

# **A G R E E M E N T**

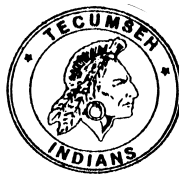
*between*

**Tecumseh Public Schools (Board)  
212 N. Ottawa Street  
Tecumseh, MI. 49286**

*and the*

**TECUMSEH ADMINISTRATORS ASSOCIATION  
(T.A.A.)**

**MASTER AGREEMENT**



**07/01/2006 to 06/30/2009**

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**MASTER AGREEMENT BETWEEN  
THE TECUMSEH PUBLIC SCHOOL DISTRICT  
BOARD OF EDUCATION (BOARD)  
AND  
THE TECUMSEH PUBLIC SCHOOLS  
ADMINISTRATORS ASSOCIATION (T.A.A.)**

This Agreement entered into this 11th day of December, 2006, by and between the Board of Education of the Tecumseh Public School District, Tecumseh, Michigan, hereinafter called the Board, and the Tecumseh Public School Administrators Association, hereinafter called the Association.

**WITNESSETH:**

**WHEREAS**, the Board and the Association, following extended and deliberate negotiations, have reached certain understandings with respect to hours, wages, terms and conditions of employment, it is hereby agreed as follows:



## **ARTICLE I RECOGNITION**

**Section 1.** The Board recognizes the Association as the exclusive bargaining representative pursuant to Act 379 of 1965, as amended, of a bargaining unit composed of the Dean of Students, all full-time Principals of which the Herrick Park Principal includes Section 504 responsibilities and Assistant Principals, Athletic Director, and excluding the Superintendent, Executive Director of Finance, Director of Curriculum (including Alternative (Options) Director), Transportation Supervisor, Maintenance Supervisor, Food Service Supervisor, Coordinator of Human Resources, and all other employees of the Tecumseh School District.

**Section 2.** The term "administrator", when used herein, shall refer to all members of the bargaining unit represented by the Association.

## **ARTICLE II ASSOCIATION SECURITY**

**Section 1.** Within thirty (30) days of the commencement of employment in the bargaining unit or the execution of this Agreement, whichever occurs later, each administrator shall, as a condition of continued employment, become Association members or, in the alternative, pay the Association a service fee. The service fee shall be determined by the Executive Board of the Association in accordance with law.

**Section 2.** Membership in the Association is not compulsory. Administrators have the right to join the Association or pay the service fee.

**Section 3.** In the event an administrator does not directly, or through a voluntary deduction authorize, join the Association or tender a service fee to the Association by the required thirtieth (30th) day, the Board shall terminate such administrator upon written request from the Association providing the Association has complied with the following:

- (1) Fulfilled the requirements of Section 1 of this Article 1.
- (2) Fulfilled its fiduciary obligations by sending written notice to the administrators (with a copy to the Superintendent) explaining the obligation to tender dues or service fees, the reasonable date of such obligation, the amount of such tender, and to whom such tender is to be made.
- (3) Fulfilled its responsibilities by sending written notice to the administrator (with a copy to the Superintendent) explaining that the administrator is delinquent in not tendering either the periodic and

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uniformly required Association dues or service fee, specifying the correct amount of such delinquency and informing the administrator that a request for the administrator's termination has been made to the Board.

- (4) Furnished the Board with written proof that the procedures of this Article have been followed, stating in the request for termination that such request is in conformance with the provisions of this Article, that the administrator has not complied with the obligations of this Article and that the "save-harmless" clause as set forth below, shall be put into effect. The Association must specify further, when requesting the Board to terminate the administrator, the following by written notice: "The Association certifies that \_\_\_\_\_ has failed to tender either the periodic and uniformly required Association dues or service fee required as a condition of continued employment under the collective bargaining agreement and that under the terms of the agreement, the Board is requested to terminate the administrator at the end of the semester."

**Section 4.** The Association shall indemnify and save the Board harmless from any and all claims, demands, damages, suits, liabilities, including attorney fees, costs and expenses, or any other actions arising from this Article or from the Board's compliance with any request for termination under this Article.

**Section 5.** The Board will advise new administrators of their obligations under this Article, in writing, and will provide them with an authorization for deduction of Association dues or service fee form and the address of the Association's treasurer.

**Section 6.** The Association shall provide the Board with notices for each new administrator stating the dues or service fees, the time limit for meeting such obligations, and to whom such tender is to be made.

### **ARTICLE III DUES OR SERVICE FEE CHECKOFF**

**Section 1.** During the term of this Agreement and any extension thereof, and to the extent the laws of the State of Michigan and the Constitution of the United States permit, the Board agrees to deduct Association membership dues or service fees, as required by Article III, in amounts designated in writing by the Association from the pay of each administrator who has submitted to the Association a voluntarily-signed authorization. Deductions shall be made in one installment on written authorization by no later than the last pay in October. All

amounts so deducted shall be forwarded to the Association by the 15th of the succeeding month.

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**Section 2.** Payroll deduction shall be made from the pay of the administrator; provided, however, the initial deduction for any unit member shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Association Dues or Service Fees" and (2) the amount of the dues or service fees certified by the Treasurer of the Association has been delivered to the Board at least thirty (30) calendar days prior to the first payday of the calendar month. The following form shall be used for deduction purposes:

**VOLUNTARY AUTHORIZATION FOR DEDUCTION OF  
ASSOCIATION DUES OR SERVICE FEE**

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

Position: \_\_\_\_\_

I authorize the Board to deduct from wages earned or to be earned by me Association dues or service fee, and any increases therein instituted by the Association, as certified to the Board by the Treasurer of the Association, and to remit the same to the Association at such time and in such manner as may be agreed upon between the Board and the Association.

This authorization and direction may be revoked by the undersigned by submission to the Board of a written revocation. If no such written revocation is received, this authorization shall be irrevocable until the termination of the collective bargaining agreement between the Board and the Association which is in force at the time of the delivery of this authorization.

\_\_\_\_\_  
Signature of Unit Member

Check One:

\_\_\_\_\_  
Address

\_\_\_\_\_ Association Dues

\_\_\_\_\_ Service Fee

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Delivery to Board

4.

