



Adrian Education Association

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, 2011 - June 30, 2014

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

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

Article II -

Association and Teacher Rights

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

The UniServ Director of the Hillsdale Lenawee County Education Association of MEA shall be permitted to transact official Association business on school property at all times, provided that the appropriate area administrator is informed and that this business shall not interfere with or interrupt normal school or scheduled operations.
- IV. The Association shall have the right to use school equipment, including computers, copying machines, other duplicating equipment, calculating machines and audio-visual equipment at times when such equipment is not in scheduled use. The Association shall have the right to use school technology subject to the Board's acceptable use policies and user agreements. The Association shall arrange with the appropriate representatives of the Board of Education to schedule the use of this equipment and pay the cost of all materials, supplies and replacements incident to such use. In each building the Association will have a bulletin board for exclusive use to post notices or activities and matters of Association concern.

Use of the mail services and teacher mail boxes in each building by the Association for communicating with teachers will be allowed at all times.
- V. The Board agrees to furnish the Association, in response to written requests, all available public information concerning the financial resources of the district and other generally available information, including but not limited to: annual financial reports and audits, register of certified personnel, treasurer's reports, census and membership data, names and addresses of all teachers, salaries paid thereto and educational background, and other public information in the Board's possession and which will assist the Association in recommending intelligent, accurate, informed and constructive programs on behalf of the teachers and their students. The Association President shall receive copies of the agenda and minutes of the public Board meeting.
- VI. The Board and/or its representatives will advise the Association of any major, new or modified, curricular, fiscal budgetary

or tax programs and construction programs and, upon request, will discuss those matters with the Association. The Association will meet with the Board and/or its representatives to discuss and have input prior to any millage decisions.

- VII. The provisions of the Agreement shall be mutually applied without regard to race, creed, sexual preference, or disabilities unrelated to the ability to perform the duties of the position, religion, color, national origin, age, gender, marital status.

Article III - Board of Education Rights

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

Article IV - 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 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.

- 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. This provision does not restrict a bargaining unit member who is not a member of the Association from using the judicial system after exhausting the contractual grievance 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 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.

- IV. The parties acknowledge that the amount of the Representation Benefit 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 Benefit 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 Benefit 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 Representation Benefit 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 membership dues and Representation Benefit Fees shall be deducted from each paycheck for nine (9) consecutive months beginning the first paycheck in October.

- 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 Representation Benefit 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 for whom 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 and Representation Benefit Fees paid.
- X. All refunds claimed for deductions under such authorizations for dues or Representation Benefit Fees 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. A bargaining unit member who, because of sincerely held religious beliefs or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or to maintain Association membership or to otherwise financially support the Association as a requirement of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from the taxation under section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations designated by the Association.
- XIII. The Association shall defend, indemnify and save the Board (including its trustees and employees) harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this Section. Further, the Association agrees to indemnify and save the Board of Education of the Adrian Public Schools, the individual members of its Board of Education, and the individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as Court and/or administrative agency costs that may arise out of or by reason of, action by the Board of its agents for purposes of complying with the union security provisions of this Agreement unless the damages have been caused by the willful negligence, misfeasance or malfeasance of the Board or its designees.

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.

Required professional development will take place during the regularly scheduled professional development time as reflected on the school calendar unless alternative arrangements are made between the Board and the Association. Training activities such as those pertaining to bloodborne pathogens or sexual harassment training will be accomplished either during professional development time or during other professional meetings during working hours.

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

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

d. Because the schools will be paying for the total cost of copies including the paper, it will be necessary to provide for an additional PCA increase to the schools' remaining 70% PCA to help cover the copy costs. This increase shall not be subject to Article 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.

High school teachers agreeing to substitute for another high school teacher during the day shall either be compensated at Thirty (\$30.00) Dollars per class they cover, or they shall have the option to accrue time substituting for eventual flexible time. Flexible time accrued of four (4) periods equates to one (1) flexible day. High school flexible time cannot be combined with middle school flexible time. Teachers who cover two (2) lunch periods to supervise the lunchroom will be compensated at \$20.00. The flexible time may be used within the fiscal year earned or the flexible time may be turned in by the end of the school year for Thirty (\$30.00) Dollars per preparation period forfeited. Any teacher who earns flexible time after May 15 shall be compensated Thirty-five (\$35.00) 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, unless prior approval to excuse attendance is granted by the building administrator and Human Resources Director (excluding circumstances where a teacher is absent due to paid or unpaid leave taken under the terms of this Agreement).

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. Teachers shall not be required to transport students to any school activity (academic or extra-curricular). If the District and teacher agree that the teacher is to transport students/athletes in a District vehicle, the District will provide written documentation of insurance coverage on the vehicle to the teacher before the transportation occurs. If the teacher and the District agree that the teacher will transport students/athletes in his/her own vehicle, the teacher will present proof of insurance coverage prior to the occurrence of that function.

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 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 four (4) academic classes in a day. Academic center is considered an academic class.
- E. Parent/Teacher Conferences. During each trimester, there will be one (1) afternoon and one (1) evening. The afternoon and evening sessions will be held on the same day. .
- F. Records days will follow exam days in Term 1, Term 2, and Term 3.

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 (5th) through Eighth (8th) 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 1 evening and 1 afternoon. Spring conferences will be scheduled 1 evening and 1 afternoon. .
- H. Records days will be scheduled at the end of each trimester.

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 Superintendent (or designee).
- 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 ensuring 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:*

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

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

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

2. Middle School

	Optimum	Maximum	Maximum (eff. beginning 2013-2014)
English	20	30	32
Social Science	25	30	32
Mathematics	25	30	32
Science	25	30	32
Art	20	30	32
Music*	30	40	40
Physical Education	30	40	40
Pool	20	40	40
Computer Literacy	25	30	32
Technology Education	20	22	32
Basic or Remedial Classes in any Area	18	25	25
Health	30	40	40

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

- agreement of affected teacher
- full sections or scheduling conflict
- 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 10th day of the marking period, extra compensation equal to:

- the teacher's base salary,
- divided by $(180 \times 30 \times 6)$ – which are constants that represent 180 days of school, 30 students per class, and 6 instructional periods per day, (eff. 2013-2014 this formula shall be $180 \times 32 \times 6$)
- times the number of instructional periods in the marking period the teacher teaches a number of students in excess of the stated maximum,
- times the number of students in excess of the stated maximum,
- retroactive to the first day of the marking period.

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

3. High School

	Optimum	Maximum	Maximum (eff. beginning 2013-2014)
English	20	30	34
Social Science	25	34	34
Mathematics	25	34	34
Science	25	34	34
Foreign Language	25	30	34

Business	25	34	34
Business Applications	25	32	34
Industrial Arts	15	22	34
CAD	25	32	34
Music*	30	40	40
Art	20	32	34
Physical Education	30	40	40
Pool	20	40	40
Basic or Remedial Classes in any Area	18	25	25
Academic Center	20	25	25
IB			30

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

- a. agreement 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 10th day of the marking period, extra compensation equal to:

- a. the teacher's base salary,
- b. divided by (180 x 30 x 4) (eff. 2013-2014 this formula shall be 180 x 34 x instructional periods taught by teacher)— which are constants that represent 180 days of school, 30 students per class, and 4 instructional periods per day,
- c. times the number of instructional periods in the marking period the teacher teaches a number of students in excess of the stated maximum,
- d. times the number of students in excess of the stated maximum,
- e. retroactive to the first day of the marking period.

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

4. Special Education

- a. 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.

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 Additional 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. Contracts/Letters of Intent. By May 15th, the Board shall furnish each teacher with a contract, if a complete master contract for the following school year is in force, or a Letter of Intent, if there is no Master Contract for the following year. These letters or contracts shall be signed and returned May 30th to the building principal by the teacher, indicating the teacher's intended status for the ensuing school year.
- A teacher who fails to submit a signed contract or letter by May 30th will be contacted within five (5) days and shall return the contract or letter of intent within five (5) days of receipt.
- Any and all assignments, including extra-curricular, which are an addition to the normal teaching schedule during the regular school year, shall be non-tenured positions and are yearly appointments. These assignments shall be with the consent of the teacher and preference will be given to tenure teachers in the district in the areas of adult education and summer school, provided they are fully qualified and certified for the position. If no bargaining unit members are qualified for the job, the manner in which the position will be filled is at the sole discretion of the Board.
- 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, teachers will be granted ten (10) days per school year with wages paid for time off for cases of personal illness or disability and/or emergency medical procedures, and injury or illness to members of their immediate families. It is understood that sick time is to be used on one (1) period increments.
- 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. Medical Inquiries. The Board (acting through its administration) shall have the right to require medical verification of a teacher's ability to perform essential job functions or verification of absence in the following circumstances:

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

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

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

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

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

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

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

- H. Personal Emergency, Business and Professional Days. Personal emergency and business leaves shall be limited to two (2) days and one (1) additional professional day per school year. These three (3) days shall be in addition to sick leave and not chargeable to sick leave. For high school teachers, it is understood that personal emergency time is to be used on one (1) period increments. One period equals 1/5 of a day.
1. Personal emergency and business leave days shall be used only in situations of emergency or for the purpose of conducting personal business which is impossible to transact on the weekends, after school hours, or during vacation periods. A professional day will be defined as a leave day with no restrictions on the content of the usage.
 2. Teachers wishing to take these days under emergency conditions shall contact the electronic secretary stating they will be absent from school. Upon return to the job, the teacher shall complete an absentee card stating reason(s) for such absence. Personal emergency, business leave and professional days are to be arranged with the building principal a minimum of three (3) days in advance of said absence. An explanation of the nature of the teacher's personal emergency, business leave or professional days shall be optional with the teacher.
 3. Personal emergency and business leave shall not be used for hunting, for fishing, or other recreational activities. Personal emergency, business leave and professional days shall not be granted for the first or last day of the school year, nor on the working day preceding or following a scheduled school vacation period or holiday, nor on parent-teacher conference days or nights. If the teacher must use a personal emergency, business leave or professional day immediately before or after a vacation period or holiday, or on parent-teacher conference days or nights, the teacher shall notify the Human Resources and explain the need to use the personal emergency, business leave or professional day.
 4. Teachers shall be allowed to accumulate unused personal emergency, business leave and professional days to the teacher's sick days. In the event a teacher needs additional personal emergency, business leave and professional days beyond the three (3) per year, he/she shall make a request to Human Resources for use of the personal emergency, business leave, professional days accumulated.
 5. Upon retirement unused sick leave days, personal emergency, business leave and professional days shall be included for termination pay. 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 70 % of the President's salary, and all MPERS contributions on the salary amount. Proper notification shall be given to the Human Resources Office. Every effort will be made to allow the President this time consecutively and at a time of his/her choosing, that would be most useful in fulfilling the duties required.

