

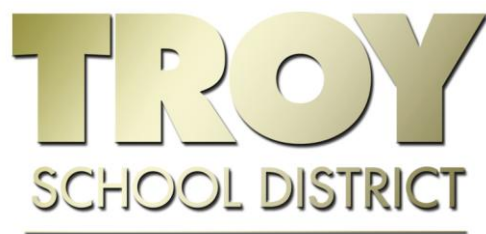
TROY EDUCATION ASSOCIATION
A Local Affiliate of MEA/NEA

and the

TROY SCHOOL DISTRICT
BOARD OF EDUCATION

COLLECTIVE BARGAINING
AGREEMENT

August 15, 2011 – June 30, 2013



4400 Livernois, Troy, MI 48098

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BOARD OF EDUCATION,
TROY SCHOOL DISTRICT
AND
TROY EDUCATION ASSOCIATION, A LOCAL AFFILIATE OF THE MEA/NEA**

This Agreement entered into this 18th day of May 2011 by and between the Board of Education of the Troy School District, Troy, Michigan, hereinafter called the Board, and the Troy Education Association, hereinafter called the TEA.

WITNESSETH

Whereas the Board and TEA, 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 1. RECOGNITION

1.1 The Board hereby recognizes the TEA, a local affiliate of the MEA/NEA, as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965 as amended, for all teachers as hereinafter defined for purposes of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment.

1.2 Definition. The term teacher when used hereinafter in this Collective Bargaining Agreement shall include the following personnel employed under contract by the Board. All teachers in grades preschool through twelfth (12th), including special education, guidance counselors, consultants, educational coordinators, media specialists, reading support teachers, school psychologists, speech pathologists, social workers, department chairpersons, head teachers, administrative interns, and all paid positions as set forth in Schedules B, C, and D.

BUT EXCLUDING: superintendent; deputy superintendent; assistant superintendents: business services, human resources, elementary instruction; executive director auxiliary services; administrative assistant; principals: high school, middle school, elementary school; assistant principals: high school, middle school, elementary school; high school building athletic director, high school activities director; directors: continuing education, special education, curriculum, technology, evaluation and research, health and health education, fine arts, guidance and counseling, athletics and physical education, media services, community relations, vocational education; supervisors: accounting, buildings and grounds, data processing, food services, planning and construction, purchasing, special education, maintenance, custodial services, cable TV, state and federal projects, transportation; day-to-day substitutes and summer school teachers; continuing education teachers (except Niles Community High School teachers); teacher aides; study hall monitors; in-house suspension monitors; clerks, typists; secretaries; and all office personnel.

If the District decides to establish an In-School Suspension program, it shall be staffed as determined by the District.

1.3 Other Organizations. The Board agrees not to negotiate with any teacher organization other than the TEA for the duration of this Agreement. However, nothing contained herein shall be

construed to prevent a Board member or administrator from meeting with any teacher, groups of teachers or organization other than the TEA for the purpose of hearing and discussing their views on matters other than hours, wages and working conditions.

1.4 Employees in the District who perform administrative duties shall not be allowed to perform regularly assigned bargaining unit duties; however, bargaining unit members may substitute for administrators in cases of emergency for up to ninety (90) days. Said teachers shall not evaluate or discipline bargaining unit members and shall remain full dues-paying members.

1.5 It is understood that the bargaining unit members set forth in Article 1.2 have responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person who is a member, or will become a member, of the bargaining unit.

ARTICLE 2. TEA RIGHTS

2.1 Membership. The TEA agrees to admit to full participating membership all teachers as defined who wish to become members of the TEA.

2.2 Professional Responsibility. Teachers shall sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) in the amount of twenty (20) equal amounts until the total required dues and special assessments are paid.

It is recognized that the proper negotiation and administration of collective bargaining agreements shall entail expense, which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the TEA and execute an authorization for United Profession dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the TEA, which sum shall be forwarded to the TEA.

In the event that such an authorization is not executed by each teacher and presented to the Troy Education Association (who in turn will present this dues authorization to the Board within thirty (30) days following the commencement of employment of the teacher), the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and the terms of this Agreement, the services of such teacher shall be terminated as of the end of the current semester. Such teacher or teachers shall be notified (by the Board of Education, by the Troy Education Association) immediately upon the expiration of the thirty (30) day period heretofore mentioned. However, if at the end of the semester, the teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of said discharge or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction. In the event of any action against the Board brought in a court or administrative agency, or if a teacher files charges with the Tenure Commission, because of its compliance with this Article:

A. The Board will give timely notice of such action to the TEA, and

- B. The Board will give full and complete cooperation to the TEA and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.
- C. The TEA agrees to provide and pay the full cost of TEA selected legal counsel. The TEA retains the right to settle any action at any time.
- D. The TEA agrees to indemnify and hold harmless the Board and its members, employees, agents or representatives from any and all direct liability, cost or fees, which it or they may incur as a result of complying with Article 2.2.

2.3 The Board will provide the TEA with a list of dues and/or assessments authorizations shortly after the first payroll after September twentieth of each year. These dues and/or assessments shall be remitted to the TEA monthly.

2.4 Use of Facilities. The TEA and its members shall have the privilege of using school equipment and school building facilities at all reasonable hours when otherwise not in use and provided that no special custodial service is required. A teacher's use of the Internet/Intranet shall be governed by the District's acceptable use policy. The availability and use of the Internet/Intranet is not guaranteed.

Any supplies required in the use of any equipment in this regard must be furnished by or paid for by the TEA at cost price.

If a meeting is to be scheduled by the TEA which required special custodial services and/or specific facilities within a school building, the TEA shall have the privilege of using the school building on the same basis as civic or political organizations, as established in District policy.

All equipment shall be returned to its normal storage or location or designated place in proper order. In the event any equipment is found to be damaged, either before or after its use by the TEA, the building principal shall be notified.

2.5 The intra-district mailing system shall be made available to the TEA and its members.

2.6 Strike and Lock Out Prohibition.

- A. The TEA will not engage in, or encourage, a strike prohibited by the Public Employment Relations Act (PERA) as amended.
- B. The Board agrees that it will not lock out any employees or otherwise discipline employees for exercising their rights under PERA.

2.7 For the purpose of layoff and recall (ARTICLE 5) a tenure teacher or a teacher in a position that is not covered by the Tenure Act who has at least three (3) years of service with the Board and who holds the following positions within the TEA, shall be placed in the order listed below at the top of the seniority list.

- A. President
- B. Vice President
- C. Grievance Chairperson

The TEA shall furnish the Assistant Superintendent, Human Resources, with the name of the person holding each position listed above within thirty (30) days of election or appointment, whichever is applicable.

2.8 TEA Day. The TEA shall have the use of up to forty-five (45) days for TEA business requested by the President or Executive Director of the TEA. The TEA shall be able to purchase up to fifteen (15) additional days for TEA business at the minimum substitute rate of pay. The President, Vice President or Executive Director of the TEA shall make every effort to notify the Human Resources Department at least forty-eight (48) hours in advance. The call-in procedure for substitutes shall be followed.

2.9 TEA Officers. The TEA president, vice president, secretary, treasurer, and five trustees shall have the privilege of leaving their buildings to conduct TEA business and/or implement this agreement when not scheduled in class. They must notify their building principal upon departure and return.

2.10 The Association shall have the equivalent of one officer released full time from teaching duties during the work days prescribed by the calendars in schedules E, and F. The Association shall have the option of releasing the president full time or releasing the president and vice president each half time. In 2011/12, the Board will pay sixty percent (60%) of the total compensation package for the full-time released officer (or half-time released officers) and will be reimbursed by the Association for the remaining forty percent (40%) of the total compensation package for the full-time released officer (or half-time released officers.) In 2012/13, the Board will pay fifty percent (50%) of the total compensation package for the full-time released officer (or half-time released officers) and will be reimbursed by the Association for the remaining fifty percent (50%) of the total compensation package for the full-time released officer (or half-time released officers.) Reimbursement to the District by the Association for the specified amount shall be made no later than May 30th of the given school year. The president and vice president shall be released without loss of salary, insurance protection, seniority or other benefits provided for in this Agreement or by law. The release time shall commence on the first day of the semester nearest to the time the officer takes office and shall end the last day of the semester nearest to the expiration of the officer's term of office. The president/vice president shall have the option of either substitute teaching or teaching half time in his/her current position. The president-elect and vice-president-elect shall contact the Assistant Superintendent, Human Resources to make arrangements for release time. The past officer(s) will return to his/her full-time teaching position, provided that his/her full-time position has not been eliminated, or to a vacant position for which he/she is certified and qualified which is acceptable to the past officers upon completion of his/her term of office. Since the TEA officers perform services which are of value to both the TEA and the Board, the Board accepts the foregoing us reimbursement for payment of these items referred to in MCLA 38.1371 (5) (B).

ARTICLE 3. TEACHER RIGHTS

3.1 The Board 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 laws of Michigan and/or the United States or the Constitution of Michigan and/or the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the TEA, participation in any activities of the TEA or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

3.2 No teacher shall be prevented from wearing official insignia, pins or other identification of membership in the TEA, either on or off school premises. Bulletin boards in the main school office and the teachers' lounges shall be made available to the TEA and its members, provided that all materials posted relate to the official business of the TEA and such communication shall bear the name of the organization. Any questionable or improper use of bulletin boards shall become the concern of the principal and the TEA representative of that building.

3.3 Deductions for financial institutions, tax-deferred annuities, United Foundation and other current deductions will continue as authorized by individual teachers. Other deductions may be arranged by mutual agreement between the Board and the TEA.

3.4 Reduction in Rank. No teacher shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Any such action shall be subject to the grievance procedure. In the event any probationary teacher is terminated and proceeds to arbitration, the arbitrator is limited to whether or not the termination was done in an arbitrary and/or capricious manner.

3.5 Equal Treatment. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, disability, color or national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the TEA pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, disability, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board unless it affects performance as an educator.

3.6 Nothing in this contract shall be construed to deny or restrict to any teacher any rights he/she may have under the Michigan General School Laws, Teacher Tenure Laws or other applicable laws or state departmental regulations.

3.7 Teacher Personnel Files. The teacher personnel files shall be those files concerning teachers, which are housed and maintained by the Central Office of the District and/or in the office of each building principal. All contractual infractions shall be entered in the file in the principal's office. The Board agrees to give every teacher access to their own files. The examination of the files shall be in the presence of an administrator or agent thereof. A representative of the TEA may be requested by the teacher to accompany the teacher in such review. Maintenance and inspection of personnel files shall be in accordance with the Bullard-Plawecki Right to Know Act (397 PA 1978) and as follows:

- A. Materials shall be removed from a personnel file if and when a teacher's claim that such material is inaccurate and has been sustained through the grievance procedure. The name of the person making the complaint shall be disclosed to the grievant by Step Two (2) of the grievance procedure.

- B. A teacher shall be permitted to reproduce any non-confidential material in his/her file. The Board may charge for the copies.
- C. Information relating to a teacher's unsuccessful application for a position requiring a screening committee recommendation may be removed from a teacher's file at his/her written request.
- D. Except for copies of materials routinely furnished teachers that are placed in the personnel file (e.g., individual contract, leave requests), a copy of all material placed therein will be furnished to the teacher.
- E. A teacher shall have the right to answer any material placed in his/her file, and his/her answer shall be attached to the file copy.
- F. Confidential recommendations, including credentials furnished by the college placement offices will be withheld, except for recommendations including credentials prepared after January 1, 1975, except when the right to examine recommendations and credentials has to be waived in accordance with Section 483 of 93-98 as amended of the Family Rights and Privacy Act.

3.8 Rights to Representation. Teachers shall at all times be entitled to have a TEA representative present when being warned, reprimanded or disciplined. The Administration shall inform the teacher of this right before warning, reprimanding or disciplining the teacher. If a teacher requests a TEA representative present, the administrator shall delay action until the TEA representative is present. However, the delay shall not exceed seventy-two (72) hours unless the administrator agrees to do so.

3.9 Reprimands, Warnings, or Discipline.

- A. Any oral reprimanding, warning or disciplining of a teacher by a principal or other administrator shall be done in private, not in front of students, parents or other school employees, and it shall be done only for just cause.
- B. If a written record of an incident is inserted in a personnel file, the teacher shall receive a dated copy within ten (10) days of the administrator's knowledge of said incident. The teacher's copy will note that the item is being inserted into said file. Only those items so processed may be used in disciplinary actions against the teacher.

The teacher shall have the right within thirty (30) workdays after receipt to insert a rebuttal to any item. Any rebuttal so inserted shall be attached to the object insertion by the person responsible for said file.

- C. Only the teacher's immediate supervisors or a central office administrator may reprimand, warn or discipline a teacher or have said reprimand, warning, or discipline enclosed in personnel files.
- D. Written record of an incident and rebuttal involving a teacher will be removed from the teacher's personnel file when he/she leaves the District for any reason except a leave of absence.

3.10 All significant complaints and compliments, whether or not they seem valid, received by the Administration, shall be reported to the teacher named within one (1) week.

If a complaint is filed against a named teacher by a student, the teacher (and if the teacher requests, an Association representative) shall have an opportunity to be present at an interview with the student within one week of the registering of the complaint with the school principal or other school official. However, the school board will not be required to afford the named teacher this opportunity if it determines within one week that the student's complaint is not a justified basis for any personnel action against the teacher.

This section shall not prevent the school board from conducting such investigations as it deems necessary with respect to other complaints or allegations of misconduct by a teacher.

3.11 If the Board plans to read a letter at a board meeting, the teacher/staff who is the object of the letter will be contacted prior to its public reading. The Board will make every effort to protect teachers from unsubstantiated public criticism.

3.12 Under no circumstances shall a student's CA60 or confidential special education file contain any reference to a teacher's conduct or any information which may be construed as evaluating the teacher.

3.13 Termination Notice. A probationer or the Board of Education must give a sixty- (60-) day written notice before termination of contract unless mutually agreed upon. If the contract is broken by the probationer without proper written notification, the Board of Education may take proper action.

ARTICLE 4. EVALUATION

4.1 Evaluation Procedure. All tenure teachers shall be evaluated at least once every three years. All probationary teachers shall be evaluated at least twice each school year. Primary evaluators shall be identified to the teaching staff by October 1. Other evaluators and observers shall be identified prior to their observation. The evaluations are to be in written form, completed in triplicate and signed by the evaluator and teacher. One copy is to be given to the teacher and one copy placed in the teacher's personnel file housed at the local building. The Superintendent's copy will not be transmitted by the evaluator until after the evaluation conference, at which time the teacher receives the written evaluation. In absence of a written evaluation during a school year, the teacher's performance is assumed to be acceptable.

4.2 The Teacher Appraisal Handbook, as amended August 1990 and revised April 2001, provides the minimum standards a teacher shall be expected to meet. During the first week of the school year, each teacher, who has not previously received one or who requests one, shall be given a Teacher Appraisal Handbook, as amended August 1990 and revised April 2001.

4.3 If the principal suspects or has reason to believe that there will be a marked adverse change from the previous evaluation of the teacher, this fact is to be brought to the teacher's attention in writing in order that the teacher will have reasonable time within which to attempt to correct the situation.

4.4 Tenure Teachers. Written explanation shall be given for a rating of "needs improvement" in the evaluation and must relate to the educational process and working relationships in the

educational process. When line item ratings less than "satisfactory" are given, suggestions to improve shall be listed on the evaluation, with sources of possible assistance included. When a rating of "unsatisfactory" is given, an Individual Development Plan (IDP) shall be developed by the evaluator in consultation with the teacher.

An Individual Development Plan is a document recommending courses of action to be taken when an evaluator determines it necessary or when a teacher who has been rated less than "satisfactory" and has not improved in an acceptable manner. An IDP will be written only after an observation. An IDP may be assigned by the administrator for up to six months. At the end of each six-month period, the administrator may extend the plan for another period of six months. The procedure may be repeated at the administrator's option. Completion of recommended courses of action shall evidence intent to improve but may not be construed to mean that the teacher has successfully remedied the unacceptable performance. Teachers placed on an IDP shall meet with the administrator writing the plan before said plan is implemented.

In a year in which a teacher is evaluated at least two (2) observations per year of a teacher's work in the classroom shall take place for a minimum of twenty-five (25) minutes during a regularly scheduled class period. The teacher may request and have an additional observation.

4.5 Probationary Teachers. An IDP shall be developed for a probationary teacher within the first ten weeks (of school being in session) after the actual teaching assignment begins. Each year during the probationary period an IDP shall be in place. The annual year-end performance evaluation shall be based on, but is not limited to, at least 2 classroom observations of at least 25 minutes in duration, held at least 60 days apart, unless a shorter interval between the 2 classroom observations is mutually agreed upon by the teacher and the administration, and shall include at least an assessment of the teacher's progress in meeting the goals of his or her individualized development plan.

4.6 Procedures.

- A. The individual teacher shall be notified not less than the day preceding the first observation nor longer than ten (10) working days in advance of the first classroom observation, but need not be notified of other observations.
- B. In all cases, classroom observations for a particular written evaluation shall be performed by the evaluator(s) who will also be the person(s) producing the written evaluation. There should be a reasonable interval of time between observations for a written evaluation. Following observations teachers will be provided feedback including items that the evaluator(s) believe require alteration or improvement within ten (10) working days of the classroom observation.
- C. A teacher may submit a rebuttal if he/she does not agree with the written evaluation. The rebuttal is to be attached to all object evaluations by the person responsible for the teacher's personnel file housing the object evaluation.
- D. It is agreed that no observation shall be made by any electronic device without the knowledge and agreement of the teacher.
- E. All formal observations of the teacher's performance shall be conducted openly and with the full knowledge of the teacher.

F. Formal evaluation of a teacher's performance shall not take place the first week of the school year at elementary, the first week of each semester at secondary, on a half-day (except kindergarten), during parent teacher conference days, on the day before or following a holiday or recess period.

G. All written evaluations will be completed and submitted to the teacher by June 1.

4.7 The written evaluation instrument adopted January 1990, and revised April 2001, by the School District shall be the exclusive evaluation instrument used. The evaluation instrument shall indicate an overall rating of satisfactory, needs improvement or unsatisfactory.

4.8 If an administrator is going to recommend that a teacher be terminated, the teacher shall receive his/her final evaluation at least ten (10) working days before the recommendation is made to the Board.

ARTICLE 5. LAYOFF AND RECALL PROCEDURES

Layoffs shall be governed by provisions 5.1 through 5.8.

5.1 Layoff means removal from the payroll with no employment rights other than retention of seniority status, extra-duty status, recall rights as noted below, and such other rights as provided.

5.2 If, because of unforeseen circumstances, such as reduction in student population, changes in curriculum or deficit financial conditions, it becomes necessary to reduce staff, the following layoff procedures shall prevail. The order of reduction of staff will be as follows:

- A. Tenure teachers in order of seniority (starting with the most senior) will be given the opportunity to take a voluntary layoff; provided, however, that no teacher will be allowed to take a voluntary layoff unless a qualified replacement for his/her position is available. As used in Section 5.2A, the term "qualified" means that the teacher must be certified and qualified as defined in Section 10.3 for the position. In addition, teachers of art, music, and physical education in grades K-5 must have a major or minor in the subject area.
- B. If the required number of layoffs cannot be effectuated through the voluntary procedure, involuntary layoffs will be effectuated in the following order:
 - 1. Non-tenure teachers in order of seniority (least senior first), however, the Board will retain non-tenure teachers when no tenure teachers are available or qualified for the position.
 - 2. Tenure teachers in order of seniority (least senior first).
- C. Notice of potential availability of voluntary layoffs shall be sent to all teachers not later than March fifteenth.
- D. Requests for voluntary layoffs shall be sent to the Assistant Superintendent, Human Resources no later than April fifteenth.

E. A teacher requesting a voluntary layoff shall be notified no later than June 25th if the voluntary layoff will be provided. If the request for a voluntary layoff is denied, the teacher who made a timely and proper application for a voluntary layoff shall be allowed to apply for any unpaid leave by July fifteenth, for which he/she would otherwise be eligible. In this case, the July fifteenth application shall be considered timely, and the controlling sections of Articles 18 and 19 shall determine if the leave is granted.

5.3 Subject to the provisions of this article, teachers with the most seniority will be retained to the last.

5.4 The voluntary layoff will be for at least one school year. Thereafter, the teacher may be recalled at any time.

While on voluntary layoff the teacher may return to active employment in any position (to be selected by the Board) for which he/she is certified and qualified and which is held by a less senior teacher; provided, however, that such return must occur at the beginning of the school year unless the Board agrees otherwise, and the teacher must give the Board written notice of his/her intent to return by the preceding March 1.

Should a voluntarily laid-off teacher refuse to return after recall, he/she shall be placed at the bottom of the recall list and, thereafter, be treated as any other involuntarily laid-off teacher. In the absence of written notice by either party, the teacher shall remain on voluntary layoff.

5.5 Written notice of involuntary layoff shall be received by all affected teacher(s) by May first. Teachers who are involuntarily laid-off will retain seniority and recall rights for three school years.

5.6 The Board will make an effort to find another teaching position for involuntarily laid-off teachers. This will be accomplished by sending a list of all involuntarily laid-off teachers to a reasonable number of district(s) specifically requested by a teacher.

5.7 A teacher who is still on layoff status at the commencement of the school year immediately following receipt of layoff notice in Section 5.5 above, but is recalled prior to December 1, shall be reimbursed by the Board for his/her actual cost of all direct-pay insurance benefits provided for in Article 25.

5.8 A teacher shall not be involuntarily laid-off because of curricular change unless such change would render the teacher non-qualified and he/she has refused other assignment opportunities for which qualified or has turned down training by the employer (at the employer's expense) to qualify him/her for existing vacancies.

A curricular change is defined as the elimination and/or alteration of a program which requires the change in certification requirements for the teacher. The Board's liability for training is limited to one semester or sixteen (16) semester hours (or equivalent), whichever is greater.

All references to training in this Section only apply to teachers who are eligible to meet the qualification requirements of Article 10.3.B.2 and 10.3.C.2.

Recalls shall be governed by provisions 5.9 through 5.12

5.9 When the Board determines it is necessary to recall a teacher, the most senior qualified (as defined in Article 10) teacher shall be recalled. Should the teacher refuse recall, he/she shall be

moved to the bottom of the recall list, but will not lose his/her seniority date. In this event, the Board shall then recall the next most senior qualified teacher who accepts recall.

When a vacancy exists and the most senior laid-off teacher is certified for the position but is not qualified or willing to become qualified for the position as provided for in Section 10.3, said teacher will not be recalled but will retain his/her seniority and will be moved to the bottom of the recall list.

If no laid-off teachers are qualified as per Section 10.3, then the Board shall hire a teacher to fill the vacancy. Nothing contained in this Article shall obligate the Board to transfer teachers or alter schedules to facilitate the recall of a laid-off teacher after October 1.

It is understood that vacancies at the high school will be filled by individuals meeting North Central accreditation standards. Based on seniority, a teacher on layoff who is certified for the vacancy but does not meet North Central accreditation standards shall be recalled to the position if the teacher agrees to take a minimum of six (6) semester hours per calendar year until such time as the teacher meets the North Central accreditation standards. The teacher must be enrolled in a minimum of three (3) semester hours within six (6) months of his/her notification of recall. Should the teacher not wish to be recalled to a position for which he/she does not meet the North Central accreditation standards, the teacher will not be recalled but will retain his/her seniority and will be moved to the bottom of the recall list.

Teachers, who are passed over for recall because they are not qualified for a vacancy, shall begin to accrue seniority from the date they are passed over in the same manner as if they had been recalled. All references to training in this Section only apply to teachers who are eligible to meet the qualification requirements of Article 10.3.B.2. and 10.3.C.2.

5.10 No new teacher shall be hired before involuntarily laid-off teachers with recall rights who possess the necessary qualification have been given an opportunity for recall as per Sections 5.8, 5.9, and 5.12.

5.11 Recall of involuntarily laid-off teachers will be based on reversal of Section 5.2 above; i.e., the last laid-off shall be the first recalled except as may be modified by Section 5.9 above.

5.12 Involuntarily laid-off teachers being recalled will be given five calendar days from the date of the receipt of a registered or certified letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond in writing within the five calendar day period (postmark) will cause the employee to be moved to the bottom of the recall list. (Also see Section 2.7)

5.13 Teachers who are scheduled to be laid off or transferred into positions for which they are not qualified within the meaning of Article 10.3.B.2 or 10.3.C.2, will be given tentative notice by May 15 of his/her qualification deficiency. At or before the end of the school year, the teacher will be given a second notice confirming that he/she is not qualified to teach the ensuing year's assignment. The teacher will be laid off if he/she either (1) fails to notify the Assistant Superintendent, Human Resources by June 25 that he/she will pursue the necessary course work to become qualified within the meaning of Article 10; or (2) notifies the Assistant Superintendent, Human Resources by June 25 that he/she will not pursue the necessary course work to become qualified within the meaning of Article 10.

5.14 A teacher, who is notified prior to the commencement of a school year that it will be necessary to take classes in order to be qualified as defined in Article 10.3.B.2 or 10.3.C.2, will be permitted to complete the required classes prior to the start of the school year following his/her assignment for which requalification is required. The teacher is required to enroll in class(es) by April 1.

5.15 A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

- A. The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had he/she been employed the entire school year.
- B. The salary earned through employment in the District shall not be less than his/her salary from same for a similar period during the preceding school year.

5.16 The status of shared-time teachers who are recalled and the status of teachers recalled to shared-time shall be covered by the following provisions:

- A. A shared-time teacher may be recalled to a shared-time position. The shared-time teacher shall receive pay and fringe benefits equivalent to his/her full-time equivalency status.
- B. A shared-time teacher may be recalled to a full-time position. If the teacher accepts the recall to a full-time position, the teacher shall receive full pay and fringe benefits.
- C. A full-time teacher who has requested shared-time for the school year in which he/she is recalled may be recalled to a shared-time position. If the teacher accepts the recall to the shared-time position, the teacher shall receive pay and fringe benefits equivalent to his/her full-time equivalency status.
- D. A full-time teacher who has not requested shared-time for the school year in which he/she is recalled, may be recalled to a shared-time position. If the teacher accepts the recall to the shared-time position, the teacher shall receive pay prorated to his/her full-time equivalency status and shall receive full fringe benefits paid for by the Board.

ARTICLE 6. TEACHER RESPONSIBILITIES

6.1 Policies and Regulations. It is the responsibility of the TEA and individual teachers to honor Board policies and administration regulations not in conflict with this Agreement.

6.2 General Responsibilities. It is the responsibility of the TEA and each individual teacher, as well as the Board, to provide the highest quality education program possible for every student in the School District. On the teacher's part this includes:

- A. Careful daily preparation of lessons, lectures, demonstrations.

