scheduled 2 evenings and 1 afternoon. Spring conferences will be scheduled 1 evening and 1 afternoon.

IV. Elementary (Kindergarten – 4)

- A. Planning Time. Every elementary teacher will be afforded a minimum of two hundred twenty (220) minutes planning time per week with a minimum of thirty (30) minutes per day. This time will be afforded during the pupil instructional day.
- B. Pupil Contact Supervision/Lunch Period. Elementary teachers shall be responsible for a period of pupil contact supervision, not to exceed thirty (30) minutes daily and one hundred (100) minutes weekly, at which time they are directly responsible for supervision of pupils within their classroom or in other areas of the building. The staff and the principal of each elementary school shall determine a schedule for supervision and allotment of the time period before and after school. Teachers shall have a forty-five (45) minute duty free lunch period.
- C. Recess. Teachers with recess periods will meet with their building principal to arrange a supervisory schedule of recess whereby part of the K-2 staff will be released through a scheduled plan to provide for additional planning time. Elementary teachers (3-4) will be allowed to take a recess period of a minimum of fifteen (15) minutes with their students on any day in consultation with the building principal. If an agreement cannot be reached between the teacher and the principal on the weekly allocation of recess time, the teacher may appeal to the Director of Curriculum and Instruction.
- D. PTA/PTO Meetings. No teacher will be required to attend more than three (3) PTA/PTO meetings per year.
- E. Parent/Teacher Conferences. Fall conferences will be scheduled 2 evenings and 1 afternoon. Spring conferences will be scheduled 2 evenings and 1 afternoon. One half day each semester shall be provided for elementary parent-teacher conference preparation. In the event adequate parent-teacher conference time is not available for elementary teachers, the teacher will notify the building principal. The building principal will hire substitute teachers in an effort to allow the elementary teachers adequate time to meet with parents and prepare for parent-teacher conferences.
- F. Teacher Attendance. A teacher's attendance is not required when a certified teacher, in the instructional area of gym, music, art, and library instruct a class.
- G. Classroom Teacher-Substitute. If no substitute teacher is available, the Board will evaluate the assignment of the principal, physical education, art, music, Reading Recovery®, special ed, and other certified staff as alternatives before assigning a classroom teacher to cover the class. It is understood the assignment will be rotated among the above stated staff.

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

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

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

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

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

1. Elementary

The Board will make a reasonable attempt to equitably distribute students among all regular education sections at each grade level within a building. In grades K-2 the optimum class size will be 26 with a maximum of 28. Extra compensation will be paid for the 27th and 28th pupil. Grades 3-4 will have an optimum of 28 with a maximum of 30. Extra compensation will be paid for the 29th and 30th pupil. Extra compensation will be based upon the following formula:\*

$$\frac{\text{K-2 Salary}}{180 \times 26} = \text{pay per day, per extra pupil} \times \frac{1}{1}$$

$$\frac{\text{3-4 Salary}}{180 \times 28} = \text{pay per day, per extra pupil} \times \frac{1}{1}$$

\*Based upon class size as of Fall count day and retroactive to first day of class.

2. Middle School

	Optimum	Maximum
English	20	30
Social Science	25	30
Mathematics	25	30
Science	25	30
Art	20	30
Music*	30	40
Physical Education	30	40
Pool	20	40
Computer Literacy	25	30
Life Management	20	30
Technology Education	20	22
Basic or Remedial Classes in any Area	18	25

3. High School

	Optimum	Maximum
English	20	30
Social Science	25	34
Mathematics	25	34
Science	25	34
Foreign Language	25	30
Business	25	34
Business Applications	25	32
Industrial Arts	15	22
CAD	25	32
Life Management	20	30
Music*	30	40
Art	20	32
Physical Education	30	40
Pool	20	40
Basic or Remedial Classes in any Area	18	25
Academic Center	20	25
Distance Learning	25	30

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

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

If additional compensation is due for exceeding the stated maximum class size, the teacher shall receive, based upon class size on the 10<sup>th</sup> day of the marking period, extra compensation equal to:

- a. the teacher's base salary,
- b. divided by (180 x 30 x 6) – which are constants that represent 180 days of school, 30 students per class, and 6 instructional periods per day,
- c. times the number of instructional periods in the marking period the teacher teaches a number of students in excess of the stated maximum,
- d. times the number of students in excess of the stated maximum,
- e. retroactive to the first day of the marking period.

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

5. Special Education

- a. Special classes for Handicapped or Cognitively Impaired or Learning Disabled or Emotionally Impaired class size, total case load, maximum number of students in the classroom, teacher consultant maximums may not exceed the limits specified in the current State Department of Education Special Education Regulations. An IEPC meeting, required by State law, may be scheduled, on a voluntary basis, before/after school with an accompanying reimbursement stipend of Ten (\$10.00) Dollars per IEPC meeting for each faculty member attending in its entirety. (Still get paid whether it starts at 2:30, 2:45 etc. as per coaches).
- b. The District will make reasonable attempts to equitably distribute among regular education sections, students who have been identified through the IEPC process as recipients of special education services.

6. Distance Learning, such as Michigan Virtual High School (MVHS) or STARS, will be considered part of a teaching assignment if the class is monitored/taught at the High School during the school year.

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

## Article VI - Professional Qualifications And Assignments

- I. Teachers shall be assigned to teach within the scope of their teaching certificates and their major or minor field of study, provided they meet the highly qualified requirements under the *No Child Left Behind Act*. (See Appendix I for documentation requirements). If there are any concerns with highly qualified determinations, they can be brought before the Labor Management Committee.
- II. Assignments/Contracts/Letters of Intent. It is agreed that all tentative teaching assignments for the following year (including lunchroom or study hall supervision) and extra-curricular assignments will be announced no later than May 15<sup>th</sup>.

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

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

Teachers who will be affected by a change in teaching assignment between the last regular workday and June 30 will be notified and consulted by the appropriate administrator as soon as possible.

If a teacher has an involuntary change in assignment after August 1 through one week before the first teacher work-day, the teacher will be paid a stipend of Seven Hundred Fifty Dollars (\$750.00). If a teacher has a change in assignment one week before the first teacher work-day through the end of first semester, the teacher will be paid a stipend of One Thousand Five Hundred Dollars (\$1500.00). The definition of an assignment: Elementary – K-4 specific including building assignment; 5-12 generic/subject(s) including building assignment. This provision excludes specials assignments such as Music, Art, PE, ESL, Computers, Life Management, Foreign Language, Reading Recovery/Literacy Support, State and Federal assignments, or other assignments as agreed upon by Labor Management.

However, it is specifically agreed that assignments may be changed for the second semester, without a stipend, as a result of reductions in student enrollments and the resulting rescheduling.

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

- III. Administrative Appointment. Any teacher who is appointed to an administrative position and shall later return to a teacher status shall be entitled to retain such rights as he/she may have had under this Agreement prior to such appointment.
- IV. In classrooms or schools where a substantial percentage of the student population is derived from home situations where English is not the primary language, or is an incidental language, the Board shall give special attention to hiring qualified teachers who are bilingual and trained to assist the students in English as well as the primary language spoken by said students.
- V. The Board and the Association recognize the desirability of multi-ethnic representation on the teaching faculty.

## Article VII - Leaves Of Absence

### I. Leaves With Pay

- A. Sick Days. At the beginning of each school year, tenure teachers will be granted ten (10) days per school year, and non-tenure teachers will be granted five (5) days per semester with wages paid for time off for cases of personal illness or disability and/or emergency medical procedures, and injury or illness to members of their immediate families with no statement required.

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

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

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

A teacher may also:

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

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

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

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

- D. Physical Examination. Where a teacher's illness extends beyond eight (8) continuous school days, the Board may require an examination by a physician of its choice, but such examination shall be at the Board's expense, and said teacher shall receive a copy of any report furnished to the Board by said physician. The attending physician will not render any psychiatric evaluation nor will his report of findings of said examination become part of said teacher's permanent personnel file.

However, under no circumstances shall this section be construed as preventing the Board of Education from seeking a psychiatric evaluation and/or physical examination under the Michigan Tenure Act relating to discharge of a teacher.

- E. Workers Compensation. Absence due to injury or illness incurred in the course of the teacher's employment may be charged against the teacher's sick leave days. Teachers injured while working for the Adrian Public Schools, and thus becoming eligible for workers' compensation benefits, will have the following choices:

1. Accumulated leave days will, on an optional basis, be available to the injured teacher during the period the teacher is unable to work as a result of an accident.
2. If the teacher elects to use his/her sick leave, the teacher's workers' compensation benefits will be supplemented by school funds to give the teacher the equivalent of his/her regular daily rate of pay. The proportion of the teacher's daily rate used to supplement the workers' compensation benefit will be charged against the teacher's sick leave, rounded to the nearest one-half (1/2) day. A teacher shall advise his/her building administrator as soon as possible to this intention of taking said leave and the teacher's choice on the use of his/her sick leave.
3. If the teacher is receiving workers' compensation benefits due to an illness/injury, he/she shall accrue seniority during his/her period of incapacity.

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

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

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

- H. Personal Emergency, Business and Professional Days. Personal emergency and business leaves shall be limited to two (2) days and one (1) additional professional day per school year. These three (3) days shall be in addition to sick leave and not chargeable to sick leave.
1. Personal emergency and business leave days shall be used only in situations of emergency or for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours, or during vacation periods. A professional day will be defined as a leave day with no restrictions on the content of the usage.
  2. Teachers wishing to take these days under emergency conditions shall contact the electronic secretary stating they will be absent from school. Upon return to the job, the teacher shall complete an absentee card stating reason(s) for such absence. Personal emergency, business leave and professional days are to be arranged with the building principal a minimum of three (3) days in advance of said absence. An explanation of the nature of the teacher's personal emergency, business leave or professional days shall be optional with the teacher.
  3. Personal emergency and business leave shall not be used for hunting, for fishing, or other recreational activities. Personal emergency, business leave and professional days shall not be granted for the first or last day of the school year, nor on the working day preceding or following a scheduled school vacation period or holiday, nor on parent-teacher conference days or nights. If the teacher must use a personal emergency, business leave or professional day immediately before or after a vacation period or holiday, or on parent-teacher conference days or nights, the teacher shall notify the Human Resources and explain the need to use the personal emergency, business leave or professional day.
  4. Teachers shall be allowed to accumulate unused personal emergency, business leave and professional days to the teacher's sick days. In the event a teacher needs additional personal emergency, business leave and professional days beyond the three (3) per year, he/she shall make a request to Human Resources for use of the personal emergency, business leave, professional days accumulated.
  5. Upon retirement unused sick leave days, personal emergency, business leave and professional days shall be included for termination pay. This pay may be eligible for a "Special Pay Deferral Plan" (see Article XIV, Section II).
- I. Flexible Time. Flexible time is to be arranged with the building principal a minimum of three days in advance of said absence. Flexible time shall not be used on the first or last day of the school year, nor on the working day preceding or following a scheduled school vacation period or holiday, nor on parent-teacher conference days or nights. If the teacher must use flexible time immediately before or after a vacation period or holiday, or on parent-teacher conference days or nights, the teacher shall notify Human Resources and explain the need to use the flexible time before consideration is given.
- J. The following leaves shall be granted with pay and not charged against the teacher's accumulated leave:
1. Jury Duty/Court Appearance. When a teacher is called for jury duty or a court appearance supported by a subpoena during school hours, the teacher shall be paid his/her full salary for such time, with the understanding that the teacher provides the required planning. In the event a teacher called for jury duty or a court appearance supported by a subpoena is not able to provide required planning, salary for this period shall be based on the regular daily rate less jury duty or court appearance compensation. This does not apply if the teacher is a plaintiff or defendant in a criminal or civil suit.
  2. Military. Time necessary to take the military service physical examination.
  3. School Business. All other absences, which are in the course of school business, which have been approved in writing by the administration.
- K. Inclement Weather. If schools are open on an inclement weather day and the roads are hazardous, then the teacher may use a sick day when reporting their absence for the day.