II. Unpaid Leaves

A. Exchange Teacher Leave

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

B. Professional Growth Leave

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

C. Military Leave

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

D. Association Leave

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

E. Leave for Public Office

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

F. Extended Leave

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

G. Child Care

1. Child care leave, including adoption, without pay and sick leave accumulation, is available to teachers up to a maximum of two (2) years, renewable yearly at the discretion of the Board.
2. In order to obtain a child care leave, a written request will be filed with the Human Resources Office thirty

(30) days prior to the beginning of the leave.

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

H. General Leave

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

III. Return From Leave

- A. Teachers on a full year leave will notify Human Resources by April 1 of their leave year as to whether they shall return, resign, or request an extension for the next school year. Teachers on extended leave 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 salary schedule advancements have been granted to other bargaining unit members during the leave period. If credited with less than a full semester, he/she shall return 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

- A. 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.

The Board will post all teacher vacancies for five (5) work days, 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.

- 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; and 3) District web site: www.adrian.k12.mi.us.
- D. 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. All vacancies filled during this twenty-one (21) day period will be posted internally during the next annual staffing process.

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.

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 1st. Tenured teachers will indicate their interest to be a potential mentor on the Annual Mentor Form. Written notification of mentor assignments and/or changes in mentor assignments will be provided to the AEA President or his/her designee. Notification will be simultaneous with the annual seniority list.
- The bargaining unit member who agrees to serve as a mentor shall preferably be assigned in his/her certification content area. Other assignments will be with the consent of the 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 - Personnel Records

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

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

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

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

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

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

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

Article XII - Professional Behavior

- I. 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.

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

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

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

Article XIII - Seniority And Annexation, Consolidation Or Other Reorganization Of The District

- I. To the full extent provided by law, this Agreement shall be binding upon the Board and its successor personnel for the duration of this contract.

II. Definition of Seniority.

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

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

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

Article 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. Effective July 1, 2013 the foregoing language shall be discontinued and replaced as follows: The Board of Education agrees to furnish to all full-time (.6 or greater FTE) teachers one of the following options for a twelve (12) month period. Board premium contributions shall be pro-rated for part-time (.59 or less FTE) teachers based on the relationship of their assignment to a full-time assignment.

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

- 1. The Board will provide MESSA Choices II PPO including \$10/20 drug card. The premium cost to the teacher will be based on the following:

- a) July 1, 2011 – June 30, 2012: single subscriber: \$58 per month; two person: \$205.54 per month; family: \$290.02 per month.
 - b) Effective July 1, 2012 the Board's maximum premium contribution for the health plan will be: single: \$458.33 per month; two person: \$916.66 per month*; family: \$1,250 per month.
 - c) The enrolled bargaining unit member shall be responsible for all health premiums in excess of the District's premium contributions, which amounts will be payroll deducted. The District shall pay the entire premium for dental, term life, vision, and long term disability coverages. Employee premium contributions will be processed through the District's Section 125 Plan, which will include provisions for employee-tax contributions to a HSA account. Employees are responsible for timely completion and submission of necessary election forms. A teacher may use Section 125 plan of the IRS code as adopted by the Board of Education to pay for any share of the insurance cost on a pre-tax basis. The administration will assist the teacher on the proper use of Section 125 plan for any insurance deduction.

*The "two person" category (above) includes both "self and spouse" as well as "self and child" enrollments due to present uncertainty over whether the District can include "self and child" in the "family" category in order to be in compliance with 2011 Public Act 152. If it is determined by a final and unappealed order of a court of competent jurisdiction that the State of Michigan must apply 2011 PA 152 so that "self and

child" is regarded as "family" coverage, the District will contribute the "family" premium amounts for that enrollment category. In addition the District will then refund to the "self and child" subscriber the difference in the District's premium contribution for the two person and family categories.

The Association shall have the ability to select revised or additional health/medical plan(s) to replace or to be in addition to the health/medical plan specified above. If the Association provides the District with at least thirty (30) days written notice of any revised or new health plan, the District will then request that MESSA implement the plan changes. It is recognized that plan changes cannot be implemented until the District has provided MESSA with the necessary notice.

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

If new or revised health/medical plans are introduced due to operation of the above paragraph, the District will request that MESSA offer an open enrollment period for Association bargaining unit members. If the Association wishes to select revised MESSA coverages to become effective on July 1, 2012, it shall notify the District not later than May 31, 2012. If MESSA consents, an open enrollment period will occur in June, 2012.

If a Health Savings Account (HSA) product is introduced, the open enrollment opportunity will occur in November, 2012 with implementation of the HSA product to become effective on January 1, 2013.

If the Association wishes to introduce revised or additional coverages to become effective July 1, 2013, it will provide written notification to the District on or before April 15, 2013. If MESSA consents, an open enrollment period will occur in June, 2013.

The above open enrollment period(s) do not include any additional election periods under the District's Section 125 Plan. The District will only offer an election period for Section 125 purposes in December.

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, the Board will provide a cash payment of \$200.00 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

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 from the wages of the enrolled teacher.

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)(I)(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 MPSERS 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 MPSERS credited service and be eligible for unreduced MPSERS Member Investment Plan benefits, under Section 43(b) of the Michigan Public School Employees Retirement Act, or its successor statutory provision.
3. Teachers who meet the eligibility criteria in Section IV, paragraph A(2) above, will be eligible for the following benefits:
 - a. In the first through fifth years of the teacher's receipt of MPSERS basic benefits or MPSERS Member Investment Plan benefits, or until the teacher becomes eligible for full unreduced old-age insurance benefits under title II of the Social Security Act, 42 USC 401 *et seq* (whichever event occurs first), the District shall pay the teacher the lesser of the teacher's projected annual full unreduced social security benefit or the monetary amount in which they are eligible based on the scale below. The monetary scale applies in the first year that the employee is eligible to retire and decreases after the first year. For employees who are already past the start of retirement eligibility, the end of the 04/05 school year will be considered their 1st year of eligibility for purposes of this provision.

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

1st year of retirement eligibility: Collects appropriate \$ amount above for 5 years.

2nd year of retirement eligibility: Collects appropriate \$ amount above for 4 years.

3rd year of retirement eligibility: Collects appropriate \$ amount above for 3 years.

4th year of retirement eligibility: Collects appropriate \$ amount above for 2 years.

5th year of retirement eligibility: Collects appropriate \$ amount above for 1 year.

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

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

Article XV - Salary And Extra-Duty Compensation

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

A multigrade regular elementary classroom shall be defined as a single group of students comprising two (2) or more distinct identified grade level groups, who are taught by one or more teachers in a single classroom, from which students leave for instruction on a regular basis only in the areas of music and physical education.
- II. Years of Experience. The total years of experience of teachers employed in the Adrian School System will be evaluated according to established Board of Education policy. Fractional years after the first year of employment will be evaluated as follows: one-half (1/2) year or more will be evaluated as one (1) year; less than one-half (1/2) year of experience will be established as no experience or "0".
- III. Extra-Curricular Activities. Supervision of non-contractual extra-curricular activities shall be on a voluntary basis.

- IV. Approved Experience. Any teacher employed by the Adrian Public Schools may be given credit for approved experience outside the Adrian Public Schools at the rate of regular increment from one (1) through 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.

- V. 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.

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

Teachers will maintain their step placement as of the 2010-2011 school year on the 2011-2012 and 2012-2014 Salary Schedules. Teachers eligible for lateral column changes will receive them prospectively at the ratification of this Agreement. If the Association obtains a final and unappealed order from the Michigan Employment Relations Commission requiring the District to pay lateral column changes retroactively to the beginning of the 2011-2012 school year, nothing in this Agreement will be regarded as a waiver of that remedy.

