

Collective Bargaining Agreement

Between

**Ypsilanti Community Education Association, MEA-NEA
“YCEA”**

**And the
Board of Education
Ypsilanti Community Schools**

September 8, 2014 – June 30, 2017



YPSILANTI
COMMUNITY SCHOOLS

1885 Packard Road
Ypsilanti, MI 48197

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ARTICLE 1 - RECOGNITION

- Section 1. The Ypsilanti Community Schools (“District”) hereby recognizes the Ypsilanti Community Education Association, MEA-NEA (“Association”) as the exclusive representative for the purpose of collective bargaining for all salaried certified teachers, psychologists, social workers, speech and language pathologists, teacher consultants, occupational and physical therapists, nurses, counselors, and safe supportive school building liaisons employed by the District; but excluding all substitute or temporary teachers, administrators, managers, directors, executives, supervisors, coordinators, computer/IT staff, community liaisons, behavior interventionists, business office staff, human resources staff, temporary employees, seasonal employees, substitutes, adult education staff, extra-curricular staff not otherwise included in the unit, staff in pilot programs who are not employees already in the bargaining unit due to their other regular assignments (not to exceed two years), paraprofessionals, associate teachers, security staff, library staff, all employees included in any other bargaining unit of the District, and all other employees of the District.
- Section 2. The term "employee" when used in this Agreement shall refer to the employees in the bargaining unit described in Section 1, above.
- Section 3. It is expressly understood that non-bargaining unit employees may perform bargaining unit work only in emergencies, in circumstances not resulting in the layoff of bargaining unit members, and otherwise as agreed to by the parties.

ARTICLE 2 - BOARD RIGHTS

- Section 1. Except as specifically stated to the contrary in this Agreement, nothing in this Agreement is to be construed as limiting the District’s or its Board of Education’s rights as provided by Michigan law. Therefore, the District retains all rights it had prior to the making of this Agreement except as specifically provided in this Agreement.
- Section 2. Among those rights the district retains, without limitation except as provided above, are the right: to manage District operations and to direct and assign the work force; to determine and change the methods and manner services are provided; to introduce new methods or improved methods of instruction, operations or equipment (including on-line/distance learning); to determine and change the size, composition and qualifications of the work force; to determine the curriculum and means for educating students, including determining class size; to determine qualifications; to determine and modify the size of the workforce, including the right to determine when vacancies exist and the means

for filling vacancies; to determine the extent to which and the manner and means its business will be operated or shut down in whole or in part; to determine whether and to what extent any work shall be performed by employees and how it shall be performed; to maintain order and efficiency in the school facilities and its programs including the right to select, hire, promote, schedule, demote, discipline, lay off, assign, transfer, train and terminate employees; to determine the hours and days of work, instruction and breaks; to determine rates of pay and types of employee benefits; to determine performance evaluation instruments and standards and to evaluate employees; to subcontract any part of its operations; to select and determine supervisory and non-supervisory staff; to bid/negotiate or not bid/negotiate, or to rebid, renegotiate or not rebid/renegotiate, contracts; to renew or not renew employment agreements, and to set their terms; to make and change work assignments, and to transfer or reassign employees; to determine and change starting times, quitting times, schedules and days of work; to establish and operate pilot programs; to determine and change methods and means by which operations are to be carried on; to establish, change and abolish its policies, work rules, regulations, practices and standards/codes of conduct and to adopt new policies, work rules, regulations, and practices; and to assign duties to employees in accordance with the needs and requirements of the District, as determined by the District and as required by law.

- Section 3. The District shall retain the sole right to suspend, discipline and discharge employees subject only to the express and specific terms of this Agreement and the Teachers' Tenure Act.

ARTICLE 3 - ASSOCIATION AND TEACHER RIGHTS

- Section 1. The provisions of this Agreement represent the wages, hours, and terms and conditions of employment negotiated between the Board and the Association pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended.
- Section 2. The Association shall have the right to use the school buildings and facilities at reasonable hours outside of the regular schools hours for meetings providing that arrangements are made sufficiently beforehand (normally at least five work days) with the building principal or appropriate administrator and such use does not interfere with the regular school or scheduled school activities. The Association agrees to promptly pay the District for any labor costs incurred by the District due to the Association's use of the facility, including the cost of any custodial or maintenance staff the District requires to be present during such use.

- Section 3. Bulletin board, e-mail, mailboxes, and other media of communication shall be made available for the Association's reasonable use for official Association business. Such use must conform to District policies and procedures, and shall not be used to disparage the District or its staff or programs or to interfere with District operations.
- Section 4. Representatives from the Association and District shall meet once a month during the school year to discuss issues that relate to the contract and working conditions, and collaborate on solutions for these issues unless canceled by mutual agreement.
- Section 5. The District recognizes the principle of progressive discipline. Progressive discipline shall mean a progression whereby the discipline may become more severe with each subsequent instance in which discipline is determined to be appropriate. The steps of progressive discipline may include (1) discussion of the problem or a verbal reprimand with written documentation, (2) written reprimand, (3) suspension, and (4) discharge. The level of discipline given in any instance shall be determined by the District, including immediate discharge.
- Section 6. Any formal disciplinary reprimand or other disciplinary action shall be issued in private.
- Section 7. Any disciplinary document or individualized counseling or corrective directive placed in a teacher's personnel file shall be shown to the teacher before it is placed in the file.
- Section 8. Employees shall wear clothing and otherwise present themselves in a manner that is professional and appropriate for their classroom and assignment. If the District determines that an employee's appearance is inappropriate, the employee shall be counseled. Further instances of such conduct may subject the employee to more formal action, including discipline.
- Section 9. The District shall provide reasonable assistance in preparation for and moving a classroom. If a teacher is involuntarily transferred and the move must be done outside of the regular workday, the teacher may seek preapproval to receive a \$200 stipend.

ARTICLE 4 - PROBATION AND OTHER JOB STATUS

- Section 1. All employees in positions and whose employment is covered by the Teachers' Tenure Act shall serve probationary periods as required by that Act, and to the

extent they are awarded tenure under that Act, their employment shall be administered in accordance with that Act. Accordingly, the termination, demotion, layoff and denial of tenure of these employees shall not be subject the Grievance Procedure in this Agreement or arbitration under their individual contracts.

Section 2. Employees whose positions are not covered by the Teachers' Tenure Act shall serve a probationary period of up to five years as determined appropriate by the District. Once said employees have successfully completed, in the sole discretion of the District, their probationary periods, said employees may only be terminated or demoted for reasons that are not arbitrary or capricious.

Section 3. In the event the arbitrary and capricious standard applicable to tenured employees under the Teachers' Tenure Act is modified by the Legislature, then the District agrees that it will meet with the Association for the purpose of negotiating over the standard(s) which shall be applied to employees under this Article.

ARTICLE 5 - WORK SCHEDULES

Section 1. The normal scheduled work week for employees shall not exceed 37.5 hours based on a maximum 7.5 hour day, 5 days a week, except for negotiated holidays and break periods. Each employee shall be allowed a daily, minimum 30-minute duty-free lunch. When classes are in session, employees are to report to work at least 15 minutes before the start of the school day for students at that building or facility. Employees also may be required to attend during, before or after the student school day: meetings; programs; after school or evening special events such as fun nights, curriculum nights, interest fairs, and other building/extra-curricular events; PTO and school board meetings; open houses; and parent-teacher conferences. Employees will not be required to attend more than three (3) events per semester (or two per session for staff assigned to the balanced calendar program) during times other than the normal workday, exclusive of parent-teacher conferences, curriculum nights, graduations and open houses. Staff will normally be given at least 3 days' notice of a need to attend such an event.

Section 2. Notwithstanding the above, employees may be required to attend staff meetings of up to 4 hours per month.

