

**AGREEMENT**

**between**

**THE BOARD OF EDUCATION**

**of the**

**TECUMSEH PUBLIC SCHOOLS**

**and the**

**LENAWEE COUNTY EDUCATION ASSOCIATION,  
TEA, MEA/NEA**

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# LCEA, TEA, MEA/NEA -- BOARD OF EDUCATION AGREEMENT

This Agreement entered into this 11th day of September, 2006, by and between the Tecumseh Public Schools' Board of Education of Tecumseh, Michigan, hereinafter called the "Board" and the Lenawee County Education Association, TEA, MEA-NEA, hereinafter called the "Association."

## WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Tecumseh is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service; and

WHEREAS, education in the Tecumseh Public Schools is looked upon as a continuous process designed to meet the educational needs of students. These basic needs include an understanding of self; adjustment to the social, political, and economic environments of the world community in which we live; and the achievement of the basic skills which are necessary to function in society; and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment; and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

### **ARTICLE I: Recognition**

- A. The Board hereby recognizes the Lenawee County Education Association, TEA, MEA-NEA, as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional personnel, including personnel on tenure, probationary teachers, permanent substitute teachers, guidance counselors, and librarians, and any public school academy personnel; but excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Director of Athletics and Student Activities, Supervisors, office clericals, confidential employees, and all other employees of the District. The term "teacher" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above.

A permanent substitute shall be defined as a substitute teacher in the same position on a full-time basis for a period of one hundred fifty (150) workdays. At 150 days in a specific assignment, all time as a substitute in that assignment would be counted for seniority purposes.

Modification of this recognition clause does not serve to expand or reduce the scope of the bargaining unit in place as of 6/10/94.

- B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
  - C. Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the Business Office an assignment authorizing deduction of professional dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the bargaining unit member to the Association with the indicated copy to the Business Office. Pursuant to such authorization, the Business Office shall deduct one-twentieth (1/20th) of such dues starting with the second (2nd) payroll in September and continuing for nineteen (19) pay periods thereafter.
    - 1. Bargaining unit members employed after the commencement of the school year shall have deductions appropriately pro-rated to complete payments by the following June.
    - 2. Any bargaining unit member who shall not perform services for an entire month of the school year shall have his/her dues reduced by one-tenth (1/10th) of the yearly dues for the entire month not worked, except where the failure to perform services during any month was the result of the bargaining unit member taking any paid leave of absence or sick leave as provided in this Agreement.
    - 3. The Association shall certify in writing to the Business Office on or before the first (1st) payroll in September the amount of United Profession dues. After the deductions have been made, they shall be remitted to the Association within one week.
  - D. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political - Ideological Expenditures" and the Administrative Procedures adopted pursuant to said policy.
    - 1. The Service Fee shall not exceed the amount of the Association dues collected from Association members.
    - 2. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided.
    - 3. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, upon completion of the procedures contained in paragraph G and pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the
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Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.

4. The Association shall hold the Board harmless from any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the Agency Shop Agreement herein contained. The foregoing shall also include witness fees, attorney fees, or any other costs incidental to its prosecution or defense. It is understood that the Board will consult with the Association with respect to compromising or settling claims made against the Board under the agency fee clause.
- E. In the event there is a change in the status of the law so that mandatory deduction from wages pursuant to the paragraph above is prohibited, the Employer, at the request of the Association, shall terminate the employment of a bargaining unit member who refuses to authorize the deduction of the Service Fee. The termination of employment shall not occur until the procedures set forth in paragraph G have been fully met. The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- F. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." The policy applies only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim, or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
- G. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277 (7) shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and shall advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the Service Fee to the Association or has authorized payroll deduction for same.
- H. The provisions of paragraph G shall apply equally in the event the Association seeks the discharge of the bargaining unit member, if mandatory deduction is not permitted by law.
- I. With respect to all sums deducted by the Employer pursuant to MCLA 408.477; MSA 17.277 (7) whether for membership dues or the Service Fee, the Employer agrees to remit said sums to the Association accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made categorizing them as to members or non-members in the Association. The Association agrees to advise the Employer of all

members of the Association in good standing and to furnish any other information needed by the Employer to fulfill the provisions of this Article and not otherwise available to the Employer.

- J. The Association shall indemnify and save the Board harmless for all sums improperly checked off and remitted to the Association plus any costs, including attorney's fees, incurred by the Board in connection therewith.
- K. Teachers may continue to sign authorizations for payroll deduction for credit union, savings, insurance, and Board approved Tax-Sheltered Annuities.

## **ARTICLE II: Teacher Rights**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other employment laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Board or his/her institution of any grievance, under this Agreement.
  - B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
  - C. The Association and its members shall have the right to use school building facilities outside the normal school working hours for School/Association related purposes. Arrangements for use of facilities must be made in advance with the Building Principal or his/her designee in the absence of the Building Principal. Arrangements may be made for keys to gain access to buildings and necessary instructional locations, during times when buildings are normally locked. Those teachers who are issued keys accept full responsibility for personal use of the key and proper security of the building upon leaving.
  - D. No teacher shall be prevented from wearing pins, insignia, or other identification of membership in the Association either on or off school premises.
  - E. A bulletin board will be provided in each teachers' lounge on which the Association can display professional materials that meet the following criteria: notices of Association meetings, elections, services, and committees. Any materials which are derogatory to anyone in the school system or Board members shall not be allowed to be posted.
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- F. The Board agrees to furnish to the Association in response to requests from time to time five copies of all available information concerning the financial resources of the District, tentative budgetary requirements, and allocations and such other available information as will assist the Association in developing intelligent, accurately informed, and constructive programs on behalf of their teachers and their students. For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative, or legal proceedings, including but not limited to grievances and tenure proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his/her personnel file as defined by the Bullard-Plawecki Employee Right to Know Act (397 of 1978). A representative of the Association may accompany and assist the teacher in this regard. Before personnel files may be disclosed to the Association, written authorization shall be made by the teacher concerned to the appropriate Administrator.
- G. No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. All information forming the basis for disciplinary action will be made available to the teacher and/or the Association as authorized by said teacher. Just cause shall not apply to the nonrenewal of a probationary teacher, to the non-renewal of extra duty assignments, or to the reduction in staff due to economic reasons.
- H. A teacher may demand the presence of an area (building) representative of the Association (or a designated alternate) when said teacher is being disciplined or reprimanded for delinquency in professional performance. Before such disciplinary action, the teacher shall be advised of the nature of the pending action and further advised of his/her right to have an Association representative present. Administrators shall schedule such actions during the teacher's planning or conference period and/or before or after school to avoid times that will interfere with teacher's teaching responsibilities. The foregoing shall not restrict in any way the Employer's right to call a conference with a teacher for the purpose of any non-disciplinary oral counseling or discussion.
- I. The Association shall have representation in the selection process for Building Principals and Central Office Administrators. However, the final determination lies with the Superintendent and Board of Education.
- J. The Association may use interschool mail service, voice mail, and teachers' mail boxes to communicate with teachers.
- K. There will be TEA representation on the following committees: District Coordinating Council, Curriculum Council, and Staff Development.
- L. Association representation will be permitted on all those committees whose purposes/agendas include policy, curriculum, or teaching conditions, except for Board member only committees.
- M. School District bus schedules will be shared with TEA leadership at the beginning of each school year.

- N. On a monthly basis, the Administration will publish and distribute a report to all teachers the names of those teachers who have attended a conference since the last report. This information will include the purpose and location of the conference, as well as the names of those in attendance. Teachers attending such conferences are expected to provide timely reports of the conference to other teachers in their building.

### **ARTICLE III: Board Rights**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the school day;
  2. To hire all employees and subject to the provision of law, and this Contract; to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees. The Board shall seek and consider input from the Association concerning qualifications and desirability of applicants from outside the school system for administrative positions in the Tecumseh Public Schools;
  3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board, and in agreement with all other provisions of this Contract;
  4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
  5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.

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, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

### **ARTICLE IV: Professional Compensation**

A. The salaries of teachers are covered by this Agreement in Article XXIV.

- B. Each year the Board and the Tecumseh Education Association shall mutually agree upon a District-wide school calendar which shall be consistent with mandates of the state law which shall determine the appropriate number of hours for Student Instructional Days and Professional Development Days.
- C. Credit on the salary scale shall accrue only when a person is working or on paid leave. An employee working or on paid leave 45 days or more shall receive credit for a half-step placement, and an employee working or on paid leave 90 days or more shall receive credit for a full year placement.
- D. To aid an eligible teacher in professional growth, the Board shall reimburse the teacher up to \$215.00 per graduate semester credit for this Contract providing the teacher is under contract with the Board after completion of the course. Term credits will be prorated based on semester credits. Only teachers that are working toward their “Professional Certificate” (State of Michigan requirement for teachers to complete eighteen (18) additional semester credit hours within the first five (5) years of teaching) are eligible. Up to a total of \$20,000 per fiscal year (July 1 through June 30) for all eligible teachers will be available for tuition reimbursement. The amount of reimbursement of tuition costs for semester credit hours for any eligible teacher shall be determined by the end of the school year based on the available funds and prorated accordingly.

A teacher may be reimbursed for up to eighteen (18) semester credit hours, not to exceed two (2) courses (defined as not more than 4-6 graduate semester credit hours) per Fall/Winter/Spring terms. Course work taken during the Summer semester (term) may exceed the two (2) course limit but is still subject to the cap of eighteen (18) semester credit hours per fiscal year (i.e., July 1 to June 30).

	Fall	two (2) courses per each semester
Winter		(4-6 total graduate credit hours
Spring		per semester)
Summer		Additional courses up to, but not exceeding, the eighteen (18) total credits during the course of the fiscal year

Only graduate hours that are previously approved by the Superintendent or his/her designee will be considered for reimbursement. Notwithstanding any past practice to the contrary, computer “online” classes may not be approved unless deemed by the Superintendent or his/her designee to be sufficiently rigorous and of sufficient value to warrant approval. C.E.U.’s will not be considered for reimbursement.

The teacher upon successful completion of the previously approved course work will be approved for tuition reimbursement upon presentation of appropriate documentation. Reimbursement will be made only for the actual tuition costs incurred up to \$215.

The following will be the process for tuition reimbursement:

- a. After April 1st of each fiscal year, eligible teachers may submit an application for approval of courses for the next fiscal year. (Application on the appropriate Approval Form is required -- see Appendix B).
- b. Courses for which tuition subsidy application is made during the school year must conclude by the end of the current school year.
- c. Proof of course completion (final grade card) and receipt for payment of tuition must be submitted along with the application form for reimbursement no later than the end of the current school year. (Reimbursement Form is required along with supporting documentation -- see Appendix C).

When fifteen (15) hours or more semester credits have been earned by a teacher accepted by a College or University in an advanced degree program beyond the Master's degree, the person will be placed upon the MA+15 schedule. The Superintendent or his/her designee may waive enrollment in an advanced degree program. If waived, the fifteen (15) graduate hours beyond the Master's degree must be taken within a five-year period from the waiver and additional hours of graduate credit must consist of such courses as will ensure the teacher's understanding of educational psychology, improve facility in teaching technique and/or broaden experience in subject fields. Such credit shall be directly related to the individual's teaching fields and shall be subject to written approval of the Superintendent or his/her designee.

**E. District Requested Course Work**

If the Central Administration requests a teacher to attend a class, the Board will pay the actual tuition upon proof of payment and successful completion of the requested class, and C.E.U. credit will be awarded per the discretion of the Superintendent or his/her designee.

