

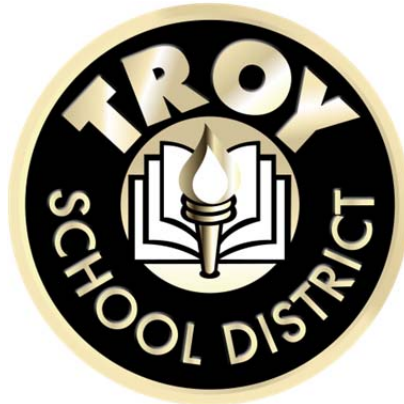
TROY EDUCATION ASSOCIATION
A Local Affiliate of MEA/NEA

and the

TROY SCHOOL DISTRICT
BOARD OF EDUCATION

EXTENSION OF THE JULY 1, 2013
TO JUNE 30, 2015 COLLECTIVE
BARGAINING AGREEMENT

July 1, 2015 – June 30, 2016



4400 Livernois, Troy, MI 48098

TROY EDUCATION ASSOCIATION/MEA/NEA
17500 West 11 Mile, Ste. 200, Lathrup Village, MI 48076

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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 5th day of May 2015 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. Article 36 contains terms and conditions applicable to ancillary teachers, teachers whose terms and conditions of employment are not subject to the Michigan Teachers' Tenure Act.

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.

1.5 It is understood that the bargaining unit employees in positions set forth in Article 1.2 have responsibility for performing duties normally associated with those positions.

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 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.

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

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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. 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-elect and vice-president-elect shall contact the Assistant Superintendent, Human Resources to make arrangements for release time. 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 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.

3.5 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.

3.6 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.

3.7 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.

3.8 Personnel File.

- A. 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.
- B. 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. 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.

3.9 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.

3.10 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.

3.11 Under no circumstances shall a student's CA-60 or confidential special education file contain any reference to a teacher's conduct or any information which may be construed as evaluating the teacher.

3.12 Termination Notice. A probationer 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 See Appendix 3 for evaluation of teachers covered by the Tenure Act; evaluation of ancillary teachers not covered by the Tenure Act is provided within Article 36.

ARTICLE 5. LAYOFF AND RECALL PROCEDURES

5.1 See Appendix 3 for layoff and recall of teachers covered by the Tenure Act; layoff and recall of ancillary teachers not covered by the Tenure Act is provided within Article 36.

5.2 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.

5.3 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 wellbeing 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:	Early Start	1:00 p.m. – 4:00 p.m.	5:30 p.m. – 8:30 p.m.
	Late Start	1:30 p.m. – 4:30 p.m.	6:00 p.m. – 9:00 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 sub caller shall be considered unauthorized.

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 Management Half Days. Substitute teachers shall be provided by the Board for up to one-half (1/2) days per teacher for elementary teachers working on management record systems and/or district-approved voluntary staff development activities. Teachers eligible for a record management half days shall schedule said half days in the following manner. A 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.

ARTICLE 11. PROFESSIONAL COMPENSATION

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

- A. As of July 1, 2015, all eligible teachers shall move one salary step from the step that they were on during the 2014-2015 school year, on the existing 2014-2015 14-step salary schedule. In addition, eligible teachers shall receive a lane adjustment or longevity, as applicable.
- B. The District shall pay all teachers actively employed during the 2015-16 school year a non-elective Board-paid contribution to an IRS section 403b tax-sheltered annuity of \$563 (five hundred sixty three dollars) as of the second payroll in January 2016, and a non-elective Board-paid contribution to an IRS section 403b tax-sheltered annuity of \$562 (five hundred sixty two dollars) as of the second payroll in June 2016 (pro-rated for part-time teachers and those who worked less than a full school year).

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 for 2015/2016 shall constitute 192 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.

- 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 non-instructional day at the end of the first semester (1/2 day of student classes; full day for teachers);
 2. The last teacher non-instructional 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 calendars set forth in Schedule E of this Agreement are based on 186 teacher days of work for 2015/2016 plus six (6) 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.

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. Pre-approved out-of district workshops paid for by the teacher (No additional compensation shall be paid if the workshop is on a non-workday).
5. School year in-services (no guarantees to be scheduled or to attend; no guaranteed number of substitute days).
6. No later than October 1, the District shall announce the professional development sessions known at that time which shall be offered to teachers after school each marking period. Each of these sessions shall be scheduled for at least a minimum of one (1) hour. The District may choose to offer additional professional development opportunities for which teachers may opt to attend.
7. All building meetings eligible for professional development which are known at that time will be posted for each semester prior to the beginning of the semester.

C. **Recordkeeping.**

1. The teacher must keep a record of professional development and submit the record to the principal for a signature by the last teacher workday of the school year. The teacher will be provided with a signed copy.
2. 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.
3. After the District announces the professional development that shall be offered to teachers, the teachers are to pre-register on the District's professional development management system for the session prior to the day of the scheduled professional development event.
4. All records of professional development including session offerings, teacher professional development plans, registration, and validation will be maintained on the District's professional development management system.

D. **Validation Procedures.**

1. In lieu of a sign-in validation for attendance, teachers are to complete an online survey through the District's professional development management system after they have attended the professional development session.
2. The survey will consist of the following response prompts:
 - a. The intended outcomes, as described for this offering, were accomplished.
 - b. The offering was organized so I had time to reflect on what I learned.
 - c. The presenters modeled effective questioning strategies and facilitation techniques to enhance my learning of content and/or skills.
 - d. The offering was organized so I had time to collaborate with colleagues and plan how to implement the new content and/or skills.
 - e. I feel confident in my ability to implement the new knowledge or skills gained in this offering in my current position.

Response prompts #1-#5 (a-e above) will have blanks for multiple choice responses that reflect a degree of agreement with each statement including a "not applicable" response. Additionally, response #6 seeks a short phrase response to the following:

- f. Three specific ways I might implement the new knowledge or skills gained in my current position.
3. 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.
4. The parties recognize the mutual benefits for the teachers and District 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.

- The parties also recognize the mutual benefits for the teachers and District to provide professional development which meets the Michigan Department of Education (MDE) requirements for District-Provided Professional Developments (DPPD) that might be utilized for the purpose of teacher certificate renewal. While the ultimate determination of what professional development activities/sessions qualifies as DPPD is within the authority of MDE to decide, the District will take steps to identify the activities/sessions it believes should qualify for this purpose within the District’s professional development management system. Further, the parties recognize that voluntary response prompts will be provided (in addition to those identified in subsection 2 above) for teachers to utilize within the validation process as a means of supporting that the identified activities/sessions should qualify as DPPD. Nonetheless, despite the District’s efforts to support teachers in their possible use of completed professional development activities/sessions as DPPD for teacher certificate renewal, the parties again recognize this final determination is within the exclusive authority of MDE.

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

Example: 4 English + 1 Social Studies =134 students

- 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:

- Transfer student(s):
 - within the school
 - to another building
- Hire an additional teacher, using rooms available in some other community facilities if necessary.
- 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.
- 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, recognizing that for teachers covered by the Tenure Act, since all listed alternatives

involve teacher placement, the remedy is solely within the authority of the Board of Education:

- 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.

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, and to give teachers rated Effective or Highly Effective an equitable opportunity to teach a sixth period.

- 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.

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. 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 Early and Late Building Assignments. A teacher whose regular assignment to a combination of early and late start buildings results in him/her working beyond the contractual workday as defined in Article 12.1 will receive three hundred fifty dollars (\$350) per semester that these circumstances exist. However, this payment shall not be made to such teacher unless he/she has brought these circumstances to the attention of his/her "home" building principal within thirty (30) calendar days of the start of the semester, and/or, if the "home" building principal otherwise resolves these circumstances within ten (10) calendar days of such notification. An elementary specials teacher who works additional time on scheduled half days of student instruction due to being assigned to a combination of early and late start buildings will receive one hundred fifty dollars (\$150) per year. Any such payments made to teachers under this provision shall be made in a lump-sum payment in the last regular paycheck issued in June of the teacher's school year.

14.9 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.

14.10 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.

14.11 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.

14.12 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.

14.13 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.

14.14 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.

14.15 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.

14.16 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.

14.17 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.

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

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

14.20 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.

14.21 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).

14.22 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.

14.23 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.

14.24 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. SPECIAL EDUCATION

15.1 Mainstreaming/Special Education.

- A. 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.
- B. When practicable, reasonable efforts shall be made to equalize or balance the numbers of Special Education, 504 and/or ELL students in like classes.
- C. Placement of special education students need not be equalized and class sizes may be adjusted as deemed appropriate, provided the impacted teacher(s) and building administration agree, and there is no increase in building staff allocation.

15.2 Mainstreaming Professional Development.

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.

15.3 General Education Teacher Notification.

- A. No later than the end of the second week of the school year, special education caseload managers will provide general education teachers with information regarding special education students placed in their class.
- B. Special education caseload managers will provide general education staff with information that includes, but is not limited to the following:
 - 1. Present Level of Academic Achievement and Functional Performance (PLAAFP) as recorded in the Individual Educational Program (IEP);
 - 2. Supplementary aides and services as recorded in the IEP; and/or
 - 3. Behavior Intervention Plan (BIP), if applicable.

15.4 Individual Education Plans (IEP).

- A. Administration will advise building principals regarding replacement of teacher participants at IEPs.
- B. If teachers cannot arrange meetings with ancillary staff, teachers are to contact special education administration, who will facilitate the same.

15.5 Special Education Records.

IEPs, BIPs, and 504 plans will be maintained in the student's CA-60 and be made accessible to authorized staff members.

ARTICLE 16. TRANSFERS

16.1 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.

16.2 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-

16.3 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.

16.4 A teacher who is transferred shall be certified and qualified to teach in the new assignment.

16.5 If transfers are found to be necessary, the teacher will be notified. 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.

16.6 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.

ARTICLE 17. SENIORITY

17.1 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.

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.

17.2 Unpaid leave of absence shall be deducted in monthly multiples from the teacher's accrued seniority.

17.3 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.

17.4 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.

17.5 Seniority credit shall be earned at the rate of ten (10) months per year. To earn credit for a month, the provisions of 17.3 and 17.4 shall apply.

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

17.7 An updated seniority list shall be provided by October 1 on a yearly basis.

17.8 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.

17.9 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 18. LEAVE PAY

18.1 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.

18.2 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.

18.3 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 may be subject to penalties for such day unless his/her absence is covered under the preceding paragraphs of this Section or other sections of this Agreement.

18.4 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.

18.5 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.

18.6 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.

18.7 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 nature of the contagious disease.

18.8 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.

18.9 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.

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

18.11 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 19. MATERNITY, CHILD CARE, AND ADOPTION LEAVES

19.1 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:

- 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.

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 19.1 A, B or C may be granted by the Board. The denial of any extension beyond the time provided in 19.1 A, B or C is not subject to the grievance procedure.

E. For return from maternity, childcare, or adoption leave, see 20.8.

19.2 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 20. LEAVES OF ABSENCE - GENERAL

20.1 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 accordance with applicable State and/or Federal law.

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

- A. Accrual of seniority shall be granted.
- B. 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.

20.2 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.

20.3 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.

20.4 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.

20.5 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 assignment for which he/she is certified and qualified.

20.6 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.

20.7 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. A teacher returning from personal leave will be assigned to a position for which he/she is certified and qualified.

20.8 Reinstatement from Leave. Notice of intent to return at the beginning of the school year must be given by March 1.

Teachers do not have a right to return from leave prior to its expiration date. There will be no loss of job security for refusing positions prior to the end of the leave.

20.9 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.

ARTICLE 21. SABBATICAL LEAVE

21.1 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 20, Section 20.4) 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.

21.2 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 22. LINES OF COMMUNICATION

22.1 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 23. GRIEVANCE PROCEDURE

23.1 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.

23.2 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.

23.3 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.

23.4 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 1), 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. 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.
- O. 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 24. NEGOTIATION PROCEDURES

24.1 Discussion of Non-Agreement 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.

24.2 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.

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

24.4 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 1 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.

ARTICLE 25. MISCELLANEOUS PROVISIONS

25.1 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.

25.2 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.

25.3 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.

25.4 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.)

25.5 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.

25.6 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.

25.7 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.

25.8 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.

25.9 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.

25.10 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.

25.11 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.

25.12 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.

25.13 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.

25.14 Summer School. 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.

25.15 Mentors.

- A. The District retains the discretion to assign mentors which assignments are subject to acceptance on a voluntary basis. Each mentor shall be paid Five Hundred Dollars (\$500) per mentee as designated within Schedule C.
- B. Each mentor shall be assigned one (1) mentee. All applications for exception are to be forwarded to the Assistant Superintendent for Human Resources. If mentors are approved to work with more than one (1) teacher, meetings may not be concurrent, and

mentors shall not be assigned more than two (2) mentees. The mentor receives the contractual stipend for each mentee.