Section 3. The parties will negotiate a traditional and balanced calendar structure which shall be in place for the life of this Agreement unless changed through further bargaining at the request of either party. The actual calendars for each year shall

be consistent with the negotiated structure. Schedules for staff may vary by position/assignment.

Section 4. The District may reschedule days schools are closed for students and employees covered by this Agreement due to inclement weather, power outages, or other reasons not in the District's control if the amount of these days causes the District to go below the state minimum number of required instructional hours and/or student days. Said rescheduled days shall be worked without additional compensation.

Section 5. a. All full-time classroom teachers shall normally receive no less than 250 minutes of preparation and planning time per week with no less than an average of 50 minutes of this time to be for daily preparation and planning time. During each day, there shall be at least one block of individual planning time which shall be no less than 25 consecutive minutes. The District shall endeavor to keep individual planning times equal among the elementary schools.

b. If any classroom teacher does not receive his or her individual planning time due to providing coverage for another teacher, or if a non-classroom teacher employee is assigned to provide coverage for a classroom teacher, the employee shall be compensated at the rate of \$25 per class so covered. For coverage in grades 7-12, the employee shall receive the compensation starting with the third time during a school year the employee provides the coverage.

ARTICLE 6 - CLASS SIZE AND STUDENT PLACEMENT

Section 1. Subject to the provisions below, the District class sizes per regularly assigned class shall be subject to the following maximum numbers of students attending (i.e., physically present during the days preceding the count day) the class:

Kindergarten – 25 students per class

1st and 2nd grade – 30 students per class

3rd through 6th grades – 32 students per class

7th through 12th grades – 32 students average

Section 2. The count of students for the purposes of this provision shall be made by the District with respect to each semester. The number used shall be the average of students actually in attendance on each school day for the semester. Records used

will be the official attendance records taken and properly submitted by the teachers.

- Section 3. An elementary teacher who is a split-level classroom teacher shall receive a stipend of \$250 per applicable semester. The District shall endeavor to keep the maximum number of students to two (2) less than whichever grade level has the lowest class size limit.
- Section 4. The above class size limits do apply to the unified arts (physical education, art, music, technology, etc.) at all levels, or co-teaching arrangements.
- Section 5. The above class size limits do not apply to the performing arts (band, choir, orchestra, etc.) or special education classes. If any performing arts class exceeds 60 students, there shall be an additional teacher assigned to the classroom.
- Section 6. The District shall endeavor to have equal or close to equal numbers in the same grade level classrooms at the elementary level within each elementary building. If a regular elementary classroom exceeds the applicable class size limit, the classroom teacher shall receive \$500 per extra student per semester.
- Section 7. If a 7th through 12th grade teacher has a class size that exceeds the applicable class size limit, the teacher shall receive \$100 per semester for each student over the class size limit.
- Section 8. When the number of students on Teacher Consultant or Resource Room caseloads in an elementary class is seven or more, co-teaching may be considered to provide additional support. Any co-teaching arrangement must be voluntary and shall be subject to the ongoing approval by the District.
- Section 9. Within each building, during the initial scheduling and on an ongoing basis, the District shall endeavor to reasonably balance students who are on IEPs or 504 plans, who are in the same grade level or in a specific class, among all sections of that grade or class. This does not apply to situations involving co-teaching or other alternate teaching settings.
- Section 10. The District shall inform teachers about placement of students who have an IEP or who have qualified for Section 504 accommodations prior to receipt of the students. The purpose is to provide information to the receiving teacher(s) and get information regarding the conditions of the classroom(s) where the placement is contemplated pertaining to the appropriateness of the placement.

ARTICLE 7 - PAID LEAVES

Section 1. Paid leaves are absences from scheduled workdays during which eligible employees are paid. A statement of paid time off can be found on each employee's pay check stub. Said days shall have no cash value upon termination for any reason.

Section 2. Paid Time Off

- a. Full-time employees shall earn the equivalent of 12 days of paid time off ("PTO") per academic year. For District record-keeping purposes, each day of PTO shall be 7.5 hours. Part-time employees shall receive PTO on a prorated basis based on the percentage of their regular assignment of a full-time assignment. When employment begins after the beginning of an academic year, PTO accrual shall be prorated for that academic year. Employees in their first year of employment with the District shall be credited with half of their PTO at the beginning of each semester. In subsequent years, employees shall be credited with all of their PTO at the beginning of the school year. In the event of separation for any reason during a regular academic year, however, any prorated portion of such accrual used but not earned shall be due to the District as an overpayment, and shall be deducted from the employee's last pay, if possible.
- b. PTO may be used for any reason other than for the purpose of extended vacation or travel (e.g., week long vacations, pre-planned leisure travel, etc.) unless otherwise approved by the Superintendent. Except in cases of illness or the when the PTO is used to care for someone else who is ill, the employee shall provide the District with at least 3 days prior written notice of the PTO to be used. In other circumstances, the employee shall provide the District with at least two hours prior notice, if possible. Notwithstanding the above, PTO may not be used the day before or after a holiday unless approved by the Superintendent or his/her designee. PTO must be used in half-day (i.e., 3.75 hour) increments.
- c. The proper procedures for securing substitute coverage must be followed by any employee using PTO.
- d. The maximum PTO accrual shall be 60 days. If an employee has at least 30 days in his or her PTO bank, then he or she may cash-in up to 6 days a year at the substitute rate. Employees will be allowed to do so once per year as determined by the District. Days used in excess of 12 in one school year may only be used for sick leave. A doctor's note may be required if an employee

uses more than 12 PTO days in a school year or has a pattern of absences suggesting an abuse of the PTO program (e.g., frequent use for sick leave purposes or frequent extensions of weekends).

Section 3. Paid Bereavement Leave Days

- a. Full-time and regular part-time employees shall be granted bereavement leave necessary for attending the funeral and dealing with the deceased's affairs when a death occurs in the employee's immediate and extended family as described below. Bereavement leave shall not be deducted from an employee's PTO.
- b. Up to 5 days shall be granted if needed for this purpose with respect to a member of the employee's immediate family. "Immediate family" is defined as parent, child, spouse, and domestic partner.
- c. Up to 3 days of bereavement shall be granted if needed for attending the funeral and dealing with the deceased's affairs when a death occurs in the employee's extended family shall be granted. "Extended family" shall be defined as grandparent, sibling, step sibling, brother/sister-in-law, mother/father-in-law, and step parent.
- d. Bereavement leave may be extended beyond the above allotments with the approval of the Superintendent or designee. Any additional days that are approved must be taken as leave without pay if the employee has no PTO available, or taken as PTO if it is available.

Section 4. Jury Duty

- a. Full-time and regular part-time employees called to serve on a jury at a court of record will be granted paid leave from their regularly scheduled workdays for this purpose upon notification and presentation of proper documentation. The employee shall keep his/her supervisor informed as to the dates of jury duty, and the supervisor will in turn inform the Human Resources Office so that proper accountability is provided.
- b. Any per diem compensation received for jury service by the employee on paid jury duty leave will be turned over to the District or, at the District's discretion, setoff against the employee's pay.

- c. The employee must keep his/her supervisor informed as to the dates of jury duty, and the supervisor will in turn inform the Human Resources Office so that proper accountability is provided.

Section 5. Military Duty

- a. Full-time and regular part-time employees who must serve two weeks per year with the National Guard or Army Reserve will be granted leave from work with pay for this purpose.
- b. Any per diem compensation received by the employee will be turned over to the District or, at the District's discretion, setoff against the employee's pay.

ARTICLE 8 - UNPAID LEAVES OF ABSENCE

Section 1. General Unpaid Leave Policy

All employees may be granted unpaid leaves. Whenever possible, requests for unpaid leave must be made in advance, in writing, to the Human Resources Office and include a statement of the reason for the request. The granting of such requests for unpaid leave is at the District's discretion, and such factors as the employee's record and the impact such a leave will have on operations, will be considered.