- B. A teacher may be required to serve on no more than two committees during the school year. The length of service in each activity shall not exceed five months. An activity lasting more than five months shall satisfy the requirement of serving on two committees during the school year. Teachers may be requested to serve on district-wide, inter- and intra-school committees. This section is not intended to limit a teacher from voluntarily serving on any number of committees.
- C. A written notice will be provided of not more than three (3) required evening events each teacher is expected to attend. Written notice of up to two (2) building activities requiring all staff to be in attendance will be given by October 1. Each teacher will be given a written notice of the other required event(s) at least two weeks before each event. Parent-Teacher conferences are set forth in the school calendar and not included in the mentioned events. In any event the number of required evening events shall not exceed three (3).
- D. Promptness in meeting classes, keeping appointments with parents, students and other school employees, and in furnishing essential reports and information required by administrators. See Article 12, Teaching Hours.
- E. Principals may request teachers to attend important school functions.
- F. It is the responsibility of the teacher to assist the administration in maintaining discipline and proper student behavior, as set forth in the Student Rights and Responsibilities Handbook.
- G. Teachers shall make an effort to be aware and report the general health and well being of students as it relates to evidence of child abuse, nutrition and general childhood illnesses.
- H. Parent-Teacher Conference Schedule.

Level	Afternoon Session	Evening Session
Elementary	1:00 p.m. - 4:00 p.m.	5:30 p.m. - 8:30 p.m.
Middle School	12:30 p.m. - 3:30 p.m.	5:30 p.m. - 8:30 p.m.
High School	12:30 p.m. - 3:30 p.m.	5:30 p.m. - 8:30 p.m.

6.3 Absence. When a teacher is unable to be in school on any given day, he/she should contact the system-wide designated elementary or secondary number at least one and one-half (1 1/2) hours prior to the student starting time, in order that arrangements may be made for a substitute.

- A. A teacher shall not be charged a leave day on a day when schools are closed, as per Section 9.1, unless the absence was arranged for prior to the closing of school and is a day in a series of absences.
- B. Each teacher shall be provided at the beginning of the school year, the number that should be called when a substitute is needed.
- C. In the event of the absence of art, music, media, physical education, Spanish, and reading teachers, the Board agrees to provide substitutes when properly qualified substitutes are available.

- D. In the event that a remedial reading teacher notifies the Administration that he/she will be absent for more than five (5) consecutive contact days with students, a substitute shall be provided.
- E. These teachers will provide lesson plans to be used in the event of their absence and shall follow the call-in procedures as outlined in Article 6, Section 6.3.
- F. When a teacher calls in late, the Assistant Superintendent, Human Resources will contact the teacher to determine whether an emergency situation existed.

6.4 Unauthorized Absence. An absence without prior notification from the teacher to the administration or subcaller shall be considered unauthorized. Time lost by unauthorized absence from duty will result in a proportionate salary reduction for the first offense. The second offense shall be a proportionate salary reduction plus one-day mandatory suspension without pay. The third offense shall be a proportionate salary reduction plus a five (5) day mandatory suspension without pay.

Absences from parent-teacher conferences because of college-level classes shall be authorized if the teacher notifies the building principal at least three weeks prior to parent-teacher conferences. Teachers who are absent from parent-teacher conferences shall make up the conference outside of regular teaching duties.

6.5 Health Protection. In order to provide continuing health protection for students and other school personnel:

- A. Upon initial employment each employee shall provide by certification of his/her private physician evidence of:
 1. Such state of physical and mental health that he/she is able to attend to his/her assigned duties without undue absence during the ensuing year.
 2. Freedom from active tuberculosis and other communicable diseases.

6.6 Management Days. Substitute teachers shall be provided by the Board for up to three half days per teacher for elementary teachers working on management record systems and/or district-approved voluntary staff development activities. Teachers eligible for record management days shall schedule said half days in the following manner. Half days scheduled on Mondays, Fridays, and days before and proceeding holidays and vacation periods shall be requested at least ten (10) working days in advance and must be approved by the building principal. All other half days must be scheduled with at least twenty-four (24) hours notice to the building principal.

ARTICLE 7. RIGHTS OF ADMINISTRATION

The TEA recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the School District to the full extent authorized by law.

ARTICLE 8. JOINT RESPONSIBILITIES

8.1 The parties recognize the importance of a quality educational program designed to meet the need of all students. Changes in the program are effectively made when the Board, administration and teachers work in cooperation.

8.2 District committees established to study curriculum and program shall include teachers.

8.3 The organization of the instructional program and curriculum is designed to meet the special needs of all students within the teacher's regular work day. The regular work day shall not be changed if the result would be an expansion of the teachers' work time. The duties of teachers may be altered to meet the needs of students and teachers, providing that the teachers are given reasonable flexibility within the program.

8.4 The TEA will use its best efforts to assist the Board with ideas and plan to provide for maximum efficiency in the use of building facilities including change in existing buildings and design of new buildings.

8.5 Responsibility for student achievement is the joint responsibility of teachers, administrators, the Board, parents, the community, and students. Recognizing this, teachers are not solely responsible when a student does not achieve a level of performance determined in advance as a standard.

8.6 In order to maximize the cooperative effort between teachers and instructional aides, teachers who are to be assigned a new instructional aide shall be notified of the opportunity to be involved in the interview process prior to final selection. To the extent possible, the desires of the teacher shall be a criterion in the selection of the instructional aide. The principal will inform the teacher of his/her aide's job responsibilities as it relates to the effective use of the aide. The teacher will likewise be informed of his/her rights and responsibilities as it relates to the aide.

8.7 The parties agree to maintain or improve the high standards of educational opportunity for students and professional conditions that exist in Troy School District.

ARTICLE 9. HEALTH AND SAFETY

9.1 On days when students are excused due to bad weather, for safety reasons, teachers will not report to school. On days when students are dismissed early due to an emergency situation (i.e., severe weather, civil disaster, etc.), the teachers shall be excused as soon as all students and/or buses have left the building.

Any pupil instructional day which is canceled and which must be rescheduled in order to comply with 1984 PA 239, section 101 of the School State Aid Act, MCLA 338.1701(3), (4), shall be rescheduled as provided in Section 11.4 of this Agreement. If 1984 PA 239 is modified or repealed so as not to require the rescheduling of student instructional days, Section 9.1 of this Agreement shall be null and void, and the following language shall apply:

On days when students are excused due to bad weather, for safety reasons, teachers will not be required to report to school. Inasmuch as this is a paid work day, the teachers will report as soon as practical on these days. On days when students are dismissed early due to an emergency situation (i.e., severe weather, civil disaster, etc.), the teachers shall be excused as soon as all students and/or buses have left the building.

9.2 In emergency situations (i.e., severe weather with the threat of tornadoes, etc.), teachers may leave the building during lunch periods only after receiving permission from the building principal.

9.3 Teachers have the right to inspect the building, to which they are assigned, its premises, and equipment on their own volition, or as a result of the initial report of possible unsafe and/or unhealthy conditions. The report of an unsafe or unhealthy condition shall be reported in writing to the proper authority. Such report may include suggestions to correct the condition or remove the danger of said condition.

9.4 In any case, where a teacher is sued and held personally liable for injuries caused by an unhealthy or unsafe condition in the school building or equipment, the Board will indemnify and hold harmless the teacher against any damages adjudged against him or her providing the teacher had no knowledge of the condition or had knowledge and reported same in writing to the principal.

9.5 Emergency procedures for the District and each building within the District shall be established in the event of heating, ventilation, plumbing, and/or power failures. In addition, procedures for fire, tornadoes and severe winter weather shall also be established on the same basis. These procedures shall be placed in the Teacher Handbook.

Decisions to close the District's buildings or individual buildings shall reflect the safety and welfare of students and teachers and the possibility of continuing the educational program.

In the event a building is closed due to the above-mentioned reasons, teachers will be free to leave for the day after students and/or buses have departed and emergency procedures have been completed.

ARTICLE 10. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

10.1 All teachers employed by the Board shall have at least a Bachelor's degree from an accredited college or university and be certified or authorized in accordance with current state and federal law.

10.2 All teachers shall be employed under approved individual contracts based on certification, or annual authorization, in accordance with the State Board of Education and in accordance with federal and state regulations, and not in conflict with or violation of the Master Agreement.

10.3 Qualifications: As used in this Article and throughout this entire Agreement, the term "qualification" and "qualified" shall be defined as follows:

- A. To be qualified the teacher must be certified in accordance with state and federal law. It is understood that a teacher shall be required to meet the North Central accreditation standards during employment, unless waived by the District.
- B. In grades 6, 7, and 8 teachers of industrial arts (including applied tech and applied engineering), keyboarding, and physical education must possess a major or minor in the majority of classes taught.

10.4 Wherever the term "qualified" is used in this Agreement, it shall be as defined in Article 10, Section 10.3.

10.5 North Central: If the teacher is certified for the position but does not meet the North Central accreditation standards, the teacher must take a minimum of six (6) semester hours per calendar year until such time as the teacher meets the North Central accreditation standards. If transferred or

recalled on or prior to October 1, the teacher must be enrolled in a minimum of three (3) semester hours within six (6) months of notification or recall. Upon request of the Board, a teacher may elect to meet additional North Central accreditation standards at Board expense provided the expense per credit hour to the District does not exceed the current rate of tuition at Oakland University.

ARTICLE 11. PROFESSIONAL COMPENSATION

11.1 Salary Schedule. The salaries of teachers covered by this Agreement are set forth in Schedule A.

11.2 Extra-duty Compensation. The salary schedule is based upon a normal weekly teaching load during normal teaching hours, as hereinafter defined during the life of this Agreement. For any additional work or duties, the teacher shall be entitled to appropriate additional compensation, as provided in Schedules B, C and D.

11.3 Holidays and Paid Vacations. The following legal holidays shall be observed, and all schools shall be closed: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day. There shall be six (6) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day.

11.4 School Calendar.

- A. The school calendars are set forth in Schedule E of this Agreement. For purposes of teacher compensation, the calendar shall constitute 191 days inclusive of the 6 paid holidays. To insure provision of the minimum number of days of student instruction as required by MCLA 388.1701, as amended from time to time, days of student instruction may be rescheduled and the necessary modifications to the school calendar will be made.
- B. In the event that pupil instructional days have been canceled due to conditions not within the control of the Board, then instructional days shall be rescheduled to comply with MCLA 388.1701. In order to make up canceled days, the following days of the school calendar will be instructional days without any additional compensation to bargaining unit employees:
 - 1. The teacher noninstructional day at the end of the first semester (1/2 day of student classes; full day for teachers);
 - 2. The last teacher noninstructional day at the end of the second semester (1/2 day of student classes; full day for teachers);
 - 3. Add up to three (3) days to the end of the student year (full teacher/full student days) without additional pay.
- C. Rescheduling Required Instructional Time.
 - 1. If additional days of instruction must be scheduled to insure compliance with MCLA 388.1701 beyond those days specified in 11.4 B (1), (2) and (3), then such days will be scheduled at the end of the teacher school year; and teachers will be eligible for their daily rate of pay for such days taught. Rescheduled days in 11.4 B (3) and 11.4 C shall be scheduled before the last three (3) half days of the student year.

2. If minutes fall short district-wide, instructional time shall be increased on student half days during the current semester to avoid state aid loss, if reasonably possible. In other situations, the parties will negotiate before scheduling the required time.
- D. If MCLA 388.1701 is modified or repealed so as not to require the rescheduling of student instructional days, Section 11.4 of this Agreement shall be null and void and the following language shall apply:

School Calendar. The school calendar set forth in Schedule E of this Agreement are based on 185 teacher days of work and six paid holidays. The school calendar shall not be modified for the duration of this Agreement unless by mutual agreement.

- E. In any event teachers shall not lose pay for Act of God days as defined in MCLA 388.1701 which the Board decides not to make up or for which the law allows not to be made up.

11.5 Pay Periods. The teacher shall be given the option at the beginning of each school year of electing to receive his/her salary in twenty-one (21) equal payments or twenty-six (26) equal payments according to the pay schedules in Schedule A.

A teacher who elects the twenty-six (26) pay option may elect at the beginning of the school year to have the final five (5) payments in one payment on the last day of school or every two (2) week payments.

11.6 Compensation for Schedule B assignments shall, at the option of the teacher, be paid in a one-time payment upon completion of the activity, or a two-time payment, half at the midpoint of the activity and the remainder upon completion of the activity for which compensation is being received. If the coach elects to be paid in two payments, the mid-point payment shall be issued as follows:

Level	Fall Sports	Winter Sports	Spring Sports
High School	Last pay in September	Last pay in January	Last pay in April
Middle School	Last pay in September	Winter 1: Last pay in December Winter 2: Last pay in February	First pay in May

Compensation for Schedule C shall be paid in twenty (20) or twenty-five (25) consecutive payments consistent with the teacher's option in Section 11.5, commencing with the second payment of the school year. Compensation for Schedule D shall be submitted on timesheets.

11.7 Retroactive Pay. All retroactive pay shall be paid on the next regular payday.

11.8 Financial Institution Deductions/Direct Deposits. Financial institution deductions/direct deposits shall be transmitted to the financial institution on the date of the paycheck from which the deduction/direct deposit was made. All teachers shall enroll in direct deposit to a financial institution in the United States by November 1, 2004.

11.9 Paycheck Payments. The Board agrees to provide a biweekly schedule of payment to the TEA prior to the beginning of the school year. Pay checks shall be issued every other Friday according to the biweekly schedule. If a pay date falls on a contractual holiday, pay checks shall be issued one business day earlier.

11.10 Upon written application to the Assistant Superintendent, Human Resources, the Board or its designee may grant days off without pay.

11.11 Required Teacher Professional Development Days.

- A. **Required Professional Development.** Teachers shall be required to complete a minimum of thirty (30) hours of professional development annually. It is understood and agreed that the minimal amount of required annual professional development shall be in accordance with applicable state law and regulations.
- B. **Professional Development Activities Satisfying the Requirement:**
1. Summer workshops provided by the Troy School District.
 2. Martin Luther King Day Professional Development Workshop(s) in the Troy School District.
 3. Pre-approved out-of-district workshops paid for by the District (No additional compensation shall be paid if the workshop is on a non-workday).
 4. School year in-services (no guarantees to be scheduled or to attend; no guaranteed number of substitute days).
 5. No later than October 1, the District shall announce the professional development that shall be offered to teachers after school each marking period. Each of these sessions shall be scheduled for three hours. The District may choose to offer additional professional development opportunities for which teachers may opt to attend.
- (See Letter of Agreement Re: Professional Development for more information about qualifying activities.)
- C. **Time Requirement.** Teachers shall complete thirty (30) hours of professional development.
- D. **Recordkeeping.** Teachers may be asked to validate attendance at professional development requirement activities upon request. The teacher must keep his/her record and submit the record to the principal by the last teacher workday of the school year. Staff development in-service attended between the end of the teachers' school year and June 30th can be counted for either the current or successor school year.

ARTICLE 12. TEACHING HOURS

12.1 Teaching Hours. Starting and closing times of individual schools will be determined by the Board after due consideration of all relevant factors. These times shall be determined by August first of each year, and the TEA shall be so notified.

The total length of a teacher's workday shall not exceed seven (7) hours and ten (10) minutes per day. The workday shall be continuous except as provided for elsewhere in this Agreement. Rotation of late school schedule will be referred to the Professional Relations Committee.

The District agrees that no District or building level meetings will be scheduled the last three hours of the first teacher workday.

12.2 Teachers will be required to be at their designated workstations at least five (5) minutes

before the designated starting time of the first class in the secondary schools. The reporting and dismissal time before and after classes will be determined by a vote of the staff at a faculty meeting in the beginning of each school year. In each building teachers (general and special education classroom teachers, media specialists and reading teachers) may vote to select one of the following options for reporting and dismissal times:

	<u>High Schools</u>	
<u>Reporting Time before Start of Student Day</u>		<u>Dismissal Time after Close of Student Day</u>
10 minutes		12 minutes
12 minutes		10 minutes
	<u>Middle Schools</u>	
<u>Reporting Time before Start of Student Day</u>		<u>Dismissal Time after Close of Student Day</u>
10 minutes		20 minutes
15 minutes		15 minutes
20 minutes		10 minutes
	<u>Elementary Schools</u>	
<u>Reporting Time before Start of Student Day</u>		<u>Dismissal Time after Close of Student Day</u>
8 minutes		8 minutes

The selected option shall remain in effect for one entire school year. On a given day, teachers, with the approval of their principal, may leave earlier or arrive later than the designated times.

12.3 The TEA encourages teachers to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time.

12.4 Preparation for classroom teaching, building meetings, assigned non-teaching duties, extracurricular activities which are not covered by extra compensation, curriculum and other required professional committee meetings, exclusive of TEA meetings, are recognized as examples of professional responsibilities falling within the work week and/or day.

12.5 On Fridays and days immediately preceding school holidays and vacations, the teachers' day shall end at the close of the pupils' school day, except that the teachers should remain in the building until the buses have left the school grounds. Teachers involved in scheduled TEA meetings shall be excused at the end of the pupils' school day, except that this practice shall not apply to more than five (5) days when the entire TEA membership is involved.

12.6 Elementary Preparation Time. The Board agrees to provide a weekly minimum of two hundred twenty-five (225) minutes of preparation and conference time for all elementary teachers.

Planning time for classroom teachers (including kindergarten) will be scheduled in segments of at least twenty-five (25) minutes each day whenever possible, but will be guaranteed at least 25 minutes each day 4 days a week, unless the teacher agrees otherwise. Planning time for special teachers (art, music, physical education, media, Spanish, ESL, etc.) will be scheduled to provide a minimum of three (3) twenty-five (25) minute segments. Remaining planning time will be scheduled in segments of not less than fifteen (15) minutes. The District will make an effort to limit the number of sections per week for specials teachers to fifty (50).

12.7 On student half days, the class schedules shall be alternated to provide an equalization of teacher planning time.

12.8 Staff Member Death. Whenever a teacher or principal dies, the District shall provide substitutes for up to 80% of the teachers requiring substitutes in the affected building to permit

those teachers to attend the funeral. In buildings where more than 24 teachers require substitutes, and more than 20 substitutes are needed, the District will provide at least 20 substitutes, and will make a good faith effort to obtain additional substitutes. Persons in other buildings wishing to attend said funeral will request permission from the building principal. Permission will be granted, as long as substitutes are available without time loss from leave days.

12.9 Lunch Period, Elementary. All elementary teachers shall be guaranteed a duty-free, uninterrupted lunch period of forty (40) minutes per day. In the event a teacher has not had a forty- (40-) minute lunch period, he/she shall be excused immediately after school by the principal. Teachers are not required to stay in the building during their lunch period.

12.10 Lunch Period, Secondary. Secondary teachers shall have a duty-free lunch period at least equal to that of the students or 25 minutes, whichever is greater, during which they may leave the building.

12.11 Elementary Recess Procedure. The standard procedure shall be a fifteen- (15-) minute morning and fifteen- (15-) minute afternoon recess, but an individual school may choose to alter this by agreement of staff and principal. Recess period does not apply for the morning or afternoon that a particular class has physical education instruction, except in those cases where a teacher believes it to be in the best educational interests of his/her students. In this situation, the individual teachers shall supervise their own recess period.

A rotational duty schedule will be arranged so that teachers will supervise a minimum of two (2) classes at one time. Teachers may volunteer to take their own classes to recess and, therefore, will not be placed in the rotational schedule. A teacher who is not supervising recess shall not be assigned any other duty at that time.

12.12 It is recognized by the Board and the TEA that reasonable grade level, departmental, school improvement and general faculty meetings are a necessary and integral part of the professional duties of teachers. Up to a maximum of three hours per month may be used for such meetings. Two (2) of the three hours per month shall be scheduled for collaboration as determined by each building's Instructional Leadership Team (ILT) in conjunction with the building principal or building supervisor. The remaining one (1) hour per month shall be reserved for general faculty meetings.

During the North Central internal visitation process, up to one (1) hour of the three (3) allocated hours for general faculty meetings may be used per marking period for North Central visitation activities. During the year of an external visitation, up to one (1) additional hour per month may be used exclusively for NCA visitation activities. Every effort will be made not to schedule meetings on designated half-day workdays, on two consecutive days, on Fridays, or days preceding a vacation, recess, or holiday period.

Attendance at faculty meetings is required following the posting or distribution to all teachers of a tentative agenda including an approximate ending time at least twenty-four (24) hours prior to the meeting. If it is necessary for a teacher to be excused from a properly announced meeting, it shall be the responsibility of the teacher to obtain the information covered at the meeting.

12.13 Teachers shall be relieved of teaching duties during the course of their involvement in diagnostic interpretations meetings. Teachers required to attend IEPC meetings shall be relieved of teaching duties during the course of their involvement in said meeting.

12.14 All teachers shall be informed no later than Thursday of the week preceding the event of temporary workday schedule changes which result from special activities such as assemblies and homerooms. In the event a scheduled special activity is canceled or rescheduled, all teachers shall be notified immediately.

12.15 With the approval of the special education director, school psychologists and social workers shall be allowed to adjust their workday so as to provide compensatory time for meetings with parents outside of their normal day.

ARTICLE 13. CLASS SIZE

13.1 Teaching Loads and Assignments, Elementary (K-5)

- A. It is recognized by the Board and the Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class sizes at acceptable numbers as dictated by the financial conditions of the District, the building facilities available, and the best interests of the District as deemed administratively feasible.
- B. Every effort shall be made to equalize loads throughout the building at each particular grade level. By the second Friday of the school year, these loads shall be equalized.
- C. It is the recommendation of both the Board and the Association that classroom assignments shall be based upon the following considerations:
 - 1. Physical size of the classroom
 - 2. Set maximums at this grade level
 - 3. Normal size of these grade level students
- D. Class Size Maximums

Elementary	Maximum Students	Note
Kindergarten	26 (27*)	Split classes prohibited; 27=\$80/marking period for each student in excess of 26 to TEA* *or .5 aide
First, Second	28 (30*)	29, 30=\$80/marking period for each student in excess of 28 to TEA or .5 aide
Third, Fourth, Fifth	29 (30*)	30=\$80/marking period for each student in excess of 29 to TEA or .5 aide
Art, Vocal Music, Physical Education, Media	30	
Split Grade Classrooms***		80% of max for lower grade level
Ungraded Primary		80% of max for lower grade level

*The District shall retain the flexibility to address an overcrowding situation by transferring some students within the building or to another building, or hire an additional teacher, using rooms available in existing facilities.

**TEA (throughout article in same context) means TEA Scholarship Fund for graduating Troy School District high school students

***A split grade classroom is two consecutive grades (i.e., first and second, fourth and fifth) in the same classroom

13.2 Teaching Loads and Assignments, Secondary (6-12)

A. Class Size Maximums

Level	Maximum Students	Note
Middle School 6-8	30	
Exceptions:		
Computer	28	
ESL	25	
Foreign Language- full year	25	
Foreign Language-exploratory	28	
Home Living	24	or number of lab stations, whichever less
Industrial Education	24	or number of lab stations, whichever less
English, Language Arts and Reading	30	all classes must average 26
Music		100-199 students/day=1 sectional; 200+ students/day=2 sectionals
Physical Education	33	
Science	28	or number of lab stations, whichever less
High School 9-12	30	
Exceptions:		
Advanced Placement	25 (30)	26-30=\$80/marking period to TEA for each student in excess of 25
Computer	26	
ESL	25	
English, Reading, Language Arts	30	all classes must average 26
Exceptions:		
Basic English –Level 1	15	
Basic English- Level 2	21	
TV Production	26	
Foreign Language-	25	
Home Economics	24	or number of lab stations, whichever less
Exceptions:		
Marriage & Family Life	30	
Child Growth & Development	30	
Housing and Home Furnishing	30	
Stitchery	30	
Singles Survival	30	
(additional exceptions need approval of secondary curriculum committee)		
Music		100-199 students/day=1 sectional; 200+ students/day=2 sectionals
Physical Education	33	
Progressive Learning Support (PLS)	21 (23)	(22-23) = \$80/marking period to TEA for each student in excess of 21
Science	24	or number of lab stations, whichever less
Social Studies – basic	25 (30)	26-30=\$80/marking period to TEA for each student in excess of 25
Vocational Education	24	or number of lab stations, whichever less

B. English and Reading classes (6-12)

- Teachers shall be responsible for grading no more than one hundred thirty (130) students. For teachers who do not teach English classes full time, the daily student totals shall be as outlined below:

1 English class	26 students
2 English classes	52 students
3 English classes	78 students
4 English classes	104 students
<i>Example:</i>	4 English + 1 Social Studies =134 students

2. In grades 6, 7, and 8, when an English class is combined with any other departmental class for the purpose of team teaching, an aggregate maximum of no more than fifty-six (56) students shall be scheduled into the two classes.
- C. Maximum Enrollments. When any class in a school reaches the maximum number of students, the Administration with the Association will formulate plans for handling the first enrollee over the maximum. The following shall be used as criteria in solving the overcrowding situation:
1. Transfer student(s):
 - a. within the school
 - b. to another building
 2. Hire an additional teacher, using rooms available in some other community facilities if necessary.
 3. In the event of an emergency (defined as a situation which cannot be resolved by the above procedures) the planned maximum may be exceeded by two (2) pupils.
 4. Either party to the master agreement may request a meeting to discuss alternative methods to numbers 1, 2 and 3 above. In this situation, the parties shall meet and discuss alternative methods such as, but not limited to, those listed below:
 - a. Voluntarily increasing shared-time/part-time assignments.
 - b. Recall a laid-off teacher, which may possibly necessitate the involuntary transfer of a teacher(s).
 - c. Voluntary assignment of a sixth teaching period in the secondary buildings. (Pay shall be equal to one-fifth (1/5) of the teacher's pay rate.)
 - d. The voluntary assigning of a sixth teaching period in the secondary may be accomplished after the following criteria have been considered:
 - 1) Availability and district-wide seniority within the department of the affected building.
 - 2) The number of sixth period class assignments the teacher has taught in past years.
 - 3) Teacher possesses the contractual requirements for teaching said course.
 - 4) Any other criteria upon which the parties agree.

If a qualified teacher accepts the assignment, he/she shall be placed at the bottom of a separate seniority list. This list is developed for and within the procedures of these subsections only. The intent is to allow as many different teachers as possible the

opportunity to teach a sixth period when and if the assignment is necessary and agreeable to the Association, Board and teacher.

High School/Middle School. Should it be necessary for a sixth period assignment to go beyond the first semester, the assignment shall be re-offered within the same procedure as used in the first semester. The intent of re-offering is to allow another bargaining unit member the opportunity to voluntarily accept a sixth teaching assignment.

