



**Adrian Educational Support
Personnel Association**

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

July 1, 2015 - June 30, 2016

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AGREEMENT

This Agreement is made and entered into this 1st day of July 2014, by and between the Adrian Public Schools Board of Education (hereinafter called the Board) * and the Adrian Educational Support Personnel Association (AESPA), MEA/NEA (hereinafter called the Association).

* In all cases when the language refers to the Board this shall encompass the Policy Council of the Head Start Early Childhood Programs. With regards to Head Start Early Childhood Programs this Agreement is also with the Policy Council.

ARTICLE I - PURPOSE AND INTENT

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

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

ARTICLE II - RECOGNITION

1. The Board recognizes the Association as the sole and exclusive bargaining representative for the following classifications of hourly employees.
 - A. K-12
 - Paraprofessional – Media
 - Paraprofessional – Special Education
 - Paraprofessional – Playground/Lunchroom
 - Paraprofessional - In School Suspension
 - Paraprofessional – In-School Suspension/Information Technology Support
 - B. Food Service
 - Van Driver
 - Cashier
 - Prep
 - Server
 - Dishwasher
 - Baker
 - Food Service Assistant
 - Assistant Cook
 - Head Cook
 - High School Prep
 - C. Head Start Early Childhood Programs
 - Nutrition Assistant
 - Teacher Assistant
 - Teacher
 - High Scope Certified Teacher

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

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

All Head Start Early Childhood Programs supervisory, home visitor, confidential and contracted service employees, and employees in other unions are excluded.

2. Unless otherwise indicated, use of the term "Employee"/"Bargaining Unit Member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. The Parties recognize that Section 15 of the Public Employment Relations Act contains certain prohibited subjects of bargaining which are within the sole authority of the public school employer to decide. Certain of the prohibited subjects of bargaining apply to "teachers" in general, and to those individuals who are "public employees whose employment is regulated by [the Teachers' Tenure Act,] 1937 (Ex Sess) PA 4, MCL 38.71 to 38.191." Those individuals holding a teaching certificate as defined by Administrative Rule 390.1101 shall be considered "certificated" and regulated by the Teachers' Tenure Act. Those individuals who are not regulated by the Teachers' Tenure Act shall be referred to when necessitated by Section 15 of PERA as "Non-Certificated" individuals. The Parties recognize that the rights of Non-Certificated individuals are subject first to the Board's placement decisions regarding those employees who qualify as "teachers" under Section 15 of PERA.

The Parties agree that the Michigan Employment Relations Commission has yet to rule directly on the applicability of prohibited subjects of bargaining to certificated teachers in positions in which they do not gain "probationary" time toward tenure. The above agreement is based on the Parties' interpretation of existing case law. Should the Michigan Employment Relations Commission rule on the applicability of prohibited subjects of bargaining to certificated teachers in positions in which they do not gain "probationary" time toward tenure, the Parties agree to immediately meet following the exhaustion of any appeals to address any necessary changes to the above definition.

3. Approved Work Calendar - All reference to work days shall be in accordance with the approved work calendar provided to the employee prior to the start of the school year.

School Calendar Days - All references to school calendar days shall include actual work days, paid leave and break days. The summer months will not be part of the school calendar days.

4. Full-Time is defined as working thirty (30) hours or more per week.
5. Part-Time is defined as working less than thirty (30) hours per week.

ARTICLE III - BOARD RIGHTS

1. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
2. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
 - A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
 - B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year,

and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

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

ARTICLE IV - EQUAL EMPLOYMENT OPPORTUNITY

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

ARTICLE V - PROHIBITION AGAINST STRIKES

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

ARTICLE VI - EMPLOYEE ASSOCIATION RIGHTS

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

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

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

All employees will be informed on mandatory Direct Deposit effective July 1, 2011. Forms will be available in the Business Office or on the District website.
5. Association Representatives Authorized Time

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

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

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

Association Representation may be a bargaining unit member or officer from the Association and/or the MEA Uniserv Director.
7. Grievance Presentation and Investigation – Association Representative(s)

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

8. Printing of Agreement
The Board will be responsible for posting this Agreement on the District website. If any bargaining unit member would like a printed copy of the contract, the Board will provide a written contract upon request.
9. Association Communication
The Association shall have the right to post official notices approved by the Association of activities and matters of Association concern on existing bulletin boards, at least one (1) of which shall be provided in each school building and the Association shall have the right to use the interschool mail carrier system, the District's e-mail and fax systems for local usage to send notices and other Association information to members.
10. Employee Network Access Regulations
All employees will be provided with a copy of the Network Access Regulations. The District Network Access Policy is subject to change without notice. The District Network Administrator will post any changes to the Network Access Policy in an appropriate location on the Network.
11. Labor Management Committee
During the life of this agreement, separate paid Labor Management Committees for Head Start and K-12 paraprofessionals will be formed for the purpose of resolving potential grievances, addressing concerns, discussing new approaches and programs or anything else that could impact the employees represented by this Agreement. The meetings will have an agenda and will consist of no more than three (3) elected association members and two (2) administrators.

The Association and the Board will conduct Labor Management Committee meetings September through May. Meeting date and time may be changed through mutual agreement.
12. All K-12 paraprofessionals shall receive appropriate training as determined by the Board.

ARTICLE VII - EMPLOYEE EVALUATIONS

1. Purpose

This Article shall apply only to Non-Certificated individuals. Any reference to "employee," "employees," or "members" in this Article is understood to apply only to Non-Certificated individuals. Members of the unit shall be subject to an evaluation process. The purpose of the evaluation process is: 1) Recognize accomplishments; 2) Provide accurate feedback related to performance; 3) Link employee objectives to the Mission of Adrian Public Schools; and, 4) Address areas that do not meet expectations through a Plan for Improvement. The evaluation process is not part of the progressive discipline process. (See Article XXV, Discipline-Discharge for the progressive discipline process.)
2. Frequency
 - A. K-12 and Food Service
K – 12 and Food Service employees shall be evaluated in writing at least once every two (2) years by the immediate supervisor or designee with input from other staff, if appropriate. Evaluation of the Food Service program shall not be part of any individual employee's evaluation.
 - B. Head Start
Head Start employees shall be evaluated in writing each year by the immediate supervisor or designee with input from other staff, if appropriate.
3. Evaluation Document
The Board will determine the evaluation document format.
4. Job Description/Expectations
The immediate supervisor will provide the employee with a job description and job expectations upon hire or transfer.

5. Probationary Period
Each specific classification shall receive a copy of the evaluation document from their immediate supervisor upon completion of the employee's probationary period.
6. Notification
Employees will be notified no later than October 1st if they will be subject to the evaluation process and informed of any changes to the evaluation document.
7. Criteria
 - A. K-12, Food Service and Head Start (Nutrition Assistants and Teacher Assistants)
The job performance criteria will be: Basic job knowledge and skills; Performance of assigned duties; Interpersonal relationships with staff, parents and students; Care and use of equipment and facilities; Ability to follow directions and accept responsibility; Promptness and attendance to job.
 - B. Non-Certificated Head Start Teachers
The job performance criteria will be: Planning and Preparation, Classroom Environment, Instruction, Professional Responsibilities, Student Growth, CLASS or Infant Toddler PQA.
8. Evaluation Conference
Evaluation conferences may include the immediate supervisor and other supervisory staff, if appropriate. The employee may have Association Representation or fellow employee in the conference if they choose.
9. Presentation of Evaluation
The evaluator shall complete and present the evaluation, in the evaluation conference, no later than three (3) calendar weeks or fifteen (15) workdays prior to the end of the employee's work year.
10. Plan for Improvement.
Concerns may be addressed with a written plan for improvement that indicates reasonable correction measures, expectations, duration of the plan, reasonable measures of attainment and administrative assistance that will be provided.

Unsatisfactory expectations not noted in the employee's subsequent evaluations shall mean the expectations have been met.
11. Copy of Evaluation/Personnel File
The employee is provided a confidential copy of the completed evaluation, the original is placed in the employee's personnel file located in Human Resources.
12. Employee Response to Evaluation
If an employee disagrees with the performance evaluation, they may submit a written rebuttal within five (5) work days. The written rebuttal will be attached to the performance evaluation for placement in the employee's personnel file located in Human Resources.