- C. The mentor assignment is typically for one (1) year.
- D. Mentors and mentees shall keep a log of their activities per District protocol. (See Appendix 2.)
 - 1. Mentors must provide mentees with at least fifteen (15) hours of mentor time.
 - 2. The only time mentors can count towards the minimum fifteen (15) hours is time outside of the mentor’s regularly scheduled work time. (E.g. Mentoring may occur on their duty-free lunch.)
- E. The log should be completed on or before June 1st and forwarded to the Assistant Superintendent, Secondary Instruction or Assistant Superintendent, Elementary Instruction at Central Office. The log will be used to validate mentor session time.
- F. Mentors and mentees will be surveyed at the end of the year based on mentoring duties defined below in Section G.
- G. Mentors will work with mentees in a variety of ways on a variety of issues. The goal is to help the mentee improve his or her craft and attain/maintain effective performance. Issues that mentors and mentees might address include any of the following:
 - 1. Daily routines in school;
 - 2. Preparing lessons using District approved curriculum;
 - 3. Meeting standards;
 - 4. Interpreting MEAP/MME or other student growth or proficiency data;
 - 5. Classroom assignment;
 - 6. Preparing substitute teacher folders;
 - 7. Procedures for field trips;
 - 8. Building protocols and procedures;
 - 9. Where to access technology help;
 - 10. How to access e-mail and voice mail messages;
 - 11. Parent meetings;
 - 12. Classroom management;
 - 13. Student records;
 - 14. Where to find recourses for the classroom;
 - 15. IEP issues;
 - 16. School committees; and/or
 - 17. How to get involved in extra-curricular events.
- H. Mentors and mentees should find ways of touching base on regular occasions. Mentors should be able to serve as a guide to help the mentee manage curriculum, classroom management, and building/student/parent issues.

I. Mentor Expectations.

Availability	The mentor is always available to the mentee. The mentor frequently initiates contact with the mentee. Regular mentor sessions are planned.
Problem Solving	The mentor frequently leads the mentee into discovering possible solutions to problems on his or her own through asking questions and making suggestions. Occasionally, the mentor includes reference to how he or she would handle the situation.
Reflective Questions	The mentor frequently takes the opportunity to ask reflective questions of the mentee. The mentor utilizes reflective questioning skills to invite the mentee to look at his or her teaching practices with an eye for improvement. The mentor models *The Learning Cycle.
Confidentiality	The mentor is sensitive to and closely adheres to the “Firewall” between mentoring and evaluation. Topics and discussion from mentoring sessions are not shared with other staff or administration. Classroom observation notes made by the mentor become the sole property of the mentee following reflective conferences.

Feedback	The mentor engages in observing the mentee’s classroom on several occasions. The mentor provides positive peer coaching feedback that is specific and evidence based in a timely manner. The feedback is designed to increase the mentee’s teaching skills by reinforcing “Best Practices” that are observed. Feedback also includes reflective questions centered on areas for improvement.
Encouragement	The mentor encourages the mentee to try new things, expand his or her teaching skills and become actively involved with students, parents and staff. The mentor models a positive attitude toward the school, the District and the community at large. The encouragement to succeed is genuine.
Knowledge of Content	The mentor demonstrates an in depth understanding of content pedagogy and student standards. The mentor actively interprets how the content can be put into practice in the classroom using effective pedagogy for all students.
Technology	The mentor frequently utilizes information-age learning and technology to enhance the mentoring experience.
Managing Student Learning	The mentor can effectively manage and monitor student learning for ALL students, can systematically organize lessons and frequently offers assistance.

J. Mentoring Sessions.

1. Mentoring will occur in a variety of formal and informal settings.
2. Mentors and the mentees will create a schedule of formal mentoring sessions. At a minimum, monthly individual mentoring sessions should be scheduled. Time should be set aside for these more formal sessions. Formal mentoring time can be scheduled before or after school. Mentors and mentees can also decide to meet on the weekend or in the evening.
3. Mentors can and should meet with the mentee on an informal basis to review lessons, talk about problems that have just arisen, etc. These conversations will often take place in the hall, at the copy machine, during lunch, etc.
4. Upon request, mentors shall be provided with release time to conduct two (2) classroom observations of his/her mentee. This time shall be mutually scheduled by the mentor, mentee and building principal based upon the availability of guest teacher coverage or other suitable coverage for the mentor’s classroom/assignment. Any additional release time for the mentor and/or release time for the mentee is subject to approval by the building principal.
5. Mentors and mentees can earn up to fifteen (15) hours of professional development for the mentoring activity.
6. Generic mentoring sessions shall be created for 1st and 2nd semester on the District’s professional development tracking system. These sessions shall appear on the professional development calendar on January 15 and May 15 of the given school year. Each of these generic mentoring sessions is for seven and one-half (7 ½) hours of professional development credit. Mentors and mentees shall register for these generic sessions instead of submitting special requests.

K. Mentor payment will be validated based on the mentoring log that is submitted by the mentor on or before June 1st.

ARTICLE 26. INSURANCE

26.1

- A. The District will pay the actual cost (as defined per PA 152, as amended, and other applicable Public Acts) of the eligible employee’s single, two-person (employee/spouse and employee/non-spouse dependent), or family coverage up to the following amounts for the 2015-2016 school years.

<u>Coverage Type</u>	<u>Annual Amount (July 1, 2015 – June 30, 2016)</u>
Single	\$5,992.30
Two-Person	\$12,531.75
Family	\$16, 342.66

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 A is a benefit program which combines medical, dental, vision, life and long-term disability insurances listed in Article 26.1 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.)

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

Medical: A teacher choosing Pak A shall be enrolled in either MESSA Choices II, \$500/\$1000 in network, out of network \$1000/\$2000, OV/UC/ER \$20/\$25/\$50; Saver RX; MESSA ABC 1, or MESSA ABC 2. This medical 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 26.1 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 Choices II. 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 2011-2013 contract. If the total premium amount to provide such life and LTD coverages to teachers, when added to the published MESSA Choices II 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 2011-2013 contract, with the exception that it shall provide MESSA Choices II

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

- A. 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.
- B. 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.
- C. 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.
- D. The Board shall provide all insurances to a teacher who retires (after April 1) through June 30th of the year in which he/she retires. The retiring teacher shall be reimbursed for MPERS insurance premium co-pay amounts for July and August of the year in which he/she retires.

26.3 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.

ARTICLE 27. SALARY SCHEDULE APPLICATION

27.1 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 27.1.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.

27.2 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

27.3 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).

27.4 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 28. PROTECTION OF TEACHERS

28.1 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.

28.2 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.

28.3 Injury. For injury sustained on duty, see Article 26.3, Worker's Compensation, and Article 26.1 A, Long Term Disability.

28.4 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.

28.5 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.

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

28.7 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.

28.8 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 29. SEVERANCE PAY AND RETIREMENT/RESIGNATION

29.1 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 18 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 18 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.

29.2 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

29.3 In case of death during a teacher's employment, the teacher's beneficiary on his/her retirement card shall receive either severance pay under 29.1 or severance pay in lieu of pay for accumulated sick leave under 28.2, whichever is greater, but not both.

29.4 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.

29.5 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 30. MASTER SICK BANK

30.1 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.

30.2 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.

30.3 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.

30.4 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.

30.5 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.

30.6 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.

30.7 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.

30.8 Sick Bank. The Board recognizes that the Sick Bank Committee's decisions cannot be reversed by the Board.

ARTICLE 31. 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 32. DISTRICT ORGANIZATION

32.1 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 | 8. Vocational Education: Industrial Arts, |
| 2. Social Studies | Vocational Education, Home Economics |
| 3. Science | 9. Foreign Language |
| 4. English/Library/Media/Speech | 10. Special Education |
| 5. Business | 11. Fine Arts: Arts, Music (Vocal and |
| 6. Physical Education | Instrumental), Drama |
| 7. Counselors | |
- 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 | 3. Social Studies |
| 2. Science | 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)

32.2 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.

32.3 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.

32.4 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.

32.5 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 sub caller for release days.

32.6 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 33. RETIREMENT

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

33.2 A person must be employed by the Troy School District on the last working day prior to date of retirement. (Also see Article 29. Severance Pay and Retirement/Resignation.)

ARTICLE 34. SHARED TEACHING

34.1 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.

34.2 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.

34.3 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.

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

34.5 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 26.1.
- 2. Health (MESSA Choices II, \$500/\$1000 in network, out of network \$1000/\$2000, OV/UC/ER \$20/\$25/\$50; Saver RX; MESSA ABC 1, or MESSA ABC 2), dental, and vision insurance. The Board shall pay the same proration of the premium paid for salary for these insurances as provided in Article 26.1, 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 26.1 at the same proration as paid for salary.

- 3. Worker's Compensation as provided in Article 26.3.
- 4. Long term disability insurance as provided in Article 26.1.
- 5. Fringe benefits delineated in this Article are subject to the terms and approval of the insurance carrier.

34.6 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.

34.7 Shared time teachers will be allowed to share time by teaching one semester and having the shared-time partner teach the other semester. 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.

34.8 For purposes of this Agreement, a teacher who has voluntarily become a less than full-time employee shall be considered shared-time.

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

34.10 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.

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

<u>Full-time Equivalency</u>	<u>181 Student Days</u>	<u>6 Teacher Workdays</u>
1.0	181	6.0
.9	163	5.0
.8	145	4.5
.7	127	4.0
.6	109	3.5
.5	91	3.0
.4	72	2.0
.3	54	1.5
.2	36	1.0
.1	18	0.5

Article 35. 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 23. | Grievance Procedure |
| Article 2. | TEA Rights | Article 24. | Negotiation Procedures |
| Article 3. | Teacher Rights | Article 25. | Miscellaneous Provisions |
| Article 4. | Evaluation* | Article 26. | Insurance |
| Article 7 | Rights of Administration | Article 27. | Salary Schedule Application |
| Article 8. | Joint Responsibilities | Article 28. | Protection of Teachers |
| Article 9. | Health and Safety | Article 29. | Severance Pay and Retirement |
| Article 18. | Leave Pay | Article 30. | Master Sick Bank |
| Article 19. | Maternity, Childcare and Adoption Leave | Article 31. | Annexation and Consolidation |
| Article 20. | Leaves of Absence-General | Article 32. | District Organization |
| Article 21. | Sabbatical Leave | Article 33 | Retirement |
| Article 22. | Lines of Communication | Article 34.* | Shared Teaching |
| | | Article 36. | Ancillary Staff |
| | | Article 37. | Duration of Agreement |
| | | Schedules | A, B, C and D. |

All references exclusively for Niles Community High School are contained in Article 35. Article 35.10 Professional Qualifications and Assignments compares to Article 10 Professional Qualifications and Assignments in the main collective bargaining agreement; however, applicable parts of Article 35.10 applies to Niles Community High School while Article 10 applies to staff, schools and buildings other than Niles Community High School. A number of 35.10.3 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 35.10.3 do apply at Niles Community High School. If a listing for 35.10.1 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 35.1 Layoff*

At the sole discretion of administration teachers may be given the opportunity to take a voluntary layoff.

Article 35.2 Teacher Responsibilities

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 35.3 Professional Compensation

35.3.1 School Calendar. For purposes of teacher compensation, the calendar shall constitute 193 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.

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

Article 35.4 Teaching Hours

35.4.1 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 six and one-half (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.

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

Article 35.5 Class Size

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

35.5.1 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.

35.5.2 Physical education classes shall have a maximum of 33 (thirty-three) students.

35.5.3 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 35.6 Teaching Conditions

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

35.6.2 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.

35.6.3 Vending machines shall be available.

35.6.4 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.

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

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

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

35.6.8 Library Use. Article 14, Section 12 of the main contract shall not apply for Niles Community High School.

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

35.6.10 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 35.7 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.

- C. 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.

Article 35.8 Seniority

35.8.1 Article 17, 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 35.9 Retirement

All terms and conditions in Article 29 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 35.10 District Organization

The terms and conditions outlined in Article 32 of the main collective bargaining agreement shall in no way apply to staff at Niles Community High School.

35.11 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:
2015-2016**

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 2015-2016.

<u>CATEGORY I – 5.0%</u> HEAD TEACHER	\$3023 in 13/14 and 14/15
<u>CATEGORY II – 1.0%</u> ACTIVITY SPONSOR SCHOOL STORE YEARBOOK NCA CHAIRPERSON	\$605 in 13/14 and 14/15
<u>CATEGORY III – 0.5%</u> EMPLOYMENT SUPERVISOR KEY CLUB NEWSLETTER STUDENT GOVERNMENT	\$302 in 13/14 and 14/15

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

*Some language formerly within Article 35 is now stated within Appendix III.

ARTICLE 36

THIS ARTICLE ONLY APPLIES TO ANCILLARY TEACHERS WHO ARE NOT COVERED BY THE MICHIGAN TEACHERS' TENURE ACT.