**Section 3.** The following certification form shall be used by the Association when certifying membership dues or service fees:

**CERTIFICATION OF TREASURER**

I certify that the membership dues or service fees for unit member is

\_\_\_\_\_ per year.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Association Treasurer

\_\_\_\_\_  
Date of Delivery to Board

**Section 4.** Changes in the amount of the dues or service fee must be delivered to the Board at least thirty (30) calendar days prior to the first payday of the calendar month in which the change will become effective.

**Section 5.** The Association agrees to make whatever adjustments are necessary directly with an employee who may, as a result of this deduction procedure, pay more or less than the Association's dues or service fee.

**Section 6.** The Board shall not be liable to the Association by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the unit member. In addition, the Association shall indemnify and save the Board harmless from any liability resulting from any and all claims, suits, damages, including attorney fees, costs and expenses, or any other action arising from compliance with this Article, or in reliance on any list, notice, certification, or authorization furnished under this Article.

**ARTICLE IV            MANAGEMENT RIGHTS**

**Section 1.** Subject only to any limitations imposed by the express and specific terms of this Agreement, the Board of Education and the Superintendent of Schools hereby exclusively retain and reserve unto themselves all powers, rights, authority and discretion to manage, supervise and control the Tecumseh School District and its programs, properties, facilities and employees, certified



and non-certified, under governing laws as set forth in the Constitution and laws of the State of Michigan and of the United States. Such rights include, by way of illustration and not by way of limitations, the right to:

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- (1) Hire all administration, determine their qualifications and compensation and the conditions for their continued employment, and select, promote, transfer, assign, reassign, lay off and recall all such administrators;
- (2) Supervise and direct the management and administration of the school system, its facilities, business, services, supplies, equipment, operations and properties;
- (3) Determine the number of personnel and the schedules for said personnel;
- (4) Discontinue, not renew or terminate the employment of an administrator in accordance with Article XV of this Agreement;
- (5) Determine the number, function, authority and organization of its administrative and support staff;
- (6) Determine the initial pay rate, work schedule, function and authority for any new administrative position;
- (7) Establish, modify and abolish programs and direct the development of courses of instruction and supervision of special activities as deemed necessary or advisable by the Board;
- (8) Determine class schedules, class size, hours of instruction, duties, responsibilities, and assignments of staff administrators and other employees with respect thereto;
- (9) 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;
- (10) Determine services, supplies and equipment necessary for the operation of the District and to establish financial policies and procedures;
- (11) Determine the number, location and utilization of its facilities, including buildings, departments, and offices and divisions thereof;
- (12) Determine the work day;
- (13) Adopt rules and regulations.

**Section 2.** The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations, practices and procedures in furtherance thereof, shall be the prerogative of the Board except and unless limited by express and specific provisions of this Agreement.

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**Section 3.** Administrators shall comply with all policies of the Board and shall comply with rules, regulations and orders to implement said policies and to operate the District.

## **ARTICLE V                    ASSOCIATION RIGHTS**

**Section 1.** The Association and its membership shall have the right to use school buildings and facilities at all reasonable hours for Association business, subject to existing or amended rules, regulations, policies and procedures of the District governing the use of school buildings and facilities.

**Section 2.** The Association shall have the right to use the District's inter-school mail service for communication to its members. Use of the mail service shall be limited to routine correspondence with members.

**Section 3.** The Board agrees to furnish, within a reasonable time and in response to a reasonable written request, verified and/or adopted Board public records requested by the Association concerning the finances of the District.

**Section 4.** The Association shall be consulted for input prior to any changes in the evaluation procedures or instruments used by members of this bargaining unit in evaluating employees outside this bargaining unit.

**Section 5.** The Association will be provided a blank copy of the individual contract used for bargaining unit members.

**Section 6.** Officers or elected representatives of the Association shall be permitted to transact Association business on school property during working hours provided that there is no disruption of normal school or extra-curricular operations. It is understood that this privilege shall not be abused.

**Section 7.** The Board may request individual administrators to act as members of the Board's negotiation teams for represented employees, other than administrators, who are supervised by a member of the bargaining unit. Assignments to such bargaining teams shall be on a voluntary basis.

**ARTICLE VI ADMINISTRATOR RIGHTS**

**Section 1.** Each building principal with the consent of the Superintendent or his designee shall have the right to make the determination regarding each staff member's assignment within his/her building. Such assignment shall be made in accordance with Board policies, program needs, certification, qualifications, and any applicable collective bargaining agreement covering said staff member.

It is agreed that any complaint by a teacher regarding his/her assignment shall not proceed above the building level except in accordance with a collective bargaining agreement or established Board policies.

**Section 2.** The Board agrees that each principal and director shall have the opportunity to interview and make recommendations concerning all personnel being considered for assignment to his/her building or department. Prior written notice of this opportunity shall be provided by sending that notice to either the administrator's office or his/her home. It is understood that such selections and assignments shall not be delayed solely to accommodate the administrator's schedule.

**Section 3.** Each building principal shall have the right and responsibility to control student discipline within his/her building consistent with the law unless otherwise limited by Board policies and procedures concerning the discipline of students.

**Section 4.** Effort will be made to notify all administrators by April 1 of their administrative assignments for the ensuing school year. It is understood that circumstances may require changes in such assignments.

**Section 5.** Administrators shall be entitled to Association representation, upon request, at all interviews or conferences where the possibility of disciplinary action will be discussed or where discipline will be imposed.

**Section 6.** The administrator shall be responsible for evaluating all employees assigned to him/her including Art, Music, and Physical Education teachers. The Board reserves the right to assign other qualified administrators, directors or consultants to have input in these evaluations. Notice of such assignments will be given to the evaluating administrator and the employee to be evaluated no later than October 15 of the school year in which the evaluation is to take place. The administrator shall follow the format and procedure designated for evaluating personnel within each affected

personnel classification. Whenever changes in any evaluation are contemplated, the administrator shall be consulted prior to finalization.

**Section 7.** The administrator's bargaining unit shall have input into the selection of a new administrator.

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## **ARTICLE VII MONTHLY MEETINGS**

Monthly meetings between the Superintendent and Building Level Administrators shall occur the day after each scheduled Board meeting at a time to be mutually decided upon. The purpose of these meetings is to afford each Administrator the opportunity to provide input on issues of mutual relevance and concern.