- a. Unpaid leaves will normally be for a fixed duration of no more than 30 calendar days, with exceptions due to recovery from illness or disability or other extenuating circumstances considered. Leaves may be extended if requested before their expirations when possible, but for no longer than for a total of 90 calendar days, and not in addition to FMLA leave. The employee will normally be returned to his or her former position upon the conclusion of the leave, if it is available, or a substantially similar position. Failure to return to work as scheduled by the expiration of the leave will be deemed to be voluntary termination of employment.
- b. Subject to the terms, conditions, and limitations of applicable health plans, District sponsored health insurance benefits will continue for the duration of the leave. Employees on unpaid leave, greater than 14 calendar days, are responsible for a prorated monthly premium, based on the amount of unpaid leave, toward health insurance and must forward that contribution to the District on a monthly basis. Sick benefits, as may be applicable, will not

continue to accrue during an unpaid leave of absence. Earning resumes upon return to active status.

- c. Employees may not engage in any other employment during any leave of absence unless approved by the District in advance. Violation of this requirement may result in termination.
- d. If an employee fails to report to work promptly at the end of the approved leave, the employee may be subject to corrective action up to and including termination of employment.

Section 2. Family and Medical Leaves of Absence

The District provides employees who are eligible for leaves under the federal Family and Medical Leave Act in accordance with the requirements of the FMLA. The U.S. Department of Labor's general description of those rights is provided in Appendix A of this Agreement. For more details regarding the rights and obligations with respect to FMLA leaves as in effect from time-to-time, including special provisions with respect to instructional staff, may be found in the District's Employee Policy Manual. These summaries are provided to provide guidance to employees as to their statutory rights and the procedures they need to follow to exercise their rights. These summaries are not to be construed as providing employees' rights greater or less than what is required by the FMLA.

Section 3. Educational/Sabbatical Leave

- a. The District provides educational leaves of absence without pay or benefits to full time faculty and administrative employees who wish to take time off from work duties to pursue course work that is applicable to their job duties with the District. Eligible employees may apply for such leaves by submitting an application to the Human Resources Office.
- b. The leave may be granted at the District's discretion. When an educational leave ends, a reasonable effort will be made to return the employee to the same position or to a similar available position for which the employee is qualified.

Section 4. Other Unpaid Leaves

A leave of absence without pay and fringe benefits for up to one year may be granted at the District's discretion upon written application for (a) pursuing studies, travel, research, or a special teaching assignment resulting in potential

advantage to the school system; (b) campaigning or serving in elected public office; (c) personal illness; (d) providing care for another person; (e) serving as President of the NEA, MEA, or WCEA; or (g) any other reason under the following conditions:

- a. Application for such leave must be filed in writing with the Superintendent or designee at least 3 months in advance whenever possible. The Superintendent or designee may request information documenting the purpose of the leave.
- b. If the leave is approved, the applicant shall be given written notice by the District stating that failure to notify the Superintendent or designee by 60 days prior to the expiration of the leave of intent to return or requesting an extension of the leave constitutes an irrevocable voluntary resignation.
- c. No salary schedule increments nor service credits shall be accrued while on leave without pay of more than one month.
- d. Upon return from the leave, the applicant shall be placed in his/her former position, if available. If the position is not available, the applicant shall be placed in a substantially similar position, if available and if the employee is qualified for the position. All benefits earned previous to the leave shall be restored.

Section 5. Fitness for Duty

- a. Nothing in this Agreement limits the District's right to require an employee to undergo a fitness for duty exam or other medical exam (including drug or alcohol testing). Medical exams required by the District, other than with respect to exams required to determine if an employee is able to return from a leave of absence, shall be at the District's expense by a physician or clinic designated or approved by the District.
- b. Nothing in this Agreement limits the District's right to place an employee on a paid or an unpaid leave of absence.

ARTICLE 9 - GRIEVANCE PROCEDURE

Section 1. Purpose and Definitions

- a. For purposes of this Agreement, a grievance shall mean a claimed violation, misinterpretation or misapplication of any provision of this Agreement or the challenge of any disciplinary action taken against an employee who has

successfully completed his or her probationary period. This procedure is the sole recourse employees shall have over such matters.

- b. The term "work days" as used in this procedure shall not include Saturday, Sunday and holidays (as observed by the District). Vacations during the District's traditional academic year (i.e., not the break between traditional academic years) are considered "holidays" for purposes of this provision.

Section 2. Time Limits

- a. The number of days provided for in the presentation and processing of grievances in each step of the grievance procedure shall establish the maximum time allowed for the presentation and processing of a grievance. The time limits specified, however, may be extended by written mutual agreement between the District and the Association.
- b. The failure of a grieving employee to proceed to the next step of the grievance procedure within the time limits specified shall be deemed an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the grievance. The failure of the District to answer a grievance within the time limits specified shall permit the grieving employee to proceed to the next step of the grievance procedure.
- c. No grievance may be filed or processed based upon facts or events which have occurred more than 15 work days before the grievance is reduced to writing.

Section 3. Procedure

All grievances shall be presented and processed in accordance with the following procedure:

- a. Step One -- Any employee having a complaint, or an employee designated by a group of employees having a complaint, may discuss the complaint with the employee's supervisor.
- b. Step Two -- If the grievance is not resolved at Step One, the grievance shall be reduced to writing and presented to the employee's supervisor within 10 work days from the date the event giving rise to the grievance occurs. The written grievance shall be signed by the grieving employee and shall set forth the nature of the grievance, the contract provision(s) alleged to have been violated, and the adjustment sought if known. The employee and the supervisor (or designee) shall meet to discuss the grievance. The supervisor

shall give a written decision to the employee within 15 work days after receipt of the grievance.

- c. Step Three -- If the grievance is not resolved at Step Two, the grieving employee must refer the grievance, in writing, to Human Resources within 15 work days after the completion of Step Two. A Human Resources designee may meet with the grievant to discuss the grievance. The Human Resources Specialist shall give a written decision grievant within 15 work days after receipt grievance.
- d. Step Four -- If the grievance is not resolved at Step Two, the grieving employee must refer the grievance to the Superintendent within 15 work days after the completion of Step Three. The Superintendent (or designee) may meet with the grievant to discuss the grievance. The Superintendent shall give a written decision to the grievant within 15 work days after receipt grievance. The Superintendent's decision shall be final and binding unless the matter is subject to and appealed to Step Five (arbitration), below, in a timely manner.
- e. Step Five -- Except as limited below or otherwise provided in this Agreement, any grievance arising during the term of this Agreement, only, which is not resolved at Step Four may be submitted to arbitration by the Association submitting a written request therefor to the District's Superintendent within 15 work days after the completion of Step Four.
 - (i) Only the Association (i.e., no individual grievant) may move a grievance to Step Five.
 - (ii) No grievance regarding the discipline or termination of a probationary employee or any other matters specified in this Agreement as not being grievable shall be within the arbitrator's jurisdiction.
 - (iii) Following the written request for submission to arbitration, representatives of the District and the Association shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within 20 work days after the date of the receipt of the request for arbitration, the arbitrator shall be selected by alternating the option to strike names from a list of nine neutral arbitrators provided by the office of the American Arbitration Association responsible for administering labor arbitrations for southeast Michigan.
 - (iv) The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. At the time of

the arbitration hearing, either party shall have the right to examine and cross-examine witnesses.