2011-2012 Salary Schedule

Experience	B.S. Degree	B.S.+18* Degree	M.A. Degree	M.A.+15** Degree	M.A. +30** Specialist or Ph.D. Degree
0	35,055	36,905	38,790	40,745	42,690
1	36,795	38,710	40,705	42,750	44,810
2	38,615	40,625	42,710	44,870	47,015
3	40,525	42,665	44,830	47,110	49,330
4	42,540	44,755	47,040	49,430	51,785
5	44,635	46,975	49,370	51,870	54,345
6	46,835	49,290	51,810	54,435	57,025
7	49,155	51,720	54,380	57,140	59,860
8	51,590	54,285	57,055	59,935	62,815
9	54,140	56,980	59,890	62,920	65,920
10	56,815	59,780	62,845	66,040	69,180
11	59,630	62,755	65,960	69,300	72,605
12	59,630	62,755	65,960	69,300	72,605
13	59,630	62,755	65,960	69,300	72,605
14	59,630	62,755	65,960	69,300	72,605
15	60,365	63,490	66,695	70,035	73,340
16	60,365	63,490	66,695	70,035	73,340
17	60,365	63,490	66,695	70,035	73,340
18	60,365	63,490	66,695	70,035	73,340
19	60,365	63,490	66,695	70,035	73,340
20	61,200	64,325	67,530	70,870	74,175
21	61,200	64,325	67,530	70,870	74,175
22	61,200	64,325	67,530	70,870	74,175
23	61,200	64,325	67,530	70,870	74,175
24	61,200	64,325	67,530	70,870	74,175
25	62,235	65,360	68,565	71,905	75,210
26	62,235	65,360	68,565	71,905	75,210
27	62,235	65,360	68,565	71,905	75,210
28	62,235	65,360	68,565	71,905	75,210
29	62,235	65,360	68,565	71,905	75,210
30	62,870	65,995	69,200	72,540	75,845
31	62,870	65,995	69,200	72,540	75,845
32	62,870	65,995	69,200	72,540	75,845
33	62,870	65,995	69,200	72,540	75,845
34	62,870	65,995	69,200	72,540	75,845
35	63,405	66,530	69,735	73,075	76,380
36	63,405	66,530	69,735	73,075	76,380
37	63,405	66,530	69,735	73,075	76,380
38	63,405	66,530	69,735	73,075	76,380
39	63,405	66,530	69,735	73,075	76,380
40	63,405	66,530	69,735	73,075	76,380

* 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.

2012-2014 Salary Schedule						
Experience	B.S. Degree	B.S.+18* Degree	M.A. Degree	M.A. + 15** Degree	M.A. +30** Specialist or Ph.D. Degree	
0	34,105	35,905	37,740	39,645	41,535	
1	35,800	37,665	39,605	41,595	43,600	
2	37,570	39,525	41,555	43,660	45,740	
3	39,425	41,510	43,620	45,835	48,000	
4	41,385	43,545	45,765	48,090	50,385	
5	43,425	45,705	48,035	50,465	52,875	
6	45,570	47,960	50,410	52,965	55,485	
7	47,825	50,325	52,910	55,595	58,245	
8	50,195	52,815	55,515	58,320	61,115	
9	52,675	55,440	58,275	61,220	64,140	
10	55,280	58,165	61,145	64,255	67,315	
11	58,015	61,060	64,180	67,425	70,645	
12	58,015	61,060	64,180	67,425	70,645	
13	58,015	61,060	64,180	67,425	70,645	
14	58,015	61,060	64,180	67,425	70,645	
15	58,750	61,795	64,915	68,160	71,380	
16	58,750	61,795	64,915	68,160	71,380	
17	58,750	61,795	64,915	68,160	71,380	
18	58,750	61,795	64,915	68,160	71,380	
19	58,750	61,795	64,915	68,160	71,380	
20	59,585	62,630	65,750	68,995	72,215	
21	59,585	62,630	65,750	68,995	72,215	
22	59,585	62,630	65,750	68,995	72,215	
23	59,585	62,630	65,750	68,995	72,215	
24	59,585	62,630	65,750	68,995	72,215	
25	60,620	63,665	66,785	70,030	73,250	
26	60,620	63,665	66,785	70,030	73,250	
27	60,620	63,665	66,785	70,030	73,250	
28	60,620	63,665	66,785	70,030	73,250	
29	60,620	63,665	66,785	70,030	73,250	
30	61,255	64,300	67,420	70,665	73,885	
31	61,255	64,300	67,420	70,665	73,885	
32	61,255	64,300	67,420	70,665	73,885	
33	61,255	64,300	67,420	70,665	73,885	
34	61,255	64,300	67,420	70,665	73,885	
35	61,790	64,835	67,955	71,200	74,420	
36	61,790	64,835	67,955	71,200	74,420	
37	61,790	64,835	67,955	71,200	74,420	
38	61,790	64,835	67,955	71,200	74,420	
39	61,790	64,835	67,955	71,200	74,420	
40	61,790	64,835	67,955	71,200	74,420	

*All bargaining unit members will remain on the same step and placement on which they were placed in the 2010-2011 school year. After the 2013-2014 school year, if steps are granted in the successor agreement, teachers will move to the next step beyond their 2010-2011 step placement (i.e. will not move multiple steps). Teachers eligible for lateral column changes will receive them in 2012-2013 and in 2013-2014.

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

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

In the event that the blended pupil enrollment in the District on the Fall, 2012 student membership count day, for State School Aid Act purposes, is 3,147 students (or greater) the above 2012-2014 Salary Schedule will receive no further adjustment. However, if the blended pupil enrollment on the Fall, 2012 student membership count day is less than 3,147 students but more than 3,121 students, the 2012-2014 Salary Schedule (depicted above) shall be reduced by 1% at each step. If instead the District's blended student enrollment on the Fall, 2012 student membership count day is 3,121 students or less but more than 3,096 students, the 2012-2014 Salary Schedule (depicted above) will instead be reduced by 1.75% at each step. If instead the District's blended student enrollment on the fall, 2012 student membership count day is 3,096 students or less, the 2012-2014 Salary Schedule (depicted above) will instead be reduced by 2.25% at each step.

If any adjustment is made to the 2012-2014 Salary Schedule as a result of the above formula, it will be implemented prospectively effective January 17, 2013 and shall not be retroactively applied prior to that date. A revised salary schedule shall be computed to reflect the adjustment and will replace the 2012-2014 Salary Schedule as depicted above.

In the event that the District's blended pupil enrollment on the fall, 2013 student membership count day, for State School Aid Act purposes is greater than 3,100 students, each teacher will receive an off-schedule stipend of \$250, which payment will be limited to the 2013-2014 school year. If instead the District's blended pupil enrollment on the fall, 2013 student membership count day is 3,147 students or greater, the 2012-2014 salary schedule (as modified to reflect any adjustments due to the preceding enrollment formula) will be increased at each step by 1%. If any adjustment is made to the 2012-2014 Salary Schedule as a result of this formula it shall become effective at the beginning of the 2013-2014 school year. Retroactive wage adjustments will be made as necessary (to the beginning of the 2013-2014 school year) after the Fall, 2013 student membership count day. A revised salary schedule shall be computed to reflect the adjustment and will replace the 2012-2014 Salary Schedule then in effect.

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 schedules reflect an additional \$735 at the 15th year; \$835 at the 20th year; \$955 at the 25th year; \$635 at the 30th year and \$535 at the 35th year.

Schedule I: - Extra Duty Compensation: 2011-2012

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

Activities Director	5430.00
All School Play	
Director	1630.00
Producer/Publicity	550.00
Technical Director	870.00
Prop/Stage Manager	175.00
Costume Coordinator	175.00
Lighting and Sound Director	175.00
Ticket Taker/Event Supervisor (hourly)	14.25
Class Advisors	
9th Grade	725.00
10th Grade	725.00
11th Grade	1450.00
12th Grade	1450.00
Curriculum Cabinet/Department Head	1365.00
Debate	545.00
Enrichment/At Risk (hourly)	22.00
Forensics	545.00
High School Concerts & Music Activities	
Band	725.00
Assistant Band	440.00
Orchestra	725.00
Choral	725.00
Balladiers	725.00
Summer Parades	230.00
Accompanist/Rehearsal Accompanist (per concert)	60.00
Marching Band	
Director	2715.00
Assistant Director	1900.00
Flag Corps Director	910.00
Majorette Director	910.00
Percussion Assistant Director	830.00
Band/Orchestra Camp Chaperone (week)	230.00
Musical	
Dramatic Director (Overall)	1630.00
Music Director – Vocal	1090.00
Music Director – Orchestra	870.00
Technical Director	870.00
Choreographer	870.00
Producer/Publicity	550.00
Accompanist/Rehearsal Accompanist	450.00
Technician	450.00
Costume Coordinator	175.00
Ticket Taker/Event Supervisor (hourly)	14.25
National Honor Society	1450.00
Newspaper Advisor	1520.00
Pep Band Director	290.00
Service Club	725.00
Yearbook Advisor	3260.00

Extra-Duty Compensation – Middle School 7/8

Curriculum Cabinet	1365.00
Enrichment/At Risk (hourly)	22.00
Junior National Honor Society Advisor	950.00
Middle School Music Activities	
Choral	440.00
Band	440.00
Orchestra	440.00
Technician	450.00
Accompanist/Rehearsal Accompanist (per concert)	60.00

Ticket Taker/Event Supervisor (hourly)	14.25
Solo & Ensemble Pianist (per student)	29.00
Musical	
Dramatic Director (Overall)	1305.00
Music & Orchestra Director	655.00
Choreographer	655.00
Technical Director	655.00
Accompanist/Rehearsal Accompanist	440.00
Ticket Taker/Event Supervisor (hourly)	14.25
Newspaper Advisor	1250.00
Programs Director	665.00
Student Council Supervisor	1630.00
Yearbook Advisor	1250.00

Extra-Duty Compensation – Middle School 5/6

Curriculum Cabinet	1365.00
Enrichment/At Risk (hourly)	22.00
Middle School Music Activities	
Choral	440.00
Band	440.00
Orchestra	440.00
Newspaper	1250.00
Programs Director	665.00
Service Squad - Safety Patrol	230.00
Student Council Supervisor	1365.00
Yearbook Advisor	1250.00

Extra-Duty Compensation – Elementary School

Curriculum Cabinet	1365.00
Kindergarten Expo (hourly)	22.25
Service Squad - Safety Patrol	
One assignment per elementary school	230.00

Extra-Duty Compensation – All Levels

ESL Coordinator	1310.00
Intramural Event Supervisor	
Athletic and Academic Afterschool Programs (hourly)	14.25
Librarian	345.00
Mentor	1105.00
*Reading Recovery Teacher Leader	5000.00
Special Education	645.00
*Split Grade/Multigrade Assignment	1000.00
*Assigned by administration.	

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.