## **ARTICLE VIII PROFESSIONAL GROWTH**

**Section 1.** The parties agree that programs of professional growth are conducive to the well-being of the school district.

**Section 2.** An administrator who engages in a program of professional growth may be permitted to arrange his/her working hours to complete such programs so long as he/she otherwise performs his/her duties and responsibilities and so long as prior approval is requested and obtained from the Superintendent.

**Section 3.** The Board agrees to pay approved expenses (including mileage at the current established rate) incurred by administrators while attending conferences, conventions, school business or school visitations which have been approved in advance by the Superintendent. Reasonable effort, subject to school district finances, will be made to allocate sufficient funds to permit attendance at one (1) state conference each school year and one (1) national conference every other school year. When district funding is unavailable, administration has the right to fund his/her own expenses.

**Section 4.** The Board will pay the annual dues for membership in two (2) professional organizations for each administrator. In the event that the administrator has major responsibilities in more than one area, such as the athletic director and assistant principals, the Board shall pay for three (3) memberships in professional organizations.

**Section 5.** The Board will pay all fees connected with obtaining administrative certification as specified by the State of Michigan.

**Section 6.** To aid the administrator in maintaining professional growth, the Board shall pay Two Hundred Fifteen dollars (\$215.00) per semester hour's credit earned, not to exceed nine (9) credit hours earned during the period September 1 to June 1. Two Hundred Fifteen dollars (\$215.00) per semester hour's credit earned, not to exceed six (6) credit hours earned, will be paid for the period June 1 to September 1. To be eligible for such reimbursement, the administrator must be under contract to the Board, must receive approval from the Superintendent or his designee prior to taking a course, and must provide proof of successful completion of the course.

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## **ARTICLE IX WORK SCHEDULE**

**Section 1.** All administrative contracts shall run from July 1st to June 30th of each year.

### **Section 2.**

- A) All TAA administrators shall have the same Holidays, Winter, Mid-Winter, and Spring Break periods as teachers in the TEA bargaining unit.
- B) Work year for High School Principal is to be four (4) weeks before the first scheduled day for students and three (3) weeks after the last scheduled day for students.
- C) Work year for Middle School Principal is to be three (3) weeks before the first scheduled day for students and three (3) weeks after the last scheduled day for students.
- D) Work year for Elementary Principals is to be three (3) weeks before the first scheduled day for students and two (2) weeks after the last scheduled day for students.
- E) Work year for High School Assistant Principal and Middle School Assistant Principal is to be two (2) weeks before the first scheduled day for students and two (2) weeks after the last scheduled day for students.
- F) Work year for Athletic Director shall coincide with the beginning of practices for fall sports and two (2) weeks after the last scheduled athletic event of each school year.
- G) Work year for Dean of Students is to be 190 days which equates to two (2) days before the first scheduled day students and two (2) days after the last scheduled day for students.

**Section 3.** A work year calendar shall be established for each administrator prior to July 1st of the ensuing contract year which will detail the work days and holidays.

The approved contract work year schedule may be changed by mutual agreement of the parties or in the case of an emergency relating to the individual administrator or the needs of the school district.

The parties, however, understand and agree that administrators are paid to accomplish the job for which they are hired and that they may have to work more than their scheduled work year when circumstances make it essential (e.g., to complete the

hiring of staff, to finish student scheduling, to oversee major facilities changes and other such major job responsibilities) without further compensation.

**Section 4.** Upon termination, the administrator shall be paid at the per diem rate for all days worked, but not previously paid. The per diem rate shall be the salary of the administrator divided by his/her scheduled annual work year.

**Section 5.** Vacation days earned pursuant to Section 6 of the Vacancies Article shall be scheduled with the approval of the Superintendent.

**Section 6.** Administrators shall be entitled to a duty free lunch.

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## **ARTICLE X PROCEDURE FOR PROCESSING CITIZEN COMPLAINTS**

**Section 1.** When engaged in the faithful performance of their duties in accordance with Board of Education policies, administrators shall have the support of the Board of Education in the face of erroneous and groundless accusations by individuals or special interest groups. The Board recognizes that administrators necessarily must, on occasions, make decisions which are unpopular with individuals or groups within the School District.

**Section 2.** In the event that a citizen should raise a complaint concerning an administrator, an employee whom he/she supervises or a program, the citizen shall be requested to first discuss the matter with the affected administrator. It is recognized, however, that the citizen may prefer not to do so; and in that event, the complaint shall continue to be processed by requesting the citizen to place the complaint in writing and submitting it to the Superintendent.

**Section 3.** Upon receipt of this complaint, the Superintendent or his/her designee, shall investigate the same within five (5) working days. No action shall be taken until the affected administrator has been given the opportunity to provide the necessary background information either orally or by confidential memorandum. Said information shall be provided within ten (10) working days.

**Section 4.** No disciplinary action will be taken against any administrator unless the above procedural protections are followed, except in instances where the Board determines that the problem is serious enough to warrant immediate action, and has provided the affected administrator the opportunity to notify the Tecumseh Administrators Association of the Board's intent. Notwithstanding the foregoing, citizen complaints, if any, and the circumstances surrounding each such complaint, may be taken into consideration in the evaluation process and/or formal disciplinary action.

## **ARTICLE XI EVALUATIONS**

**Section 1.** It is agreed and understood that administrators shall be evaluated every year by the Superintendent or such other administrator who may be designated by the Superintendent after discussion with the Association at the beginning of the year to conduct such evaluation. Evaluations shall state those areas where improvement is needed and the corrective action necessary to effect the desired improvement. It shall be understood that the High School and Middle School Assistant Principals shall be evaluated by their respective Principals unless the Superintendent deems otherwise.

**Section 2.** All evaluations shall be reviewed with the administrator who shall be provided with the opportunity for written comment which shall be incorporated therein and become a part of the evaluation and the administrator's personnel file.

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**Section 3.** The evaluation instrument shall be mutually agreed upon by the Board and the Association.

**Section 4.** Administrative evaluations will be completed prior to April 1 of each year. If an evaluation is not conducted by April 1, the administrator's performance shall be deemed to have been satisfactory for that school year alone.