- L. Inclement Weather/Emergency Closings No teacher or coach attendance shall be required when school is closed due to inclement weather or an emergency. If weather conditions improve and a sporting event is not cancelled then the coaches attendance shall be expected. When the start of classes has been rescheduled, due to the delay in the bus schedule, teachers are required to report fifteen (15) minutes prior to the announced starting time. When school is closed, due to an emergency, teachers will meet with their building administrator to decide what educational activity(ies) is (are) appropriate for the day. The activity (ies) will be determined by a majority of the staff and the Building Administrator.

Teachers will be dismissed within a reasonable amount of time, which will be no later than thirty (30) minutes after students have been dismissed.

- M. Association President Planning Period. The Association's President shall have his/her planning period scheduled for the final period of the day unless otherwise arranged, and shall be released from his/her building during this period upon notification to his/her building principal.
- N. Association President Release. At the discretion of the Association, the Association President shall be released from his/her teaching duties up to a half-day and the Association shall pay for the president's salary. Proper notification shall be given to the Human Resources Manager. Every effort will be made to allow the President this time consecutively and at a time of his/her choosing, that would be most useful in fulfilling the duties required.

## II. Unpaid Leaves

### A. Exchange Teacher Leave

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

### B. Professional Growth Leave

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

### C. Military Leave

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

### D. Association Leave

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

### E. Leave for Public Office

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

### F. Extended Leave

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

### G. Child Care

1. Child care leave, including adoption, without pay and sick leave accumulation, is available to teachers up to a maximum of two (2) years, renewable yearly at the discretion of the Board.



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

H. General Leave

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

III. Return From Leave

- A. Teachers on a full year leave will notify Human Resources by April 1 of their leave year as to whether they shall return, resign, or request an extension for the next school year. Teachers on extended leave shall submit medical verification of their fitness to return to full-time employment. All others returning from leave must notify the Human Resources at least two (2) weeks prior to their return.
- B. Assignment. Upon return from leave a teacher will be assigned a teaching position within the area of the teacher's certification and highly qualified status, however, a teacher returning from a short term disability leave will be returned to his/her former position.
- C. Salary Schedule Placement. If a teacher completes a full semester during the year of leave he/she shall be placed on the next higher step on the salary schedule. If credited with less than a full semester he/she shall return on the same step.

IV. Other Absences

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

## **Article VIII - Vacancies And Transfers**

- A. The Board recognizes that it is desirable when making assignments to consider all facets of the education program including the interests and aspirations of its teachers. The Board will make a reasonable effort to place teachers in assignments for which they are certified and qualified. The Board and the Association acknowledge there are several ways to fill a vacancy: 1) Voluntary Transfer; 2) Involuntary Transfer; 3) Job Exchange Network; and 4) External Hiring Procedure.
- B. Vacancies. A vacancy shall be defined for the purpose of this Agreement as a position presently unfilled. A vacancy may result from the retirement, transfer, reassignment, termination of present Association members, expansion of present programs or the creation of new programs.

Vacancies shall be filled on the basis of the experience, competency and qualification of the applicant, and other relevant factors. An applicant with less service in the district shall not be awarded such position unless his/her total qualifications shall be superior in the judgment of the Administration.

In the event a teacher is certified and qualified to teach in more than one area or discipline, the teacher may displace one of the teacher(s) with the least seniority in all areas the teacher is certified and qualified to teach, unless the displacement would result in a teacher laid off or a teacher not recalled from layoff.

Vacancies are filled with the following priority

If a vacancy occurs during annual staffing:

- 1) Involuntary transfers are considered when it is necessary for the teacher to obtain a position in an area for which the teacher is highly qualified.
- 2) Teacher preference for a position in order to meet highly qualified requirements will be considered.

If there is a posted vacancy:

- 3) To ensure recall rights for laid off teachers, voluntary transfers will only be considered if a teacher is in the same assignment area(s) as the laid off teacher(s).
- 4) Recall of a laid off teacher for which the teacher is certified and qualified.
- 5) Voluntary transfer of a teacher in any assignment area for which the teacher is certified and qualified, will be considered.

The Board will post all teacher vacancies for five (5) work days, for internal applicants, except vacancies occurring within twenty-one (21) days of the first teacher work day or for Homebound Teachers. A vacancy occurring within twenty-one (21) days of the first teacher work day or for Homebound Teachers, may be filled by the District without posting for five (5) work days using the external hiring procedures.

Internal applicants will be interviewed prior to external applicants. If there are no qualified internal applicants, the Board will interview external applicants.

If a vacancy occurs after the start of the school year, the Association and the Board may mutually agree to supersede the hiring procedure due to the extenuating circumstances and in the best interest of the students and the District.

- C. Vacancy Notices. 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 of vacancy to all employees; 2) building bulletin boards; 3) District Job Line (517) 264-6677; and 4) District web site: [www.adrian.k12.mi.us](http://www.adrian.k12.mi.us).

D. Annual Staffing Timeline

February 1st	Retirement Notifications Due to Board
February 1st	Job Exchange Network Letters Due to Board
February 1st	Post Positions Filled Within 21 Days of First Teacher Work Day by External Applicant
February 1st – 21st	Building and Administrative Staffing Meetings
April 1st	Layoff Notification
April 1st	Tentative Assignment Discussions at Building Level
May 15th	Contracts to Association Members
May 30th	Signed Contracts Due in Human Resources

- E. Annual Staffing Process. Administration will determine the staffing level at each building based on criteria such as student population, student needs, and program requirements. The Building Principal will review the established staffing levels with the Association Building Representative(s). The Building Representative(s) will provide input in staffing decisions within the building.

- F. Voluntary Transfer. Vacancies will be posted within the guidelines of Article VIII, B. Association members interested in a posted position must complete an Internal Job Opportunity/ Transfer Request within the timeline on the posting.

The Building Principal and an interview team made up of at least one (1) Association Member will interview each internal applicant for a vacancy. Whenever a transfer request is denied, the applicant will be provided a verbal explanation.

The Curriculum Cabinet Member in the areas of music, art, physical education, and technology education may be invited to participate in his/her department's teaching hiring interviews.

G. Highly Qualified. The Board will make a reasonable effort to place teachers in assignments for which they are certified and qualified. By November 1, 2004, every teacher will complete the Michigan Highly Qualified Teacher Report (Appendix I). For any teacher not meeting highly qualified requirements, Human Resources will meet with the teacher to jointly develop a plan for meeting requirements, prior to annual staffing.

1. If a teacher does not complete a plan to meet highly qualified requirements, the teacher must complete the High Objective Uniform State Standard of Evaluation (HOUSE) review, if this was not part of the initial plan.

If the teacher does not receive a successful HOUSE review by February 1, 2006, the teacher will be placed in a vacancy for the 2006-07 school year, for which the teacher is certified and qualified. If there is no vacancy, the following options are available:

- a) Seniority rights to a highly qualified assignment, determined by least senior position
- b) Unpaid leave of absence
- c) Retirement, if eligible

Failure to participate in the HOUSE review will relinquish seniority rights to any assignment, and the following options will be available:

- a) Unpaid leave of absence
- b) Retirement, if eligible

H. Involuntary Transfer. An involuntary transfer can only occur under any one of the following conditions:

- a) change in class section
- b) reduction in student enrollment
- c) placement of program
- d) closing of building
- e) unavailability of acceptable internal or external candidates
- f) failure to meet highly qualified status
- g) change in curriculum
- h) unresolved staff conflict (documented) provided there is a vacancy
- i) within same building
  1. elementary – within one grade level (i.e., 2nd grade to 1st or 3rd)
  2. middle school – 5-6
  3. middle school – 7-8
  4. high school – 9-12

A teacher who is involuntarily transferred will be provided a written letter of explanation. If a teacher objects to an involuntary transfer, he/she may request a review of the decision before the Labor Management Committee.

If it is necessary to involuntarily transfer a teacher after the eighteenth (18<sup>th</sup>) year of service with Adrian Public Schools the teacher shall have the first opportunity for jobs posted prior to the annual staffing process that the teacher is certified and qualified to teach. In the event this senior staff person's former position becomes vacant, the teacher shall be given the first opportunity to return to the former position, subject to qualifications.

An involuntary transfer to another building after the close of the current school year for the following year will be made only in case of an emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer. If the teacher objects to such a transfer for the reason given, the dispute may be resolved through the grievance procedure or the teacher may elect to resign.

I. Vacancies occurring within twenty-one (21) days of the first teacher day may be filled by the District without posting for five (5) work days using the external hiring procedure. All vacancies filled during this twenty-one (21) day period will be posted internally during the next annual staffing process.

- J. Job Exchange Network. Teachers desiring to exchange positions must notify the Board through the Human Resources Office by February 1st of each year. This exchange will allow certified and qualified teachers the opportunity to select an alternate professional experience. The exchange must be for a minimum of one (1) school year. The teachers will return to their original positions, if available, at the conclusion of the school year unless reapplication is made by February 1st of each year. Approval of a second year exchange will eliminate the right of the teachers to return to their original positions(s).

All exchange position requests require the written approval of the respective principals and Human Resources. If a teacher exchange team request is denied, they may request a review of the decision before the Labor Management Committee.

- K. Part Time Teachers. The Board will make every reasonable effort to assign part-time teachers to full-time positions. If full-time positions are not available, the Board will make every effort to increase part-time teachers' workday.

Part-time teachers will only be assigned full-time positions or increased status with a satisfactory evaluation.

- L. The Board declares it supports a policy of filling all vacancies, including vacancies in supervisory or administrative positions, from within its own teaching staff. Whenever a vacancy arises or it is anticipated, the Superintendent shall promptly notify the Association and post the vacancy for not less than five (5) work days.