- (v) Neither party may assert a contractual claim or basis in support of its position which was not presented during an earlier step of the Grievance Procedure.
- (vi) The arbitrator's fee and expenses shall be borne equally by the parties to the proceeding. Each party shall be responsible for expense and compensation of its own witnesses or required participants. However, witnesses who are employed by the District shall be released from their duties to the extent necessary to participate as a witness or an aggrieved party to an arbitration proceeding at no expense to the Association. The Association agrees to keep the release time for witnesses to a minimum. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
- (vii) The arbitrator shall have no power to: (a) add to, subtract from, alter, or in any way modify the terms of this Agreement; (b) establish or modify any wage rate or benefit; (c) issue any order regarding how or where students may be placed; or (d) construe this Agreement to limit the Board's discretion and rights except only as that discretion and those rights may be specifically limited by the express terms of this Agreement.
- (viii) The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator, subject to the limitations set forth in this Agreement, shall be final and binding on the Association, its members, the employee or employees involved and on the District. Any award of back compensation shall not predate the date of the grievance by more than 10 days except to the extent the ability to file a grievance earlier was solely caused by the District. Any award of back compensation shall be offset by all earned income received during the applicable period (including all disability, unemployment and other pay received), as well as being fully adjusted by any failure on the individual's part to attempt to mitigate his/her damages. Interest, punitive damages and attorney fees shall not be awardable by the arbitrator.

Section 4. The Association shall have the right to initiate a group grievance on grievances involving more than one employee at Step 3 of the grievance procedure within 15 days of the event giving rise to the grievance.

Section 5. It is understood that each employee is subject to an individual agreement to arbitrate disputes the employee may have with the District. The right to arbitrate per those

individual agreements is subordinate to the right to arbitrate disputes under this Agreement. Therefore, any dispute which may be grieved under this Agreement must be processed through this Grievance Procedure and only this Grievance Procedure, and shall not be subject to any other grievance procedure or arbitration agreement.

ARTICLE 10 - SALARY AND BENEFITS

Section 1. Salaries

a. 2014-2015

1. All full-time employees employed by the District prior to February 28, 2014 shall, for the 2014-15 school year only, receive in addition to their 2014-15 base salary additional \$200 for the 2014-15 school year, only (i.e., not rolled-into base salaries). Employees shall not receive level advancement for this school year.
2. All full-time employees whose employment commences with the District after June 30, 2014 shall receive a base salary of \$36,000 or \$38,000 or \$40,000 for the 2014-2015 school year, as determined appropriate by the District based on its evaluation of the employee's prior experience and the market for the applicable position.

b. 2015-2016

Salaries, including level advancements, for the 2015-2016 shall be subject to reopener negotiations. After March 1, 2015, either party may request for the commencement of those negotiations.

c. 2016-2017

Salaries, including level advancements, for the 2016-2017 shall be subject to reopener negotiations. After March 1, 2016, either party may request for the commencement of those negotiations.

Section 2. Health, Dental, Vision, Life and ADD, and LTD Insurance

- a. The health, dental, vision, life and LTD insurance made available to employees during the term of this Agreement shall be the same as that made generally available to other employees of the District, and on the same terms.

- b. Unless otherwise agreed to by the parties, the level of coverage under those plans shall be comparable to those in effect upon the effective date of this Agreement.
- c. The benefits available as of the effective date of this Agreement are summarized in Appendix C of this Agreement.

Section 3. Extra Duty Compensation

When an employee is assigned to perform an extra duty listed in Appendix B, the employee shall be paid for performing those duties at the rate provided therein. Extra duty assignments and renewals thereof are made in the District's discretion.

Section 4. WIMA Stipend

Full-time teachers assigned to teach full-time in the Washtenaw International Middle Academy shall receive a stipend of \$1,300 for the full year assignment.

ARTICLE 11 - CALENDAR STRUCTURES

Section 1. The basic calendar structure for programs or buildings designated by the District as being subject to the traditional academic calendar entails up to 187 work days with at least 180 student days, established consistently with the following, and published by the June 15th prior to each year after the 2014-15 school year:

- a. First day for Employees – No earlier than the Wednesday prior to Labor Day
- b. Labor Day Weekend Holiday – Labor Day and Friday prior to Labor Day
- c. First day of School for Students– Day after Labor Day
- d. Thanksgiving Break – Thanksgiving Day, and day immediately before and after
- e. Winter Break – Based on County Calendar
- f. Martin Luther King Day Holiday – School Closed
- g. Presidents' Day Holiday – School Closed Presidents' Day and Tuesday after
- h. Good Friday – School Closed

- i. Spring Break – Based on the County Calendar
- j. Memorial Day – School Closed
- k. Teacher School Year Work/Inservice Days (no students) – one day each normally to be set by the District for October, November, January, March and May of each school year
- l. There shall be two days for parent/teacher conferences, which will entail half days of school for students, with conferences held in the afternoons and evenings of those days, with one normally to be set by the District for November of each school year, and the other normally to be set for March of each school year
- m. There shall be no classes held in July or August

Section 2. The basic calendar structure for programs or buildings designated by the District as being subject to the balanced calendar entail up to 187 work days with at least 180 student days, established consistently with the following, and published by the June 15th prior to each year after the 2014-15 school year:

- a. First days for Employees (no students)– 17 weekdays before Labor Day
- b. First day of School for Students– 15 weekdays before Labor Day
- c. Labor Day Weekend Holiday – Labor Day and Friday prior to Labor Day
- d. Thanksgiving Break – Thanksgiving Day and day immediately before and after
- e. Winter Break – County Calendar
- f. Martin Luther King Day Holiday – School Closed
- g. Spring Break – County Calendar
- h. Memorial Day – School Closed
- i. School Year Work/Inservice Days (no students) – one day each normally to be set by the District for October, November, January, March and May of each school year
- j. There shall be two days for parent/teacher conferences, which will entail half days of school for students, with conferences held in the afternoons and evenings of those days, with one normally to be set by the District for November of each

school year, and the other normally to be set for March or April of each school year

- k. There shall be no classes held in July.
- l. Three intersessions of 10 weekdays, and one intersession of at least 4 weekdays will be scheduled by the District after first consulting with the Association.

Section 3. The basic calendar structure for the Washtenaw International Middle Academy entails up to 193 work days with at least 186 student days, established consistently with the following, and published by the June 15th prior to each year after the 2014-15 school year:

- a. First day for Employees – The Thursday immediately preceding the first student day
- b. First day of school for students – The Monday of the third full week of August
- c. Labor Day Weekend Holiday – Labor Day and Friday prior to Labor Day
- d. Thanksgiving Break – Thanksgiving Day, and day immediately before and after
- e. Winter Break – Based on County Calendar
- f. Martin Luther King Day Holiday – School Closed
- g. Mid-Winter Break of one week (inclusive of Good Friday, if applicable)
- h. Good Friday – School Closed
- i. Spring Break – Based on the County Calendar
- j. Memorial Day – School Closed
- k. Teacher School Year Work/Inservice Days (NS = no students; HD = half day for students) – one day each normally to be set by the District for October (NS), November (NS), January (HD), March (HD) and May (HD) of each school year
- l. There shall be two days for parent/teacher conferences in October of each year, with one being a half day for students with afternoon and evening conferences, and the other being held only in the evening
- m. There shall be no classes held in July.

- Section 4. Parent/teacher conference and work/in-service days shall only be set after prior consultation with the Association.
- Section 5. The calendars for the 2014-15 school year is attached to this Agreement as Appendix D.

ARTICLE 12 - STRIKES AND LOCKOUTS

- Section 1. So long as this Agreement is in effect, and for so long as strikes by employees covered by this agreement are not permitted under Michigan law, the Association will not cause, nor sanction its members to cause, nor encourage any member of the Association take part in any strike against the District, including a sympathy strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with District's operations for any reason whatsoever. Nor will the Association authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the District, the Association shall take the necessary steps to avert or bring such activity to a prompt termination.
- Section 2. Any employee who violates the proscriptions of this provision will be treated in accordance with applicable State laws.
- Section 3. During the life of this Agreement, the District shall not lockout any employees covered hereunder.