**Section 5.** The final draft of the written evaluation shall be prepared subsequent to a conference between the affected administrator and his/her evaluator during which the proposed contents of the evaluation are to be discussed.

**Section 6.** No evaluation or survey prepared by persons other than the Superintendent or his/her designee(s) after discussion with the Association shall become a part of the administrator's personnel file.

## **ARTICLE XII            LINE OF AUTHORITY**

In the event a staff member presents a written or verbal complaint to the Central Office about an Administrator, the Administrator will be advised of the nature of the complaint and the person(s) who presented the complaint within five (5) working days of receipt of the complaint.

## **ARTICLE XIII            PROTECTION OF ADMINISTRATORS**

**Section 1.** The Board recognizes its responsibility to provide all reasonable support and assistance to administrators whose efforts to provide, control and maintain discipline are consistent with Board's and the Superintendent's expectations.

**Section 2.** Administrators shall report to the Superintendent's office all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.

**Section 3.** The Board agrees to maintain liability insurance coverage for acts arising out of and during the course of the administrator's scope of employment with the District. The extent and amount of coverage shall be determined exclusively by the Board and may depend upon cost and availability of an insurance program.

## **ARTICLE XIV      INDIVIDUAL CONTRACTS**

**Section 1.** During the initial two (2) full-school years of employment (July 1 to June 30), staff members covered by this agreement shall receive individual contracts of employment, which shall specify a term of not more than one (1) year. During this period, the Board may determine not to renew a member's individual contract of

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employment for a reason which is not arbitrary or capricious pursuant to the procedure established in Section 1229 of the Revised School Code (MCL 380.1229). After two (2) full school years of successful employment, staff members covered by this agreement shall be issued two-year contracts of employment renewable annually. However, the Board in its discretion may choose not to renew a contract for a subsequent new two-year term. If no action is taken by the Board to extend the contract for a new two-year term, it will not be extended for a new two-year term, but, rather, will continue in effect for the remaining one-year only. As the end of the remaining year of the contract approaches, the Board may determine not to renew the member's individual contract for a reason which is not arbitrary or capricious pursuant to the procedure established in Section 1229 of the Revised School Code (MCL 380.1229).

**Section 2.** Section 1229 of the Revised School Code provides, in part:  
2. The Board of a school district ..... may employ principals (and) assistant principals....who do not assume tenure in position ..... The employment shall be by written contract. The term of the employment contract shall be fixed by the Board, not to exceed three years. The Board shall describe the duties of (the administrator). If written notice of the non-renewal of the contract of (the administrator) is not given at least 60 days before the termination date of the contract, the contract is renewed for an additional one-year period.

**Example 1:** An administrator who receives a satisfactory evaluation in the first year of his/her two-year contract shall be entitled to a one-year extension of the two-year contract. If the administrator receives another satisfactory evaluation in the ensuing school year, he/she shall be issued another two-year contract.

**Example 2:** An administrator who receives an unsatisfactory evaluation in the first year of his/her two-year contract and a satisfactory evaluation in the ensuing school year shall be issued a one year extension of the two-year contract. If the administrator receives an unsatisfactory evaluation in the extended year of the contract, he/she shall be issued a one-year contract only.



**Example 3:** An administrator who receives a satisfactory evaluation in the first year of his/her two-year contract and an unsatisfactory evaluation in the ensuing school year shall be issued a one year extension of the two-year contract. If the administrator receives a satisfactory evaluation in the extended year of the contract, he/she shall be issued a one-year contract only. If the administrator receives a consecutive satisfactory evaluation during such one-year contract, he/she shall be issued a two-year contract.

**Example 4:** In the event that an administrator receives an unsatisfactory evaluation in the first year of his two-year contract and an unsatisfactory evaluation in the ensuing year, the Board has the right not to extend or renew the administrator's individual contract of employment.

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An administrator shall not be entitled to a two-year contract unless and until he/she has received satisfactory evaluations for two (2) consecutive school years.

In the event non-renewal or non-issuance of an administrator's contract is contemplated, the Board's only obligation shall be to follow the following procedure:

A notification of non-renewal of contract of (a principal or assistant principal) may be given for a reason that is not arbitrary or capricious. The Board shall not issue a notice of non-renewal under this section unless the affected person has been provided with not less than 30 days advance notice that the Board is considering the non-renewal together with a written statement of the reasons the Board is considering the non-renewal. After the issuance of the written statement, but before the non-renewal statement is issued, the affected person shall be given the opportunity to meet with not less than a majority of the Board to discuss the reasons stated in the written statement. The meeting shall be open to the public or a closed session, as the affected person elects under Section 8 of the Open Meetings Act. If the Board fails to provide for a meeting with the Board, or if a court finds that the reason for non-renewal is arbitrary or capricious, the affected person's contract is renewed for an additional one-year period.

**Section 3.** Notwithstanding the issuance of either a one (1) or two (2) year contract to an administrator, any administrator may be laid off for economic or financial reasons at any time upon ninety (90) calendar days written notice to the Administrator. The Board of Education retains the sole and exclusive discretion to determine if and when layoffs are to be effected.

**Section 4:**

Notices that individual contracts of employment will not be renewed will be issued in accordance with Section 1229 of the Revised School Code.

**Section 5.** The Administrator may terminate his/her association with the District by giving written notice of his/her decision to do so not less than ninety (90) calendar days prior to June 30. Permission to terminate with less than ninety (90) calendar days notice may be granted by the Superintendent.

**Section 6.** An employee assigned an Administrative position falling within the jurisdiction of the Association, shall not be deemed to be granted tenure in any Administrative position. The non-renewal of an Administrator's contract is not subject to the contractual grievance procedure.

**Section 7.** The Board agrees that during the term of any individual written contract of employment for an Administrator, Board rules and regulations governing employee conduct shall be reasonable and that discipline or termination shall be for just cause.

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#### **ARTICLE XV VACANCIES**

**Section 1.** All vacant administrative and certified positions, including newly created positions, shall be posted within the school district for a period of no less than ten (10) working days.

**Section 2.** The posting shall set forth the desired qualifications for the position. A description of responsibilities and duties for the position shall be available upon request.

**Section 3.** All qualified administrators who apply for posted positions will be interviewed.

**Section 4.** When school is not in session, posting shall be accomplished by mailing a copy of the posting to each administrator. The ten (10) day posting shall run from the time of mailing.