## **Article IX - Professional And Association Leave**

- I. The Association will be granted twelve (12) teacher days during the academic year in which members may be released from their regular duties without loss of compensation for the purpose of participation in business relating to the operation of the Association in the Adrian School District. These days will be allowed only upon authorization of the AEA President. If additional days are needed, a request can be brought to Labor Management.

The Board acknowledges that the services provided by the Association, including promoting harmonious labor relations, is sufficient and current reimbursement for the sums paid to the Michigan Public School Employees Retirement System on behalf of the Association members (also refer to Article VII, Section I, M-N).

## **Article X - Mentor Teacher**

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

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

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

- III. The mentor will be guaranteed the following:

- A. The bargaining unit member who serves as a mentor during the school year shall be compensated as shown on Schedule I.
- B. The mentor would never be required to complete a formal written evaluation of another bargaining unit member (probationary teacher); nor be allowed to testify in a grievance procedure which involves the probationary teacher. All communication between the mentor and probationary teacher will be performed in a professional, collegial, non-threatening manner. If a mentor observes any illegal activity, he/she has an obligation to report it to the administration.
- C. The Board will develop a list of potential mentors district-wide by building prior to June 1<sup>st</sup>. Tenured teachers will indicate their interest to be a potential mentor on the Annual Mentor Form. Written notification of mentor assignments and/or changes in mentor assignments will be provided to the AEA President or his/her designee. Notification will be simultaneous with the annual seniority list.

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

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

#### IV. Requirements for Mentor and/or the Probationary teacher

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

## **Article XI - Teacher Performance Evaluation**

The parties recognize that the Teacher Performance Evaluation is a developmental function which helps newly employed and experienced teachers identify areas of success and areas of continuing progress. The ultimate purpose of an evaluation program is to improve the quality of education. Therefore, to this end, the following procedure has been agreed to, in an effort to accomplish these goals.

- I. Notification. Each year, probationary teachers who are scheduled for annual Teacher Performance Evaluation, and tenured teachers who are scheduled for triennial Teacher Performance Evaluation will be informed on the first teacher workday of the school year. In addition, a list of teachers scheduled for Teacher Performance Evaluation will be presented to the President of the Adrian Education Association on the first teacher workday of the school year.
- II. Orientation. Each evaluating administrator will meet with the teachers who are scheduled for Teacher Performance Evaluation to orient them to the evaluation process, deadlines, and criteria of effective teaching used by the District. Respective building administrators will provide this Orientation, in individual and/or group settings, by the end of the fifteenth (15<sup>th</sup>) teacher workday of the school year.
- III. Process. Formal Teacher Performance Evaluations include Notification, Orientation, Observations, and the Teacher Performance Evaluation. The Teacher Performance Evaluation must be completed by March 15<sup>th</sup>.
- IV. Formal Observations. Teacher Performance Evaluation shall include a minimum of two (2) formal observations held at least sixty (60) days apart unless a shorter interval between the two observations is mutually agreed by the teacher and the evaluating administrator.
  - A. Pre-Observation Conference. Prior to each formal teaching observation, the evaluating District administrator will conduct a pre-observation conference to preview the lesson objectives, place in course, teaching/learning activities, teaching behaviors, methods of measuring learning, and any other behaviors the teacher might want monitored. This pre-observation conference will be held a maximum of two (2) school days prior to the formal observation, unless otherwise agreed to by the teacher.

- B. Classroom Observation. A District administrator will conduct a minimum of two (2) formal observations of lessons, each for the length of time the lesson is being taught. No observation shall unduly interfere with the normal teaching-learning process. All classroom monitoring or observation of the performance of a teacher for evaluative purposes shall be conducted openly and with the full knowledge of the teacher.
- C. Post-Observation Conference. Within five (5) school days of a formal teaching observation, the teacher will have a post-observation conference with the evaluator to discuss the observation. If an administrator believes a teacher is doing satisfactory work, a discussion will take place in the conference reinforcing the strengths of the teacher's performance and making suggestions for improvement, as needed. If an administrator believes that there are concerns with the teacher's performance, these will be stated in the conference together with suggestions for improvement. In the case of any formal observation the evaluator will give the teacher a written summary of the conference within five (5) school days.
- V. Informal Observations. District administrators may visit a teacher's classroom for the purpose of informal observation at any time. No informal observation shall unduly interfere with the normal teaching-learning process. All informal observations shall be conducted openly and with the full knowledge of the teacher. The observing administrator shall provide the teacher with oral or written feedback within five (5) school days.
- VI. Evaluation Conference. Within ten (10) school days of the final post-observation conference, the evaluating administrator shall hold an evaluation conference with each teacher in triennial Teacher Performance Evaluation. In the conference the administrator shall provide the teacher with a written Teacher Performance Evaluation, review strengths of the teacher's performance as well as areas for improvement and performance concerns. Performance concerns shall be accompanied by suggestions for improvement. The teacher has the right to have an Association representative present during the evaluation conference.
- VII. Probationary Teachers.
- A. 1993 Tenure Act. Probationary teachers shall be evaluated in accordance with the 1993 Tenure Act.
- B. Individual Development Plan (IDP). By November 1<sup>st</sup>, teachers in their first year of probation shall be provided with an Individual Development Plan, developed in consultation with the teacher, by the evaluating administrator, in accordance with the Tenure Act (Section 38.83a of the Tenure Act). In each subsequent year of probation, the teacher's IDP shall be updated by the evaluating administrator, in consultation with the teacher, by November 1<sup>st</sup>, in accordance with the Tenure Act.
- C. Unsatisfactory Evaluation.
1. First Year Probationary Teachers. In the event that a 1<sup>st</sup> year probationary teacher receives an unsatisfactory evaluation, he or she will be recommended for non-renewal. This decision shall be communicated to the teacher in writing by March 15th.
  2. Probationary Teachers in Years Two (2) through Four (4). In the event that a second through fourth year probationary teacher receive an unsatisfactory performance evaluation following the completion of an IDP, he/she will be placed on a Professional Improvement Plan. This shall be communicated orally and in writing by the evaluating administrator within five (5) school days of the evaluation conference. The Professional Improvement Plan will include the reasons for the Plan and specific ways in which the teacher is to improve, as well as the assistance to be provided by the District.

The Professional Improvement Plan shall be in effect for a period of no less than forty-five (45) but not more than sixty-five (65) teaching days. During this time conferences between the evaluating administrator and teacher will take place. The teacher shall have the right of representation in any conference.

The evaluating administrator shall be responsible for monitoring the teacher's performance during the period of the Professional Improvement Plan. Within ten (10) school days of the conclusion of the Plan, the evaluating administrator shall hold an evaluation conference with the teacher. In the conference the administrator shall provide the teacher with a written Teacher Performance Evaluation, review the results of the Improvement Plan. The evaluating administrator will also communicate in writing whether the teacher will be recommended for continued employment or non-renewal. The teacher has the right to have an Association representative present during this evaluation conference.

VIII. Tenured Teachers.

- A. Unsatisfactory Evaluation. If an evaluating administrator finds that a tenured teacher's performance is unsatisfactory according to the Teacher Performance Evaluation, the teacher may submit a written response to the evaluation, which shall be attached to the Teacher Performance Evaluation. The teacher may also request a review of the evaluating administrator's decision before the Labor Management Committee. The teacher has the right to representation by the Association at the Labor Management Committee.
- B. Professional Improvement Plan. Pursuant to an unsatisfactory evaluation, a tenured teacher will be placed on a Professional Improvement Plan, including the reasons for the Plan and specific ways in which the teacher is to improve, as well as assistance to be provided by the District. The Plan shall be communicated orally and in writing by the evaluating administrator within five (5) school days of either: (1) the evaluation conference, if the teacher waives the right to review by the Labor Management Committee, or (2) the Labor Management review, in the event that a finding of unsatisfactory performance is upheld.

The Professional Improvement Plan shall be in effect for a period of no less than forty-five (45) but not more than sixty-five (65) teaching days. During this time conferences between the evaluating administrator and teacher will take place. The teacher shall have the right of representation by the Association in any conference.

The evaluating administrator shall be responsible for monitoring the teacher's performance during the period of the Professional Improvement Plan. Within ten (10) school days of the conclusion of the Plan, the evaluating administrator shall hold an evaluation conference with the teacher. In the conference the administrator shall provide the teacher with a written Teacher Performance Evaluation, and review the results of the Improvement Plan. The teacher has the right to have an Association representative present during this evaluation conference.

- C. Successful Conclusion of a Professional Improvement Plan. In the event of a satisfactory Teacher Performance Evaluation at the conclusion of a Professional Improvement Plan, the Plan will be attached to the Evaluation, to be placed in the teacher's Personnel File.

Failure to maintain satisfactory performance. The teacher is responsible for maintaining satisfactory performance. In the event that the teacher's performance regresses within one (1) year to the unsatisfactory level in the areas of performance addressed in the Plan, he/she shall immediately be placed on another Professional Improvement Plan.

Repeated failure to maintain satisfactory performance. In the event that the teacher's performance regresses to an unsatisfactory level in the same area(s) which are addressed in the original Plan for a third time, he/she shall be placed on an Intensive Assistance Program immediately.

- D. Unsuccessful Conclusion of a Professional Improvement Plan. In the event that a teacher's performance does not improve sufficiently, this shall be indicated by an unsatisfactory Teacher Performance Evaluation. The Plan will be attached to the Evaluation, to be placed in the personnel file. An Intensive Assistance Program shall be instituted.
- E. Intensive Assistance Program. The Intensive Assistance Program will include the specific areas of deficiencies, a prescription for improvement, a set time limit of no less than one hundred thirty-five (135) teaching days to correct the deficiencies, and precise consequences should the teacher fail to attain the level of improvement prescribed by the administration.

Prior to the implementation of the Intensive Assistance Program, the Human Resources Manager shall meet with the Association's leadership to discuss the teacher's progress and reasons for the Intensive Assistance Plan. The Association shall have the option to consider an alternative program for the teacher at this time. Should an alternative program be agreed to by the Human Resources Manager, the Intensive Assistance Program will be postponed for a minimum of thirty (30) teaching days.

This section does not apply to a probationary teacher who has engaged in a Professional Improvement Plan followed by a decision of non-renewal.

- IX. Discharge of Tenured Teacher. If discharge of a tenure teacher is to be considered because of inadequacies observed in the teacher's professional work with students, such action must be minimally preceded by:

- A. Repeated observation of the inadequacies by the administrator through the observation procedures described elsewhere in this Agreement.

- B. Clear directions that the teacher must improve, and the consequences of failure to do so.
- C. Adequate opportunity for the teacher to make improvements.
- D. Intensive assistance from administrators and school district resources to help the teacher improve.