- F. Wage compensation for teaching (classroom teaching) by instructional personnel beyond the Tecumseh Public Schools' ratified District calendar shall be negotiated with the Association.
- G. Except in the case of a layoff, personal teachers' tentative assignments specifying grade or subjects to be taught the following academic year, will be issued prior to the close of the present academic year. Contracts shall be issued within sixty (60) calendar days of ratification of the Contract (or within thirty (30) days after the start of the school year if the Contract has not expired) and shall be subject to change thereafter only upon mutual agreement.
- H. A teacher who is engaged during the school day in negotiation in behalf of the Association at the local level with any representative of the Board or participating in any professional grievance negotiation at the local level shall be released from regular duties without loss of salary or leave.
- I. All teachers shall attend in-service/professional development training days in accordance with the negotiated calendar.

J. Additional days for attending a specialized conference or visitation of an educational nature may be granted if agreement is reached between the representative of the Board and the teacher. This day would not cause loss of leave or salary. Mileage for a specialized conference will be paid by the Board at the current rate. The total amount of funds available for use by the teachers of each school shall be communicated by the Building Principal upon adoption of the final School District budget and posted in each school.

K. Association officers shall have twenty (20) released days with pay to attend conferences scheduled during school hours. The Association shall provide the Employer with a list by October 1 of each contract year of specified office holders.

Each year Administrators will be invited to attend six (6) MEA conferences in areas of professional development, current educational trends, and any other mutually agreed to conferences.

The Association President or designee shall be released two (2) hours each month to meet with the Superintendent or designee at times mutually agreed upon.

L. Duly authorized and designated representatives of the Association (one (1) per building and President, Grievance Chairperson, Bargaining Chairperson, Salary Chairperson, and Secretary) shall be permitted to transact official Association business during his/her conference or planning period, providing this does not interfere with nor interrupt normal school operations, and providing this employee informs the Building Principal when said business necessitates leaving the building.

M. Good Friday shall be considered a holiday. Each school calendar shall be negotiated yearly regardless of the duration of this Agreement.

N. Building representatives or designated alternates shall be allowed release time without loss of pay whenever their presence is requested by a teacher who is being disciplined as described in Article II, Section H of this Agreement.

## **ARTICLE V: Requirements For Employment**

A. Only those persons who hold at least a bachelor's degree and an acceptable State Teacher's Certificate and are "highly qualified" pursuant to the No Child Left Behind Act and implementing laws and regulations shall be considered for a contracted position on the instructional staff of Tecumseh Public Schools. To be qualified to teach, all teachers must meet the "highly qualified" requirements of the No Child Left Behind Act and the applicable state and federal rules and regulations. No provisions in the Agreement shall be construed to prevent or prohibit the Board from taking actions required or contemplated under the No Child Left Behind Act. The Board and the Association agree to construe and effectuate this Agreement to ensure full implementation of all No Child Left Behind Act requirements and standards. If a teacher who is required to meet the No Child Left Behind Act "highly qualified" standards by the end of the 2005-2006 school

year does not meet those standards, he/she shall be assigned to any concurrently existing vacancy for which he/she is certified and qualified. Any such vacancy shall not be required to be posted under this Agreement. If the teacher cannot be assigned to a concurrent vacancy for which he/she is certified and qualified, he/she will be placed on layoff status, under the provisions of this Agreement, unless the teacher is certified and qualified to displace another less senior member of the bargaining unit. In the latter event, the more senior teacher shall displace the least senior bargaining unit member holding an assignment for which the more senior teacher is certified and qualified. The teacher ultimately displaced shall be laid off and shall have recall rights to the extent provided in this Agreement.

1. In order to teach in grades seven through twelve, a teacher must be certified and qualified as specified in Article XI, K. An "assignment" in the seventh and eighth grades requires a major or minor or experience as specified in Article XI, K., in at least a majority of the teacher's classes.
  2. In the elementary schools art, music, physical education teachers, and the librarians shall have a major or a minor in the area taught.
- B. The Board reserves the right to require a statement from a physician licensed to practice medicine under the laws of the State of Michigan or Ohio certifying that the teacher is permitted to return to work after absences in excess of three (3) days due to illnesses, injuries, or disabilities. Additionally, in case of suspected abuse of sick leave, the Board reserves the right to require examination of the teacher by a Board-approved physician at the expense of the Board to verify an illness. The teacher may submit a statement from his/her own physician at the teacher's expense in cases of suspected abuse; however, such submission does not preclude required examinations by Board-paid physicians.
- C. All teaching personnel must file a copy of a birth certificate with the Board at the time of employment.
- D. Teachers holding degrees shall maintain a program to fulfill State requirements for Permanent Certificates, and then to show evidences of further advancement by means of residence study, correspondence work, travel, participation in professional faculty study groups and similar means of professional growth. No full time teacher may carry more than eight (8) semester hours of college credit per semester while employed by the Board during the September to June period of each school year.
- E. Substitute teachers shall have the minimum requirements for special certificates and shall be hired on a day-to-day basis only. Effort shall be made to hire qualified teachers to substitute in the special areas in the school (art, gym, music). Laid off teachers shall be offered long-term substitute positions for which they are certified and qualified prior to the District hiring from the outside.

## **ARTICLE VI: Teaching Hours**

- A. The teacher's normal scheduled work hours shall be as follows:
1. All teachers shall report to his/her classroom or assigned duty location at least ten (10) minutes before classes in the morning.
  2. Unless permission is granted by the Principal, teachers shall leave school no earlier than five (5) minutes after classes terminate.
- B. All teachers shall be entitled to a duty-free uninterrupted lunch period. The length of this period is to be the same for each teacher in the individual buildings. The elementary lunch period shall not be less than forty (40) minutes (except a full-time Kindergarten teacher assigned two one-half day sessions whose lunch period will be not less than 35 minutes in length) and the secondary shall not be less than thirty (30) minutes in length.
- C.
1. Reasonable effort shall be made to provide all teachers in the elementary grades K-4, with a minimum of 300 minutes of planning time per week during the school day, when students are in attendance, including time for special classes and recess when the teacher is not required to cover. Teachers in grades 1-4 will be allowed to rotate recess duty in order to achieve the foregoing planning time. Reasonable effort will be made to provide the time in not less than thirty (30) minute blocks and at least one fifteen (15) minute block in any given day.
  2. All Middle School and High School teachers shall be provided one planning period per day unless mutually agreed upon between the Administration and the teacher to either substitute per Article XXV, Section N or assume an added teaching load per Article XXV, Section K.
  3. Options Program teachers shall submit to the Superintendent/designee for his/her approval a planning schedule not to exceed 150 minutes per week per teacher. The teachers shall submit the planning schedule by the second week of student instruction.
- D. In emergency situations, Building Principals will serve as temporary substitute teachers. In the event the District is unable to hire a substitute for a specialist or a staff member is responsible for student supervision during his/her conference period, then the employee shall be paid at the Extended Professional Service Substitute hourly rate.
- E. When a teacher's planning time is missed because of an IEP, Assembly, Field Trip, or other class activity which that teacher did not plan or help plan for his/her class, then the teacher will be compensated at the rate specified in Article XXV, Section N or the time will be made up as determined by the Principal.
- F. The scheduling of the teachers' days shall be consistent with the building in which that teacher is employed, except in the case where the Board offers additional classes which go beyond the normal class day. In such a case, the class or classes shall be posted and
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filled on the basis of certification, qualifications and seniority. The additional class(es) shall be filled first by staff applying from within the system before placing someone from outside the District. Staff shall be compensated at the rate of seventeen percent of their contractual salary for five (5) hours per week of additional classes.

By mutual agreement between staff and Administration, it would be possible to shift the starting and ending of the day by one period. The teacher would have a continuous teaching/planning schedule. No teacher shall be reduced to part-time status as a result of a shift in the day.

### **ARTICLE VII: Teaching Loads And Assignments**

- A. The normal work week in all schools shall be as set forth in Appendix I or as otherwise determined through negotiations. The Association recognizes hour differences between elementary and secondary as well as within and between buildings.

### **ARTICLE VIII: Teaching Conditions**

- A. The parties recognize the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is utilized primarily to this end. At the same time, it is the responsibility of the professional staff to contribute to the community and the teaching profession. Itinerant teachers of art, music, and P.E. will collaborate with affected staff and Administration to establish their schedules prior to the beginning of the school year.
- B. Because the teacher-pupil ratio is an important aspect of an effective educational program, the parties agree that class size shall be determined as follows:

In kindergarten, class size shall not exceed twenty-six (26) pupils without additional pay with the exceptions that follow.

In the early elementary grades (1-4), class size shall not exceed twenty-eight (28) pupils without additional pay with the exceptions that follow.

In the later elementary grades (5-6), class size shall not exceed thirty (30) pupils without additional pay with the exceptions that follow.

In the secondary grades (7-12), class size shall not exceed thirty-two (32) pupils without extra pay with the exceptions that follow.

Students who have been identified, tested, and certified through an individual education program into a special education program, and who as a result of such evaluation qualify for such programs but cannot be, or have not been placed due to a lack of special program facilities, qualified personnel, and/or due to the feasibility because of parental consent, shall be equated for membership as two (2) regular students.

The above does not include deficiency handicaps such as remedial reading, exclusive of any other learning and/or emotional impairments, and does not include those students who have been returned to the regular classroom from a special education program, or who are receiving special education services as part of the regular classroom instruction. Pursuant to the requirements of mainstreaming and to promote a proper learning environment for those identified as Special Education (i.e. L.D., E.I., E.M.I., POHI) by an I.E.P.T., an equitable distribution of such students shall be made within the building, grade and/or subject which will accommodate the student's schedule. Students who become continuously disruptive should be re-evaluated in regards to their placement in the general education classroom.

The Administration recognizes that the classroom teacher may be faced with different problems when integrating students in accordance with Least Restrictive Environment requirements. Accordingly, assistance will be provided teachers where reasonably possible to better meet the needs of all students in his/her classroom. The classroom teacher shall be entitled to confer with the Building Principal and/or the Special Education Supervisor regarding the special needs of those students.

In situations where students have not been tested but pose management problems, the teacher may refer said student(s) to the Building Administrator, call for an evaluation of the situation within one (1) week of the referral, and action shall be taken to establish a date for the evaluation. In referring students for evaluation by I.S.D. personnel, teachers will follow the State of Michigan guidelines according to the I.S.D. rules as long as they are in compliance with the State. In case of emergency, the rules may be waived. The parties recognize the importance of advising all teachers who work with or who will work with the students of an I.E.P.T. and allowing them to attend the I.E.P.T. if at all possible. Reasonable efforts will be made to allow the receiving teacher to be present at I.E.P.T. meetings when the following conditions occur:

- 1) The receiving teacher's presence is in the best interest of the student;
- 2) The receiving teacher's presence in the best interests of the student's family;
- 3) Classroom coverage for the receiving teacher can be suitably arranged without undue disruption;
- 4) The receiving teacher can be specifically identified;
- 5) Scheduling complexities allow for the receiving teacher's presence.

In all schools the number of students shall not exceed the maximums according to this Section B without additional pay with the following exceptions:

1. Secondary Music:
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- a. Band and chorus shall be limited by mutual agreement of the instructors and Administration, keeping in mind the optimum number that can be taught efficiently with equipment and facilities available.
- 2. Elementary Music, Art and Physical Education
  - a. These classes shall not exceed the regular classroom size, with the exception of current practices in mainstreaming handicapped students, with application of the overload formula.
- 3. Vocational classes and those with special work areas or work stations:
  - a. Business classes, industrial technology, high school sciences, fine arts, foreign languages, career and applied technology, including those that may be added in the future, shall be limited to the number of work stations available but in no case shall exceed the maximums according to this Section B for High School and Middle School.

Drafting and computer technology classes will not exceed the number of work stations, not to exceed thirty-two (32) students.

The multimedia technology class will not exceed twice the number of stations (based on two students per station).