Coaching Percentages Based on Sport

High School Sports		High School Sports Cont.	
Varsity Football	13%	Varsity Tennis	8%
Var Asst Football	9%	JV Tennis	6%
JV Football	9%	Varsity Track	13%
JV Asst Football	8%	Var Asst Track	8%
Frosh Football	8%	Varsity Volleyball	11%
Frosh Asst Football	7%	JV Volleyball	7%
Golf	8%	Frosh Volleyball	6%
X-Country	8%	Varsity Gymnastics	11%
X-Country (if combined boys/girls)	10%	Var Asst Gymnastics	7%
Var Asst. X-Country	6%	Fall Head Cheerleading	5%
Varsity Soccer	12%	Fall Asst Cheerleading	4%

JV Soccer	8%
Varsity Basketball	13%
JV Basketball	9%
Frosh Basketball	8%
Varsity Swimming	11%
Var Asst Swimming	7%
Varsity Wrestling	11%
JV Wrestling	7%
Varsity Baseball	12%
Var Asst Baseball	9%
JV Baseball	9%
Frosh Baseball	8%
Varsity Softball	12%
Var Asst Softball	9%
JV Softball	9%
Frosh Softball	8%

Winter Head Cheerleading	5%
Winter Asst Cheerleading	4%

Middle School Sports

Football	6%
Basketball	5%
Wrestling	5%
Swimming	5%
Volleyball	5%
Track	6%
Cross Country	5%
Fall Cheerleading	3%
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.

Schedule I - Extra Duty Compensation: 2012-2014

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

High School	2012-2014
Activities Director	5430
All School Play	
Director	1630
Producer/Publicity	550
Technical Director	870
Prop/Stage Manager	175
Costume Coordinator	175
Ticket Taker/Event Supervisor (hourly)	14.25
Class Advisors	
9th Grade	725
10th Grade	725
11th Grade	1450
12th Grade	1450
Curriculum Cabinet/Department Head	1365
Debate	545
Enrichment/At Risk (hourly)	22
Forensics	545
High School Concerts & Music Activities	
Band	725
Assistant Band	440
Orchestra	725
Choral	725
Balladiers	725
Summer Parades	230

Accompanist/Rehearsal Accompanist (per concert)	60
Marching Band	
Director	2715
Assistant Director	1900
Flag Corps Director	910
Majorette Director	910
Percussion Assistant Director	830
Band/Orchestra Camp Chaperone (week)	230
Musical	
Dramatic Director (Overall)	1630
Music Director – Vocal	1090
Music Director – Orchestra	870
Technical Director	870
Choreographer	870
Producer/Publicity	550
Accompanist/Rehearsal Accompanist	450
Costume Coordinator	175
Ticket Taker/Event Supervisor (hourly)	14.25
National Honor Society	1450
Newspaper Advisor	1520
Pep Band Director	290
Service Club	725
Yearbook Advisor	3260

Middle School 7/8	2012-2014
Curriculum Cabinet	1365
Enrichment/At Risk (hourly)	22
Junior National Honor Society Advisor	950
Middle School Music Activities	
Choral	440
Band	440
Orchestra	440
Technician	450
Accompanist/Rehearsal Accompanist (per concert)	60
Ticket Taker/Event Supervisor (hourly)	14.25
Solo & Ensemble Pianist (per student)	29
Musical	
Dramatic Director (Overall)	1305
Producer/Publicity	655
Music & Orchestra Director	655
Choreographer	655
Technical Director	655
Costume Coordinator	150
Accompanist/Rehearsal Accompanist	450
Ticket Taker/Event Supervisor (hourly)	14.25
Newspaper Advisor	1250
Programs Director	665
Student Council Supervisor	1630
Yearbook Advisor	1250

Middle School 5/6	2012-2014
Curriculum Cabinet	1365
Enrichment/At Risk (hourly)	22
Middle School Music Activities	
Choral	440
Band	440
Orchestra	440
Newspaper Advisor	1250
Musical	
Dramatic Director (Overall)	665
Producer/Publicity	440
Music & Orchestra Director	440
Choreographer	440
Technical Director	440
Costume Coordinator	149
Accompanist/Rehearsal Accompanist	450
Ticket Taker/Event Supervisor (hourly)	14.25
Service Squad - Safety Patrol	230
Student Council Supervisor	1365
Yearbook Advisor	1250

Elementary School	2012-2014
Curriculum Cabinet	1365
Kindergarten Expo (hourly)	22.25
Service Squad - Safety Patrol	230
One assignment per elementary school	

All Levels	2012-2014
ESL Coordinator	1310
Intramural Event Supervisor	14.25
Athletic and Academic Afterschool Programs (hourly)	
Mentor	1105
*Reading Recovery Teacher Leader	5000
Special Education	645
*Split Grade/Multiage Assignment	1000
*Assigned by administration	

Coaching Salary Schedule – Experience

Coaches shall remain on the same experience step in 2012-2013 and in 2013-2014 on which they were placed in 2011-2012.

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.

Coaching Percentages Based on Sport

High School Sports

Varsity Football	13%
Var Asst Football	9%
JV Football	9%
JV Asst Football	8%
Frosh Football	8%
Frosh Asst Football	7%
Golf	8%
X-Country	8%
X-Country (if combined boys/girls)	10%
Var. Asst. X-Country	6%
Varsity Soccer	12%
JV Soccer	8%
Varsity Basketball	13%
JV Basketball	9%
Frosh Basketball	8%
Varsity Swimming	11%
Var Asst Swimming	7%
Varsity Wrestling	11%
JV Wrestling	7%
Varsity Baseball	12%
Var Asst Baseball	9%
JV Baseball	9%
Frosh Baseball	8%
Varsity Softball	12%
Var Asst Softball	9%
JV Softball	9%
Frosh Softball	8%

High School Sports Cont.

Varsity Tennis	8%
JV Tennis	6%
Varsity Track	13%
Var Asst Track	8%
Varsity Volleyball	11%
JV Volleyball	7%
Frosh Volleyball	6%
Varsity Gymnastics	11%
Var Asst Gymnastics	7%
Fall Head Cheerleading	5%
Fall Asst Cheerleading	4%
Winter Head Cheerleading	5%
Winter Asst Cheerleading	4%

Middle School Sports

Football	6%
Basketball	5%
Wrestling	5%
Swimming	5%
Volleyball	5%
Track	6%
Cross Country	5%
Fall Cheerleading	3%
Winter Cheerleading	3%

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 - In-Service Professional Education

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

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

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

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

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

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

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

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

Article 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. Teachers shall inform the substitute computer system by 6:30 a.m. each school day to report unavailability for work. If a teacher has reported unavailability after the above times, it shall be the responsibility of the administration to arrange for a substitute teacher. It is the responsibility of the unavailable teacher to have provided suitable lesson plans in his/her planbook for that day or arrange through his/her Principal's office to provide instructions to the substitute teacher. Absences known in advance shall be reported to allow more time to arrange for a substitute.
- II. Polygraph/Lie Detector. No polygraph or lie detector device shall be administered to a teacher in any investigation of any teacher.
- III. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with the terms contained in any individual teacher contracts heretofore in effect. All individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- IV. Copies of this Agreement entitled, "Contractual Agreement Between the Board of Education of the School District of the City of Adrian and the Adrian Education Association, MEA-affiliates of NEA," shall be provided electronically at the expense of the Board for the duration thereof and presented to all teachers now employed or hereafter employed by the Board. Upon request, an "unlocked" electronic copy of this Agreement will be presented to the Association. It is agreed that providing the unlocked copy to the Association will not cause any alteration to the terms of this Agreement as ratified by the parties. It is understood that this Agreement is consummated solely between the Board of Education of the School District of the City of Adrian and the Adrian Education Association.
- V. If any provision of this Agreement or any application of the Agreement to any employee or group of employees covered by this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- VI. This Agreement is the complete agreement between the parties in regard to items covered herein and may be altered, changed, added to, deleted or modified only by mutual written consent of the parties.
- VII. Emergency Financial Manager. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.
- VIII. New Teacher Orientation. All new teaching personnel shall report on the day designated on the official calendar, prior to the opening of school, for orientation.
- IX. Residual Rights. All teachers covered under this Agreement, who participate in the production of tapes, publications, or other produced educational material, shall share residual rights with the Board of Education should they be copyrighted or sold by the District if said material was produced on school time. In all such cases, the Board shall retain fifty percent (50%) of any ownership and revenues derived. If the production is done on a teacher's own time, even though using school facilities, the teacher retains residual rights, if said material is copy- righted or sold. "Participate," as used herein, shall be defined as producing a video, audio or written communication wherein a teacher or teachers participate in more than a casual manner. The term "residual rights," as used herein, shall be defined as any monetary consideration remaining from the production of material after all expenses incurred in the production of said material have been recouped and any and all remaining future rights to flow from said material from sources such as, but not limited to, revenue from royalties, media use, and third party rentals and/or leasing.
- X. Official Correspondence. All official correspondence from the Association to the Board or its designee will be delivered to

785 Riverside Ave., Suite 1, Adrian. All correspondence from the Board or its designee to the Association will be delivered to the President of the Association at the President's home address during the summer. When school is in session, official correspondence may be delivered to the President's home address or assigned classroom.

- XI. Evaluation of Non-Bargaining Unit Member. If required by an administrator, a teacher will provide input for the evaluation of a non-bargaining unit member who is assigned to work with that teacher. Furthermore, it is understood, the administrator will be ultimately responsible for the formal evaluation.
- XII. Acceptable Use of Internet.
- A. Recognition. The parties recognize that the Internet/Intranet is a vast resource for providing, gathering, assisting and communicating in educational, employment-related, personal recreation and Association matters, including Adrian Education Association's (AEA) internal political communications.
 - B. Internal Political Communications. Examples of acceptable political communications which are internal to the AEA: AEA officer elections, HLCEA, 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 1st, the time limits may be reduced by mutual agreement in order to effect a solution prior to the end of the school year or as soon thereafter as is practicable.