Teachers who are given unusual responsibilities or difficult situations in which to teach, such as assignment outside a teacher's area of preparation or concentration, large numbers of students with learning or behavioral problems, large classes, and poorly equipped teaching environments, must have these aspects factored into the expectations they are expected to meet in assessing their total performance.

- X. Access to Performance Evaluation Documents. A teacher shall have the right to read all evaluations before they are placed in the personnel file. After reading the evaluation and discussing it with the evaluator, the teacher shall sign the evaluation indicating that it has been read and a copy received. If a teacher disagrees with the evaluation, the teacher shall have an opportunity to submit a letter of dissent for permanent attachment to the disputed evaluation. Letters of dissent shall be submitted to the evaluator within fifteen (15) work days of the signing of the evaluation. Any detrimental evaluation to which the tenure teacher responded in writing shall, at the teacher's option, be reviewed by the Superintendent or his designate and an association member with the teacher present. If the teacher is not satisfied with the findings of the Superintendent or his designate, the Board's Personnel Committee and the Superintendent or his designate will meet with the teacher. In each instance, the teacher may, if he/she so desires, have an Association Representative or counsel present.
- XI. Performance Evaluation Not Subject to Grievance. The Board agrees that evaluations shall not be used as punishment, discipline or reprimand; however, the process outlined in Section III above shall not be interpreted as punishment, discipline or reprimand. It is understood and agreed by the parties that the evaluation procedure is subject to the grievance procedure. It is expressly understood that the evaluation of the teacher and the criteria used to evaluate the teacher are not subject to the grievance and arbitration procedure.
- XII. Personnel File. Each teacher shall have the right, upon written request, to review the contents of their personnel file in the presence of a witness.

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

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

- A. All teacher evaluation reports
- B. Copies of annual contracts
- C. Teacher certificate
- D. A transcript of academic records
- E. Tenure recommendation
- F. Individualized Development Plan (IDP)
- G. Michigan Highly Qualified Teacher Report

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

No evaluative material submitted by the school's administration may be placed therein without allowing the teacher an opportunity to file a response thereto within thirty (30) calendar days. If the teacher believes that material to be placed in the teacher's file is not accurate or in error, the teacher may seek, through the procedure described in Section X of this Article to have the material corrected or expunged from the file. If the teacher is asked to sign material to be placed in the teacher's file, such signature shall be understood to indicate the teacher's awareness of the material, but in no instance shall said signature be interpreted to mean agreement with content of the material.

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

## **Article XII - Professional Behavior**

- I. No teacher shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or professional advantage, discharges, or any other action of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure, however, it is expressly understood that the substance of teacher evaluations is not grievable. The



specific grounds forming this basis for the disciplinary action will be made available to the teacher in writing within five (5) days.

- II. A teacher shall be entitled to have present a representative of the Association during any disciplinary action. The teacher shall be informed of the topic to be discussed when initially contacted by the administration. When a request for such representation is made, no action shall be taken with respect to the teacher until such representation is made, no action shall be taken with respect to the teacher until such representation of the Association is present, so long as the Association provides a representative within a reasonable period of time. Further, in the event a disciplinary action is to be taken, the teacher shall be advised of the right to representation under provisions of the Agreement prior to the action being taken.
- III. Progressive Discipline. The Board agrees to follow a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension with pay, suspension without pay, with discharge as a final and last resort. However, any disciplinary action taken against a teacher shall be appropriate to the behavior which precipitated said action and, therefore, might begin at an intermediate level or higher. Further, should the Board find it necessary to act under the provisions of the Tenure Act, the Board would not have to follow the foregoing procedure.
- IV. Complaint Against a Teacher. Any complaint made against a teacher by any student or other person will, as soon as possible after the administration's receipt of the complaint, but no later than three (3) days during which the teacher is in attendance, be called to the attention of the teacher with the nature of the complaint.

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

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

The administrator shall conclude the investigation within five (5) work days of receiving the complaint.

Any said complaint not called to the attention of the teacher may not be used as the basis of any disciplinary action against the teacher.

## **Article XIII - Reductions In Personnel And Annexation, Consolidation, Or Other Reorganization Of The District**

- I. To the full extent provided by law, this Agreement shall be binding upon the Board and its successor personnel for the duration of this contract. Should the Board authorize and enter into a public school academy, it shall be in accordance with the amended Act 451 of the Public Act of 1976 - Part 6A - Public School Academies, which assures that employees of the Public School Academy will be covered by the collective bargaining agreement that applies to other Association members.
- II. No teacher shall be laid off pursuant to a necessary reduction in personnel unless, in the opinion of the Board, there may be a decrease in the student enrollment, decrease in the revenues of the school district, elimination of a program, or displacement due to highly qualified requirements under the *No Child Left Behind Act*.
- III. Notification of Layoff. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof, unless said teacher shall have been notified of said layoff by April 1.
  - A. In the event that a reduction of personnel shall become necessary, the Board shall first retain those teachers possessing current teaching certificates with the longest period of service in the school district, who are certified and qualified to teach in those areas or disciplines to be preserved. When an area of discipline is eliminated because of a reduction in personnel, a teacher subject to layoff may displace a teacher with the lowest seniority in another area or discipline, if the more senior laid off teacher is certified and qualified in the area or discipline.

In the event a teacher is certified and qualified to teach in more than one area or discipline, the teacher may displace one of the lowest seniored teacher(s) in all areas the teacher is certified and qualified to teach, unless the displacement would result in a teacher laid off or a teacher not recalled from layoff.

The Board will make every attempt to retain as many teachers as possible when there is a reduction in force. Preference will be given to the most senior staff for teacher placement so that the least senior teacher will be laid off, if necessary.

This paragraph relating to reduction of personnel would include the summer period of any year in which this Agreement remains in effect, as well as the summer in which the Agreement expires.

The Board will make every effort to assign part-time teachers to full-time positions. If full-time positions are not available, the Board will make every effort to increase part-time teachers' work day.

Part-time teachers will only be assigned full-time positions or increased status with a satisfactory evaluation.

Part-time teachers will only be assigned full-time positions or increased status upon request of the teachers.

B. Definition of Seniority.

1. Seniority shall be defined as years of uninterrupted continuous service in the bargaining unit within the Adrian Public Schools.
2. Continuous service shall be interrupted when a teacher resigns, retires, or is discharged for just cause. Continuous service shall not be interrupted by an approved voluntary unpaid leave of absence, layoff or administrative service, but seniority shall not accumulate while in these statuses.
3. Employees on staff or layoff as of the effective date of this agreement shall continue to receive seniority credit for all years of service in the bargaining unit in the Adrian Public Schools.

C. Seniority List Placement. Teachers shall be placed upon the seniority list in accordance with the following procedures:

1. The first day of employment is defined as the teacher's first working day of the school calendar in effect at the time of hire.
2. Teachers who have the same first day of employment and the same seniority shall be placed on the list by lottery conducted under the joint auspices of the Association and the Board. Any employee leaving employment as defined above will be dropped from the seniority list without affecting the relative order of the remaining employees. Any employee who is added to the tie group after they have been ranked will individually draw a number to determine his or her position without changing the relative seniority of the other employees. Notification of all drawings shall be made to participants at least five (5) days in advance.

D. Updating of Seniority List. On the first working day of the school year, the Association will be provided a copy of an updated seniority list for the purpose of circulating to their membership. At the end of five (5) weeks, revisions will be forwarded to Human Resources for preparation of the finalized list. A finalized seniority list shall be published and posted by November 1 of each year for that current year's membership.

IV. Recall from Layoff. Any tenure teacher on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy.

Probationary teachers shall remain on the recall list for a period of three (3) years. In the event of recall the most senior probationary employee shall be recalled providing he/she is certified and qualified for the position and provided there are no certified and qualified tenure employees still on layoff.

No new teachers shall be employed by the Board while there are teachers of the district who are laid off, unless there are no laid off teachers with proper certification and qualifications to fill any vacancy which may arise.

V. Notice of Recall from Layoff. The Board shall give written notice of recall from layoff by sending a certified letter to said teacher, at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address, as it appears on the Board's records, shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. The teacher must respond to the Human Resources Manager within fourteen (14) days of the certified date of the letter sent from the Board in order to retain recall rights to a given vacancy.

## Article XIV - Fringe Benefits

I. The Board of Education agrees to furnish to all teachers one of the following options for a twelve (12) month period:

A. Plan A -- Insurance for the employee's entire family:

1. The Board will provide MESSA Choices II PPO including \$5/\$10 drug card, with cost to the teacher based on the following monthly schedule.

Coverage	Total Premium 2004-05	District Premium 2004-05	Teacher Premium 2004-05
Full Family	\$1120.05	\$1047.22	\$72.83
Two Person	\$1008.04	\$942.54	\$65.50
Single	\$449.69	\$420.44	\$29.25

\*Teacher premium is based on 6.5% of total premium. On 8/1/05, the teacher premium will increase to 10% until negotiation reopener is finalized.

The Board and the teachers will share premiums as stated in the above chart. A teacher may use section 125 plan of the IRS code as adopted by the Board of Education to pay for any share of the insurance cost on a pre-tax basis. The administration will assist the teacher on the proper use of section 125 plan for any insurance deduction.

2. Delta Dental - Class I 100/80%  
Class II 80%  
Class III (Orthodontic) - 80%  
(Lifetime max. - \$1300)
3. MESSA term life insurance of \$20,000 with double indemnity for accidental death and dismemberment.
4. Vision Service Plan (VSP) - 2.

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

1. In the event the teacher waives Plan A or Plan C, the Board will provide a cash payment of \$150.00 per month. The employee has the option of applying some or all of the cash payment to his/her Tax Shelter annuity in accordance with federal guidelines. The payment shall be made through the district's Board approved Section 125 plan of the Internal Revenue Code provided the teacher has timely submitted to the payroll office the appropriate completed forms. The teacher who waives insurance must sign a statement indicating he/she is currently covered under another group medical plan.
2. Delta Dental - Class I 100/90%  
Class II 90%  
Class III (Orthodontic) - 90%  
(Lifetime max. - \$1500)
3. MESSA term life insurance of \$40,000 with double indemnity for accidental death and dismemberment.
4. Vision Service Plan (VSP) - 3

C. Plan C -- Plans for employees not electing Plan A or Plan B:

1. In the event the teacher waives Plan A or Plan B, the Board will provide a cash payment of \$ 300.00 per month. The employee has the option of applying some or all of the cash payment to his/her Tax Shelter annuity in accordance with federal guidelines. The payment shall be made through the district's Board approved Section 125 plan of the Internal Revenue Code provided the teacher has timely submitted to the payroll office the appropriate completed forms. The teacher who waives insurance must sign a statement indicating he/she is currently covered under another group medical plan. If the number of teachers who waive Plan A or Plan B reaches 25% of the total teachers from the current school year the cash payment will be increased to \$400.00 per month, beginning the next benefit plan year.