ARTICLE VIII - SAFETY

1. The Board will take reasonable measures in order to protect the employees from any present or potential job hazards which the employees may encounter at their places of work in accordance with the Michigan Occupational Safety and Health Act (MIOSHA).
2. Employee Notification to Board
The employee will notify the Board in writing of any suggested job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.
3. Employee Responsibility
Employees recognize their responsibilities to comply with all applicable health and safety regulations that have been given to them in writing.
4. Classroom Discipline Problems
An employee will notify the Board and the classroom teacher of any discipline problems in the classroom.

5. Board Support
The Board shall support employees in maintaining school discipline as outlined in the student code of conduct, Board policy, and Head Start program curriculum.
6. Board Policies
The Board will make policies available to each employee upon request.
7. Report of Threat, Assault and/or Battery
Any case of threat or assault and battery upon an employee shall be promptly reported to the Board. The employee shall reduce to writing a full account of the threat or assault and battery and provide the Board with any information which will substantiate the action.
8. Liability Protection
If any employee is sued while in the performance of a school function, and the employee's actions are within the scope of the Board policy and applied in a prudent manner, the Board will provide a legal liability insurance policy for the protection of the employee. Liability protection shall be limited to the amount provided by the insurance coverage.
9. Report of Injuries and/or Accidents
Employees of the District are to immediately report injuries and accidents, which occur while on duty, to their supervisors. Worker's Compensation reports must be filled out before going to the doctor's office, unless it is an emergency.
10. Payment for Lost Time
Employees will be paid up to four (4) days for time lost due to a work related injury. The four (4) days will only be paid if the employee is not compensated for same through worker's compensation.
11. Medical Treatment/Transportation
In the event an employee is injured, a decision on appropriate medical treatment will be made by the injured employee and the building principal/administrator. If immediate medical care is warranted, the employee will be transported to a medical facility by a District representative or via ambulance.
12. Annual Classroom Plan
At the beginning of each school year a meeting shall be held in the building in which the member is assigned and shall include the Paraprofessionals – Special Education and the Special Education teachers they work with, to discuss the student needs, and shall be paid a minimum of one (1) hour or the actual time worked, whichever is greater.

ARTICLE IX - JURISDICTION

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

ARTICLE X - CONTRACTUAL WORK

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

ARTICLE XI - SENIORITY

1. Definition

- A. K-12

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

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

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

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

- B. Food Service

Seniority shall be defined as the length of an employee's continuous service from his/her date of hire and recognized as combined classification seniority. Date of hire shall be defined as the employee's first work day.

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

- C. Head Start

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

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

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

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

2. Loss of Seniority

An employee will lose their seniority for the following reasons:

- A. The employee resigns.

- B. For Non-Certificated individuals the employee is discharged, and such discharge is not reversed through the grievance procedure.

- C. The employee retires.

- D. Abandonment of the job.

1. For Non-Certificated individuals, Abandonment of the job (failure to report to work) shall be defined, for the purposes of this contract as:

- a) Failure to report an absence(s) from work to the employer shall be deemed as misconduct and subject to progressive discipline up to and including termination.
 - b) Failure to report to work for seven (7) consecutive work days without cause or notification to the employer will be considered abandonment of the job.
3. Accumulation – Layoff
Seniority shall be retained, but not accumulated for an employee on layoff pursuant to this Agreement.
 4. Accumulation – Unpaid Leave of Absence
Seniority shall be retained, but not accumulated for an employee on an unpaid leave of absence pursuant to this Agreement.
 5. Accumulation – Paid Leave of Absence
Seniority shall continue to accumulate for an employee on any paid leave of absence pursuant to this Agreement.
 6. Accumulation – Workers Compensation
Seniority shall continue to accumulate for an employee on workers compensation.
 7. Seniority Lists
Seniority lists for each classification, including work location, will be furnished to the Association Officers on the Friday after Labor Day of each school year.
 8. Classifications:
See Article II, Recognition for bargaining unit's classifications.

ARTICLE XII - PROBATIONARY STATUS

1. Length of Probation
For Non-Certificated individuals, employees hired in the bargaining unit shall be considered probationary employees for the first ninety (90) school calendar days of their employment. The following benefits will begin after completion of the above probation period; personal/emergency days, leave days, sick days, emergency closing days, holidays and vacation, if applicable.
2. Seniority
There shall be no seniority among probationary employees.
3. Seniority Lists
When an employee finishes the probationary period their name shall be entered on the seniority list of the specific unit and they shall be ranked for seniority based on date of hire.
4. Benefit Eligibility
 - A. K-12 and Head Start
Fringe benefits will begin after ninety (90) calendar days for medical insurance and life insurance.
 - B. Food Service
Fringe benefits begin the date of hire, medical insurance, life insurance, personal/emergency days, sick days, holidays and vacation, if applicable.
5. Temporary Employees
Temporary employees are those who are regularly scheduled to work, but such employment shall not exceed ninety (90) school calendar days. In the event that a temporary employee is hired as a permanent employee, his/her time worked as a temporary employee shall count towards establishing seniority status.
 - A. Short Term
Any temporary employee who is hired for a short-term specific period of time (no more than ninety [90] school calendar days) shall not be part of the bargaining unit.

B. Long Term

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

6. Break in Continuous Service

A break in continuous service will disqualify the employee for any benefits afforded by the Agreement.

7. Association Representation of Probationary Employees

The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement. For Non-Certificated individuals, the Association may represent probationary employees in disciplinary matters.

8. Unsatisfactory Work Performance of Probationary Employees

For Non-Certificated individuals, if at any time during the employee's probationary period the employee's work performance is unsatisfactory the employee may be dismissed by the Board without appeal/cause. A written reason will be provided.

9. Extension of Probationary Period

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

10. Evaluation Document

For Non-Certificated individuals, each employee shall receive a copy of the evaluation document from their immediate supervisor upon completion of the employee's probationary period.

ARTICLE XIII - VACANCIES, TRANSFERS AND ASSIGNMENTS

1. This Article shall apply only to Non-Certificated individuals. Any reference to "employee," "employees," "teachers," or "members" in this Article is understood to apply only to Non-Certificated individuals.

2. Staffing Levels

Administration will determine the staffing levels at each building based on criteria such as student population, student needs, and program requirements. Whenever possible, a HighScope certified teacher will be placed in every classroom.

3. Definition of Vacancy

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

4. Posting of Vacancies: K-12 and Head Start

K-12 Vacancies:

A. School year vacancies between August 15 and April 1: the Board will post all vacancies for five (5) work days for internal applicants.

B. For the purposes of this article, internal applicants shall mean bargaining unit members within the same classification as the vacancy and currently working for the school district within the AESPA unit. The position shall be awarded to the member on the following: seniority, qualifications, experience, minimum of "meets" expectations evaluation, and competency required to perform the job. The Board agrees that once the position vacated has been filled, then the employee will transfer. Any K-12 position vacated after April 1 will be posted. Should the position be filled by an internal candidate the employee shall not transfer to the new position until the following school year.

C. If no bargaining unit member within the same classification applies and there are members on layoff within the classification, the Board will offer the vacancy starting with the most senior member on layoff.

- D. If there are no bargaining unit members on layoff, the vacancy will be available to all bargaining unit members to apply.
- E. If no bargaining unit members apply and there are members on layoff outside of the classification of the vacancy, the Board starting with the most senior member on layoff outside the classification will be offered the vacancy.
- F. If no bargaining unit members apply or accept the recall the Board will post the vacancy as a new job opportunity to external candidates. The vacancy as a new job opportunity does not preclude any bargaining unit members to apply for the vacancy.
- G. Summer vacancies between April 2 through August 14: the Board will post all vacancies for five (5) work days for internal applicants and follow steps B through F.

When qualifications, experience, and competency are equal, a vacancy will be awarded to the most senior internal candidate within the classification.