**Section 5.** Vacancies may be filled on a temporary basis not to extend beyond the close of the school year. Administrators who are temporarily assigned shall be paid the base rate for the vacant position or the administrator's current rate of pay, whichever is greater.

**Section 6.** In the event that an administrator is required by the Superintendent, in writing, to perform the job responsibilities of two (2) separate administrative positions, as defined herein, the administrator shall be eligible for one (1) vacation day for each week worked in the second administrative positions, up to a maximum of ten (10) vacation days.

## **ARTICLE XVI TRANSFERS**

**Section 1.** Requests for transfer must be in writing, stating the reason for the request, the position requested and administrator's qualifications for such position. Such requests are to be submitted to the Superintendent, or his/her designee.

**Section 2.** A vacancy may be filled by a currently employed administrator either at his/her request or by direction of the Superintendent. This provision, however, does not preclude the placement of a newly hired administrator in that vacancy.

**Section 3.** When an involuntary transfer is contemplated, the Association and the affected administrator(s) will be provided notice and a written explanation of the need for such transfer(s) at least thirty (30) days before such transfer(s) are to be effected. Following such notice, the Association and the affected administrator(s) shall meet with the Superintendent to discuss the necessity for such transfer(s) and to consider possible alternatives.

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**Section 4.** When an administrator has been transferred or reassigned to a lower paying bargaining unit position, the administrator's salary shall be neither increased nor decreased until the point at which the salary for the lower paying position surpasses the salary which the administrator had been earning as of the transfer. The administrator shall then be paid the higher salary of the position into which he/she transferred.

## **ARTICLE XVII CREATION OF POSITIONS**

It is agreed that before any rates of pay, wages, hours or other conditions of employment are established for a new administrative position, the parties shall engage in collective bargaining. Interim wages, hours and working conditions may be established by the Board.

## **ARTICLE XVIII REDUCTION IN STAFF AND RECALL**

**Section 1.** Should the Board in its sole discretion determine that a reduction of administrative position(s) is necessary, the following procedures shall be followed.

**Section 2.** Administrators shall be laid off based upon the length of administrative service in the Tecumseh School District in the affected classification unless any administrator in the affected classification has received an unsatisfactory evaluation for the year in which the layoff occurs. The Board has the right to layoff out of line of length of administrative service if an administrator in the affected classification has received an unsatisfactory evaluation. Classifications shall be identified and ranked for displacement purposes as follows: (1) High School Principal, Middle School Principal and Elementary Principals; (2) Assistant Principals and (3) Athletic Director.

An administrator scheduled to be laid off may displace an administrator in a classification of equal or lesser rank provided that he/she possesses a teacher's and administrator's certificate and Master's Degree for the position to be administered.

**Section 3.** All administrators who are laid off shall have recall rights for a period of time equal to their length of administrative service in the District or three (3) years, whichever period is less.

**Section 4.** Administrators previously laid off from a classification shall be recalled in reverse order of layoff in accordance with the factors specified in Section 2 of this Article.

## **ARTICLE XIX LEAVE TIME**

**Section 1.** Leave time is defined as a period of administrator absence. The administrator may accumulate a maximum of sixty-five (65) leave days at the rate of twelve (12) leave days per year. Leave days will be credited to each administrator at

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the beginning of the school year. At the end of each school year, the administrator will be paid for leave days which, when accumulated, exceed sixty-five (65) at the rate of one-half (1/2) of the per diem pay for substitute teachers. The Board retains the right to request written medical verification of any claimed illness or disability in excess of five (5) days and may require that the administrator be examined by a physician mutually agreed upon by the administrator and the Board to determine the administrator's fitness to perform assigned duties.

**Section 2.** The number of personal business days shall be two (2) per contract year. Personal business days shall not be cumulative from year to year. Personal Business days must be applied for, in writing, and approved by the Superintendent in writing. A third personal business day may be approved by the Superintendent at his/her discretion, with special cause shown. Personal Business days shall be considered confidential unless the request falls at a time when the administrator's presence is particularly important or essential to the school district as determined by the Superintendent.

## **ARTICLE XX SNOW DAYS**

Except for the first two (2) days during a contract year, in the event the school district is closed on a scheduled school session day due to severe weather or other emergency, the employees covered by this agreement shall be expected to report to work at their regularly scheduled time and place. If weather conditions prevent the employee from reporting on time or reporting at all, the employee may use sick time or personal business time to be paid for the time missed. For the first two (2) occurrences of severe weather or emergency closing, the employee will be paid his/her daily rate of pay.

## **ARTICLE XXI FUNERAL LEAVE**

Each full-time administrator shall be entitled to leave with no loss of pay in the following cases:

- a. Death in the immediate family of the administrator and/or spouse for a period not exceeding five (5) days. Immediate family shall mean mother, father, brother, sister, grandparent, child, wife, husband, mother-in-law, father-in-law, step child(ren), any other person who has clearly stood in the same relationship with the administrator as any of the above or any person for whom the administrator and/or spouse serves as a legal guardian.
- b. Death of any other relative or member of the household or a member of the administrator's staff for a period not exceeding one (1) day.

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- c. In the event of death of a member of the administrative staff the Superintendent shall make provisions for representation from the bargaining unit at the deceased member's funeral up to and including all administrators currently employed.

## **ARTICLE XXII      MILITARY LEAVE**

An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

## **ARTICLE XXIII      MATERNITY AND PATERNITY LEAVE**

**Section 1.** Maternity leave without pay is available to female 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. Thereafter, the employee shall assume the cost of fringe benefits.

**Section 2.** In order to obtain a maternity leave, the administrator 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 administrator's physician. The request will specify the beginning and ending date of the leave, be accompanied by her physicians statement that there is no medical reason why the employee cannot continue to perform service until the beginning date of the leave.

**Section 3.** The Superintendent, on behalf of the Board of Education, and the administrator, with the recommendation of the administrator'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.

**Section 4.** An administrator 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 to their

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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 statement. The employee shall request a prospective termination date of the leave of absence at the time of request for leave.