2. MESSA term life insurance of \$5,000 with double indemnity for accidental death and dismemberment.
3. Employee's electing Plan C shall sign a waiver of dental and vision insurance benefits.

- D. Long Term Disability. The Board agrees to provide without cost to all teachers an insured income continuation plan for disability extending beyond the teacher's accumulated sick leave. The plan shall guarantee continuation of 66 2/3% of the teacher's income from salary and supplemental incomes averaged monthly, including benefits received from primary and family social security, workers' compensation (excluding any redemption order), or any other employer-sponsored plan, including disability benefits received under the M.P.S.E.R.S. insurance. Benefits begin after ninety (90) calendar days or depletion of accumulated sick leave, whichever is greater. Benefits will continue to age seventy (70) for illness or accident. The income continuation plan and insurance carrier are as set forth in the insurance policy mutually agreed upon.
- E. The Board will provide continued medical insurance payments for all teachers on an income contribution plan (L.T.D.) of eighteen (18) months. Such coverage to commence with the next medical insurance premium due after the teacher is placed on the L.T.D. plan. The Board reserves the right to self-fund this provision or to subcontract it to an insurance provider of its choice.
- F. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted.

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

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

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

III. Accumulated Sick Days. Twenty-five (\$25.00) Dollars per day will be paid for accumulated sick leave upon terminal retirement under the provisions of the Michigan Public School Employees Retirement System. Unused personal business days will be added to a teacher's accumulated sick leave up to two hundred five/one hundred (205/100) days.

The Board will compensate teachers Twenty Five (\$25.00) Dollars a day for any sick days in excess of two hundred five/one hundred (205/100) days for accumulations up to a maximum of thirteen (13) days per school year. The reimbursement will be made by the first regular payroll check in July.

IV. Early Retirement Incentive Program

A. Plan-Early Retirement Incentive (ERI)

1. The parties intend that the benefits paid under this plan shall constitute and shall qualify as social security supplements as described in 29 USCA § 623(1)(B)(ii).
2. To be eligible for benefits under the ERI plan, a teacher must satisfy either of the following conditions:
  - a. The teacher must be at least 55 years old and eligible to receive unreduced MPERS basic benefits under Section 81(1)(a) of the Michigan Public School Employees Retirement Act, or its successor statutory provision; or
  - b. The teacher must have 30 years of MPERS credited service and be eligible for unreduced MPERS Member Investment Plan benefits, under Section 43(b) of the Michigan Public School Employees Retirement Act, or its successor statutory provision.
3. Teachers who meet the eligibility criteria in Section III, paragraph A(2) above, will be eligible for the following benefits:
  - a. In the first through fifth years of the teacher's receipt of MPERS basic benefits or MPERS Member Investment Plan benefits, or until the teacher becomes eligible for full unreduced old-age insurance benefits under title II of the Social Security Act, 42 USC 401 *et seq* (whichever event occurs first), the District shall pay the teacher the lesser of the teacher's projected annual full

unreduced social security benefit or the monetary amount in which they are eligible based on the scale below. The monetary scale applies in the first year that the employee is eligible to retire and decreases after the first year. For employees who are already past the start of retirement eligibility, the end of the 04/05 school year will be considered their 1<sup>st</sup> year of eligibility for purposes of this provision.

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

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

4. The teacher's anticipated annual full unreduced old-age benefit under the Social Security Act shall be determined by reference to the specific projected benefit set forth in the annual earnings statement received by the teacher from the Social Security Administration in the year immediately preceding the teacher's election to participate in the ERI plan. If the teacher does not receive the annual earnings statement, he/she shall request such a report from the Social Security Administration and provide the same to the District as a condition of his/her participation in the ERI plan.

B. Teachers qualifying for benefits under the ERI plan will receive them on a twelve (12) pay basis:

Example: \$6,000/12

C. Should the retiree die, all benefits of this program will cease with the month of the retiree's death.

D. In order to be eligible for the ERI benefit, a teacher must be employed by the school district on the last working day prior to date of retirement.

E. Once a teacher retires under this Early Retirement Incentive Plan benefit, the benefit may not be withdrawn because of a subsequent negotiation of the Adrian Education Association's Master Agreement.

F. Teachers wishing to participate in the ERI program must submit a written notification of their intent to retire to the Human Resources Office, not later than February 1 of the year in which they wish to retire. This notice may be waived due to extenuating or unusual circumstances which have prevented the person from making the decision prior to the February 1 deadline. Benefits and payments will be effective as of September 1 of the year in which the employee terminates employment.

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

## Article XV - Salary And Extra-Duty Compensation

I. Reading Recovery® Teacher Leader. Teachers assigned by administration as a Reading Recovery Teacher Leader shall receive Five Thousand (\$5,000) Dollars additional compensation.

II. ESL Coordinator. Teachers assigned by administration as an ESL Coordinator shall receive One Thousand Three Hundred Ten (\$1310) Dollars additional compensation.

III. Split Grade/Multigrade Assignment. Teachers assigned by administration to teach a split grade classroom at the elementary level or multigrade regular elementary classroom as defined below shall receive One Thousand (\$1,000.00) Dollars additional compensation and will have concurrent planning time upon mutual request of the split grade and/or multigrade teachers.

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

IV. Years of Experience. The total years of experience of teachers employed in the Adrian School System will be evaluated according to established Board of Education policy. Fractional years after the first year of employment will be evaluated as follows: one-half (1/2) year or more will be evaluated as one (1) year; less than one-half (1/2) year of experience will be established as no experience or "0".

V. Extra-Curricular Activities. Supervision of non-contractual extra-curricular activities shall be on a voluntary basis.

VI. Approved Experience. Any teacher employed by the Adrian Public Schools may be given credit for approved experience outside the Adrian Public Schools at the rate of regular increment from one (1) through five (5) years. From the sixth (6th) through the tenth (10th) year, a one-half (1/2) increment shall be given.

Any teacher employed by the Adrian Public Schools after July 1, 1988, may be given credit for approved teaching experience outside the Adrian Public Schools. The number of years experience approved shall depend upon such factors as prior successful teaching, recommendations of former employers, and the recommendation of the Superintendent of Schools.

VII. Counselors. A counselor(s) may be asked to report early, on an optional basis, to assist in the pre-school registration/scheduling process. They may be canvassed as to their availability and will be notified in writing within thirty (30) days prior to the date requested by the administration to report. The counselor then has five (5) days in which to respond as to whether or not he/she is available. Compensation for such extra duty shall be on a per diem basis.

VIII. Mileage Reimbursement. Teachers shall be entitled to the allowable limit set by the IRS for mileage reimbursement when driving their own vehicle in execution of their teaching duties; being understood, that this does not include driving from home to school. Such driving and reimbursement shall be approved by the Superintendent or his authorized agents, and proper verification shall be submitted to the Business Office.

2004-2005 Salary Schedule					
Experience	B.S. Degree Lane	B.S. +18 Hours* Lane	M.A. Degree Lane	M.A. +15 Hours** Lane	M.A. +30** Specialist or Ph.D. Degree Lane
0	32460	34170	35920	37730	39535
1	34075	35850	37695	39590	41500
2	35755	37620	39555	41555	43535
3	37525	39510	41520	43625	45690
4	39390	41445	43560	45770	47960
5	41330	43500	45720	48030	50325
6	43375	45650	47985	50415	52815
7	45520	47900	50360	52915	55435
8	47775	50270	52840	55510	58170
9	50140	52770	55465	58275	61050
10	52615	55365	58200	61160	64075
11	55220	58120	61090	64175	67245
12	55220	58120	61090	64175	67245
13	55220	58120	61090	64175	67245
14	55220	58120	61090	64175	67245
15	55955	58855	61825	64910	67980
16	55955	58855	61825	64910	67980
17	55955	58855	61825	64910	67980
18	55955	58855	61825	64910	67980
19	55955	58855	61825	64910	67980
20	56790	59690	62660	65745	68815
21	56790	59690	62660	65745	68815
22	56790	59690	62660	65745	68815
23	56790	59690	62660	65745	68815
24	56790	59690	62660	65745	68815
25	57825	60725	63695	66780	69850
26	57825	60725	63695	66780	69850
27	57825	60725	63695	66780	69850
28	57825	60725	63695	66780	69850
29	57825	60725	63695	66780	69850
30	58460	61360	64330	67415	70485
31	58460	61360	64330	67415	70485
32	58460	61360	64330	67415	70485
33	58460	61360	64330	67415	70485
34	58460	61360	64330	67415	70485
35	58995	61895	64865	67950	71020
36	58995	61895	64865	67950	71020
37	58995	61895	64865	67950	71020
38	58995	61895	64865	67950	71020
39	58995	61895	64865	67950	71020
40	58995	61895	64865	67950	71020

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

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

Related Agreements for All Salary Schedules:

1. The Board will pay the retirement for employees on the salary schedule.

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

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

Official transcripts for courses completed by the first teacher work day must be received November 1 to receive a full stipend increase for the new lane change on the salary schedule.
4. The Master's in Fine Arts shall be considered a terminal degree.
5. The above salary schedule reflects an additional \$735 at the 15th year; \$835 at the 20th year; \$1035 at the 25th year; \$635 at the 30th year and \$535 at the 35th year.

### Schedule I - Extra Duty Compensation

1. The following schedule of compensation is the stipend for performing the extra duty assignment. All assignments are for one year and refer to one person.
2. In the event that the extra duty assignment cannot be filled from within the district's own teaching staff after a district-wide posting for five (5) days, the Board will hire from outside candidates in order to fill the assignment.
3. In the event that the Board cannot find an association member that is properly certified for specific extra-duty assignments, the Board will hire from outside the association in order to fill the assignment.
4. It will be the Board's right to develop, eliminate, split, assign, or not assign extra-duty assignment as part of the teacher's contractual day.
5. In the event that an extra-duty assignment is made a 1/6 part of a regular teaching assignment, the extra-duty compensation listed in the schedule will be paid at 50 percent. In the event that an extra-duty assignment is for more than 1/6 of a regular assignment and additional time after the normal workday is required, the Human Resources Manager shall notify and bargain the compensation with the association.
6. If new extra duty positions are created, the AEA and the Board will negotiate placement on Schedule I.