The intent of Section 4 is to allow the parties the opportunity to discuss and agree upon alternative methods of handling an overload of students at the secondary level. Should alternative proposals outlined in section 4 above not be acceptable to the parties, sections 1, 2 or 3 shall be implemented.

- D. It is the recommendation of both the Board and the Association that classroom assignments shall be based upon the following considerations:
 - 1. Physical size of the classroom
 - 2. Set maximums at this grade level
 - 3. Normal size of these grade level students
- E. Every effort shall be made to equalize class sizes of like sections in the same department.

13.3 Mainstreaming/Special Education. The student age range in a classroom and/or caseload shall not exceed the state/federal regulations, rules or guidelines. Special education class size maximums shall be as provided in applicable federal and state statutes and the applicable administrative rules for special education.

13.4 When practicable, reasonable efforts shall be made to equalize or balance the numbers of Special Education, 504 and/or ELL students in like classes.

ARTICLE 14. TEACHING CONDITIONS

14.1 A high school teacher shall not be assigned more than five classes per day totaling two hundred ninety (290) minutes, and a middle school teacher shall not be assigned more than five classes per day totaling two hundred eighty-seven (287) minutes. Secondary teachers will have a preparation period of the same length as a one of his/her class periods each day. The class periods will range between fifty-five (55) and sixty (60) minutes in duration. In the event the Board increases the passing time at secondary, the increased time shall be taken from the class period.

Reading practitioners shall have two (2) non-student periods. Effective with the 2007/2008 school year, middle school reading support teachers shall have one non-student period. A maximum of ten (10) one-half days of guest teacher support, as determined by the teacher, will be provide to each middle school reading support teacher for student testing annually.

Building Restructuring. A building principal may convene a building committee for the purpose of restructuring. The building committee may submit recommendations for restructuring in the building to the Superintendent (or Superintendent's designee) and the TEA Executive Committee for approval. The Administration and the TEA will appoint equal numbers of members to the building committee. If approved by the Superintendent (or Superintendent's designee) and the TEA Executive Committee, the recommendation shall be submitted to a vote of the regular TEA members working in the building on at least a half-time basis. If at least 75% of the teachers who

vote approve the restructuring recommendations, the recommendations shall be implemented at the beginning of the next school year, unless otherwise agreed by the Superintendent (or Superintendent's designee) and the TEA to implement the restructuring at a different time. Unless otherwise agreed, these changes shall remain in effect for at least the duration of one school year.

These changes shall remain in effect for subsequent school years, unless disapproved by the Superintendent (or Superintendent's designee) or the TEA in writing by April 1st of the preceding school year. At the request of either party made before February 1st, the restructuring changes may again be submitted to a vote of the regular TEA members working in the building on at least a half-time basis. Such vote shall be completed by March 15th. It is understood and agreed that any restructuring changes under this provision shall not address salaries, benefits or teacher performance. It is also understood that because the restructuring contemplated by this provision changes the contract, the vote shall be conducted by the TEA.

14.2 No secondary teacher shall have more than three (3) preparations unless the teacher requests or accepts more.

Any course offering or level of a course offering, whether it is at the same or a different level, in which students are evaluated for credit, shall be considered a preparation. The combining of two (2) or more course offerings in one (1) class period shall count as two (2) or more preparations. The following are excluded from being defined as a preparation: student assistants, independent study, study halls, in-house suspensions and co-op coordinating hours.

14.3 In schools where beverages are not otherwise or already available, vending machines shall be installed at the request of the TEA, the proceeds to be used at the discretion of the building faculty.

14.4 Safety goggles and protective clothing will be provided to teachers of special areas, i.e., shop, science, art, and home economics. Laundry services will only be provided for auto mechanics, metal shop, machine shop, printing and welding teachers.

14.5 Scheduling of Special Subjects. All scheduling of special subjects (art, music, physical education, media, Spanish, and ESL) will be done by the building principal after consultation with special subjects' teacher(s). Scheduling shall make due allowance for the best overall education benefits for all students. The scheduling shall include kindergarten (physical education only), and special education classes and provide travel time between buildings in addition to lunch time and planning time provided for elsewhere in this Agreement.

14.6 Multi-building Assignments (Elementary). Elementary special subject teachers (music, art, physical education, Spanish, and ESL) will be provided twenty (20) minutes to travel between schools up to 4.9 miles apart; twenty-five (25) minutes to travel between schools 5-6.9 miles apart; and thirty (30) minutes to travel between schools more than 7 miles apart. Distances between schools will be as prescribed on the district mileage charts. Two designated parking spaces shall be reserved near the main entrance of each elementary school for traveling teachers. These spaces shall be adjacent to one another and clearly marked with vertical, posted signage.

14.7 Multi-building Assignments (Secondary). Secondary teachers assigned to more than one building shall not be required to travel between buildings on their lunch hour. Secondary teachers traveling between schools on their preparation period will receive five hundred dollars (\$500) per year. Appropriate proration of the five hundred dollar (\$500) amount will be paid to teachers

traveling between schools for less than a full year. Teachers shall receive the lump-sum payment in the last regular paycheck issued in June of the teacher's school year.

14.8 Non-teaching Duties and Assignments. Teachers will be relieved of miscellaneous non-teaching duties. To the extent that the Board is able to provide, such duties shall be performed by principals, secretaries, clerks, aides, custodians and other employees.

- A. Secondary counselors may be required by the building administrator to interact with the students in the school cafeteria during lunchtime. Counselors will not be required to monitor or supervise lunch procedures during this time. The counselors may leave the school cafeteria to meet privately with a student when in the counselor's judgment the student's need will best be served by a private conference.
- B. Each secondary building shall have additional paid office help at semester ends to aid teachers. Individual buildings will arrange scheduling of this additional help as mutually agreed to by the principal, the staff of the building and the Human Resources Department.

14.9 Teaching Conditions. The Board recognizes its duty to keep the schools properly equipped and maintained, including:

- A. Adequate lunchroom, restroom and lavatory facilities will be reserved exclusively for staff use. At least one room, appropriately furnished, shall be reserved as a staff lounge.
- B. Adequate rooms for use by special subjects' teachers, diagnosticians, psychologists, social workers, etc. Separate lockable storage cabinets of appropriate size shall be provided for the special subjects' teachers as needed.
- C. Telephone facilities shall be provided for teachers' use for school business and reasonable personal calls. The location is to be determined by the principal and staff as provided in letter of understanding.
- D. Paved parking facilities reserved for teachers' use during school hours.
- E. Two (2) classes will not be scheduled to meet in the same classroom at the same time except where rooms are physically designed for this purpose, the teachers arrange joint sessions, or to accommodate emergency situations that do not extend beyond the close of the school day.

14.10 Teaching Supplies. The Board shall provide equipment and supplies for every class so as to maintain a high level of instruction for the children of Troy.

- A. Purchase orders for supplies and equipment ordered by the teachers for the current school year shall be issued by the Board within twenty (20) calendar days from the date of submission of a requisition to the principal, except for those items that are placed out for bid.
- B. Delays in shipping and the placing of an item for bid shall be reported to the teacher by the building principal as soon as he/she becomes aware of delay. Supplies and equipment ordered by a teacher for the ensuing school year shall be in the classroom September first, unless a delay occurs and in that event, the teacher shall be so notified by the building principal on the teachers' first work day.

14.11 Library Use. Libraries and Media Centers shall be maintained as resource and learning centers, not as classrooms, other than for classes involving the use of media center materials. Students shall not be assigned to the library for disciplinary reasons.

14.12 In-service Training.

- A. Five (5) half days per year may be allowed for in-service training, workshops, curriculum studies, etc., not including special days as listed in the calendar.
- B. The District shall make in-service training on special education issues available to teachers prior to the beginning of the school year.

14.13 Report Cards. Report cards shall be consistent among buildings at all three (3) levels (elementary, middle and high school). Any new evaluation tool, such as report cards, shall be reviewed by a committee at that level.

- A. Report cards or final grades shall not be routinely required to be completed and handed in earlier than the end of the second work day following the last day of the marking period as shown on the calendar. It is recognized, however, that grades may be required for certain students earlier than the time lines above, and the teachers agree to cooperate and submit grades earlier under these special circumstances (examples of special circumstances include student moving, scholarship and admission to college).
- B. Teachers shall have the authority to grade students and recommend whether a student shall be passed or retained. Any person or committee who has authority to change or reverse a teacher's decision shall do so only after furnishing the teacher with written notification of their action. The notification shall include the name of the student and rationale for said change.
- C. Teachers with classes that regularly meet only every other school day will be required to grade students pass/fail for the first and third marking periods and with a regular letter grade at the end of the second and fourth marking periods.

14.14 Progress Reports. Progress reports for students achieving less than an average or satisfactory grade are routinely required at the end of the middle week of every marking period, unless otherwise agreed to by the parties (See calendars). If, however, a student has been identified by the school psychologist, social worker, counselor or administrator as needing special attention, an arrangement can be made to provide more frequent progress reports.

14.15 The parties seek to educate young people in the democratic tradition; to foster their recognition of both individual freedom and social responsibility; to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights; and to instill appreciation of the values of individual personality.

14.16 Responsible teaching shall be encouraged for all teachers who shall exercise such responsibility within the framework of the curriculum, school policies, good judgment and common standards of decency which shall prevail at all times. Within these guidelines, the teacher is encouraged to teach the student in the best manner of which he/she is capable.

14.17 Teachers have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.

14.18 Teacher parking lots at the high schools shall be patrolled during the normal school hours.

14.19 All teachers and the TEA Office shall be furnished copies of their building's handbook(s) and work rules which may be adopted. District Board Policy books will be available in each building.

14.20 The Board agrees to provide necessary support service for teachers who have students who do not speak English or for students who speak English as a second language. The support services may include in-service education, intermediate school district consultants (as available) and educational materials (as available).

14.21 Field Trips. The Board agrees to permit teachers to conduct approved educational field trips and, when necessary, to provide substitute teachers at Board expense.

The Administration shall provide the bus driver with a map to the destination. At the time of approval, the Transportation Department shall furnish the requesting teacher with a statement of total costs, including complete mileage costs, bus driver's meal (if appropriate) and any other added costs.

14.22 Conferences. Teachers attending approved professional conferences shall be released from teaching duties without loss of leave days or compensation. The expenses for such conferences shall be assumed by the Board. Every effort shall be made to equitably distribute approved conferences according to the following levels: K-2, 3-5, 6-8, 9-12, and Special Education.

14.23 Mainstreaming. The Board shall provide in-service training and orientation for general education teachers and special education teachers who are involved in mainstreaming prior to the mainstreaming of a student. The in-service training and orientation shall include, but not be limited to, a clarification of the teacher's rights and responsibilities as they relate to grading, instruction, communication with parents and support personnel and reports.

- A. Teachers shall be provided written guidelines as to the law, District policy and appropriate persons to contact regarding mainstreaming and special education.
- B. General education teachers will be informed and consulted in regards to the nature of a special education student's disability.

14.24 The principal, with the consent of the counselor, may request Central Office for approval that a counselor be allowed to work up to two (2) weeks during the summer break. If the counselor does work during the summer break, he/she shall be paid his/her daily rate of pay for each day worked.

14.25 When locker rooms cannot be supervised by teacher staff, adult supervision will be provided by the Board.

14.26 Home economics teachers who are required to purchase groceries for their class shall be permitted to do so through the district food services whenever feasible.

14.27 Teachers will be provided reasonable access to duplicators and photocopiers for instructional purposes subject to machine capacity and other building requirements.

14.28 Video taping of TEA members performing regular daily duties during the seven- (7-) hour and ten- (10-) minute teacher workday will not be broadcast on cable television unless the TEA member signs the cable release form.

ARTICLE 15. TRANSFERS

15.1 Bargaining unit regular and extra-duty positions which will be vacant at the start of the next school year shall be posted at each school, at the Administrative Center and at the TEA Office. After building assignments are made, the resulting known vacancies will be posted for seven (7) calendar days between May first and July thirty-first. All bargaining unit regular and extra-duty positions which become vacant during the school year shall be posted at least seven (7) calendar days prior to the position being filled, except by a substitute teacher. The posting shall contain the following information:

- A. The building or special service department
- B. The tentative grade level or teaching schedule
- C. The academic and professional qualifications desired for the position
- D. The certification requirements and, if any, the accreditation requirements

Teachers desiring transfer to one of the posted vacancies shall submit a transfer form to the Human Resources Department by the end of the day on the last day of the posting. Any application shall be confidential at the request of the employee.

15.2 The Human Resources Department will forward all applications to the appropriate building administrator within seven (7) calendar days of the close of the posting period for scheduling of interviews. The administrator will consider the applicants' qualifications as they relate to the posting as well as all applicants' respective length of area seniority (elementary, middle school and high school) with the District.

15.3 After all qualified applicants have been interviewed, the Human Resources Department will inform all applicants of the results within ten (10) workdays following the last interview. If a teacher's request for voluntary transfer is denied, the teacher may request a meeting with the building principal involved. At that meeting the teacher will be notified of the reasons for the denial of the transfer request. This procedure may be continued to the Deputy Superintendent for Instruction, K-12 and then to the Superintendent of Schools.

15.4 When new buildings are to be opened, earlier posting dates may be added to the schedule in 15.1 above.

15.5 When a school is opened that is not a receiving school for a closed school, the principal, if a principal was transferred, may voluntarily transfer up to one-half of his/her current teachers to the new building. The remaining positions shall be filled by teachers transferring from other buildings or returning from leave. If a current principal is not assigned, up to one-half of the teachers shall be placed without regard to seniority ranking. In all cases teachers selected shall be selected in accordance with the transfer provisions of this Agreement. New teachers shall be hired if current teachers, by transfer, do not staff the building. All staffing shall be completed by June 1.

15.6 All teachers shall be given written notice of their tentative assignments for the forthcoming year no later than the first day of June or as soon thereafter as possible, at any rate, at least thirty

(30) days before school starts. For any subsequent changes the teacher will be notified in writing prior to the change taking effect.

15.7 All bargaining unit regular and extra-duty positions which become vacant during the school year shall be posted at least seven (7) workdays prior to the position being filled, except by a substitute teacher.

Vacancies occurring during the school year will be filled on a tentative or temporary basis until the end of the school year. The Board is not required to fill the vacancy from within the District and at its option may choose to hire a teacher to fill the vacancy for the duration of the school year. If the teacher originally in the position does not return for the ensuing school year, then the Board shall post the position for the ensuing school year. It is understood that a teacher hired to fill a vacancy which occurred during the school year may apply for the position should it be posted for the ensuing school year.

15.8 All administrative vacancies will be publicized by being posted at each school, at the Administrative Center, and at the TEA Office. The posting shall include all pertinent information, including qualifications. All applicants who are employees of the District shall be given consideration and shall also receive written notification of the filling of the position. The Board supports a policy of promotion from within the District, except when local candidates fall short of qualifying well for the position in the judgment of the Administration.

15.9 Prior to the beginning of the school year, a currently employed teacher shall be granted lateral transfers before a new teacher is hired for the position in question, providing there are at least three (3) qualified transfer applicants. A transfer within a building shall be granted to teachers currently assigned to the building who request a transfer. At the elementary level, Grades K-2 and Grades 3-5 shall be considered as separate disciplines for the application of this Section.

15.10 Definitions. When used in this Article, the following terms shall mean: (1) A transfer is a change in building, grade level, department, course or subject matter; (2) a voluntary transfer is one requested by the teacher on his/her own or at the suggestion of the Administration; (3) an involuntary transfer is one not requested by the teacher; (4) qualification shall be primary qualifications as defined in Section 10.3.

15.11 In the event the district elects to close a building the teachers in the affected building shall be reassigned according to the following procedures:

- A. A teacher may elect any vacant position for which he/she is certified/qualified.
- B. Teachers who do not elect to fill positions as in A above shall be allowed to bump teachers in buildings which are receiving students from the closed schools. A receiving school shall be defined as those buildings of the same kind (elementary, middle school, high school) who are receiving more than 10 percent of the students from the closing school. Teachers who are certified/qualified shall bump by seniority into positions in the receiving schools. Percentage of teachers from the closed building available for the receiving school shall be equal, or as equal as possible, to the percentage of students from the closed building assigned to the receiving school. In the case of more than one receiving school, teachers of the closed school may select their receiving school.
- C. Any staff which is unassigned as a result of B above shall be assigned to positions for which they qualify or if no position exists they shall be laid-off.

D. In the event buildings are closed after the school year has started the procedure for bumping (assigning the teachers) shall be referred to the Professional Relations Committee to insure that "double bumping" does not occur.

15.12 Teachers are subject to involuntary transfers from position to position and from building to building at the discretion of the Superintendent or his/her designee. The one exception to this Section is in the case where a building or department has an excess of teachers due to changes in enrollment. In such a case, vacancies in other buildings will be filled by the least senior teacher in the affected building or department who is qualified for the vacant position. However, a more senior qualified teacher in the affected building or department may volunteer to be transferred as excess staff at the same level to which the teacher is currently assigned (i.e., elementary K-2, elementary 3-5, middle school, or high school) instead of the least senior teacher, provided that the least senior teacher would not otherwise be laid off. A teacher volunteering to be the excess teacher in a building may withdraw his/her request to be an excess teacher, but must do so by providing written notice to the Assistant Superintendent, Human Resources by the last student day of the school year. Excess teachers shall be tentatively assigned to known vacant positions no later than the fifth work day prior to the end of the teachers' work year, whenever possible. At the elementary level, Grades K-2 and Grades 3-5 shall be considered as separate disciplines for the application of this Article.

15.13 Teachers transferred against their wishes may request a hearing with the person making the transfer to show "just cause." The hearing shall be held before said transfer becomes effective.

15.14 A teacher who is transferred shall be certified and qualified to teach in the new assignment. Notice will be afforded the teacher in accordance with Article 5, Sections 5.13 and 5.14.

15.15 Vacancies shall be filled with voluntary transfers, where possible. If transfers are found to be necessary, the teacher will be notified prior to the end of the current school year. If said transfer is deemed necessary after this deadline, the date of notification will be no later than July first, whenever feasible. Upon request of the teacher, a meeting will be held between the teacher, the TEA and the Assistant Superintendent, Human Resources, at which time the teacher will be notified of the reasons for such transfer.

15.16 No teacher shall be transferred involuntarily two (2) consecutive years, nor more than once during the school year, other than where such involuntary transfer is necessary to avoid a teacher traveling between buildings or in exceptional circumstances, which will be discussed with the Professional Relations Committee.

15.17 In the event it becomes necessary to make an involuntary transfer not covered in Section 15.12 above, the least senior teacher who is certified and qualified in accordance with Article 10.3, shall be given the transfer unless there is a more senior teacher who is teaching outside his/her area of major/minor (middle school) or does not meet North Central requirements (high school); provided, however, if this exception resulted in the layoff of the more senior teacher, the exception shall not apply.

15.18 Involuntary transfers may occur for the following reasons: (1) no applicant requesting a transfer for the position(s) in question meets the posted specifications; (2) to facilitate the recall of a laid-off teacher; (3) to facilitate the return of a teacher on leave; (4) to avoid the layoff of a teacher (in which event primary and alternative qualifications shall apply); (5) change in student enrollment patterns; (6) reduction in program; (7) change in program; and (8) failure to meet "highly qualified"

standards of No Child Left Behind Act (based upon documentation on file in the Human Resources Department as of April 1st).

15.19 In the event a change in assignment occurs after June 1 and prior to the beginning of school in the fall, knowledge of this transfer will be sent to the teacher in writing within twenty-four (24) hours after the administrative transfer has been made. Notice will be sent to the teacher's summer address and include the reason for the change.

ARTICLE 16. SENIORITY

16.1 Seniority is based on date of hire minus time spent on unpaid leave of absence, except for health and military leaves. Seniority is lost when employment as a teacher is terminated. Date of hire is defined as most recent first day of work or date of teacher signing first contract, whichever is first. In case of equal seniority, teacher seniority placement shall be determined by a one-time drawing among teachers tied with each other. The time and place of drawing shall be determined by the Association and Board and announced to all teachers. The first name drawn shall rank ahead of the second, the second ahead of the third, etc. A person who becomes a member of the bargaining unit after June 1, 1982, and is tied, shall participate in a drawing as above within fifteen (15) school days of commencing work.

The drawings shall take place at the Administrative Center at the date and time announced five (5) days prior to the drawing. A teacher who does not participate in the drawing shall have his/her number drawn by the Association President.

16.2 Beginning September 1, 1981, unpaid leave of absence, except as provided to the contrary in the then effective Collective Bargaining Agreement, or in the event no Collective Bargaining Agreement is in effect, the most recent expired Agreement, shall be deducted in monthly multiples from the teacher's accrued seniority.

16.3 To receive seniority credit for a month, a teacher must work until on or after the fifteenth (15th) of the month or return to work on or before the fifteenth (15th) of the month.

16.4 Should the fifteenth (15th) of a month be a non-scheduled work day, the teacher must work the last scheduled work day prior to the fifteenth (15th) of the month or return the first scheduled work day after the fifteenth (15th) of the month.

16.5 Beginning September 1, 1985, seniority credit shall be earned at the rate of ten (10) months per year. To earn credit for a month, the provisions of 16.3 and 16.4 shall apply. It is understood that this provision shall not in any manner modify the seniority list in effect as of September 1, 1985.

16.6 A teacher who becomes a member of the administration shall retain previous seniority but shall not accrue seniority while not in the teacher unit.

16.7 The seniority list adopted by the TEA on August 24, 1982, is the official seniority list and shall be updated as per this agreement.

16.8 A substitute who is hired to replace an absent teacher and is ultimately placed under contract for the position shall have a date of hire as the first day in the assignment.

16.9 When a teacher's absence due to injury or illness exceeds forty (40) consecutive days beyond the accumulated sick leave, the experience credit for these excess days shall be deducted on the basis of the closest tenth of a year.

ARTICLE 17. LEAVE PAY

17.1 Annual Leave. Fourteen (14) leave days per year shall be allowed, without loss of pay, for the following reasons:

- A. Personal illness
- B. Serious illness in the immediate family, which includes spouse, children and the members of the employee's household, parents and foster parents of employee or spouse and brothers and sisters of the employee.
- C. Death of a relative
- D. A teacher may use a maximum of twenty (20) days from his/her accumulated annual leave for the purposes of adoption. In instances involving international adoption where travel outside of the United States is required, a teacher may use a maximum of thirty (30) days from his/her accumulated annual leave for the purpose of adoption.
- E. Four (4) of the fourteen (14) annual leave days may be used for personal business, not including activities for pleasure.
- F. The teacher may borrow in advance from the following year's annual leave allowance by executing a promissory note through the TEA in favor of the School District, said note to be co-signed by the TEA. The teacher may borrow a maximum of five (5) days from the following year's annual leave allowance.

17.2 Accumulated Leave Days. All the unused leave days shall be added at the end of each fiscal year to the employee's unlimited accumulated leave day reserve. Said leave day reserve may be used for reasons A, B, C and D above and/or as a basis for calculating severance pay.

17.3 Absence from a Paid Workday. When an employee is absent on an in-service day or other paid workday, he/she shall not receive his/her salary and shall be subject to the penalties under Unauthorized Absence, for such day unless his/her absence is covered under the preceding paragraphs of this Section or other sections of this Agreement.

17.4 Absence before or after a Paid Holiday. Anyone wishing to take days off without pay before or after a paid holiday must make special arrangements with the Assistant Superintendent, Human Resources ahead of time, or risk loss of pay for the holiday. If more people request such time off than the Administration is able to provide substitutes for, the earlier requests will receive more consideration.

17.5 Adjustment due to Unfinished Contract. Instructional personnel who leave the employment of the District before termination of the current year's contract for reasons other than those beyond his/her control will forfeit one (1) leave day for each school month remaining at the date of termination of services, whether or not such leave days have already been used. Adjustment for such forfeiture shall be made on the employee's final paycheck.

17.6 Absence due to court appearance or hearings before an administrative agency in a case connected with employment in the District or due to being subpoenaed on any proceeding connected with school duties will be paid for without being charged against sick leave or business leave days.

- A. Absence in non-school-related court appearances may also be paid and charged against leave days with administrative approval.
- B. If a teacher must serve on jury duty, he/she will be paid the difference between his/her jury pay and his/her regular pay, without loss of leave days.

17.7 Absence due to illness resulting from contact with children at school, if the contagious contact can be traced, will be paid for without deduction from sick leave days in the case of diseases such as mumps, measles, scarlet fever, whooping cough, chicken pox, scabies, pediculosis and conjunctivitis, but not for diseases such as influenza, flu or colds.

When a student is found to have or have had a contagious disease, teachers in the building will be kept notified of the name of the contagious disease and the child's name, by means of a current list posted in a prominent place, either the office or the faculty lounge.

17.8 Absence due to religious observances may be deducted from current leave as personal business days up to a maximum of three (3) more days of leave than normally allowed for personal business.

17.9 The Board will reimburse a teacher for the appropriate expenses incurred while attending a Board approved conference upon submission of an itemized expense sheet. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Teachers will submit, upon request, a written report regarding such conferences.

17.10 Time off for selective service, physical or mental examinations, and hearings regarding reclassification will not be deducted from leave days.

17.11 When an employee is absent and the absence will exceed sixty (60) workdays, or in fact is absent for sixty (60) workdays, a teacher who has substituted for the sixty (60) workday period in a given school year will be employed under contract, retroactively, as a temporary replacement until the absent teacher is able to return to work. The form of the contract of the temporary replacement will be subject to the approval of the District's legal counsel and will contain a termination date determined solely by the return of the absent teacher, except that two (2) weeks' notice shall be given the temporary replacement. Upon the return of the absent teacher to his/her original position, the temporary replacement teacher shall be assigned to any other vacant position for which he/she qualifies, subject to having performed satisfactorily. The returning teacher and the Assistant Superintendent, Human Resources may agree to other assignment arrangements. If a vacancy is created due to a retirement or resignation any time during the school year, a terminating contract as described above may be used. If a vacancy is created at any time during the second semester, a substitute teacher may be employed under a terminating contract as described above to fill said vacancy.

ARTICLE 18. MATERNITY, CHILD CARE, AND ADOPTION LEAVES

18.1 The Board of Education shall grant a leave of absence for reasons of maternity, adoption or child care under the following conditions:

- A. For Maternity:
 - 1. The teacher shall notify the Board by the beginning of the sixth (6th) month of the pregnancy.