**Section 5.** Failure to return from maternity leave on the date specified in said leave application shall be conclusively deemed a resignation. An administrator may make application to the Board of Education for an extension due to extenuating circumstances.

**Section 6.** Failure to apply for a maternity leave as herein above specified may result in termination of employment when the employee can no longer perform the required duties.

**Section 7.** 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 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 administrative position prior to the beginning of the leave.

**Section 8.** All applicable State and Federal laws shall apply where appropriate to all provision stated within this section.

#### **ARTICLE XXIV      SABBATICAL LEAVE**

**Section 1.** Administrators 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. An

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administrator, 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 administrative service for the purpose of applying the salary schedule set forth in Appendix A 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 one (1) Association member a year can qualify.
3. Application must be made by April 1st of the school year prior to the leave with the Superintendent.
4. In case of more than one (1) Association member applying in any given year, seniority based on the base salary schedule shall be used to determine who shall qualify.

#### **ARTICLE XXV      JURY DUTY**

An administrator who is called to and reports for jury duty or who is subpoenaed to attend an administrative proceeding other than a proceeding in which the administrator or the Association is opposing the District, shall be paid by the Board for each day partially or wholly spent in performing jury duty or honoring a subpoena, if the employee otherwise would have been scheduled to work and does not work, an amount equal to the difference between (i) the employee's regular pay and (ii) the daily jury duty fee paid by the court or other witness fees (not including travel allowance or reimbursement of expenses). The payment for jury duty shall not exceed thirty (30) days in any twelve (12) month period. In order to receive payment under this Section, an employee must give the Superintendent one (1) week prior notice or as much as is possible in light of the notification time being less than one (1) week that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. If an employee reports for jury duty or administrative hearing and is released or excused from such duty or hearing before 12:00 p.m. on his/her regular work day, he/she must report back to work for the remainder of the school/work day.

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## **ARTICLE XXVI      NON-DISCRIMINATION**

Neither the Board nor the Association shall intentionally discriminate against any bargaining unit employee on account of race, creed, religion, color, national origin, handicap, sex or marital status as defined in applicable statutes or regulations, as amended.

## **ARTICLE XXVII      GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.** The term grievance shall be defined as a complaint by an administrator or by the Association in its own behalf, that there has been a violation of an express provision of this Agreement during the term of the agreement.

- (1) Every effort shall be made to resolve grievances at their inception. When a grievance occurs, the administrator shall first discuss it with his immediate supervisor within ten (10) days of the occurrence. The Association may represent the administrator at such meeting, if so desired by the administrator.
- (2) If the grievance cannot be resolved informally, it must be reduced to writing within ten (10) days of the occurrence giving rise to the



grievance and submitted to the Supervisor. The writing must contain a statement of the facts supporting the grievance, the specific section(s) of the contract allegedly violated and the relief sought. Should either party so request, a grievance meeting shall be held at Step 2 between the Association and the Supervisor within five (5) days of the submission of the written grievance. Within ten (10) days of the written submission, the supervisor shall provide the Grievant with a written answer to the grievance. If the answer received at Step 2 is unacceptable to the Grievant, the grievance may be appealed to Step 3 within five (5) days of receipt of the supervisor's answer.

- (3) The appeal at Step 3 shall be with the Superintendent. Within five (5) days of receipt by the Superintendent of the Grievant's written appeal from Step 2, a grievance meeting shall be held. Within five (5) days of the meeting, the Superintendent shall answer the grievance in writing. If the answer is unacceptable, the grievance may be appealed to Step 4.

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- (4) The appeal shall be to the Board. The Board shall schedule a grievance hearing at its next meeting, but no later than thirty (30) days after receipt of the appeal. Within five (5) days after the Step 4 meeting, the Board shall provide the Grievant with a written answer.

**Section 2.** General Provisions -- All references to days shall be regular work days.

**Section 3.** Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance not advanced to the next step by the Association within the time limit specified within that step shall be automatically closed on the basis of the last disposition. Any grievance to which the Board has not submitted an answer by the time limits in that step, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Time limits may be extended by mutual agreement of both parties.

**Section 4.** Grievances shall be processed during such time as not to interfere with the execution of regular work assignments.

**Section 5.** The following matters shall not be considered to be the basis of any grievance under the procedures set forth in this Article and shall not be subject to arbitration:

- (a) The termination of service or failure to re-employ any probationary employee or;
- (b) administrator job descriptions; or
- (c) administrator evaluations; or
- (d) the non-renewal of an administrator's contract of employment.

**Section 6.** Any grievance between the Board and Association or between the Board and an Administrator(s) which has been processed in accordance with the provisions of the preceding sections of this Agreement but not satisfactorily settled, shall, upon the written request of either party, be submitted to arbitration by an impartial arbitrator to be selected by mutual agreement of the parties. The party desiring arbitration must notify the other party, in writing, of such intent within fifteen (15) working days of the day the written disposition was given under Step 4 of this Agreement. In the event that either party shall fail to serve such written notice, the matter shall be considered settled on the basis of the written disposition made in the last Step of the Grievance Procedure.

22.

**Section 7.** If, within five (5) working days following receipt of such written request for arbitration, the parties are unable to agree upon an arbitrator, the American Arbitration Association (AAA) shall be requested to submit the names of disinterested persons qualified and willing to act as impartial arbitrators. The arbitrator shall be selected in accordance with the Rules and Regulations of the AAA. The procedure to be followed in submitting the dispute to the arbitrator shall, unless agreed by the parties within three (3) working days after the selection of the arbitrator, be determined by the arbitrator himself. The arbitrator shall submit his decision in writing within forty-five (45) days after the close of the record of said hearing or hearings, and the decision of the arbitrator so rendered shall be final and binding upon the employees involved and upon the parties to this Agreement. The compensation and necessary expenses of the arbitrator shall be shared equally by the Employer and the Association. Each party shall make arrangement for and pay the expenses of witnesses which are called by them. All other expenses, such as expenses of attorneys, other participants or observers, documents, etc. shall be borne by the party incurring them.