### Extra-Duty Compensation – High School

	2003-2005	2005-2006
<b>Activities Director</b>	5378.00	5430.00
<b>All School Play</b>		
Director	1615.00	1630.00
Producer/Publicity	547.00	550.00
Technical Director	862.00	870.00
Prop/Stage Manager	170.00	175.00
Costume Coordinator	170.00	175.00
Lighting and Sound Director	170.00	175.00
Ticket Taker/Event Supervisor (hourly)	14.08	14.25
<b>Class Advisors</b>		
9th Grade	719.00	725.00
10th Grade	719.00	725.00
11th Grade	1436.00	1450.00
12th Grade	1436.00	1450.00
<b>Curriculum Cabinet/Department Head</b>	1350.00	1365.00
<b>Debate</b>	540.00	545.00
<b>Enrichment/At Risk (hourly)</b>	21.86	22.00
<b>Forensics</b>	540.00	545.00



## Extra-Duty Compensation – High School cont.

	2003-2005	2005-2006
<b>High School Concerts &amp; Music Activities</b>		
Band	719.00	725.00
Assistant Band	438.00	440.00
Orchestra	719.00	725.00
Choral	719.00	725.00
Balladiers	719.00	725.00
Summer Parades	227.00	230.00
Accompanist/Rehearsal Accompanist (per concert)	56.00	60.00
<b>Marching Band</b>		
Director	2690.00	2715.00
Assistant Director	1884.00	1900.00
Flag Corps Director	898.00	910.00
Majorette Director	898.00	910.00
Percussion Assistant Director	821.00	830.00
Band/Orchestra Camp Chaperone (week)	227.00	230.00
<b>Musical</b>		
Dramatic Director (Overall)	1615.00	1630.00
Music Director – Vocal	1077.00	1090.00
Music Director – Orchestra	862.00	870.00
Technical Director	862.00	870.00
Choreographer	862.00	870.00
Producer/Publicity	547.00	550.00
Accompanist/Rehearsal Accompanist	445.00	450.00
Technician	445.00	450.00
Costume Coordinator	170.00	175.00
Ticket Taker/Event Supervisor (hourly)	14.08	14.25
<b>National Honor Society</b>	1436.00	1450.00
<b>Newspaper Advisor</b>	1507.00	1520.00
<b>Pep Band Director</b>	289.00	290.00
<b>Service Club</b>	719.00	725.00
<b>Yearbook Advisor</b>	3227.00	3260.00

## Extra-Duty Compensation – Middle School 7/8

	2003-2005	2005-2006
<b>Curriculum Cabinet</b>	1350.00	1365.00
<b>Enrichment/At Risk (hourly)</b>	21.86	22.00
<b>Junior National Honor Society Advisor</b>	940.00	950.00
<b>Middle School Music Activities</b>		
Choral	432.00	440.00
Band	432.00	440.00
Orchestra	432.00	440.00
Technician	445.00	450.00
Accompanist/Rehearsal Accompanist (per concert)	56.00	60.00
Ticket Taker/Event Supervisor (hourly)	14.08	14.25
Solo & Ensemble Pianist (per student)	28.00	29.00
<b>Musical</b>		
Dramatic Director (Overall)	1292.00	1305.00
Music & Orchestra Director	647.00	655.00
Choreographer	647.00	655.00
Technical Director	647.00	655.00
Accompanist/Rehearsal Accompanist	438.00	440.00
Ticket Taker/Event Supervisor (hourly)	14.08	14.25
<b>Newspaper Advisor</b>	1454.00	1250.00
<b>Programs Director</b>	647.00	655.00
<b>Student Council Supervisor</b>	1615.00	1630.00
<b>Yearbook Advisor</b>	1615.00	1250.00

### Extra-Duty Compensation – Middle School 5/6

	2003-2005	2005-2006
Curriculum Cabinet	1350.00	1365.00
Enrichment/At Risk (hourly)	21.86	22.00
<b>Middle School Music Activities</b>		
Choral	432.00	440.00
Band	432.00	440.00
Orchestra	432.00	440.00
Newspaper	1454.00	1250.00
Programs Director	New	665.00
Service Squad - Safety Patrol	New	230.00
Student Council Supervisor	New	1365.00
Yearbook Advisor	1615.00	1250.00

### Extra-Duty Compensation – Elementary School

	2003-2005	2005-2006
Curriculum Cabinet	1350.00	1365.00
Kindergarten Expo (hourly)	21.86	22.25
Service Squad - Safety Patrol		
One assignment per elementary school	227.00	230.00

### Extra-Duty Compensation – All Levels

	2003-2005	2005-2006
<b>Intramural Event Supervisor</b>		
Athletic and Academic Afterschool Programs (hourly)	14.08	14.25
Librarian	339.00	345.00
Mentor	1093.00	1105.00
Special Education	637.00	645.00

### Coaching Salary Schedule – Experience

The following coaching percentages are based on the BA base teaching scale, according to years of experience. Experience is in position in a single sport. Non-AEA coaches are based on BA Step 0.

### Coaching Percentages Based on Sport

High School Sports		High School Sports Cont.	
Varsity Football	13%	Varsity Tennis	8%
Var Asst Football	9%	JV Tennis	4%
JV Football	9%	Varsity Track	13%
JV Asst Football	8%	Var Asst Track	6%
Frosh Football	8%	Varsity Volleyball	11%
Frosh Asst Football	7%	JV Volleyball	7%
Golf	8%	Frosh Volleyball	6%
X-Country	8%	Varsity Gymnastics	11%
Varsity Soccer	12%	Var Asst Gymnastics	7%
JV Soccer	8%	Fall Head Cheerleading	5%
Varsity Basketball	13%	Fall Asst Cheerleading	4%
JV Basketball	9%	Winter Head Cheerleading	5%
Frosh Basketball	8%	Winter Asst Cheerleading	4%
Varsity Swimming	11%		
Var Asst Swimming	7%		
Varsity Wrestling	11%	<b>Middle School Sports</b>	
JV Wrestling	7%	Football	6%
Varsity Baseball	12%	Basketball	5%
Var Asst Baseball	9%	Wrestling	5%
JV Baseball	9%	Swimming	5%
Frosh Baseball	8%	Volleyball	5%
Varsity Softball	12%	Track	6%
Var Asst Softball	9%	Cross Country	5%
JV Softball	9%	Fall Cheerleading	3%
Frosh Softball	8%	Winter Cheerleading	3%

## Current AEA Coaches

1. Current AEA coaches that are making more than the maximum based on the new wage schedule above will be reduced the following percentages for the next five (5) years or until the recommended scale has caught up with their pay.

05/06 school year	10% less than 04/05 coaching stipend
06/07 school year	10% less than 05/06 coaching stipend
07/08 school year	5% less than 06/07 coaching stipend
08/09 school year	5% less than 07/08 coaching stipend
09/10 school year	5% less than 08/09 coaching stipend

2. If a current AEA coach resigns from his/her coaching position, the position will be filled according to the new wage schedule.

## Other Athletic Activities

The following schedule is not subject to the job posting requirements.

### Scouting

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

	Estimated Hours Per Assignment
Varsity Football Ticket Seller/Taker	4.0
Varsity Football Announcer	3.5
Varsity Football Filmer	3.5
Varsity Football Timer	3.5
JV Football Announcer	3.5
JV Football Timer	3.5
Frosh Football Timer/scorer	2.5
Frosh Football Chain Crew	\$15 per assign
JV/Varsity Basketball Scorer	4.0
JV/Varsity Basketball Timer	4.0
JV/Varsity Basketball Announcer	4.0
JV/Varsity Boys Basketball Security	4.0
Frosh Basketball Scorer	2.0
Frosh Basketball Timer	2.0
Basketball Ticket Seller/Taker	4.5
Soccer Ticket Seller/Taker	3.5
Soccer Scorer	3.5
Soccer Announcer	3.5
Swimming Ticket Seller	2.0
Swimming Scorer/Announcer	2.0
Cross Country Scorer	2.0
Wrestling Ticket Seller/Taker	4.0
Wrestling Scorer/Announcer	4.0
Gymnastics Ticket Seller/Taker	3.0
Gymnastics Scorer	3.0
Volleyball Ticket Seller/Taker	3.0
JV/Varsity Volleyball Scorer	3.0
Frosh Volleyball Scorer	1.5
Varsity Track Worker by Event	2.5

Unless otherwise noted assignments will be paid at \$10 per hour with a minimum of 2 hours pay.

## Article XVI -

## Student Discipline And Teacher Protection

- I. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears, in the opinion of the classroom teacher and building principal, that a pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, or whenever it appears that the presence of a student in the class will impede the education of the balance of the class because of disruptions caused by said student, the administration shall relieve the teacher of responsibilities with respect to said pupil until there has been communication with the parents of the child, the teacher and the administration or designee.
- II. A teacher may dismiss a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his/her teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation by the administration or designee, with the teacher. Before a student is permanently removed from class, it is the responsibility of the teacher to openly communicate with the parent of the student who has been a disruptive/disciplinary problem in the class. The teacher will consult with the administration regarding any dismissal of a student from their class due to the above mentioned misbehaviors or disruptive effects on the classroom.
- III.
  - A. Consistent with Board policy JFC, a principal shall support teachers in maintaining school discipline.
  - B. Where a principal or an administrator cannot support a teacher's position in maintaining school discipline, the principal shall meet with the teacher and the building representative to clarify the situation in terms of school policy and interpretation. If a satisfactory resolution of the disagreement is not forthcoming, a redress may be sought as defined in Article XVII, Section I.
- IV. The Administration, in conjunction with the Association in each building shall, at the beginning of each school year, review Policy JFC Code of Student Conduct. This policy shall be distributed to students, teachers and parents at the commencement of each school year.
- V. Any case of threat or assault and battery upon a teacher shall be promptly reported to the Administration or designee. The teacher shall reduce to writing a full account of the threat or assault and battery and provide the Administration or designee with any information which will substantiate the said action. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such threat or assault and battery and shall promptly render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities if the teacher's position, in the judgment of the Board, is defensible.
- VI. If any teacher is complained against or sued while in pursuit of his/her employment, and the teacher's position is within established Board Policy, the Board will provide legal counsel and render assistance to the teacher in his/her defense.
- VII. Time lost by a teacher in connection with any defensible incident mentioned in this Article shall not be charged against the teacher.
- VIII. The Administration or designee will review and may reimburse teachers for any loss, damage, or destruction of clothing or personal property of the teacher while on duty in the school or on the school premises, subject to a Five Hundred Dollar (\$500.00) deductible.
- IX. The Employer agrees to indemnify and hold harmless any bargaining unit member to the extent such member is held pecuniarily liable for any claim for damages to persons or property that arises out of an occurrence in the course of the bargaining unit member educational employment activities and caused by any acts or omissions of the bargaining unit member, but not to exceed the limits of the district's policy. Further, the Employer agrees to provide a defense against any suit arising out of his/her employment at no cost to the bargaining unit member, if the teacher's position is within established Board policy. The bargaining unit member shall give full and complete cooperation to the Employer in such defense.

## Article XVII -

## Negotiation Procedures

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

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

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

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

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

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

## **Article XVIII - Inservice Professional Education**

- I. The Board of Education shall allocate Six Thousand (\$6,000) Dollars to Professional Development and Curriculum Committee (PRODAC) for the purpose of providing programs of system-wide or divisional concern. Examples of such programs are speakers or consultants for inservice days, workshops, contracted courses through colleges, professional literature, conference attendance, teacher/administrator visitations, etc.