RECOGNITION, REDUCTION IN RANK, REPRIMANDS, WARNINGS, OR DISCIPLINE, EVALUATION, LAYOFF/RECALL, TRANSFERS AND LEAVES : FOR TEACHERS NOT COVERED BY THE TEACHER TENURE ACT

36.1 Recognition.

The following provisions are in effect and exclusively applicable, where relevant, to ancillary teachers, defined within the parties' Collective Bargaining Agreement as teachers whose employment is not governed by the Michigan Teachers' Tenure Act. By way of illustration, this includes TSD employees whose position does not require a teaching certificate, who maintain licensing necessary for their positions, and who are regularly employed as guidance counselors, school psychologists, speech pathologists, consultants, administrative interns and social workers. As used within this Article only, the term "teacher" means and includes only "ancillary teachers."

36.2 Reduction in Rank.

No ancillary 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 ancillary 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.

36.3 Reprimands, Warnings, or Discipline.

A. Any oral reprimanding, warning or disciplining of an ancillary 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.

E. 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.

F. If the Board plans to read a letter at a board meeting, the teacher, 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.

G. 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.

H. Termination Notice. A probationary ancillary teacher 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.

36.4 Evaluation Procedure

A. All ancillary teachers not covered by the teacher tenure act shall be evaluated at least once every school year. Primary evaluators shall be identified to the ancillary teaching staff by October 1. Other evaluators and observers shall be identified prior to their observation. In absence of a written evaluation during a school year, the teacher's performance is assumed to be acceptable.

An ancillary teacher whose overall performance rating is “minimally effective” or “ineffective” 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 Superintendent or designee 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. Written explanation shall be given for a rating of “minimally effective or ineffective” in any domain of the evaluation. When domain ratings less than "effective or highly effective” are given, recommendations to improve shall be listed on the evaluation, with sources of assistance included. When a teacher’s overall performance rating is “minimally effective or ineffective” in three (3) 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 teacher’s overall performance rating is “minimally effective or ineffective” or a teacher’s performance has been rated as “minimally effective or ineffective” 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, 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.

36.5 Layoffs of Ancillary Teachers shall be governed by provisions A. through K.

A. 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.

B. 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:

1. Ancillary 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. The term "qualified" means that the ancillary teacher must be qualified for the position as defined in 36.8.
2. If the required number of layoffs cannot be effectuated through the voluntary procedure, involuntary layoffs will be effectuated in the following order:
 - A. Ancillary teachers in order of seniority (least senior first), however, the Board will retain less senior teachers when no more senior teachers are available or qualified for the position.

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 Superintendent or designee 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 19 and 20 shall determine if the leave is granted.

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

G. 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.

H. 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.

I. 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.

J. A teacher who is still on layoff status at the commencement of the school year immediately following receipt of layoff notice in paragraph E. 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 26.

K. 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.

36.6 Recalls shall be governed by provisions A. through H.

A. When the Board determines it is necessary to recall an ancillary 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 qualified for the position but is not qualified or willing to become qualified for the position, 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, 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.

B. 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 K (under Layoffs) and Sections A and D (under Recall).

C. Recall of involuntarily laid-off teachers will be based on reversal of paragraph B above under Layoff; i.e., the last laid-off shall be the first recalled except as may be modified by paragraph A under Recall above.

D. 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)

E. Teachers who are scheduled to be laid off or transferred into positions for which they are not qualified 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 Superintendent or designee by June 25 that he/she will pursue the necessary course work to become qualified; or (2) notifies the Superintendent or designee by June 25 that he/she will not pursue the necessary course work to become qualified.

F. 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, 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.

G. 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:

1. 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.
2. 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.

H. 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:

1. 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.
2. 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.
3. 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.
4. 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.

36.7. Teacher responsibilities.

Unauthorized Absence. An absence without prior notification from the teacher to the administration or sub-caller 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.

36.8. Professional qualifications

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

- A. To be qualified the ancillary teacher must be licensed in accordance with state and federal law.

36.9. Class size

A. 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.

36.10 Ancillary Teacher Transfers

A. 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:

1. The building or special service department
2. The tentative grade level or teaching schedule
3. The academic and professional qualifications desired for the position
4. 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.

B. 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.

C. 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.

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

E. 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.

F. 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.

G. 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.

H. 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.

I. 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.

J. 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 36.7.

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

1. A teacher may elect any vacant position for which he/she is certified/qualified.
2. 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.
3. 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.
4. 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.

L. 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 Superintendent or designee 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.

M. 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.

N. 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, Sections M. and N.

O. 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 Superintendent or designee at which time the teacher will be notified of the reasons for such transfer.

P. 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.

Q. In the event it becomes necessary to make an involuntary transfer not covered in Section L. above, the least senior teacher who is certified and qualified in accordance with Article 36.7, 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.

R. 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).

S. 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.

36.11 Leaves of absence-general

A. 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 an 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.

B. 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 paragraph C.

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 C., the term "qualified" has the same meaning as in 36.8.

C. 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 paragraph 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.

D. For purposes of this Article the term "qualified" shall be as defined in 36.8.

36.12 Grievance procedure

A. If any ancillary 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 ancillary teacher shall be based on the Board's action being done for arbitrary and/or capricious reasons.

36.13 Miscellaneous provisions

A. 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.

36.14 Master sick bank

A. Sick Bank. The Board recognizes that the Sick Bank Committee's decisions cannot 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 an ancillary for alleged excessive absenteeism.

36.15 Shared teaching

A. No shared-time assignments shall come into existence without approval of the Superintendent or designee. Once approved by the Superintendent or designee, a shared-time assignment shall not terminate during the school year without the approval of the Superintendent or 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 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.

B. 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 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 A. above shall be applicable, with the phrase "temporary replacement" construed to include a replacement for all of the ensuing school year.

C. 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.

D. For purposes of this Agreement, a teacher who has voluntarily become a less than full-time employee shall be considered shared-time. (36.6, H. for involuntary FTE reductions).

36.16 Niles Community High School

A. Layoff and Recall. Ancillary 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 36.16 A., the term "qualified" means that the teacher must be certified and qualified as defined in 36.8.

B. When the Board determines it is necessary to recall a teacher to Niles Community High School, the most senior qualified (as defined in 36.8) 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, 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 36.6 A. applies for vacancies other than at Niles Community High School.

C. Professional Qualifications and Assignment. To be qualified to teach at Niles Community High School, the teacher must be licensed in accordance with state law.

D. If a Niles Community High School teacher fails to satisfy the qualifications in 36.8 above or fails to satisfy one of the primary or alternative qualifications in 36.8 for a position other than at Niles Community High School, then such teacher shall be laid off.

E. Wherever the term "qualified" is used for Niles Community High School, it shall be as defined in 36.8 above.

F. Transfers - Voluntary Transfers. It is understood that a currently employed ancillary 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.

G. 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 paragraph C. above.

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

I. In the event it becomes necessary to make an involuntary transfer, the least senior teacher who is certified and qualified in accordance with 16.8 for positions other than at Niles Community High School, or paragraph C. above for positions at Niles Community High School, shall be given the transfer.

J. 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 37. MINIMUM FUND BALANCE

It is agreed that in order to provide for the financial stability of the District so that it may continue providing a high quality educational program for students as well as appropriate and sustainable compensation for the teachers' bargaining unit, the parties intend for the District to maintain a minimum fund balance of 12% (twelve percent), defined as the audited General Fund Equity balance of at least 12% (twelve percent) of the 2015-2016 school/fiscal year's total expenditures determined by the June 30, 2016 audit (Minimum Fund Balance). If the Minimum Fund Balance as

of June 30, 2016, is less than 12% according to the audit, the dollar amount necessary to restore the Minimum Fund Balance to 12% will be calculated as of November 30, 2016 (the “Deficiency”). This amount – the Deficiency – shall be multiplied by 55.6% and this amount (the “Contribution”) shall be the amount of savings that will be realized through a reduction in the bargaining unit members’ compensation, which shall occur by reducing the base salaries of all actively employed bargaining unit members by an equal percentage through an off-schedule reduction over the remaining pays of the 2016/2017 school year, beginning with the first payroll period in January 2017, taking into account retirement and FICA, unless the parties otherwise mutually agree to a different method of realizing the required savings before December 31, 2016.

It is further agreed that if the Fund Balance (determined in the same manner as the Minimum Fund Balance) as of June 30, 2016, is more than 17% (seventeen percent) according to the audit, then the dollar amount in excess of 17% will be calculated as of November 30, 2016 (the “Surplus”). This amount – the Surplus – shall be multiplied by 55.6%, and this amount (the “Bonus”) shall be the amount of funds that will be made in off-schedule payments to members of the bargaining unit, which shall occur by paying to all actively employed bargaining unit members, by an equal percentage, an off-schedule bonus payment to be paid in a lump sum in the second payroll in March 2017, taking into account retirement and FICA, unless the parties otherwise mutually agree to a different method of payment of the Bonus before December 31, 2016.

It is further understood and agreed that any costs associated with new programs or initiatives in excess of \$2 million (two million dollars) should not increase the total year-over-year total budgetary expenditures, unless such general fund expenditures are made to support or implement programs and initiatives required by federal and/or state mandates. It is further agreed that one-time revenues generated by the sale of capital assets, such as but not limited to land or buildings, in excess of \$2 million (two million dollars) shall be excluded from the calculations of the Minimum Fund balance and Fund Balance above.

ARTICLE 38. DURATION OF AGREEMENT

This agreement shall be in full force and effect as of July 1, 2015, and shall continue in effect through June 30, 2016. 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 November 30, 2015, both teams shall meet to identify dates for meetings after the January 2016 Revenue Consensus Conference for the purpose of beginning discussions and/or negotiations for a successor agreement.

TROY BOARD OF EDUCATION

By _____
President

By _____
Superintendent

TROY EDUCATION ASSOCIATION (MEA/NEA)

By _____
President

By _____
Secretary

**TROY SCHOOL DISTRICT
SCHEDULE A 2015-2016 SCHOOL YEAR**

						THESE LANES ONLY FOR TEACHERS GRANDFATHERED ^{1,3,4}					
STEP	BA 1	BA20 2	MA 3	MA30/EDS 4	PHD/EDD 5	BA25 ³ 6	MA5 ³ 7	MA10 ⁴ 8	MA15 ³ 9	MA20 ⁴ 10	MA25 ³ 11
1	41,300	43,000	45,000	48,200	51,500	43,500	45,000	45,400	46,000	46,400	47,200
1.5	42,500	44,375	46,500	49,900	53,200	44,925	46,525	46,962.5	47,600	48,038	48,875
2	43,700	45,750	48,000	51,600	54,900	46,350	48,050	48,525	49,200	49,675	50,550
2.5	44,900	47,125	49,500	53,300	56,600	47,775	49,575	50,087.5	50,800	51,313	52,225
3	46,100	48,500	51,000	55,000	58,300	49,200	51,100	51,650	52,400	52,950	53,900
3.5	47,300	49,875	52,500	56,700	60,000	50,625	52,625	53,212.5	54,000	54,588	55,575
4	48,500	51,250	54,000	58,400	61,700	52,050	54,150	54,775	55,600	56,225	57,250
4.5	49,700	52,625	55,500	60,100	63,400	53,475	55,675	56,337.5	57,200	57,863	58,925
5	50,900	54,000	57,000	61,800	65,100	54,900	57,200	57,900	58,800	59,500	60,600
5.5	52,100	55,375	58,500	63,500	66,800	56,325	58,725	59,462.5	60,400	61,138	62,275
6	53,300	56,750	60,000	65,200	68,500	57,750	60,250	61,025	62,000	62,775	63,950
6.5	54,500	58,125	61,500	66,900	70,200	59,175	61,775	62,587.5	63,600	64,413	65,625
7	55,700	59,500	63,000	68,600	71,900	60,600	63,300	64,150	65,200	66,050	67,300
7.5	56,900	60,875	64,500	70,300	73,600	62,025	64,825	65,712.5	66,800	67,688	68,975
8	58,100	62,250	66,000	72,000	75,300	63,450	66,350	67,275	68,400	69,325	70,650
8.5	59,300	63,625	67,500	73,700	77,000	64,875	67,875	68,837.5	70,000	70,963	72,325
9	60,500	65,000	69,000	75,400	78,700	66,300	69,400	70,400	71,600	72,600	74,000
9.5	61,700	66,375	70,500	77,100	80,400	67,725	70,925	71,962.5	73,200	74,238	75,675
10	62,900	67,750	72,000	78,800	82,100	69,150	72,450	73,525	74,800	75,875	77,350
10.5	64,100	69,125	73,500	80,500	83,800	70,575	73,975	75,087.5	76,400	77,513	79,025
11	65,300	70,500	75,000	82,200	85,500	72,000	75,500	76,650	78,000	79,150	80,700
11.5	66,500	71,875	76,500	83,900	87,200	73,425	77,025	78,212.5	79,600	80,788	82,375
12	67,700	73,250	78,000	85,600	88,900	74,850	78,550	79,775	81,200	82,425	84,050
12.5	68,900	74,625	79,500	87,300	90,600	76,275	80,075	81,337.5	82,800	84,063	85,725
13	70,100	76,000	81,000	89,000	92,300	77,700	81,600	82,900	84,400	85,700	87,400
13.5	71,300	77,375	82,500	90,700	94,000	79,125	83,125	84,462.5	86,000	87,338	89,075
14	72,500	78,750	84,000	92,400	95,700	80,550	84,650	86,025	87,600	88,975	90,750
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
LNGII	3,764	4,135	4,404	4,844	4,934	4,035	4,228	4,341	4,411	4,499	4,584
LNGIII	5,645	6,202	6,611	7,264	7,404	6,053	6,345	6,516	6,619	6,746	6,877

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 (Longevity I), beyond 20 years in Troy Schools (Longevity II), and beyond 25 years in Troy Schools (Longevity III).
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.
4. Teachers shall not be placed on the MA+10 or MA+20 salary lanes after the start of the 2009-10 school year.