2. The teacher shall submit her request to the Board by the beginning of the seventh (7th) month.
3. The teacher, upon request of the Board shall supply a doctor's statement of fitness to work, no more than once per month from the beginning of the seventh (7th) month to the date of the leave.
4. Options for Maternity Leave:
 - a. A teacher may use sick days for the period of her disability to take a short-term leave to commence when the teacher and her physician determine that the teacher can no longer carry out her necessary teaching duties and to terminate when her physician determines she is able to return to work.
 - b. In the event of miscarriage or death of the object child of the leave, the leave of absence will be terminated upon the request of the teacher. She shall be returned to a position for which she is certified. The granting of any such leaves, as described above, will in no way interrupt seniority and other rights attained thereto.
 - c. The following is an option for those teachers anticipating the birth of a child between the start of the teachers' school year and October fifteenth of that school year, and who are taking a childcare leave the remainder of the school year.

Option 1: If the teacher is not disabled at the start of the school year and opts not to work, the teacher does not have to work, and does not receive pay. The teacher shall continue to receive her insurance election under article 25.1 as further described herein. At the point the teacher becomes disabled the teacher may use accumulated sick leave days and/or borrow sick days from the Master Sick Bank during the actual period of disability, so as to receive pay for the period of disability. The teacher's pay shall be based on the full-time equivalency held by the teacher during the previous school year. The teacher's pay shall be as prescribed on Schedule A in effect during the disability period.

The teacher shall receive Board-paid insurance during the months of September and October. If the teacher continues to be disabled after October thirty-first, the Troy Education Association may allow the payment of fringe benefits from the fringe benefit fund to be made through the end of the month in which the teacher completes her period of disability. The teacher must inform the Troy Education Association if she is entitled to continued fringe benefits after October thirty-first, so that the TEA can notify the Board as to which fringe benefits are to be continued and paid for by the Fringe Benefit Fund.

The teacher shall accrue seniority during the period of disability.

The teacher is not entitled to receive any sick days during the year this leave is taken.

Option 2: The teacher may request to work as a building substitute prior to the birth of her child. The assignment shall be in one specific building. She shall receive pay, benefits, and seniority as other teachers.

B. For Child Care:

1. A teacher may elect to remain home with the object child for the balance of the school year in which the child is born. If the teacher so indicated by written application two (2) months prior to anticipated birth, a childcare leave shall be granted.
2. A request for an extension of the childcare leave shall be granted upon written request to the Board by March first of the school year preceding the extension.
3. A combination of a maternity and a childcare leave shall not exceed four semesters following the semester or summer in which the child was born. In any case, the return from leave shall coincide with the beginning of the school year, except the Board may grant a leave that provides for a teacher to return from the leave other than at the beginning of the school year.
4. A teacher who is utilizing FMLA for childcare purposes on the last day of the teachers' school year shall not be considered to have used his/her first available year of childcare leave under the collective bargaining agreement.

C. For Adoption:

An adoption leave shall be granted by the Board for up to one (1) school year upon request of the teacher. Requests for adoption leaves should be made as soon as the adoption is known to be imminent.

- D. Any extension of any maternity, child care or adoption leave beyond the time provided in 18.1 A, B or C may be granted by the Board. The denial of any extension beyond the time provided in 18.1 A, B or C is not subject to the grievance procedure.
- E. For return from maternity, childcare, or adoption leave, see 19.8.

18.2 Any teacher may receive up to one (1) year leave without pay for purposes of family care. This is subject to renewal at the will of the Board.

ARTICLE 19. LEAVES OF ABSENCE - GENERAL

19.1 Military Leave. Any employee covered by the salary schedule who terminates employment in the School District to perform active service in the Armed Forces of the United States is entitled to reemployment in the position he/she is vacating, or one of like status and pay scale provided:

- A. The position vacated is other than temporary.
- B. He/She is honorably discharged from the Armed Forces.
- C. He/She applied for reemployment within ninety (90) days after discharge.
- D. He/She is still qualified to perform the duties of the position.

In the event of reemployment, the following provisions shall apply:

- E. Accrual of seniority shall be granted.
- F. Up to four (4) increments may be added as if the employee had been in the School District's employ during the time of such active service in the Armed Forces.

Furthermore, all provisions of this policy shall be in accordance with State and Federal laws governing leaves of absence.

19.2 Teaching-out-of-District Leave. Any teacher may receive up to one (1) year leave for the purpose of teaching outside the continental limits of the United States or in a recognized exchange teacher program or in an overseas or domestic Peace Corps assignment. Full credit shall be given for time spent in these programs.

In the event the Board is notified in advance that the teaching assignment is a two-year assignment, the Board shall, at the request of the teacher, extend the leave for one year; all other requests for extensions shall be granted at the discretion of the Board.

19.3 TEA Business Leave. Up to two (2) officers of the TEA or members appointed by the TEA, upon written request, shall be given a leave of absence, without pay, for the purpose of performing duties for the TEA. Up to one (1) year's credit on the salary schedule may be given for the time spent in this program. A second year's credit may be given upon mutual agreement.

19.4 Education Advancement Leave. Any teacher may receive up to one (1) year's leave without pay for purposes of continuing education. The teacher must submit an application, a program of study, approved acceptance documents from the university of the teacher's choice, and a written statement from the teacher demonstrating the positive contributions that may be provided the school system upon completion of the leave.

In the event the Board is notified in advance that the program of study is a two-year program, the Board shall, at the request of the teacher, extend the leave for one year; all other requests for extensions shall be granted at the discretion of the Board.

19.5 Health Leave. Upon the recommendation of the teacher's physician, a leave of absence shall be granted up to one school year, plus any unfinished school year. Two annual extensions of the health leave shall be granted upon written request of a teacher accompanied by a written statement by his/her physician. When the employee's health permits his/her return to duty, he/she shall notify the Superintendent in writing and submit a statement from his/her personal physician certifying fitness to return to duty. The Superintendent shall give the returning teacher a teaching assignment equivalent to the full-time equivalency of the assignment the teacher held prior to the commencement of the leave for which he/she is certified and qualified, within sixty (60) days of receipt of the letter requesting reassignment.

19.6 Elected Public Office Leaves. A member of the Association, who is a tenure teacher, elected to any local, state or federal office, may make application to the Board for a temporary leave of absence without pay, for a period of time not to exceed the term of office to which that member has been elected and upon receipt of such application, such leave shall be granted by the Board.

19.7 Personal Leave. Any teacher may receive a one (1) school year leave without pay for exceptional reasons. The teacher shall submit a letter of application identifying the exceptional reasons for requesting said leave. The leave shall coincide with the school year. The teacher must give written notice by March 1 of intent to return the following fall. Notwithstanding Section 19.8 below, a teacher returning from personal leave will be assigned to an available position for which he/she is certified and qualified, or in the event there is no such available position, will be allowed to bump the least senior teacher occupying a position for which the returning teacher is certified and

qualified. As used in the Article 19, the term "qualified" has the same meaning as in Article 10, Section 10.3.

19.8 Reinstatement from Leave. Notice of intent to return at the beginning of the school year must be given by March first. A tenure teacher who has been on leave for one school year or less and who complies with the return provisions of this Article shall be restored to his/her former position and building providing said reinstatement commences with the first day of the school year unless said position has been eliminated. A teacher who returns from leave under any condition other than those described above shall be given an assignment for which he/she is certified and qualified, if a position is filled by a person with less seniority.

These provisions apply to Schedules B, C and D positions only when said positions are extensions of the teacher's assignment. (Example: High School Instrumental Music Teacher/High School Band Director).

Teachers do not have a right to return from leave prior to its expiration date. However, he/she will be reinstated to a position for which he/she is certified and qualified if a vacancy exists and he/she gives notice of fifteen (15) work days prior to the date the position becomes vacant. There will be no loss of job security for refusing positions prior to the end of the leave.

19.9 Full Salary Credit for Miscellaneous Leaves. Credit on the salary schedule for experience will be given for the time spent on the following leaves: military, sabbatical, Peace Corps service, overseas teaching and exchange teaching.

19.10 For purposes of this Article the term "qualified" shall be as defined in Article 10, Section 10.3.

ARTICLE 20. SABBATICAL LEAVE

20.1 Sabbatical Leave. The Board recognizes the benefits to the teachers and the School District of a systematic plan for sabbatical leave to qualified teaching personnel and therefore agrees to the establishment of the following at one-half (1/2) pay and full insurance benefits.

- A. Up to two (2) members of the staff may be granted sabbatical leave each calendar year. Candidates for sabbatical leave shall be reviewed jointly by the Board and its representative and the TEA.
 1. The deadlines for making application for sabbatical leave shall be April first and December first, for the first and second semesters respectively.
 2. To be eligible, the applicant must have been employed a minimum of seven (7) consecutive years in the Troy School District, and possess a permanent teaching certificate. Approved leaves of absence will not count toward the seven (7) year requirement, but will not interrupt the consecutive years of service.
 3. Sabbatical leave will be granted for at least one (1) school system semester or for one (1) school year. In the event the Board is notified in advance that the program is a two (2) year program, a one- (1-) year educational advancement leave (Article 19, Section 19.4) will be granted for the second year. In the case of a two- (2-) year program, one year's full salary shall be prorated over the course of the two years.

4. The applicant must furnish upon request one (1) written report per semester to the Board. This report shall concern itself with his/her progress while on sabbatical leave.
 5. A screening committee will be appointed by the Superintendent. The teacher members of this committee shall be selected from a list submitted by the TEA. The Superintendent may request additional names be added to the list in the event he/she feels he/she is unable to make a selection from the list submitted. This committee will consist of one administrator, one senior high school teacher, one middle school teacher, two elementary school teachers, and one person from "special services." This committee will make a recommendation to the Superintendent. The committee will give consideration to the following when evaluating candidates:
 - a. Overall benefit to the school system
 - b. Type of work to be pursued
 - c. Length of service in Troy
 - d. Proportional grade level distribution
 6. The screening committee will make its recommendations within thirty (30) days of the application deadline.
 7. All applicants will be notified in writing of the Board's decision by the Superintendent or his/her representative.
 8. Before beginning the sabbatical leave, the teacher shall enter into a contract, to return to active service in the Troy School District for a period of at least two (2) years after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board, or shall have furnished a cash bond in the necessary amount received by the teacher during the sabbatical leave. This rule shall not apply in cases where the person becomes incapacitated or in cases where the rule is waived by the Board.
- B. 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 purposes of applying the salary schedule set forth in Schedule A of this Agreement and seniority credit.

20.2 Retirement credit and responsibility for retirement payments shall be as set forth in the applicable law, rules and regulations of the Michigan Public School Employees' Retirement System (MPSERS).

ARTICLE 21. LINES OF COMMUNICATION

- 21.1** Any communication prior to the filing of a grievance between the interested parties shall follow the hereinafter prescribed order and shall be completed by the end of the second school day:
- A. Teacher to department head or immediate supervisor where applicable
 - B. Teacher and department head, where concerned, to building principal
 - C. Teacher, department head (if desired) and principal to the Assistant Superintendent, Human Resources or other Central Office administrators

If mutual understanding of the situation or problem under discussion has not been reached, the teacher may elect to use the Grievance Procedure provided elsewhere in this Agreement. A teacher may have a TEA representative present.

ARTICLE 22. GRIEVANCE PROCEDURE

22.1 Purpose. The purpose of this procedure is to secure, at the most appropriate administrative level, equitable solution to the problems which may from time to time arise affecting the welfare or working conditions of teachers as provided for in this Agreement. Both parties agree that these proceedings shall be informal and confidential.

22.2 Definition. A grievance shall mean a claimed violation of this Master Agreement or a complaint involving its interpretation or application. The grievance procedure shall not apply to any matter which is prescribed by law, or state regulations, or over which the Board is without power to act. However, the right to grieve shall not be denied in case of an alleged misinterpretation of established law or state regulation. A grievance may be filed by an aggrieved teacher or by the TEA.

22.3 Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event the last day for action falls on a Saturday, a Sunday, or holiday, the action date shall be extended until the next school day. The counting of days in Steps 1, 2, or 3 begins the day after either of the parties has received a reply.

At the time of filing, it shall be the responsibility of the grievant and administrator with whom the grievance is initially filed to prepare copies. The administrator may prepare copies for the Board or its agent, and the teacher may prepare copies for the TEA or its agent.

Copies of replies at each step shall be sent to the administration, teacher and TEA.

In the event a grievance is filed on or after the first of June, it shall be resolved prior to the beginning of the next school year, unless the grievance requires more rapid processing, in which case normal time limits shall apply.

Step One. A teacher with a grievance shall first discuss it with his/her principal or supervisor. Such grievance shall be reduced to written form and discussed within ten (10) working days from the time of the incident or completion of the "lines of communication" over which the teacher is aggrieved or following his/her reasonable ability to have knowledge of the incident. At his/her option the teacher may invite a TEA representative to be present while the grievance is discussed. Every effort shall be made to resolve the grievance informally; however, the teacher will assure the principal (supervisor) that the topic under discussion is in fact a grievance.

Step Two. If the grievance is not resolved at Step One, or in the event that no decision has been rendered within five (5) days, he/she or the TEA may refer such grievance in writing to the Assistant Superintendent, Human Resources within five (5) days. Within the five (5) days after the Assistant Superintendent, Human Resources receives the grievance, the responsible Central Office Administrator(s) shall meet with the aggrieved teacher and/or the TEA and the principal and/or supervisor in an effort to resolve the grievance. The teacher may invite the TEA representative(s) (not more than three) to be present at this meeting, at which time the TEA will be given an

opportunity to present its view of the individual teacher's grievance. The decision on the grievance shall be rendered in writing in five (5) days.

Step Three. If the grievance is not resolved at Step Two, or if a notice that no hearing will be granted is received, the TEA may request, within fifteen (15) days that the matter be submitted to impartial arbitration. It is understood that only the TEA may pursue a grievance to Step Three. If the grievance is to be submitted to impartial arbitration, a request shall be sent to the American Arbitration Association requesting their services. The selection of an arbitrator and the conducting of the hearing will be in accordance with their procedures and rules. The parties may agree that the arbitration procedure on an individual case basis shall be expedited. The decision of the impartial arbitrator shall be final and binding on all parties. The impartial arbitrator shall have no power to add to, subtract from, disregard, alter, change or modify any of the terms of this Agreement. The expenses and fee, if any, of the impartial arbitrator shall be shared equally by both parties.

22.4 Miscellaneous.

- A. Grievances filed at Step One shall be passed on to the proper step immediately when it has been determined that the administrators at the above-stated step do not have the authority to act on the grievance.
- B. It is assumed that grievance problems will be handled at times other than when the teacher is at work and the members of the TEA and administration will be present to process grievances promptly. Release time for the purpose of processing grievances at Steps One and Two, inclusive, will be provided for the grievant, witnesses and the TEA representative by mutual agreement between the TEA and the appropriate administrative level personnel. Release time shall be provided for witnesses, the grievant, and the TEA representatives for the purpose of participating in arbitration hearings as provided for in Step Three. All release time shall not cause the released parties to suffer loss of salary or any leave days. The TEA will make every effort to notify the Human Resources Department at least forty-eight (48) hours in advance.
- C. If the teacher pursued the grievance without TEA support as prescribed in Step Two, the right of the TEA to be present and to present a view at hearings in Step Two is preserved, and the TEA is to receive copies of written decisions at all steps.
- D. If more than one teacher has a similar complaint, the TEA may file a grievance to be commenced at Step Two, in lieu of multiple individual grievances.
- E. Failure at any step of this procedure to communicate the decision on a grievance within a specified time limit is cause for relief sought to be granted, provided the TEA notifies the appropriate administrative agent that they have failed to answer a grievance in a timely fashion and such failure to answer continues for five (5) days from receipt of notice that such response has not been made.
- F. Failure to file the grievance in writing as specified in Steps One and Two shall mean the grievance is waived. Failure to forward the grievance to Steps Two through Three shall mean that the grievance is waived, providing the administrator at the previous step notifies the TEA that such forwarding of the grievance has not taken place in a timely manner and that the TEA continues its failure to forward the grievance for five (5) days after receipt of notification of failure to proceed.
- G. If the employee elects to be represented, he/she may be present at any step of the grievance procedure where the grievance is to be discussed except that he/she need not be present

where it is mutually agreed that no facts are in dispute and that the sole question is the interpretation of this Agreement.

- H. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
- I. The TEA may process a grievance on behalf of an employee or group of employees. Grievances processed by the TEA on behalf of an individual must be signed at Step One and Two, whichever is appropriate, or the individual employee must sign a letter authorizing the TEA to process a grievance on his/her behalf. A grievance processed by the TEA on behalf of a group of employees must be signed by at least one (1) member of that group at Step One or Two, whichever is appropriate, or a letter signed by at least one (1) member of that group authorizing the TEA to process said grievance.
- J. During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition will not be made public without the agreement of all parties, except as otherwise may be required by law.
- K. There shall be no reprisals of any kind by any administrative personnel taken against any party-in-interest or his/her TEA representative, or any other participant in the procedure set forth therein by reason of such participation.
- L. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- M. Forms for filing grievances (Appendix A), service notices, taking appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of procedures set forth herein.
- N. If any probationary or tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged or improperly deprived of any professional compensation, he/she shall be reinstated. Reinstatement shall be with full reimbursement of all professional compensation lost, unless the arbitrator rules differently. The term "unjustly discharged" for any probationary teacher shall be based on the Board's action being done for arbitrary and/or capricious reasons.
- O. Grievances which have not been resolved prior to the expiration of this Agreement shall continue to be processed according to the terms of the Agreement until resolved.
- P. Grievances challenging alleged violations of contract occurring during the last two (2) weeks of school (other than continuing violations) shall be filed in compliance with the time limits specified in Step One or Step Two, whichever is applicable; however, processing of all grievances shall be suspended for forty-five (45) calendar days during the summer recess. The forty-five- (45-) day period shall be determined by the TEA which shall notify the Board, in writing, in advance of the dates of the suspension period.

ARTICLE 23. NEGOTIATION PROCEDURES

23.1 Discussion of Nonagreement Items. It is agreed that items not covered by this Agreement but of common concern to the TEA, teachers and administrators in the school system may be discussed from time to time. The practice of free and open discussion between the TEA, teachers and administrators at all levels is to be preserved and the formulation of an agreement is not intended to limit the areas of discussion or concern.

23.2 Negotiating Teams. In any negotiations herein described, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the TEA, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

23.3 Negotiation Time. Negotiations shall be carried on at times mutually agreed upon and essentially outside of the teacher's regular working period.

23.4 Annually, individual teacher contracts for the following school year for non-tenure personnel, including those recommended for tenure, will be issued on or before June first of the current school year. The individual contracts issued to non-tenure teachers and those receiving their first tenure contract shall be returned to the Human Resources Department on or before the tenth work day after issuance. The contract will contain the current year's teacher salary figure until a new Agreement has been achieved. Once a teacher receives a tenure teacher contract, such contract will be considered to be continuing until such time that the teacher is notified to the contrary. Tenure teachers will receive an annual salary notification. All contracts issued by the District will be subject to the Master Agreement entered into between the Board and the TEA.

23.5 Individual teacher contracts offered to the above shall be the contract negotiated between the TEA and the Board.

ARTICLE 24. MISCELLANEOUS PROVISIONS

24.1 The Board may use any legal and reasonable procedure to establish facts in any investigation instituted within its jurisdiction involving employees, students and/or school property.

24.2 At each regular and special Board meeting, the TEA will be provided with copies of minutes of previous meetings, the Superintendent's recommendations, monthly financial reports, the agenda, and other public materials. Copies of the agenda and administrative recommendations will be sent via intra-district mail to the Assistant Superintendent, Human Resources and the officers of the TEA and the building representatives, with two (2) copies being sent to the President. The list of persons to receive these materials shall be furnished to the Central Office and kept current by the TEA.

The TEA shall be duly advised by the Board of fiscal, tax and major budgetary programs affecting the District.

24.3 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms or any terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board by reference.

24.4 Fifty (50) printed copies of this Agreement shall be prepared at the expense of the Board for the TEA. Each member shall have access to a copy of the collective bargaining agreement on the District's Intranet site, may print a copy of the agreement at his/her multi-function classroom

printer, or may burn a CD copy on his/her classroom computer (one blank CD may be obtained by emailing a request for same to the HR Department.)

24.5 If any provisions of this Agreement or any application of the Agreement to any employee or group of employees should be found to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall meet and renegotiate any provision or application of the Agreement found contrary to law.

24.6 Professional Relations Committee. The Board and the TEA will establish a committee of not to exceed six members, three from each party, which will meet on a regular basis during the school year to discuss and study matters of mutual interest concerning the Troy School District which fall within the provisions of this contract and/or other matters of mutual concern. The purpose of these meetings shall be to provide a means whereby:

- A. The items of concern to the TEA may be brought to the attention of the Board representatives for consideration.
- B. The items of concern to the Board may be brought to the attention of the TEA representatives for consideration.
- C. A high level of mutual understanding may be maintained.
- D. To clarify and/or assist in interpreting the language of the contract.

The operating procedures and meeting times for discussions of the committee shall be determined by the committee. However, the committee shall not meet while negotiations for a successor collective bargaining agreement are in progress except to complete a project.

24.7 Schedules B, C and D.

- A. When known, the Board shall publish and post in each school a list of all positions which will be filled, and paid for at the scheduled rates, for the school year. If during the year they plan to fill any additional positions, the TEA will be notified, and the notification placed also in each school. No employee of the District will be asked to volunteer for any position not included in Schedules B, C or D.
- B. Contracts shall be issued for extra-curricular sponsorships prior to the start of the season/activity. A teacher who takes an extra duty position and wishes to resign shall give at least two (2) weeks' written notice to his/her principal. Salary for the position will be prorated.
- C. If during the year a teacher wishes to organize and/or sponsor a club or activity not previously listed on Schedules B, C or D, the teacher must obtain administrative approval in writing by the Administration, and such administrator shall be responsible for the proper management process for achieving club or activity status. The placement of the club or activity on the appropriate schedule shall cause the Board and TEA to negotiate a rate of compensation within thirty (30) days after approval by the Administration.

24.8 If an economic portion of this Agreement that is not enforced because of questioned legality later becomes legal, or would have been legal had payment been made, the Board will pay all

affected teachers retroactive monetary benefits as soon as feasible after the legality has been determined.

24.9 Automobile Insurance. A teacher using his/her automobile while performing or acting on authorized school business shall have automobile insurance or be responsible equal to the state minimum insurance requirements.

In case of an accident while on such business, the Board carries a policy on "hired and non-hired" automobiles that picks up after the individual's insurance leaves off.

24.10 Professional Development and Educational Improvement. The Board agrees to pay the cost of tuition and texts for in-service courses initiated by the Board and will recognize and accept whatever credit accrues from their satisfactory completion.

24.11 Outdoor Education Program. No teacher shall be required to participate in the outdoor education program. Participation in this program shall, to the extent possible, be limited to fifth grade teachers and students.

24.12 Evaluation of Schedules B, C and D Positions. If positions as set forth in Schedules B, C and D are to be evaluated, it shall be done with the full knowledge of the person being evaluated by his/her administrative supervisor. If the Board makes any changes in the current instruments or adds new instruments, the TEA shall be so notified before the instrument becomes operational. The TEA shall be provided a copy of all current evaluation instruments.

24.13 Tenure in a Capacity Other than as a Classroom Teacher. No employee under this Agreement shall acquire tenure in any capacity other than as a classroom teacher. Any such tenure previously acquired by any teacher employed under this Agreement is waived.

24.14 Summer School. Bargaining unit teachers who meet the posted qualifications shall be hired before non-bargaining unit persons in available District summer school positions. An available position is one where a person who taught the position last summer is not returning. The Board agrees to pay bargaining unit teachers for such summer school work a rate of pay not less than that paid during the summer of 1992. If a bargaining unit teacher is determined to have performed unsatisfactorily in a summer school position, the District shall not be required to hire the teacher for summer school positions in the future.

ARTICLE 25. INSURANCE

25.1

- A. In the 2011-12 and 2012-13 school years, for those teachers who apply for MESSA PAK A insurance, the Board shall pay the following annual amounts toward the total MESSA PAK A insurance premium:

Single - \$6,500

Two Person - \$14,600

Full Family - \$16,250

Teachers are responsible for paying the difference, which shall be deducted evenly through pre-tax payroll deductions. Deductions shall be made over 20 pays, beginning with the second pay in September of each school year, provided that the 20th payroll

deduction is made prior to the end of the respective school year. If the 20th payroll deduction is scheduled to take place after the completion of the school year, payroll deductions will begin with the first payment in September.

MESSA PAK is a benefit program which combines five insurances listed in Article 25.1 into two plans, with MESSA as the administrator/carrier. It is understood that if a husband and wife are both employed as teachers by the District, they and their dependents shall only be covered by one District-paid MESSA PAK A insurance plan (i.e., the district shall only pay the annual amount indicated above for the appropriate level of coverage – single, two person or family one time.) A \$500/\$1000 deductible, \$20 office visit co-pay, and \$10/\$40 prescription drug card are to be implemented as soon as possible, but no later than July 1, 2011.

At any point, the Association may elect to move to a different level of MESSA deductible, co-pay, and/or prescription drug card. If a change to the plan is to be made, the Association shall notify the District in writing, and the change shall take effect on the first of the month, plus 30 days following the request. EXAMPLE: On May 14th, the Association notifies the District in writing that a plan change is desired. The new plan would take effect on July 1st.

Teachers shall be allowed to increase their flexible spending plan amounts under the District's current IRS Section 125 cafeteria plan in accordance with applicable law, where possible. Furthermore, the Plan B and/or Cafeteria Plan cash payment shall only be available to that spouse who is currently receiving the cash stipend as of December 12, 2008 (i.e. such teachers are grandfathered).

Plan A

Health: Effective September 1, 2005, a teacher choosing Pak A shall be enrolled MESSA Choices II. This health insurance shall be provided for the employee, spouse, and/or eligible dependents.

Life: Two times the teacher's salary with double indemnity in the event of accidental death (except due to drugs, alcohol, suicide and warfare as covered in most policies) and dismemberment schedule. Teachers hired on or after June 4, 1991 shall only be eligible for life insurance in the amount of \$50,000 AD/D (except due to drugs, alcohol, suicide and warfare as covered in most policies).

Teachers leaving will be notified of conversion policies.

Dental: Delta Dental Insurance: The full family plan shall be a true group with internal and external coordination of benefits. For teachers who are not covered by another dental insurance equal to or greater than Delta Dental Plan C-01, those persons shall be enrolled in Delta Dental Auto Plus 008. Those persons covered by another dental plan equal to or greater than Delta C-01 shall be enrolled in Delta C-03.

Vision: VSP III: Full Family; true group with internal and external coordination of benefits.

Long Term Disability:

Long term disability income insurance to cover all regular contracted full-time and half-time employees under the age of seventy (70) after the first sixty (60) calendar days of any illness or disability. Such insurance shall pay up to two-thirds (2/3) of his/her regular salary and reduced by any amounts paid or payable under Worker's Compensation, Social Security, or any school sponsored pension plan. The remuneration under this article is as established under the company's policy and is paid at the daily rate of seven (7) days per week, fifty-two (52) weeks per year of one/three hundred sixty-fifth (1/365) of the annual salary of the employee. This remuneration is paid for up to age seventy (70) for both accident and illness.