- b. Class loads for career and applied technology and industrial technology courses shall be as follows:

30 Students

- c. Class loads for the fine arts courses will be as follows:

Art and Design .....	32 students
Drawing	32 students
Commercial Design	32 students
Mixed Media	30 students
Photography	28 students
Ceramics	30 students
Crafts	30 students
Sculpture	30 students
Jewelry	30 students

- d. Class loads in nutrition shall not exceed thirty (30) students.
- e. Library Media Skills shall not exceed four (4) students per block for a maximum of six (6) blocks.
- f. High School and Middle School P.E. classes shall not exceed thirty-five (35) pupils.
- g. Body conditioning classes shall not exceed twenty-six (26) pupils.

4. Art, Music and P.E. teachers:
- a. Travel time is not to be included in lunch or conference/planning time.
  - b. Five (5) minutes shall be allowed between classes and is not to be deducted from planning or travel time.
  - c. An area shall be provided in each building for supplies.
5. In the establishment of experimental, educational programs involving group instruction, (such as closed circuit TV, team teaching) with a high teacher-pupil ratio, the limits specified in this Article shall not apply beyond the first year of the mutual agreement. In the event it is necessary to combine students at different grade levels in the same classroom (split grades), the following shall be observed:
- a. Teachers' participation in split grades shall be based on transfer policies established in this Agreement.
  - b. The teacher to head the class, as well as teachers of the same levels in that building, shall have input in determining which students are selected for the class.
  - c. The maximum number of students in a split grade shall be three (3) fewer than a single grade class.
6. In the secondary schools (7-12) the maximum number of students per day shall be one hundred sixty (160) except in areas where more than thirty-two (32) students are allowed per hour.
7. Every reasonable effort will be made to reduce class sizes in classrooms/buildings which experience a heavy influx of mainstreamed students.

### **OVERLOAD FORMULA**

Should it be necessary for a teacher to exceed his/her class load in the Kindergarten beyond 26, the salary formula shall be:

$$\frac{\text{Salary}}{177} \times \frac{1}{24} = \text{pay per day, per pupil}$$

Should it be necessary for a teacher to exceed his/her class load in the early elementary (1- 4) grades beyond 28, the salary formula shall be:

$$\frac{\text{Salary}}{177} \times \frac{1}{26} = \text{pay per day, per pupil}$$

Should it be necessary for a teacher to exceed his/her class load in the later elementary (5-6) grades beyond 30, the salary formula shall be:

$$\frac{\text{Salary}}{177} \times \frac{1}{28} = \text{pay per day, per pupil}$$

Should it be necessary for a teacher to exceed his/her class load in the secondary (7-12) grades beyond 32, the salary formula shall be:

$$\frac{\text{Salary}}{177} \times \frac{1}{6} \times \frac{1}{30} = \text{pay per day, per pupil}$$

Special education students involved in formula overload at any level will be counted in 1/6th increments rounded up to the nearest 1/6th. A special education student in a regular classroom at any level for two (2) hours or less per day shall be counted as a half-time student. A special education student in a regular classroom at any level for more than two (2) hours per day shall be counted as a full-time student.

Special Education overload formulas:

$$\frac{\text{Salary}}{\text{Student Instructional Days}} \times \frac{1}{15^* \text{EI categorical, and on Elementary and Secondary EMI categorical classroom caseloads.}} = \text{pay per day, per pupil on Elementary}$$

$$\frac{\text{Salary}}{\text{Student Instructional Days}} \times \frac{1}{16^* \text{EI categorical classroom caseloads.}} = \text{pay per day, per pupil on Secondary}$$

$$\frac{\text{Salary}}{\text{Student Instructional Days}} \times \frac{1}{21^* \text{Resource caseloads.}} = \text{pay per day, per pupil on Elementary}$$

$$\frac{\text{Salary}}{\text{Student Instructional Days}} \times \frac{1}{23^* \text{Resource Room caseloads.}} = \text{pay per day, per pupil on Secondary}$$

$$\frac{\text{Salary}}{\text{Student Instructional Days}} \times \frac{1}{25^* \text{Consultant caseloads.}} = \text{pay per day, per pupil on Teacher}$$

\* = Based on county special education waiver plan.

\*\* = Submission of appropriate documentation for payment of overload shall be made no later than thirty (30) days following the end of the first semester and no later than June 30th following the end of the 2nd semester.

8. An effort shall continue to be made during scheduling to equalize class loads. Further, every effort shall be made over the life of this Contract to reduce class size maximums. Building Principals will work collaboratively with special and regular education teachers in preparing class list assignments. These lists will be shared with teachers before they are shared with parents or otherwise publicized. The names of special education students will be included in these class lists.

In the event there is a change of a class name or an addition of a class, the class size will be discussed and agreed upon with this Association. Any deletion of a class will be discussed with the Association.

9. Teachers will be given a minimum of one day's advance notice of the arrival of a new student in the classroom.
10. The parties agree that there is a need for research, planning, material gathering, and consultation with various specialists and other activities. The parties further agree that many of these job functions necessitate time beyond the teacher's normal contract day and may require work at home, libraries, universities, intermediate school district facilities or other locations off school premises.
11. The professional responsibilities of a teacher require many hours of preparation and planning beyond the normal contract day. Consequently, demands of compulsory attendance at meetings or functions relative to job performance shall not exceed five and one half (5½) hours per month beyond the teacher's normal contract day. This does not include Association meetings, parent-teacher conferences, or Secondary Department meetings where the normal day to day responsibilities are conducted. All meetings must be announced at least twenty-four (24) hours in advance and designated as mandatory or voluntary. It is understood that extenuating circumstances and emergencies may arise, which would make the twenty-four (24) advance notice impractical.

When elementary staff meetings are held during the planning time, before student arrival, this time shall be deducted from the allotted compulsory Extended Professional Service time as defined above. Extended Professional Services beyond the above hours shall be permissible as determined by the Extended Professional Services section of this Contract.

12. Proposed curriculum changes shall be discussed and worked through the curriculum councils which have been established by the Superintendent or designee. The methods and procedures will be followed that have been established and agreed upon by the elementary staff and the secondary staff.
13. Building calendars and the District-wide school calendar will be posted in all school buildings. The Administration shall provide the TEA President a list of members of current District-wide standing committees on a yearly basis.

The Board recognizes that appropriate texts, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires, and similar materials are

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tools of the teaching profession. The parties will confer annually for the purpose of improving the selection and use of such educational tools, and the Board shall undertake promptly to implement all joint decisions thereon made by its representatives and the Association. Elementary teachers shall be informed at the beginning of each year on the per pupil amount of money they have to spend on teaching materials, exclusive of bid orders.

Definitions:

1. Adequate texts shall be defined to mean at least one textbook per child per subject.
2. Appropriate texts shall be defined to mean those that are selected by the parties within the limits of the book fund.
3. "Parties" shall be the teacher(s) and Administrator(s) appointed by the Superintendent from the specific department, area, or grade level involved in the use of the materials.
4. Selection of materials and methods utilized in instructional programs shall reflect professional planning and accountability.

The Board shall make available in each school adequate lunch room, restroom, and lavatory facilities exclusively for adult staff member use and at least one (1) room appropriately furnished which shall be reserved for use as a faculty lounge.

Telephone facilities shall be available for professional use. Personal calls on school phones are to be limited and personal long distance calls shall be logged and appropriate reimbursement made.

Firm surfaced parking facilities shall be made available to school personnel for the exclusive use at their assigned school building during school hours.

The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils. The parties recognize the need for high quality education and that quality rests with constructive input from the Board, Administration, faculty, and students of the School District.

The Association and the Board of Education recognize the need for advanced planning in teaching. The teachers and Principals in each building shall mutually decide on the best method for handling lesson plans and where to keep them. The content and format of lesson plans are subject to the reasonable approval of the Building Principal taking into account variances amongst grades and individual teachers. Such lesson plans are only part of the total planning and are intended to be used as a guide by the classroom teacher. Utilization of lesson plans for the purpose of teacher evaluation necessitates an in depth analysis of the classroom operation when used as an evaluation criteria. A lesson plan or an emergency plan shall contain sufficient material to allow a substitute teacher to conduct a meaningful, full period on material relevant to the program of the class.

In the event that the physical conditions in a given building or classroom become sufficiently adverse to interfere with the teaching and learning processes, the following procedure shall be followed to correct the problem or remove the teachers and students from the adverse environment:

1. The teacher shall immediately notify the office when adverse conditions exist, describing the condition and location.
2. The Administration shall make reasonable effort to respond by sending a designated person or maintenance person to the room within one (1) hour to evaluate the severity of the problem.
3. If the adverse conditions are in violation of specific contract provisions then the administrator shall immediately move the class to another suitable room in the system.
4. If no suitable room is available the Superintendent's Office shall be advised of the situation and arrangements shall be made to dismiss students, cancel classes, or move to another location.
5. Students and teachers shall not be expected to remain in the classroom or building while corrective measures are being taken unless the adverse conditions can be corrected within one (1) hour.

All employees shall strive to conserve energy in their respective environments (electrical, heating, and water usage) in conformance with the District energy conservation policy.

The District shall strive to maintain consistent room temperatures throughout each school building. Heat settings shall be set at a minimum of 68 degrees. Air conditioning settings shall be set at a minimum of 72 degrees.

No later than December 1 of the current school year, each Building Principal will develop and distribute a building plan for situations requiring building closure and the early departure of students in the building. The plan will anticipate that telephones may not be functioning. The Central Administration Office will develop a plan for responding to these situations requiring building closure and the early departure of students in the building when the Principal of that building is not available. Again, this plan will anticipate that telephones may not be functioning.

In such cases when the Board shall call off school for students because of inclement weather, teachers shall not be required to report to school. Teachers shall not lose any compensation under such circumstances.

The Board agrees to leave the first Monday of each month free of teachers' meetings so that the Association can hold meetings needed to conduct business.

Faculty meetings are not to exceed one and one-half (1½) hours in length.

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By no later than September 1 of the current school year, each Building Principal will prepare and distribute to building teachers a plan of procedure for those occasions when the Principal is away from the building.

## **ARTICLE IX: Vacancies And Promotions**

Whenever any vacancy in any professional position in the District shall occur, the Board shall post the same by giving written notice of such vacancy during the contracted school year.

A vacancy shall be defined for the purpose of this Contract as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence. A vacancy may result from the retirement, transfer, reassignment, or termination of present Association members or by expansion of present programs or creation of new programs.

1. Vacancies occurring during the school year or between biddings shall first be temporarily filled in accordance with the recall provisions in Article XI.
  - a. In the event there are no laid off staff qualified and certified to fill said vacancy, then the vacancy will be filled on a temporary basis per Article V, Section E.
  - b. All retirements, resignations and new positions announced prior to Bid Day shall be subject to bid. The Tecumseh Education Association President shall be notified of all vacancies as they are announced.
  - c. Vacancies in Extended Professional Services positions may be filled permanently after the position has been posted for five (5) school days.
2. A vacant position that will only last for one year shall be identified as such on Bid Day.
3. When a class is closed and moved to another building, a teacher starting with the most District seniority at that grade level in that building has the first option to move. Choice of movement is based on District seniority in that building and grade. If no one chooses to move, the least senioered teacher must move or bid out at Bid Day.

Teacher assignment will be determined by District seniority if a class is closed or moved. This provision does not apply for one (1) year positions.
4. During the school year, there shall be one (1) Bid Day. This Bid Day shall be held on April 15th, if school is in session; if school in not in session, Bid Day will be on the next regularly scheduled school day. All bargaining unit members will have the opportunity to attend this District-wide meeting where they may bid on vacancies that have occurred during the school year and resulting vacancies created by members moving into vacant positions.
  - a. The primary criteria for filling all teaching positions internally shall be qualification, certification, plus seniority in the Tecumseh School

District. Where qualifications of bidders are equal, vacancies will be filled by the individual with the most seniority in the Tecumseh School District.