ARTICLE 13 – PARTIAL INVALIDITY, WAIVER, ENTIRE AGREEMENT AND AMENDMENTS

- Section 1. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matters referred to or covered in this Agreement, even though such subjects or

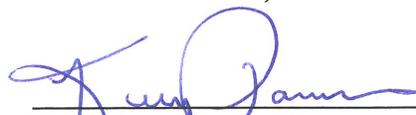
matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- Section 2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be determined to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. Upon such a determination, either party may seek to bargain with regard to the effect thereof by submitting written notice of an intent to bargain.
- Section 3. This Agreement constitutes the full and complete agreement between the District and the Association, it being understood that nothing shall be implied as being binding on the parties hereto except to the extent expressly set forth in this Agreement.
- Section 4. This Agreement can only be modified by the express, written and signed agreement of the parties.

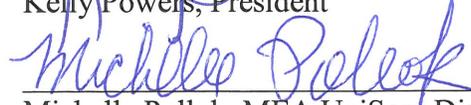
ARTICLE 14 - TERMINATION

- Section 1. This Agreement shall remain in full force and effect upon ratification by both parties through June 30, 2017.
- Section 2. This Agreement shall take effect upon its execution by both parties, and it supersedes any and all prior agreements or understandings between the parties.

**YPSILANTI COMMUNITY EDUCATION
ASSOCIATION, MEA-NEA**



Kelly Powers, President



Michelle Pollok, MEA UniServ Director

Date: 1/15/15

YPSILANTI COMMUNITY SCHOOLS



Laura M. Lisiscki, Superintendent

Date: 01/15/2015

Appendix A

FMLA

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 · Revised February 2013

Appendix B

Extra Duty Stipends

APPENDIX B – EXTRA DUTY STIPENDS

Adams	<u>Stipend*</u>
Lead Teacher	\$1,440
Safety Patrol	\$ 720
Student Council	\$ 720
Erickson	
Lead Teacher	\$1,440
Safety Patrol	\$ 720
Student Council	\$ 720
Estabrook	
Lead Teacher	\$1,440
Safety Patrol	\$ 720
Student Council	\$ 720
Ford	
Lead Teacher	\$1,440
Student Council	\$ 360
Holmes	
Lead Teacher	\$1,440
Safety Patrol	\$ 720
Student Council	\$ 720
Perry	
Lead Teacher	\$1,440
Student Council	\$ 360
Middle School	
Band Director (Evening/Parades)	\$1,080
Math Club/Academic Games	\$ 360
Special Olympics	\$ 360
Student Council	\$ 720
Yearbook	\$1,080
High School	
Band Camp Director	\$ 720
Band Director (Evenings/Parades)	\$1,080
Class Sponsor - Seniors	\$2,160
Concert Choir Camp	\$ 720
Marching Band	\$1,080
Musical-Choreographer	\$ 720
Musical-Director (vocal)	\$ 720

Musical-Director/stage manager	\$1,080
National Honor Society-NT	\$ 720
National Honor Society-YCHS	\$ 720
Science Club/Field Trips	\$ 360
Student Senate sponsor	\$1,080
Student Senior Projects	\$1,080
Yearbook	\$2,880

*Amounts are per position, which can be shared by multiple employees.

The forms on the next few pages are the ones that were available when the contract was signed. A new set with the name "Ypsilanti Community Schools" is now available.

Appendix C

Employee Insurance

MESSA ABC Plan 1

Medical Plan Highlights



All services must be **medically necessary**, performed by a qualified provider, and covered under the plan.

Deductibles	In-Network		Out-of-Network	
	Single Coverage	2-Person & Family	Single Coverage	2-Person & Family
Deductible Maximum (<i>per calendar year</i>) Applies to all services and prescription drug purchases except preventive care and certain preventive prescriptions. When two or more lives are covered under this plan, the entire family deductible must be met before claims are paid for any individual. This is mandated by federal law for an HSA-qualified plan.	\$1,250	\$2,500	\$2,500	\$5,000
Out-of-pocket Cap (<i>per calendar year</i>) Deductibles, charges above approved amount, and charges for services not covered under the plan do not count toward the out-of-pocket cap.	\$1,000	\$2,000	\$2,000	\$4,000
Lifetime Benefit Maximum	Unlimited		Unlimited	

Type of Service	In-Network Provider (after deductible)	Out-of-Network Provider (after deductible)
Office Visits	100%	80% of approved amount
Free Preventive Prescriptions MESSA ABC covers an extensive list of FREE preventive prescriptions that have no deductible and no copayment including cholesterol and blood pressure medications, weight loss medications, prenatal vitamins, contraceptives and many more.	100% coverage No deductible, No copayment	Not covered
Other Prescription Drug Coverage (See reverse for details) Under federal law governing HSA-qualified plans, prescription drugs are subject to the deductible (other than MESSA's free preventive prescriptions). After deductible is met, MESSA ABC Rx coverage and copayments apply.	After deductible, MESSA ABC Rx copayments apply up to out-of-pocket maximum	75% of approved amount
Inpatient Hospital ■ Semi-private room and board (<i>includes supplies and services</i>) ■ Physician Charges	100%	80% of approved amount
Surgical Services <i>Includes: surgeon, assistant surgeon and anesthesiologist</i>	100%	80% of approved amount
Emergency Care ■ Emergency Room Facility and Physician charges ■ Urgent Care	100%	80% of approved amount
Preventive Care - www.uspreventiveservicestaskforce.org Services such as annual exams, screenings, childhood and adult immunizations and preventive drugs including contraceptives <i>Immunizations provided by a Public Health Department or at a MESSA-sponsored event are considered in-network</i>	100% coverage Not subject to deductible	Not Covered (<i>except for mammograms which are covered at 80% of the approved amount after the deductible</i>)
Chiropractic Services including Modalities Up to 38 visits (<i>combination of in-network and out-of-network visits</i>) per calendar year. Some providers may charge more than the	100% of approved amount	80% of approved amount

Type of Service	In-Network Provider (after deductible)	Out-of-Network Provider (after deductible)
Diagnostic Lab & X-Ray, Radiation, and Chemotherapy	100%	80% of approved amount
Allergy Testing & Therapy	100%	80% of approved amount
Additional Covered Services		
<ul style="list-style-type: none"> ■ Medical Supplies and Equipment ■ Ambulance ■ Hearing Care (<i>plan limits apply</i>) ■ Skilled Nursing Facility (<i>120 day annual limit applies</i>) ■ Hospice (<i>limits apply</i>) ■ Home Health Care 	100%	Same as in-network
Human Organ Transplant	100% when authorized and performed at a BCBSM-approved facility (<i>plan limits apply</i>)	Not covered
Mental Health and Substance Abuse <i>Inpatient and Outpatient Care</i>		
<ul style="list-style-type: none"> ■ Mental health care ■ Substance abuse treatment 	100%	80% of approved amount
Outpatient Physical, Occupational, and Speech Therapy Up to a combined benefit maximum of 60 visits per member per calendar year, whether obtained from an in-network or out-of-network provider	100%	80% of approved amount

Free Preventive Prescription Drugs - A MESSA Value Added Benefit

Before members pay anything toward their deductible, MESSA provides 100% coverage for an extensive list of prescription drugs including cholesterol and blood pressure medications, prenatal vitamins, contraceptives, weight loss medications and many more. No deductible. Zero copayment. Members pay **nothing** for these preventive prescriptions.