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

Written grievances as required herein shall contain the following:

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

Level One

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

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

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

Level Two

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

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

Level Three

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

Level Four

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

Level Five

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

Grievance Termination

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

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

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

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

Expense Responsibility

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

Article XXIII - Calendar

- 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 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.
- V. 2013-2014 Calendar: the 2013-2014 Calendar will have equivalent days and hours (excluding SIG extended time) of pupil instruction and equivalent teacher work days than the 2012-2013 Calendar.

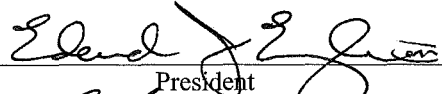
Article XXIV - Duration Of Agreement

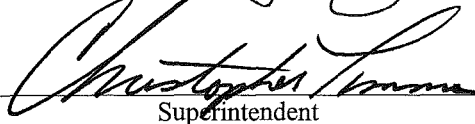
This Agreement will be effective upon ratification by the parties and shall continue in effect until June 30, 2014.

In the event that the "Protect Our Jobs" initiative petition to amend the Michigan Constitution by adding Art. 1 , Section 28 is approved by the voters in the November, 2012 election and takes effect, the parties agree that there will be a reopener to bargain the following subjects: teacher discipline (to align with the Tenure Act and to adjust investigative timelines); teacher layoff and recall (including, but not limited to, layoff notice timelines); teacher evaluation; teacher assignment (to include a shared-committee approach to staffing that maintains a balance of necessary Board decision-making and teacher interest in placement).

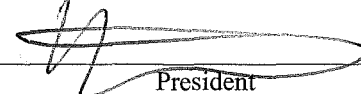
In the event that the District's per pupil foundation allowance falls below \$6906 per student and/or if the District's blended pupil enrollment falls below 2,950 students, there will be a reopener of the 2012-2014 Salary Schedule.

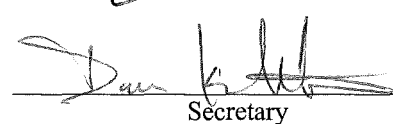
ADRIAN PUBLIC SCHOOLS

By: 
President

By: 
Superintendent

ADRIAN EDUCATION ASSOCIATION

By: 
President

By: 
Secretary

The VSIP will be suspended for the 2011-2012, 2012-2013 and 2013-2014 school years except for those members who have met the contractual February 1, 2012 deadline.

Appendix A

LETTER OF AGREEMENT

Memorandum Of Agreement - Voluntary Severance Incentive Plan

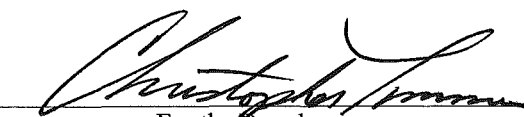
It is hereby agreed by and between the Board of Education and the Adrian Education Association that a Voluntary Severance Incentive Plan will be offered to eligible teachers in the bargaining unit who are eligible to and elect to retire according to the terms of this agreement. There is no guarantee 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:

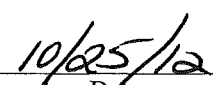
1. In order to be eligible for this incentive plan, an employee must be eligible for retirement benefits under the Michigan Public School Employees Retirement System (MPERS) commencing at the end of the school year during which the election is made by the employee. For these purposes, eligibility to 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:

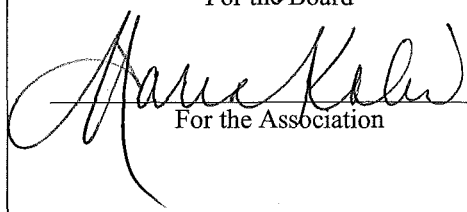
Employee's Years of Service	Years to be Purchased
less than 28 - at least 27	3
less than 29 - at least 28	2
less than 30 - at least 29	1

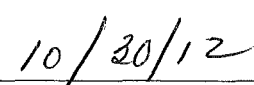
Purchased universal credit shall be pro rated to the nearest half-year based upon partial years of service credited to the employee. For example, an employee with 27 years of service would have 3 years of universal service credit purchased on his or her behalf, that is, enough universal service credit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


For the Board


Date


For the Association


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 (MPERS) 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.

Karen Herwig

For the Board

August 6, 2001

Date

John R. Kallath

For the Association

August 6, 2001

Date



Payroll Resolution

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

WHEREAS under the Michigan Public School Employees Retirement System (MPERS) 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 MPERS;

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 MPERS 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 30th of the current fiscal year.
 3. Proof of course completion (transcript) and receipt for payment of tuition should be submitted along with application no later than June 30th of the current fiscal year to the curriculum office.

NAME: _____

ADDRESS: _____

SCHOOL: _____ TEACHING ASSIGNMENT: _____

COURSE TITLE: _____

COLLEGE OR INSTITUTION: _____

CREDIT: _____ SEMESTER HOURS OR _____ TERM HOURS

TERM: _____ FALL _____ WINTER _____ SPRING/SUMMER

DATES: _____ TO _____

COST: \$ _____ TUITION

COURSE TAKEN TO MEET:

- (Check one)
- ☐ 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

Probationary Teacher _____

Mentor Teacher _____

School Year _____

[illegible]

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

Letter of Agreement

This Agreement is entered into this 6th day of July, 2011 by and between the Adrian Education Association, MEA/NEA (the Association); and the Adrian Public Schools and the School District of the City of Adrian, Michigan (Board).

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

1. If a teacher is assigned to an IB course and agrees to that assignment, that will represent the agreement of the teacher to instruct that course for its duration.
2. Each IB teacher will be paid a stipend of \$100 per trimester per course taught. Additionally, each IB teacher will receive \$40 for each student in their class who passes the end of course assessment for an "SL" course and \$80 for each student in their class who passes the end of course assessment for an "HL" course. (Passing is defined as a rating of 3 or higher on the IB exam.) This stipend (\$100/tri/course) will be part of each IB teacher's contract (addendum) and the additional stipend (\$40 or \$80 per student) will be paid as soon as the results of the IB Assessment are known.
3. Summer trainings and meetings beyond three (3) days will be optional. If a teacher attends a daily training (in town), they will receive a \$100/day stipend (day is defined as 6 hours plus lunch). If the training is out of town and requires the teacher to spend the night/several nights, the teacher will also receive \$100/day stipend for each night the teacher is away from home because of the training and/or travel. The \$100/day stipend will also apply for travel days.
4. Trainings held during the school year which require a teacher to spend the night at the meeting location (out of town) will be optional. If the training takes place during a normally scheduled workday, the teacher will receive a \$100/day stipend for each night of the training which requires the teacher to be away from home. If the training takes place on a non-regularly scheduled workday (weekend, holiday, etc.) the teacher will instead receive a \$200/day stipend. These stipends will also apply for travel days.
5. IB teachers can be required to attend up to 6 required IB staff meetings in addition to the normal contractual staff meetings. These meetings will be a maximum of 1 hour in length with an agenda to be distributed prior to the meeting. Teachers will receive a \$30 stipend for each of these meetings.
5. On occasion, an IB teacher may be asked to teach a before and/or after school class that is for enrichment (example-Bridge Course) or for credit.

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

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

$$\text{Teacher Salary/Teacher Workdays/6 HS Periods} \times .89^* = \text{Hourly Rate}$$

The teaching of these before/after school sessions will be optional and all contractual posting requirements will be followed.
6. Extended Essay Mentors will be paid \$100/student. IB students will select their own Extended Essay Mentor. This will be an optional assignment.
7. The IB Coordinator will be released a minimum of 1/3 of the scheduled school day to fulfill the assigned IB Coordinator duties. The IB Coordinator will also receive all other rights set forth in this agreement.
8. The Extended Essay Coordinator and CAS Coordinator positions may include before and/or after school work with students. All contractual posting requirements will be followed. These positions will pay the normal contractual "Enrichment" rate. Schedules will be coordinated with the building administrator.
9. All other contract language will apply.
10. This Letter of Agreement replaces and supersedes the Letter of Agreement dated June 25, 2010.