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

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

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

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

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

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

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

## **Article XIX - K-12 Curriculum Organization**

- I. A. The purpose of the K-12 Curriculum Cabinet composed of the related departmental coordinators will be to assist the administration in the development and coordination of the curriculum and program of studies of the Adrian Public Schools.

Teachers serving as Curriculum Cabinet Members represent their division/school and the AEA in the K-12 curriculum cabinet and/or committee, meet on a regularly scheduled basis with the Director of Curriculum and

Instruction relative to curriculum development, meet regularly with appropriate building level administrators and teachers relative to departmental curricular and administrative concerns, assist building administrators in the coordination of departmental activities such as curriculum development, textbook and learning material selection, budget preparation, maintain scope and sequence and recommend assignment of department staff and rooms when requested. Curriculum Cabinet Members do not have supervisory status and shall not be involved in the teacher evaluation process.

B. Elementary - (K-4)

Each elementary school will select two staff members to represent the building as Curriculum Cabinet Members on the District-wide Curriculum Cabinet. The staff and principal will select the Curriculum Cabinet Members at (or prior to) the first staff meeting of the school year.

The elementary special education, physical education, music, and art faculty will meet in September in a general session to select Curriculum Cabinet Members. The Director of Curriculum, Instruction, and Assessment will convene the meeting.

C. Middle School/High School

Curriculum Cabinet Members will be elected by the teachers of the department they represent, subject to the approval of the Building Principal involved.

D. The bargaining unit member who serves on the Curriculum Cabinet shall be compensated as shown on Schedule I.

E. The structure of the Curriculum Cabinet Members is:

Department	Elementary K-4	Middle School 5-8	High School 9-12
Cabinet Member	12		
Lang. Arts/ Reading		2	1
Math		2	1
Science		2	1
Social Studies		2	1
Business Education			1
Music	1	1	1
Arts	1	1	1
Physical Education	1	1	1
Life Management		1	1
Technology Education		1	1
Foreign Language		1	1
Special Education	1 (K-4)	2	1
Counselor		1	1
Librarian/Media Spec.			1
ESL	1 (K-12)		
State & Federal	1	1	

F. Curriculum Approval

All changes in curriculum ultimately require administrative and, in instances of major change, approval of the Board of Education.

Recommendations from divisional or K-12 committees are submitted to the Director of Curriculum and Instruction who then processes them through the Superintendent and Board of Education as appropriate.

Curriculum changes involving only one (1) division require the approval of the appropriate divisional committee. Those resulting in K-12 changes require approval of the appropriate K-12 committee. Curriculum cabinet shall be constituted as follows:

1. Elementary Curriculum Cabinet. The faculty of each elementary school will elect two (2) of its members to serve on the Elementary Curriculum Cabinet subject to the approval of the Building Principal and the Director of Curriculum and Instruction. They shall represent their school on the Elementary Curriculum Cabinet consisting of elementary principals and the Director of Curriculum, Instruction, and Assessment. Prior notice of the curriculum area to be studied shall be given (in the spring) of the preceding year.
2. Middle School/High School Curriculum Cabinet. Middle School/High School Curriculum Cabinet shall consist of departmental teachers, the departmental coordinators, and the building principal or his/her designate.
3. Chair/Department Chair Meetings. K-12 Curriculum Cabinet shall be chaired by the Director of Curriculum, Instruction, and Assessment. These committees approve curriculum changes with K-12 implications. There shall be no more than eighteen (18) department chair meetings per year.
4. Stipend/Release Time. Curriculum Committee members shall receive either a stipend of the current base rate of substitute teacher pay per half day or full day during Summer Recess or released time for their curriculum committee responsibilities during the regular school year.

## **Article XX - Academic Freedom**

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

## **Article XXI - Miscellaneous Provisions**

- I. Unavailability for Work. Secondary teachers shall be informed of a telephone number they are expected to call by 6:45 a.m. (elementary teachers by 7:15 a.m.) each school day to report unavailability for work. If a teacher has reported unavailability after the above times, it shall be the responsibility of the administration to arrange for a substitute teacher. It is the responsibility of the unavailable teacher to have provided suitable lesson plans in his/her plan book for that day or arrange through his/her Principal's office to provide instructions to the substitute teacher. Absences known in advance shall be reported to allow more time to arrange for a substitute.
- II. Polygraph/Lie Detector. No polygraph or lie detector device shall be used in any investigation of any teacher without the teacher's consent.
- III. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- IV. Copies of this Agreement entitled, "Contractual Agreement Between the Board of Education of the School District of the City of Adrian and the Adrian Education Association, MEA-affiliates of NEA," shall be provided at the expense of the Board for the duration thereof and presented to all teachers now employed or hereafter employed by the Board. It is understood that this Agreement is consummated solely between the Board of Education of the School District of the City of Adrian and the Adrian Education Association.
- V. If any provision of this Agreement or any application of the Agreement to any employee or group of employees covered by this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- VI. This Agreement is the complete agreement between the parties in regard to items covered herein and may be altered, changed, added to, deleted or modified only by mutual written consent of the parties.
- VII. New Teacher Orientation. All new teaching personnel shall report on the day designated on the official calendar, prior to the opening of school, for orientation.

- VIII. Residual Rights. All teachers covered under this Agreement, who participate in the production of tapes, publications, or other produced educational material, shall share residual rights with the Board of Education should they be copyrighted or sold by the District if said material was produced on school time. In all such cases, the Board shall retain fifty percent (50%) of any ownership and revenues derived. If the production is done on a teacher's own time, even though using school facilities, the teacher retains residual rights, if said material is copy- righted or sold. "Participate," as used herein, shall be defined as producing a video, audio or written communication wherein a teacher or teachers participate in more than a casual manner. The term "residual rights," as used herein, shall be defined as any monetary consideration remaining from the production of material after all expenses incurred in the production of said material have been recouped and any and all remaining future rights to flow from said material from sources such as, but not limited to, revenue from royalties, media use, and third party rentals and/or leasing.
- IX. Official Correspondence. All official correspondence from the Association to the Board or its designee will be delivered to 227 N. Winter Street, Adrian. All correspondence from the Board or its designee to the Association will be delivered to the President of the Association at the President's home address during the summer. When school is in session, official correspondence may be delivered to the President's home address or assigned classroom.
- X. Evaluation of Non-Bargaining Unit Member. If required by an administrator, a teacher will assist in the formal evaluation of a non-bargaining unit member. Furthermore, it is understood, the administrator will be ultimately responsible for the formal evaluation.
- XI. Acceptable Use of Internet.
- A. Recognition. The parties recognize that the Internet/Intranet is a vast resource for providing, gathering, assisting and communicating in educational, employment-related, personal recreation and Association matters, including Adrian Education Association's (AEA) internal political communications.
- B. Internal Political Communications. Examples of acceptable political communications which are internal to the AEA: AEA officer elections, LCEA, AEA, MEA, NEA endorsed candidate information, MEA *Capitol Comments*, political action information. These examples are not an all inclusive description of internal political communications.
- C. Personal recreation usage. Personal recreation usage shall be limited to before and after the student instructional day and is intended not to interfere with student education. Examples of personal usage would be: travel research, personal correspondence, banking services. These examples are not an all inclusive description of personal usage. The board has the right to block certain sites in accordance with the Lenawee and Monroe ISD consortium.
- D. Liability. Teachers will be held liable for the release of their password to another person who may be found liable for inappropriate acts with regard to the Internet/Intranet usage. The board will not terminate a teacher's use of the Internet/Intranet due to unintentional violations of the Internet/Intranet. Teachers will not be disciplined for another person's misuse of the Internet/Intranet; however, they are accountable for maintaining the confidentiality of their password.
- E. Virus protection and passwords. The board will provide appropriate, regularly updated virus protection and detection software. Teachers will not be held liable for any damage caused by a virus introduced unintentionally. The board will provide all teachers with a password for accessing Internet/Intranet. Passwords shall be stored in a safe and confidential location. Teachers may release their password to another person with the intent of appropriate use.
- F. Change in technology. The board will notify teachers if there is an update on technology changes or any other changes on usage of the Internet/Intranet that impacts the teacher's working conditions.
- G. Training and Support. The board is required to train and to support teachers in the use of mandated software/computer programs.



## **Article XXII - Grievance Procedure**

### **Definitions**

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

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

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

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

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

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

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

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

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

### **Purpose**

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

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

### **Structure**

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

The Association shall establish a Labor Management Committee, which shall serve as the Association Grievance Committee. In the event that any Association Representative or any member of the Labor Management Committee is a party in interest to any grievance, h/she shall disqualify himself/herself and a substitute shall be named by the Association.

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

## **Procedure**

---

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

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

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

Written grievances as required herein shall contain the following:

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

---

### ***Level One***

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

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

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

---

### ***Level Two***

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

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

---

### ***Level Three***

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

---

### ***Level Four***

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

---

**Level Five**

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

---

**Grievance Termination**

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

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

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

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

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**Expense Responsibility**

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

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**Article XXIII - Calendar**

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- I. The school calendar shall consist of the state determined number of days of student instruction and/or the state determined number of student instructional hours. The calendar will also include a minimum of five (5) professional development days and seven (7) paid holidays for each year of this Agreement as listed:

Labor Day, Thanksgiving and Day after, Christmas Day and Day after, New Year's Day and Memorial Day.

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

school authorities such as inclement weather, fires, epidemics, or health conditions as defined by the City, County or State health authorities.

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

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

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

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

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

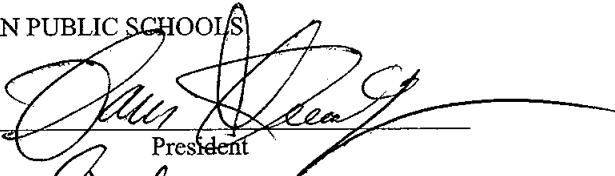
## Article XXIV - Duration Of Agreement

This Agreement will be effective as of July 1, 2004 and shall continue in effect until June 30, 2008 with a negotiation reopener on July 1, 2005 for wages and benefits, with subsequent wage, benefits, and Schedule I – Extra Duty negotiation reopeners.

Should no new Agreement have been reached by June 30, 2008, the entire Agreement will remain in effect until a new Agreement is ratified, unless either party has notified the other party by June 1, 2008 of its intention to allow the Agreement to expire on June 30, 2008.