- b. All vacant teaching positions shall be filled first by staff applying from within the system before placing someone from outside the District.
  - c. The bid session shall not extend beyond five (5) rounds of bidding. In the event there are staff members still displaced or without assignments, said staff members shall be administratively assigned to any remaining vacancies. If staff still remain without a teacher position, they will be subject to lay off pursuant to Article XI, D.
  - d. Positions that occur after Bid Day, and are filled prior to the first work day of the new school year, are not subject to the bid process.
  - e. Teachers who are on an improvement plan shall not be eligible to bid on any vacancies.
    - f. A new teacher hired for a specific teaching assignment will not be able to bid for a different assignment for the first four (4) years of employment in the District unless the teacher is subject to layoff or the Superintendent approves in advance of the bidding process the opportunity to bid.
  - g. Following discussion with the Association President, the District may exempt (withhold) up to two (2) vacant positions from the bid day process and subsequently post and fill those positions with applicants from within or outside the District whom the District deems to be the most qualified and the most likely to be successful in the position.
  - h. All Extended Professional Service positions are exempt from the bid day process, and vacancies in such positions will be posted and filled first with qualified applicants from within the District. When the District deems an applicant from within the District is not qualified, justification will be made available to the applicant and/or the Association as authorized by the applicant.
5. When vacancies in any teaching positions occur after the close of the April Bid Day, all members shall have the opportunity to notify the Personnel Office, in writing, of their desire to make a voluntary transfer. This written notification must take place on or before the last day of the school year. The District is responsible for notifying interested teachers of vacancies throughout the summer, subject to those teachers having left accurate address/information with the Personnel Office before leaving for the summer.
6. In the event a member interested in a vacancy cannot attend a bidding meeting due to hospitalization, bereavement leave, etc., then he/she shall be able to assign a power of attorney to enable the representative to act on his/her behalf.
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7. If a vacancy in a difficult to fill position occurs during the summer months, then the Board shall send a posting to remaining certified and qualified staff members. Postings may be sent anytime but no later than July 22. Interested staff members shall notify the Board within ten (10) days of the mailing. The definition of difficult positions shall be mutually agreed to by the parties no later than June 1 of each year.
8. When vacancies in Extended Professional Services positions occur during the summer period, Association members shall be notified by letter of vacancies provided those members place six (6) self-addressed, stamped envelopes in the Board office to transmit said notifications and shall be given an opportunity to apply for such vacancies. These vacancies shall be filled as outlined in subsection h above. No summer posting will be permanently filled unless it has been posted five (5) working days.

A teacher who successfully bids due to the cancellation of his/her position shall be entitled to return to his/her former position in the event it is reinstated in the same school year.

A teacher who has to pack up and move rooms within a building or from building to building will receive a stipend of two days of substitute pay.

Special talents or expertise needed for the implementation of a new program, but not found on the School District staff, shall be sought through retraining of existing staff wherever possible.

## **ARTICLE X: Transfers**

Since the frequent transfers of teachers from one school to another, or from one department to another, is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized.

1. The parties recognize that unrequested transfers may be necessary because of assignment or placement of program or classes, changes in student enrollment, changes in curriculum or vacancies created by termination. Furthermore, the parties pledge to work toward avoidance of unrequested transfers.
2. If an unrequested transfer is being considered, the teacher(s) affected may request a meeting with the Building Principal for the purpose of discussing the transfer and request a clarification of the reason(s) for said transfer. The final decision concerning transfers in this section shall be with the Superintendent unless in conflict with other sections of this Contract.

Any teacher wishing to transfer from his/her position within a building or from one building to another within the system must first make application to the Principal or Superintendent of Schools. The final decision shall be the result of a conference between the Principal, Superintendent, and the teacher concerned. The formal voluntary transfer request opportunity shall be provided within two weeks after the spring Bid Day.

## **ARTICLE XI: Reduction in Personnel: Seniority and Recall**

The term seniority as hereinafter used shall be length of continuous service with the Tecumseh Board of Education and in a position which is included in this bargaining unit. Date of hire is defined as the first paid day of work. In the circumstances of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.

A teacher shall lose seniority rights if he/she retires, resigns, or is discharged for just cause. Just cause does not apply to the nonrenewal of a probationary teacher.

Seniority shall accrue for teachers on various forms of leave and layoff as determined by this Agreement.

In the event of a need to layoff due to decreased student enrollment or shortage of revenue, the Board will not lay off employees who are working in positions requiring teacher certification with valid contracts during the school year. The Board shall provide written notice to the teacher to be laid off sixty (60) calendar days prior to the first scheduled day of classes of the following school year.

1. First-year probationary teachers shall be laid off first by using the following order:
  - a. Certification and qualification
  - b. Seniority

When certification is relatively equal, layoffs shall occur in inverse order of seniority for first year probationary teachers.

2. Second-year probationary teachers shall be laid off in accordance with D.1. above.
3. Third-year probationary teachers shall be laid off in accordance with D.1. above.
4. When all probationary teachers in positions for which there are available certified and qualified tenure teachers have been laid off, tenured teachers shall be laid off by using the criteria below in the following order:
  - a. Certification and qualification
  - b. Seniority

If for any reason the Board anticipates a layoff of staff for the following school year, prior to taking formal action, it shall notify the Association of said layoff.

In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those employees who are working in a position requiring teacher certification possessing current teaching certificates with the longest period of service in the School District, who are certified and qualified to teach in those areas or disciplines to be preserved. When a position or discipline is eliminated because of the aforementioned

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need for a reduction in personnel, a teacher who would be subject to layoff would be entitled to "bump" the teacher in the system with the lowest seniority in another area or discipline if the original teacher has greater seniority with the District than the teacher to be "bumped" and the original teacher possesses the necessary certification and qualification in the area or discipline in which the teacher is to enter. This paragraph relating to reduction of personnel would include the summer period of any year in which this Agreement remains in effect.

A tenure teacher while on layoff who completes the requisite number of hours to earn a major or minor in subject areas different than the teacher possesses, or who obtains additional certification and is qualified may bump a probationary teacher between school years based on tenure status but may not bump another tenure teacher regardless of seniority. Such bumping shall not become effective until the start of classes for the following school year. Teachers who desire to exercise their bumping rights under this section shall notify the Superintendent in writing no later than June 1st. Teachers who receive a layoff notice following the school year shall not lose their fringe benefits or salary over the summer months afforded them under this Agreement and individual or supplemental contracts.

When a teacher is laid off, his/her individual contract shall terminate and the Board shall have no obligation for any salary payments or fringe benefits after the effective date of the layoff.

Any certified employee on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the bargaining unit who are laid off, unless there are no laid off teachers with proper certification and qualification to fill any vacancy which may arise.

The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. Personnel shall have ten (10) days after receipt of said letter to notify the Board of their intentions. Failure to respond within the time limit shall result in termination of all employment rights. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. A list of teachers indicating their seniority and certification shall be published by the Superintendent and provided for the Association by October 1st.

Laid off probationary teachers shall have a right of recall for a period of two (2) years. Laid off tenure teachers shall have a right of recall for a period not to exceed three (3) years following the effective date of lay off. The recall position will be no less than equal to the former teaching position.

A tenured teacher refusing an offer of recall to a position for which the teacher is certified and qualified will result in the teacher being deemed a voluntary quit and thus forfeiting any right of recall in the future.

If, however, a laid off tenure teacher is employed under contract by another Michigan school District, he/she will not forfeit recall rights and will continue to be eligible for recall during the three (3) year period following the effective date of layoff.

Definition: The term teacher in this section shall refer to employees who are working in a position requiring teacher certification.

For purposes of this Agreement, the term “Qualifications” shall be defined to mean meeting all applicable “highly qualified” requirements of the No Child Left Behind Act and implementing state and federal regulations and also as follows:

1. The teacher must satisfy State of Michigan Department of Education certification requirements, and accreditation requirements of the North Central Association as revised and/or amended.
2. For a senior high school position (grades 9-12), a teacher shall be considered qualified to teach in his/her major or minor field of study, which shall be evidenced by endorsements on the teaching certificate.
3. For grades 7-8, a teacher shall be considered qualified to teach in his/her major or minor field of study. Staff having grades 7-8 teaching experience in the subject matter within the past three (3) years shall be grandparented in position.
4. For grades K-6, a teacher shall be considered to teach all subjects except in the disciplines of art, gym and music. Librarians must possess a minimum of a minor.
5. The teacher will have verified his/her formal training by an endorsement from the appropriate state agency through his/her degree granting institution.

If a laid off teacher is hired to fill a temporary vacancy created by a teacher on an authorized leave, then the teacher shall be paid in accordance with his/her position on the salary schedule. The laid off teacher will continue to retain his/her right to recall under the terms of the Contract.

## **ARTICLE XII: Leaves Of Absence**

Acceptable reasons for Leave of Absence with pay are personal illness or injury, quarantine, and serious illness, or death in the immediate family of the teacher.

"Immediate family" is interpreted to include father, mother, sister, brother, husband, wife, child, parent-in-law, son-in-law, daughter-in-law, grandparent, or any other member of the family or household who has clearly stood in the same relationship with the teacher as any of the above. This leave with pay shall be deducted from the accumulated leave of the teacher with the following exceptions:

1. Leave for death of spouse, parent, parent-in-law, grandparent, sibling, children, or sibling-in-law shall not be charged to accumulated sick days, providing such leave does not exceed five (5) days per occurrence.
2. Leave of up to two (2) days, if needed, shall be granted to attend the funeral of a niece, nephew, aunt, uncle, first cousin, or close personal friend and not be deducted from the accumulated leave with pay of the teacher.

3. Documentation may be required in any of the preceding instances referenced in Sections 1 and 2 above.

The Superintendent must be notified and arrangements made with the Principal for leave with pay. Members' leave days will be noted on their pay stubs at least twice a year, on the first paycheck of the school year and again at mid-year.

1. Leave with pay for three (3) days of illness or less will require no doctor's certificate unless abuse is indicated.
2. Leave with pay of more than three (3) days may require that a doctor's certificate be presented to the Superintendent.

Leave days are to be used for illness and for business that cannot be conducted outside the normal school hours.

Leave days shall not be used for religious purposes, for hunting, for fishing, for other recreational and/or leisure activities, or for seeking other employment unless the teacher is being laid off. Leave days shall be construed to include but not be limited to illness, attendance by a teacher at any teacher conference involving his/her child in kindergarten through twelfth grade and shall further include attendance by a teacher at any academically related program in which the teacher's child or children are directly involved in as participants. Leave days, other than that for illness, must be taken in increments of not less than one-half (1/2) day, unless the time taken would not require the District to hire an outside substitute. Absences of less than a half-day may only be taken if the teacher makes arrangements to have another staff member cover the absence either with or without compensation. If the absence is of cost to the District, the individual will be deducted leave time. With either of the two options, prior notice shall be given to the Building Administrator. Teachers desiring to use leave days, other than that for illness, shall notify the building Administrator and the Superintendent in writing at least three working days in advance of the anticipated absence except in case of emergency. With the exception of days for illness, "Leave Days" may not be used the day before or after a holiday, unless prior approval is obtained from the Superintendent. No more than ten percent (10%) of the teachers in any building may be absent for reasons other than illness on any given day without prior approval of the Principal and Superintendent.

**Jury Duty/Subpoena.** A leave of absence will be granted a teacher called for Jury Duty. The Board agrees to pay the teacher's daily salary with the condition that the daily jury or witness fee (when subpoenaed) paid by the court, excluding mileage, be paid to the District and providing such evidence is presented to the Superintendent's office in writing for each day on which the teacher reports for or performs Jury Duty. However, if the teacher is testifying against the District in a case brought by the teacher against the District or by the Association against the District, the Association will reimburse the District for the cost of the substitute, including retirement and FICA.

Leave with pay shall be computed for a twelve-month period beginning with the first work day.

Any teacher desiring a leave of absence heretofore described or a leave of absence for other reasons not mentioned shall apply in writing to the Superintendent indicating the period of proposed absence and the reason therefore. Approval of all extensions of vacations and extensions

for any other reason shall be discretionary with the Superintendent or Board with full loss of day's pay. If the leave is approved, the approval shall indicate the period of absence, whether it is with or without pay, whether or not it will be charged against sick leave, and whether the teacher shall receive credit on the salary schedule.