OR

Plan B (for employees who do not choose Plan A, do not receive Plan A benefits or other Board-provided medical insurance coverage through his/her spouse, or do not choose the cash payment below). This provision shall not restrict any teacher from receiving District-provided long-term disability and life insurance at the benefit levels indicated in this provision.

Life: Same as Plan A (teacher only).

Dental: Same as Plan A (full family).

Vision: Same as Plan A (full family).

Long Term Disability: Same as Plan A (teacher only).

Cash Payment: Teachers shall receive a cash payment of \$1,000 annually. If forty-five (45) or more teachers select MESSA PAK B, then the rate of payment shall be \$2,250 annually. This amount shall be paid in two equal payments, the first in the second payroll in January and the second payment in the second payroll in June.

OR

Cafeteria Plan - Cash Payment. (for employees who do not choose/receive Plan A or Plan B **benefits or other Board-provided insurance coverage through his/her spouse**) A cafeteria plan shall be established which provides for Plan A and Plan B. It shall also provide a cash-payment only option with a cash payment in lieu of health insurance as follows:

Teachers shall receive a cash payment of \$1,000 annually. If forty-five (45) or more teachers select the cash payment option, then the rate of payment shall be \$2,500 annually. This amount shall be paid in two equal payments, the first in the second payroll in January and the second payment in the second payroll in June.

- B. This Section 25.1 is subject to the following: MESSA PAK insurance is available only for the term of the Agreement and is an open issue for collective bargaining on the expiration of this Agreement. Further, if after the expiration of one year of MESSA PAK insurance the Board is able to demonstrate that it could furnish comparable long term disability and life insurance for the ensuing years at a lesser cost than MESSA PAK then it will be permitted to purchase such insurance for comparable benefits from another carrier and have the program revert to MESSA Super Care I Revised. Any issue relative to whether MESSA PAK insurance is of lesser cost than some other carrier can provide is subject to arbitration in the event of disagreement, and the parties shall have

full discovery consonant with the Michigan Court Rules relative to the costs of MESSA PAK insurance. The TEA's only obligation in obtaining such information shall be to request such information in writing from MESSA, a copy of which shall be provided to the District.

EXAMPLE:

The Board may bid life and LTD insurances under the same terms and conditions that existed under the 1988-90 contract. If the total premium amount to provide such life and LTD coverages to teachers, when added to the published MESSA SuperCare1 Revised, MESSA Dental* and MESSA Vision* premiums (at the rates currently in effect when the Board bids the life and LTD insurances) would be less than the District's total premiums paid for MESSA PAK, then the District shall no longer be obligated to provide insurance coverages through MESSA PAK. If this occurs, the District shall provide the insurance coverages and carriers specified in the 1988-90 contract, with the exception that it shall provide MESSA SuperCare 1 Revised.

- C. "SAFETY NET" Provision – If no new agreement is in place for 2013/2014, then the Association may elect to move to a new plan design, if any option(s) is/are available, with the District coverage of the annual cost of the MESSA PAK Insurance remaining at the following amounts per TEA member:

Single - \$6500
Two Person - \$14,600
Full Family - \$16,250

In addition, unless otherwise prohibited by law, teachers on steps will advance one step on the salary schedule.

OR

If no new agreement is in place for 2013/2014, the employee pre-tax contribution will be capped at 22% or as required by law (whichever is highest) of the respective Single, Two Person, or Family rate. If this "safety net" takes effect, steps increases will also be frozen until a new agreement with steps is reached.

Under either "SAFETY NET" Provision, the employee pre-tax premium contributions will be deducted evenly over 20 consecutive pays of the contractual year, beginning with the second pay in September of the 2013-14 school year, provided that the 20th premium contribution is scheduled to take place before the end of the school year.

25.2

- A. All of the insurances shall be Board paid for twelve (12) months for each teacher who completes his/her contractual obligation, and on a prorata basis if less than his/her contractual obligation is completed, except as stated in the following paragraphs.

*The MESSA Dental and Vision premiums shall be separately determined as follows: The average single, two-person, and full-family rates, whichever are applicable, of the aggregate school districts in Oakland (with over 200 subscribers) with the same coverage provided separately rather than through a MESSA PAK. If there are no Oakland County school districts providing such coverage, the average rate of the aggregate districts in the Tri-County shall be used.

- B. Any teacher who commences an unpaid leave of absence on or after April 1, which shall continue for the remainder of the school year, shall have his/her fringe benefits paid by the Board through August 31 of the calendar year in which the leave commenced.
- C. Should April 1 not be a scheduled work day, an unpaid leave which commences at the end of the last scheduled work day for purposes of this Agreement will be considered to have commenced on April 1.
- D. For employees who go on leaves, the Board will sponsor direct-pay coverage by the teacher at group rates to the extent the insurance company will allow, up to a maximum of twelve (12) months. This provision applies only to health insurance coverage. Other coverages cease at the end of the month in which the leave begins.
- E. The Board shall provide all insurances to a teacher who retires (after April first) through June 30 of the year in which he/she retires. The retiring teacher shall be reimbursed for MPSERS insurance premium co-pay amounts for July and August of the year in which he/she retires.

25.3 Worker's Compensation. Any employee who is injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation Law of the State plus any other benefits from Social Security or public sources. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular pay for a period not to exceed sixty (60) calendar days, without deduction of his/her accumulated sick leave.

25.4 Fringe Benefit Fund

- A. The Board will make available on August 15th of each year at least \$15,000.00 which includes the unexpended funds from the 1981-82 fund.
- B. The Fringe Benefit Fund will be used to pay premiums on fringe benefits for laid-off teachers and up to the full premium for health insurance provided the twelve months after August 31st of the school year of disability. (See Section 25.2) All interest will be credited to the fund.

The Association, through use of a committee of its members or otherwise, as it chooses, will determine which fringe benefits are to be continued for which laid-off teachers and for how long, and will provide the Board with timely written instructions in this regard. Continuation of fringe benefits must be in accordance with the terms of the applicable insurance policy and the rules and regulations of the insurance carrier.

- C. The Association will advise the Board in writing as to the identity of the person or persons authorized to direct payment of fringe benefits as above set forth. Written instructions as to payment of premiums must be received by the Board at least fifteen (15) business days prior to the premium due date. The Board will provide the Association periodically with an accounting showing the state of the Fund.
- D. No part of the fund shall ever revert to the Board. If the fund is ever terminated prior to exhaustion of all monies therein, the then remaining monies will be remitted to the Association for use for the benefit of the bargaining unit in such manner as the Association shall determine.
- E. It is understood and agreed that the Fringe Benefit Fund is the property of the Association and its bargaining unit members, that the Board's sole function is that of

custodian and bookkeeper, and that the Association will indemnify and save the Board harmless against any claim by any person or entity arising out of any use or claimed misuse or non-use of the fund, except in case of actual negligence by the Board in carrying out its ministerial functions hereunder.

ARTICLE 26. SALARY SCHEDULE APPLICATION

26.1 Professional Growth. Professional growth salary adjustments shall be paid as follows:

Effective after the start of the 2009-2010 school year, a teacher shall only be allowed to advance to BA+20, MA, MA+30/EDS, PHD/EDD. However, teachers currently on eliminated lanes MA+10 and MA+20 and current teachers that have successfully completed classes for MA+10 and MA+20 before the start of the 2009-10 school year, will be grandfathered in accordance with the September deadline in Article 26.1.C. Teachers on eliminated lanes as of June 30, 1997, i.e. BA+15, BA+25, MA+5, MA+15 and MA+25, and BA+30 as of December 14, 1971, have been red-circled and shall not be forced to move to another lane during the term of this contract. Only teachers hired on or before December 14, 1971, are allowed to advance to BA+30. Courses applicable for professional growth shall be those acceptable to:

- A. an accredited (North Central or regional equivalent) college or university's own undergraduate or graduate degree program according to the following:
 - 1. graduate level (post baccalaureate) classes
 - 2. third and fourth year baccalaureate level classes
 - 3. first and second year baccalaureate level classes within the subject area of the teacher's major(s) or minor(s).
- B. In the event a teacher desires to begin work on an additional major or minor, a written request to the Deputy Superintendent for Instruction, K-12 must be received and approved.
- C. For classes successfully completed by the first day of the school year and recorded in the Board office by the last Friday in September, payment shall start on the second (2nd) pay Friday in October.

In the event that evidence of course completion is not on record by the fourth Friday of September, but is received by February 15th, then payment shall be postponed until the spring adjustment period.

In either event all monies shall be retroactive to the first day of school.

- D. For classes successfully completed by the first day of the spring semester and recorded in the Board office by February 15th, payment shall begin on the second pay Friday in March.

In the event that evidence of course completion is not recorded by February 15th, but is received by June first, then payment shall be postponed until the last pay in June.

In either event all monies shall be retroactive to the first day of the spring semester. Payment shall be one-half the yearly professional growth rate.

26.2 Rules for Applying Schedules

- A. Credit for outside experience shall be applied to all new hires uniformly consistent with administrative procedures. If the procedures currently in effect are to be changed, the TEA is to be notified, in writing, of the new procedures prior to March first of the school year preceding the effective date of the change.
- B. Credit for partial years of teaching will be given to the nearest full or half step according to the following formula:
 - 1. .1 and .2 to lower full step
 - 2. .3, .4, .6 to one-half step
 - 3. .7, .8, .9 to a higher full step

26.3 Increments

- A. The increment adjustment shall be made and reflected in the first paycheck in September.
- B. The first increment adjustment for longevity shall be made and reflected in the first paycheck of September or February based on the following dates of hire:
 - 1. For persons hired no later than September 30, the anniversary date of hire shall be September 1 of that year.
 - 2. For persons hired after October 1, but no later than April 1, the anniversary date of hire shall be February 1 of that year.

The above referenced dates of hire apply only to longevity payments and do not reference another issue in the master agreement (i.e., seniority).

26.4 School Psychologists' and School Social Workers Rate of Pay (Applicable only to School Psychologists and School Social Workers hired before October 17, 2006).

The Troy Education Association and the Troy School District understand and agree that teachers employed as school psychologists and school social workers shall be entitled to payment according to the MA+30 track of Schedule A in the Collective Bargaining Agreement providing that:

- 1. He/She has completed a master's degree plus thirty (30) semester hours:
- 2. The school psychologist has completed a master's degree in psychology and the master's program required at least sixty (60) semester hours of credit; and/or
- 3. The school social worker has completed a master's degree in social work (MSW generally requires at least a sixty (60) semester hour program in social work).

ARTICLE 27. PROTECTION OF TEACHERS

27.1 Classroom Control. The authority and effectiveness in the classroom shall be primarily the teacher's responsibility. The Board and Administration will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, alternative education placement, or law enforcement personnel, the teacher shall advise the

principal in writing. Having been advised the principal will schedule a building team (teacher, social worker, principal, psychologist, etc.) meeting. The meeting will be held without undue delay.

27.2 Assault Charges. Teachers shall observe such rules concerning punishment of students as may be established by the Board. In the event civil proceedings are brought against a teacher alleging that he/she committed an assault in the course of this employment, he/she will be provided legal counsel by the Board.

27.3 Injury. For injury sustained on duty, see Article 25.3, Worker's Compensation, and Article 25.1 A, Long Term Disability.

27.4 Safety and Liability. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable to the Board for damage or loss to person or property except in the case of gross negligence.

27.5 Legal Counsel. Upon request of a teacher who is assaulted as a result of classroom or extracurricular duties, the Board will provide preliminary legal counsel, but not representation.

27.6 Teachers are not required to enter a "bomb scare" building until the building has been declared safe by the police department.

27.7 Working time lost by a teacher as a result of school-work connected assaults or charges of assault shall not result in loss of salary or leave time, unless the teacher is found guilty.

27.8 A teacher shall be reimbursed for loss, damage or destruction of clothing or personal property as a result of theft, vandalism or assault related to teaching duties unless due to negligence or criminal guilt of the teacher, if such loss exceeds fifteen dollars (\$15.00) and does not exceed one hundred dollars (\$100.00). The application shall be in the form of a letter within one school/work week of the damage, and shall be made before the end of the fiscal year (June 30).

In all cases, adequate proof of loss or a sworn affidavit must be submitted with the claim. In addition, a police report must be filed in all cases involving theft of personal property and damage to an automobile. The Board or school administrators shall assist teachers in attempting to obtain restitution for damages or loss occurring on school premises during the time of employment.

In the event there is a dispute involving a claim in this section, the matter shall be referred to the Professional Relations Committee for determination.

ARTICLE 28. SEVERANCE PAY AND RETIREMENT/RESIGNATION

28.1 All tenure teachers with ten or more years of seniority in the Troy School District shall upon termination of employment from the Troy Schools, receive severance pay in the amount of one half (1/2) of the per diem rate of pay for unused sick days provided for in Article 17 to a maximum accumulation of sixty (60) days. Thirty (30) additional unused sick days will be paid for at the current guest/substitute teacher pay rate to tenure teachers with ten or more years of seniority in the Troy School District. All tenure teachers with less than ten years of seniority in the Troy School District shall upon termination of employment from the Troy School District receive severance pay in the amount of the current guest/substitute teacher pay rate for unused sick days provided for in Article 17 to a maximum accumulation of ninety (90) days. Probationary teachers are not eligible for severance pay. Severance pay shall be paid within two (2) pay periods of request for said

severance pay. Such request shall be made within twelve (12) months of termination. Severance pay will not be paid in cases where proper notice of leaving was not given or where illegal or immoral or other unethical conduct by the employee is involved. A teacher whose severance payment is five thousand dollars (\$5,000.00) or more shall have said payment deposited into a 403 (b) offered through the District.

28.2 All teachers who retire with ten (10) or more years of service in Troy shall, at their option, be paid severance pay as set forth below in lieu of pay for accumulated sick leave. A teacher whose severance payment is five thousand dollars (\$5,000.00) or more shall have said payment deposited into a 403 (b) plan offered through the District

10-14 years service	-	\$1,000.00
15-19 years service	-	\$1,500.00
20 or more years	-	\$ 100.00/per year

28.3 In case of death during a teacher's employment, the teacher's beneficiary on his/her retirement card shall receive either severance pay under 28.1 or severance pay in lieu of pay for accumulated sick leave under 28.2, whichever is greater, but not both.

28.4 Mid-Year Notice Requirement. A teacher resigning or retiring must give a minimum of ninety (90) days notice in order to be eligible for severance, except in extenuating circumstances including, but not limited to, death of a family member, spousal job transfer/relocation, and other family crisis. Teachers providing less than the 90-workday notice, but more than 30-days notice, shall receive a prorated severance payment; i.e., a teacher giving 89-days notice shall be eligible for 89/90ths of the severance benefit. Teachers giving less than 30-days notice shall not be entitled to any severance benefit, assuming there are no extenuating circumstances. A written notice should be sent to the Assistant Superintendent, Human Resources.

28.5 End-of-Year Notice Requirement. Teachers resigning or retiring prior to the start of the next school year must give notice by March 30th (90 days prior to the end of the preceding school year). Teachers providing less than the 90-workday notice, but more than 30-days notice, shall receive a prorated severance payment; i.e., a teacher giving 89-days notice shall be eligible for 89/90ths of the severance benefit. Teachers giving less than 30-days notice shall not be entitled to any severance benefit, assuming there are no extenuating circumstances. A written notice should be sent to the Assistant Superintendent, Human Resources.

ARTICLE 29. MASTER SICK BANK

29.1 Master Sick Bank Plan. The procedure for the administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible teachers who apply and whose applications are subsequently approved for sick day(s) benefits.

29.2 Funding of Sick Bank. The Master Sick Bank shall be funded in accordance with the following provisions:

- A. Teachers newly employed by the School District shall have one sick day of their advance current allowance transferred to the Master Sick Bank at the beginning of their employment.

- B. The maximum number of sick days in the Master Sick Bank shall be twice the number of teachers in the bargaining unit.
- C. The above one sick day transferred to the Master Sick Bank from the current allowance of a teacher, or any other sick days so transferred, shall not be deducted from the days remaining in the Master Sick Bank at the time a teacher terminates his/her employment with the School District.
- D. If the number of days in the Master Sick Bank falls below 25 percent of the maximum funding of days prior to the end of any school year, the TEA will notify the Board to make a transfer of one (1) more day from each teacher's current allowance to the Master Sick Bank.

29.3 Eligibility - Master Sick Bank. Any teacher shall be eligible to make application to the Sick Bank Committee for sick days of benefit after he/she has been incapacitated for at least fifteen (15) consecutive working days and has used all of his/her own allowance. If a teacher is incapacitated for at least fifteen (15) working days (not necessarily consecutive working days) in any one (1) year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same doctor who handled the case originally verified by written statement that such incapacitation is a recurrence, then the fifteen (15) consecutive day eligibility requirement could be waived in this instance at the discretion of the Sick Bank Committee.

29.4 Application. Each application for sick days of benefit from the Master Sick Bank must be submitted on the Sick Bank Application form to the Sick Bank Committee, and such application will be approved or rejected on the basis of the individual teacher's circumstances. All applications must be accompanied by supporting doctor's statements.

29.5 Sick Bank Committee. The Sick Bank committee shall be composed of three (3) teachers to be selected in any manner determined by the TEA and two (2) administrators to be selected by the Board. They shall hold membership on the committee for such terms as the TEA may determine. Any application approval by the Committee shall be by a majority vote of the entire Committee.

29.6 Administration. The Master Sick Bank shall be administered by the Sick Bank Committee in accordance with the following provisions:

- A. No teacher shall be allowed more than the number of days needed to satisfy the waiting period for LTD benefit from the Sick Bank in any school year.
- B. The form authorizing an award of sick days from the Master Sick Bank to a teacher which is sent to the Board for payment must be accompanied by supporting doctor statements used by the Committee in making their decision (for Board review) and signed by three (3) members of the Sick Bank Committee and one of the following:
 1. President of the Troy Education Association
 2. Executive Director of the Troy Education Association

Said forms shall be sent to the Board within five (5) days of authorization.

- C. The records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three (3) members, with one member each to be appointed by

the Board, by the TEA, and by the Sick Bank Committee. A copy of the audit report shall be furnished to the Board, TEA and Sick Bank Committee.

29.7 Board Retention of Sick Days. All sick leave days accumulated by any teacher in his/her current allowance or those days transferred to the Master Sick Bank from his/her current allowance shall be subject only to the contingent liability of actual sick claim use by the teacher or the Master Sick Bank. All sick leave days which are not used by the teacher or the Master Sick Bank during the period of his/her employment shall not be subject to any other type or kind of claim in any form whatsoever by the teacher or the TEA when his/her employment has terminated.

29.8 Sick Bank. The Board recognizes that the Sick Bank Committee's decisions can not be reversed by the Board. However, the committee's decisions shall not be used as evidence or raised as an issue by either party during hearings over disciplinary action against a teacher for alleged excessive absenteeism.

ARTICLE 30. ANNEXATION AND CONSOLIDATION

In the event that the Troy School District is forcibly or voluntarily annexed or consolidated through action taken by the courts, the State of Michigan, State Board of Education, Intermediate School District to or with another district(s), teachers of the Troy School District shall retain seniority rights and their tenure status or probationary status that would have been afforded had no annexation or consolidation taken place.

Annexation or consolidation through action taken by courts, the State of Michigan, State Board of Education, Intermediate School District, or electorate shall not cause a teacher to lose or reduce leave rights, salary, salary status, fringe benefits, employment, or other rights provided for in this Agreement.

ARTICLE 31. DISTRICT ORGANIZATION

31.1 Departments

- A. The assignment of each teacher shall be consistent with primary teacher responsibility. ESL teachers shall be assigned to a department within their building based on certification.
- B. Every teacher in each high school shall be assigned by the building administration to a department headed by a department chairperson within that building as listed below:
 - 1. Math
 - 2. Social Studies
 - 3. Science
 - 4. English/Library/Media/Speech
 - 5. Business
 - 6. Physical Education
 - 7. Counselors
 - 8. Vocational Education: Industrial Arts, Vocational Education, Home Economics
 - 9. Foreign Language
 - 10. Special Education
 - 11. Fine Arts: Arts, Music (Vocal and Instrumental), Drama
- C. Every teacher in each middle school shall be assigned by the building administrator to a department headed by a department chairperson within that building as listed below:
 - 1. Math
 - 2. Science
 - 3. Social Studies
 - 4. English/Library/Media/Reading/Speech

- D. Every teacher eligible for district-wide departments shall be assigned by the Administration to a department headed by a department chairperson (*Special Education shall have two department heads).

Department Heads for middle school level district-wide shall be:

- | | |
|---------------------------|--|
| 1. Foreign Language | 6. Physical Education |
| 2. Home Living | 7. Industrial Arts Education and Vocational Education |
| 3. Special Education (*2) | 8. Fine Arts: Music (Vocal & Instrumental), Drama, Art |
| 4. Business | |
| 5. Counselors | |

- E. Department heads for elementary level district-wide shall be:

1. Special Education (Learning Disabilities)
2. Fine Arts (Art/Music)
3. Physical Education
4. Special Education (Pre-Primary Speech and Language Development, Pre-Primary Development, Emotionally Impaired, Educable Mentally Impaired, Trainable Mental Impaired)

- F. One (1) district level department head for itinerant staff (Social Workers, Psychologists, Speech Pathologists, Learning Disabilities Teacher Consultants)

31.2 Department Head Qualifications

- A. Must be a tenure teacher or, in the case of non-certificated personnel, must have completed a probationary period equivalent to the probationary period prescribed by the Tenure Act for certificated teachers, unless there are none available.
- B. Must be a teacher within the department headed.
- C. Shall have taught the previous year within the department headed, except in new buildings or a reorganized school.
- D. Should have a major or minor in one of the areas of the department unless there are no teachers with said major or minor available.
- E. Qualifications for special education itinerant department head:
1. An individual possessing a teaching certificate must have completed his/her probationary period at the time of selection to the department head position.
 2. An individual who does not possess a teaching certificate must have completed a probationary period equivalent to the probationary period prescribed by the Tenure Act for certified teachers.

31.3 Department Head Selection

- A. The department heads shall be elected by secret ballot of the eligible department members during the last ten (10) days of the teachers' school year. The term of office shall be two (2) years. To elect, all department members must be notified at least three (3) days prior to the election itself. It shall require a majority of those eligible to vote to be elected.

- B. If during the school year a vacancy occurs in the position, the same election procedure shall be applied to elect a department head to finish the unexpired term.
- C. A new election may be called by a majority of the eligible department members by a signed petition. Should an election take place, it shall be held within five (5) school days.
- D. The same election procedure shall be applied to elect a department head to finish the unexpired term.

31.4 Department Head Duties

- A. Shall be a member of the building curriculum committee if such a committee does exist.
- B. Shall hold regular meetings with the members of the department to keep them informed on matters of concern to them.
- C. Shall assist new teachers in becoming familiar with the school and the department and their particular responsibilities.
- D. Shall be responsible for the supervision and coordination of the curriculum of the department to include coordination of textbook selection.
- E. Shall serve as a liaison between the individuals of the department and the administration when necessary.
- F. Shall forward requisitions and requests from within the department to the building principal.
- G. Shall perform such other miscellaneous duties that are requested by the members of the department and the administration that may be deemed reasonable and proper.
- H. Shall serve as a member of the Secondary Curriculum Committee if such a committee exists. Elementary department heads shall serve as a member of any curriculum committee relating to their department if such a committee exists.
- I. Each department shall hold regular departmental meetings as frequently as is necessary to keep its members informed of matters of mutual concern and to maintain the orderly operation of the department. Such meetings will be scheduled by the department head at such times as are mutually agreeable to as many members of the department as possible. All department members shall normally be expected to attend such meetings. When a member cannot attend the meeting, the member shall notify the chairperson in advance.
- J. Schedule for itinerant staff (art, music, physical education) shall be prepared by their department heads subject to the approval of the administrator in charge of the area of instruction.
- K. Any committee work directly related to the responsibilities of the department head listed above will not count as a committee assignment under Article 6, Section 6.2B.

31.5 Release Time. Each department head shall have release time dependent on the number of department members. A department head with nine (9) or fewer members in his/her department shall be provided up to nine (9) half days per year. A department head with ten (10) or more in the department shall be provided up to fourteen (14) half days per year. The department head shall

notify the principal in advance those days he/she wishes to utilize. The department shall notify the subcaller for release days.

31.6 Head Teacher, Elementary

- A. Qualification for Head Teacher. An applicant for the head teacher position must have an elementary permanent, provisional or professional certificate with at least three (3) years teaching experience at the elementary level.
- B. The position of head teacher shall be reopened every two years. All applicants will be interviewed by the building principal. Following these interviews, the building principal will appoint a head teacher whom he/she feels best meets the needs of the building.
- C. Suggested Duties:
 - 1. The head teacher shall be in charge of the building during the absence of the principal.
 - 2. The head teacher shall make decisions within the scope of the normal procedures and policies set for the building by the principal and Central Office.
 - 3. The head teacher's workday shall begin thirty (30) minutes before the entry of the children, and end thirty (30) minutes after the close of school.
 - 4. The head teacher shall assist the principal with the discipline problems of the building. He/she shall handle minor discipline problems within the building and all discipline problems when the principal is unavailable.
 - 5. The head teacher will be responsible for preparing and keeping up to date all teacher duty schedules. He/she shall keep the principal informed of same.
 - 6. The head teacher will be responsible for correct procedures regarding arrival and departure of children and buses.
 - 7. The head teacher shall be responsible for noon hour supervision. Noon aides will be instructed to go to the head teacher with problems.
 - 8. The head teacher shall have the responsibility of seeing that all accident forms are properly filled out.
 - 9. The head teacher shall inform the principal of the general tone of the building, and report any areas of concern by the staff.
 - 10. During inclement or extremely cold weather when students come into the building before the start of school the head teacher may be put on duty to handle these children.
 - 11. The head teacher shall acquaint himself/herself with the coordination of all services to the school.
 - 12. The head teacher shall be provided an opportunity to gain administrative experience in the following areas: (a) pupil records; (b) requisitions; (c) referrals; (d) proposals to Central Office; and (e) conduct some faculty meetings.

13. Since all of these listed duties cannot be handled at the same time by any one head teacher, it is the responsibility of the building principal to decide what duties shall be under the direction of the head teacher.

ARTICLE 32. RETIREMENT

32.1 Mandatory retirement, if any, shall comply with applicable federal law.

32.2 A person must be employed by the Troy School District on the last working day prior to date of retirement. Also see Article 28. Severance Pay and Retirement/Resignation.)