Prescription Drug Coverage

Group prescription drug coverage is included with this plan. **After applicable deductible is met**, there is a \$2 copayment for generic maintenance medications for specific chronic conditions and diseases. There is a \$10 copayment for all other generics. There is also a \$10 copayment for listed Over-the-Counter (OTC) medications used to treat heartburn and seasonal allergies. There is a \$20 copayment (reduced from \$40) for specific brand name maintenance drugs used to treat diabetes and asthma. There is a \$40 copayment for brand name drugs when no generic product exists. Please refer to your Plan Coverage Booklet for full details, limits and exclusions.

Medical Case Management (MCM)

MESSA offers Medical Case Management (MCM), a unique program tailored to meet the medical needs of our members who may need extraordinary care if diagnosed with a catastrophic illness or injury. It is designed to help MESSA members and their families through these difficult times by providing flexibility, support and direct involvement in the management of their health care.

MESSA Help Lines - NurseLine and Healthy Expectations

Plan participants have access to a 24/7 NurseLine for general medical information. To access NurseLine, call 800.414.2014 to speak to a specially trained Registered Nurse who can answer your medical questions and provide health-related information. MESSA's prenatal information and support program for expectant mothers is Healthy Expectations. Please call the MESSA Member Service Center at 800.336.0013 for information or to enroll. These services are not intended to replace regular medical care by a doctor or other qualified medical professional.

Covered Services and Approved Amounts

In-Network providers bill BCBSM directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan deductible and coinsurance requirements.

Out-of-Network providers may or may not bill BCBSM directly. The member is responsible to the provider for deductibles, and **amounts that are in excess of the approved amount** for the service. **These amounts may be substantial.**

Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.

Additional Benefits for You

Life Insurance	\$5,000
Cidental Death & Dismemberment Insurance (AD&D)	\$5,000

Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment terminates, whichever happens last.

and AD&D insurance underwritten by Life Insurance Company of North America.

MESSA Choices/Choices II Medical Plan Highlights



Good health. Good business. Great schools.

1475 Kendale Blvd. PO Box 2560
East Lansing, Michigan 48826-2560
517.332.2581 • 800.292.4910

Ypsilanti Public School District

MESSA Choices/Choices II \$500/\$1,000 In-Network \$1,000/\$2,000 Out-of-Network Deductible \$20 Office Visit MESSA Saver Rx (6Z)

Health Care Benefits for You and Your Covered Dependents

All services must be **medically necessary** and performed by a qualified provider.

	In-Network	Out-of-Network
<ul style="list-style-type: none"> ■ Deductible Maximum (<i>per calendar year</i>) Applies to all services except preventive care and prescription drugs 	\$500 / \$1,000	\$1,000 / \$2,000
<ul style="list-style-type: none"> ■ Out-of-pocket Maximum (<i>per calendar year</i>) Excludes deductibles, flat-dollar co-payments, charges above the approved amount, charges for services not covered under the plan 	None - due to minimal copayments and 100% coverage for most services	\$2,000 individual / \$4,000 Family
<ul style="list-style-type: none"> ■ Lifetime Benefit Maximum 	Unlimited	Unlimited
Type of Service	In-Network Provider (after deductible)	Out-of-Network Provider (after deductible)
Office Visits	\$20 co-payment	80% of the approved amount
Prescription Drug Coverage (mail order available)	MESSA Saver Rx	75%, minus the co-payment
Inpatient Hospital		
<ul style="list-style-type: none"> ■ Semi-private room and board (<i>includes supplies and services</i>) ■ Physician charges 	100%	80% of the approved amount
Surgical Services		
<i>Includes: surgeon, assistant surgeon and anesthesiologist charges</i>	100%	80% of the approved amount
Hospital Emergency Room (ER)		
<i>Co-payment waived if admitted or due to accidental injury</i>	\$50 co-payment	\$50 co-payment
<ul style="list-style-type: none"> ■ Hospital Charges ■ ER Physician Charges 	100%	80% of the approved amount
Urgent Care		
<i>Co-payment waived if services are required to treat a medical emergency or accidental injury</i>	\$25 co-payment	80% of the approved amount
Preventive Care		
<ul style="list-style-type: none"> ■ <u>Preventive Care</u> - List of covered screenings as recommended by the U.S. Preventive Services Task Force ■ <u>Pediatric Preventive Care</u> ■ <u>Childhood Immunizations</u> - age 0 - 6* ■ <u>Childhood Immunizations</u> - age 7 - 18* ■ <u>Adult Immunizations*</u> 	100% No deductible No Copayments	Not Covered (<i>Except for mammograms</i>)

*Immunizations provided by a Public Health Department or at a MESSA-sponsored event are considered in-network

DATE PREPARED: June 28, 2012

Ypsilanti Public Schools

Continued

Type of Service	In-Network Provider <i>(after deductible)</i>	Out-of-Network Provider <i>(after deductible)</i>
Chiropractic Services including Modalities Up to 38 visits <i>(combination of in-network and out-of-network visits)</i> per calendar year	100%	80% of the approved amount
Diagnostic Lab & X-Ray	100%	80% of the approved amount
Radiation & Chemotherapy	100%	80% of the approved amount
Allergy Testing & Therapy	100%	80% of the approved amount
Additional Covered Services		
<ul style="list-style-type: none"> ■ Medical Supplies and Equipment ■ Ambulance ■ Hearing Care <i>(plan limits apply)</i> ■ Skilled Nursing Facility ■ Hospice ■ Home Health Care ■ Human Organ Transplant - when authorized and performed at an approved facility <i>(plan limits apply)</i> 	100%	100% of the approved amount In-network deductible applies when there is no network for services
Mental Health and Substance Abuse		
Outpatient Care		
<ul style="list-style-type: none"> ■ Mental health care ■ Substance abuse treatment 	\$20 co-payment \$20 co-payment	80% of the approved amount
Inpatient Care		
<ul style="list-style-type: none"> ■ Pre-authorization required 	100%	80% of the approved amount
Outpatient Physical, Occupational & Speech Therapy Up to a combined benefit maximum of 60 visits per member per calendar year, whether obtained from an in-network or out-of-network provider	100%	80% of the approved amount

■ **Medical Case Management (MCM)**

MESSA offers Medical Case Management (MCM), a unique program tailored to meet the medical needs of our members who may need extraordinary care if diagnosed with a catastrophic illness or injury. It is designed to help MESSA members and their families through these difficult times by providing flexibility, support and direct involvement in the management of their health care.

■ **MESSA Help Lines - NurseLine and Healthy Expectations**

Plan participants have access to a 24/7 NurseLine for general medical information. To access NurseLine, call 800-414-2014 to speak to a specially trained Registered Nurse who can answer your medical questions and provide health related information. MESSA's prenatal information and support program for expectant mothers is Healthy Expectations. Please call the MESSA Member Service Center at 800-336-0013 for information or to enroll. These services are not intended to replace regular medical care by a doctor or other qualified medical professional.

■ **Covered Services and Approved Amounts**

In-Network providers bill BCBSM and MESSA directly. Payments for covered services are based on BCBSM's approved amounts. Your liability is limited to the plan co-payment requirements. **Out-of-Network providers** may or may not bill BCBSM or MESSA directly. The member is responsible to the provider for any deductibles, co-payments and amounts that are in excess of the approved amount for the services as predetermined by MESSA and BCBSM. **These amounts may be substantial.**

Medical benefits underwritten by Blue Cross Blue Shield of Michigan (BCBSM) & 4 Ever Life Life Insurance Company. BCBSM is an independent licensee of the Blue Cross and Blue Shield Association.

Additional Benefits for You

Life Insurance - \$5,000

Accidental Death & Dismemberment Insurance (AD&D) \$5,000

Life and AD&D insurance may be continued following termination of employment by direct payment to MESSA. AD&D terminates at age 65 or when employment terminates, whichever happens last.