#### Extended Leave.

1. Any teacher who has been afflicted with extended personal illness may be granted a leave of absence up to one (1) year upon written application therefore. Such application must be accompanied by a physician's certification of recommendation supporting same. Such leave shall be without pay and without increment advancement. The Board may, at its expense, require a medical examination as a prerequisite to reinstatement after any such leave.
2. The teacher will be returned to the position the teacher occupied prior to the beginning of the leave, provided the leave does not exceed one (1) given school year and the teacher made the request in writing at the time the leave began.
3. The teacher must return only at the beginning of the semester unless changed by mutual agreement between the teacher and the Superintendent.
4. The Board may extend the leave up to one (1) additional year.
5. The teacher shall notify the Superintendent or his/her designee in writing by April 1st of his/her intention to return to work.

#### Miscellaneous

1. Any teacher who has been granted an extended leave of absence with or without pay for up to one year in duration will be returned to the position the teacher occupied prior to the beginning of the extended leave.
2. Any teacher who has been granted an initial extended leave of absence with or without pay and is granted a subsequent leave of absence will be assigned a position for which the teacher is certified and qualified to teach. The assignment will follow the seniority provisions as defined in Article XI, Reduction in Personnel: Seniority and Recall and any other pertinent provisions of the current Master Agreement.

#### I. Sick Bank

##### 1. Application Procedures

- a. Secure an application form from the Tecumseh Education Association (TEA) President.
  - b. Complete the application form with the physician's statement and his/her personal signature (not stamp).
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- c. Return the application form to the TEA President.
- d. Complete the above as quickly as possible as the Sick Bank Committee must be convened to act on the application and the Personnel and Payroll offices need time to process the application and make payment to the applicant.
- e. Applicants must reapply by filling out a new form every thirty (30) calendar days. The form is the applicant's responsibility and necessary in order to receive continued benefits.
- f. The use of the Sick Bank is a negotiated benefit of each employee. With this benefit comes the responsibility of the employee to send his/her physician's statement by the 25th of each month. Failure to comply with this procedure may interrupt or delay your pay schedule.

2. Sick Bank Policies and Procedures

- a. Newly-hired bargaining unit members shall contribute one (1) sick day from his/her own accumulation at the beginning of his/her initial year of employment. The maximum number of accumulated days in the Sick Bank is not to exceed two hundred thirty (230) at any time. The Association has the right to assess each member one additional day, if the Sick Bank falls below fifty (50) days in any given year. Members of the bargaining unit will be notified if any additional assessment is necessary. Membership in the Sick Bank is not voluntary. All bargaining unit members must contribute to the Bank.
- b. No Sick Bank days shall be used until an application form is completed and approved by the Committee according to the written "Application Procedures" above. If an employee is incapable of completing the form, a spouse, friend, or representative should submit the application form to the Committee according to the written "Application Procedures" above.
- c. The Committee reserves the right to require sufficient medical evidence and/or documentation to substantiate an illness or injury requiring the use of days from the Sick Bank and absence from work.
- d. Requests for an extension of the original days granted must be submitted to the Committee ten (10) calendar days prior to the expiration of the grant for re-evaluation with sufficient medical evidence and/or documentation to substantiate the need for additional days.
- e. The Committee reserves the right to deny use of Sick Bank days, but any such denial shall be for reasonable and just cause.

The employee or his representative may appeal any denial of requested Sick Bank days to the following bodies and in the following order:

1. Sick Bank Committee – First appeal level
2. TEA Executive Board – Second appeal level

The Sick Bank Committee and Board of Directors may reverse or uphold an earlier decision. The decision of the Sick Bank Committee or TEA Executive Board is not subject to the grievance procedure.

- f. The TEA Sick Bank days can only be used to carry the employee through a maximum of thirty-five (35) days disability or the date at which the employee is eligible for Long-Term Disability (LTD) Insurance coverage as provided for in Section A.1. of Article XXV of the Master Agreement, whichever occurs first. In no case can Sick Bank days be granted for more than thirty-five (35) days per continuing illness.
  - g. Separate application forms are required for LTD, Retirement, Social Security, and Workers Compensation benefits. It is the responsibility of the employee to make these separate applications. Employees are sometimes eligible for disability benefits from Workers Compensation Insurance. If an employee applies for Workers Compensation Insurance, he/she would not be eligible to draw from the Sick Bank while the case is pending.

Employees are sometimes eligible for disability benefits from the LTD Insurance, Retirement Board, Social Security Fund, and Workers Compensation Insurance. The addresses and phone numbers of these sources are available from personnel. The responsibility to request this information rests with the employee or his/her representative.
  - h. Employees may seek advice from the TEA Sick Bank Committee as to Sick Bank procedures, policies and benefits; LTD, Retirement, Social Security, and Workers Compensation procedures and benefits and advantages of taking unpaid sick leave or retiring.
  - i. Employees cannot draw Sick Bank days during the summer recess (June, July, and August) or periods when regular school is not in session, unless the employee would have normally been employed as a teacher during this period on an involuntary basis. This means that if an employee is required to work during the summer for the Tecumseh School District, then the employee shall be eligible for use of Sick Bank days upon approval by the Sick Bank Committee.
  - j. An employee must use his/her own sick days before he/she is eligible for Sick Bank days.
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- k. The five (5) consecutive work day waiting period required shall apply to any one (1) disability. Only one (1) waiting period of five (5) consecutive work days shall be required for each disability.
- l. A maximum of thirty-five (35) days may be used from the Sick Bank for any illness per school year per school calendar.

Application for these days shall be made to the Sick Bank Committee on the appropriate form when the illness or “necessary care” commences with notification provided as days are used.

- m. The Committee reserves the right to require substantiation of regular treatment for the disability.
- n. Sick Bank days can only be used commencing five (5) workdays after the first teacher report day of school.
- o. To be eligible for use of Sick Bank days, an employee and his/her physician shall certify, in writing, that he/she could not have the medical treatment or operation during the summer or just prior to the end of school. That is, the employee shall postpone all treatment to non-work periods whenever possible, especially elective surgery.

3. Sick Bank Committee Structure, Policies and Procedures

- a. The Sick Bank Committee shall consist of at least three (3) but not more than five (5) TEA appointed voting members and a non-voting Administrative representative. Adoption of Policies and Procedures shall be by a majority vote of the Committee present.
- b. Approval or denial of requested days from the Sick Bank shall be by majority vote of those Committee members present.
- c. Roberts’ Rules of Order, Newly Revised, may be invoked by any member of the Committee for the conduct of committee business.
- d. The TEA Executive Board must ratify any Committee approved procedures.
- e. The Committee Policies and Procedures shall be given to each employee represented by the TEA at least once a year and additional copies shall be available from the TEA office upon request of employees.
- f. Records shall be kept of all Committee meetings and decisions with copies at both the TEA office and Personnel office.

- g. Any Committee member, including the administrative representative, can call a Committee meeting after advance notice of twenty-four (24) hours to all Committee members.
- h. The Committee shall report quarterly to the TEA Executive Committee and TEA Executive Board on the number of Sick Bank days used, the status of the Sick Bank, and any other relevant information.
- i. The Sick Bank Committee may assess each staff member a maximum of one (1) additional day, if all the Sick Bank days are depleted or it appears they will be. The days may be assessed against the following year, if necessary, to avoid teachers losing pay during the current year due to a late assessment.
- j. The Sick Bank Policies and Procedures shall be reviewed for possible revision annually.

### **ARTICLE XIII: Maternity Leave**

- A. Maternity and/or paternity leaves without pay are available to all employees. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board.
    - 1. Paternity leave without pay is available to either (only one at a time) female or male employees for purposes of adoption. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board.
    - 2. When sick leave is not being utilized, fringe benefits shall continue up to thirty (30) days without cost to the employee subject to applicable FMLA requirements. Thereafter, the employee shall assume the cost of fringe benefits.
  - B. In order to obtain a maternity leave, the teacher shall request said leave in writing of the Board at least sixty (60) days prior to the expected date of birth. Said request shall be filed with the Superintendent of Schools, along with a statement of pregnancy from the teacher's physician. The request shall specify the beginning and ending date of the leave and be accompanied by her physician's statement that there is no medical reason why the employee cannot continue to perform service until the beginning date of the leave.
  - C. The Superintendent, on behalf of the Board of Education, and the teacher, with the recommendation of the teacher's physician, will meet and agree upon the beginning and ending dates of the maternity leave. As nearly as possible, the beginning date of the leave of absence should conform to a normal break in the school year. A maternity leave must begin no later than the date of birth.
  - D. A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave granted by the Board in cases of stillbirth or miscarriage; however, the Board of Education reserves the right in its sole discretion to approve accelerated termination of maternity leave on the basis of each individual case. The employee shall be eligible to return from maternity leave upon filing a physician's
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statement. The employee shall request a prospective termination date of the leave of absence at the time of request for the leave.

- E. Failure to return from maternity leave on the date specified in said leave application shall be conclusively deemed a resignation. A teacher may make application to the Board of Education for an extension due to extenuating circumstances.
- F. Failure to apply for a maternity leave as hereinabove specified may result in termination of employment when the employee can no longer perform the required duties.
- G. In addition to the above provisions for unpaid maternity leave, a pregnant employee shall have the right, if she so desires, to receive accumulated sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood this shall not include normal child care. The following provisions which are consistent with other like paid leaves shall apply:
  - 1. The pregnant employee shall be expected to perform all normal and reasonable duties required by her teaching assignment.
  - 2. For all sick leave days claimed the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her professional responsibilities.
  - 3. The employee shall make necessary arrangements with the Administration in advance to maintain program continuity during her absence.
  - 4. The employee shall be entitled to return to the same position or a position for which she is deemed qualified by the Administration.
  - 5. The employee and the Superintendent shall clarify in writing the status of her teaching position prior to the beginning of the leave.
  - 6. The teacher shall notify the Superintendent or designee in writing by April 1st of her intention to return to work.

#### **ARTICLE XIV: Sabbatical Leave**

- A. Teachers who have been employed in the system for a period of at least seven (7) years may be granted a sabbatical leave for one (1) year. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority, and status. Any period spent on sabbatical leave shall be treated as teaching service for the purpose of applying the salary schedule set forth in Article XXIV of this Agreement.

Sabbatical leave shall be defined as leave for professional advancement or educational travels.

Sabbatical leave shall be granted under the following conditions:

1. Compensation is limited to the credit hours earned at the rate set forth in the graduate credit reimbursement clause of this contract.
2. Only two (2) teachers a year can qualify.
3. Application must be made by April 1st the year prior to the leave with the Superintendent.
4. In case of more than two (2) teachers applying in any given year, seniority based on the teaching base salary schedule shall be used to determine who shall qualify.
5. The teacher shall notify the Superintendent or designee in writing by April 1st of his/her intention to return to work.

#### **ARTICLE XV: Notice of Resignation/Retirement**

- A. Written resignations must be given to the Board office not later than March 1 of the year in which the teacher wishes to resign. If a teacher submits the written resignation by March 1, the teacher will be paid One Hundred Dollars (\$100). This notice may be waived due to extenuating or unusual circumstances which have prevented the person making the decision prior to the March 1 deadline.

#### **ARTICLE XVI: Evaluation**

- A. The Association and Board recognize and agree that constructive evaluation of the school operation is necessary and consequently recognize that the stage for evaluation must be set with the proper spirit in order to create a quality evaluation program. A high quality system of evaluation will require self-evaluation, evaluation by another member of the profession, and an oral discussion following all evaluations. A Building Administrator will conduct a pre-observation conference.