**SCHEDULE B - EXTRA DUTY PAY
2015-2016
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 2015-2016.

CATEGORY I		15-16	
FOOTBALL			
VARSITY	11.60%	\$7,014	
ASST. VARSITY	7.50%	4,535	
JUNIOR VARSITY	7.50%	4,535	
ASST. JR. VARSITY	7.00%	4,233	
FRESHMAN	7.00%	4,233	
ASST. FRESHMAN	6.50%	3,930	
HEAVY WEIGHT	6.00%	3,629	
LIGHT WEIGHT	6.00%	3,628	
ASST. HEAVYWEIGHT	5.50%	3,326	
ASST. LIGHT WEIGHT	5.50%	3,326	

CATEGORY I		15-16	
BASKETBALL			
VARSITY	11.60%	\$7,014	
ASST. VARSITY	7.50%	4,535	
JUNIOR VARSITY	7.50%	4,535	
FRESHMAN	7.00%	4,233	
8TH GRADE	6.00%	3,628	
7TH GRADE	6.00%	3,628	

CATEGORY II		15-16	
GYMNASTICS			
VARSITY	9.00%	\$5,442	
ASST. VARSITY	7.00%	4,233	
WRESTLING			
VARSITY	9.00%	\$5,442	
JUNIOR VARSITY	7.00%	4,233	
FRESHMAN	6.00%	3,628	

CATEGORY II		15-16	
SWIMMING			
VARSITY	9.00%	\$5,442	
ASST. VARSITY	7.00%	4,233	
JUNIOR VARSITY	7.00%	4,233	

CATEGORY III		15-16	
BASEBALL/SOFTBALL			
VARSITY	8.00%	\$4,837	
JUNIOR VARSITY	6.50%	3,930	
FRESHMAN	6.00%	3,628	
TRACK			
VARSITY	8.00%	\$4,837	
ASST. VARSITY	6.50%	3,930	
FRESHMAN	6.00%	3,628	
8TH GRADE	5.25%	3,175	
7TH GRADE	5.25%	3,175	
ASSISTANT 7TH & 8TH	4.50%	2,721	
SOCCER			
VARSITY	8.00%	\$4,837	
JUNIOR VARSITY	6.50%	3,930	
FRESHMAN	6.00%	3,628	

CATEGORY III		15-16	
VOLLEYBALL			
VARSITY	8.00%	\$4,837	
JUNIOR VARSITY	6.50%	3,930	
FRESHMAN	6.00%	3,628	
8TH GRADE	5.25%	3,175	
7TH GRADE	5.25%	3,175	
LACROSSE			
VARSITY	8.00%	\$4,837	
ASST. VARSITY	6.50%	3,930	
JUNIOR VARSITY	6.50%	3,930	
ASST. JR. VARSITY	6.00%	3,628	
HOCKEY			
VARSITY	8.00%	\$4,837	
ASSISTANT	6.50%	3,930	
WATER POLO			
VARSITY	8.00%	\$4,837	
ASSISTANT	6.50%	3,930	

CATEGORY IV		15-16
TENNIS		
VARSITY	6.00%	\$3,628
JUNIOR VARSITY	5.50%	\$3,326
GOLF		
VARSITY	6.00%	\$3,628
JUNIOR VARSITY	5.50%	\$3,326
CROSS COUNTRY		
VARSITY	6.00%	\$3,628
ASST. VARSITY	5.50%	3,326
SYNCHRONIZE SWIM		
VARSITY	6.00%	\$3,628

CATEGORY V		15-16
CHEERLEADING		
VARSITY	7.00%	\$4,233
JUNIOR VARSITY	6.00%	3,628
FRESHMAN	5.00%	3,023
MIDDLE SCHOOL (Fall)	4.00%	2,419
MIDDLE SCHOOL ASST (Fall)	2.00%	1,209
MIDDLE SCHOOL (WINTER)	0.80%	484
MIDDLE SCHOOL (WINTER)	0.70%	423
COMPETITIVE CHEER		
VARSITY	2.00%	\$1,209
JUNIOR VARSITY	1.50%	907
FRESHMAN	1.00%	605

CATEGORY VI		15-16
ATHLETIC DIRECTOR/ MIDDLE SCHOOL		
	8.50%	\$5,140
HIGH SCHOOL FACULTY MANAGER		
	10.00%	6,047

MIDDLE SCHOOL INTRAMURAL ACTIVITIES		15-16
BASKETBALL		\$400
FLAG FOOTBALL		800
SWIM		800
TENNIS		800
TRACK		800
VOLLEYBALL		400
WRESTLING		1,066

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

WEIGHT ROOM SUPERVISOR		15-16
FALL SEASON		\$1,066
WINTER-SPRING-SUMMER		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
2015-2016
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 2015-2016.

HIGH SCHOOL – SCHEDULE C POSITIONS		
CATEGORY I - 7.50%		15-16
BAND DIRECTOR		\$4,535
PLAY DIRECTOR		
CATEGORY II - 5.00%		15-16
DEPARTMENT CHAIRPERSON		\$3,023
GIRLS' LACROSSE		
VOCAL, MUSIC, ORCHESTRA, T-TEC		
WATER POLO		
WEIGHTLIFTING		
CATEGORY III - 4.00%		15-16
COMPETITIVE BIOLOGY	NEWSPAPER	\$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%		15-16
CADETTE/DRILL TEAM		\$2,116
JUNIOR CLASS SPONSOR		
CATEGORY V - 3.00%		15-16
BACKPACKING CLUB	MATH CLUB	\$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%		15-16
ASSISTANT BAND DIRECTOR	MODEL U.N.	\$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%		15-16
ASST MUSICAL DIRECTOR	RHYTHM CLUB	\$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%		15-16
ENVIRONMENTAL ACTIVIST CLUB	NATIONAL ART HONOR SOCIETY	\$907
FUTURE PROBLEM-SOLVING	O.M.	

HERO	P.A.C.E. LIAISON	
HORTICULTURE	QUIZ BOWL	
CATEGORY IX - 1.00%		15-16
ASTRONOMY	PHOTOGRAPHY	\$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		
CATEGORY I - 5.00%		15-16
DEPARTMENT CHAIRPERSON		\$3,023
CATEGORY II - 3.50%		15-16
BAND		\$2,116
CURRICULUM CHAIRPERSON		
STRINGS		
VOCAL		
CATEGORY IV - 2.50%		15-16
DRAMA		\$1,512
MATH CLUB		
PEER MEDIATION		
SCIENCE CLUB/SCIENCE OLYMPIAD		
STUDENT GOVERNMENT		
VIDEO CLUB		
YEARBOOK		
CONNECTORS CLUB		
CATEGORY V - 2.00%		15-16
SPECIAL BUILDING COMMITTEE CHAIRPERSON		\$1,209
MEDIA CLUB		
CATEGORY VI - 1.50%		15-16
FUTURE PROBLEM SOLVING		\$907
O.M. COACH		
P.A.C.E. LIAISON		
STAND CLUB		
QUIZ BOWL		
CATEGORY VII - 1.00%		15-16
ECOLOGY CLUB		\$605
FORENSICS CLUB		
HOMEWORK HELP CLUB		
INTERNATIONAL CLUB		
LIFE SKILLS		
PTO/PTA REP		

ELEMENTARY SCHOOL - SCHEDULE C POSITIONS	
CATEGORY I - 5.00%	15-16
DISTRICT-WIDE DEPARTMENT CHAIRPERSON HEAD TEACHER	\$3,023
CATEGORY II - 3.50%	15-16
COMPUTER CHAIRPERSON SAFETY PATROL SERVICE SQUAD	\$2,116
CATEGORY III - 3.20%	15-16
BAND STRINGS VOCAL	\$1,935
CATEGORY IV - 3.00%	15-16
CHAIRPERSON ELEMENTARY DISTRICT-WIDE COMMITTEE	\$1,814
CATEGORY VI - 2.00%	15-16
SPECIAL BUILDING COMMITTEE CHAIRPERSON	\$1,209
CATEGORY VIII - 1.00%	15-16
CHAIRPERSON-BUILDING SUPPLEMENTAL PROGRAMS OUTDOOR EDUCATION CHAIRPERSON PTO/PTA REPRESENTATIVE	\$605
CATEGORY IX - 0.20% PER DAY	15-16
OUTDOOR EDUCATION PROGRAM	\$121

MENTORS - HIGH SCHOOL, MIDDLE SCHOOL AND ELEMENTARY SCHOOL

MENTORS WILL BE PAID A MAXIMUM OF \$500. 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
Curriculum Development (Outside school year/day within the discretion of Administration).....	\$24.12/hr
Teaching in place of a substitute teacher.....	\$27.40/hr
 Instructional Trainer.....	 \$32.88/hour + \$54.78 course prep fee/annually
Edline Super Users	\$32.88/hour

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

Middle School	
*Ticket takers, sellers, timers	\$27.40 /evening
*Adult Supervisors (maximum 1 per building)	\$30.69 /hour

*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.

SCHEDULE E

Troy School District 2015/2016 Calendar

SEPTEMBER

Tuesday	1	Professional Development; No School for Students
Wednesday	2	Teacher Workday K-5; Professional Development 6-12; No School for Students
Thursday	3	Teacher Workday 6-12; Professional Development K-5; No School for Students
Tuesday	8	K-12 Students – AM only; PM Teacher Workday
Wednesday	9	K-12 Students/ Teachers Full Day

OCTOBER

Thursday	22	K-8 Students Full Day; 9-12 Students AM only High School Conferences – Afternoon and Evening
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NOVEMBER

Thursday	5	K-12 Students AM Only; PM Teacher Workday
Friday	6	K-12 Students AM Only; PM Teacher Workday; End of First Marking Period
Wednesday	18	K-5 Students AM only; 6-12 Students Full Day Elementary – Afternoon and Evening Conferences Middle School – Evening Conferences
Thursday	19	K-8 Students AM only; 9-12 Students Full Day Elementary –Afternoon and Evening Conferences Middle School – Afternoon and Evening Conferences
Wednesday	25	K-12 Students – No School; Teachers Compensatory Time for Fall/Spring Conferences
Thursday	26	Thanksgiving Recess – No School
Monday	30	School Resumes – Full Day

DECEMBER

Friday	18	Last Full Day before Winter Recess for K-12 Students/Teachers
Monday	21	Winter Recess Begins

JANUARY

Monday	4	K-12 Students/Teachers – School Resumes Full Day
Monday	18	Martin Luther King Day – K-12 Students/Teachers – No School
Tuesday	19	K-8 Students – Full Day; 9-12 Students AM only (HS exams); 9-12 PM Teacher Workday
Wednesday	20	K-8 Students – Full Day; 9-12 Students AM only (HS exams); 9-12 PM Teacher Workday
Thursday	21	K-12 Students AM only (secondary exams); 6-12 PM Teacher Workday K-5 PM Management Day; End of First Semester
Friday	22	K-12 Students AM only; PM Teacher Workday; Second Semester Begins

FEBRUARY

Monday	15	Mid-Winter Recess
Tuesday	16	School Resumes – Full Day

MARCH

Thursday	10	K-12 Students Full Day; K-12 Spring Conferences – Evening
Friday	25	K-12 Students/Teachers – No School
Thursday	31	K-12 Students AM Only; PM Teacher Workday; End of Third Marking Period

APRIL

Friday	1	No School for Students; K-5 AM Teacher Workday; K-5 PM PD 6-12 AM PD; 6-12 PM Teacher Workday
Monday	4	K-12 Students/Teachers – No School; Spring Recess Begins
Monday	11	K-12 Students/Teachers – School Resumes Full Day

MAY

Monday	30	Memorial Day – No School
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JUNE

Wednesday	15	K-12 Students AM only (HS exams); 6-12 PM Teacher Workday; K-5 PM Management Day
Thursday	16	K-12 Students – AM only (HS exams); PM Teacher Workday
Friday	17	K-12 Students – AM only (HS exams); 9-12 PM Teacher Workday; PM Elementary and Middle School Comp Time for Spring Conferences

MARKING PERIOD END DATES:

First Marking Period.....	November 6, 2015.....	9 weeks
Second Marking Period.....	January 21, 2016.....	9 weeks
Third Marking Period.....	March 31, 2016.....	10 weeks
Fourth Marking Period.....	June 17, 2016.....	10 weeks

PROGRESS REPORT DUE DATES:

First Marking Period.....	Monday, October 12, 2015
Second Marking Period.....	Monday, December 14, 2015
Third Marking Period.....	Monday, February 29, 2016
Fourth Marking Period.....	Monday, May 16, 2016

Month	Teacher Days	Student Days	Half Days(HS)	Half Days(MS)	Half Days(EI)
August	0	0	0	0	0
September	20	17	1	1	1
October	22	22	1	0	0
November	19	18	2	3	4
December	14	14	0	0	0
January	19	19	4	2	2
February	20	20	0	0	0
March	22	22	1	1	1
April	16	15	0	0	0
May	21	21	0	0	0
June	13	13	3	3	3
TOTAL	186	181	12	10	11

**Troy School District and Troy Education Association (TEA)
Letter of Agreement Regarding 2015-16 Calendar**

The parties have agreed as follows:

It is understood and agreed that during 2015-2016, in addition to the January and June half management days, there shall also be a full elementary assessment day scheduled for K-5 classroom teachers only (excluding special education and specials teachers), instead of one half day. This day may be used by the teacher, with principal approval, in one of the following ways: (a) as a full day in either first semester 2015 or second semester 2016; or (b) as a half day in first semester 2015 and another half day in second semester 2016, provided that the teacher selecting two half-days partners with another K-5 elementary classroom teacher so that only one substitute is obtained for their combined full day. It is also understood and agreed that the increase in the number of half-days for K-5 classroom teachers from three to four during the 2015-2016 year shall expire on June 15, 2016.

The February Break is reduced to Monday, February 15th in order to accommodate the calendar demands unique to the 2015-2016 school year. The middle school trip to Washington D.C. will be honored during the 2015-2016 school year by releasing participating students for a field trip on Tuesday, February 16th. Teacher chaperones will be released by the District on Tuesday, February 16th in order to accompany students on this field trip. This adjustment to the February break is unique to the 2015-2016 school year and will not impact the 2016-2017 school year should there be a roll-over calendar situation. The February break adjustments for the 2015-2016 school year shall expire on June 15, 2016.

For the Troy Education Association

For the Troy School District

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 _____

Cc: Grievant/Grievance Chairperson/South Oakland Districts Association (2)

rev/10-96

APPENDIX 2

Mentoring Log

School: _____

Teacher: _____

Mentor: _____

Date	Time session began	Time session ended	Total Hours	Topic/Activity/Agenda

Signatures
Mentor: _____ Mentee: _____

APPENDIX 3

BOARD POLICIES/ADMINISTRATIVE REGULATIONS

The Board Policies contained in this Appendix apply to employees included in the bargaining unit whose employment is subject to the Teachers' Tenure Act. These policies are included solely for the convenience of the parties and shall not be the subject of a grievance or arbitration proceeding. These policies may be unilaterally altered by the Board at any time and are not subject to negotiation between the parties.

G-1006 Placement Of Teachers

The Superintendent or designee shall determine teacher placement based on qualifications (as defined by the District, which shall include but not be limited to state and federal requirements such as certification, Highly Qualified requirements, endorsements, etc.), the academic needs and best interest of District students, and the District's educational program. Teacher preference(s) may also be considered. At all times, the District shall strive to place the most effective and qualified teachers in assignments aligned with student and District needs.

For purposes of this policy, "placement" shall mean and include the filling of vacancies, voluntary and involuntary transfers, job sharing, and any decision which results in the placement of a teacher in an assignment deemed by the District to be a teaching assignment; "vacancy" shall mean and include any unoccupied position to be filled by the Board, after all other positions have been filled by District assignments, transfers, or recalls, in the manner and to the extent determined by the District as appropriate.

For purposes of this policy, "teacher" includes individuals whose employment is regulated by the Tenure Act, including certain school administrators (individuals with teaching certificates as defined by the Teacher Certification Code), who are assigned to positions within the District for which the Michigan Department of Education (MDE) requires a teaching certificate. Individuals who do not possess teaching certificates but are serving a probationary period under the Tenure Act are also considered a "teacher" for purposes of this policy. Individuals who may possess a teaching certificate, but are assigned to a position for which a certificate is not required, are not subject to this policy or its implementing regulations (e.g., school social workers, school psychologists, school nurses, occupational therapists, etc).

Teacher placement decisions, and the impact of such decisions on the individual teacher or the bargaining unit, shall not be the subject of any terms or conditions

within a collective bargaining agreement between the District and a collective bargaining representative of such teachers. The Superintendent or designee shall develop and adopt administrative guidelines/procedures/rules/regulations related to teacher placement.

Adopted: June 19, 2012

AP G-1601 Placement Of Teachers

Consistent with the provisions of Board Policy G-1006, decisions relating to teacher placement will be determined by the Superintendent or designee(s) based upon qualifications, the academic needs and best interest of District students, and the needs and best interest of the District's educational program. Within the teacher placement process, the Superintendent or designee(s) shall strive to place the most effective and qualified teachers in assignments aligned with student and District needs.

Placement Criteria

Not in order of priority or importance, factors which may be considered by the Superintendent or designee(s) in the process include, but are not limited to, the following:

State (and/or Federal) certification Requirements; Highly Qualified/NCLB/ESEA requirements; Applicable accreditation requirements;

State, Federal or District curriculum requirements and/or regulatory standards, including, but not limited to, conditions established for receipt of foundation, grant or categorical funding;

Academic Major or Advanced Degree within a subject/content area (i.e. Masters in Reading);

Specialized Training (i.e. Advance Placement, PYP, MYP, or IB Training) or Endorsements (i.e. Early Childhood) and the teacher's demonstrated ability to integrate such training into instruction in a meaningful way;

Successful attainment of (or failure of a teacher to attain and/or complete) Specialized Training when offered or required;

Demonstrated skills or specialized knowledge (i.e. bilingual) that will enhance the delivery of educational services to students;

Number of preparations within an assignment at the secondary level; Student schedule requirements with a building or program;

Teacher's overall performance rating in his/her most recent evaluation(s); Teacher's demonstrated ability to positively impact student growth;

Teacher's demonstrated ability to collaborate with staff members within a subject/content area department, grade level, and/or building;

Years of teaching experience at a particular grade level and/or within a subject/content area

and the teacher's demonstrated effectiveness in such prior assignments;

Preference(s) of the teacher; and/or

Any other job-related factor that assists the District in providing quality educational services to students.

In addition, building assignments may take into account the following: the need to balance veteran and probationary/inexperienced teaching staff to enhance the opportunity for peer coaching and support to new staff; the need to maintain sufficient bilingual staff or teacher(s) with specialized skills or assignments (including extra-duty assignments) within a particular building; the need to build or maintain staff capacity in certain skill or subject areas to enhance educational quality in a particular building or program.

Procedures Related to Building Reductions and Involuntary Transfers within Buildings

1: In conjunction with Central Office, the principal will determine and convey building staffing needs to relevant personnel based upon enrollment changes and other relevant factors as soon as all required information becomes available. Generally this would not occur later than May 1 of any year.

2: Annually, the principal or appropriate administrator will encourage staff to advise her/him by March 1 regarding any interest in an assignment change within the building/department for the subsequent year.

3: In the event of a needed internal reassignment or needed reduction due to excess staff at a building, where a district-wide reduction in staff will not occur, the principal will first seek voluntary transfers and consider any such request in light of factors identified in Board Policy G-1006.

4: If no voluntary transfer is approved, the principal will determine reassignment. In the event of an involuntary transfer, the principal will offer to confer with the transferee prior to announcing a final decision.

5: If a vacancy occurs in a building prior to the commencement of the new school year, from which a teacher has been involuntarily displaced, consideration will be given to returning the displaced teacher, if appropriately qualified, prior to the consideration of other district or external applicants. The final decision rests with the administration.

6: Seniority may be considered after all qualification factors are determined to be equal.

Procedures Related to Filling New Vacancies

1: Any staff member who is interested in a transfer to another district assignment is encouraged write the Assistant Superintendent for Employee Services at any time, identifying any specific assignment, building and grade level to which he/she may be interested in transferring. A standing transfer list will be maintained and all requests from qualified internal staff will be afforded the same consideration as internal applicants to posted vacancies. While transfer requests may be made at any time during the year, staff members are reminded to notify the Assistant Superintendent of Employee Services not later than March 1 each year to be certain that such requests will be on file prior to the

commencement of staffing activities for the subsequent year. Standing transfer requests over one year old may be purged after October 1 of any year.

2: In the event of a known vacancy in a building, the principal will seek voluntary transfers from within the building and consider any other appropriate reassignments prior to declaring an open vacancy for external posting.

3: If no transfer is approved, a vacancy that is known prior to June 15 will be posted to all TEA staff through district email for at least three days. Internal applicants will advise the Office of Employee Services through a specially designated email address of their interest in the position summarizing their qualifications and contact information. The District is not required or expected to review personnel files for updated qualifications; it is solely the responsibility of the applicant to provide all information on qualifications pertinent to the posting.

4: The principal will attempt to contact the internal applicant with the contact information provided to arrange for an in-person or other mutually agreeable discussion regarding the applicant's interests and qualifications, prior to the consideration of external applicants.

5: If #4 results in a new vacancy, the process outlined in steps 2-4 will be repeated a-second time.

6: After a second posting stemming from the original vacancy, and in all cases after June 15, the principal will rely strictly upon the standing transfer list and afford the same consideration to any teacher who has expressed interest for transfer, prior to the employment of an external candidate. It shall be the teacher's responsibility to provide a reliable and updated means of contact during the summer months. After June 15, the principal may choose to rely on a telephone interview prior to reaching a placement decision.

G-1007 Layoff And Recall Of Teachers And Administrators

Teacher and administrator layoff and recall decisions shall be made based on the goal of retaining effective teachers and administrators. Therefore, when conducting a staffing or program reduction, recalling teachers and administrators from a staffing or program reduction, making any other personnel decision resulting in the elimination of a position, hiring after a staffing or program reduction, or making any other personnel determination related to such decisions, the Superintendent and administrative staff shall ensure that all such decisions are based on the retention of effective teachers and administrators.

All criteria used when making decisions relating to personnel reduction of teachers and administrators shall be construed and applied in a manner consistent with section 1248 of the Michigan Revised School Code, as it may be amended from time to time.

Personnel decisions involving teachers and administrators within the scope of this policy shall not use length of service or tenure status as the primary or determining factors, and these factors shall apply only in the circumstances stated provided under the law, within this policy and its implementing regulations.

For purposes of this policy, “teachers” include individuals whose employment is regulated by the Tenure Act, individuals with teaching certificates (as defined by the Teacher Certification Code) who are assigned to positions within the District for which the Michigan Department of Education (MDE) requires a teaching certificate.

Individuals who may possess a teaching certificate, but are assigned to a position for which such a certificate is not required, are not subject to this policy or its implementing regulations (e.g., school social workers, school psychologists, school nurses, occupational therapists, etc.).

For purposes of this policy, “administrators” include administrators with instructional responsibilities who have acquired tenure within the District or who are serving a probationary period under the Tenure Act.

The development and content of policies and procedures relating to decisions concerning the layoff and recall of teachers and administrators shall not be the subject of any terms and conditions within a collective bargaining agreement between the District and employees who are covered by this policy.

The Superintendent or designee shall develop administrative guidelines/procedures/rules/regulations to support this policy.

Source: Section 380.1248 of the Revised School Code; Section 423.215(3)(k).

Adopted: May 7, 2011

AP – Layoff And Recall Of Teachers

For purposes of this policy, “teachers” mean individuals whose employment is regulated by the Teachers’ Tenure Act, 1937 PA 4, MCL 38.71 et. seq.

For purposes of layoff and recall, teacher effectiveness shall be measured by the criteria specified within Board Policy as described below, which are intended to be consistent with applicable law, and to the extent there are inconsistencies, the current law shall apply.

A. Selection Process & Criteria

In the event that it becomes necessary to reduce the number of teachers, the following procedures shall be followed.

1. The Superintendent or designee will identify the area, subject and/or grades of the teaching positions to be eliminated.

2. Generally, layoffs shall be made in the following order of priority, provided that the teachers remaining are certified and highly qualified to teach in the areas, subjects and/or grades being reduced:

- a. Probationary teachers rated Ineffective on their most recent year-end evaluation whose employment has not been terminated through contract non-renewal.
 - i. It is generally the District’s practice not to renew the employment of probationary teachers who are rated Ineffective and thus layoff would not normally be applicable.
 - ii. In the event that probationary teachers rated Ineffective are not subject to contract non-renewal, they shall be the first teachers laid off in an area, subject or grade which is being reduced.
- b. Tenured teachers rated Ineffective.
- c. Teachers rated Ineffective in one or more goal areas.
- d. Teachers rated Minimally Effective.
- e. Teachers rated Minimally Effective in one or more goal areas.
- f. If additional layoffs are required, Teachers rated Effective in all areas shall be laid off only if their positions are being eliminated and due to their certification or endorsement areas, there is no other position within the District that they are certified or qualified to perform.
- g. Teachers rated Highly Effective shall not be laid off unless their position is being eliminated and there is no other position for which they are certified and qualified to perform in the opinion of the Superintendent or designee.

Within any of the above categories, among teachers with identical year-end ratings, the Individual Performance criteria shall be considered in order to retain the most effective teachers in the grades, courses or subject areas being reduced. In addition, if all other effectiveness factors are equal, the District may retain the teacher with multiple certifications who has thereby demonstrated superior mastery of subject matter knowledge, or teachers with the most recent successful teaching experience in the areas, subjects or grades being retained. For purposes of this determination, recent is defined as school years after July 19, 2011.

In applying these criteria, Teachers rated as Ineffective on their year-end final evaluation shall not be given preference over a teacher who is evaluated as Minimally Effective, Effective, or Highly Effective. In rare cases, with the written approval and rationale of the Superintendent, an ineffective teacher may be retained due to unique certification and/or highly qualified status.

Teachers rated as Minimally Effective on their year-end final evaluation shall not be given preference over a teacher who is evaluated as Effective or Highly Effective, provided that there are teachers certified and highly qualified to perform the remaining work, without creating an undue disruption to other teaching assignments or educational continuity, in the opinion of the Superintendent or designee.

Probationary teachers rated as Effective or Highly Effective shall not be displaced by a teacher on continuing tenure solely because the other teacher has continuing tenure. The District may consider that probationary teachers are developing their practice and tenured teachers rated Minimally Effective or Ineffective have not maintained the level of effectiveness expected of a tenured teacher.

In the event that a personnel decision within the scope of this policy involves two or more teachers, and all of the above factors, as well as any other job related factors identified by the Superintendent or designee, are equal, then length of service or tenure status may be considered as the final tiebreaker. This includes situations where teachers may have the same overall rating (for example, where further layoffs are required, and the remaining teachers all have an overall "Effective" rating).

The Superintendent or designee may also identify other job related tiebreakers to be utilized in lieu of length of service or tenure status. The Superintendent or designee may consult with teachers and administrators in advance of identifying other job related tiebreakers.

Length of service or tenure status shall not be factors in considering the effectiveness of each teacher. However, if the layoff decision involves two or more teachers and all other effectiveness factors as defined above distinguishing those teachers from each other are equal, then tenure status may be considered, with tenured teachers retaining employment over probationary teachers.

If all of the above factors are equal, and the teachers have the same tenure status, then length of service may be considered as the final tiebreaker.

B. Contents of Personnel File

The District will rely upon the documentation placed within a teacher's personnel file as of the date the decision is made by the District to issue layoff/recall notices. At all

times, it is the teacher's responsibility to timely notify the District in writing of changes in certification or Highly Qualified (HQ) Status, where applicable. It is also the teacher's responsibility to maintain certification and HQ status while on layoff and to notify the District of any changes, which may affect the teacher's eligibility for recall, such as certificate renewals, additional endorsements, etc.

It shall also be the responsibility of each teacher to notify the Board of any change in address, and for teachers who have been laid off, their email address. The teacher's home address and email address as they appear on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher.

C. Notification of Layoff

1. The Board of Education shall endeavor to give 14 calendar days' notice of layoff to the affected teachers.

2. Written notice shall be by hand delivery, certified mail – return receipt requested, or electronic mail, as determined by the District.

3. Although the Michigan Court of Appeals has ruled that the Tenure Commission has no jurisdiction, the Superintendent or designee may also provide notice to the affected teachers that the Teachers' Tenure Act allows them the opportunity to appeal the Board of Education's layoff decision to the Tenure Commission within 20 days of receipt of the layoff notice, if they have acquired tenure rights within the District.

D. Termination

Any layoff pursuant to this procedure shall automatically terminate the individual employment contract of all laid-off teachers and shall suspend, for the duration of the layoff, the District's obligation to pay salary or fringe benefits and any individual or supplemental employment contract as well as all benefits under the teacher's collective bargaining agreement.

E. Recall

The District will maintain a laid-off tenured teacher on a recall list for up to three years following the effective date of layoff by the District. Probationary teachers will remain on a recall list for the period of time equal to their employment by the District, not to exceed three years. After that time, the teacher's name will be removed from the recall list.

In the event the Board determines to recall teachers, the following procedures shall apply:

1. Identification of Vacancies and Positions

The District has the sole discretion to determine: (1) whether a vacancy exists and (2) the certification area and position in which the vacancy exists.

2. Recall Criteria

A teacher is eligible for recall to a vacant position if the teacher is certified and qualified to fill the position as determined and defined by the District. It is the teacher's responsibility to

maintain his or her certification and to promptly provide documentation of the certification and qualification status to the District.

In addition to the posted qualifications, a teacher is not eligible for recall unless (1) s/he was rated Effective or Highly Effective in the most recent year end performance evaluation on record and (2) the teacher has demonstrated recent successful teaching experience in the area, subject or grade of the position for which recall is considered. A teacher rated Minimally Effective is not eligible for automatic recall and must apply for the open position and be considered along with other applicants.

Once the District has identified the position(s) in which a vacancy exists, the Superintendent or designee shall issue notice of recall to the vacant position based upon consideration of the effectiveness of each teacher on the recall list who is certified and qualified for the vacant position, with teachers considered to be the most effective recalled first.

Teachers shall generally be recalled in inverse order of layoff, as specified earlier in these regulations.

Length of service or tenure status shall not be a factor in considering the effectiveness of each teacher. However, if the recall decision involves two or more teachers and all other effectiveness factors distinguishing those teachers from each other are equal, then tenure status shall be considered, with the tenured teacher being recalled before a probationary teacher. If all of the prior factors are otherwise equal, including tenure status, then length of service may be considered as the final tiebreaker.

The District has sole discretion to determine the appropriate assignment(s) of recalled teachers.

3. Notice of Recall

Notice of recall will be by sending a certified letter to said teacher at the last known address provided by the teacher, or electronic messaging through email, as the District shall determine. As stated above, it shall be the responsibility of each teacher to notify the District of any change of home address and email address.

The notice will include the deadline for acceptance, the date the teacher must return to work, the position and work location to which the teacher is to report.

4. Acceptance of Recall

- a. The teacher must deliver to the District written notice of acceptance of recall by the date specified in the notice. The deadline for acceptance may not be less than five (5) school or District business days after the notice of recall is mailed, delivered in person, or emailed to the teacher by the District.
- b. The teacher must report for work by the date specified in the notice, absent extenuating circumstances as determined by the District.

F. Termination of Recall Rights

1. Termination of recall rights may be expressed or implied.

2. Termination may result from, but is not limited to, failure to provide timely notice of acceptance of recall, failure to report from layoff to an assigned position in a timely fashion, and/or failure to annually notify the District to remain on the recall list or by rejection of recall.

3. Teachers under contract with other public school districts may refuse recall and remain on the recall list until the contract expires.

4. Except as stated herein, teachers who decline recall for a reason other than being under contract with another public school district shall lose their recall rights and be removed from the recall list.

5. Teachers who were employed full-time as of the effective date of layoff may decline recall to a less than full-time assignment and preserve recall rights.

6. Similarly, teachers who were employed part-time as of the effective date of layoff may decline recall to a longer assignment and preserve recall rights.

7. Teachers employed part-time as of the effective date of layoff may be recalled to full-time employment depending upon their individual performance, certification, and HQ status.

G. Future Changes

The District reserves the right to amend, revise or repeal all or any part of these regulations at any future time and no employee shall have any vested right in the continuation of these regulations or any amendment thereof.

G-1008 Discipline, Demotion, Or Dismissal Of Teachers And Administrators

Teachers and administrators whose employment is regulated by the provisions of the Michigan Teachers' Tenure Act, MCL §§38.71 through 38.191, inclusive ("Tenure Act"), shall be disciplined, demoted or dismissed only for a reason that is not arbitrary or capricious. This Board shall not adopt, implement, or maintain a policy or standard for discipline or dismissal of such employees that is different from the arbitrary or capricious standard within Section 1, Article IV of the Tenure Act, MCL §38.101.

The Superintendent or designee shall ensure that decisions regarding the discipline, demotion, or dismissal of public employees whose employment is regulated by the Tenure Act are consistent with this policy.

The development, content, standards, procedures, adoption, and implementation of policies and procedures relating to the discipline, demotion, or dismissal of teachers and administrators whose employment is regulated by the Michigan Teachers Tenure Act, as well as administrative decisions concerning the discipline, demotion, or dismissal of such employees, shall not be the subject of any terms or conditions within a collective bargaining agreement between the District and a collective bargaining representative of teachers or administrators.

The Superintendent or designee may develop and adopt administrative guidelines/procedures/rules/regulations that detail the standards or procedures for the discipline, demotion, and/or dismissal of the employees subject to this policy.

Source: MCL §§38.71-191; MCL §423.215(3)(m).

Adopted: May 7, 2013

AP – Discipline, Demotion, Dismissal and Nonrenewal of Teachers

For purposes of this policy, "teachers" mean individuals whose employment is regulated by the Teachers' Tenure Act, 1937 PA 4, MCL 38.71 et. seq.

District administrators may issue corrective/disciplinary action in accordance with the following procedures.

Teachers' 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.

Standard for Discipline

No teacher shall be disciplined or demoted for a reason that is arbitrary or capricious.

As used in this paragraph, the term “discipline” or “disciplined” shall not include the non-renewal of any probationary teacher. A probationary teacher may be dismissed at any time for reasons unrelated to pedagogy.

The District agrees to follow a policy of progressive discipline [which, unless the seriousness of the offense warrants accelerated discipline, may include any of four steps, as determined by the appropriate District administrator:

- (1) verbal warning (which may be documented in the teacher’s personnel file),
- (2) written reprimand,
- (3) suspension without pay not to exceed 14 days per incident or 30 days per school year, or
- (4) demotion (suspension without pay longer than 14 days per incident or 30 days per school year) or tenure charges recommending termination of employment -- depending on the severity of the problem and the number of occurrences.

There may be circumstances when one or more steps are bypassed or accelerated. There are certain types of employee misconduct the nature of which warrants a suspension without pay for a first offense, or, in situations that in the Administration’s opinion are serious in nature, action seeking the termination of employment, without going through the usual progressive discipline steps.]

Administrative Leave

The District retains the right to place a teacher on administrative leave pending review or investigation of complaints or other information which warrants such placement in the opinion of administration. Generally, administrative leave shall be with pay, unless a teacher has been convicted of a felony, or is subject to bond conditions or other lawful orders which prohibit job performance, or the teacher is not otherwise required to continue to receive pay under the Tenure Act or individual contract.

Demotion

Demotion refers to suspension without pay for 15 or more consecutive days, reducing compensation for a particular school year by more than an amount equivalent to 30 days’ compensation, or transfer to a position with a lower salary (excluding changes in salary due to collective bargaining). The discontinuance or reduction of performance-based compensation paid pursuant to section 1250 of the Revised School Code, or a reduction in personnel or work time, including but not limited to a reduction in workweeks or workdays, do not constitute a demotion.

Tenure Charges

Teachers on continuing tenure shall be dismissed or demoted through the procedures of the Tenure Act. When tenure charges are filed against a teacher, the Board of Education is allowed to suspend the teacher from the active performance of duty with pay, and, in special circumstances, without pay. For example, the Board of Education may place a suspended teacher’s salary in escrow if criminal charges have been filed against that teacher. To provide another example, if tenure charges seeking dismissal have been filed against a teacher on continuing tenure who is convicted of a felony or the teacher is subject to bond

conditions that prohibit contact with minor children, salary shall be discontinued in accordance with the Tenure Act, if applicable.

Probationary Teacher Dismissal

A probationary teacher may be dismissed at any time in accordance with the provisions of the Tenure Act.

Probationary Teacher Nonrenewal

A probationary teacher serving a probationary period of 4 or 5 years must be notified at least 15 days before the end of the school year (typically June 30) that his or her services will be discontinued. If such probationary teacher started employment for the District after the first student day, or experienced a break in service, notice shall be provided at least 15 days before the end of the probationary year.

A probationary teacher serving a probationary period of 2 years must be notified at least 60 days before the end of the school year (typically June 30) that his or her services will be discontinued. If such probationary teacher started employment for the District after the first student day, or experienced a break in service, notice shall be provided at least 60 days before the end of the probationary year.

Ineffective Ratings

The contract of a probationary teacher rated Ineffective on the final year-end performance evaluation shall not be renewed.

Any teacher on continuing tenure shall be subject to tenure charges seeking dismissal if s/he is rated Ineffective on three consecutive final year-end evaluations.

In the District's discretion, a teacher on continuing tenure who receives an overall rating of Ineffective on a final year end evaluation may be subject to tenure charges seeking dismissal after one or two years of such ratings.

A teacher on continuing tenure may appeal to the Superintendent within 20 days of receipt of an overall rating of Ineffective but not more than twice during a three consecutive year period of Ineffective ratings.

Minimally Effective Ratings

The contract of a probationary teacher rated Minimally Effective on the final year-end performance evaluation may not be renewed.

Upon administrative recommendation, teachers on continuing tenure who receive a final year end evaluation rating of Minimally Effective in one or more goal areas may be subject to tenure charges seeking dismissal following one or two years of such ratings.

Rebuttal

A teacher may submit a written response to any disciplinary record or other adverse material placed in his/her file, provided such response is provided within a reasonable time. The

response shall be attached to the disciplinary record or other material to which it applies, and if the disciplinary record or other material is released to a third party, the attached response shall also be released with it.

Appeal Procedure - Discipline Not Subject to the Tenure Act

Who May Appeal

Teachers on continuing tenure may appeal disciplinary action not subject to the Tenure Act under this appeal procedure.

Teachers on continuing tenure may appeal discipline, demotion, and dismissal which are subject to the Tenure Act in the manner provided by the Tenure Act. Discipline which is subject to the jurisdiction of the State Teacher Tenure Commission is excluded from this appeal procedure.

Probationary teachers may appeal disciplinary action and dismissal through this appeal procedure. Contract non-renewal is not disciplinary and is thus excluded from this appeal procedure.

How to Appeal

For purposes of this Appeal procedure, “days” shall mean days when school is in session, and, during the months of June, July and August, when school is not in session, “days” shall mean Monday through Friday, excluding weekends and holidays.

A teacher dissatisfied with a supervisor’s disciplinary action may appeal in writing to the Superintendent (or Superintendent designee) within ten (10) days of the action, stating the reason(s) for the appeal. The Superintendent (or Superintendent designee) will meet with the interested parties and decide the appeal in writing within ten (10) days after that meeting. The Superintendent’s decision is final.

Timelines may be extended by written agreement.

Unrequested Leave of Absence

Upon administrative recommendation, the Board of Education may place a teacher on an unrequested leave of absence for up to one year because of physical or mental disability. The unrequested leave of absence is subject to renewal at the will of the Board of Education.

As a condition of reinstating the teacher when the leave expires, the Board of Education or its Superintendent or designee may require the teacher to furnish verification acceptable to the Board of the teacher’s ability to perform his or her essential job functions.

Future Changes in Procedure

The District reserves the right to amend, revise or repeal all or any part of these procedures at any time, and no teacher shall have any vested right in the continuation of these procedures or any amendment thereof.

G-1009 Performance Evaluation Systems For Teachers And Administrators

The Troy School District is responsible for the employment and supervision of all personnel. The District shall comply with Section 1249 of the Revised School Code which mandates the inclusion of certain components within the District's performance evaluation systems for teachers and administrators. The District shall:

- Adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system.
- Evaluate job performance of teachers and administrators and provide timely and constructive feedback to teachers and administrators regarding their performance.
- Establish clear approaches to measuring student growth and provide teachers and school administrators with relevant data on student growth.

The Board and Superintendent, or designees, will examine the recommendation of the Michigan Council on Educator Effectiveness and may revise this policy accordingly.

Decisions regarding the development, content, standards, procedures, adoption, and implementation of performance evaluation systems, and decisions about the content of performance evaluation systems, and the impact of such decisions on the individual employee or the applicable bargaining unit, shall not be the subject of any terms and conditions within a collective bargaining agreement between the District and a collective bargaining representative of such teachers.

With the exception of the Superintendent's performance evaluation, the Board of Education delegates to the Superintendent or designee(s), the responsibility for taking appropriate action, including developing administrative guidelines as needed, to adopt and implement a rigorous, transparent, and fair performance evaluation system in compliance with Section 1249.

References: MCL 380.1249, MCL 38.83a; MCL 38.93, as amended by Public Acts 100, 101 and 102, effective July 19, 2011.

Adopted: June 18, 2013

AP – Teacher Evaluations

The performance of all teachers, both probationary and tenure, shall be evaluated in writing annually. For purposes of this policy, "teachers" mean individuals whose employment is regulated by the Teachers' Tenure Act, 1937 PA 4, MCL 38.71 et. seq.

Evaluation of a teacher is an ongoing process conducted throughout the school year to assess the work performance of a teacher and enhance the educational process. The assessment of performance will be based on formal and informal observations, student growth data, appropriate input from others, and other reliable evidence that relates to performance. Anything contained within these administrative regulations notwithstanding, all evaluations of teachers shall be conducted pursuant to current state law.

A general pre-evaluation informational meeting will be held with teachers, either individually or collectively, in each building at the start of each school year.

Individual Development Plans (IDP)

All probationary staff will have an IDP. All tenured staff members receiving a rating of Minimally Effective or Ineffective on their most recent evaluation whom the District wishes to retain will be provided an IDP.

1. IDPs will be developed in consultation with the teacher.
2. Excluding the IDPs for newly hired probationary employees, IDPs should be completed at the end of a school year for use at the beginning of the following school year. In any event, efforts should be made to finalize an IDP and put it in place no later than September 30, absent special circumstances.
3. The IDPs shall not provide more than 180 calendar days to demonstrate progress, and shall include professional development, instructional support, and/or coaching.
4. Development of the IDP should include a discussion as to what growth data will be used in the teacher's evaluation.
5. A mentor shall be provided for probationary teachers.

Nothing precludes the District from placing any teacher on an IDP when the District determines it would be beneficial to do so.

Mid-Year Progress Report (MYPR) and Final Year-End Evaluation and IDPs

A mid-year progress report is required for all probationary teachers and tenured teachers who were rated Minimally Effective or Ineffective. Such report should be completed no later than the first week in February, absent extenuating circumstances.

The mid-year progress report shall meet the following requirements:

- be based in part on student achievement
- be aligned with the IDP (i.e., progress on meeting the goals of the IDP should be addressed)
- include specific performance goals for rest of year
- include new or modified goals to the extent needed, as well as recommended training, to be developed in consultation with the teacher.

The year-end performance evaluation shall include an assessment of the teacher's progress in meeting the goals of his/her IDP.

Year-End Evaluation Ratings

At the end of the school year, each teacher shall be assigned a year-end performance evaluation rating (“Year-End Evaluation”) of one of the following:

1. Highly Effective,
2. Effective,
3. Minimally Effective, or
4. Ineffective

The Year-End Evaluation shall be based upon an assessment of the following evaluation criteria (“Criteria”):

1. Individual Performance. Individual performance shall be the majority factor in making the decision, and shall consist of, but is not limited to, all of the following:

- a. Evidence of student growth, which shall be the predominant factor in assessing the individual performance of an employee.
- b. The teacher’s demonstrated pedagogical skills, including at least a special determination concerning the teacher’s knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.
- c. The teacher’s management of the classroom, manner and efficacy of disciplining pupils, rapport with parents and other teachers, and ability to withstand the strain of teaching.
- d. The teacher’s attendance (excluding absences subject to the Family Medical Leave Act or as “reasonable accommodations” pursuant to the Americans with Disabilities Act) and disciplinary record, if any.

2. Significant, Relevant Accomplishments and Contributions. This factor shall be based on the degree to which the individual contributes to the overall performance of the school by making clear, significant, relevant contributions above the normal expectations for an individual in his or her peer group, and having demonstrated a record of exceptional performance.

3. Relevant Special Training. This factor shall be based on completion of relevant training other than the professional development or continuing education that is required by the employer or by state law, and integration of that training into instruction in a meaningful way.

Classroom Observations

[The following shall apply to all probationary teachers, and to all tenured teachers who have not received a rating of effective or highly effective on his or her two most recent annual year-end evaluations.]

Typically, there shall be a minimum of two (2) formal observations, and one short/informal observation, with a reasonable period of time between the first and the last formal observation. Additional observations are encouraged, particularly where problems have been observed. A teacher may be observed by an administrator with or without advance notice. If required by law, at least one observation shall be unscheduled.

At least two formal observations shall include:

1. Review of the teacher's lesson plan;
2. Review of the state and/or District curriculum standard being taught in the observed lesson; and
3. Assessment of pupil engagement in the instructional process.

Lesson plans communicating objective(s), connection to standard(s) and other aspects of any lesson prior to being observed or following an observation, if requested, must be submitted to the evaluator within one day of the request.

Observations may range from a full lesson to short observations and/or walkthroughs.

[For all tenured teachers who have received a rating of effective or highly effective on his or her two most recent annual year-end evaluations, one formal observation shall be conducted for purposes of the teacher's annual, or if permitted by law, biennial, performance evaluation.]

Student Growth and Assessment Data

Student Growth and Assessment Data shall be weighted as a factor in the Year-End Evaluation according to applicable law. If the law does not specify a percentage, then the Superintendent shall determine the percentage factor for purposes of the Year-End Evaluation.

Teacher evaluations prepared by the evaluator(s) shall not be limited to the observations of the classroom visitations/observations, but shall also include all aspects of the teacher's employment and duties as a professional staff member.

Final Year-End Evaluation Conference

For probationary teachers serving a probationary period of two years, a final year-end evaluation conference shall be conducted not later than March 20, absent special circumstances, with the final written performance evaluation being provided to each probationary teacher by March 31, again absent special circumstances.

For probationary teachers serving a probationary period of four or five years, a final year-end evaluation conference and a final written performance evaluation shall be provided not later the second week in May or as otherwise mutually agreed.

For tenured teachers who are on an IDP, a final year-end evaluation conference shall be conducted not later than the first Friday in May unless otherwise mutually agreed, with the final written performance evaluation being provided to each tenured teacher by the second week in May unless otherwise mutually agreed.

For tenured teachers who are not on an IDP, a final year-end written performance evaluation shall be provided to them by the second week in May, unless otherwise mutually agreed. Upon the written request of the teacher or the evaluator, the performance evaluation shall be followed by a personal conference between the teacher and his/her evaluator for purposes of clarifying the written evaluation report. This request must be made within five (5) days after the teacher has received his/her copy of the report. The teacher will have ten (10) days from the date of the conference in which to respond in writing to the final evaluation, unless additional time is requested and agreed upon. The response shall be included with the final evaluation report in the teacher's file.

A tenured teacher who receives a Year-End Evaluation of Ineffective may, within twenty (20) days of receiving the Ineffective rating, request in writing a review of the evaluation and rating by the Superintendent. The Superintendent shall review the evaluation and may within his or her sole discretion make any modification based on that review. A review under this section may not be requested more than twice in a three (3) school-year period.

G-1010 Performance-Based Compensation For Teachers And Administrators

The District shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation.

The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria.

Decisions about the development, content, standards, procedures, adoption and implementation of the method of compensation required under section 1250 of the Michigan Revised School Code, decisions about how an employee performance evaluation system is used to determine performance-based compensation under section 1250, and decisions concerning the performance-based compensation of an individual employee, or the impact of those decisions on an individual employee or the bargaining unit, are within the sole authority of the public school employer to decide and shall not be the subject of any terms and conditions within a collective bargaining agreement between the District and a collective bargaining representative of such teachers.

With the exception of the performance-based compensation for the Superintendent, the Board of Education delegates to the Superintendent or designee(s), the responsibility for taking appropriate action, including developing administrative guidelines as needed, to implement and maintain a method of compensation that includes job performance and job accomplishments as a significant factor in accordance with Section 1250.

References: MCL 380.1250, effective July 19, 2011; MCL 423.215.

Adopted: June 18, 2013

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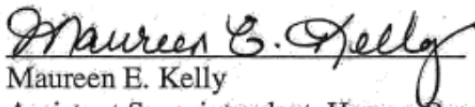
X, Y, Z

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

Re: Student and Teacher Workdays

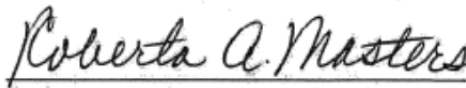
In the event that legislation is enacted that requires more than 179 days of student instruction (i.e., either mandated or with a monetary penalty for failure to comply), the school calendar may revert to a maximum of 183 days of student instruction with a maximum of 187 teacher workdays.

FOR THE DISTRICT


Maureen E. Kelly
Assistant Superintendent, Human Resources

Date: September 14, 2006

FOR THE ASSOCIATION


Roberta A. Masters
President

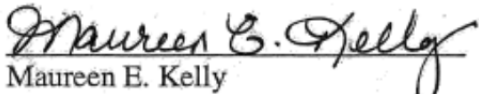
Date: September 14, 2006

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


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

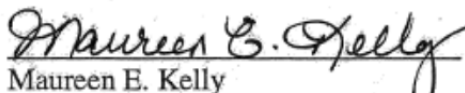
RE: Primary Years Program and Middle Years Program IBO Implementation

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:

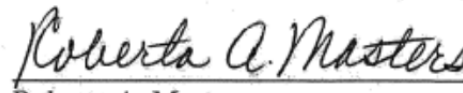
At least once each semester a meeting shall be convened to discuss the status of the PYP and MYP programs. Persons invited to attend the meeting shall include the District IBO Coordinator, a member of each building's IBO leadership team, the TEA President, and one additional TEA member from each IBO 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


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: 403 (b) and 457 (b) Vendors

The parties agree to the following:

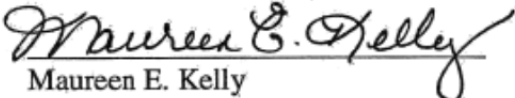
In an effort to limit the solicitation of teachers by agents for 403 (b) and 457 (b) products, the parties agree to cap the number of agents as of June 30, 2004. The parties may agree to add an agent (who meets the District's standards) upon mutual agreement if the parties determine a waiver is in their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

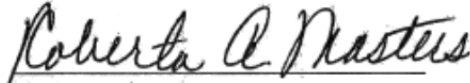
It is understood that MEA Financial Services will remain a vendor for as long as it complies with the District's requirements.

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: Insurance Premiums While Drawing LTD

In the negotiations of the 2004-2005 collective bargaining agreement, the parties agreed to delete this language from Article 26, Section 26. 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 26, Section 26.2 D in the 2002-2004 collective bargaining agreement.


Subsequent to the 2004-2005 Letter of Agreement, 2011 PA 152 limits the Board's contribution and this Letter of Agreement is subject to such Act.

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
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).

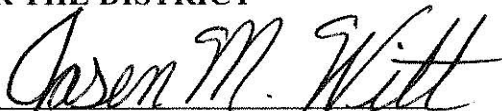
Courses successfully completed by a teacher through an intermediary/third party (ex. Learner's Edge, PLS, Canter, etc.) will no longer be accepted by the District for advancement on the salary schedule.

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



Jason Witt
Assistant Superintendent, Human Resources

FOR THE ASSOCIATION



Stephen Lucchi
President

Date: March 22, 2011

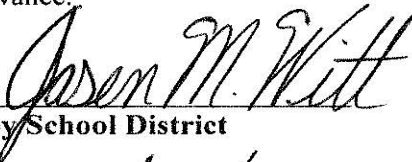
**Letter of Agreement
Between the
Troy School District
And the
Troy Education Association**

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.

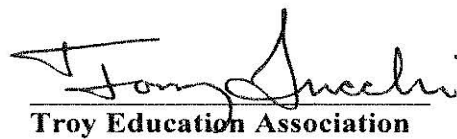
1. The District will establish a new Schedule D extra-duty position of adult supervisor at the middle school level effective April 15, 2011.
2. This position will be posted internally, consistent with other Schedule B, C, D extra-duty positions.
3. The rate of pay for this Schedule D extra-duty position, 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

**Troy School District and Troy Education Association (TEA)
2015-2016 Letter of Agreement Regarding Joint Committees**

The parties have agreed as follows:

A joint committee composed as agreed by the District and the TEA shall meet and make recommendations for the successor agreement beginning July 1, 2016, with respect to updating and modifying Schedules B and C. These recommendations shall be submitted to the respective bargaining teams not later than January 31, 2016.

Upon receipt of a report by the District consultant who is currently reviewing the District's special services department, a joint committee composed as agreed by the District and the TEA shall meet and discuss the consultant's recommendations, and consider whether any additions or modifications to the parties' collective bargaining agreement are mutually acceptable as a result of the consultant's report and recommendations.

For the Troy Education Association

For the Troy School District

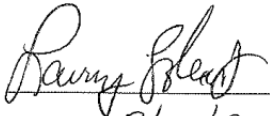
LETTER OF AGREEMENT
BETWEEN
TROY SCHOOL DISTRICT
AND
TROY EDUCATION ASSOCIATION

The Troy Education Association (TEA) and the Troy School District (TSD) have agreed to resolve the concern of Teachers meeting before and after their contractual school day for Team/Student Intervention Meetings as follows:

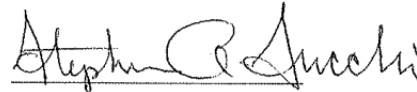
1. Teachers will be paid according to Schedule D – Teaching in place of a substitute teacher.....\$27.40/hour starting in the 14/15 school year.

It is agreed and recognized by the parties to this Agreement that this Letter of Agreement is limited to the specific circumstances included herein, and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

For the Troy School District:


Date: 3/12/2015

For the TEA:


Date: 3/13/15

LETTER OF AGREEMENT
between
The Troy School District
and the
Troy Education Association, MEA/NEA
regarding
Schoology Online Grading and Communication

The Parties have previously negotiated contract language and letters of agreement regarding notification of academic progress through formal progress reports, report card grades, and semester grades in Sections 14.14 and 14.15 of the 2015-2016 Collective Bargaining Agreement (CBA). This letter of agreement shall amend those sections only through June 30, 2016.

This letter of agreement references the use of Schoology as a tool for reporting academic progress and communicating information for students/parents.

1. Secondary teachers shall report student academic progress via Schoology.
2. At a minimum, teachers will post their course syllabus/expectations including course outline, grading policies, and major assignment due dates (any assignment reasonably predicted to consist of more than 15% of a student's marking period grade) on Schoology.
3. Teachers will maintain and update grades on Schoology so that the grades will be current within 2 school days following the conclusion of approximately the 3rd, 6th and 10th week of each card marking (timeline provided below).
4. The Schoology report shall contain all relevant information so that students/parents will have access to the student's current overall grade and the grade for each assignment that counts towards the student's current grade for the course.
5. Also, teachers will use Schoology for one-way student-to-student communication and teacher-to-student communication as a way of keeping students and parents informed about major, significant events specifically related to the course.
6. Teachers are encouraged but not required to share resources with colleagues using the collaborative, digital space within Schoology.
7. If a student has been identified by the school psychologist, social worker, counselor or administrator as needing special attention and progress monitoring, arrangements can be made to provide more frequent progress reports for those students as provided for in Article 14.15.
8. Furthermore, it is recognized 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 consideration, and admission to college).
9. The District shall provide on-going professional development specific to Schoology, as may be necessary and/or upon reasonable request.
10. The parties agree to bargain changes to working conditions in regards to future usage of Schoology for purposes related to grade reporting and student/parent communication during negotiations for the successor agreement to the current 2015-2016 CBA.

11. Schoology Grade Posting Schedule for 2015-2016

MP#1

End of Update Period at End of Day (Grades Update Complete by End of Day)
September 25, 2015 (September 29, 2015)
October 23, 2015 (October 27, 2015)
November 6, 2015 (November 10, 2015)

MP#2

December 4, 2015 (December 8, 2015)
January 8, 2016 (January 12, 2016)
January 21, 2016 (January 25, 2016)

MP#3

February 12, 2016 (February 17, 2016)
March 4, 2016 (March 8, 2016)
March 31, 2016 (April 12, 2016)

MP#4

April 29, 2016 (May 3, 2016)
May 20, 2016 (May 24, 2016)
June 17, 2016 (Grade Update Complete at End of Last Day June 21, 2016)

This Letter of Agreement shall only be for the 2015-16 school year absent mutual agreement of the parties and shall be without precedent and does not establish any past practice.

SIGNATURES

The Troy School District

By: _____
Date: 9.3.15

Troy Education Association

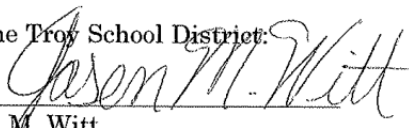
By: Tony Lucali
Date: 9.3.2015

**LETTER OF AGREEMENT
BETWEEN
TROY SCHOOL DISTRICT
AND
TROY EDUCATION ASSOCIATION
MEA/NEA**

RE: Year Round Early-On Intervention Service Program and Assignments

1. Teacher(s)/non-certificated teachers will work the contractual number of teacher days and/or hours based upon their FTE status, and fulfill all contractual obligations, such as attendance on and participation in Professional Development, Records Days and Staff Meetings. The teachers/ non-certificated teachers will be required to attend weekly staff meetings and to be in attendance on common assessment days.
2. Early-On Intervention Team(s) could be comprised of the following teachers based upon the needs of the particular student: an Early Intervention teacher, a Speech and Language Therapist, a Social Worker and/or a School Psychologist.
3. The required student days and/or student service hours for these teachers will be spread over the calendar year (July 1st – June 30th). There will be a maximum of ten [10] work days for these teachers in the summer. All days worked in the summer, including meeting days and child service days will be made up/compensated in the upcoming school year. The make-up/compensated days will not be taken on the day immediately before or the day immediately following the Winter or Spring Break periods.
4. If there is an unscheduled school or building closure (e.g. snow day, power outage, and/or any other reason) during one of the make-up/compensated days then the day will be rescheduled by the teacher. While the preference is for make-up/compensated days to be taken as scheduled days off during the school year, if unforeseen circumstances do not permit for all of these days to be scheduled, then a teacher/non-certificated teacher will be compensated at his/her pier diem rate for these days.

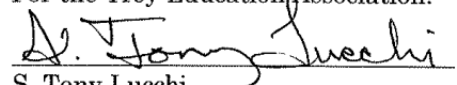
For the Troy School District:



Jason M. Witt
Assistant Superintendent
Human Resources

Date: 6/14/13

For the Troy Education Association:



S. Tony Lucchi
President

Date: 6/14/13

**LETTER OF AGREEMENT
BETWEEN
TROY SCHOOL DISTRICT
AND
TROY EDUCATION ASSOCIATION
MEA/NEA**

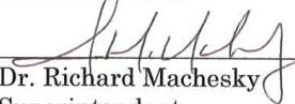
RE: Elementary Report Cards and Conferences

The Troy Education Association (TEA) and the Troy School District (TSD) agree that during the duration of the 2015-2016 school year elementary report cards found in Article 14.13 will be modified for elementary 1st through 5th grade classroom teachers. As part of the modification to report cards for elementary 1st through 5th grade classroom teachers, the calendar for the 2015-2016 school year will be modified as outlined below.

- 1) Elementary 1st through 5th grade classroom teachers will use the current adopted report cards for their grade levels.
- 2) The elementary 1st through 5th grade classroom teachers will not include comments for the first and fourth marking periods.
- 3) For the second and third marking periods of the 2015-2016 school year, elementary teachers will complete the full report cards for their grade levels including all comments and evaluator notations as were required during the 2014-2015 school year.
- 4) In order to maintain sound parent notification of their child's performance, elementary teachers will invite parents to attend the scheduled parent/teacher conferences during the first and third quarters.
- 5) An additional three hour evening conference for elementary 1st through 5th grade classroom teachers will be added on Wednesday, March 9, 2016.
- 6) Each three hour evening conference session will consist of fifteen (15) minute sessions with five (5) minute passing time for parents. Teachers can also choose one fifteen (15) minute break per evening.
- 7) The current kindergarten conference adjustment of allocating substitute coverage for additional conference sessions during the course of the contractual day will remain in effect.
- 8) Specials teachers and ancillary staff are only subject to the provisions found in number three (3) above and are not subject to the other provisions found in this letter of agreement.
- 9) There is no additional compensation for this additional evening conference period for elementary 1st through 5th grade classroom teachers beyond the reduction of tasks enumerated in number two (2) above for report cards.
- 10) All other provisions of the current 2015-2016 contract extension remain in effect.

It is agreed and recognized by both parties that this Letter of Agreement is limited to the specific circumstances included herein and shall not set precedent or be used by either party as evidence of a past practice.

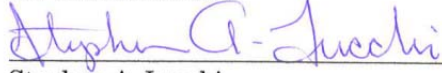
For the District:



Dr. Richard Machesky
Superintendent
Troy School District

Date: 6/12/15

For the Association:



Stephen A. Lucchi
President
Troy Education Association

Date: June 12, 2015