Life and AD&D insurance underwritten by Life Insurance Company of North America.

This is a brief summary of the MESSA Choices/Choices II Plan. For additional information, including eligibility, limitations and exclusions, please contact MESSA at 800-336-0013.

DATE PREPARED: April 2, 2013

Marketing Rev. 07.11

MESSA Dental Plans



MESSA.

Good health. Good business. Great schools.

MESSA Account: Ypsilanti Public Schools

Employee Group: Teachers

Group/Subgroup: 0458-0006, 0458-0007

Plan Guidelines

MESSA dental plans are underwritten and administered by Delta Dental Plan of Michigan, a non-profit dental care corporation known for its high quality dental programs. Delta Dental contracts with dentists throughout the U.S. to provide high quality care and 90% of Michigan dentists are in the Delta Dental provider network. MESSA members can easily locate Delta Dental contracting providers by visiting www.messa.org and using the provider directory search provided by Delta Dental.

Class I	Class II	Class III	Class IV
75 %	50 %	50 %	50 %
Diagnostic & Preventive <ul style="list-style-type: none"> Oral Examination Prophylaxes Topical Fluoride Brush Biopsy Emergency Palliative 2 Cleanings in 12 Months Rider <i>(If neither box below is checked, you do not have this coverage.)</i> <ul style="list-style-type: none"> <input type="checkbox"/> 3 Cleanings in 12 Months <input type="checkbox"/> 4 Cleanings in 12 Months 	Basic Services <ul style="list-style-type: none"> Radiographs (x-rays*) Restorative Crowns** Oral Surgery Endodontic Services — treatment for diseased or damaged nerves. Periodontic Services — treatment for diseases of the gum and teeth-supporting structures. <i>*Bitewing x-rays are payable once in any period of 12 consecutive months. Full mouth panograph is payable once in 5 years.</i> <i>**Payable once in any five-year period on the same tooth.</i> Rider <i>(If the box below is not checked, you do not have this coverage.)</i> <ul style="list-style-type: none"> <input type="checkbox"/> Sealants: payable on occlusal surface of first permanent molars for patients up to age nine and for second permanent molars for patients up to age 14 that are free from caries and restorations. 	Major Services <ul style="list-style-type: none"> Procedures for the construction of fixed bridgework, endosteal implants, partial and complete dentures. Payable once in any 5 year period for the same appliances. 	Orthodontics <ul style="list-style-type: none"> Necessary treatment and procedures required for the correction of abnormal bite. Orthodontic exam, radiographs and extractions are covered under Class I and Class II. Rider <i>(If the box below is not checked, you do not have this coverage.)</i> <ul style="list-style-type: none"> <input type="checkbox"/> Adult orthodontics: removes the age 19 restriction on Class IV coverage.
\$ 1000	Class I, II, and III Annual Maximum Per Person		\$ 500 Class IV Lifetime Maximum Per Person

For a complete listing of exclusions and limitations that apply to the plan, refer to the Delta Dental Plan of Michigan certificate booklet.

VSP-3 Benefits



Good health. Good business. Great schools.

Panel Providers

When you see a MESSA VSP participating panel provider for services which are covered charges (exam, lenses and frame allowance or exam and contact lenses), the provider bills VSP directly for the covered charges. If the cost of the frames or contact lenses exceeds the maximum benefit allowance specified in the chart below, the member will have to pay the provider directly for excess costs. A directory of MESSA VSP panel providers is available on the Web at www.messa.org > Members > Provider Search > Find an Eye Doctor.

Non-Panel Providers Maximum Reimbursement to Patient

Non-panel providers are providers who do not participate with MESSA's VSP plan. Benefits for examinations, lenses or frames which are obtained from a non-panel (non-participating) provider are subject to a maximum reimbursement. Members and dependents who choose to see a non-panel provider must pay the provider and submit an itemized receipt to VSP for reimbursement. The member is responsible for the difference. The reimbursement will be limited to the maximum amount for each covered charge as indicated in the chart below.

Features	VSP-3 Panel Provider	VSP-3 Non-Panel Provider
Exam Deductible		
■ Optometrist	No Deductible	\$35 max
■ Ophthalmologist		\$45 max
Contact Lens Allowance (includes exam)		
■ Cosmetic (Elective)	\$115	\$115 max
■ Disposable		
Frame Allowance	\$65	\$55 max
Lenses		
■ Single Vision		\$ 38 max
■ Bifocal	Covered	\$ 60 max
■ Trifocal		\$ 72 max
■ Lenticular		\$108 max
Extra Lens Features		
■ Pink #1 or #2 tint	Covered	
■ Rimless		**
■ Oversize		
■ Blended		
■ Progressive	Not Covered	
Tinted		
● Tinted Single Vision		\$ 42 max
● Tinted Bifocal	Covered	\$ 70 max
● Tinted Trifocal		\$ 84 max
● Tinted Lenticular		\$118 max
Polarized		
● Polarized Single Vision		\$ 56 max
● Polarized Bifocal	Covered	\$ 90 max
● Polarized Trifocal		\$110 max
● Polarized Lenticular		\$138 max

**Non-panel provider materials including lens features are subject to and limited by the lens and frame maximum reimbursement. The patient is responsible for paying the cost of materials and services above the maximum reimbursement amount.





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Negotiated LTD Plan Highlights

MESSA Account: Ypsilanti Public Schools **Employee Group:** Teachers

Long Term Disability (LTD) provides benefits at a percentage of a member's salary in the event of total disability. Benefits begin after the satisfaction of a waiting period and continue as long as the member remains totally disabled as described under "Maximum Benefit Period" in the LTD plan coverage booklet. **This is a brief summary of your coverage available under MESSA's Negotiated LTD plan. Refer to the actual plan coverage booklet for complete information.**

Feature	Description	Your Coverage
Pre-Existing Conditions Waived	Medical conditions for which the advice or treatment was received prior to effective date of coverage are included. However, doctor-verified disabilities in effect prior to the effective date would be excluded.	Yes
Waiting Period	<p><i>Calendar Day (CD):</i> The waiting period is based on actual calendar days.</p> <p><i>Work Day (WD):</i> The waiting period is based on the consecutive number of contracted work days.</p> <p><i>Modified Fill (MF):</i> Benefits begin on the latter of exhaustion of sick time/bank or the specified number of calendar/work day waiting period.</p> <p><i>Straight Wait (SW):</i> Benefits begin after the specified number of calendar/work day waiting period.</p>	30 CDMF
Benefit Level	Percent of covered salary.	70%
Maximum Benefit Level	Monthly benefit up to the maximum amount bargained.	\$6000
Minimum Maximum Benefit	There is a minimum monthly benefit of 5% of the gross monthly benefit or \$50, whichever is greater, after all offsets are applied, not to exceed the maximum monthly benefit.	5%
Offsets	Benefits are reduced by any income the employee receives or is entitled to receive such as vacation pay, salary continuation, workers' compensation, full auto wage loss benefit, any employer-paid group plan, retirement benefits you receive from your employer's retirement or pension plan, including Michigan Public School Employees Retirement System (MPSERS), short-term disability, and others.	
Social Security Offsets	<p><i>Primary:</i> Social security retirement and social security disability are offsets.</p> <p><i>Family:</i> Any social security disability benefits received by the employee's family due to the employee's disability is an offset.</p>	Primary
Freeze on Offsets	Monthly disability benefits will not be reduced because of automatic, statutory or general cost of living increases in income from other sources after MESSA's initial benefit determination for each specified offset has been made. The exception to this is an unsuccessful return to work with increased salary, social security and retirement cost of living.	Yes
COLA	An employee's benefit may be increased while on claim due to increase in the cost of living. The increase is based on changes in the Consumer Price Index as of January 1 each year and is payable on the anniversary of the commencement of benefit payment. There is a maximum annual increase of 3%.	No
Own Occupation	During your own occupation period, "total disability" means the insured member is unable to perform any and every duty of his or her regular occupation. After the own occupation period of disability, "totally disabled" means for the balance of the period of disability if you are unable to engage in any occupation or work for compensation or profit for which you are, or may become, reasonably fitted by training, education or experience.	2 years
Mental / Nervous Conditions	These conditions are covered as any other illness unless you have a 2-year aggregate limitation.	Same as any other illness
Alcoholism / Drug Abuse	These conditions are covered as any other illness unless you have a 2-year aggregate limitation.	Same as any other illness