**Section 8.** The foregoing provisions for arbitration are not intended and shall not be construed as in any manner qualifying or modifying any term or condition of employment specifically covered by this Agreement, nor shall they apply to any dispute as to the terms or provisions to be incorporated in any proposed new Agreement between the parties. The arbitrator shall not have the right to add to, subtract from,

modify or disregard any of the terms or provisions of this Agreement. Any dispute between the parties as to the interpretation or construction to be placed upon the rendered award, shall be submitted to the impartial arbitrator who made the initial award who may thereupon construe or interpret the rendered award in order to clarify such decision without changing the substance thereof. Such interpretation or construction shall be binding upon all parties.

**Section 9.** Priority shall be given to resolving discharge cases, and the arbitrator shall make his efforts to adjudicate these cases within thirty (30) working days after the close of the record. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case.

**Section 10.** The Board shall not be required to pay back wages for periods prior to the time a written grievance is filed. All claims for back wages shall be limited to the amount of wages that an employee would otherwise have earned from his employment with the Board, less unemployment compensation, and compensation for personal services that the employee may have received from any other employment and less compensation which the arbitrator could with reasonable diligence have earned from any source during the period in question.

**Section 11.** The parties understand and agree in making this Agreement, that they have resolved for its duration all bargaining issues which were, or which could have been, made the subject of negotiations. The arbitrable forum here established is intended to resolve disputes between the parties only over the interpretation or application of the specific provisions of this Agreement which are not excluded from arbitration.

23.

**Section 12.** It is specifically understood and agreed to that in no event shall Board condemnation of any past infraction of any work rule, regulations, duty, responsibility or policy in existence prior to the execution of this Agreement, be found to mitigate, in whole or in part, any discipline imposed by the Board for any current infractions; nor shall an arbitrator so find.

**Section 13.** Any Agreement reached between the Board and the Association in settlement of any grievance is binding on all employees involved and cannot be changed by an individual employee.

**Section 14.** The Board will not pay Association representatives or any other employees for any time spent in connection with arbitration procedure or proceedings or preparation for arbitration proceedings.

**Section 15.** Administrators may request an Association representative to be present during grievance meetings.

## **ARTICLE XXVIII SALARY AND BENEFITS**

### **Section 1 - Salary Related Matters:**

- A. Administrators shall receive a 1.5% percent salary increase on schedule, retro-active to the beginning of the contract year, and 1% off schedule lump sum payment for the 2006-2007 contracted school work year.
- B. Salary increases for future school years shall be negotiated yearly unless mutually agreed upon by the parties to this agreement.
- C. Principals who are responsible for more than one building shall be paid an additional \$1,000.00.

Assistant Principals who are responsible for more than one building shall be paid an additional \$500.00.

An additional building shall be defined as including the following responsibilities and duties:

1. supervision of full-time instructional staff and students
2. management of budget for the additional location
3. accountability for extra-curricular activities including parent activities
4. accountability for program planning
5. accountability for student discipline
6. responsibility for staff evaluation

24.

- D. Degree payments, for additional advanced degrees, shall be paid at the following rates for the duration of this agreement. (See Salary Schedule on page 32).

2nd M.A. - \$ 300.00  
 Specialist - \$ 500.00  
 Ph.D/Ed.D - \$ 700.00

- F. Salary Schedule and Table definitions (See Salary Schedule page 31, Appendix A), shall be as follows:

Table 1 - Shall include High School & Middle School Assistant Principals, and Athletic Director

Table 2 - Shall include Elementary Principals only

Table 3 - Shall include the Middle School Principal only

Table 4 - Shall include the High School Principal only

Table 5 – Shall include Dean of Students only

**Section 2.** Severance pay will be granted for all unused leave days at 1/2 the daily substitute rate of teachers up to a maximum of sixty-five (65) days.

**Section 3.** Insurance.

Commencing January 1, 2007, and continuing through the 2006/2007 school year, the Board agrees to pay the premium cost of group hospitalization insurance comparable to MESSA CHOICES II with a \$5/10 drug card. The employee shall be responsible for any deductible or co-pay. Effective January 1, 2007, the Association agrees to the same premium limitations specified below for those years:

1. MESSA PAK PLAN A -- For administrators electing health insurance coverage.

Major Medical:

MESSA CHOICES II Health Insurance (XVA2 - \$5.00/\$10.00 Preferred Rx Program).

Long Term Disability:

70% of Max Eligible Salary  
Maximum Monthly Benefit \$7,500.00  
Max Eligible Monthly Salary \$10,714.00  
90 Calendar Days Modified Fill Elimination Period  
COLA – Yes  
Mental/Nervous Same As Illness  
Alcohol/Drug Same As Illness  
5% Minimum Payout  
Pre-Existing Limits Waived  
Family Social Security Offset  
No Survivor Income  
Freeze on Offsets  
No Educational Supplement  
2 Year Own Occupation

25.

Life Insurance:

Life volume requested \$75,000.00  
Disability waiver will apply

Accidental Death & Dismemberment:

Life volume requested \$75,000.00

Vision:

VSP 2

Dental:

80/80/80:\$1,000.00 Annual Max  
75:\$1,200.00 Lifetime Max  
Two Cleanings Per Year; No Adult Orthodontics

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

LTD Plan 2 (same as above)

Dental:

100/90/90:\$1,000.00 Annual Max  
90:\$1,500.00 Lifetime Max

Negotiated Life:  
\$75,000 with AD & D

Vision:  
VSP-2

The administrators electing Plan B may apply up to \$300/month on any of the following options:

1. Group Hospital Confinement Indemnity Insurance
  2. Group Short Term Disability Income Insurance
  3. Group Long Term Disability Income Insurance
  4. Group Supplemental Term Life Insurance
  5. Group Survivor Income Insurance
  6. Annuity of their choice in which the district currently participates.
3. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted.

26.

Commencement and duration of coverage and the nature, extent and amount of benefits shall be as set forth in the master insurance policies and the rules and regulations of the insurance carriers. The Employer's only obligation is for payment of premiums as provided above. Any claims settled between the employee and any of the carriers shall not be subject to the grievance procedure of this collective bargaining agreement. The Employer shall select or change the insurance carrier in its discretion and shall be entitled to receive any refunds or rebates earned without condition or limit of any kind.

The Employer will provide the union with advance notice and an opportunity to provide input prior to a change in insurance carriers. The provisions of this paragraph shall apply only to the term life insurance and long term disability insurance provisions contained in this Agreement.