ARTICLE 33. SHARED TEACHING

33.1 Teachers may volunteer for shared-time assignments by making application to the Assistant Superintendent, Human Resources on or before March 1 for the ensuing school year. Teachers requesting and being granted shared-time assignments shall be notified at least thirty- (30-) calendar days before the assignment begins.

33.2 No shared-time assignments shall come into existence without approval of the Superintendent or his/her designee. Once approved by the Superintendent or his/her designee, a shared-time assignment shall not terminate during the school year without the approval of the Superintendent or his/her designee, except in case of resignation or termination of one or both of the teachers sharing the assignment. In case of such resignation or termination, the Superintendent or his/her designee shall have the right, in his/her discretion, to continue the shared-time assignment by offering the vacated portion of the assignment to qualified laid-off teachers in order of seniority, and in absence of success through that method, by hiring a temporary replacement or replacements.

33.3 A shared-time assignment may be continued for an additional school year by agreement between the teachers involved and the superintendent or his/her designee. However, in any case where termination of the assignment at the end of a school year would result in the layoff of a teacher, the Superintendent or his/her designee shall have the right, in his/her discretion, to require that the teachers involved continue in the shared-time assignment for the ensuing school year, except in case of resignation or termination of one or both of said teachers. In case of such resignation or termination, the provisions of the last sentence of paragraph 33.2 above shall be applicable, with the phrase "temporary replacement" construed to include a replacement for all of the ensuing school year.

33.4 The termination of shared-time assignments by the Superintendent or his/her designee shall not be considered an involuntary transfer.

33.5 Compensation

A. Shared time teachers shall be compensated in proration of the salary they would be entitled to if they held a full-time assignment.

B. Shared time teachers shall have the following fringe benefit options. In no case shall the total cost of the fringe benefits between teachers sharing a position exceed the total cost of the benefits paid to a full-time teacher for the same position.

1. Life insurance as provided in Article 25.1.

2. Health (MESSA's Super Care I or Choices), dental, and vision insurance. The Board shall pay the same proration of the premium paid for salary for these insurances as provided in Article 25.1, and the teacher shall pay the remaining portion of the premium. Except in instances where the insurance will be a true group, a teacher at his/her option may use the dollar value of the Board's share of the premium cost to be applied to the purchase of any combination of health, dental and/or vision insurance, with the teacher to pay any remaining portion of the premium for the desired coverage.

Option to Health. Teachers who do not choose to be covered by a health insurance plan shall be entitled to select benefits provided in Plan B of Article 25.1 at the same proration as paid for salary.

3. Worker's Compensation as provided in Article 25.3.
4. Long term disability insurance as provided in Article 25.1.
5. Fringe benefits delineated in this Article are subject to the terms and approval of the insurance carrier.

33.6 Shared-time teachers will divide preparation/planning time, but their total preparation/planning time will not exceed the preparation/planning time of a full-time teacher. The number of preparations at secondary shall be no more than two per day for less than a full-day teacher unless the teacher requests or accepts more. The duty time for shared-time teachers when added to the duty time of their shared-time partner, where appropriate, shall equal a full-time assignment.

Shared-time teachers will be required to attend staff meetings, if the staff meeting is immediately preceding or following his/her schedule. If the staff meeting does not immediately precede or follow the teacher's schedule, the teacher shall attend the make-up meeting. If no make-up meeting is scheduled, the teacher is responsible for obtaining the faculty meeting information. Shared-time teachers shall also attend all parent conferences, open houses and serve on committees as provided for full-time teachers. No extra compensation shall be paid for the fulfillment of these duties.

33.7 Shared time teachers will be allowed to share time by teaching one semester and having the shared-time partner teach the other semester. This situation shall in no case be considered a layoff when the teacher is not teaching. A teacher who is to teach the second semester must pay for fringe benefits prior to the commencement of the first semester if the teacher wishes to have coverage.

33.8 For purposes of this Agreement, a teacher who has voluntarily become a less than full-time employee shall be considered shared-time. (See Article 5, Section 5.16 for involuntary FTE reductions.

33.9 Seniority. Each teacher participating in shared-time will receive full seniority credit.

33.10 Sick Leave Days.

- A. Teachers in a shared-time position shall receive prorated sick leave days.
- B. Absences shall be deducted on a prorated basis.

33.11 Shared-time teachers who do not teach daily shall fulfill the following workday obligations:

<u>Full-time Equivalency</u>	<u>179 Student Days</u>	<u>6 Teacher Workdays</u>
1.0	179	6.0
.9	161	5.0
.8	143	4.5
.7	125	4.0
.6	107	3.5
.5	90	3.0
.4	72	2.0
.3	54	1.5
.2	36	1.0
.1	18	0.5

Article 34. NILES COMMUNITY HIGH SCHOOL

Collective Bargaining Agreement Application

The following articles and schedules contained in this collective bargaining agreement shall apply in their entirety to the Niles Community High School teachers:

Article 1.	Recognition	Article 22.	Grievance Procedure
Article 2.	TEA Rights	Article 23.	Negotiation Procedures
Article 3.	Teacher Rights	Article 24.	Miscellaneous Provisions
Article 4.	Evaluation	Article 25.	Insurance
Article 7	Rights of Administration	Article 26.	Salary Schedule Application
Article 8.	Joint Responsibilities	Article 27.	Protection of Teachers
Article 9.	Health and Safety	Article 28.	Severance Pay and Retirement
Article 17.	Leave Pay	Article 29.	Master Sick Bank
Article 18.	Maternity, Childcare and Adoption Leave	Article 30.	Annexation and Consolidation
Article 19.	Leaves of Absence-General	Article 31.	District Organization
Article 20.	Sabbatical Leave	Article 32	Retirement
Article 21.	Lines of Communication	Article 33.	Shared Teaching
		Article 35.	Duration of Agreement
		Schedules	A, B, C and D.

All references exclusively for Niles Community High School are contained in Article 34. Article 34.10 Professional Qualifications and Assignments compares to Article 10 Professional Qualifications and Assignments in the main collective bargaining agreement; however, applicable parts of Article 34.10 applies to Niles Community High School while Article 10 applies to staff, schools and buildings other than Niles Community High School. A number of 34.10.3 means that Article 10, Section 3 of the main collective bargaining agreement does not apply to Niles Community High School and its staff, whereas the terms and conditions in 34.10.3 do apply at Niles Community High School. If a listing for 34.10.1 does not appear, it means that Article 10, Section 1 of the main collective bargaining agreement applies to staff at Niles Community High School.

Article 34.5. Layoff and Recall

34.5.2.A Tenure teachers in order of seniority (starting with the most senior) will be given the opportunity to take a voluntary layoff; provided, however, that no teacher will be allowed to take a voluntary layoff unless a qualified replacement for his/her position is available. As used in Section

34.5.2A, the term “qualified” means that the teacher must be certified and qualified as defined in Section 34.10.3.C.2 for the position. In addition, teachers of art, music, and physical education in grades K-5 must have a major or minor in the subject area.

34.5.9 When the Board determines it is necessary to recall a teacher to Niles Community High School, the most senior qualified (as defined in Article 34.10.3.C.2) teacher shall be recalled. Should the teacher refuse recall, he/she shall be moved to the bottom of the recall list, but will not lose his/her seniority date. In this event, the Board shall then recall the next most senior qualified teacher who accepts recall.

If no laid-off teachers are qualified as per Article 34.10.3.C.2, then the Board shall hire a teacher to fill the vacancy. Nothing contained in this Article shall obligate the Board to transfer teachers or alter schedules to facilitate the recall of a laid-off teacher after October 1.

Teachers, who are passed over for recall because they are not qualified for a vacancy, shall begin to accrue seniority from the date they are passed over in the same manner as if they had been recalled.

It is understood that Article 5, Section 5.9 of the main contract applies for vacancies other than at Niles Community High School.

Article 34.6. Teacher Responsibilities

34.6.2.B A teacher may be required to serve on no more than two committees during the school year. The length of service in each activity shall not exceed five months. An activity lasting more than five months shall satisfy the requirement of serving on two committees during the school year. Teachers may be requested to serve on district-wide, inter- and intraschool committees. This section is not intended to limit a teacher from voluntarily serving on any number of committees. Assignment to a North Central committee shall count as one committee.

Article 34.10. Professional Qualifications and Assignment

34.10.3.A.1 To be qualified to teach at Niles Community High School, the teacher must be certified in accordance with state law and must satisfy North Central accreditation standards.

34.10.3.A.2 If a Niles Community High School teacher fails to satisfy the qualifications in 34.10.3.A.1 or fails to satisfy one of the primary or alternative qualifications in Article 10.3 of the main contract for a position other than at Niles Community High School, then such teacher shall be laid off.

34.10.4 Wherever the term "qualified" is used for Niles Community High School, it shall be as defined in Article 34.10.3.A.1.

Article 34.11 Professional Compensation

34.11.4.A School Calendar. For purposes of teacher compensation, the calendar shall constitute 191 days inclusive of the six (6) paid holidays. To insure provision of the minimum number of days of student instruction as required by MCLA 388.1701, as amended from time to time, days of student instruction may be rescheduled and the necessary modifications to the school calendar will be made. If days of student instruction need to be rescheduled to be in compliance with law, the parties shall meet and mutually agree to a revised calendar.

34.11.4.D Article 11, Section 4.D of the main contract shall not apply to Niles Community High School.

Article 34.12 Teaching Hours

34.12.5 On days immediately preceding school holidays and vacations, the teachers' day shall end at the close of the pupils' school day, except that the teachers should remain in the building until the buses have left the school grounds. On Fridays, unless it immediately precedes a school holiday or recess, teachers may leave 6 ½ hours after the start of the student day. Teachers involved in scheduled TEA meetings shall be excused at the end of the pupils' school day, except that this practice shall not apply to more than five (5) days when the entire TEA membership is involved.

34.12.10. Lunch Period. Teacher shall have a duty-free lunch period of 30 minutes, during which they may leave the building.

Article 34.13 Class Size

34.13.2 Teaching Loads and Assignments, Niles Community High School. The maximum number of students per section, unless otherwise stated, shall not exceed twenty-five (25).

- A. The number of students in all lab classes shall not exceed the number of stations or twenty-five (25), whichever is less. Science classes requiring a lab and computer classes are considered laboratory classes.
- B. Physical education classes shall have a maximum of 33 (thirty-three) students.
- C. If necessary, the class size maximum may be exceeded by two students. For the one or two students over the stated maximum, \$80 per marking period shall be paid to the TEA scholarship fund for graduating high school students from the Troy School District.

Article 34.14 Teaching Conditions

34.14.1 The total student contact time and preparation time shall be comparable to that of high school teachers in the main contract.

Building Restructuring. If at least 75% of the Niles Community High School teachers agree to a restructuring plan, the plan shall be implemented after receiving approval from the superintendent (or his/her designee) and the TEA.

34.14.2 No Niles Community High School teacher shall have more than four (4) preparations unless the teacher requests or accepts more.

Any course offering or level of a course offering, whether it is at the same or a different level, in which students are evaluated for credit, shall be considered a preparation. The combining of two (2) or more course offerings in one (1) class period shall count as two (2) or more preparations. The following are excluded from being defined as a preparation: student assistants, independent study, study halls, in-house suspensions and co-op coordinating hours.

34.14.3 Vending machines shall be available.

34.14.8.B. Niles Community High School staff may request additional office help at semester ends to aid teachers. Niles Community High School staff will arrange scheduling of this additional help as mutually agreed to by the principal, the staff of the building and the Human Resources.

34.14.9.A. Adequate lunchroom/lounge facilities will be available for staff use. There shall be lavatory facilities available and reserved for adult staff use.

34.14.9.C. Telephone facilities shall be provided for teachers' use for school business and reasonable personal calls.

34.14.9.D Paved parking facilities shall be available for teachers' use during school hours.

34.14.11.A Library Use. Article 14, Section 11 of the main contract shall not apply for Niles Community High School.

34.14.13 Report Cards.

- A. Report cards or final grades shall not be routinely required to be completed and handed in earlier than the end of the second work day following the last day of the term as shown on the calendar. It is recognized, however, that grades may be required for certain students earlier than the time lines above, and the teachers agree to cooperate and submit grades earlier under these special circumstances (examples of special circumstances include student moving, scholarship and admission to college).
- B. Teachers shall have the authority to grade students and recommend whether a student shall be passed or retained. Any person or committee who has authority to change or reverse a teacher's decision shall do so only after furnishing the teacher with written notification of their action. The notification shall include the name of the student and rationale for said change.

34.14.14 Progress Reports. Progress reports for students achieving less than an average or satisfactory grade are routinely required at the end of the middle week of every term unless otherwise agreed to by the parties.

34.14.18 Teacher parking lot problems shall be reported to the administration for appropriate action.

34.14.24 The counselor shall work up to two weeks (as determined by the administration) of the summer recess immediately preceding the start of the school year at his/her daily rate, unless notified to the contrary by the end of the preceding teacher work year.

Article 34.15 Transfers

34.15.9 Voluntary Transfers. It is understood that a currently employed teacher from a building other than Niles Community High School is not required to be transferred to Niles Community High School. Further it is understood that a teacher currently employed at Niles Community High School is not required to be transferred to a bargaining unit position outside of Niles Community High School. The "rule of three" shall not apply for transfers in either direction.

34.15.10 Definitions. When used in this Article, the following terms shall mean: (1) A transfer is a change in building, grade level, department, course or subject matter; (2) a voluntary transfer is one requested by the teacher on his/her own or at the suggestion of the Administration; (3) an involuntary transfer is one not requested by the teacher; (4) qualification shall be primary qualifications as defined in 34.10.3.A.1.

34.15.11 Should Niles Community High School close, the layoff, recall and/or transfer language shall apply.

34.15.17 In the event it becomes necessary to make an involuntary transfer, the least senior teacher who is certified and qualified in accordance with Article 10.3 for positions other than at Niles Community High School, or 34.10.3.A.1 for positions at Niles Community High School, shall be given the transfer.

34.15.18 Involuntary transfers may occur for the following reasons: (1) no applicant requesting a transfer for the position(s) in question meets the posted specifications; (2) to facilitate the recall of a laid-off teacher; (3) to facilitate the return of a teacher on leave; (4) to avoid the layoff of a teacher (in which event primary and alternative qualifications shall apply for assignments other than at Niles Community High School); (5) change in student enrollment patterns; (6) reduction in program; and (7) change in program.

Article 34.16 Seniority

34.16.1 Article 16, Section 1 of the main contract shall apply in addition to the following:

Niles Community High School teachers employed as of the effective date of this agreement will be given their actual date of hire as a teacher for Niles Community High School as a seniority date on the Troy Education Association's seniority list.

Article 34.28 Retirement

All terms and conditions in Article 28 of the main collective bargaining agreement shall apply, except that "years of service as a teacher with the Troy School District" shall be defined as years of service to Niles Community High School (alternative education) or the K-12 program, or a combination of the two.

Article 34.31 District Organization

The terms and conditions outlined in Article 31 of the main collective bargaining agreement shall in no way apply to staff at Niles Community High School.

34.31.7 Niles Head Teacher

- A. **Qualification for Head Teacher.** An applicant for the head teacher position must have a secondary permanent, provisional, or professional certificate with at least three (3) years teaching experience at the secondary level.
- B. The position of head teacher shall be reopened every two years. All applicants will be interviewed by the building supervisor. Following these interviews, the building supervisor will appoint a head teacher whom he/she feels best meets the needs of the building.
- C. **Suggested Duties:**
 - 1. The head teacher shall be in charge of the building during the absence of the supervisor.
 - 2. The head teacher shall make decisions within the scope of the normal procedures and policies set for the building by the supervisor and Central Office.

3. The head teacher's workday shall begin thirty (30) minutes before the entry of the students and end thirty (30) minutes after the close of school.
4. The head teacher shall assist the supervisor with the discipline problems of the building. He/she shall handle minor discipline problems within the building and all discipline problems when the supervisor is unavailable.
5. The head teacher shall have the responsibility of seeing that all accident forms are properly filled out in the absence of the supervisor.
6. The head teacher shall acquaint himself/herself with the coordination of all services to the school.
7. The head teacher shall be provided an opportunity to gain administrative experience in the following areas: (a) pupil records; (b) requisitions; (c) referrals; (d) proposals to Central Office; and (e) conduct some faculty meetings.
8. Shall serve as a liaison between the individuals of the staff and the administration when necessary.
9. Since all of these listed duties cannot be handled at the same time by any one head teacher, it is the responsibility of the building supervisor to decide what duties shall be under the direction of the head teacher.

**Schedule C for Niles Community High School:
2011/2012 and 2012/2013**

IN ADDITION TO THE BASE SALARY, THE FOLLOWING EXTRA DUTY ASSIGNMENTS REQUIRING TIME OUTSIDE REGULAR SCHOOL HOURS SHALL BE PAID AT THE PERCENTAGE FIGURE SHOWN MULTIPLIED BY \$ \$60,467 IN 2011/2012 and 2012/2013 .

<u>CATEGORY I – 5.0%</u> HEAD TEACHER	\$3023 in 11/12 and 12/13
<u>CATEGORY II – 1.0%</u> ACTIVITY SPONSOR SCHOOL STORE YEARBOOK NCA CHAIRPERSON	\$605 in 11/12 and 12/13
<u>CATEGORY III – 0.5%</u> EMPLOYMENT SUPERVISOR KEY CLUB NEWSLETTER STUDENT GOVERNMENT	\$302 in 11/12 and 12/13

SCHEDULE C ALSO PROVIDES FOR THE BOARD TO PAY ALL TEACHER RETIREMENT TO THE MICHIGAN PUBLIC EMPLOYEES RETIREMENT FUND.

ARTICLE 35. DURATION OF AGREEMENT

This agreement shall be in full force and effect as of August 15, 2011, and shall continue in effect through June 30, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above, unless mutually agreed to in writing by both parties.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives, the day and year first written above. On or before March 15, 2013, both teams shall meet to discuss contract negotiations.

TROY BOARD OF EDUCATION

By _____
President

By _____
Assistant Superintendent, Human Resources

TROY EDUCATION ASSOCIATION (MEA/NEA)

By _____
President

By _____
Secretary

TROY SCHOOL DISTRICT
SCHEDULE A 2011/2012 and 2012/2013 SCHOOL YEARS ⁵

THESE LANES ONLY FOR TEACHERS GRANDFATHERED ^{1,3,4}

STEP	BA	BA20	MA	MA30/EDS	PHD/EDD	BA15 ³	BA25 ³	BA30 ^{1,3}	MA5 ³	MA10 ⁴	MA15 ³	MA20 ⁴	MA25 ³
1	41,297	42,599	44,369	47,628	51,402	41,970	43,224	43,967	44,481	45,110	45,740	46,366	46,997
2	44,089	47,047	49,132	52,862	55,356	46,310	47,793	48,633	49,246	49,936	50,692	51,415	52,132
3	47,020	50,304	52,714	56,920	59,328	49,470	51,159	52,127	52,826	53,650	54,464	55,280	56,097
4	49,755	53,581	56,304	60,974	63,283	52,629	54,491	55,620	56,417	57,322	58,238	59,146	60,055
5	52,578	56,845	59,879	65,026	67,245	55,784	57,922	59,105	59,991	61,005	62,009	63,018	64,023
6	55,406	60,116	63,471	69,083	71,206	58,967	61,306	62,592	63,584	64,680	65,781	66,877	67,976
7	58,238	63,385	67,048	73,139	75,162	62,103	64,680	66,081	67,160	68,360	69,560	70,745	71,938
8	61,066	66,652	70,634	77,195	79,125	65,265	68,064	69,576	70,747	72,036	73,325	74,614	75,907
9	63,893	69,920	74,219	81,248	83,092	68,423	71,434	73,060	74,331	75,713	77,096	78,480	79,862
10	66,721	73,194	77,800	85,301	90,396	71,584	74,814	76,559	77,912	79,394	80,878	82,355	83,817
11	71,680	78,731	83,900	92,264	94,005	76,868	80,548	82,686	84,012	85,649	87,308	88,960	90,608
LNGI	73,562	80,797	86,106	94,685	96,474	78,886	82,663	84,860	86,218	87,898	89,601	91,295	92,988
NGII	75,444	82,866	88,304	97,108	98,939	80,903	84,776	87,026	88,422	90,148	91,892	93,632	95,367
LNGIII	77,325	84,933	90,511	99,528	101,409	82,921	86,893	89,201	90,630	92,395	94,185	95,967	97,746
LONGEVITY INCREMENT AMOUNTS²													
LNGI	1,882	2,066	2,206	2,421	2,469	2,018	2,115	2,174	2,206	2,249	2,293	2,335	2,380
LNGII	3,764	4,135	4,404	4,844	4,934	4,035	4,228	4,341	4,411	4,499	4,584	4,672	4,759
LNGIII	5,645	6,202	6,611	7,264	7,404	6,053	6,345	6,516	6,619	6,746	6,877	7,007	7,138

1. For a teacher to advance beyond the MA lane, the semester hours or equivalent must be taken after completion of the requirements for a Master's Degree.
2. Longevity pay shall be paid to teachers in their respective salary lanes at the amounts provided above for service beyond 15 years in Troy Schools, beyond 20 years in Troy Schools, and beyond 25 years in Troy Schools.
3. Teachers shall not be allowed to go onto the following salary lanes after the 1996-97 school year: BA+15, BA+25, MA+5, MA+15 and MA+25. Additionally, only employees hired on or before December 14, 1971 shall be allowed to progress to the BA+30 lane.
4. Unless current teachers have met requirements under Article 26.1, teachers shall not be placed on the MA+10 or MA+20 salary lanes after the start of the 2009-10 school year.
5. In years 2011/2012 and 2012/2013, steps will be frozen at the 2010/2011 levels.

**SCHEDULE B - EXTRA DUTY PAY
2011/2012 and 2012/2013**

ATHLETIC COACHING POSITIONS

In addition to the base salary, the following extra duty assignments requiring time outside regular school hours shall be paid at the percentage figure shown multiplied by **\$60,467 in 2011/2012 and 2012/2013**.

CATEGORY I		11-12	12-13
FOOTBALL			
VARSITY	11.60%	\$7,014	\$7,014
ASST. VARSITY	7.50%	4,535	4,535
JUNIOR VARSITY	7.50%	4,535	4,535
ASST. JR. VARSITY	7.00%	4,233	4,233
FRESHMAN	7.00%	4,233	4,233
ASST. FRESHMAN	6.50%	3,930	3,930
HEAVY WEIGHT	6.00%	3,629	3,629
LIGHT WEIGHT	6.00%	3,628	3,628
ASST. HEAVYWEIGHT	5.50%	3,326	3,326
ASST. LIGHT WEIGHT	5.50%	3,326	3,326

CATEGORY I		11-12	12-13
BASKETBALL			
VARSITY	11.60%	\$7,014	\$7,014
ASST. VARSITY	7.50%	4,535	4,535
JUNIOR VARSITY	7.50%	4,535	4,535
FRESHMAN	7.00%	4,233	4,233
8TH GRADE	6.00%	3,628	3,628
7TH GRADE	6.00%	3,628	3,628

CATEGORY II		11-12	12-13
GYMNASTICS			
VARSITY	9.00%	\$5,442	\$5,442
ASST. VARSITY	7.00%	4,233	4,233
WRESTLING			
VARSITY	9.00%	\$5,442	\$5,442
JUNIOR VARSITY	7.00%	4,233	4,233
FRESHMAN	6.00%	3,628	3,628

CATEGORY II		11-12	12-13
SWIMMING			
VARSITY	9.00%	\$5,442	\$5,442
ASST. VARSITY	7.00%	4,233	4,233
JUNIOR VARSITY	7.00%	4,233	4,233

CATEGORY III		11-12	12-13
BASEBALL/SOFTBALL			
VARSITY	8.00%	\$4,837	\$4,837
JUNIOR VARSITY	6.50%	3,930	3,930
FRESHMAN	6.00%	3,628	3,628
TRACK			
VARSITY	8.00%	\$4,837	\$4,837
ASST. VARSITY	6.50%	3,930	3,930
FRESHMAN	6.00%	3,628	3,628
8TH GRADE	5.25%	3,175	3,175
7TH GRADE	5.25%	3,175	3,175
ASSISTANT 7TH & 8TH	4.50%	2,721	2,721
SOCCER			
VARSITY	8.00%	\$4,837	\$4,837
JUNIOR VARSITY	6.50%	3,930	3,930
FRESHMAN	6.00%	3,628	3,628

CATEGORY III		11-12	12-13
VOLLEYBALL			
VARSITY	8.00%	\$4,837	\$4,837
JUNIOR VARSITY	6.50%	3,930	3,930
FRESHMAN	6.00%	3,628	3,628
8TH GRADE	5.25%	3,175	3,175
7TH GRADE	5.25%	3,175	3,175
LACROSSE			
VARSITY	8.00%	\$4,837	\$4,837
ASST. VARSITY	6.50%	3,930	3,930
JUNIOR VARSITY	6.50%	3,930	3,930
ASST. JR. VARSITY	6.00%	3,628	3,628
HOCKEY			
VARSITY	8.00%	\$4,837	\$4,837
ASSISTANT	6.50%	3,930	3,930
WATER POLO			
VARSITY	8.00%	\$4,837	\$4,837
ASSISTANT	6.50%	3,930	3,930

CATEGORY IV		11-12	12-13
TENNIS			
VARSITY	6.00%	\$3,628	\$3,628
JUNIOR VARSITY	5.50%	\$3,326	\$3,326
GOLF			
VARSITY	6.00%	\$3,628	\$3,628
JUNIOR VARSITY	5.50%	\$3,326	\$3,326
CROSS COUNTRY			
VARSITY	6.00%	\$3,628	\$3,628
ASST. VARSITY	5.50%	3,326	3,326
SYNCHRONIZE SWIM			
VARSITY	6.00%	\$3,628	\$3,628

CATEGORY V		11-12	12-13
CHEERLEADING			
VARSITY	7.00%	\$4,233	\$4,233
JUNIOR VARSITY	6.00%	3,628	3,628
FRESHMAN	5.00%	3,023	3,023
MIDDLE SCHOOL (Fall)	4.00%	2,419	2,419
MIDDLE SCHOOL ASST (Fall)	2.00%	1,209	1,209
MIDDLE SCHOOL (WINTER)	0.80%	484	484
MIDDLE SCHOOL (WINTER)	0.70%	423	423
COMPETITIVE CHEER			
VARSITY	2.00%	\$1,209	\$1,209
JUNIOR VARSITY	1.50%	907	907
FRESHMAN	1.00%	605	605

CATEGORY VI		11-12	12-13
ATHLETIC DIRECTOR/ MIDDLE SCHOOL			
	8.50%	\$5,140	\$5,140
HIGH SCHOOL FACULTY MANAGER			
	10.00%	6,047	6,047

MIDDLE SCHOOL INTRAMURAL ACTIVITIES		11-12	12-13
BASKETBALL		\$400	\$400
FLAG FOOTBALL		800	800
SWIM		800	800
TENNIS		800	800
TRACK		800	800
VOLLEYBALL		400	400
WRESTLING		1,066	1,066

ANY POSITION REMOVED FROM CURRENT SCHEDULE B SHALL NOT BE REINSTATED DURING THE DURATION OF THE NEW AGREEMENT.