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Negotiated Group Term Life Insurance Plan Highlights

MESSA Account: Ypilanti Public School District

Employee Group: Teachers

*This is a brief summary of your coverage available under MESSA's Negotiated Life and AD&D plan.
 Please refer to your Life & Accident Insurance Certificate Booklet for complete information.*

Feature	Definition	Your Coverage
Negotiated Group Term Life Insurance	The amount of your Group Term Life Insurance coverage.	\$ 50,000
Negotiated AD&D	The amount of your Accidental Death and Dismemberment (AD&D) coverage.	\$ 50,000
Dependent Term Life Insurance: SPOUSE	This plan provides a life benefit equal to 50% of the member's benefit (not to exceed \$25,000) for the spouse and does not contain AD&D benefits.	\$
Dependent Term Life Insurance: CHILD(REN)	This plan provides a life benefit equal to 25% of the member's benefit (not to exceed \$12,500) for all eligible children and does not contain AD&D benefits.	\$

It is important to note that Group Term Life insurance in excess of \$50,000 and Group Dependent Life insurance (if the benefit exceeds \$2,000) are taxable benefits.

APPENDIX D

Ypsilanti Community Schools 2014-2015 School Calendar

August 2014						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31			2t			

September 2014						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
			21t	21s		

October 2014						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
		23t	22s			

November 2014						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30		17t	16s			

December 2014						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
		15t	15s			

January 2015						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
			19t	18s		

February 2015						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
		18t	18s			

March 2015						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
		22t	21s			

April 2015						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
		16t	16s			

May 2015						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31			20t	19s		

June 2015						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
			14t	14s		

July 2015						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	



School Closed/ Holidays



Teacher in-Service Day (no school for students)



Half Day/Parent Teacher Conferences in afternoon and evening



First and Last Day of School

187 Teacher Days
180 Student Days

Holmes Elementary DRAFT 6.10.14

2014-2015 Balanced School Calendar

July 2014						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2014						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31		16f	14s			

September 2014						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
		21f	21s			

October 2014						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
		13f	12s			

November 2014						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30		17f	16s			

December 2014						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
		15f	15s			

January 2015						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
		19f	18s			

February 2015						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
		20f	20s			

March 2015						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
		20f	19s			

April 2015						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
		14f	14s			

May 2015						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31		20f	19s			

June 2015						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
		12f	12s			

 School Closed/ Holidays

 Teacher in-Service Day (no school for students)

 Half Day

 First and Last Day of School

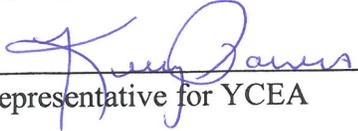
 Student:
Teacher:

 Intersession

APPENDIX E

Letter of Understanding

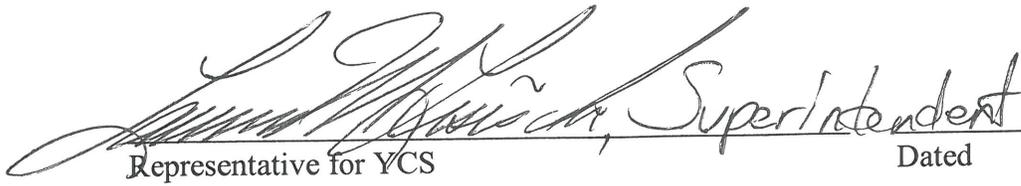
This letter of understanding is between the Ypsilanti Community Education Association (hereinafter referred to as YCEA), and the Ypsilanti Community Schools (hereinafter referred to as YCS). The parties agree to alter the Head Start calendar for the 2014-2015 school year due to state and federal regulations for the program. The parties agree to use the calendar attached to this letter for the 2014-2015 school year.



Representative for YCEA

12/15/14

Dated



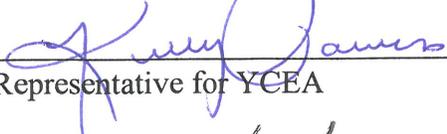
Representative for YCS

12/12/14

Dated

Letter of Understanding

This letter of understanding is between the Ypsilanti Community Education Association (hereinafter referred to as YCEA), and the Ypsilanti Community Schools (hereinafter referred to as YCS). The parties agree to alter the Holmes calendar for the 2014-2015 school year due to a mistake in the number of days on the calendar which necessitates the addition of five (5) days to the calendar in the month of March. The parties agree to use the calendar attached to this letter for the 2014-2015 school year.



Representative for YCEA

12/15/14

Dated



Representative for YCS

12/17/14

Dated

**MEMORANDUM OF AGREEMENT
BETWEEN THE
YPSILANTI COMMUNITY EDUCATION ASSOCIATION, MEA-NEA
AND THE
YPSILANTI COMMUNITY SCHOOLS**

The Ypsilanti Community Education Association, MEA-NEA (the “Association”) and the Ypsilanti Community Schools (the “District”), through their respective authorized representatives, hereby agree as follows:

1. Employees who, during the period of July 1, 2013 through January 20, 2015, completed an advanced degree that is aligned with the subject(s) they are teaching shall be eligible for the “In-Subject Advanced Degree” stipend as otherwise available under the District’s compensation structure if they a) provide the District with documentation of the degree earned and when it was awarded by December 18, 2014, and b) the District determines that it is aligned per that structure.

2. For employees who wish to pursue an “In-Subject Advanced Degree” for advanced degrees earned after January 20, 2015, per the compensation structure, the course of study must be pre-approved by the Superintendent prior to the taking of classes.

**YPSILANTI COMMUNITY
EDUCATION ASSOCIATION, MEA-NEA**

YPSILANTI COMMUNITY SCHOOLS

Its: _____

Its: _____

Date: _____

Date: _____

**MEMORANDUM OF AGREEMENT
BETWEEN THE
YPSILANTI COMMUNITY EDUCATION ASSOCIATION, MEA-NEA
AND THE
YPSILANTI COMMUNITY SCHOOLS**

The Ypsilanti Community Education Association, MEA-NEA (the "Association") and the Ypsilanti Community Schools (the "District"), through their respective authorized representatives, hereby agree as follows:

1. During the term of this Memorandum of Agreement ("Agreement"), the Association's current President, Kelly Powers, shall be released for one-half of her regular full time schedule as a District employee to handle matters directly related to her role as the Association's President.

2. As a condition for this release time, the Association shall reimburse the District for 25% of her total compensation costs (i.e., base salary, plus retirement, FICA, insurance and other payroll related costs) as in effect upon the first work day of each academic year under this Agreement. The Association will pay the District said amount in 10 equal monthly installments, commencing in September of each year.

3. This Agreement shall terminate upon the earlier of a) the date upon which Kelly Powers is no longer an active full-time employee of the District; b) the date upon which Kelly Powers ceases being the Association's President; and c) June 30, 2017. Any renewal or extension of this Agreement, or modifications, shall only be effective if specifically agreed to by the parties, in writing.

**YPSILANTI COMMUNITY
EDUCATION ASSOCIATION, MEA-NEA**

YPSILANTI COMMUNITY SCHOOLS

Its: _____

Its: _____

Date: _____

Date: _____