In order to be constructive, all evaluations shall provide pertinent suggestions for improvement (if necessary). All observations of work of a teacher shall be conducted openly and with the knowledge of the teacher. The interviews regarding a teacher evaluation must take place within ten (10) days following the observation. The instrument of evaluation shall be that developed by the Administration and the Association.

1. The professional ability of all probationary teachers shall be evaluated in writing in accordance with the requirements of the Michigan Teacher Tenure Act, as amended.
  2. The professional ability of all tenure teachers shall be evaluated at least once every three years in writing by the Building Principal, Assistant Principal, or administrative Supervisor.
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3. Observation sessions shall be at least thirty (30) minutes in length. Usually these observations shall not be conducted earlier than two (2) weeks after the commencement of the school year, nor later than two (2) weeks prior to the end of the school year. Observers shall use discretion concerning reasonable timing for observations. Observations will not be conducted on school working days one week prior to winter and spring breaks.
4. Two (2) copies of the written evaluation shall be submitted to the teacher at the time of the personal interview regarding the evaluation, which must take place within ten (10) days of the visitation or jointly agreed to television taping session; one (1) copy is to be signed by the teacher and returned to the Administrator and placed in the teacher's file and the other copy is to be retained by the teacher.
5. If an Administrator believes a teacher is doing satisfactory work, a discussion will take place in the interview reinforcing the strengths of the teacher's performance.
6. Should a teacher's evaluation be unsatisfactory, the Principal shall place the teacher upon an Individualized Development Plan which shall be in writing and shall:
  - a. identify with particularity the area(s) of deficiency,
  - b. make suggestions for improvement with specific goals to be met,
  - c. identify specific time limits which shall be reasonable in which to achieve the goals,
  - d. list additional duties to be required of the teacher which may include observation of model teachers, submitting to observation by other critic teachers, or Administrators, additional classes to attend to assist in improvement or additional reading materials, and other means and methods to effectuate improvement.

The Principal shall set forth a schedule of conferences during the period of the program to review the progress of the teacher improvement. Each conference shall be summarized in writing within two (2) work days, a copy of which shall be given to the teacher and a copy retained by the Principal. It is understood that the Individualized Development Plan is a joint responsibility of the teacher and the Building Principal and that each party has a duty to perform their respective roles to the very best of their ability. Communication between both parties is essential. The teacher placed on an Individualized Development Plan must realize that he/she is not performing satisfactorily and that continued performance at old levels is not acceptable and may result in the loss of employment if improvement does not occur. The Principal must realize that specific identification of problem area(s) and specific ways to improve and continued encouragement to improve are essential to effectuating improvement.

A teacher who successfully completes an Individualized Development Plan may request that it be permanently removed from the personnel file four years after successful completion provided deficiencies identified do not reoccur.

If the teacher does not improve within that time period set forth in the Individualized Development Plan, the Principal shall set forth his recommendation in writing a copy of which shall be given to the teacher at least within five (5) days of the conclusion of the Program.

7. Should the teacher believe the evaluation to be unjust, the teacher may write an addendum to the report, in duplicate form, in which he/she may place additional factors considered to be relevant to the evaluation. One (1) copy of this report shall be attached to the original evaluation report and placed in the teacher's file and the other copy is to be signed by the evaluating Administrator and returned to the teacher.
  8. The Board and the Association recognize that teaching responsibilities are not limited to classroom instruction and therefore appoint 3 members each to a committee to study, review, and revise the existing District-wide evaluation instrument or to develop a new instrument. The committee may consider such factors as: promptness on duty, relationships with students and parents based on the role of the teacher, classroom management, absenteeism rate, and attendance at required meetings. The Evaluation Form is Appendix G.
  9. Grades or test results will not be tied to teacher evaluation unless those grades or test results represent an abrogation of professional responsibilities.
  10. A personnel file shall be established for each teacher and upon request the file may be reviewed by the teacher. The personnel file shall contain these items of information:
    - a. A copy of certified copy of birth certificate
    - b. A transcript of academic records
    - c. Teacher's certificate
    - d. Signed evaluation reports
    - e. Tenure recommendations
    - f. Reference recommendations
    - g. Any letter of reprimand issued to the employee. Said letter(s) will at the request of the employee be purged after four (4) years time unless the reprimand relates to unprofessional conduct or misconduct.
    - h. Employee's application for employment
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- i. Employment contracts
  - j. Leave requests
  - k. Transfer requests
  - l. Layoff and recall notices
11. If a teacher believes that the evaluation procedure has not been followed, the teacher may file a grievance pursuant to the grievance procedure. However, a teacher may not grieve the content of an evaluation.
12. Teachers, whose services are being considered for termination under the provisions of the Tenure Act, may, in addition to the tenure law, request a classroom evaluation by the Superintendent of Schools and receive a written report from him/her, relative to this observation and evaluation. A teacher being considered for release has a right to counsel and the Association may assist said teacher.

## **ARTICLE XVII: Protection Of Teachers**

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that beyond the scope of mainstreaming principles, a teacher may not fairly be expected to assume the role of a teacher for emotionally impaired students.

Teachers complying with Board rules and regulations and who are acting in the line of duty, with respect to maintenance of control and discipline in the classroom and other school activities, shall be given support and assistance by the Board. Teachers recognize a mutual responsibility for the enforcement of school law, order, and policies. Therefore, in all cases, the teacher shall follow the established disciplinary process as promulgated by the Building Administrator. Whenever it appears to the classroom teacher that a pupil and/or pupils require the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, a recommendation may be submitted to the Administration and they shall take appropriate action.

- B. Any case of assault (physical and/or verbal; civil and/or criminal) upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, providing the teacher has followed the measures prescribed by this Contract and the written Board of Education Policies and if the assault is job related.

- C. Time lost by a teacher in connection with any incident mentioned in this Article shall be paid at his/her regular contracted rate.
- D. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be individually liable to pupils and/or parents for injury in case of negligence.
- E. Any specific complaints, which warrant investigation, toward a teacher shall be called to the teacher's attention and the complainant identified and the complaint specified before disciplinary action is taken.
- F. It is understood that a teacher exercising sound professional judgment in recommending the retention of a student shall be supported by the Administration.

#### **ARTICLE XVIII: Calendar**

- A. **See APPENDIX H.** "School Calendar"
- B. Snow days and required student instruction time and professional development time shall be made up in accordance with the rules and regulations of the State. In the event there are changes by the State, then the changes shall be given immediate effect. However, the Board reserves the right to make up all days cancelled due to conditions beyond the control of the District if student instructional days drop below 167.
- C. Notwithstanding any other reference in this Agreement to the contrary, the number of contracted teacher days and instructional clock hours for the life of this Agreement shall be negotiated annually between the Board and TEA and shall not be less than is required by State law.
- D. Elementary staff shall have an additional ½ day for records day, each semester, and that day shall coincide with one of the scheduled semester exam days in the High School.
- E. Elementary staff shall have input into the scheduling of activities of two (2) of the five (5) Professional Development Days.

#### **ARTICLE XIX: Professional Grievance Procedure**

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
  - B. **Level One**  
In the event of a grievance, the allegedly aggrieved party shall file with the Building Principal (or immediate Supervisor) the Grievance Form (Appendix A) within ten (10) school days of the occurrence, or knowledge of the occurrence, indicating the exact
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nature of the grievance and the date that the grievance occurred. This form, which is available from the Association Representatives in each building, shall be signed by the grievant and/or the Association Representative. The Building Principal shall then present the aggrieved party with a signed and dated acknowledgment of the receipt of the grievance.

The aggrieved party shall then discuss the grievance with his/her Building Principal, either personally or accompanied by an Association representative, at a mutually agreeable time during the teacher's conference or planning hours and/or before or after school within five (5) school days after the Building Principal received the grievance. The Principal shall indicate his/her disposition of the grievance in writing within five (5) school days of this discussion and shall furnish a copy thereof to the grievant and the Association.

As both parties recognize that formal grievance procedures are not conducive to the Administration-teacher cooperation which is required by the educational process, both parties will make a good faith effort to settle disputes at this level.

C. **Level Two**

If, as a result of the disposition of the Building Principal, a grievance still exists, the aggrieved party may appeal to the Superintendent within five (5) school days after receipt of the Principal's disposition, or if no disposition has been made within five (5) school days of the meeting (or ten (10) school days from date of filing whichever shall be later) through the Association on the form set forth in Appendix A. A copy of the signed grievance form shall be delivered to the Superintendent or a representative designated by him. If the grievance involves more than one school building, the same procedure shall be followed.

- D. Within five (5) school days of receipt of the grievance, the Superintendent or his/her designee shall meet with the Association in an effort to resolve the grievance. The Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.

E. **Level Three**

If the grievant or the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee or no disposition has been made within five (5) school days of such meeting (or ten (10) school days from date of filing whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than thirty-five (35) calendar days thereafter. A copy of such disposition shall be furnished to the Association.

F. **Level Four**

If the Association is not satisfied with disposition of the grievance by the Board, the grievance may be submitted to binding arbitration before an impartial arbitrator. Only

the Association, not an individual grievant, may appeal to arbitration. The decision to submit the grievance to arbitration must be made within ten (10) school days and communicated to the Board within the next five (5) school days. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date that arbitration will be pursued, within five (5) school days thereafter the Association shall file a demand for arbitration with the American Arbitration Association with a copy to the Superintendent and the person shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties and the employee agree to be bound by the award of the arbitrator.

- G. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.
  - H. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged (except for nonrenewal), the person shall be reinstated with full reimbursement of all professional compensation lost. If the person shall have been found to have been improperly deprived of any professional compensation, the same or its equivalent in money shall be paid to the person. The nonrenewal of a probationary teacher; the nonrenewal of employment of a person in an extra-duty assignment; and the content of evaluations shall not be arbitrable. With respect to any grievance brought by, or on behalf of, a probationary employee, which involved discipline, work performance, and/or termination, the grievant and/or Association shall bear the burden of proof in any arbitration proceeding involving said grievance.
  - I. The time limits in this Article shall be strictly observed but may be extended by written agreement of the parties. Any grievance not appealed to the next step of the grievance procedure as specified herein shall be considered closed. If the Board fails at its level to answer the grievance in writing in the stated time period, except as provided in this Article, the grievance may be advanced to the next step. If the Association or a teacher fails to appeal any reply to a grievance within the stated time period, the grievance shall be considered closed in accordance with the Board's answer. The Association or a teacher reserves the right to decline to take any grievance to the next step of the grievance procedure and its action or actions in doing so shall thus be considered final and binding on all parties to the grievance.
  - J. The Association shall have the right to initiate a grievance involving the right of a teacher or a group of teachers.
  - K. The arbitrator shall not imply obligations and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board. The arbitrator shall have no power to decide any question which under this Agreement is within the responsibility of management to decide. In rendering a decision, the arbitrator shall give due regard to the responsibility of management and shall construe the Agreement so that there will be no
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interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

The arbitrator shall have no authority to award damages beyond the amount of wages that the employee would otherwise have earned. Any back pay award shall be reduced by any compensation received by a bargaining unit member during the time that he/she would otherwise have been working for the District, including unemployment compensation.

## **ARTICLE XX: Miscellaneous Provisions**

- A. This Agreement shall supersede any rules, regulations or practices or inconsistent terms contained in any individual contract heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- B. The expense of printing copies of the Agreement shall be shared equally by the Board and the Association.
- C. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions 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.
- D. In the kindergarten through 12th grades, there will be two (2) parent-teacher conference periods established, in which any parents may participate, but in which all parents of pupils failed or recommended for retention by the teacher must be contacted and a conference scheduled if possible.
- E. All teachers of kindergarten through 12th grades shall be given two (2) one-half days release time in the fall and two (2) one-half days release time in the spring in exchange for scheduled parent-teacher conferences. Conferences will be scheduled according to the annually negotiated District calendar.

Spring conferences will be held during one (1) afternoon and two (2) evenings followed by two (2) one-half days released time; one being on the Friday following the last conference day and one being the day preceding Spring Break. Teachers assigned to more than one building who attend additional conferences and open houses as a result of these multi-building assignments, shall receive an additional one-half day in compensatory time off.

- F. Staff meetings (K-12) shall not be scheduled on Records Day unless by mutual agreement.

- G. **EQUALITY OF APPLICATION**

The provisions of this Agreement and the wages, hours, terms, and conditions of employment described herein shall be applied without regard to race, creed, religion, color, physical impairment, national origin, age, sex, marital status or membership in or association with the activities of any employee organization.

- H. Teachers shall wear appropriate professional attire while on duty and working for Tecumseh Public Schools.

### **ARTICLE XXI: Responsible Teaching**

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights and to instill appreciation of the values of individual personality through responsible, professional teaching consistent with Board policy, approved curriculum, and the law.

### **ARTICLE XXII: Department Chairperson, Secondary**

- A. The teachers in any department of the High School or the Middle School shall nominate a department chairperson. (A department consists of two (2) or more teachers in the same subject field.) This chairperson shall be selected by mutual agreement of the members in the department and Building Principal.
- B. For purposes of pay for the department chairperson, department shall be defined by the number of persons in the department. A person shall be considered to be in only one department based upon the number of hours in his/her major teaching area. If a member is assigned an equal number of classes in two departments, then his/her earned degree shall determine which department he/she is assigned for these purposes.

### **ARTICLE XXIII: Mentor Teacher Program**

- A. The Mentor Teacher shall be a current or retired member of the bargaining unit or associated with Tecumseh Public Schools as a certified teacher/counselor.
- B. Each classroom teacher new to the profession who is in his/her first three (3) years in the classroom shall be provided a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentoring program is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.
- C. Mentor Teachers must be tenured, required to undertake training in mentoring, and not currently be on an improvement plan. Training shall be completed by the start of the school year.
- D. All teachers meeting the requirements in Section C above may apply in writing to the Superintendent or designee by the end of the school year to be a mentor for the following year. A Joint Committee of Administrators and bargaining unit members will review the
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applications and award Mentor Teacher status to all eligible applicants, as determined by the committee.

The committee will be composed of four (4) TEA members appointed by the TEA President and three (3) administrative representatives appointed by the Superintendent.

- E. The Joint Committee shall assign each mentee a mentor for a period of up to three (3) years. Teachers hired after the beginning of the school year shall be assigned a mentor prior to their 15th workday. Either the mentor or mentee may sever the relationship without explanation.

In making the assignments of mentor teachers, the Joint Committee will consider that certain characteristics are critical to the role of the mentor teacher. In order to effectively teach, coach, and nurture new teachers, it is expected that the mentor teacher will:

- have demonstrated excellence in teaching;
- have demonstrated excellence in working with adults;
- have participated in professional development to remain current and maintain a high level of expertise;
- be a practitioner in the same certification or specialty area as the new teacher with whom he/she is paired. (It is realized that under some circumstances this may not be feasible);
- be located in the same building. (It is realized that under some circumstances this may not be feasible);
- be an active and open listener;
- be competent in social and public relations;
- be trained to mentor or will commit to being trained as well as commit to implementing the role effectively;
- be knowledgeable of human and other resources that can assist the new teacher.

- F. Because the purpose of the mentor/mentee match is to acclimate the new teacher and to provide necessary assistance toward the end of quality instruction, the parties agree that the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor or the new teacher.

- G. The Joint Committee will develop parameters for responsibilities of mentors and mentees, including but not limited to the following:

1. Demonstrate effective instructional techniques to the mentee.
2. Interact a minimum of 5-10 times per month with the probationary teacher to provide assistance in the following areas:
  - a. Curriculum and instructional strategies
  - b. Organizational skills
  - c. Classroom organization and management techniques
  - d. Diagnosing learner needs and differences
  - e. Assessing student progress

- f. School culture
  - g. Record keeping
  - h. Assessing mentee's needs
  - i. Legal issues affecting classroom practice
  - j. Parent/guardian and teacher interaction
- H. Mentor Teachers shall be provided with training in the mentoring process. CEUs may be granted for mentoring and mentor training pursuant to the Act as amended.
- I. Mentors will be compensated at 3% of BA Base in their first year as a mentor, 2% in the second year and 2% in the third year. Mentors and mentees will be allowed up to four (4), one-half (1/2) days per year for release time, as scheduled by mutual agreement of the affected teachers and Administrators. The Administration will provide a substitute during that time. Whenever practical, the mentee shall be assigned common preparation time.
- J. The Joint Committee will not normally approve a split mentorship (two mentors for one teacher) but may do so when unique circumstances warrant it. In such cases, the dual mentors shall split the fee equally unless otherwise agreed to by the mentors and approved by the Joint Committee.

#### **ARTICLE XXIV: Salary Schedules**

- A. Credit for the BA+35 and MA+35 shall only be granted for approved hours. Approved hours may include those in an advance degree program in education beyond the bachelor's degree, hours of graduate credit, or equated continuing education units that will increase the teacher's understanding of educational psychology, improve facility in teaching technique, and/or broaden experience in subject fields. For new employees, past hours shall be reviewed and be subject to approval by the Superintendent or his/her designee. Hours shall be submitted for prior approval to the Superintendent or his/her designee in order to receive credit for salary schedule placement.
- B. In the event there is a change by the State in the method of financing schools over the life of this Contract, then the parties agree to re-open the salary schedule for the purpose of renegotiations.
- C. Compensation for an advanced degree or additional hours which satisfy the +15 or +35 hour levels contained in the Salary Schedule shall begin following written notification that the additional hours or degree have been completed. This compensation shall begin as of the start of the next school year.
- D. Teachers employed in Tecumseh who have previous teaching experience or military service in the Armed Forces of the United States may be granted on the schedule up to a limit of six (6) years for any or all such experience at the sole discretion of the Administration. Credit for the above experience shall be computed to the nearest half year. No teacher may receive credit for more than five (5) years of military service. This provision will not affect any teachers presently on staff.
-



- E. The word "maximum" as used in this salary schedule shall not include the income earned by taking charge of Extended Professional Services. Teachers may elect to receive their salaries spread over twenty-one (21) or twenty-six (26) pays. Teachers must exercise their option of receiving their salary in twenty-one (21) pays by executing the proper form in the payroll office no later than June 15. Once the option has been exercised, teachers shall not be permitted to revoke the exercise of their option for that contract year.

**Tecumseh Public Schools – Teacher Contract Salary Schedule  
2006-2007**

<b>STEP</b>	<b>BA</b>	<b>MA/BA+35</b>	<b>MA+15</b>	<b>DBL/MA/ MA+35/SPEC.</b>
1	\$33,665	\$37,116	\$38,971	\$40,920
2	35,348	38,971	40,920	42,967
3	37,116	40,920	42,967	45,114
4	38,971	42,967	45,114	47,370
5	40,920	45,114	47,370	49,740
6	42,967	47,370	49,740	52,228
7	45,114	49,740	52,228	54,840
8	47,370	52,228	54,840	57,584
9	49,740	54,840	57,584	60,462
10	52,228	57,584	60,462	63,485
11	54,840	60,462	63,485	66,660
Longevity	16th	21st	26th	31st
	2,368	1,692	2,368	1,692
16-20	57,208	62,830	65,853	69,028
21-25	58,900	64,522	67,545	70,720
26-30	61,268	66,890	69,913	73,088
31-	62,960	68,582	71,605	74,780

For the 2006-2007 school year, teachers also receive a 1% off schedule payment.

**ARTICLE XXV: Benefits**

- A. Teachers who are regularly scheduled full-time shall receive in addition to their base salaries the following insurance. The Board assumes the responsibility of contributing toward the premiums for a twelve (12) month period for the employee’s entire family (except LTD and negotiated life insurance which is for the employee only). All other conditions of responsibility will be between the carrier and the employee. Any claims

settled between the employee and the carrier shall not be subject to the grievance procedure.

1. MESSA or equivalent PAK PLAN A – For teachers electing health insurance coverage.

MESSA Choices 2 Health Insurance with a \$10/\$20 drug card rider. Effective July 1, 2007, the employee will pay five percent (5%) of the monthly premium on a pre-tax basis through a Section 125 salary reduction agreement through automatic payroll deduction.

LTD Plan 2

66 2/3%

90 calendar days modified fill

\$3,500 monthly maximum

Social Security Freeze

Alcoholism/drug addiction and mental/nervous same as any other illness

COLA

Delta Dental -- E 006 Class I 80%, Class II 80%, Class III 75%, with \$1,200 MAX.

Negotiated Life -- \$35,000 with AD&D

Vision -- VSP-2

2. MESSA PAK PLAN B -- For teachers not electing health insurance coverage.

LTD Plan 2 (same as above)

Delta Dental - Auto + 008 -- Class I 100/90%, Class II 90%, Class III 90% with \$1,500 MAX.

Negotiated Life -- \$40,000 with AD & D

Vision -- VSP-3

A teacher electing Plan B may apply up to \$300 per month (or up to \$450 per month where eligible) on any of the following options:

- A. Group Hospital Confinement Indemnity Insurance
- B. Group Short Term Disability Income Insurance
- C. Group Long Term Disability Income Insurance
- D. Group Supplemental Term Life Insurance

- E. Group Survivor Income Insurance
- F. Annuity of his/her choice in which the District currently participates.
- G. Receive a cash amount in lieu of health insurance coverage. Employee must elect this option on the MESSA Option All Form, Appendix J.
- H. If forty (40) members or more opt out of the PAK Plan A during open enrollment, the Board will provide a cash contribution of \$450 a month to all affected teachers.

If at anytime the number of teachers opting out of the PAK Plan A reaches forty (40) and subsequently drops below forty (40), the Board will continue the \$450 per month cash contributions for the remainder of the annual enrollment period.

- 3. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted.
  - 4. For teachers working at least one-half (1/2) time, benefits shall be prorated.
- B. Leave with or without pay shall be granted according to the stipulations specified in appropriate sections of this Contract. All contracted teachers shall be credited with twelve (12) Leave Days at the beginning of each successive school year.
  - C. Contracted teachers who possess an excess of eighty (80) days of accumulated leave at the end of any successive school year shall be reimbursed at the rate of Thirty-Seven and 50/100 Dollars (\$37.50) for each day or fraction thereof in excess of eighty (80) days accumulated leave.
  - D. A teacher may elect to draw Long-Term Disability benefits as soon as ninety (90) calendar days have passed or his/her leave days have been exhausted, whichever is greater.
  - E. Teachers, employed prior to September 1, 1967, leaving Tecumseh Public Schools shall be paid in a lump sum at the termination of their contract, one-half of the current substitute teacher's daily rate at the time for each day or fraction thereof of unused leave with pay accumulated up to August 31, 1970.
  - F. Sick leave accumulated by teachers prior to August 31, 1970, shall be paid in a lump sum at the termination of their contract, one-half of the substitute teacher's daily rate at that time for each day or fraction thereof of their unused leave with pay if the termination of their contract meets one or more of the following qualifications: (1) released due to a national emergency (Armed Services); (2) released due to an orderly staff reduction for any reason; (3) released due to reaching retirement age before having achieved the status of having sufficient accumulated leave to qualify for the Long Term Disability program (90 calendar days).
-

- G. Teachers employed after September 1, 1967, shall be paid one-half the substitute teacher's daily rate of pay for those days of unused leave with pay that were accumulated between September 1, 1967 and August 31, 1970.
- H. Teachers leaving the Tecumseh Public Schools who possess an excess of fifty (50) days of accumulated leave shall be compensated at the rate of Thirty-Seven and 50/100 Dollars (\$37.50) per day in an annuity of their choice in a Board-approved program.
- I. Teachers with class loads of five (5) hours per week more than the normal teaching loads as specified in Article VII, Section A of this Agreement shall receive twenty-five percent (25%) of the BA base in addition to their base contracts.
- J. Teachers may not "borrow" leave with pay days which have yet to be earned.
- K. Former teachers returning to teach in the Tecumseh Schools shall receive full credit for years of service in Tecumseh and for outside experience up to the maximums set in the part (A) of this Article.
- L. The District shall provide teachers an appropriate form for teachers to complete for record keeping purposes for plan time compensation. See Appendix D.
- M. The codes used on paychecks shall be available on the District website under finance site.
- N. In addition to other payroll deductions, U.S. Savings Bonds may be purchased through payroll deduction.

#### Teacher Purchase or Re-payment of Retirement Service Credit

- O. The Internal Revenue Code (IRC) Section 414(h)(2) permits Employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, teachers may be allowed to (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or (2) purchase permissive service credit (such as Universal Service credit, maternity/paternity/child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.).
- P. Therefore, in order to permit tax deferral for these additional employee contribution amounts, the Employer shall adopt the payroll resolution attached to this Agreement as Appendix "E" and implement the salary reduction (payroll authorization) agreement attached to this Agreement as Appendix "F" for any teacher willing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest). The teacher that wishes to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of Appendix "F." The teacher shall not have the option of choosing to receive the amounts directly instead of having them paid by the Employer to MPSERS.



<b>ARTICLE XXVI: Extended Professional Services</b>
-----------------------------------------------------

Stipends are a percentage of the BA base and positions may be eliminated due to financial constraints and as approved by the Board of Education.

High School Band Services	8%
Middle School Band Services	4%
High School Band Assistant	3%
Band Camp	\$600.00
High School Choir Services	8%
High School Assistant Choir Services	3%
Middle School Choir Services	4%
Strings HS	4%
Strings MS	4%
Class Sponsors	
Grades 7-8	1%
9-10	2%
11	4%
12	4%

One class sponsor per float will be released from teaching the morning of homecoming parade day, if the parade is held during the school day.

<u>Level I Activities</u>	1.5%
Olympics of the Mind -MS	
Science Olympiad - MS & HS	
Equations Team - MS & HS	
Quiz Bowl - HS	
Safety Patrol Coordinator	
Clubs	
Intramural Sports	
 <u>Level II Activities</u>	 .75%
Math Count - MS	
Quiz Bowl - MS	
Spelling Bee - MS	

Additional activities shall be discussed with the Association prior to implementation and approved by the Superintendent and/or designee. The rate of compensation for additional activities shall be negotiated by the Superintendent and the Association, prior to the implementation.

Guidance Director	6%
 Counselor Extra Days	 Proration of the Counselor's salary on a per diem basis

Paper - MS	2%
Plays	3% per play
Class Night	1.5%
Student Council Director - MS	1.5%
Yearbook	
High School	3.5%
Middle School	3.5%
Extra Classes during conference	25%
Options Alternative High School Leader	8% (splits allowed)
Elementary School Improvement	1% (no more than three (3) per building)
Chairperson of Department (Released time) or 1-4	2% (See Article XXII: Dept. Chairperson)
5-6	3%
7 or more	5%
NCA Chair	8.5%
Substituting, Night School & Summer School	\$30.00 (per hour)

Extended Professional Services for those items not specifically negotiated beyond a standard allowance of the five and one-half (5½ ) hours at \$30.00 per hour.

Chaperoning one dance per school year will be assigned within the 5½ hours per month standard allowance.

## SPORTS

Stipends are a percentage of the BA base.

### High School

Varsity Football	14.4%
Varsity Football Assistant	9.65%
Junior Varsity Football	8%
Freshman Football	8%
Varsity Boys Basketball	14.4%
Junior Varsity Boys Basketball	9.65%
Girls Varsity Basketball	14.4%
Girls Junior Varsity Basketball	9.65%
Freshman Boys Basketball	8%
Freshman Girls Basketball	8%
Wrestling	13.5%
Wrestling Assistant	9.05%
Boys Track	10%

Extra Years
0 - 1
1 - 1.1
2 - 1.2
3 - 1.3
4 - 1.4
5 - 1.5



Boys Track Assistant	7%
Girls Track	10%
Girls Track Assistant	7%
Varsity Softball	10%
Varsity Softball Assistant	4.4%
Junior Varsity Softball	7%
Freshman Softball	7%
Varsity Baseball	10%
Varsity Baseball Assistant	4.4%
Junior Varsity Baseball	7%
Freshman Baseball	7%
Varsity Volleyball	14.4%
Junior Varsity Volleyball	9.65%
Freshman Volleyball	8%
Gymnastics	9%
Cross Country	8%
Boys Tennis	8%
Girls Tennis	8%
Boys Golf	8%
Girls Golf	8%
Fall Cheerleaders	4%
Fall Cheerleaders Assistant	3%
Winter Cheerleaders	4%
Winter Cheerleaders Assistant	3%
Boys Swimming	10%
Girls Swimming	10%
Boys Swimming Assistant	7%
Girls Swimming Assistant	7%
Varsity Soccer	10%
Junior Varsity Soccer	7%
<b><u>Middle School</u></b>	
Boys Middle School Football (2)	5% per team
Boys Middle School Basketball	5% per team
Girls Middle School Basketball	5% per team
Boys Middle School Track (2)	5%
Girls Middle School Track (2)	5%

Girls Middle School Volleyball	5% per team
Middle School Golf (1)	1.5% Intramural
Wrestling Middle School (2)	5%
Boys & Girls Middle School Swimming	5%
Boys & Girls Middle School Assistant Swimming	4%

Any and all athletic teams may be eliminated due to financial constraints and as approved by the Board of Education.

<b>ARTICLE XXVII: Duration of Agreement</b>
---------------------------------------------

- A. All Articles in this Agreement shall be effective as of August 1, 2006, and shall continue in effect through the 31st day of July, 2009. The Salary Schedule shall be re-opened for negotiations for the 2007-08 and 2008-09 school years.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

\_\_\_\_\_  
Lori A. Spotts, President of  
the Association

\_\_\_\_\_  
Jim Berryman, Chairperson of the  
Association Negotiation Committee

\_\_\_\_\_  
Mark Wolfe, President of  
the Board of Education

\_\_\_\_\_  
Michael L. McAran, Chairperson of the  
Board Negotiation Committee

**APPENDIX A  
LCEA/TEA Grievance Report Form**

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

Form Distribution:

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate:

<u>Name of Grievant</u>	<u>Building</u>	<u>Assignment</u>	<u>Date Filed with Principal</u>

**LEVEL ONE:**

A. Date cause of grievance occurred: \_\_\_\_\_

B. 1. Statement of grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Specific Article(s) and Section(s)  
violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Relief  
sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Association Representative: \_\_\_\_\_ Date: \_\_\_\_\_

C. Date received by Principal: \_\_\_\_\_

Signature of Principal: \_\_\_\_\_

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

D. Date of meeting: \_\_\_\_\_

E. Disposition by Principal (including reason(s) if grievance is denied): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Principal: \_\_\_\_\_

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

F. Position of Grievant and/or Association (if appealed to next step, state the reason(s) the Principal's disposition is not acceptable): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_

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

Association position as to Principal's disposition:      \_\_\_ Approval \_\_\_ Disapproval

Signature of Association Representative: \_\_\_\_\_

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

**LEVEL TWO:**

A. Date received by Superintendent: \_\_\_\_\_

Signature of Superintendent: \_\_\_\_\_

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

B. Date of meeting: \_\_\_\_\_

\_\_\_\_\_

C. Disposition of Superintendent (stating reason(s) if the grievance is denied): \_\_\_\_\_

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Signature of Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_

D. Position of Grievant and/or Association (if appealed to next step, state reason(s) why the disposition of the Superintendent is not acceptable): \_\_\_\_\_

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Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

Association position as to Superintendent's disposition:    \_\_\_ Approval    \_\_\_ Disapproval

Signature of Association Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL THREE:**

A. Date received by Board of Education Representative: \_\_\_\_\_

Signature of Board Representative: \_\_\_\_\_ Date: \_\_\_\_\_

B. Date of Board meeting: \_\_\_\_\_

C. Disposition by Board (stating reason(s) if the grievance is denied):\_\_\_\_\_

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Signature of Board Representative:\_\_\_\_\_

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

D. Position of Grievant and/or Association (if appealed to next step, state reason(s) why the disposition of the Board of Education is not acceptable):\_\_\_\_\_

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Signature of Grievant:\_\_\_\_\_

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

Association position as to Board's disposition:                    \_\_\_ Approval    \_\_\_ Disapproval

Signature of Association Representative:\_\_\_\_\_

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

**LEVEL FOUR:**

A. Date submitted to arbitration:\_\_\_\_\_

Signature of Association Representative:\_\_\_\_\_

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

Date received by Superintendent:\_\_\_\_\_

Signature of Superintendent:\_\_\_\_\_

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

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**APPENDIX B**  
**Application for Approval of Courses Form**

It is after April 1 and pursuant to Article IV, Section D, I am applying for approval of courses which I plan to take during the fiscal year (July 1 to June 30) and then apply for tuition reimbursement. Attached are course descriptions for each course.

	College or University	Course Name and Number	Term	Graduate Semester Credit Hours (or term Hours) (not to exceed 18 semester credit hours July 1 to June 30)	Approval or Disapproval
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

\_\_\_\_\_  
 Teacher Name

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date Received by Supt. or designee

\_\_\_\_\_  
 Date of Disposition by Supt. or designee

\_\_\_\_\_  
 Signature of Supt. or designee

**APPENDIX C**  
**Application for Tuition Reimbursement Form**

It is before the end of the current school year and pursuant to Article IV, Section D, I am applying for tuition reimbursement for previously approved courses which I have now satisfactorily completed. Proof of course completion (final grade card) and a receipt for payment of tuition are attached for each course.

	College or University	Course Name and Number	Term	Graduate Semester Credit Hours (or term Hours) (not to exceed 18 semester credit hours July 1 to June 30)	Tuition Cost	Approval or Disapproval	\$ Amount Approved
1.					\$		
2.							
3.							
4.							
5.							
6.							
7.							
8.							
				Total	\$		\$

\_\_\_\_\_  
Teacher Name

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date Received by Supt. or designee

\_\_\_\_\_  
Date of Disposition by Supt. or designee

\$\_\_\_\_\_  
Total amount approved

\_\_\_\_\_  
Signature of Supt. or designee



**APPENDIX D**  
**Tecumseh Employee Planning/Compensation Time Pre-Approval Form**

Employee Name:

Work Location/Position:

Block or Period:

Date and time worked beyond regular hours:

Teacher subbed for:

Pre-approval for use of compensation is required.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Building Administrator

\_\_\_\_\_  
Date

cc: Teachers  
Building Principal  
Central Office (Payroll & Human Resources Dept.)  
Superintendent

**APPENDIX E**  
**Payroll Resolution**  
**(Pursuant to Article XXV of the Master Agreement)**

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

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

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

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

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

REPORTING UNIT NAME: \_\_\_\_\_ (School District)

REPORTING UNIT NUMBER: \_\_\_\_\_

Approved by the Governing Board (School Board)

Date: \_\_\_\_\_, 200\_\_

Secretary of the Governing Board (School Board)

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

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**APPENDIX F**  
**Election of Retirement and Universal Service Credit Benefits Under Article XXV**  
**ADDITIONAL RETIREMENT CONTRIBUTIONS PAYROLL AUTHORIZATION**

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

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

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

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

REPORTING UNIT NAME: (School District)\_\_\_\_\_ Number\_\_\_\_\_

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

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

EMPLOYEE SIGNATURE:\_\_\_\_\_ Date:\_\_\_\_\_

**APPENDIX G**  
**Evaluation Form**

**APPENDIX H**  
**Calendars**



**APPENDIX I**  
**Teacher Work Week**

**APPENDIX J**  
**MESSA Option All Form**

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**APPENDIX K**  
**Letters of Agreement**

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