The Employer shall have no obligation to duplicate any benefit under a hospitalization plan an employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee other than coverage provided by the Employer herein a party.

If an employee or dependent covered under the Employer's group hospitalization plan is also covered under any other group plan providing hospital, surgical, or medical benefits which (a) covers such employee or dependent by reason of employment of such employee or his dependent by another employer and (b) provides such coverage without cost to the employee or his dependent, then, in the event payment is made under such other policy for any expenses under the Employer's plan (including any prescription drug benefits as are made a part of such plan), benefits shall be paid under the Employer's plan only to the extent of the difference between (1) the full amount of all expenses incurred by the employee or dependents and allowable under the Employer's plan and (2) the total of payments made toward such expense under the other plan.

The Board agrees to pay the cost of premiums for dental insurance comparable to MESSA/DELTA Dental Plan E with the 006 orthodontic benefit (Class III) rider. The Board further agrees to pay the cost of premiums for vision insurance comparable to VSP-2.

The Board will pay the premiums for long-term disability insurance benefits equivalent to 70% of the administrator's salary and subject to a maximum monthly benefit of \$7,500.00 and the specific provisions of the LTD policy purchased.

The Board will pay the cost of premiums for term life insurance in the amount of \$75,000.00.

27.

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 (MPERS) plan conditions, administrators may be allowed to (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited services 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.).

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 B and implement the salary reduction (payroll authorization) agreement attached to this Agreement as Appendix C for any administrator willing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest). The administrator 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 C. The administrator shall not have the option of choosing to receive the amounts directly instead of having them paid by the employer to MPERS.

It is further agreed that MESSA will be the carrier for the insurance programs identified above for the first two (2) years of this Agreement, after which the Board has the right to bid insurance and to change carriers provided advance notice and an opportunity to provide input is given to the Association.

#### **ARTICLE XXIX      VALIDITY OF AGREEMENT**

Should any article, section or clause of this Agreement be declared invalid by a court of competent jurisdiction, said article, section or clause shall be automatically deleted from the Agreement but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement.

28.

#### **ARTICLE XXX      MUTUAL WAIVER**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### **ARTICLE XXXI      ENTIRE AGREEMENT**



This Agreement supersedes and cancels all previous agreements and understandings, verbal or written, and all previous employment practices and fringe benefits, and constitutes the entire agreement between the parties regarding wages, hours and working conditions of the administrators of the Tecumseh Public School District. This Agreement shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

It is agreed and understood that provisions contained within this agreement are subject to ongoing negotiations as mutually agreed to by the Board and Association. Such negotiations can change or modify the content of this agreement as appropriate. Any such changes as a result of the ongoing negotiation process shall be in written form and reverified as noted by signature and date and shall be attached hereto as an addendum Letter of Agreement.

**ARTICLE XXXII DURATION**

This Agreement shall commence December 11, 2006, and shall continue in full force and effect until midnight June 30, 2009, when it shall terminate. If either party desires to re-negotiate this Agreement, they shall give to the other party, written notice to that effect not less than sixty (60) calendar days nor more than ninety (90) calendar days prior to June 30, 2009. In any event, this Agreement shall not be extended beyond June 30, 2009, except by written consent by both parties.

29.  
**SIGNATURES:**

**Contract ratified by T.A.A.**

\_\_\_\_\_  
**Dated**

\_\_\_\_\_  
**Association President**

\_\_\_\_\_  
**Dated**

\_\_\_\_\_  
**Association Representative**

**Contract ratified by Board of Education**

\_\_\_\_\_

**Board of Education President**

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**Dated**

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**Board Representative**

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**Dated**

---

**Superintendent of Schools**

---

**Dated**

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**-TECUMSEH ADMINISTRATORS ASSOCIATION-**

**TAA Salary Schedules**

	Asst. Princ/Dir <b>TABLE 1</b>	El Princ <b>TABLE 2</b>	MS Princ <b>TABLE 3</b>	HS Princ <b>TABLE 4</b>	Dean <b>TABLE 5</b>
<b>2006-2007</b>	<b>Schedule Increase = 1.50%</b>				
1	\$67,240	\$69,920	\$74,140	\$78,570	\$39,570
2	\$68,580	\$71,320	\$75,620	\$80,140	\$40,360
3	\$69,950	\$72,750	\$77,130	\$81,740	\$41,170
4	\$71,350	\$74,210	\$78,670	\$83,370	\$41,990
5	\$72,420	\$75,320	\$79,850	\$84,620	\$42,620
6	\$73,510	\$76,450	\$81,050	\$85,890	\$43,260
7	\$74,610	\$77,600	\$82,270	\$87,180	\$43,910
8	\$75,730	\$78,760	\$83,500	\$88,490	\$44,570
9	\$76,870	\$79,940	\$84,750	\$89,820	\$45,240
10	\$78,020	\$81,140	\$86,020	\$91,170	\$45,920
11	\$79,190	\$82,360	\$87,310	\$92,540	\$46,610

**Longevity Schedule Paid Each Year Along With Salary:**

Years 15, 16, 17 \$2,000 PLUS  
 Years 18, 19, 20 \$2,000 PLUS  
 Years 21, 22, 23 \$2,000 PLUS  
 Year 24 \$2,000 PLUS

**Extra Duty Pay:**

Administrators will receive a \$1,500 stipend for each extra duty assigned.

**Board Paid Annuity:**

Each administrator covered by this Agreement, shall receive a \$2,500.00 yearly annuity for the duration of this contract.

**-PAYROLL RESOLUTION-**

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

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

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

**BE IT 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 MPERS retirement plan requirements.

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

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

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

**Approved by the Governing Board (School Board)**

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

**Secretary of the Governing Board (School Board)**

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

**-ELECTION OF RETIREMENT AND  
UNIVERSAL SERVICE CREDIT BENEFITS-**

**Additional Retirement Contributions Payroll Authorization**

A Michigan Public School Employees Retirement System (MPERS) 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 this agreement, payments are to be made by my employer. While this agreement is in effect, I understand that MPERS 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 my employer's resolution and this authorization.

**EMPLOYEE NAME:**\_\_\_\_\_ **EMPLOYEE**  
**SS#**\_\_\_\_\_

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