Head Start School Year Vacancies:

- A. Between August 15 and May 1, the Board will post all vacancies for five (5) work days for internal applicants.
- B. For the purposes of this article, internal applicants shall mean bargaining unit members within the same classification as the vacancy and currently working for the school district within the AESPA unit. The position shall be awarded to the member on the following: seniority, qualifications as determined by the Board, HighScope experience if required by the Board, minimum of "effective" expectations evaluation, absence of any type of improvement or training plan, input from community partners, and competency required to perform the job. The Board agrees that once the position vacated has been filled, then the employee will transfer.
- C. If no bargaining unit member within the same classification applies and there are members on layoff within the classification, the Board will offer the vacancy starting with the most senior member on layoff who meets the criteria above.
- D. If there are no bargaining unit members on layoff, the vacancy will be available to all bargaining unit members who meet the criteria above to apply.
- E. If no bargaining unit members apply and there are members on layoff outside of the classification of the vacancy, the Board starting with the most senior member on layoff outside the classification who meets the criteria above will be offered the vacancy.
- F. If no bargaining unit members apply or accept the recall the Board will post the vacancy as a new job opportunity to external candidates. The vacancy as a new job opportunity does not preclude any bargaining unit members to apply for the vacancy.
- G. The above procedure will be repeated for two total consecutive vacancies. The third vacancy shall be filled by the Board with an external candidate to minimize the impact on students.

When all other requirements are equal, a vacancy will be awarded to the most senior internal candidate within the classification.

Head Start "Summer" Vacancies:

- A. If a position becomes vacant between May 2 and August 14, the Board will hold a Head Start staffing meeting.
- B. The meeting will be posted at least 5 days in advance, along with a list of all known vacancies. If a position was filled during the previous school year with an external candidate, that position will be considered vacant for the purpose of the staffing meeting.
- C. At the meeting, the District shall solicit the interest of any Non-Certificated Association member who is interested in an internal transfer to an identified vacancy.
- D. The vacancy held by the most senior recent position holder shall be filled first.
- E. To be considered for an internal transfer, a Non-Certificated Association Member must meet the following requirements: qualifications as determined by the Board, HighScope experience if required by the Board, minimum of "effective" expectations evaluation, absence of any type of improvement or training plan, input from community partners, and competency required to perform the job.
- F. Positions shall be filled by the member with the highest seniority who requested a transfer and who meets the above criteria.
- G. The meeting will end when there are no additional requests for internal transfers.

- H. After the Head Start staffing meeting, the Board may require involuntary transfers.
- I. Any remaining positions may be filled with external candidates.

When all other requirements are equal, a vacancy will be awarded to the most senior internal candidate within the classification.

Posting of Vacancies: Food Service

- A. The Board will post all vacancies for five (5) work days for internal applicants.
- B. For the purposes of this article, internal applicants shall mean food service bargaining unit members and currently working for the school district within the AESPA unit. The position shall be awarded to the member on the following: seniority, qualifications, experience, minimum of "meets" expectations evaluation, and competency required to perform the job. The Board agrees that once the position vacated has been filled, then the employee will transfer.
- C. If no food service bargaining unit member applies, the Board will offer the vacancy starting with the most senior food service member on layoff.
- D. If there are no food service bargaining unit members on layoff, the vacancy will be available to all bargaining unit members to apply.
- E. If no bargaining unit members apply and there are members on layoff outside of the classification of the vacancy, the Board starting with the most senior member on layoff outside the food service classification will be offered the vacancy.
- F. If no bargaining unit members apply or accept the recall the Board will post the vacancy as a new job opportunity to external candidates. The vacancy as a new job opportunity does not preclude any bargaining unit members to apply for the vacancy.

When qualifications, experience, and competency are equal, a vacancy will be awarded to the most senior internal candidate.

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

Vacancies will be communicated to employees by the following: 1) e-mail to all employees and 2) District web site: www.theadrianmaples.com.

5. Notification of Building Representatives

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

6. Filling of Vacancies

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

7. K-12 Temporary Employees for New Position

The District shall be allowed to temporarily fill a new K-12 Special Education Paraprofessional position for a maximum of thirty-five (35) school calendar days. At the conclusion of this period, the position must be posted.

8. Promotion, Transfer and Involuntary Transfer

A. Promotion – Definition

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

B. Promotion – Trial Period

A trial period shall be defined as the forty-five (45) school calendar days immediately following an employee's promotion, during which the Board shall assess the employee's ability to successfully fulfill the responsibilities and requirements of the new job. It is the Board's right at any time within or upon completion of the trial period to determine the employee's inability to successfully fulfill the

responsibilities and requirements of the job and to return the employee to their previously held position. No benefits will be lost during the trial period.

A newly promoted employee shall serve a trial period of forty-five (45) school calendar days. A trial period is not a probationary period. During the trial period the newly promoted employee shall be evaluated by the Board. Should, at anytime, the employee's performance become unsatisfactory, he/she shall be returned to his/her previous position. Employee evaluations are not subject to the grievance procedure.

C. Promotion – Seniority

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

Food service seniority is recognized as combined classification seniority.

D. Promotion – Benefits

Insurance benefits will change to the new classification benefits, the first of the month following the promotion. Accumulated leave is carried over to a new classification, based on a conversion formula that calculates the value of the benefit, such as leave time, with the current rate of pay and converts the value based on the new rate of pay.

E. Transfer - Definition

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

F. Transfer – Trial Period

A trial period shall be defined as the forty-five (45) school calendar days immediately following an employee's transfer, during which the Board shall assess the employee's ability to successfully fulfill the responsibilities and requirements of the new job. It is the Board's right at any time within or upon completion of the trial period to determine the employee's inability to successfully fulfill the responsibilities and requirements of the job and to return the employee to their previously held position. No benefits will be lost during the trial period.

An employee who requests, and is granted, a transfer will serve a trial period of forty-five (45) school calendar days. A trial period is not a probationary period. During the trial period the employee shall be evaluated by the Board. Should, at anytime, the employee's performance become unsatisfactory, he/she shall be returned to his/her previous position. Employee evaluations are not subject to the grievance procedure.

G. Request for Transfer

An employee shall have the right to request a transfer, due to varying factors. The employee shall submit a written request to Human Resources. The transfer request shall include: reason for transfer and when the employee would like the transfer to occur. Administration agrees to review and rule on the request within two (2) weeks of receipt. Employees are limited to one (1) transfer request per school year.

H. Transfer – Seniority

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

Food service seniority is recognized as combined classification seniority.

I. Transfer – Benefits

Insurance benefits will change to the new classification benefits, the first of the month following the transfer.

J. Involuntary Transfer

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

In the event an involuntary transfer is being considered the Board will contact the Association to discuss.

The Board will first seek to find a volunteer who is qualified for the vacant position above and who best matches the job requirements after the Association member is involuntarily transferred.

K. Involuntary Transfer- Seniority

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

Food service seniority is recognized as combined classification seniority.

Involuntary Transfer – Work Schedules – Head Start

Involuntary transfers may be necessary. If the Board has made the decision to complete an involuntary transfer the impacted employee will assume the work schedule of the new position without loss of hourly rate and/or number of Board scheduled hours. If an involuntary transfer is necessary, effort will be made to transfer the employee to a position with similar average weekly hours. Employees who are involuntarily transferred and who retain their hourly rate and number of hours will assume the compensation and work schedule of their new position after the first 20 work days in the new position in the following circumstances:

1. The employee is HighScope certified and the transfer is required to fill an open HighScope position.
2. The employee is non-HighScope certified and is holding a HighScope certified position, unless the employee is HighScope trained and will be certified within 12 months.
3. Interpersonal conflicts within a classroom require an involuntary transfer; the District and Association agree to meet and confer regarding alternatives to transfer prior to involuntarily transferring the employee.
4. A transfer is mandated based upon input from community partners.

L. Involuntary Transfer - Benefits

There shall be no loss of benefits in the event the employee changes classification. Accumulated leave is carried over to a new classification, based on a conversion formula that calculates the value of the benefit, such as leave time, with the current rate of pay and converts the value based on the new rate of pay.

8. Temporary Replacement Personnel – Leave of Absence

The Board reserves the right to fill all leave of absence vacancies with temporary replacement personnel. If the leave of absence is for twelve (12) weeks or more, the vacancy will be posted. Any temporary replacement personnel shall not be covered under the terms of this Agreement.