11. This Letter of Agreement applies to the IB Diploma Program for 11th and 12th grade students.

12. The Letter of Agreement expires effective June 30, 2014.

Board

Date

Board

Date

Association

Date

Association

Date

APPENDIX K

Adrian Public Schools

2011-2012 School Calendar

Monday, August 29, 2011	New Teacher Orientation; Mentor/Probationary Teacher Meeting
Tuesday, August 30, 2011	Teacher First Day: Orientation/Professional Development/School Improvement
Wednesday, August 31, 2011	Teacher Second Day: Work Day & AEA meeting
Thursday, September 1, 2011	Teacher Third Day: Professional Development/School Improvement
Friday, September 2, 2011	No school for staff
Monday, September 5, 2011	Labor Day Holiday - No school for staff
Tuesday, September 6, 2011	First Day of School for students K-12 - Full Day
October 10 - October 28, 2011	Fall 2011 MEAP Testing - Grades 3-9
Monday, October 10, 2011	K-12 students dismissed PM Professional Development/School Improvement K-6 PM 7-12 Parent Teacher Conferences - PM and Evening
Friday, October 28, 2011	9-12 students released 1 hour early Professional Development SIG 9-12
Friday, November 4, 2011	K-6 students dismissed PM Conference Prep K-6 PM End of marking period K-6
Wednesday, November 9, 2011	K-6 Parent/Teacher Conferences – Evening
Thursday, November 10, 2011	No school for K-12 students Professional Development/School Improvement K-6 AM, 7-12 AM & PM K-6 Parent/Teacher Conferences - PM and Evening
Tuesday, November 22, 2011	High School Exam Day - HS students dismissed PM
Wednesday, November 23, 2011	High School Exam Day - K-12 students dismissed PM End of 1st 7-12 Trimester
Thursday, November 24, 2011	No school for students/staff - Thanksgiving Holiday
Friday, November 25, 2011	No school for students/staff - Thanksgiving Holiday
Monday, November 28, 2011	No school for 7-12 students Records Day 7-12 only
Friday, December 9, 2011	No school for K-6 students, 7-12 students dismissed PM Professional Development/School Improvement K-6 AM & PM, 7-12 PM
Wednesday, December 21, 2011	Winter Break begins at close of school day for students
Tuesday, January 3, 2012	School resumes for staff/students
Friday, January 13, 2012	End of marking period K-6
Monday, January 16, 2012	No school for K-12 students Records Day K-6 only Professional Development/School Improvement 7-12 AM & PM
Thursday, January 19, 2012	K-12 students dismissed PM Professional Development/School Improvement K-8 PM 9-12 Parent Teacher Conferences - PM and Evening
Tuesday, February 7, 2012	9-12 students released 1 hour early Professional Development SIG 9-12
Friday, February 17, 2012	No school for students/staff - Mid-Winter Break Day
Monday, February 20, 2012	No school for students/staff - Mid-Winter Break Day
March 6 - March 22, 2012	Spring MEAP HST Testing - Grades 9-12
Tuesday, March 6, 2012	No school 12th grade, PLAN/ACT Testing for 9-11 grades
Wednesday, March 14, 2012	High School Exam Day - HS students dismissed PM
Thursday, March 15, 2012	High School Exam Day - HS students dismissed PM End of 2nd 7-12 Trimester

Friday, March 16, 2012	No school for 7-12 students, Records Day 7-12 only K-6 students dismissed PM, Conference Prep K-6 PM End of Marking Period K-6
Wednesday, March 21, 2012	K-6 Parent/Teacher Conferences - Evening
Thursday, March 22, 2012	K-12 students dismissed PM Professional Development/School Improvement 9-12 PM K-8 Parent/Teacher Conferences - PM and Evening
April 2 - April 6, 2012	Spring Break
Monday, April 9, 2012	School resumes
Thursday, April 26, 2012	K-12 students dismissed PM Professional Development/School Improvement K-12 PM 9-12 Parent Teacher Conferences - Evening
Monday, May 28, 2012	No school for students/staff - Memorial Day
Friday, June 1, 2012	High School Exam Day - Full day for K-12 students
Sunday, June 3, 2012	High School Graduation
Monday, June 4, 2012	High School Exam Day - HS students dismissed PM K-8 Full day - Last day of school for students
Tuesday, June 5, 2012	Teacher Records Day

Adrian Board of Education approved

11/21/11

PM = afternoon

***We are not waving any rights, by law, to make calendar changes at the high school.**

Appendix L

Adrian Public Schools 2012-2013 School Calendar

Monday, August 27, 2012	New Teacher Orientation; Mentor/Probationary Teacher Meeting
Tuesday, August 28, 2012	Teacher First Day: Orientation/Professional Development/School Improvement
Wednesday, August 29, 2012	Teacher Second Day: Work Day & AEA meeting
Thursday, August 30, 2012	Teacher Third Day: Professional Development/School Improvement
Friday, August 31, 2012	No school for staff
Monday, September 3, 2012	No school for staff - Labor Day Holiday
Tuesday, September 4, 2012	First Day of School for students K-12 - Full Day
October 8 - October 31, 2012	Fall 2012 MEAP Testing - Grades 3-9
Thursday, October 25, 2012	No school for 7-12 students AM Professional Development/School Improvement 7-12 Parent/Teacher Conferences - PM and Evening
Tuesday, November 20, 2012	7-12 Exam Day 7-12 students dismissed PM
Wednesday, November 21, 2012	7-12 Exam Day K-12 students dismissed PM End of 1st Trimester K-12
Thursday, November 22, 2012	No school for students/staff - Thanksgiving Holiday
Friday, November 23, 2012	No school for students/staff - Thanksgiving Holiday
Monday, November 26, 2012	No school for K-12 students K-12 Records Day
Wednesday, November 28, 2012	K-6 Parent/Teacher Conferences - Evening
Thursday, November 29, 2012	No school for K-6 students AM Professional Development School Improvement K-6 Parent/Teacher Conferences - PM and Evening
Friday, December 21, 2012	Winter Break begins at close of school day for students
Monday, January 7, 2013	School resumes for staff/students
Monday, January 21, 2013	No school for K-12 students Professional Development/School Improvement K-12 AM & PM
Thursday, January 24, 2013	No school for 7-12 students AM Professional Development/School Improvement 7-12 Parent/Teacher Conferences - PM and Evening
Friday, February 15, 2013	No school for students/staff - Mid-Winter Break Day
Monday, February 18, 2013	No school for students/staff - Mid-Winter Break Day
Wednesday, February 27, 2013	7-12 Exam Day 7-12 students dismissed PM
Thursday, February 28, 2013	7-12 Exam Day K-12 students dismissed PM K-6 Records Day PM End of 2nd Trimester K-12
Friday, March 1, 2013	No school for 7-12 students K-6 students dismissed PM K-6 Records Day PM 7-12 Full Records Day
March 5 - March 21, 2013	Spring MEAP HST Testing - Grades 9-12
Wednesday, March 6, 2013	K-6 Parent/Teacher Conferences - Evening
Thursday, March 7, 2013	No school for K-6 students AM Professional Development School Improvement K-6 Parent/Teacher Conferences - PM and Evening

March 29 - April 5, 2013	Spring Break
Monday, April 8, 2013	School resumes
Thursday, April 18, 2013	K-12 students dismissed PM Professional Development/School Improvement K-12 PM
Thursday, May 9, 2013	K-12 students dismissed PM Professional Development/School Improvement K-12 PM
Monday, May 27, 2013	No school for students/staff - Memorial Day
Sunday, June 2, 2013	High School Graduation
Thursday, June 6, 2013	7-12 Exam Day K-12 students dismissed PM K-6 Records Day PM
Friday, June 7, 2013	7-12 Exam Day K-12 students dismissed PM - Last Student Day K-12 Records Day PM End of 3rd Trimester K-12

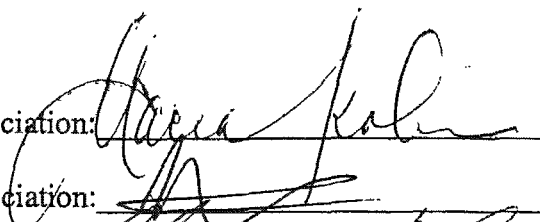
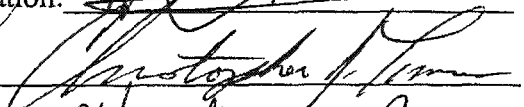
LETTER OF AGREEMENT

This Agreement is entered into this 25th day of May, 2012 by and between the Adrian Educational Association, MEA/NEA (the Association); and the Adrian Public Schools and the School District of the city of Adrian, Michigan (the Board).

Whereas, the Association and the Board agree to the following terms and conditions to address the IB Middle Years Program (MYP) in grades 7-10:

1. The program will require an MYP Coordinator and this position will require a release time of at least .5 for the 2012-13 and 2013-14 school years. The MYP Coordinator is recognized by this Letter of Agreement as a position within the AEA bargaining unit.
2. Trainings held during the school year which require an MYP Coordinator to spend the night at the meeting location (out of town) will be optional. If the training takes place during a normally scheduled workday the MYP Coordinator will receive a \$100/day stipend for each night of the training which requires the MYP Coordinator to be away from home. If the training takes place on a non-regularly scheduled workday (weekend, holiday, etc) the MYP Coordinator will receive a \$200/day stipend. These stipends will also apply for travel days.
3. Release time will be provided for teacher collaboration for both vertical and horizontal alignment work for the MYP Program. The MYP Coordinator will consult with administration regarding this release time.
4. The MYP Coordinator will assume the role of a Personal Project Coordinator and facilitate the MYP Personal Project process during the 2013-14 school year with a stipend of \$1105.
5. The MYP Coordinator will not have responsibility for supervising, disciplining or evaluating teachers.
6. The Superintendent (or designee) will evaluate the MYP Coordinator.
7. If there is a substantial alteration in the duties of the MYP Coordinator, the Board and the Association agree to meet for the purpose of considering the impact of those modifications and the content of this Letter of Agreement.
8. This Letter of Agreement replaces and supersedes the Letters of Agreement dated September 20, 2010 and January 21, 2011.
9. This Letter of Agreement replaces and supersedes the Tentative Agreement dated July 12, 2011.
10. This Letter of Agreement will be effective upon execution and expires on June 30, 2014.

This is non-precedent setting.

For the Association:		Date: <u>5/25/12</u>
For the Association:		Date: <u>5/25/12</u>
For the Board:		Date: <u>5/25/12</u>
For the Board:		Date: <u>5/25/12</u>

LETTER OF AGREEMENT

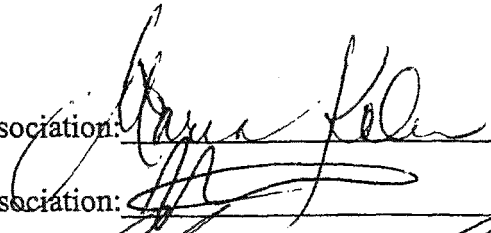
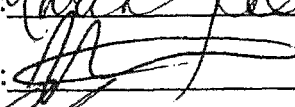
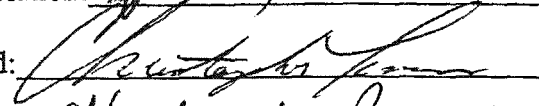
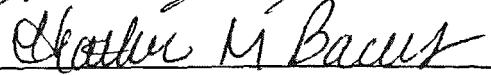
This Agreement is entered into this 25th day of May, 2012 by and between the Adrian Educational Association, MEA/NEA (the Association); and the Adrian Public Schools and the School District of the city of Adrian, Michigan (the Board).