ADRIAN PUBLIC SCHOOLS

By:

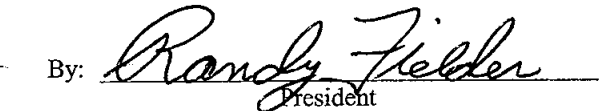
  
President

By:

  
Superintendent

ADRIAN EDUCATION ASSOCIATION

By:

  
President

By:

  
Secretary

LETTER OF AGREEMENT

Memorandum Of Agreement - Voluntary Severance Incentive Plan

It is hereby agreed by and between the Board of Education and the Adrian Education Association that a Voluntary Severance Incentive Plan will be offered to eligible teachers in the bargaining unit who are eligible to and elect to retire according to the terms of this agreement. There is no guarantee that the Voluntary Severance Incentive Plan or any other retirement incentive program will be offered by the Board of Education in the future. The parties hereby agree to the following terms and stipulations:

1. In order to be eligible for this incentive plan, an employee must be eligible for retirement benefits under the Michigan Public School Employees Retirement System (MPERS) commencing at the end of the school year during which the election is made by the employee. For these purposes, eligibility to retire under MPERS may be based upon the purchase of additional universal service credits by the School District (as set forth below).
2. An employee will have his/her choice between this retirement option and the Early Retirement Incentive, however, an employee cannot choose both options.
3. In order to participate in this incentive program, an employee must submit to the Superintendent, not later than November 15 for first semester and February 1 for the second semester, his or her written election form, accompanied by his or her written notification of retirement effective at the conclusion of the applicable school year. The election of the employee shall be contingent upon his or her acceptance by MPERS for retirement.
4. The Board shall purchase, on behalf of the employee, additional pre- tax universal service credit under MPERS, based upon the employee's credited years of service as follows:

Employee's Years of Service	Years to be Purchased
less than 28 - at least 27	3
less than 29 - at least 28	2
less than 30 - at least 29	1

Purchased universal credit shall be pro rated to the nearest half-year based upon partial years of service credited to the employee. For example, an employee with 27 years of service would have 3 years of universal service credit purchased on his or her behalf, that is, enough universal service credit to bring his or her total years of service to 30.

5. Payment by the School District to MPERS for the additional universal service credit shall be made no later than the minimum time required by MPERS of the school year during which the election is made. The payments shall be considered an employer pick-up contribution on behalf of the employee within the meaning of IRC Section 414 (h).
6. The purchase of universal service credit on behalf of an employee by the School District under this incentive program is limited to the net actuarial cost of such universal service credit, as determined by MPERS. It is expressly understood that employees will not be eligible to receive a cash payment in lieu of the School District's purchase of universal service credit on the employee's behalf.
7. The offer of this incentive program is intended by the parties to be an additional retirement benefit and consideration for execution of a release and waiver, a copy of which is attached and incorporated herein.

*Glenn M. Baucus*

For the Board

*12/20/04*

Date

*Randy Felder*

For the Association

*2.21.05*

Date



## Release Of All Claims

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

8. This Release of All Claims, and each and every term and provision hereof, shall be construed in accordance with the laws of the State of Michigan. If any provision of this Release of All Claims shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Release of All Claims shall, in such event, be construed as if such invalid and/or unenforceable provision had never been contained herein.
9. I have carefully read the foregoing Release of All Claims and have been advised to discuss its terms with my attorney. I have had an opportunity to consult with my attorney prior to signing this Release of All Claims and have signed this Release of All Claims knowingly, voluntarily, and freely, and with such counsel as I deem appropriate. I declare that I have had at least Forty-five (45) days to review and consider this release.
10. I acknowledge receipt of the following information as required by 29 U.S.C. 626 (f) (l) (h):
  - A. The Class, Unit or Group of Individuals Covered by the Program: Members of the bargaining unit of employees of Adrian Public Schools known as the Adrian Education Association.
  - B. The Eligibility Factors for the Program: A bargaining unit member who is eligible for retirement benefits under the Michigan Public School Employees Retirement System (MPSERS) commencing at the end of the school year during which the election is made by the employee.
  - C. Time Limits Applicable to the Program: The program is available for the life of the contract. Employees must notify the Board of Education of their intent to retire under this program by November 15 of the fiscal year in which he/she retires if he/she will retire at the end of the first semester, and by February 1 if he/she will retire at the end of the fiscal year.
11. I understand that this Release of All Claims will not become final and enforceable until seven (7) days after I sign this document. During that seven (7) day period, I may reconsider and revoke this release, recognizing that I will not be entitled to the Voluntary Severance Incentive Program until that seven (7) day revocation period has expired.

**THIS IS A RELEASE – READ BEFORE SIGNING**

\_\_\_\_\_  
Employee

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
Lenawee County, Michigan  
My Commission Expires:

**LETTER OF AGREEMENT**

**Employee Purchase Or Repayment Of Retirement Service Credit**

---

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

---

For the Board

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Date

---

For the Association

---

Date



**Appendix C**



**Payroll Resolution**

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

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

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

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

This resolution shall have an effective date of \_\_\_\_\_, 200\_\_\_\_\_.

Reporting Unit Name: \_\_\_\_\_ (school district)

Reporting Unit Number: \_\_\_\_\_

Approved by the Governing Board (school board)

Date: \_\_\_\_\_

Secretary of the Governing Board (school board)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



Election of Retirement and Universal Service Credit benefits under Article \_\_\_\_\_

**Additional Retirement Contributions Payroll Authorization**

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

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

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

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

Reporting Unit Name (school district) \_\_\_\_\_

Reporting Unit Number \_\_\_\_\_

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

Employee Name: \_\_\_\_\_

Employee Social Security Number: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SCHOOL: \_\_\_\_\_ TEACHING ASSIGNMENT: \_\_\_\_\_

COURSE TITLE: \_\_\_\_\_

COLLEGE OR INSTITUTION: \_\_\_\_\_

CREDIT: \_\_\_\_\_ SEMESTER HOURS OR \_\_\_\_\_ TERM HOURS

TERM: \_\_\_\_\_ FALL \_\_\_\_\_ WINTER \_\_\_\_\_ SPRING/SUMMER

DATES: \_\_\_\_\_ TO \_\_\_\_\_

COST: \$ \_\_\_\_\_ TUITION

COURSE TAKEN TO MEET:

(Check one)	Graduate Degree Sequence
	Personal In-Service Need
	Provisional Certificate

If Graduate Degree Sequence, specify major and level:
Major: _____
Level: (Check one)
M.A./M.S.
Specialist
Doctorate

Teacher's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date Received at Curriculum Office: \_\_\_\_\_ (for office use only)

AEA Committee Signature: \_\_\_\_\_

Approved

Disapproved



**Adrian Education Association Grievance Report Form**

Name of Grievant: \_\_\_\_\_ Grievance #: \_\_\_\_\_

Building \_\_\_\_\_ Assignment: \_\_\_\_\_

**Level One**

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

B. Synopsis of Grievance:

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

D. Relief Sought:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

F. Request for Level Two - Labor Management Committee

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(AEA contact Human Resources Manager) Required within 5 days

Adrian Education Association Grievance Report Form *(continued)*

Name of Grievant: \_\_\_\_\_ Grievance #: \_\_\_\_\_

**Level Two**

\_\_\_\_\_ Date of request for Level Two - Labor Management Committee

\_\_\_\_\_ Labor Management Committee Meeting Date

AEA Members present: \_\_\_\_\_

Central Office

Members present: \_\_\_\_\_

Written Disposition of Meeting:

Status of Grievance:

- Grievance is resolved.
- Reconvene on \_\_\_\_\_ (date)
- Submit to Level Three (Superintendent) within 7 days

\_\_\_\_\_  
AEA Signature Date

\_\_\_\_\_  
Central Office Signature Date

Adrian Education Association Grievance Report Form *(continued)*

Name of Grievant: \_\_\_\_\_ Grievance #: \_\_\_\_\_

---

**Level Three**

---

\_\_\_\_\_  
Date Grievance Report Received by Superintendent

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

Status of Grievance:

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

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

---

**Level Four**

---

\_\_\_\_\_  
Date Grievance Report Received by Board of Education

\_\_\_\_\_  
Hearing Date

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

Position of Grievant and/or Association:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name of Grievant: \_\_\_\_\_

Grievance #: \_\_\_\_\_

---

**Level Five**

---

\_\_\_\_\_  
Date Submitted to Arbitration

Disposition and Award of Arbitrator:

\_\_\_\_\_  
Arbitrator Signature

\_\_\_\_\_  
Date

Adrian Public Schools Mentor/Probationary Support Activity Log

DUE DATE: \_\_\_\_\_

Probationary Teacher \_\_\_\_\_

Mentor Teacher \_\_\_\_\_

School Year \_\_\_\_\_

\*\*\*This form is due the last Friday of each month. The original copy needs to be given to the probationary teacher's supervising administrator. Mentor and probationary teacher should make copies for their own records.

Date	Contact Time	Purpose of Meeting and/or Skill Addressed	Activity	Mentor Initials	Probationary Teacher Initials



## Appendix H

### 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.



## Michigan Highly Qualified Teacher Report

Full Name as it appears on the  
Michigan Teaching Certificate:

Building:

Core Academic Subject Area:

Certification Area:

Place of Employment (District)  
Adrian Public Schools

NOTE: All teachers must hold at least a bachelor's degree and full state certification.

Check the option you completed to demonstrate you are a highly qualified teacher in the above stated core academic content area.

- Passed MTTC subject content area examination in the content area, or comprehensive elementary exam for elementary teachers.
- Have an earned academic major in the content area.
- Have an earned master's degree in the content area or related area.
- Have coursework equivalent (at least 30 semester hours) of a major in the content area OR full Michigan elementary certificate, if an elementary teacher and teaching in a self-contained classroom.
- Have National Board Certification at an appropriate developmental level for your assignment.
- Have at least three years of teaching and completed, after receiving the Michigan provisional teaching certificate, a program of study of at least 18 semester hours in an approved endorsement program directly related to the content area, or a master's or higher degree in an area appropriate to the teaching level (elementary or secondary).
- Have at least three years of teaching and completed (since April 24, 2003) an individual professional development plan of 90 contact hours of professional development or 6 semester hours of coursework in the content area,
- Demonstrated competence, as outlined in a local performance assessment of my employing district.
- Considered 'highly qualified' via a full year permit (must be making annual progress and complete appropriate certificate/endorsement within 3 years).
- This is not applicable as I teach in one of the following areas: Physical Education, Life Management, Technology, Business.

(Documentation of completing the above option is necessary upon request.)

I hereby certify that I have successfully met the option, as noted above, of the Michigan definition of highly qualified teacher for the content area stated above and thereby deemed to be a highly qualified teacher as defined in the federal legislation, ESEA/No Child Left Behind, Section 1119 and Section 9101.

\_\_\_\_\_  
Signature of Teacher

\_\_\_\_\_  
Date

Misrepresentation or falsification of information may result in suspension or revocation of the teaching certificate.

Completed form should be submitted to Adrian Public Schools, Human Resources Office by June 30, 2006.

Mandated by Federal No Child Left Behind Legislation

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