WEIGHT ROOM SUPERVISOR		11-12	12-13
FALL SEASON		\$1,066	\$1,066
WINTER-SPRING-SUMMER		1,453	1,453

- A. COACHING ASSIGNMENTS WILL BE ALIGNED WITH TEACHING LOCATIONS WHENEVER POSSIBLE.
- B. MIDDLE SCHOOL ATHLETIC DIRECTORS MAY COACH ONE (1) SPORT IN ADDITION TO THEIR DIRECTOR'S DUTIES.
- C. BOYS AND GIRLS COACHING EQUITIES ASSUME THAT SEASONS, CONTESTS, AND PRACTICES ARE SUBSTANTIALLY THE SAME. ANY VARIATIONS WILL BE NEGOTIATED.

SCHEDULE B ALSO PROVIDES FOR THE BOARD TO PAY ALL TEACHER RETIREMENT TO THE MICHIGAN PUBLIC EMPLOYEES RETIREMENT FUND.

SCHEDULE C - EXTRA DUTY PAY
2011/2012 and 2012/2013
POSITIONS OTHER THAN COACHING

In addition to the base salary, the following extra duty assignments requiring time outside regular school hours shall be paid at the percentage figure shown multiplied by \$60,467 in 2011/2012 and 2012/2013.

HIGH SCHOOL – SCHEDULE C POSITIONS 2011-2013			
CATEGORY I - 7.50%		11-12	12-13
BAND DIRECTOR		\$4,535	\$4,535
PLAY DIRECTOR			
CATEGORY II - 5.00%		11-12	12-13
DEPARTMENT CHAIRPERSON		\$3,023	\$3,023
GIRLS' LACROSSE			
VOCAL, MUSIC, ORCHESTRA, T-TEC			
WATER POLO			
WEIGHTLIFTING			
CATEGORY III - 4.00%		11-12	12-13
COMPETITIVE BIOLOGY	NEWSPAPER	\$2,419	\$2,419
COMPUTER CLUB	PROJECT LEAD		
CURRICULUM CHAIRPERSON	SCIENCE		
DEBATE	SR CLASS SPONSOR		
ENGINEERING CLUB	STUDENT GOVERNMENT		
FORENSICS	YEARBOOK		
NATIONAL HONOR SOCIETY			
CATEGORY IV - 3.50%		11-12	12-13
CADETTE/DRILL TEAM		\$2,116	\$2,116
JUNIOR CLASS SPONSOR			
CATEGORY V - 3.00%		11-12	12-13
BACKPACKING CLUB	MATH CLUB	\$1,814	\$1,814
CAREER ACADEMIES	VIDEO CLUB		
(INTL BUSINESS, NETWORKING, ENGINEERING, SOCIAL SCIENCE)			
ENGINEERING CLUB (FALL)			
ENGINEERING CLUB (SPRING)			
INTERVENTION PRG INSTRUCTOR			
CATEGORY VI - 2.50%		11-12	12-13
ASSISTANT BAND DIRECTOR	MODEL U.N.	\$1,512	\$1,512
ASSISTANT PLAY DIRECTOR	PEER MEDIATION		
CHEMISTRY CLUB	PHYSICS CLUB		
FOREIGN LANGUAGE CLUBS	SADD		
FORENSICS ASSISTANT	SOCIAL STUDIES CLUB		
FRESHMAN CLASS SPONSOR	SOPHOMORE CLASS SPONSOR		
INTENSITY DANCE	STUDENT-TO-STUDENT		
INTERNATIONAL CLUB	WRITER'S CLUB		
LITERARY MAGAZINE			
CATEGORY VII - 2.00%		11-12	12-13
ASST MUSICAL DIRECTOR	RHYTHM CLUB	\$1,209	\$1,209
BOWLING	RUGBY		
FIGURE SKATING	SKI CLUB		
FORENSICS ASST-THEATRE	SPECIAL BLDG COMMITTEE CHAIRPERSON		
KARATE CLUB	SUMMER BAND/STRINGS CAMP – BAND DIRECTOR		
LITERARY CLUB	WEB CLUB		
MIFA			

CATEGORY VIII - 1.50%		11-12	12-13
ENVIRONMENTAL ACTIVIST CLUB	NATIONAL ART HONOR SOCIETY	\$907	\$907
FUTURE PROBLEM-SOLVING	O.M.		
HERO	P.A.C.E. LIAISON		
HORTICULTURE	QUIZ BOWL		
CATEGORY IX - 1.00%		11-12	12-13
ASTRONOMY	PHOTOGRAPHY	\$605	\$605
BUILDING WITH BOOKS	PTO/PTA REP		
BUSINESS PROFESSIONALS OF AMERICA	RED CROSS		
CHESS	SAFE RIDES		
DECA	SCI FI ADVENTURE (GAMING)		
KINDNESS	SPIRIT CLUB		
KUDOS CLUB	SUMMER BAND/STRINGS/CAMP-ASST. DIR.		
LEAGUE ACTIVITIES			
MEDICAL CLUB			

MIDDLE SCHOOL - SCHEDULE C POSITIONS 2011-2013			
CATEGORY I - 5.00%		11-12	12-13
DEPARTMENT CHAIRPERSON		\$3,023	\$3,023
CATEGORY II - 3.50%		11-12	12-13
BAND		\$2,116	\$2,116
CURRICULUM CHAIRPERSON			
STRINGS			
VOCAL			
CATEGORY IV - 2.50%		11-12	12-13
DRAMA		\$1,512	\$1,512
MATH CLUB			
PEER MEDIATION			
SCIENCE CLUB/SCIENCE OLYMPIAD			
STUDENT GOVERNMENT			
VIDEO CLUB			
YEARBOOK			
CONNECTORS CLUB			
CATEGORY V - 2.00%		11-12	12-13
SPECIAL BUILDING COMMITTEE CHAIRPERSON		\$1,209	\$1,209
MEDIA CLUB			
CATEGORY VI - 1.50%		11-12	12-13
FUTURE PROBLEM SOLVING		\$907	\$907
O.M. COACH			
P.A.C.E. LIAISON			
STAND CLUB			
QUIZ BOWL			
CATEGORY VII - 1.00%		11-12	12-13
ECOLOGY CLUB		\$605	\$605
FORENSICS CLUB			
HOMEWORK HELP CLUB			
INTERNATIONAL CLUB			
LIFE SKILLS			
PTO/PTA REP			

ELEMENTARY SCHOOL - SCHEDULE C POSITIONS 2011-2013		
CATEGORY I - 5.00%	11-12	12-13
DISTRICT-WIDE DEPARTMENT CHAIRPERSON HEAD TEACHER	\$3,023	\$3,023
CATEGORY II - 3.50%	11-12	12-13
COMPUTER CHAIRPERSON SAFETY PATROL SERVICE SQUAD	\$2,116	\$2,116
CATEGORY III - 3.20%	11-12	12-13
BAND STRINGS VOCAL	\$1,935	\$1,935
CATEGORY IV - 3.00%	11-12	12-13
CHAIRPERSON ELEMENTARY DISTRICT-WIDE COMMITTEE	\$1,814	\$1,814
CATEGORY VI - 2.00%	11-12	12-13
SPECIAL BUILDING COMMITTEE CHAIRPERSON	\$1,209	\$1,209
CATEGORY VIII - 1.00%	11-12	12-13
CHAIRPERSON-BUILDING SUPPLEMENTAL PROGRAMS OUTDOOR EDUCATION CHAIRPERSON PTO/PTA REPRESENTATIVE	\$605	\$605
CATEGORY IX - 0.20% PER DAY	11-12	12-13
OUTDOOR EDUCATION PROGRAM	\$121	\$121

MENTORS - HIGH SCHOOL, MIDDLE SCHOOL AND ELEMENTARY SCHOOL

MENTORS WILL BE PAID A MAXIMUM OF \$493 in 11/12 and 12/13. MAXIMUM OF THREE NEW TEACHERS AT ANY ONE TIME.

SCHEDULE C ALSO PROVIDES FOR THE BOARD TO PAY ALL TEACHER RETIREMENT TO THE MICHIGAN PUBLIC EMPLOYEES RETIREMENT FUND.

SCHEDULE D

Driver Education.....	\$24.12/hr in 11/12 and 12/13
Curriculum Development (Outside school year/day within the discretion of Administration).....	\$24.12/hr in 11/12 and 12/13
Teaching in place of a substitute teacher.....	\$27.40/hr in 11/12 and 12/13
Instructional Trainer	\$32.88/hour + \$54.78 course prep fee/annually in 11/12 and 12/13
Edline Super Users	\$32.88/hour in 11/12 and 12/13

High School

*Scorers, ticket takers, sellers, timers, announcer, adult supervisors	\$30.69 /game in 11/12 \$30.69 /game in 12/13
*Scorers, ticket takers, sellers, timers, announcer, adult supervisors (two games/night)	\$46.05 /night in 11/12 \$46.05 /night in 12/13
*Freshman football timer	\$27.40 /game in 11/12 \$27.40 /game in 12/13

Middle School

*Ticket takers, sellers, timers	\$27.40 /evening in 11/12 \$27.40 /evening in 12/13
*Adult Supervisors (maximum 1 per building)	\$30.69 /hour in 11/12 \$30.69 /hour in 12/13

*Positions shall first be available to teachers for Schedule D rate of pay. If no teachers fill the positions, Board may fill with volunteers.

The flat dollar amounts in Schedule D shall remain in effect as written for the duration of the Agreement.

Reimbursement for authorized use of teacher's car on school business or between school buildings shall be the prevailing IRS maximum rate.

Non-Degree Vocational Personnel

Minus two (2) years credit for certification
One-half (1/2) credit for balance of work experience or full credit for accredited teaching in field
95% of BA Schedule, Full Fringe Benefits, TEA Membership, Prorated on six (6) hour day

Additional schedules and rates also provide for the Board to pay all teacher retirement to the Michigan Public Employees Retirement Fund.

Troy School District 2011/2012 Calendar

AUGUST

Wednesday 31 Teacher Workday OR Professional Development; No School for Students

SEPTEMBER

Thursday 1 Teacher Workday OR Professional Development; No School for Students
 Tuesday 6 K-12 Students – AM only (AM kindergarten students only); PM Teacher Workday
 Wednesday 7 K-12 Students/ Teachers Full Day (AM and PM kindergarten will be in session)

OCTOBER

Thursday 20 K-5 Students Full Day; 6-12 Students AM only;
 6 – 12 Conferences – Afternoon and Evening

NOVEMBER

Friday 4 K-12 Students – No School; Teacher Workday; End of First Marking Period
 Wednesday 16 K-8 Students AM only; 9-12 Students Full Day
 Elementary – Afternoon and Evening Conferences
 Middle School – Afternoon Conferences
 Thursday 17 K-5 Students – AM only; 6-12 Students Full Day
 Elementary – Late Afternoon/ Early Evening Conferences
 Wednesday 23 K-12 Students – No School; Teachers Compensatory Time for Fall/Spring Conferences
 Thursday 24 Thanksgiving Recess – No School
 Monday 28 School Resumes – Full Day

DECEMBER

Friday 16 Last Full Day before Winter Recess for K-12 Students/Teachers
 Monday 19 Winter Recess Begins

JANUARY

Tuesday 3 K-12 Students/Teachers – School Resumes Full Day
 Monday 16 Martin Luther King Day –K-12 - No School
 Tuesday 24 9-12 Students AM only (exams); PM Teacher Workday
 Wednesday 25 9-12 Students AM only (exams); PM Teacher Workday
 Thursday 26 9-12 Students AM only (exams); PM Teacher Workday; End of First Semester
 Friday 27 K-12 Students AM only; PM Teacher Workday; Second Semester Begins

FEBRUARY

Monday 20 Mid-Winter Recess Begins
 Wednesday 22 School Resumes – Full Day

MARCH

Thursday 15 K-8 Students – AM only; 9-12 Students Full Day
 K-8 Spring Conferences – Afternoon and Evening; 9-12 Spring Conferences – Evening
 Friday 30 K-12 Students – AM only; PM No School K-12 Students/Teachers

APRIL

Monday 2 K-12 Students/Teachers – No School; Spring Recess Begins
 Monday 9 K-12 Students/Teachers – School Resumes Full Day
 Friday 13 K-12 Students – No School; Teacher Workday; End of Third Marking Period

MAY

Monday 28 Memorial Day – No School

JUNE

Wednesday	13	K-8 Students – Full Day; 9-12 Students AM only (exams); PM Teacher Workday
Thursday	14	K-12 Students – AM only (HS exams); AM kindergarten only; PM Teacher Workday
Friday	15	K-12 Students – AM only (HS exams); PM kindergarten only; PM Teacher Workday

MARKING PERIOD END DATES:	
First Marking Period.....	November 4, 2011.....9 weeks
Second Marking Period.....	January 26, 2012.....10 weeks
Third Marking Period.....	April 12, 2012.....10 weeks
Fourth Marking Period.....	June 15, 2012.....9 weeks

PROGRESS REPORT DUE DATES:	
First Marking Period.....	Monday, October 10, 2011
Second Marking Period.....	Monday, December 12, 2011
Third Marking Period.....	Monday, March 12, 2012
Fourth Marking Period.....	Monday, May 21, 2012

Month	Teacher Days	Student Days	Half Days(HS)	Half Days(MS)	Half Days(Elem)
August	1	0	0	0	0
September	20	19	1	1	1
October	21	21	1	1	0
November	20	18	0	1	2
December	12	12	0	0	0
January	20	20	4	1	1
February	19	19	0	0	0
March	22	22	1	2	2
April	16	15	0	0	0
May	22	22	0	0	0
June	11	11	3	2	2
TOTAL	184	179	10	8	8

Staff first reporting day = August 31, 2011
 Student first day = September 6, 2011
 Last student day = June 15, 2012
 Last staff day = June 15, 2012***

Twelve (12) hours of Professional Development count as student instructional hours. This shall include 6 hours of collaborative time already incorporated through the school year and 6 hours in August/September.

***Final grades shall be turned in for all students by 4:00 pm on the first weekday following the last day of school for students (Monday, June 18, 2012).

Troy School District 2012/2013 Calendar

AUGUST

Wednesday 29 Teacher Workday OR Professional Development; No School for Students
 Thursday 30 Teacher Workday OR Professional Development; No School for Students

SEPTEMBER

Tuesday 4 K-12 Students – AM only (AM kindergarten students only); PM Teacher Workday
 Wednesday 5 K-12 Students/ Teachers Full Day (AM and PM kindergarten will be in session)

OCTOBER

Thursday 18 K-5 Students Full Day; 6-12 Students AM only;
 6 – 12 Conferences – Afternoon and Evening

NOVEMBER

Friday 2 K-12 Students – No School; Teacher Workday; End of First Marking Period
 Wednesday 14 K-8 Students AM only; 9-12 Students Full Day
 Elementary – Afternoon and Evening Conferences
 Middle School – Afternoon Conferences
 Thursday 15 K-5 Students – AM only; 6-12 Students Full Day
 Elementary – Late Afternoon/ Early Evening Conferences
 Wednesday 21 K-12 Students – No School; Teachers Compensatory Time for Fall/Spring Conferences
 Thursday 22 Thanksgiving Recess – No School
 Monday 26 School Resumes – Full Day

DECEMBER

Friday 21 Last Full Day before Winter Recess for K-12 Students/Teachers
 Monday 24 Winter Recess Begins

JANUARY

Monday 7 K-12 Students/Teachers – School Resumes Full Day
 Monday 21 Martin Luther King Day – K12 – No School
 Tuesday 22 9-12 Students AM only (exams); PM Teacher Workday
 Wednesday 23 9-12 Students AM only (exams); PM Teacher Workday
 Thursday 24 9-12 Students AM only (exams); PM Teacher Workday; End of First Semester
 Friday 25 K-12 Students AM only; PM Teacher Workday; Second Semester Begins

FEBRUARY

Monday 18 Mid-Winter Recess Begins
 Wednesday 20 School Resumes – Full Day

MARCH

Thursday 14 K-8 Students – AM only; 9-12 Students Full Day
 K-8 Spring Conferences – Afternoon and Evening; 9-12 Spring Conferences – Evening
 Thursday 28 K-12 Students – AM only; PM No School K-12 Students/Teachers
 Friday 29 K-12 Students/Teachers – No School; Spring Recess Begins

APRIL

Monday 8 K-12 Students/Teachers – School Resumes Full Day
 Friday 12 K-12 Students – No School; Teacher Workday; End of Third Marking Period

MAY

Monday 27 Memorial Day – No School

JUNE

Wednesday	12	K-8 Students – Full Day; 9-12 Students AM only (exams); PM Teacher Workday
Thursday	13	K-12 Students – AM only (HS exams); AM kindergarten only; PM Teacher Workday
Friday	14	K-12 Students – AM only (HS exams); PM kindergarten only; PM Teacher Workday

MARKING PERIOD END DATES:	
First Marking Period.....	November 2, 2012.....9 weeks
Second Marking Period.....	January 25, 2013.....10 weeks
Third Marking Period.....	April 11, 2013.....10 weeks
Fourth Marking Period.....	June 14, 2013.....9 weeks

PROGRESS REPORT DUE DATES:	
First Marking Period.....	Monday, October 8, 2012
Second Marking Period.....	Monday, December 10, 2012
Third Marking Period.....	Monday, March 11, 2013
Fourth Marking Period.....	Monday, May 20, 2013

Month	Teacher Days	Student Days	Half Days(HS)	Half Days(MS)	Half Days(Elem)
August	2	0	0	0	0
September	19	19	1	1	1
October	23	23	1	1	0
November	20	18	0	1	2
December	15	15	0	0	0
January	18	18	4	1	1
February	18	18	0	0	0
March	20	20	0	1	1
April	17	16	1	1	1
May	22	22	0	0	0
June	10	10	3	2	2
TOTAL	184	179	10	8	8

Staff first reporting day = August 29, 2012
 Student first day = September 4, 2012
 Last student day = June 14, 2013
 Last staff day = June 14, 2013***

Twelve (12) hours of Professional Development count as student instructional hours. This shall include 6 hours of collaborative time already incorporated through the school year and 6 hours in August.

***Final grades shall be turned in for all students by 4:00 pm on the first weekday following the last day of school for students (Monday, June 17, 2013).

***NOTE: Due to potential modification of the county-wide calendar for the 2012-2013 school year, both parties agree that the 2012-2013 calendar may be adjusted via mutual agreement of the parties.

GRIEVANCE NO. _____

BARGAINING AGENT _____

ADDITIONAL PAGES _____

TROY SCHOOL DISTRICT
GRIEVANCE REPORT FORM

GRIEVANT _____ DATE OCCURRED _____ DATE FILED _____

BUILDING _____ GRIEVANCE INDIVIDUAL/CLASS/ASSOCIATION _____

I DO _____ I DO NOT _____ WISH TO BE REPRESENTED BY THE BARGAINING AGENT.

SECTION(S) ALLEGED TO HAVE BEEN VIOLATED _____ PAGES(S) _____

STATEMENT OF GRIEVANT:

RELIEF SOUGHT:

SIGNATURE _____ DATE _____

LEVEL 1 (SUPERVISOR) DATE RECEIVED _____ DATES(S) OF MEETINGS _____

POSITION OF PRINCIPAL: _____

SIGNATURE _____ DATE _____

DATE RECEIVED BY GRIEVANT/TEA _____

POSITION OF GRIEVANT: _____

SIGNATURE _____ DATE _____

LEVEL 2 (HUMAN RESOURCES DEPARTMENT) DATE RECEIVED _____

DATE(S) OF MEETINGS _____

POSITION OF ASSISTANT SUPERINTENDENT, HUMAN RESOURCES

SIGNATURE _____ DATE _____

DATE RECEIVED BY GRIEVANT/TEA _____

POSITION OF GRIEVANT: _____

SIGNATURE _____ DATE _____

LEVEL 3 (ARBITRATION) DATE REFERRED _____ DATE(S) OF HEARINGS _____

AWARD OF ARBITRATOR:

NAME _____ DATE _____

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X, Y, Z

**Letter of Agreement between the Troy School District and
the Troy Education Association/MEA/NEA**

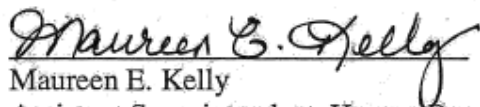
Re: Required Professional Development for Teachers

As an experimental, pilot program, the District will accept as counting toward satisfying the teacher's professional development requirement a teacher's attendance at professional development seminars paid for by the teacher occurring outside regular school hours, provided that the professional development seminar is pre-approved by the District as:

1. Consistent with the District's academic program;
2. Relating to the teacher's current teaching assignment and/or areas of certification or endorsement;
3. Being provided by an appropriate professional educational organization or the Michigan public school system (i.e., intermediate school district)

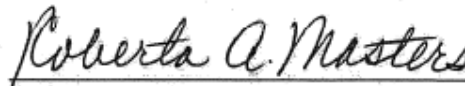
For duration of this collective bargaining agreement, the District's decision under this letter of agreement may be reversed by a majority vote of the joint committee consisting of two representatives of the TEA and Two representatives of the District, and shall not be subject to the grievance procedure. The District and the Union shall review the experience under this letter of agreement in preparation for negotiating a successor agreement.

FOR THE DISTRICT


Maureen E. Kelly
Assistant Superintendent, Human Resources

Date: September 14, 2006

FOR THE ASSOCIATION


Roberta A. Masters
President

Date: September 14, 2006

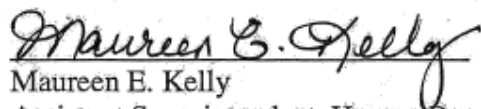
**Letter of Agreement between the Troy School District and
the Troy Education Association/MEA/NEA**

Subject: Absence Verification

The Troy Education Association and the Troy Board of Education agree to the following terms and conditions through August 14, 2008:

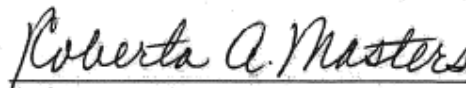
At the time of telephoning in for a guest/substitute teacher the teacher will state the general reason for absence (i.e., illness, personal business day). The Board may investigate unauthorized use of absence only for reasonable cause. Consecutive days of absence do not by themselves constitute reasonable cause. The Board must notify the Association President or Executive Director of a problem and set up a date when a union representative, teacher and administrator can be present for interviews. If information of suggested abuse comes from a third person, the name of that third person must be given to the Association President at least three work days before the interview.

FOR THE DISTRICT


Maureen E. Kelly
Assistant Superintendent, Human Resources

Date: September 14, 2006

FOR THE ASSOCIATION


Roberta A. Masters
President

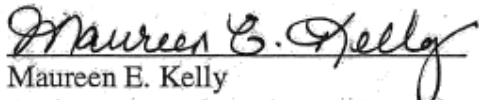
Date: September 14, 2006

**Letter of Agreement between the Troy School District and
the Troy Education Association/MEA/NEA**

Re: Counselor Transfers

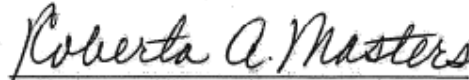
It is agreed that counselors who hold teaching certificates employed by the District as of 6-30-04 shall not be involuntarily transferred to a teaching position if a counselor who does not hold a teaching certificate continues to be employed as a counselor. It is further agreed that any bargaining unit member hired before 6-30-04 shall have the same protection if he/she becomes a counselor in the future.

FOR THE DISTRICT


Maureen E. Kelly
Assistant Superintendent, Human Resources

Date: September 14, 2006

FOR THE ASSOCIATION


Roberta A. Masters
President

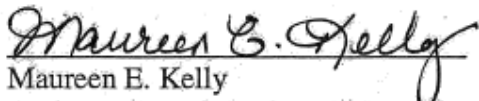
Date: September 14, 2006

**Letter of Agreement between the Troy School District and
the Troy Education Association/MEA/NEA**

Re: Student and Teacher Workdays

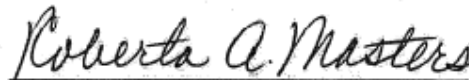
In the event that legislation is enacted that requires more than 179 days of student instruction (i.e., either mandated or with a monetary penalty for failure to comply), the school calendar **may** revert to a **maximum** of 183 days of student instruction with a **maximum** of 187 teacher workdays.

FOR THE DISTRICT


Maureen E. Kelly
Assistant Superintendent, Human Resources

Date: September 14, 2006

FOR THE ASSOCIATION


Roberta A. Masters
President

Date: September 14, 2006

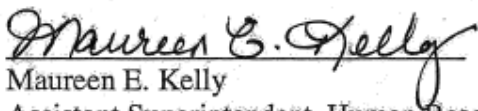
Letter of Agreement between the Troy School District and the Troy Education Association/MEA/NEA

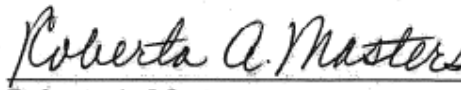
Re: Elementary Report Card Study Committee

The parties agree to establish an Elementary Report Card Committee to evaluate the possibility of using electronic elementary report cards. The Troy Education Association shall appoint two representatives to this committee.

FOR THE DISTRICT

FOR THE ASSOCIATION


Maureen E. Kelly
Assistant Superintendent, Human Resources


Roberta A. Masters
President

Date: September 14, 2006

Date: September 14, 2006

Letter of Agreement between the Troy School District and the Troy Education Association/MEA/NEA

RE: Primary Years Program and Middle Years Program IBO Implementation

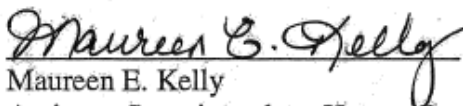
The parties recognize the importance of ongoing communication between central/building administration and the Association and its members in the successful implementation of the International Baccalaureate Organization Primary Years Program (PYP) and Middle Years Program (MYP) being implemented during the 2006-2009 school years in Morse Elementary School and Baker Middle School, respectively.