Whereas, the Association and the Board agree to language that addresses the transformational changes of the District:

1. A position called Coordinator of Instructional Improvement will be created for the 2012-13 and 2013-14 school years. The Coordinator is recognized by this Letter of Agreement as a position within the AEA bargaining unit. The position would be posted according to contractual language. The position is an optional assignment.
2. The Coordinator will report to the Superintendent or designee. (see attached job description for specific duties). If there is a substantial alteration in the duties of the Coordinator, the Board and the Association agree to meet for the purpose of considering the impact of those modifications and the content of this Letter of Agreement.
3. The Coordinator will be paid an annual stipend of \$2,000 to cover extra in-district meetings and travel.
4. Trainings held during the school year which require the Coordinator to spend the night at the meeting location (out of town) will be optional. If the training takes place during a normally scheduled workday the Coordinator will receive a \$100/day stipend for each night of the training which requires the Coordinator to be away from home. If the training takes place on a non-regularly scheduled workday (weekend, holiday, etc) the Coordinator will receive a \$200/day stipend. These stipends will also apply for travel days.
5. Summer trainings and meetings may be required. If the Coordinator attends a daily training (in town) during the summer, he/she will receive a \$100/day stipend. If the training is out of town and requires the Coordinator to spend the night/several nights, the Coordinator will, in addition, also receive a \$100/day stipend for each night that he/she is away from home because of the training and/or travel. The \$100/day stipend will also apply for travel days.
6. The Coordinator will not have responsibility for supervising, disciplining or evaluating teachers.
7. The Superintendent (or designee) will evaluate the Coordinator.

8. This Letter of Agreement becomes effective upon execution and expires on June 30, 2014.

This is non-precedent setting.

For the Association:		Date: 5/25/12
For the Association:		Date: 5/25/12
For the Board:		Date: 5/25/12
For the Board:		Date: 5/25/12



Job Description - Coordinator

SUMMARY

Coordinator is responsible for stewardship of the curriculum content, instructional methods and assessment strategies in the subject area which they coordinate.

REPORTING RELATIONSHIPS

The Coordinator reports to the Director of Curriculum, Instruction and Assessment and may receive direction from the Superintendent and/or Building Principals.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Assures the content of the district curriculum is aligned with national standards and the Michigan Curriculum Framework.
2. Monitors the curriculum materials of the district to assure the materials are aligned with the content of the district's curriculum and are current.
3. Leads the process of curriculum development and review, including recommendation of new materials for district adoption.
4. Facilitates and provides professional development, coaching and other supports relating to consistent implementation of district materials, assessment methods, best practices and use of technology.
5. Develops, articulates and plans for cross-content articulation of curriculum themes.
6. Assures instructional and assessment methods are aligned with practices whose effectiveness is supported by research and evaluation.
7. Articulates, develops and implements formative assessment strategies to inform instruction, and summative assessment strategies to measure student mastery.
8. Assures the assessment strategies are those whose effectiveness is documented by research and evaluation – commonly referred to as 'best practices'.
9. Monitors and assures the fit of classroom, district, and state level assessment activities.
10. Articulates and advocates the use of technology in accordance with standards for technology.
11. Works collegially with teachers and administrators in support of the supervision process.
12. Communicates regularly with building administrators regarding the focus and nature of work with individual teachers and groups of staff.
13. Maintains confidentiality.
14. Acts as liaison between school and community, parents and students.
15. Prioritize and manage multiple tasks.
16. Must successfully complete APS required training.
17. Prepares and submits, in a timely manner, reports as directed.
18. Follows all Board policies, state laws and regulations.
19. Provides support to other positions as required.
20. Performs other duties as assigned by the Director of Curriculum, Instruction and Assessment.

SUPERVISORY RESPONSIBILITIES

None

EDUCATION and/or EXPERIENCE

1. Five (5) years classroom teaching experience.
2. Michigan certification in area of coordination.
3. Master's Degree in Education, preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

1. Valid Teaching Certificate.

LANGUAGE SKILLS

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

MATHEMATICAL SKILLS

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to apply principles of calculus, algebra and statistical theory.

REASONING ABILITY

Ability to define problems collect data, establish facts, and draw valid conclusions. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

OTHER SKILLS and ABILITIES

Ability to apply knowledge of current research and theory to instructional program; ability to plan and implement lessons based on district objectives. Ability to establish and maintain effective relationships with students, peers and parents; skill in oral and written communication.

Knowledge, skill and ability in the use of e-mail, internet, power point, spreadsheets and word processing.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and occasionally required to walk and stand. The employee is occasionally required to bend and or twist at the trunk more than the average person. The employee is continuously repeating the same hand arm or finger motion many times. The employee must occasionally lift and/or move up to 10 pounds such as books and teaching material. Specific vision abilities required by this job include close vision, and the ability to adjust focus. The ability to travel to other building is required. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Additional duties are performed by the individuals currently holding this position and additional duties may be assigned.

03/02

25
APS 5/24/12**Instructional Coach/Case Manager****LETTER OF AGREEMENT**

This Agreement is entered into this 25th day of May, 2012 by and between the Adrian Educational Association, MEA/NEA (the Association); and the Adrian Public Schools and the School District of the city of Adrian, Michigan (the Board).

Whereas, the Association and the Board agree to language that addresses the transformational changes at the High School:

1. A position called Instructional Coach/Case Manager will be created and included in the School Improvement/Consolidated Grant funds for the 2012-13 and 2013-14 school years. The Instructional Coach/Case Manager is recognized by this Letter of Agreement as a position within the AEA bargaining unit. The position will be posted according to contractual language. The position is an optional assignment.
2. Each instructional coach/case manager will be paid an annual stipend of \$1,500 to cover extra in-district meetings and travel
3. Trainings held during the school year which require an Instructional Coach/Case Manager to spend the night at the meeting location (out of town) will be optional. If the training takes place during a normally scheduled workday the Instructional Coach/Case Manager will receive a \$100/day stipend for each night of the training which requires the Instructional Coach/Case Manager to be away from home. If the training takes place on a non-regularly scheduled workday (weekend, holiday, etc) the Instructional Coach/Case Manager will receive a \$200/day stipend. These stipends will also apply for travel days.
4. Summer trainings and meetings may be required. If an Instructional Coach/Case Manager attends a daily training (in town) during the summer, they will receive a \$100/day stipend. If the training is out of town and requires the Instructional Coach/Case Manager to spend the night/several nights, the Instructional Coach/Case Manager will, in addition, also receive a \$100/day stipend for each night that he/she is away from home because of the training and/or travel. The \$100/day stipend will also apply for travel days.
5. The Instructional Coach/Case Manager will not have responsibility for supervising, disciplining or evaluating teachers.
6. The Superintendent (or designee) will evaluate the Instructional Coach/Case Manager.

7. If there is a substantial alteration in the duties of the Instructional Coach/Case Manager, the Board and the Association agree to meet for the purpose of considering the impact of those modifications and the content of this Letter of Agreement.
8. This Letter of Agreement replaces the Letter of Agreement executed by the parties on August 8, 2011.
9. This Letter of Agreement will be effective upon execution and expires on June 30, 2014.

This is non-precedent setting.

For the Association:

Date:

5/25/12

For the Association:

Date:

5/25/12

For the Board:

Date:

5/25/12

For the Board:

Date:

5/25/12

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

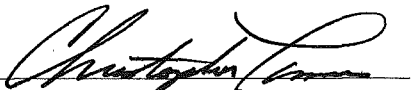
Re: Librarian

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

The Association and the District agree as follows:

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

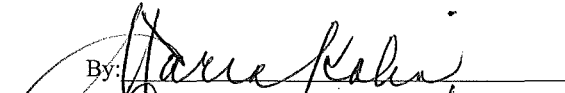
ADRIAN PUBLIC SCHOOLS BOARD OF EDUCATION

By: 

Its: SUPERINTENDENT

Dated: 10/25, 2012

ADRIAN EDUCATION ASSOCIATION, EA/NEA

By: 

Its: Chief Negotiator

Dated: 10/30, 2012

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LETTER OF AGREEMENT

This Agreement is entered into this 23rd day of May, 2011 by and between the Adrian Educational Association, MEA/NEA (the Association); and the Adrian Public Schools and the School District of the City of Adrian, Michigan (the Board).

Whereas, the Association and the Board agree to the following during the length of the High School SIG grant:

1. As a requirement under the High School SIG grant, we are required to offer extended learning opportunities to all high school students for the duration of the SIG grant. A plan for this extended learning time is to be submitted to the Michigan Department of Education for approval, to be implemented for the 2011-12 school year and for the duration of the SIG grant. The commitments in this Letter are conditioned upon the District's receipt of the SIG grant funds beginning in the 2011-2012 school year to fully fund the terms of this Letter of Agreement.
2. For the duration of the SIG grant, twenty-four (24) minutes/day will be added to the high school day allowing the schedule to accommodate a six (6) period day.
3. For the duration of the SIG grant, high school teachers who have minutes added to their instructional day will receive a stipend paid in equal installments throughout the school year as part of the normal pay cycle. This stipend will equate to 3% of the individual teachers' base salary in effect for that school year.
4. Additional stipends will be available, for the duration of the SIG grant, if one or more of the following goals are attained and will be paid the last pay in June:
 - ¼% of their base salary in effect for that school year if student attendance increases to 93% daily attendance.
 - ¼% of their base salary in effect for that school year if student failure rate decreases from the current average of nearly 22% to 13%.
 - ¼% of their base salary in effect for that school year if NWEA scores demonstrate at least one year growth in mathematics and reading for each grade level of students, based on normed growth rate (within 75% of normed growth rate for that grade level of 2011-2012 and within 85% of normed growth rate for that grade level for 2012-2013).
 - ¼% of their base salary in effect for that school year if 80% of all students passing end-of-course exams as established. Semester exams will be established in each course, mutually developed by department teachers, instructional coaches, and high school administrators. This semester exam

will be used to develop a pre-test assessment. Teachers will not be responsible for development of the pre-test.

5. Starting with the 2011-2012 school year and for the duration of the SIG grant, it is agreed that early release or late start time will be built into the high school schedule, in two (2) hour increments at a maximum of one (1) per month.
6. The following contract provisions will be modified beginning in the 2011-2012 school year and for the duration of the SIG grant, to accommodate the high school restructuring:

Article V, Section 1, F:

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

Article V, Section II, D:

D. Academic Center/Labs.

1. No member of the High School faculty will be required to teach more than five (5) ~~four (4)~~ academic classes in a day. An Academic Center, equal in length to a regular class period, is considered an academic class.

Article V, Section IV, H, 3b:

- b. divided by $(180 \times 30 \times 5)$ – which are constants that represent 180 days of school, 30 students per class, and 5 instructional periods per day.

Article VII, Section I, H:

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

7. This Letter of Agreement will be effective at the commencement of the 2011-2012 school year and will remain in effect for the duration of the SIG grant.

For the Association: Maria Kelen

Date: 5/23/11

For the Association: [Signature]

Date: 5/23/11

For the Board: Christopher L. [Signature]

Date: 5/23/11

For the Board: Deborah M. Baens

Date: 5/23/11

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Letter of Agreement

This Agreement is entered into this 16th day of October, 2012 by and between the Adrian Education Association, MEA/NEA (the Association); and the Adrian Public Schools and the School District of the city of Adrian, Michigan (the Board).

Whereas, the Association and the Board agree:

1. AEA Coaches and Extra Duty positions will be paid in one of two ways which will be outlined on the Addendum for each position.
2. Option 1: Members assigned to a particular position will be allowed to select to be paid the negotiated amount, per the Collective Bargaining Agreement, during the duration of the activity, season, or event of the assigned position. The District will pay the negotiated amount in equal installments in payroll for the specific time period only.
3. Option 2: Members assigned to a particular position will be allowed to select to be paid the negotiated amount, per the Collective Bargaining Agreement, for the complete length of the school payroll year for the assigned position. A member selecting this option agrees to the following:
 - a. If the season, event, or activity is cancelled or not scheduled, the member will have payroll deductions made for the full amount pre-paid to the member by the district.
 - b. If the member resigns or leaves the position and/or district prior to the completion and/or commencement of the season, the event or the activity, the member will have his/her salary pro-rated for the amount pre-paid to the member by the district.
4. If any member does not return the Addendum signed, with a selection made, prior to the deadline for the form to be submitted to the District, the default payment method will be Option 1.
5. This Letter of Agreement, once signed and ratified by both parties will be the resolution to Grievance 1-2012 filed by the Association.

This is non-precedent setting.

For the Association: [Signature]

Date: Oct. 16, 2012

For the Association: _____

Date: _____

For the Board: [Signature]

Date: 10/16/12

For the Board: [Signature]

Date: 10-16-12

**LETTER OF AGREEMENT
BETWEEN THE
SCHOOL DISTRICT OF THE CITY OF ADRIAN
AND THE
ADRIAN EDUCATION ASSOCIATION, MEA/NEA**

Re: 2012-2014 Salary Schedule

This Letter of Agreement is entered into between the Adrian Education Association, MEA/NEA (the "Association") and the School District of the City of Adrian (the "District"). Pursuant to the terms of Article XXI, ¶ VI of their 2011-2014 Contractual Agreement, the District and the Association agree to amend the provisions of Article XV/Salary and Extra-Duty Compensation as follows:

1. The 2012-2014 Salary Schedule, as presently depicted in the Contractual Agreement, shall remain in effect, without modification or adjustment, through the conclusion of the 2012-2013 school year.

2. The attached adjusted salary schedule (Exhibit A) shall become effective on the first teacher obligation date of the 2013-2014 school year, and shall remain in effect thereafter, subject to the potential adjustments to the salary schedule for the 2013-2014 school year as are specified in Article XV/Salary and Extra-Duty Compensation.

3. The intent of the parties in entering into this Letter of Agreement is to postpone the adjustment to the 2012-2014 Salary Schedule which occurred as a result of the Fall 2012 student membership count from January 17, 2013 until the first teacher obligation date of the 2013-2014 school year. To effectuate that intention, the following language shall be deleted from Article XV of the 2011-2014 Contractual Agreement effective upon the ratification of this Letter of Agreement by the District and the Association:

~~If any adjustment is made to the 2012-2014 Salary Schedule as a result of the above formula, it will be implemented prospectively effective January 17, 2013 and shall not be retroactively applied prior to that date. A revised salary schedule shall be computed to reflect the adjustment and will replace the 2012-2014 Salary Schedule as depicted above.~~

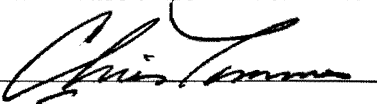
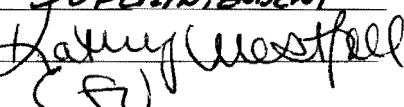
4. Effective upon the ratification of this Letter of Agreement by the District and the Association, the following language shall be included within Article XV to replace and supersede the previous corresponding provision referenced in ¶ 3 of this Letter of Agreement:

The District and the Association recognize that application of the above enrollment formula resulted in a reduction of one percent (1%) (at each step) of the 2012-2014 Salary Schedule. That adjusted Salary Schedule will be implemented

prospectively effective on the first teacher obligation day of the 2013-2014 school year, and shall not be retroactively applied prior to that date.

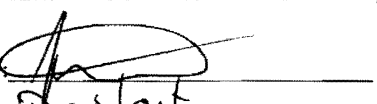
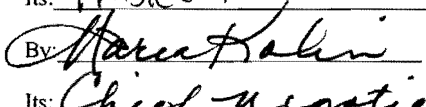
5. By entering into this Letter of Agreement, neither the District nor the Association intend to create, waive, amend, or modify any other rights or obligations set forth in their 2011-2014 Contractual Agreement, except as otherwise are specifically created, waived, modified, or amended herein. With the exception of the express covenants within this Letter of Agreement, this Letter of Agreement shall not constitute the establishment of any precedent, custom, practice, and/or binding working condition with respect to future interpretation, enforcement or application of the collective bargaining agreement between the District and the Association, or any successor collective bargaining agreement between them.

ADRIAN PUBLIC SCHOOLS BOARD OF EDUCATION

By: 
Its: SUPERINTENDENT
By: 
Its: CU

Dated: 1/21, 2013

ADRIAN EDUCATION ASSOCIATION, EA/NEA

By: 
Its: President
By: 
Its: Chief negotiator

Dated: 1/21, 2013

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AEA Salary Schedule

EXHIBIT A

2012-14 with a 1% decrease - eff 2013-14

Experience	B.S. Degree	B.S. +18* Degree	M.A. Degree	M.A. +18* Degree	M.A. +30* Specialist or Ph.D. Degree
0	33,764	35,546	37,363	39,249	41,120
1	35,442	37,288	39,209	41,179	43,164
2	37,194	39,130	41,139	43,223	45,283
3	39,031	41,095	43,184	45,377	47,520
4	40,971	43,110	45,307	47,609	49,881
5	42,991	45,248	47,555	49,960	52,346
6	45,114	47,480	49,906	52,435	54,930
7	47,347	49,822	52,381	55,039	57,663
8	49,693	52,287	54,960	57,737	60,504
9	52,148	54,886	57,692	60,608	63,499
10	54,727	57,583	60,534	63,612	66,642
11	57,435	60,449	63,538	66,751	69,939
12	57,435	60,449	63,538	66,751	69,939
13	57,435	60,449	63,538	66,751	69,939
14	57,435	60,449	63,538	66,751	69,939
15	58,163	61,177	64,266	67,478	70,666
16	58,163	61,177	64,266	67,478	70,666
17	58,163	61,177	64,266	67,478	70,666
18	58,163	61,177	64,266	67,478	70,666
19	58,163	61,177	64,266	67,478	70,666
20	58,989	62,004	65,093	68,305	71,493
21	58,989	62,004	65,093	68,305	71,493
22	58,989	62,004	65,093	68,305	71,493
23	58,989	62,004	65,093	68,305	71,493
24	58,989	62,004	65,093	68,305	71,493
25	60,014	63,028	66,117	69,330	72,518
26	60,014	63,028	66,117	69,330	72,518
27	60,014	63,028	66,117	69,330	72,518
28	60,014	63,028	66,117	69,330	72,518
29	60,014	63,028	66,117	69,330	72,518
30	60,642	63,657	66,746	69,958	73,146
31	60,642	63,657	66,746	69,958	73,146
32	60,642	63,657	66,746	69,958	73,146
33	60,642	63,657	66,746	69,958	73,146
34	60,642	63,657	66,746	69,958	73,146
35	61,172	64,187	67,275	70,488	73,676
36	61,172	64,187	67,275	70,488	73,676
37	61,172	64,187	67,275	70,488	73,676
38	61,172	64,187	67,275	70,488	73,676
39	61,172	64,187	67,275	70,488	73,676
40	61,172	64,187	67,275	70,488	73,676

*All bargaining unit members will remain on the same step and placement on which they were placed in the 2010-11 school year. After the 2013-2014 school year, if steps are granted in the successor agreement, teachers will move to the next step beyond their 2010-2011 step placement (i.e., will not move multiple steps).

Teachers eligible for lateral column changes will receive them in 2012-2013 and 2013-2014

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

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