A non-probationary employee on a leave of absence of more than twelve (12) weeks will have the right to return to a position they are qualified for within their classification(s) providing a vacancy exists. However, an employee on a medical leave of absence may return to a position for which he/she is qualified, providing a position exists, upon written medical release of his/her physician. If a position is not available, the non-probationary employee is eligible to substitute. The employee will be placed on a placement list in Human Resources for a period of one school year after which the District's obligation to placement ceases.

(Also refer to Article XVIII – Unpaid Leaves of Absence)

9. Annual Staffing Process/Assignment

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

K-12, Head Start

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

prior to implementation.

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

ARTICLE XIV - LAYOFF/REDUCTION IN HOURS AND RECALL

1. This Article shall apply only to Non-Certificated individuals. Any reference to "employee," "employees," or "members" in this Article is understood to apply only to Non-Certificated individuals.

2. Layoff/Reduction in Hours-- Definition

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

3. Layoff/Reduction in Hours – Notification

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

For layoffs/reductions during the summer, employees will receive written notice by mid-June unless there is extenuating circumstances (i.e. late IEP's, student leaving the district, etc.)

Volunteers will be sought for reduced assignments.

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

4. Layoff/Reduction in Hours Procedure

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

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

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

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

Food Service

In the event non-probationary employees must be laid off/reduced hours, layoff/reduction shall be by least senior order.

5. Recall

- A. Recall Procedure.

When there is a vacancy employees shall be recalled in order of greatest seniority within the classification from which they were reduced or within any classification in which they have accrued seniority, provided no other employee on layoff has greater seniority in that classification and the

employee possesses the qualifications to perform the duties of said position. Should a tie occur upon date of hire, the employees affected will be placed on the seniority list by lottery draw.

B. Notification of Recall

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

C. Recall

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

D. Recall Rights – Non-Probationary Employees

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

E. Recall Rights – Probationary Employees

Probationary employees shall have no recall rights.

ARTICLE XV - NEW JOBS

1. Job Changes

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

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

2. New Job - Classification and Rate of Pay

The new classification and rate of pay shall be considered temporary for a period of forty-five (45) school calendar days, following the date of written notification to the Association. During this forty-five (45) school calendar day period, the Board agrees to negotiate the classification and rate of pay with the Association. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent rate of pay as a result of final negotiations, the new classification shall be added to and become a part of this Agreement.

ARTICLE XVI - SPECIAL LEAVES

1. Eligibility

A. K-12, Head Start and Food Service

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

2. Leave – Accumulation and Maximum

A. K-12

Employees, except Paraprofessional – Lunchroom/Playground, shall earn one (1) paid leave day per month for a guarantee of thirteen (13) days per year with a maximum accumulation of one hundred (100) days. Three (3) of these days shall be granted at the beginning of the school year. For purposes of severance pay (Article XXI), the maximum will be three hundred fifty (350) hours. Employees hired after December 31, 2011 shall have a maximum accumulation of fifty (50) days. If an employee

leaves during the year, leave days will be prorated.

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

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

B. Food Service.

Employees shall earn one (1) paid leave day per month for a guarantee of thirteen (13) days per year with a maximum accumulation of one hundred seventy five (175) days. Three (3) of these days shall be granted at the beginning of the school year. Employees hired after December 31, 2011 shall have a maximum accumulation of fifty (50) days. If an employee leaves during the year, leave days will be prorated.

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

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

3. Use of Leave Days

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

Leave days for K-12, Food Service, and Head Start and School Readiness shall be used for the following reasons:

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

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

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

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

B. Restrictions on Use - K-12, Food Service, and Head Start

Use of leave time beyond the employee's annual accrual in one year will be considered excessive and subject to the following progressive discipline for Non-Certificated individuals (except in waiver cases where FMLA or ADA accommodation standards are met, or the days are Act of God days, bereavement leave, or emergency closings; disciplinary waiver shall be discretionary and shall not be subject to the grievance process).

- 1st occurrence – written warning
- 2nd occurrence – reprimand
- 3rd occurrence – 1 day unpaid suspension
- 4th occurrence – 5 days unpaid suspension
- 5th occurrence – termination

An occurrence shall mean one or more consecutive days of absence. Progressive discipline for Non-Certificated individuals will be based on attendance within the fiscal year unless a pattern of abuse exists. If there is documented discipline from the previous year, discipline will progress to the next step in the subsequent year. A one fiscal year period with no discipline shall reset the progressive discipline cycle.

- C. The Parties recognize that serious health issues may occasionally arise which would exceed an employee's allotted sick leave time. If an employee suffers a FMLA qualifying illness or injury

which necessitates the employee's absence for a period in excess of their allotted sick leave time, the employee may petition the Director of Human Resources to allow sick leave time donations from fellow employees in the individual's classification. The employee shall provide sufficient medical documentation to allow the Director of Human Resources to verify that the illness or injury is a FMLA qualifying event, and will exceed the employee's allotted sick leave time.

Once the Director of Human Resources verifies that the employee qualifies, the Director of Human Resources shall convene a committee consisting of three (3) Association officers and three (3) administrators to consider and render a verdict on the employee's request. In case of a tie, the Director of Human Resources shall be the deciding vote. The committee's decision shall not be subject to the grievance process. All members of the committee shall maintain confidentiality regarding the employee's health information.

If the request is approved, employees in the individual's classification shall be allowed to donate sick leave time to the affected employee.

4. Return to Work

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

5. Personal Business/Emergency Days

A. Accumulation

1. Paraprofessional – Playground/Lunchroom

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

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

In addition, Paraprofessional – Playground/Lunchroom employees shall be five (5) paid leave days prorated over the year with a maximum accumulation of twenty (20) days. (See Article XXIII, Section I for use of personal days during Emergency Closing). Employees hired after December 31, 2011 shall not qualify for the five (5) paid leave days.

B. Request for Use

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

6. Funeral Leave Days

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

7. Leave Time – Head Start

A. Annual

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

B. Accumulation and Maximum

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

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

8. Notice of Inability to Report to Work

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

A. K-12 and Food Service

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

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

B. Head Start

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

ARTICLE XVII - JURY DUTY/COURT APPEARANCE

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

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

ARTICLE XVIII - UNPAID LEAVES OF ABSENCE

1. Request for Unpaid Leave.

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

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

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

2. Length of Unpaid Leave of Absence

A. K-12 and Food Service

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

B. Head Start

Unpaid leaves of absence shall coincide with the employee's work calendar assignment days, not to exceed a full school year. Unpaid leaves shall be subject to renewal at the discretion of the Board.

3. Seniority – Unpaid Leave of Absence

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

4. Benefits – Unpaid Leave of Absence

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

5. Return to Work - Unpaid Medical Leave of Absence

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

6. Return to Work - Unpaid Leave of Absence

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

(Also refer to Article XIII – Vacancies, Transfers and Assignments – Section 7)

ARTICLE XIX - WORK HOURS

1. Work Calendar

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

B. K-12

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

Paraprofessional – Media

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

C. Head Start

1. Program Calendar

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

2. Head Start Teacher Preparation Time

Teachers will receive preparation time at a minimum of one (1) hour per classroom session. In the event teacher's desire flexibility in his/her work time on non-child days, the request should be

made to his/her respective manager. In the event a change affects the amount of preparation time available on a daily basis, input will be solicited from the teachers affected by the changes in work schedules. The Board and the Association will discuss prior to implementation.

2. Schedules

A. Work Week

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

B. Paraprofessional – Special Education - Assignments

Paraprofessionals work each day the student they are assigned to is in attendance. If the student is not in attendance, planned or unplanned, every effort will be made to make work available for the Paraprofessional.

In the event the building principal/administrative assistant is aware a student will not be attending school every effort will be made to contact the Paraprofessional at least one hour prior to the Paraprofessional reporting to work, or as soon as possible after the building principal/administrative assistant is aware of the student's absence. If the building principal/administrative assistant is aware a student will not be attending at least one hour prior to their start time, and at least one hour notice is not provided to the Paraprofessional, and the employee reported to work, the Paraprofessional will be provided with two (2) hours pay or will be provided alternative work, at the District's discretion. If work is not provided, the Paraprofessional shall have the option of using their accumulated leave days to make up the difference.

C. Head Start (Nutrition Assistants)

Child care is provided at Policy Council meetings, and also at its committee meetings on the same night, by Nutrition Assistants. This responsibility will rotate and will be considered mandatory work. The employee will be paid their hourly rate of pay for hours worked plus a \$25.00 stipend. Child care provided at other times and for other meetings will not be considered mandatory work.

D. Head Start (Teachers and HighScope Certified Teachers)

In an effort to minimize staff wait time between conferences, the Board agrees to allow teachers the flexibility to schedule conferences and home visits in three (3) separate blocks of time; a morning block, an afternoon block, and an evening block. Specific scheduling of blocked times will be made in coordination with the Supervisor.

3. Overtime – Any language herein referencing assignment of an employee shall apply only to Non-Certificated individuals.

A. Rate

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

B. Approval

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

C. Head Start

The Board will solicit schedules from teaching staff who wish to volunteer for additional hours by March 1st of each program year. From these solicitations a Master Overtime list will be established and will be used to cover any absences in classrooms operating during Spring Break and summer vacation. Preferences will be sought for those interested in working in the infants and toddler's classrooms and those interested in working in the preschool classrooms or both.

In the event that an absence needs to be filled the Board will access the most recently established Master Overtime list which will be based on seniority. From this list, overtime will be offered to those

who have stated their preference on a rotation basis. All placements into teaching staff absences filled by either substitutes or staff volunteering for these assignments will be made at the discretion of management.

In the event there is an absence in the classroom, other than Spring Break and summer vacation, and that absence cannot be filled then the Board will assign the hours to an Association member within the Head Start Early Childhood Program. Assignments that need to be made to fill these vacancies will be shared as equally as possible amongst staff by rotating these types of assignments based on program option and site.

Input will be sought from the Association prior to any changes made to the procedure for handling teaching staff absences.

The list for nutrition assistants will rotate the responsibility for coverage of child care amongst these staff members since not all will be needed at the same meeting.

4. Call Back

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

5. Break and Lunch Periods

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

A. K-12 – Paraprofessionals

1. Break

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

2. Lunch

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

3. Field Trip

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

B. Food Service

1. Break

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

2. Lunch

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

C. Head Start

1. Breaks.

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

a) Double session teachers may take their break during non-child time between classes.

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

3. Paid Break Implementation

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

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

A. K-12 and Food Service

1. Required

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

2. Voluntary Outside the District

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

B. Head Start

1. Required

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

2. Meetings

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

3. Voluntary Outside the District

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

4. Education at Head Start Expense.

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

5. Completion of Degree/Certification Notification

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

6. Achievement of Qualifications/Promotion

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

a) Teacher

Non-Certificated Head Start Early Childhood Program Teachers must meet the qualifications as defined in the School Readiness Act of 2007 and the Michigan Department of Education's Great Start Readiness Implementation Manual.

Placement on the wage scale is dependent upon qualifications.

When a Head Start Early Childhood Program Teacher achieves increased qualifications then that employee's wage scale will change to match their new qualifications, see Appendix C for wage scale. Placement on the new wage scale will be at the wage rate that is closest to, but not lower than, the employee's current wage rate.

7. High/Scope Certification

The Head Start program will recognize those teachers who successfully complete the observation conducted by the High/Scope Foundation or the District by trained staff as a part of the teacher certification process.

PQA documents will be sent certified and return receipt with a copy to the Association. Head Start will keep a file copy of all PQA documents sent.

When an employee completes the PQA observation and required documentation, all PQA documents will be sent per the High/Scope guidelines.

Head Start will monitor the certification process until the teacher receives the High/Scope certificate.

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

ARTICLE XX - HOLIDAYS

1. Eligibility

K-12 and Food Service and Head Start

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

2. Payment

K-12, Food Service, and Head Start

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

3. Holiday Schedule

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

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

New Year's Eve Day	Day After Thanksgiving
New Year's Day	Christmas Eve Day
Good Friday	Christmas Day
July 4 th *	Two days after Christmas

Thanksgiving Day

*paid only to those employees awarded summer positions.

B. Food Service

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

New Year's Eve Day	Day After Thanksgiving
New Year's Day	Christmas Eve Day
Good Friday	Christmas Day
July 4 th *	Two days after Christmas

Thanksgiving Day

*paid only to those employees awarded summer positions.

C. Head Start

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

New Year's Eve Day	Labor Day*
New Year's Day	Thanksgiving Day
Good Friday**	Day After Thanksgiving**
Memorial Day*	Christmas Eve Day
July 4 th *	Christmas Day
	Two days after Christmas

*Full-year employees only, instead of Two days after Christmas.

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

ARTICLE XXI - SEVERANCE PAY

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

This benefit does not apply to persons terminated for cause.

1. Payment

A. Intention to Leave

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

B. Request for Payment

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

C. Calculation of Payment

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

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

D. When an employee receives severance pay from the District, the employee is required to participate in a Special Pay Deferral Plan (if allowed by IRS Rules) for payments of the following:

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

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

ARTICLE XXII - GENERAL

1. Tax Sheltered Annuity Deduction

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

2. Use of Telephone

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

3. Parking

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

4. Notice of Resignation

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

5. Payroll Deductions

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

6. Use of Own Vehicle

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

7. Chauffeur's License - Head Start

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

8. Uniform Allowance – Food Service Allowance

A. Effective July 1, 2014, employees will receive a stipend of One Hundred Twenty Five Dollars (\$125.00) per year. This stipend is for the purchase of uniforms, aprons, and shoes that are appropriate for wear in the Food Service operation. New hires will be pro-rated for the portion of the school year to be worked.

B. The Board will purchase two (2) shirts per school year with the vendor to be determined by the Board. The Board will purchase four (4) shirts in the first school year with the vendor to be determined by the Board.

9. Required Physical Tests and Inoculations

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

10. Food Service Van Driver

Food Service Van drivers shall be bonded by the District.

11. Head Start – Employment/Conflict of Interest

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

12. Head Start - Required Physical Examination

The Board may request an employee to present evidence of a physical examination by a physician certifying they are in good physical and mental health and capable of performing their assigned duties every two (2) years. Effective 7/1/08, the Board may request evidence every four (4) years.

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

13. Drug Free Workplace

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

14. Harassment Free Workplace

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

15. Tobacco Free Schools

It is agreed all employees of this Association will abide by the Board's Tobacco Free Schools policy and abide by the related State and Federal laws.

16. Head Start – Purpose and Expectation

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

17. Personnel File Review - Association

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

18. Personnel File Review – Employee

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

19. Personal Data

It is the responsibility of the employee to keep their personal data, such as address and phone number, updated with the District as soon as a change occurs by using a Personal Data Change Form located on the District website.

20. Complaint Against an Employee

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

ARTICLE XXIII - EMERGENCY CLOSING

1. School Closings Due to Inclement Weather or Other Emergencies

A. K-12 and Food Service

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

Employees who work at least ten (10) hours per week shall be paid for the first two (2) days missed during the school year, but are not expected to report for work. Employees may use five (5) of their leave days to cover the next consecutive days missed during the school year. A day equates to the number of hours an employee normally works.

B. Head Start

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

2. Make Up Days

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

3. Weather/Emergency/Delay

K-12, Food Service and Head Start

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

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

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

A. K-12 and Food Service

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

B. Head Start

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

ARTICLE XXIV - INSURANCE PROTECTION

It is understood and agreed that the Board's obligation for insurance benefits shall be limited to the terms and conditions of each plan. For all coverage the Board reserves the right to select benefit carriers at a substantially equivalent level. Summary plan descriptions are available on the district website.

1. Life Insurance Coverage

K – 12, Head Start

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

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

Food Service

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

2. Medical Coverage

General Conditions:

The medical benefit plans chosen for Plan A and Plan B, below, shall comply with the "minimum essential coverage" requirements of the PPACA and the IRS Code. The Board of Education contribution shall not annually exceed the hardcaps contained in Public Act 152 of 2011 (as amended). The District is specifically authorized to make any changes necessary to this Article to ensure compliance. The District will confer with, and seek input from, the Association prior to making any changes.

Plan A Medical Coverage:

Upon proper application and acceptance for enrollment by the appropriate underwriter, policyholder, and/or third-party administrator, the District shall make health insurance premium payments, the first of the month following Board of Education ratification, up to \$486.34 a month for single coverage on the Head Start and

Food Service employee's behalf. The Board will pay for eligible K-12 employees 55% of the premium for single subscriber health coverage.

Plan B Medical Coverage:

Upon implementation of the "employer mandate" of the Patient Protection and Affordable Care Act (PPACA), for those eligible employees not covered by Plan A, above, the Board agrees to provide access to employer sponsored health insurance of the District's choosing which meets the "minimum essential coverage" standard of the PPACA. The Board will provide access to coverage for dependents; eligible employees shall pay any amounts above any District contribution (determined at the District's sole discretion), including any amounts between the single coverage and two-person or full family coverage. The Board may opt to accept the PPACA penalty, rather than provide a contribution to health insurance.

Plan A Eligibility:

1. K-12

Employees who work thirty (30) hours per week or more and have completed three (3) years of service to the district in any employee capacity as of July 1 of the fiscal year are eligible to receive an "insurance contribution" from the district, provided the employee elects to take insurance coverage from the district.

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

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

2. Food Service

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

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

3. Head Start

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

b) Employees Hired Prior to February 1, 1993.

Employees who work twenty (20) or more hours per week, hired prior to February 1, 1993, are eligible for single subscriber medical insurance, or the Section 125 of the IRS Code option

of a monthly cash payment in the amount One Hundred Twenty-five (\$125.00) Dollars for a total of One Thousand Five Hundred (\$1,500.00) Dollars annually. If the number of employees who waive insurance coverage reaches 40% of the total number of eligible Food Service and Head Start employees as of the open enrollment period each year, the cash payment will be increased to One Hundred Fifty (\$150.00) Dollars for a total of One Thousand Eight Hundred (\$1,800.00) Dollars annually. In order to receive the Section 125 option, the employee must verify they presently have another health insurance coverage.

Plan B Eligibility:

An employee shall be eligible for access to Plan B if they meet the requirements of coverage under the PPACA's employer mandate (currently working 30 hours per week or more on average in the District).

Option to Purchase:

K-12, Food Service, and Head Start

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

3. Vision Coverage

Vision Insurance (Head Start and Food Service): If the employee carries health insurance, the employee is eligible for single vision coverage. For those employees with Cash in Lieu, they will be eligible for up to full family vision coverage.

ARTICLE XXV - DISCIPLINE-DISCHARGE

1. This Article shall apply only to Non-Certificated individuals. Any reference to "employee," "employees," or "members" in this Article is understood to apply only to Non-Certificated individuals.
2. Dismissal, suspension and/or any other progressive disciplinary action shall be only for reasons that are not arbitrary and capricious, which shall be given to the employee in writing. The employee shall have the right to defend against any and all charges and have Association representation. This article excludes probationary employees.

3. Progressive Discipline

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

A. Purpose

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

B. Process

1. Association Representation

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

2. Confidentiality

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

3. Investigation
An employee may be dismissed, suspended or disciplined pending investigation and if the dismissal, suspension or disciplinary action is found to be for reason(s) that are arbitrary and capricious, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits that the employee would have earned during the dismissal or suspension period.
4. Presentation and Recordkeeping.
Discipline will be signed/acknowledged by the supervisor and the employee. Signature will indicate receipt of the document, not necessarily agreement. The employee will be provided a copy.
5. Plan for Improvement
Employees that receive a Verbal, Written or Final Written Warning will discuss a plan for improvement with their immediate supervisor. The employee and the immediate supervisor will meet at least one (1) additional time to discuss progress. The employee may have Association representation at follow-up meetings.
6. Progressive Discipline Continuum
Progressive discipline typically follows a continuum, however, dependent on the seriousness of the situation preliminary levels may be waived. Usual progressive discipline is outlined below. Administration may have an informal discussion with the employee prior to formal written discipline.

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

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

ARTICLE XXVI - GRIEVANCE PROCEDURE

1. Definition of Grievance
A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
2. Grievance Initiation Timeline
Any employee grievance not initiated within ten (10) business days of the occurrence of the condition giving rise to the grievance shall not hereafter be considered a grievance under this Agreement.
3. Definition of Business Days
For the purpose of processing grievances, business days shall be defined as Monday through Friday, excluding Saturdays, Sundays, or holidays.
4. Timeline Adjustments
The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.
5. Appeal - Timelines
Any grievance, which is not appealed within the specified time limits set forth in that step level, shall be considered to be settled on the basis of the decision rendered at the previous step level.

6. Written Decision to Association.

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

7. Grievance Procedure

A. Step One

K-12

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

Food Service

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

Head Start

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

B. Step Two

K-12

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

Association.

Food Service

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

Head Start

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

C. Step Three

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

D. Step Four

1. If the Association is not satisfied with the disposition of the grievance, the grievance may be submitted to an mutually agreed to Arbitrator or mutually agreed to third party. Arbitrations shall be held in accordance with the Uniform Arbitration Act.
2. Neither party shall be permitted to present in the arbitration hearing any evidence or grounds, whether written or oral, that had not been disclosed to the other party in any of the previous steps of the grievance procedure.
3. The Association or the Board may call only persons who testified as a witness at the Board or earlier level.
4. Each party shall be responsible for the expenses of the witnesses that they may call.
5. The Arbitrator shall not have jurisdiction to add to or subtract from or modify any of the terms of the Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto. The Arbitrator has no authority to grant monetary relief except for wages and/or insurance benefits which are determined to be wrongfully denied to an employee.
6. The fees, expenses and filing fees of the Arbitrator shall be shared equally by the Board and the Association.
7. The Arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
8. The decision of the Arbitrator made pursuant to this Agreement shall be final, conclusive and binding upon all employees, the Board, and the Association.

9. The result of the Arbitrator's decision shall be implemented within fifteen (15) business days from the date of receipt of the Arbitrator's decision. Extension of this limit may be mutually agreed upon.
- E. In case of a policy grievance or a grievance involving employees of more than one immediate supervisor, step one may be waived upon written mutual agreement by the board and the Association.
- F. Expedited Arbitration
If the grievance is processed to arbitration, the parties may mutually agree to submit the grievance to expedited arbitration.

ARTICLE XXVII - SCOPE, WAIVER AND ALTERATION OF AGREEMENT

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

ARTICLE XXVIII - MISCELLANEOUS

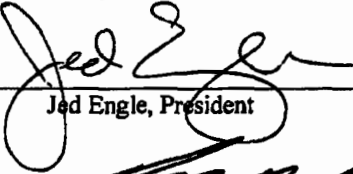
1. Head Start Early Childhood Programs – Grant Development
 - A. The Association President and MEA Adrian Office Uniserv Director shall be informed of the receipt of the Head Start Early Childhood Program continuation of funding letter(s) and shall be apprised of the process. Head Start Early Childhood representatives shall be included in the discussion and development of their respective grants prior to the submission deadlines. Any potential conflict shall be resolved by the Administration.
 - B. The Head Start Early Childhood Program Administration will provide the Association President and the MEA Adrian Office Uniserv Director with notification of dates, location and times of scheduled meetings to review the Head Start Early Childhood Program proposals as soon as possible upon receipt of continuation funding letter(s). The Association continues responsibility of disseminating the information to members.

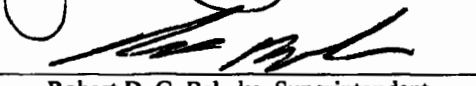
ARTICLE XXIX - DURATION OF AGREEMENT

1. This Agreement shall continue in full force and effect from July 1, 2015 through June 30, 2016.
2. Food Service
The Food Service program will negotiate wages and benefits on yearly basis. Negotiations for wages will commence after the audit for the preceding school year. A separate committee (no more than three (3) members that are working in catering) shall meet annually and negotiate the catering bonus (see Appendix E) and shall be ratified by those members receiving the bonus.
3. Head Start
 - A. The Head Start program will negotiate wages and benefits on yearly basis.
 - B. It is agreed the grant and negotiations process will be:
 1. The grant process will begin at least sixty (60) days before the grant proposal is due.


2. The parties will commence wage and benefits negotiations for Head Start Early Childhood Programs for the following year upon receipt of notification for funding.
 3. If a ratified agreement for wages is available, it will be used by the Director of Head Start to be included in the grant proposals for Head Start Early Childhood Programs. The parties acknowledge increases on schedule and step increases are based on funding that is designed for these increases (For example, COLA, program quality and program improvement). The parties agree the COLA amount is not necessarily the amount of increase on schedule and step increases. The parties agree they will negotiate with the funding amounts for increases, steps, and benefits.
 4. If the grant is not approved as submitted and Head Start Early Childhood Programs receive less than anticipated or actual costs that were projected in the grant are actually higher, adjustments to the proposed budget will be made. Notice will be given to the Association President/designee of any changes that would impact the employee's wages and/or benefits. Such changes will be negotiated with the Association.
 5. Ratified wages and benefits discussions may be discussed as part of the grant committee process, but are mandatory subjects of bargaining and subject to the collective bargaining process.
 6. If excess funding is available and/or the program(s) are fully enrolled, the Board and the Association will discuss possible improvements to classroom materials and equipment during the month of May.
4. **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.

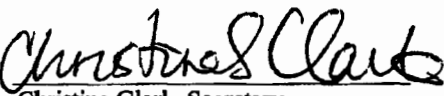
ADRIAN BOARD OF EDUCATION

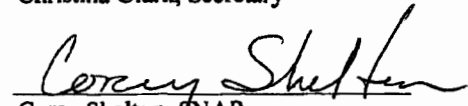
By: 
 Jed Engle, President

By: 
 Robert D. G. Behnke, Superintendent

ADRIAN EDUCATIONAL SUPPORT PERSONNEL, MEA/NEA

By: 
 Dianna Cooper, President

By: 
 Christina Clark, Secretary

By: 
 Corey Shelton, SNAP

Date 11/24/15

Date 11-24-15

K-12 Hourly Wage Schedule

July 1, 2015 – June 30, 2016 – No Steps

<u>Title</u>	<u>Step</u>	<u>Rate of Pay</u>
Paraprofessional – Special Education	Step 1 (1-4 years)	\$11.75
Paraprofessional – Media	Step 2 (5-8 years)	\$12.76
Paraprofessional – In School Suspension	Step 3 (9-12 years)	\$13.31
	Step 4 (13+ years)	\$13.35

Paraprofessional - In-School Suspension/Information Technology Support

Step 1 (1-4 years)	\$13.63
Step 2 (5-8 years)	\$14.64
Step 3 (9+ years)	\$15.65

Step Increases

Step increases occur annually on the anniversary date of hire, transfer or promotion except where to provide such increases would violate the provisions of section 15b of the Public Employment Relations Act.

Transfer/Promotion

This subsection shall apply only to Non-Certificated individuals. Any reference to "employee," "employees," or "members" in this Article is understood to apply only to Non-Certificated individuals. Employees who transfer or promote to another classification will retain no less than their same step status. Employees will suffer no loss of pay as a result of the transfer or promotion.

Food Service Hourly Wage Schedule

July 1, 2015 – June 30, 2016 – No Steps

Attendance Incentive: For those employees who maintain perfect attendance (no sick days used unless FMLA) for the 2015-16 school year, a \$100 stipend will be paid the last pay in June.

Title	Rate of Pay
Head Cook	
Probationary	\$ 11.46
After 1 Year	13.38
Assistant Cook and/or Baker	
Probationary	11.23
After 1 Year	12.79
Dishwasher	11.55
Server, Cashier and/or Prep	
Probationary	10.08
After 1 Year	10.63
High School Prep	11.18
Van Driver	11.55

Step Increases

Step increases occur annually on the anniversary date of hire, transfer or promotion except where to provide such increases would violate the provisions of section 15b of the Public Employment Relations Act.

Transfer/Promotion

This subsection shall apply only to Non-Certificated individuals. Any reference to "employee," "employees," or "members" in this Article is understood to apply only to Non-Certificated individuals. Employees who transfer or promote to another classification will retain no less than their same step status. Employees will suffer no loss of pay as a result of the transfer or promotion.

APPENDIX C

Head Start Early Childhood Program Wage Schedule for 2015-16 – No Steps

STEPS IN PROGRAM	NUT'N ASS'T	TCHR ASS'T	TCHR AA - NO HS	TCHR BA - NO HS	TCHR BA - HS	TCHR BAZA - NO HS	TCHR BAZA - HS
				TCHR AA - HS			
Step One	\$8.59	\$8.93	\$14.36	\$14.61	\$14.86	\$17.78	\$18.03
Step Two	\$8.85	\$9.20	\$14.79	\$15.05	\$15.31	\$18.32	\$18.57
Step Three	\$9.11	\$9.47	\$15.24	\$15.50	\$15.77	\$18.87	\$19.13
Step Four	\$9.39	\$9.76	\$15.69	\$15.97	\$16.24	\$19.43	\$19.71
Step Five	\$9.67	\$10.05	\$16.16	\$16.44	\$16.73	\$20.02	\$20.30
Step Six	\$9.96	\$10.35	\$16.65	\$16.94	\$17.23	\$20.62	\$20.91
Step Seven	\$10.26	\$10.66	\$17.15	\$17.45	\$17.74	\$21.23	\$21.53
Step Eight	\$10.57	\$10.98	\$17.66	\$17.97	\$18.28	\$21.87	\$22.18
Step Nine	\$10.88	\$11.31	\$18.19	\$18.51	\$18.83	\$22.53	\$22.84
Step Ten	\$11.21	\$11.65	\$18.74	\$19.06	\$19.39	\$23.20	\$23.53
Step Eleven	\$11.55	\$12.00	\$19.30	\$19.64	\$19.97	\$23.90	\$24.24
Step Twelve	\$11.89	\$12.36	\$19.88	\$20.23	\$20.57	\$24.62	\$24.96
Step Thirteen	\$12.25	\$12.73	\$20.48	\$20.83	\$21.19	\$25.35	\$25.71
Step Fourteen	\$12.62	\$13.11	\$21.09	\$21.46	\$21.82	\$26.12	\$26.48
Step Fifteen	\$12.99	\$13.51	\$21.72	\$22.10	\$22.48	\$26.90	\$27.28

***HS=HighScope Certification**

An Employee will be eligible for HighScope lane increases only if the employee is assigned to a classroom which requires HighScope certification.

Step Increases

Step Increases occur annually on July 1st except where to provide such increases would violate the provision of section 15b of the Public Employment Relations Act.

Transfer/Promotion

This subsection shall apply only to Non-Certificated individuals. Any reference to “employee”, “employees,” or “members” in this Article is understood to apply only to Non-Certificated individuals. Employees who transfer or promote to another classification will be placed on the step in the new classification which is equal to at least a Three (3%) percent increase in their hourly rate of pay.

Qualifications

Reference Article XIX – Work Hours – Section 6B 6a.

LETTER OF AGREEMENT

FOOD SERVICE PROGRAM

A. Job Titles

1. Director of Food Service

B. Job Descriptions and Work Year

1. Director of Food Service

Work Year - 12 months

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

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

C. Evaluation

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

D. Employees Relations Committee

This committee will consist of three (3) persons from each building level, i.e. H.S., M.S. and Elementary within the Food Service Department to serve on a voluntary basis. If there are no volunteers, the Food Service Steering Committee will appoint the three (3) persons. The committee may also consist of the Food Service Director and union representation, if requested by the food service employee. The committee shall meet at such times as necessary to complete its tasks. All committee persons will serve on the said committee for two (2)

years (July 1 through June 30), and in that capacity will help monitor problems that occur within the Food Service Department. Furthermore, it is understood that this committee's purpose is to provide assistance to the

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

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

E. Food Service Steering Committee (FSSC)

1. There shall be a Food Service Steering Committee (FSSC) whose purpose shall be to work with the Director of Food Service to develop rules and regulations which shall govern the operations of the Food Service program at Adrian public Schools. The committee shall have no authority to alter the collective bargaining agreement or in any way abrogate the Association's right and obligation under the Public Employment Relations Act. The FSSC will promote the team concept through site-based decision making.
2. Food Service Steering Committee membership shall be as follows:
 - a) Food Service Employees limited to no more than eight (8) consisting of:
 - Director of Food Service
 - The Head Cook from each base kitchen
 - At-large Representatives from Elem. M.S., H.S. (5)
 - b) Administration limited to no more than two (2)
 - c) MEA Uniserv Director
Food service department employees shall select the at-large Representatives, for a two (2) year term.
3. The Food Service Steering Committee
 - a) Elect a recording secretary.
 - b) Keep minutes of meetings, and send minute briefs to all employees.
 - c) Hold a minimum of monthly meetings.
 - d) Help with the development and maintenance of a long-range plan. The plan will be reviewed quarterly.
 - e) Make recommendations to the Director of Food Service and the Business Manager for issues relating to the annual budget.
 - f) Help arrange training and in-service programs for staff at the request of the Director of Food Service.
 - g) Evaluate the program in conjunction with the school administration.
 - h) Help analyze and recommend pricing structures to the Director of Food Service and the Business Manager.
 - i) Make recommendations on summer work hiring process.
4. An amount of Twenty (\$20) Dollars per FSSC, Employee Relations, and Marketing Committee member for each of the meetings attended will be paid, as verified by committee meeting minutes.

F. Menu Committee

When the committee meets, the committee will be responsible for discussing menus in accordance with Federal guidelines. Representatives will be paid their hourly wage for the duration of the meeting time.

Committee members shall consist of the Food Service Director or designee and two (2) head cooks.

The term of this agreement shall be for the period of July 1, 2015 through June 30, 2016 unless both parties agree, in writing, to expire this letter of agreement beyond the above date.

**LETTER OF AGREEMENT - FOOD SERVICE WAGE ADJUSTMENT
COMPENSATION**

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

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

If the employee or employees, who is/are asked to work an event is/are unavailable, then the opportunity will be afforded to another employee or employees, who meet the above qualifications. If Non-Certificated individuals refuse to work a catering event for whatever reason they may have, the Director of Food Service will either subcontract for the service or not accept the catering request.

The Catering Service Program (the Fund) will be set up as a separate fund and all revenues and expenses are part of the Fund itself. All catering labor will be kept separate and documented appropriately.

"Profit" shall be defined as the difference between the revenues received minus the expenditures incurred in the Fund during the fiscal year as recorded in accordance with the Michigan School Accounting Manual. The profit shall not be acknowledged until after audit.

The "profit to be distributed", if any, shall be distributed as follows:

A negotiated percentage amount of the catering net profit shall be distributed to the Food Service employees who participated in the catering activities and assigned in the base kitchen, in proportion to the number of normal hours assigned daily in the Catering Service program. The actual distribution shall be negotiated each year, by December 31, and will be subject to all related fringe benefits such as retirement, FICA, workers' compensation, disability, etc., for the distribution. In the case of a new hire, resignation, retirement, or termination, the distribution will be pro-rated.

The term of this agreement shall be for the period of July 1, 2015 - December 31, 2016, unless both parties agree, in writing, to expire this Letter of Agreement beyond the above date.

For the Board _____

Date: _____

For the Association _____

Date: _____

APPENDIX F

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

Grievance No. _____

Name of Immediate Supervisor: _____

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

Date of Cause of Grievance Occurred: _____

Date filed in writing (deadline of 10 business days): _____

Statement of Grievance: _____

Remedy Sought: _____

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

_____ Date: _____

STEP ONE

Date appealed to Supervisor/Manager/Director (deadline of 5 business days): _____

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

Date of Supervisor's/Manager's/Director's Written Response: _____
(deadline of 5 business days from date of Meeting)

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

Signature of Immediate Supervisor/Manager/Director

Date

STEP TWO

Date Appealed to Superintendent (deadline of 5 business days): _____

Date of AESPA Representative/Superintendent or Designee Meeting to discuss Grievance: _____

Date of Superintendent's Written Response: _____
(deadline of 5 business days from date of Meeting)

Superintendent's Written Response: _____

Superintendent's Signature _____ Date _____

STEP THREE

Date Appealed to Board of Education (deadline of 20 business days): _____

Date of Board Meeting to discuss Grievance: _____

Date of Board's Written Response (deadline of 20 business days): _____

Board of Education's Written Response: _____

Signature of Board of Education President _____ Date _____

STEP FOUR

Date of Association's Decision to Arbitrate: _____

Name of Arbitrator: _____

Date(s) of Arbitration Hearing: _____

Date of Arbitrator's Decision: _____

Summary of Arbitration Award: _____

Leave Time – Head Start Early Childhood Program

Effective July 1st, 2005

Annual

Annual				Accumulation and Maximum		
School Year		Full Year				
Workweek	Leave Hours	Workweek	Leave Hours	Workweek	Accumulation	Maximum Payout
40	104	40	144	40	800	400
39	101.4	39	140.4	39	780	390
38	98.8	38	136.8	38	760	380
37	96.2	37	133.2	37	740	370
36	93.6	36	129.6	36	720	360
35	91	35	126	35	700	350
34	88.4	34	122.4	34	680	340
33	85.8	33	118.8	33	660	330
32	83.2	32	115.2	32	640	320
31	80.6	31	111.6	31	620	310
30	78	30	108	30	600	300
29	75.4	29	104.4	29	580	290
28	72.8	28	100.8	28	560	280
27	70.2	27	97.2	27	540	270
26	67.6	26	93.6	26	520	260
25	65	25	90	25	500	250
24	62.4	24	86.4	24	480	240
23	59.8	23	82.8	23	460	230
22	57.2	22	79.2	22	440	220
21	54.6	21	75.6	21	420	210
20	32	20	52	20	100	100

Special Pay Deferral Plan

If allowed by the IRS Rules, 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.

LETTER OF AGREEMENT

This Letter of Agreement is entered into between the Adrian Educational Support Personnel Association, MEA/NEA (the Association) and the Adrian Public School District of the City of Adrian, Michigan (the Board).

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

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

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

4. The duration of the commitments made in this Letter of Agreement shall not be affected by the expiration of any current or successor collective bargaining agreement between the District and the Association. The durational commitments for participation in the employee benefit plans accessed through the Consortium shall supersede any conflicting or contrary terms of an existing or successor collective bargaining agreement between the District and the Association, to the extent of any such conflict or inconsistency.
5. The parties further voluntarily waive and relinquish their respective rights under the Public Employment Relations Act (PERA) for the period beginning July 1, 2013 and concluding on December 31, 2018 to negotiate any contrary durational commitment with regard to the procurement and maintenance of the specified insurance products and employee benefit plans through the Consortium. Further, the District and the Association agree that their designation of specified insurance products and employee benefit plans through the Consortium satisfies their mutual obligation to bargain over the benefits, policy specifications and coverage's of those insurance

products and employee benefit plans, and that neither party shall be obligated to bargain with respect to those matters for the duration of the commitment to maintain those insurance products and employee benefit plans, as indicated in this Letter of Agreement. However, these limitations shall not apply to the offering of alternative plan structures through the initially selected vendor, as is specified in paragraph 3 of this Letter of Agreement.

6. Nothing in this Letter of Agreement shall waive, qualify, or diminish in any way, the respective rights and obligations of the District and the Association to negotiate over allocation of premium responsibility between the District and enrolled Association bargaining unit members for the insurance products and employee benefits plans in which those individuals and their eligible dependents (if applicable) are enrolled. Further, nothing in this Letter of Agreement constitutes a limitation on the obligation of the District to comply with those provisions of state or federal law that may require a specified level of employee premium contribution for enrollment in any employee benefit plans.
7. Nothing in the terms of this Letter of Agreement is intended to confer eligibility upon any employee (or their eligible dependants, if applicable) to enroll in an employee benefit plan or program, it being recognized that those eligibility determinations are set forth in the collective bargaining agreement between the District and the Association and are not intended to be altered or modified by the terms of this Letter of Agreement.
8. Any disputes over the interpretation, application or implementation of the terms of this Letter of Agreement shall be resolved under the grievance procedure in the collective bargaining agreement then in effect between the District and the Association.
9. By entering into this Letter of Agreement, neither the District nor the Association amend, modify, waive, or qualify any other provisions, conditions, rights or duties specified in their current or any successor collective bargaining agreement between them, except as are otherwise specifically waived, modified or relinquished herein.
10. This Letter of Agreement shall become effective July 1, 2013 and shall expire on December 31, 2018, subject to the post-expiration obligations specified in paragraph 4 of this document.

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