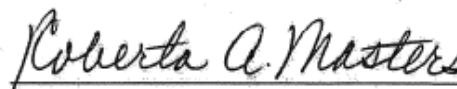
Therefore, the parties agree as follows:

At least once each semester a meeting shall be convened to discuss the status of the PYP and MYP programs. Persons invited to attend the meeting shall include the District IBO Coordinator, a member of each building's IBO leadership team, the TEA President, and one additional TEA member from each IBO school invited by the TEA President, the principals of the IBO schools, the Assistant Superintendents for Instruction, and the Director of Curriculum. The Director of Curriculum shall be responsible for scheduling the meetings. Additional meetings to discuss issues involving the implementation of the PYP and/or MYP may be called as needed.

FOR THE DISTRICT

FOR THE ASSOCIATION


Maureen E. Kelly
Assistant Superintendent, Human Resources


Roberta A. Masters
President

Date: September 14, 2006

Date: September 14, 2006

Letter of Agreement between the Troy School District and the Troy Education Association/MEA/NEA

RE: 403 (b) and 457 (b) Vendors

The parties agree to the following:

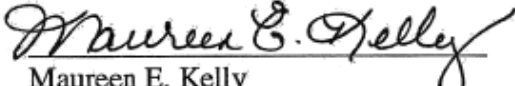
In an effort to limit the solicitation of teachers by agents for 403 (b) and 457 (b) products, the parties agree to cap the number of agents as of June 30, 2004. The parties may agree to add an agent (who meets the District's standards) upon mutual agreement if the parties determine a waiver is in their best interests.

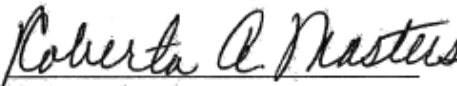
The parties recognize the importance of ongoing communication between Central/building administration and the Association and its members in regards to 403 (b) and 457 (b) contributions. When new IRS regulations are issued relative to 403 (b) and 457 (b) funds regarding due diligence, the parties shall meet to discuss and to determine the selection process relative to which products will be offered through the District.

It is understood that MEA Financial Services will remain a vendor for as long as it complies with the District's requirements.

FOR THE DISTRICT

FOR THE ASSOCIATION


Maureen E. Kelly
Assistant Superintendent, Human Resources


Roberta A. Masters
TEA President

Date: September 20, 2006

Date: September 20, 2006

Letter of Agreement between the Troy School District and the Troy Education Association/MEA/NEA

RE: Special Education

The parties agree to the following:

A. The District shall continue the established committee to review the dissemination of the "IEP Student Profile/IEP-At-A-Glance"; the TEA may appoint up to two members to the committee.

B. The committee shall review the transitional binder; review the dissemination of the student profile sheets, and on-line teacher handbook.

C. Administration will advise building principals regarding replacement of teacher participants at IEP's

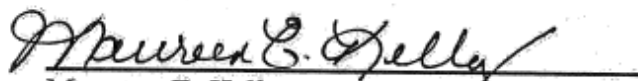
D. IEP's, BIP's, 504 Plans, and "IEP Student Profile/IEP-At-A-Glance" will be maintained in each building office and be made accessible to authorized staff members.

E. The District will develop guidelines for general education staff regarding special education procedures in general; these guidelines will be reviewed by the committee referenced in Paragraph A above. Additional language will be placed in the Teacher Handbook regarding Medicaid forms and procedures for special student cases.

F. Placement of special education students need not be equalized and class sizes may be adjusted as deemed appropriate, provided teachers and building administration agree, and there is no increase in building staff allocation.

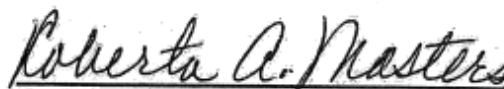
G. If teachers cannot arrange meetings with itinerant staff, teachers are to contact special education administration, who will facilitate the same.

FOR THE DISTRICT


Maureen E. Kelly
Assistant Superintendent, Human Resources

Date: September 22, 2006

FOR THE ASSOCIATION


Roberta A. Masters
TEA President


Date: September 22, 2006

Letter of Agreement between the Troy School District and the Troy Education Association/MEA/NEA

Re: Insurance Premiums While Drawing LTD


In the negotiations of the 2004-2005 collective bargaining agreement, the parties agreed to delete this language from Article 25, Section 25. 2 D: "The Board shall provide all insurances without cost to the teacher who is on long-term disability through August 31 of the school year in which the teacher goes on disability." because MESSA currently waives the premium for the first twenty-four (24) months a teacher is drawing long-term disability insurance benefits. The parties agree that if MESSA changes their current practice to adversely affect a teacher who is drawing long-term disability insurance, the parties will revert back to Article 25, Section 25.2 D in the 2002-2004 collective bargaining agreement.

FOR THE DISTRICT


Maureen E. Kelly
Assistant Superintendent, Human Resources

Date: September 29, 2006

FOR THE ASSOCIATION


Roberta A. Masters
TEA President

Date: September 29, 2006

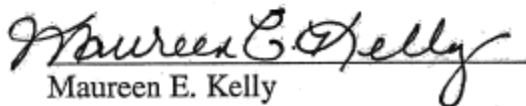
**Letter of Agreement between the Troy School District and the Troy Education
Association/MEA/NEA**

Re: Middle School MEAP Schedule

The parties agree to the following terms and conditions with respect to the Middle School MEAP testing schedule:

1. The daily testing schedule may alter the number of minutes per class.
2. The daily conference/prep time may be altered from the contractual 55 minutes per day as a result of necessary MEAP testing on testing days only with advance notification from administration.
3. Teachers shall receive a daily conference/prep time with a minimum of 35 minutes.
4. Each teacher's total minutes of conference/prep time shall be made as close to 275 minutes as possible by the end of each week of testing and will be made whole by the end of the MEAP testing period. These minutes shall be made up in the greatest increment possible. Coverage will be provided by persons other than full-time Association members.
5. Every effort will be made to maintain consistency in the MEAP testing schedule among all middle schools. Administration will make accommodations for traveling teachers whose schedules may be impacted by the MEAP testing schedule.
6. This agreement shall remain in effect until the expiration of the 2008-2011 collective bargaining agreement.

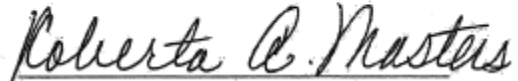
FOR THE DISTRICT



Maureen E. Kelly
Assistant Superintendent, Human Resources

Date: September 29, 2006

FOR THE ASSOCIATION



Roberta A. Masters
TEA President

Date: September 29, 2006

**Letter of Agreement
Between the
Troy School District
and the
Troy Education Association/MEA/NEA**

RE: Edline Usage

The parties agree to the following:

Secondary teachers shall report student progress via Edline. At a minimum, teachers will post their course syllabus (to include course outline, grading policy and major assignment due dates – an assignment which counts for 15% or more of a student’s marking period grade) on Edline once per semester (or marking period for non-semester courses). Teachers will maintain updated grades on Edline (a minimum of three times per marking period inclusive of 2 progress reports plus the final grade for the marking period).

The District shall provide on-going professional development specific to Edline, as may be necessary and/or upon reasonable request.

FOR THE DISTRICT

FOR THE ASSOCIATION

Jasen M. Witt, J.D.

Date

Assistant Superintendent,
Human Resources

S. Tony Lucchi

Date

President,
Troy Education Association

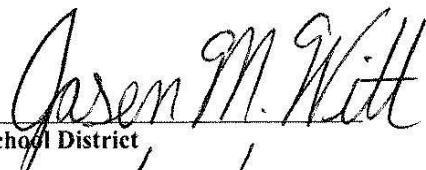
LETTER OF UNDERSTANDING
BETWEEN
TROY SCHOOL DISTRICT
AND
TROY EDUCATION ASSOCIATION

**Re: Michigan Teacher Performance
Evaluation Legislation**

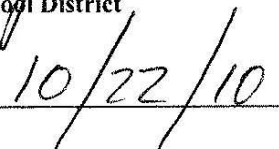
Based upon the Michigan legislature's passage of MCL 380.1249 and MCL 380.1250 which requires the implementation of new performance evaluation procedures and establishment of performance-based compensation for teachers, the Troy School District (the "District") and Troy Education Association (the "Association") will establish a committee to study and develop a recommended evaluation process and performance-based compensation system that would meet the requirements of this legislation.

In furtherance of this process the District and Association agree as follows:

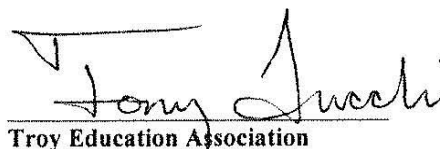
1. The parties will establish a joint committee comprised of no more than eight (8) teachers, including at least one (1) teacher each from the elementary, middle school and high school levels, one (1) Association representative, and no more than eight (8) District administrators. The joint committee will be co-chaired by one (1) representative from the Association and one (1) representative from District administration.
2. The joint committee will present its recommendations to the District's teaching staff and District administration no later than June 30, 2011, with the goal of implementing the recommendations for the 2011/2012 school year.
3. Once presented, the recommendations will be considered by the Association membership and Board of Education for ratification.
4. If the recommendations are not ratified by the Association and/or the Board of Education, the committee may be asked to reconvene to address concerns and formulate a revised proposal for consideration of the Association membership and Board of Education.
5. If the Board of Education and Association reach an impasse on development of an evaluation process and/or performance-based compensation system, both parties retain their rights under the Public Employment Relations Act (PERA), if any, and may determine within their sole discretion to exercise those rights.
6. Participants on the joint committee will not receive additional compensation from the District for their participation in this effort.



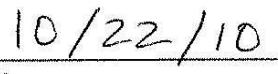
Troy School District



Date



Troy Education Association



Date

**Letter of Agreement
Between
Troy School District
and
Troy Education Association/MEA/NEA**

RE: Professional Development

The Troy School District (the "District") and the Troy Education Association (the "Association") recognize that relevant and current professional development opportunities are beneficial to the Troy School District community.

Therefore, the parties agree to the following:

- After the District announces the professional development that shall be offered to teachers, teachers are to pre-register on Kalpa for the session prior to the day of the scheduled professional development event.
- All building meetings eligible for professional development will be posted for each semester prior to the beginning of the semester.
- In lieu of a sign-in validation for attendance, teachers are to complete an online survey through Kalpa after they have attended the professional development session.
- The survey will consist of the following questions:
 1. The intended outcomes, as described for this offering, were accomplished.
 2. The offering was organized so I had time to reflect on what I learned.
 3. The presenters modeled effective questioning strategies and facilitation techniques to enhance my learning of content and/or skills.
 4. The offering was organized so I had time to collaborate with colleagues and plan how to implement the new content and/or skills.
 5. I feel confident in my ability to implement the new knowledge or skills gained in this offering in my current position.

Questions #1-#5 will have a multiple choices answer bank that reflects a degree of agreement with each statement including a "not applicable" response.

6. Three specific ways I might implement the new knowledge or skills gained in my current position.

Question #6 seeks a short phrase response from participants.

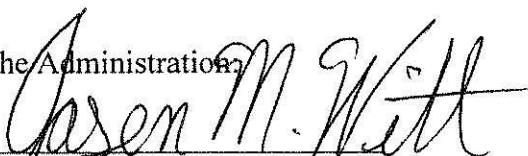
- All responses to the survey will be used to validate attendance only; any information gathered from the surveys will be used only for informational purposes by the District.

- The parties recognize the mutual benefits for teachers and administration from receiving survey feedback as soon as possible following any professional development session. Accordingly, all participants are encouraged to complete the survey process in a timely manner. Within each of the four (4) marking periods, if the professional development session occurs before progress reports are due, teachers have until the end of that marking period to complete the survey. If the professional development session occurs after a progress reporting date, teachers have until the end of the following marking period to complete their surveys for validation of professional development attendance. Validations must be completed prior to the end of the school year. By way of illustration, the survey completion deadline dates for the remainder of the 2010/2011 school year are as follows:

Date of PD Activity	Survey Deadline
October 12, 2010 – November 5, 2010	January 29, 2011
November 6, 2010 – December 13, 2010	January 29, 2011
December 14, 2010 – January 28, 2011	April 16, 2011
January 29, 2011 – March 7, 2011	April 16, 2011
March 8, 2011 – June 20, 2011	June 22, 2011
June 21, 2011 – 30, 2011 (if applied to 10-11 PD year--otherwise don't register until July 1)	June 26, 2011

- All records of professional development including session offerings, teacher professional development plan, registration, and validation will be maintained on the Kalpa system.
- All other articles of the Collective Bargaining Agreement remain in effect.

For the Administration:

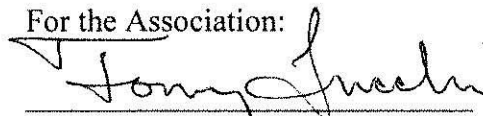


Jasen M. Witt
Assistant Superintendent, Human Resources

Date

10/22/10

For the Association:



Tony Lucchi
TEA President

Date

10.22.10

Letter of Agreement

Between

Troy School District

and

Troy Education Association/MEA/NEA

Re: Professional Growth Salary Adjustments

The parties agree to the following terms and conditions with respect to professional growth salary adjustments:

1. Effective with the start of the 2011/2012 school year, teachers desiring to advance on the salary schedule shall only be awarded professional salary growth adjustments by completing courses directly from an accredited (North Central or regional equivalent) college or university's own undergraduate or graduate degree program according to the following:
 - a. graduate level (post baccalaureate) classes;
 - b. third and fourth year baccalaureate level classes; OR
 - c. first and second year baccalaureate level classes within the subject area of the teacher's major(s) or minor(s).

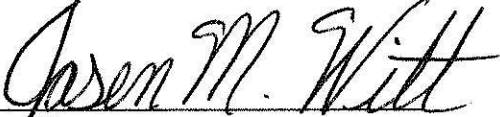
Courses successfully completed by a teacher through an intermediary/third party (ex. Learner's Edge, PLS, Canter, etc.) will no longer be accepted by the District for advancement on the salary schedule.

2. Notwithstanding the express limitation specified in section 1 above, a teacher may receive up to ten (10) credit hours towards advancement on the salary schedule through an intermediary/third party (ex. Learner's Edge, PLS, Canter, etc.) provided the course is acceptable for credit by an accredited college or university's own undergraduate or graduate degree program.
3. Teachers shall furnish evidence of course completion by submitting an official transcript from the accredited college or university (not a copy) to the Human Resources Department according to deadlines set forth in Article 26, Section 26.1 (C) and (D).
4. The intent of 26.1 (A) includes, in part, that if the institution of higher education as described in 26.1 (A) does not indicate that the course(s) taken by the teacher fit 26.1 (A) (1), (2), or (3), then the teacher is responsible to contact the institution of higher education in question and have further documentation sent to the Assistant Superintendent, Human Resources which clarifies into which category(ies) the class(es) apply.

Should the institution of higher education fail to comply with the teacher's request, the courses taken at that time shall not be credited as professional growth classes under Article 26 of the Master Agreement.

5. Teachers involved in professional growth classes are not required to seek permission or submit documents for prior approval from the school district or its agents [except as found in 26.1 (B)] to take professional growthclasses.
6. Courses successfully completed through an intermediary/third party (ex. Learner's Edge, PLS, Canter, etc.)prior to the first scheduled day of the 2011/2012 school year for students will be accepted by the District as professional growth classes for advancement on the salary schedule provided such courses are acceptable for credit by an accredited college or university.
7. This agreement shall remain in effect unless otherwise agreed to in writing by the parties.

FOR THE DISTRICT



Jasen Witt
Assistant Superintendent, Human Resources

FOR THE ASSOCIATION



Stephen Lucchi
President

Date: March 22, 2011

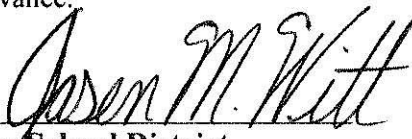
**Letter of Agreement
Between the
Troy School District
And the
Troy Education Association**

Re: TEA Grievance # 55-09-23-10(2) (Middle School Athletic Director)

The Troy School District ("TSD" or "District") and the Troy Education Association ("TEA") hereby mutually agree to resolve the above-referenced grievance and accompanying arbitration as set forth below.

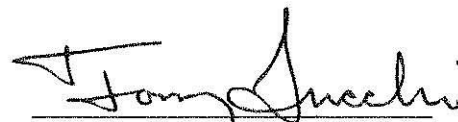
1. The District will establish a new Schedule D extra-duty position of adult supervisor at the middle school level effective April 15, 2011.
2. This position will be posted internally, consistent with other Schedule B, C, D extra-duty positions.
3. The rate of pay for this Schedule D extra-duty position, unless otherwise mutually agreed by the parties, will be \$30.69 per hour.
4. The primary responsibilities for this middle school adult supervisor position will include:
 - a. coordination and/or scheduling of the ticket takers, sellers, and timers when necessary for middle school athletic events;
 - b. collection and/or completion of paperwork necessary to pay game workers for middle school athletic events;
 - c. organization and set-up of athletic equipment for middle school athletic events; and
 - d. supervision of middle school athletic events when administrative supervision is unavailable or when administration determines additional adult supervision of a specific athletic event is necessary.

The parties to this Agreement agree this shall not establish a past practice or precedent between the parties. Further, the parties recognize this Agreement is not an admission by either party regarding the merits of their respective positions and/or actions in the above-referenced grievance.



Troy School District

3/22/11
Date



Troy Education Association

3 - 23 - 2011
Date

**Letter of Agreement
Between the
Troy School District
And the
Troy Education Association**

Re: Health Insurance Coverage Levels

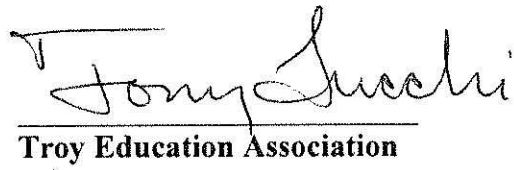
The Troy School District ("TSD" or "District") and the Troy Education Association ("TEA" or "Association") hereby mutually agree as follows:

1. Per the request of the Association, the health insurance coverage level provided by the District for teachers has been modified to include an in-network deductible of \$500/\$1000, out-of network deductible of \$1000/\$2000, OV/UC/ER co-pays of \$20/\$25/\$50, and SaverRX prescription drug card of \$10/\$40.
2. The District has notified the current third party administrator of these changes in the health insurance coverage levels. These coverage level changes are expected to have a retroactive effective date back to July 1, 2011.



Troy School District

7/6/11
Date



Troy Education Association

July 6, 2011
Date

**Letter of Agreement
Between the
Troy School District
And the
Troy Education Association**

Re: Employee Health Insurance Contributions

The Troy School District ("TSD" or "District") and the Troy Education Association ("TEA" or "Association") hereby mutually agree as follows:

1. For the period from July 1, 2011 - June 30, 2012, the District agrees to the following percentage health (medical, prescription drugs, dental, vision, life, AD&D, and long-term disability) insurance premium contributions for members of the TEA based upon the total cost of each member's elected coverage.

Hired Before 6-4-91

**Single – 15.175 %
2-Person – 15.175 %
Family – 15.175 %**

Hired After 6-4-91

**Single – 15.175 %
2-Person – 13.829 %
Family – 15.175 %**

2. The TEA acknowledges and agrees this Agreement shall not act in any way to modify, change, or reduce the following fixed dollar hard cap maximums which TSD will contribute for the period from July 1, 2012 – June 30, 2013, (and/or until a new Collective Bargaining Agreement is reached) towards the actual health (medical, prescription drugs, dental, vision, life, AD&D, and long-term disability) insurance premium costs for members of the TEA based upon each member's elected coverage.

TSD Maximum Annual Per Covered Employee Health Insurance Contribution

**Single Coverage – \$6,500
2-Person Coverage – \$14,600
Family Coverage – \$16,250**

3. The TEA acknowledges and agrees to the parties mutual establishment of a joint TSD-TEA committee which will be charged with exploring cost saving/reduction alternatives in the area of health (medical, prescription drugs, dental, vision, life, AD&D, and long-term disability) insurance coverage. This joint committee will be mutually established no later than September 30, 2011. This joint committee agrees to consider in good faith information on health (medical, prescription drugs, dental, vision, life, AD&D, and long-term disability) insurance options including plans administered by MESSA and those from other providers/administrators.
4. The parties recognize and agree that this Agreement is contingent upon both the legislature's maintenance of the School Aid Fund (SAF) budget and the District's foundation allowance at the minimum levels adopted by the legislature for the 2011/2012 school year as of the date of this Agreement, and the District's qualification for and receipt of the one-time funds available for Michigan public school districts who follow "best practices" as determined by the legislature in conjunction with the Michigan Department of Education.

5. Should either of the contingencies within section 4 above not be realized, then the parties agree that the fixed dollar hard cap maximums (see section 2 above) agreed to by the parties for the period from July 1, 2011 – June 30, 2012, will be applied to each TEA member's health (medical, prescription drugs, dental, vision, life, AD&D, and long-term disability) insurance premium contribution as originally agreed by the parties in good faith through collective bargaining.

Jason M. Witt
Troy School District
7/6/11
Date

Tommy Inchi
Troy Education Association
July 6, 2011
Date

Letter of Agreement
Between
Troy School District
and
Troy Education Association/MEA/NEA

Re: Evaluation

The parties agree to the following terms and conditions with respect to evaluation:

1. The Troy School District (“the District”) and the Troy Education Association, MEA/NEA (“the Association”) recognize and agree that, as a result of the enactment of Public Act 102 and 103 of the Public Acts of 2011, the provisions of the parties’ collective bargaining agreement pertaining to evaluation (Article 4) are a prohibited subject of bargaining. Should a court of competent jurisdiction issue a final and binding decision that all or part of PA 102 and 103 is unconstitutional or otherwise not legally effective, then the parties agree to meet and bargain, as required, regarding the impact of the decision on teacher evaluation and/or the Troy Educator Appraisal Model (TEAM), if any.
2. The District and the Association agree, that notwithstanding the above provisions, that the Troy Educator Appraisal Model (TEAM), as developed by a joint committee of administrators and teachers, and reviewed by the Board of Education and Association, shall be conducted in the following manner beginning with the 2011-12 school year:
 - A. Evaluation Procedure: All teachers shall be evaluated at least once every school year in a manner consistent with the Michigan Teacher Tenure Act and Section 1249 of the Michigan Revised School Code. Primary evaluator(s) shall be identified to the teaching staff by October 1. Other evaluator(s) and observer(s) shall be identified prior to their observation. A tenured teacher whose overall performance rating is “gaining proficiency” or “unsatisfactory” may request to be observed by another administrator during the course of his/her next evaluation. However, upon such request, the District within its sole discretion shall have the exclusive right to designate the administrator(s) who will conduct such observation(s). Further, any such requests must be made by the teacher in writing to the Assistant Superintendent, Human Resources prior to the start of the subsequent school year.
 - B. The evaluations are to be in written form and signed by the evaluator and teacher. For the purpose of this provision, electronic forms and signatures shall be acceptable. One copy is to be given to the teacher. The Superintendent's copy will not be transmitted by the evaluator until after the evaluation conference, at which time the teacher receives the written evaluation.
 - C. All teachers shall be given a copy of the Troy Educator Appraisal Model (TEAM) upon request. Additionally, all new teachers will be provided with a copy of the TEAM.
 - D. If the principal suspects or has reason to believe that there will be a marked adverse change from the previous evaluation of the teacher, this fact is to be brought to the

teacher's attention in writing in order that the teacher will have reasonable time within which to attempt to correct the situation.

- E. Probationary and Tenured Teachers. Written explanation shall be given for a rating of “gaining proficiency” or “unsatisfactory” in any domain of the evaluation. When domain ratings less than “proficient” are given, recommendations to improve shall be listed on the evaluation, with sources for assistance included. For tenured teachers, when a teacher’s overall performance rating is “gaining proficiency” or “unsatisfactory” or a teacher’s performance is rated as “gaining proficiency” or “unsatisfactory” in three or more domains of the evaluation, an Individual Development Plan (IDP) shall be developed by the evaluator in consultation with the teacher.
- F. An Individual Development Plan is a document recommending courses of action to be taken when an evaluator determines it necessary or when a tenured teacher’s overall performance rating is “gaining proficiency” or “unsatisfactory” or a tenured teacher’s performance has been rated as “gaining proficiency” or “unsatisfactory” in three or more domains of the evaluation. Completion of recommended courses of action shall demonstrate intent to improve but may not be construed to mean that the teacher has successfully remedied the unacceptable performance. Teachers placed on an IDP shall meet with the administrator writing the plan before said plan is implemented.
- G. Formal observations of a teacher's work in the classroom shall take place for a minimum of twenty-five (25) minutes during a regularly scheduled class period. The teacher may request and have an additional formal observation.
- H. Procedures: The individual teacher shall be notified not less than the day preceding the first formal classroom observation nor longer than ten (10) working days in advance of the first formal classroom observation, but need not be notified of other observations.
 - 1. In all cases, formal classroom observations for a particular written evaluation shall be performed by the evaluator(s) who will also be the person(s) producing the written evaluation. There should be a reasonable interval of time between observations for a written evaluation. Following observations teachers will be provided feedback including items that the evaluator(s) believe require alteration or improvement within ten (10) working days of the classroom observation.
 - 2. A teacher may submit a rebuttal if he/she does not agree with the written evaluation. The rebuttal is to be attached to all object evaluations by the person responsible for the teacher's personnel file housing the object evaluation.
 - 3. It is agreed that no observation shall be recorded by any electronic device without the knowledge and agreement of the teacher.
 - 4. All formal observations of the teacher's performance shall be conducted openly and with the full knowledge of the teacher.
 - 5. Formal evaluation of a teacher's performance shall not take place the first week of the school year at elementary, the first week of each semester at secondary, on

a half-day (except kindergarten), during parent-teacher conference days, on the day before or following a holiday or recess period.

6. All written evaluations will be completed and submitted to the teacher at (or before) the end of the year evaluation conference which shall be held no later than ten (10) calendar days prior to the last day of the school year for teachers.
 7. If an administrator is going to recommend that a teacher be terminated, the teacher shall receive his/her final evaluation at least ten (10) working days before the recommendation is made to the Board.
3. In order to comply with the provisions of PA 102 and 103 of the Public Acts of 2011, it is noted that for the purpose of reporting a teacher's overall performance rating to the Michigan Department of Education and/or State of Michigan the following evaluation status/ratings are equivalent terms:
- Unsatisfactory= Ineffective
 - Gaining Proficiency= Minimally Effective
 - Proficient= Effective
 - Exceeds Proficiency= Highly Effective
4. This Agreement, unless otherwise agreed to by the parties in writing, shall expire on June 30, 2013. However, the parties recognize TEAM is subject to annual evaluation, validation, refinement and updating by the members of the TEAM committee.

FOR THE DISTRICT

FOR THE ASSOCIATION

Jasen Witt
Assistant Superintendent, Human Resources

Stephen Lucchi
President, Troy Education Association

Date:

Date: