AGREEMENT

between

THE BOARD OF EDUCATION

of the

TECUMSEH PUBLIC SCHOOLS

and the

LENAWEE COUNTY EDUCATION ASSOCIATION,
TEA, MEA/NEA

EVERY STUDENT. EVERY DAY.

TECUMSEH
Public Schools

July 1, 2024 - June 30, 2027

Table of Contents

Page

INTRODUCTION .....

ARTICLE 1 - RECOGNITION

ARTICLE 2 - TEACHER RIGHTS 2

ARTICLE 3 - BOARD RIGHTS 3

ARTICLE 4 - PROFESSIONAL COMPENSATION 4

ARTICLE 5 - REQUIREMENTS FOR EMPLOYMENT 5

ARTICLE 6 - TEACHING HOURS 6

ARTICLE 7-TEACHING LOADS AND ASSIGNMENTS 7

ARTICLE 8 - TEACHING CONDITIONS 8

ARTICLE 9 - VACANCIES AND ROOM MOVES 15

ARTICLE 10 - TRANSFERS 15

ARTICLE 11 - SENIORITY AND QUALIFICATIONS 16

ARTICLE 12 - LEAVES OF ABSENCE 16

ARTICLE 13 - MATERNITY LEAVE 22

ARTICLE 14 - SABBATICAL LEAVE 22

ARTICLE 15 - NOTICE OF RESIGNATION/RETIREMENT 23

ARTICLE 16- PERSONNEL FILE 23

ARTICLE 17 - PROTECTION OF TEACHERS 24

ARTICLE 18 - CALENDAR 25

ARTICLE 19 - PROFESSIONAL GRIEVANCE PROCEDURE 25

ARTICLE 20 - MISCELLANEOUS PROVISIONS 28

ARTICLE 21 - RESPONSIBLE TEACHING 29

ARTICLE 22 - DEPARTMENT CHAIRPERSON, SECONDARY 29

ARTICLE 23 - MENTOR TEACHER PROGRAM 29

ARTICLE 24 - SALARY SCHEDULE 31

ARTICLE 25 - BENEFITS 33

ARTICLE 26- EXTENDED PROFESSIONAL SERVICES 36

ARTICLE 27 - DURATION OF AGREEMENT 40

APPENDIX

APPENDIX A - GRIEVANCE REPORT FORM A-1

APPENDIX B - PLANNING/COMPENSATION TIME PRE-APPROVAL FORM B-1

APPENDIX C - PAYROLL RESOLUTION C-1

APPENDIX D - ADDITIONAL RETIREMENT CONTRIBUTION PAYROLL AUTHORIZATION D-1

APPENDIX E - EVALUATION FORM E-2

APPENDIX F- SCHOOL CALENDAR F-1

APPENDIX G - TEACHER WORK WEEK G-1

APPENDIX H - APPLICATION AND REQUEST FOR APPROVAL OF GRADUATE COURSE WORK H-1

APPENDIX I - MESSA OPTIONAL FORM I-1

APPENDIX J - LETTERS OF AGREEMENT I-1

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

This Agreement is entered into on, by and between the Tecumseh Public Schools (the "District") Board of Education, Tecumseh, Michigan, (the "Board") and the Lenawee County Education Association, TEA, MEA-NEA, (the "Association").

The Board and the Association recognize and declare that providing a quality education for the District's students is their mutual aim and that the character of such education depends predominantly on the quality and morale of the teaching service.

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

The Board has a statutory obligation, pursuant to the Public Employment Relations Act ("PERA"), MCL 423.201 *et seq.*, to bargain with the Association as the representative of its teaching personnel as to wages, hours, and other terms and conditions of employment.

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

In consideration of the following mutual covenants, the parties agree as follows:

ARTICLE 1: Recognition

A. The Board recognizes the Lenawee County Education Association, TEA, MEA-NEA, as the exclusive bargaining representative, as defined in Section 11 of PERA, MCL 423.211, for all professional personnel, including personnel on tenure and retired (retirees), probationary teachers, permanent substitute teachers, guidance counselors, and librarians, and any public school academy personnel; but excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Director of Athletics and Student Activities, Supervisors, temporary substitutes, office clericals, confidential employees, and all other employees of the District. The term "teacher" when used in this Agreement, refers to all employees represented by the Association in the bargaining unit defined above.

A permanent substitute is defined as a substitute teacher in the same assignment on a full-time basis for a period of one hundred fifty (150) work days. At 150 days in a specific assignment, all time as a substitute in that assignment will be counted for seniority purposes. A temporary substitute is a substitute teacher that does not meet these conditions.

B. The Board will not negotiate with any teachers' organization other than the Association for the duration of this Agreement.

C. Retirees Performing Teaching Duties

Retirees performing teaching duties shall be placed no lower than Step E of the applicable lane on Schedule A. Retirees are eligible to receive single subscriber health insurance if they do not otherwise have health insurance meeting the affordability and coverage limits

under ACA. They are not otherwise eligible for the cash in-lieu payments or other insurance benefits as described in Article 18. Retirees shall not be entitled to benefits concerning any retirement incentive, including sick leave payout. Retirees do not earn or maintain seniority.

ARTICLE 2: Teacher Rights

A. Pursuant to PERA, MCL 423.201, *et seq.*, every bargaining unit member shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining and other lawful activities for mutual aid and protection. The parties will not directly or indirectly discourage or deprive or coerce any bargaining unit member of any rights conferred by PERA or other Michigan employment laws or the Constitutions of Michigan and the United States. Further, the parties will not discriminate against any bargaining unit member as to wages, hours, and other terms and conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board, or the institution of any grievance under this Agreement.

B. The Board recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from that public agency.

C. The Association and its members shall have the right to use school building facilities outside the normal school work hours for School/Association-related purposes provided the use does not conflict with other student or pre-scheduled uses. Arrangements for use of facilities must be made in advance with the Building Principal or designee in the absence of the Building Principal. Arrangements may be made for keys to gain access to buildings and necessary instructional locations during times when buildings are normally locked. Those teachers who are issued keys accept full responsibility for personal use of the key and proper security of the building upon leaving.

D. No teacher shall be prevented from wearing pins, insignia, or other identification of membership in the Association either on or off school premises.

E. A bulletin board will be provided in each teacher's workroom on which the Association can display professional materials that meet the following criteria: notices of Association meetings, elections, services, and committees. Any materials which are derogatory to anyone in the District or Board members shall not be posted.

F. The Board will furnish to the Association in response to requests from time to time copies of all available information concerning the financial resources of the District, tentative budgetary requirements, and allocations and such other available information as will assist the Association in developing intelligent, accurately informed, and constructive programs on behalf of their teachers and their students.

For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative, or legal proceedings, including but not limited to grievances and tenure proceedings, the Board shall reasonably permit a teacher access to and the right to inspect and acquire copies of his/her personnel file as defined by the Bullard- Plawecki Employee Right to Know Act, MCL 423.501 et seq. A representative of the Association may accompany and assist the teacher in this regard. Before personnel files may be disclosed to the Association, written authorization shall be made by the affected teacher to the appropriate Administrator.

G. The Association may use interschool mail service, voice mail, e-mail, and teachers' mail

boxes to communicate with teachers.

H. Association representation will be permitted on all those committees whose purposes/agendas include policy, curriculum, or teaching conditions, except for Board member-only committees.

ARTICLE 3: Board Rights

A. The Board, on its own behalf and on behalf of the electors of the District, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the District and its properties and facilities, and the activities of its employees during the school day; nothing in this agreement shall in any way prevent or limit the Board from participating in cooperative educational programs with any entities.

2. To hire all employees and subject to the provision of law, and this Agreement; to determine their qualifications and the conditions for their continued employment, or their dismissal; and to promote, and transfer all such employees; and to establish provisions for health, safety, and first aid.

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board, and in agreement with all other provisions of this Agreement;

4. To decide on the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees as to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof,

and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms conform with the Constitutions and laws of Michigan and of the United States.

ARTICLE 4: Professional Compensation

A. The salaries of teachers are addressed in Article 24.

B. Credit on the salary schedule which has been agreed upon by the parties for each contract year shall accrue only when a person is working or on paid leave. An employee working or on paid leave for forty-six (46) days or more shall receive pro- rated credit, and an employee working or on paid leave for ninety-one (91) days or more shall receive credit for a full-year placement. Any person hired after March 1 of the then-current school year is not eligible for an increase on the salary schedule for the successor school year only pursuant to Article 24.

C. If the Superintendent requests a teacher to attend a class, the Board will reimburse the teacher for the actual tuition amount on proof of payment and successful completion of the requested class.

D. A teacher who is engaged during the school day in collective bargaining on behalf of the Association at the local level with any representative of the Board or participating in any professional grievance matter at the local level shall be released from regular duties without loss of salary or leave.

E. All teachers shall attend in-service/professional development training days in accordance with the negotiated calendar.

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

G. Association officers shall have ten (l 0) released days with pay to attend conferences scheduled during school hours. The Association shall provide the Employer with a list by October 1 of each contract year of specified office holders.

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

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

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

I. Building representatives or designated alternates shall be allowed release time without loss of pay whenever their presence is requested by a teacher who is being disciplined.

J. The Association shall reimburse the District those sums paid to the Michigan Public School Employees Retirement Board on the employee's behalf for any paid release time to conduct Association business as provided in paragraphs D., G., H., and I., of this Article. The District will invoice the Association for this amount on an annual basis and payment shall be remitted within thirty (30) days of receipt of the invoice.

K. In the event of a verified overpayment in salary or benefits, under the terms of this agreement, the bargaining unit member shall make ~~prompt~~ repayment to the District. In the event the member fails to make the repayment, the District may payroll deduct the overpayment as a condition of this contract pursuant to the authority set forth in MCL 408.447. The District shall provide notice at least one pay period in advance before deducting any money and work with the bargaining unit member to develop a pay back plan.

ARTICLE 5: Requirements for Employment

A. Only those persons who hold at least a Bachelor's degree and an acceptable Michigan Teacher's Certificate, or are enrolled in a program approved by the Michigan Department of Education allowing them to teach, and shall be considered for a contracted position on the District's instructional staff.

B. The Board reserves the right to require a statement from a physician licensed to practice medicine under Michigan or Ohio law certifying that the teacher is permitted to return to work after absences in excess of three (3) days due to illness, injury, or disability. Additionally, in case of suspected abuse of sick leave, the Board reserves the right to require examination of the teacher by a Board-approved physician at Board expense to verify an illness, injury, or disability. The teacher may submit a statement from his/her own physician at the teacher's expense in cases of suspected abuse; however, such submission does not preclude required examinations by Board-paid physicians.

C. At the time of initial employment, all teaching personnel must file with the Board appropriate identity documentation as required by law.

D. Effort shall be made to hire qualified teachers to substitute in the special areas in the school (art, physical education, music).

ARTICLE 6: Teaching Hours

A. The teacher's normal scheduled work hours shall be as follows:

1. All teachers shall report to their classroom or assigned duty location at least fifteen (15) minutes before classes begin in the morning.

2. Unless permission is granted by the Principal, teachers shall leave school no earlier than ten (10) minutes after classes terminate.

B. All teachers shall be entitled to a duty-free uninterrupted lunch period. The length of this period is to be the same for each teacher in the individual buildings. The grades Y5-3 lunch period shall not be less than forty (40) minutes and the grades 4-12 lunch period shall not be less than thirty (30) minutes in length.

C. 1. Reasonable effort shall be made to provide all teachers in the elementary grades Y5-4, with a minimum of three hundred (300) minutes of planning time per week during the school day, when students are in attendance, including time for special classes and recess when the teacher is not required to cover. Reasonable effort will be made to provide the time in not less than thirty (30) minute blocks and at least one fifteen (15) minute block in any given day.

2. All Middle School (5-8) and High School (9-12) teachers shall be provided one planning period per day unless mutually agreed on between the Administration and the teacher to either substitute per Article 25.L. or assume an added teaching load per Article 25.1. Reasonable effort will be made to provide the planning period in not less than thirty (30) minute blocks.

3. It is the intent of the parties that Tecumseh Virtual Academy courses taught by bargaining unit members and will perform instruction consistent with the secondary schedule, unless otherwise agreed by the parties.

D. In emergency situations, Building Principals will serve as temporary substitute teachers. If the District is unable to hire a substitute for a special and a bargaining unit employee who is responsible for student supervision during his/her conference period, then the employee shall be paid at the Extended Professional Services hourly rate.

E. When a teacher's planning time is missed because of an assembly, field trip, or other class activity which that teacher did not plan or help plan for his/her class, then the teacher will be compensated at the rate specified in Article 25.N. or the time will be made up as determined by the Principal.

F. The scheduling of the teachers' days shall be consistent with the building in which that teacher is employed, except where the Board offers additional classes which go beyond the normal class day. In such a case, the class or classes shall be posted. Staff shall be compensated at the rate specified in Article 25.1. of their contractual salary for five (5) hours per week of additional classes.

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

G. The scheduling of the teachers' days shall be consistent with the building in which that teacher is employed, except where the Board offers additional classes which go beyond the normal class day. In such a case, the class or classes shall be posted. Staff shall be compensated at the rate specified in Article 25.1. of their contractual salary for five (5) hours per week of additional classes.

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

ARTICLE 7: Teaching Loads and Assignments

A. The normal work week in all schools is set forth in Article 6 and the negotiated calendar or as otherwise determined through collective bargaining.

B. The Association recognizes hour differences between elementary **(Y5-3)** and secondary (4-12) as well as within and between buildings.

ARTICLE 8: Teaching Conditions

A. The parties recognize the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education that is the goal of both the teacher and the Board. The teacher's primary duty and responsibility is to teach and the organization of the school and the school day should be directed at ensuring that the energy of the teacher is used primarily to this end. At the same time, it is the responsibility of the professional staff to contribute to the community and the teaching profession. Teachers of art, music, and physical education will collaborate with affected staff and Administration to establish their schedules before the beginning of the school year.

B. Because the teacher student ratio is an important aspect of an effective educational program, class size shall be determined as follows:

In Y5, effort shall be made for class size not to exceed nineteen (19) students without additional pay with the exceptions that follow. For combined classrooms, class size shall not exceed thirty (30) students without additional pay with the exceptions that follow.

In kindergarten, class size shall not exceed twenty-six (26) students without additional pay with the exceptions that follow. For combined classrooms, class size shall not exceed forty (40) students without additional pay with the exceptions that follow.

In elementary grades (1-5), class size shall not exceed twenty-eight (28) students without additional pay with the exceptions that follow. For combined classrooms, class size shall not exceed forty-five (45) students without additional pay with the exceptions that follow.

In grade 6, class size shall not exceed thirty (30) students without additional pay with the exceptions that follow.

In the secondary grades (7-12), class size shall not exceed thirty-four (34) students without extra pay with the exceptions that follow.

Bargaining unit members instructing Tecumseh Virtual Academy courses at the high school or middle school: class size that exceeds forty (40) students teachers shall receive extra pay with the exceptions that follow. Bargaining unit members acting as caseload managers for the Tecumseh Virtual Academy: case load shall not exceed fifty (50) students, without additional pay with the exceptions that follow.

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

The above standard does not include deficiency disabilities such as remedial reading, exclusive of any other learning and/or emotional impairments, and does not include those students who have been returned to the regular classroom from a special education program, or who are receiving special education services as part of the regular classroom instruction. To the extent feasible and pursuant to the requirements of inclusive educational programming and to promote a proper learning environment for those identified by an IEP Team as having special education status for the eligibility categories of LD, EI, or OHi, an equitable distribution of such students shall be made within the building, grade, and/or subject which will accommodate the student's schedule and IEP. Students who become continuously disruptive should be re-evaluated as permitted by law as to their appropriate placement in the general education classroom.

The Administration recognizes students that the classroom teacher may be faced with different problems when integrating in accordance with least restrictive environment requirements. Accordingly, assistance will be provided to teachers where reasonably possible to better meet the needs of all students in his/her classroom. The classroom teacher is entitled to confer with the Building Principal and/or the Special Education Supervisor for the special needs of those students. These terms shall not be interpreted to violate any federal or state special education or civil rights laws.

In situations where students have not been tested but pose management problems, the teacher may refer the student(s) to the Building Principal, who may determine whether to initiate the Multi-Tiered System of Supports (MTSS) process. If the MTSS process is initiated, teachers will follow the Michigan guidelines according to the Lenawee ISO rules as long as they comply with the State guidelines. The parties recognize the importance of advising all teachers who work with or who will work with students who have an IEP and allowing them to attend the student's IEP Team meeting if feasible. Reasonable efforts will be made to allow the receiving teacher to be present at the student's IEP Team meeting when the following conditions occur:

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

5. Scheduling complexities allow for the receiving teacher's presence.

If determined feasible by the Administration, the number of students shall not exceed the maximums according to this Section B without additional pay with the following exceptions:

1. Secondary Music:

    a. Band, orchestra, and chorus shall be limited by mutual agreement of the instructors and Administration, keeping in mind the optimum number that can be taught efficiently with equipment and facilities available.

2. Elementary Music, Art, Physical Education, and "STEM"

    a. These classes shall not exceed twenty-eight (28) students, with the exception of current practices for including students with an IEP, with application of the overload formula.

3. Vocational classes and those with special work areas or work stations:

    a. Business classes, industrial technology, high school sciences, fine arts, foreign languages, career and applied technology, including those that may be added in the future, shall be limited to the number of work stations available but in no case shall exceed the maximums according to this in Section B for High School and Middle School.

    Drafting and computer technology classes will not exceed the number of work stations, not to exceed thirty-four (34) students.

    The multimedia technology class will not exceed twice the number of stations (based on two (2) students per station).

    b. Class loads for career and applied technology and industrial technology courses shall be as follows: thirty-four (34) students.

    c. Class loads for the fine arts/vocation courses shall not exceed 34 students.

d. High School and Middle School physical education classes shall not exceed thirty-seven (37) students.

4. Bargaining unit members travelling between district buildings during the work day:

   a. Travel time is not to be included in lunch or conference/planning time.

   b. Five (5) minutes shall be allowed between classes and is not to be deducted from planning or travel time.

   c. An area shall be provided in each building for supplies.

5. In the establishment of experimental or pilot educational programs involving group instruction with a high teacher student ratio, the limits specified in this Article shall not apply beyond the first year of the mutual agreement. If it is necessary to combine students at different grade levels in the same classroom (split grades), the following standards shall be observed:

   a. Teachers' participation in split grades shall be based on transfer policies established in this Agreement.

   b. The teacher to head the class, as well as teachers of the same levels in that building, shall have input in determining which students are selected for the class.

   c. The maximum number of students in a split grade shall be three (3) fewer than a single grade class.

6. For grade 6, the maximum number of students per day excluding homeroom/advisory/seminar shall be one hundred fifty (150) except in areas where more than thirty (30) students are allowed per hour. These limits may be exceeded if consented to by the teacher, with notice to the Association.

7. For grades 7-12, the maximum number of students per day excluding homeroom/advisory/seminar shall be one hundred seventy (170) except in areas where more than thirty-four (34) students are allowed per hour. These limits may be exceeded if consented to by the teacher, with notice to the Association.

8. Every reasonable effort will be made to reduce class sizes in classrooms/buildings which experience a heavy influx of special education students.

Overload Formula

Should it be necessary for a teacher to exceed their class load in the Y5 beyond 19, the salary formula shall be:

$$\frac{\text{Salary}}{180} \times \frac{1}{19} = \text{pay per day per student}$$

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

$$\frac{\text{Salary}}{180} \times \frac{1}{26} = \text{pay per day. per student}$$

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

$$\frac{\text{Salary}}{180} \times \frac{1}{28} = \text{pay per day, per student}$$

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

$$\frac{\text{Salary}}{180} \times \frac{1}{30} = \text{pay per day, per student}$$

Should it be necessary for a teacher to exceed their average class load in the secondary (7-12) grades beyond 34, the salary formula shall be:

$$\frac{\text{Salary}}{180} \times \frac{1}{5} \times \frac{1}{34} = \text{pay per day, per student}$$

Should it be necessary for a teacher to exceed their Elementary EI & CI categorical caseload beyond 15, the salary formula shall be:

$$\frac{\text{Salary}}{180} \times \frac{1}{15} = \text{pay per day, per student on Elementary EI \& CI categorical caseloads}$$

Should it be necessary for a teacher to exceed their Secondary CI categorical caseload beyond 15, the salary formula shall be:

$$\frac{\text{Salary}}{180} \times \frac{1}{15} = \text{pay per day, per student on Secondary CI categorical caseloads}$$

Should it be necessary for a teacher to exceed their Secondary EI categorical caseload beyond 16, the salary formula shall be:

$$\frac{\text{Salary}}{180} \times \frac{1}{16} = \text{pay per day, per student on Secondary EI categorical classroom caseloads}$$

Should it be necessary for a teacher to exceed their Elementary Resource Room caseloads beyond 21, the salary formula shall be:

$$\frac{\text{Salary}}{180} \times \frac{1}{21} = \text{pay per day, per student on Elementary Resource Room caseloads}$$

Should it be necessary for a teacher to exceed their Secondary Resource Room caseloads beyond 23, the salary formula shall be:

$$\frac{\text{Salary}}{180} \times \frac{1}{23} = \text{pay per day, per student on Secondary Resource Room caseloads}$$

Should it be necessary for a teacher to exceed their Teacher Consultant Resource Room caseloads beyond 30, the salary formula shall be:

$$\frac{\text{Salary}}{180} \times \frac{1}{30} = \text{pay per day, per student on Teacher Consultant Room caseloads}$$

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

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

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

9. An effort shall continue to be made during scheduling to equalize class loads. **When the same class is held during the same hour within the same building, effort will be made to substantially equalize the building class sizes.** Further, every effort shall be made to reduce class size maximums. Building Principals will work collaboratively with special and regular education teachers in preparing class list assignments. These lists will be shared with teachers before they are shared with parents or otherwise publicized.

   If there is a change of a class name or an addition of a class, the class size will be discussed with the Association President. Any deletion of a class will be discussed with the Association President.

   Except as otherwise required by law or on a student count day, teachers will be given a minimum of one day's advance notice of the arrival of a new student in the classroom.

10. The parties agree that there is a need for research, planning, material gathering, and consultation with various specialists and other activities. The parties further agree that many of these job functions necessitate time beyond the teacher's normal contract day and may require work at home, libraries, universities, intermediate school district facilities, or other locations off school premises.

11. A teacher's professional responsibilities require many hours of preparation and planning beyond the normal contract day. Consequently, demands of compulsory

attendance at meetings or functions relative to job performance shall not exceed five (5) hours per month beyond the teacher's normal contract day. This limit does not include Association meetings or parent-teacher conferences where the normal day-to-day responsibilities are conducted. All meetings must be announced at least twenty-four (24) hours in advance and designated as mandatory or voluntary. It is understood that extenuating circumstances and emergencies may arise, which would make the twenty-four (24) advance notice impractical.

When meetings are held before student arrival, this time shall be deducted from the allotted compulsory Extended Professional Service time as defined above. Extended Professional Services beyond the above hours shall be permissible as determined by the Extended Professional Services section of this Agreement. (Article 26)

12. Proposed curriculum changes shall be discussed with the appropriate school improvement committees which have been established by the Superintendent or designee.

13. The Administration shall provide the Association President a list of members of current District-wide standing committees on a yearly basis.

C. The Board recognizes that adequate texts, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires, and/or similar materials are tools of the teaching profession. The parties will confer annually for the purpose of improving the selection and use of such educational tools, and the Board shall undertake promptly to implement all joint decisions thereon made by its representatives and the Association. Elementary teachers shall be informed at the beginning of each year on the per student amount of money they have to spend on teaching materials, exclusive of bid orders.

For the purposes of this Article, the following definitions apply:

1. Adequate texts shall be defined to mean at least one textbook or digital license per student per subject.

2. Adequate texts shall be defined to mean those that are selected by the parties within the limits of the curriculum budget.

3. "Parties" shall be the teacher(s) and Administrator(s) appointed by the Superintendent from the specific department, area, or grade level involved in the use of the materials.

4. Selection of materials and methods used in instructional programs shall reflect professional planning and accountability.

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

available for professional use.

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

F. The Board and the Association pledge to seek to extend the advantages of public education to every student without regard to race, religion, sex, color, disability, national origin, sexual orientation, or gender identity and to seek to achieve full equality of educational opportunity for all students. The parties recognize the need for high quality education and that quality rests

with constructive input from the Board, Administration, faculty, and students of the District.

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

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

1. The teacher shall immediately notify the office when adverse conditions exist, describing the condition and location.

2. The Administration shall make reasonable effort to respond by sending a designated person or maintenance person to the room within one (1) hour to evaluate the severity of the problem.

3. If the adverse conditions are in violation of specific contract provisions then the administrator shall immediately move the class to another suitable room in the system.

4. If no suitable room is available, the Superintendent's Office shall be advised of the situation and arrangements shall be made to dismiss students, cancel classes, or move to another location.

5. Students and teachers shall not be expected to remain in the classroom or building while corrective measures are being taken unless the adverse conditions can be corrected within one (I) hour.

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

The District shall strive to maintain consistent room temperatures throughout each school building. Each room temperature setting shall fall between 67 and 73 degrees during the school day.

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

anticipate that telephones may not be functioning.

J. When the Board's designee cancels school district-wide for all students, teachers are not required to report to school. Teachers shall not lose any compensation under such circumstances.

K. The Board will leave Mondays month free of teachers' meetings so that the Association can hold meetings needed to conduct business (unless otherwise agreed).

L. Faculty meetings are not to exceed one and one-half (1½) hours in length. All faculty meetings (including departmental meetings) shall count towards the 5 hours.

M. By no later than the first day of school in a new school year, each Building Principal will prepare and distribute to building teachers a plan of procedure for those occasions when the Principal is away from the building.

ARTICLE 9: Vacancies and Room Moves

A. Vacancies will be filled as determined appropriate by the Superintendent.

B. A vacancy is defined as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence. A vacancy may result from the retirement, transfer, reassignment, or termination of present bargaining unit employees or by expansion of present programs or creation of new programs.

C. All bargaining unit employees shall have the opportunity to notify the Personnel Office, in writing, of their desire to make a voluntary transfer. This written notification must take place on or before the last day of the school year.

D. A teacher who has to pack up and move rooms within a building or from building to building will receive a stipend of two (2) days of substitute pay only if the room move is initiated by the Administration.

See also Appendix K.

ARTICLE 10: Transfers

A. Unrequested transfers may be necessary as determined by the Administration because of assignment or placement of program or classes, changes in student enrollment, changes in curriculum, or vacancies.

If an unrequested transfer is being considered, the teacher(s) affected may request a meeting with the Administration to discuss the transfer and request a clarification of the reason(s) for said transfer. The final decision concerning transfers in this section shall be with the Superintendent.

B. Any teacher wishing to transfer from his/her position within a building or from one building to another within the District must first make application to the Principal.

ARTICLE 11: Seniority and Qualifications

A. The seniority list shall be published and mailed or delivered to each bargaining unit employee by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of that same year; otherwise, the seniority list will be considered final for that school year.

B. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire, All bargaining unit employees shall be ranked on the list in the order of their first day of work, as defined above. In the circumstance of more than one individual having the same day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit employees so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit employees and Association Representatives to be in attendance.

C. All seniority is lost when employment is severed by resignation, retirement, discharge, or transfer to a non-bargaining unit position for more than one (1) year; however, until recall rights expire or are otherwise terminated by the bargaining unit member, seniority is retained (frozen) if severance of employment is due to layoff.

D. Seniority shall continue to accumulate when bargaining unit members are on approved unpaid leaves of absence of one (1) year or less, or for the full duration of any contractual leave of absence.

ARTICLE 12: Leaves of Absence

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

"Immediate family" includes parent, sibling, spouse, child, parent-in-law, son-in-law, daughter-in-law, grandparent, or any other member of the family or household who has clearly stood in the same relationship with the teacher as any of the above. This leave with pay shall be deducted from the accumulated leave of the teacher with the following exceptions:

1. Leave for death of spouse, parent, parent-in-law, grandparent, sibling, children, or sibling-in-law shall not be charged to accumulated sick days, providing such leave does not exceed five (5) days per occurrence.

2. Leave of up to two (2) days, if needed, shall be granted to attend the funeral of a niece, nephew, aunt, uncle, first cousin, or close personal friend and not be

deducted from the accumulated leave with pay of the teacher.

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

B. The Superintendent must be notified and arrangements made with the Building Principal for leave with pay. A teacher's accumulated leave day total shall be maintained in the District's absence tracking system.

1. Leave with pay of more than three (3) days may require that a doctor's certificate be presented to the Superintendent unless abuse is indicated.

C. Leave days are to be used for illness and for business that cannot be conducted outside the normal school hours. Leave days may be used for religious purposes. Leave days shall not be used for recreational or leisure activities, vacations, or for seeking other employment unless the teacher is being laid off.

1. Leave days shall be construed to include but not be limited to illness, attendance by a teacher at any teacher conference involving his/her child in kindergarten through 12th grade and shall further include attendance by a teacher at any academically-related program in which the teacher's child or children are directly involved in as participants.

2. Leave days, other than that for illness, must be taken in increments of not less than one-half(½) day, unless the time taken would not require the District to hire an outside substitute. Absences of less than a half-day(½) may only be taken if the teacher makes arrangements to have another bargaining unit employee cover the absence either with or without compensation. If the absence is of cost to the District, the individual will be deducted leave time. With either of the two options, prior notice shall be given to the Building Principal.

3. Teachers desiring to use leave days (paid or unpaid), other than that for illness, shall notify the Building Principal and the Superintendent in writing at least three (3) workdays in advance of the anticipated absence except for an emergency.

4. With the exception of days for illness, leave days may not be used to extend a school holiday or vacation, unless prior approval is granted by the Superintendent, whose decision is discretionary. Such leave may be without pay.

5. No more than ten percent (10%) of the teachers in any building may be absent for a pre-approved non-illness leave day, unless prior approval is granted by the Superintendent, whose decision is discretionary.

6. Except for approved leave days to extend a school holiday or vacation under 12.C.4. (which is to be unpaid), all other approved leave days shall indicate the period of absence, whether the leave is paid or unpaid, and whether the leave will be charged against the teacher's leave days.

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

E. Extended Medical Leave.

1. Any teacher who has been afflicted with extended personal medical condition may be granted a leave of absence up to one (1) year upon written application therefore. Such application must be accompanied by a physician's certification of recommendation supporting same. Such leave shall be without pay and without increment advancement. The Board may, at its expense, require a medical examination as a prerequisite to reinstatement after any such leave. A teacher on an unpaid leave who continues medical insurance benefits during that leave shall be invoiced for insurance premium co-pays as permitted by law. A teacher on an unpaid leave beyond the FMLA coverage period is not eligible to receive payment for a cash in lieu of insurance.

2. Consistent with its responsibility under the Family and Medical Leave Act ("FMLA"), the Board has adopted a leave policy that conforms to that law for certain leaves of absence. An eligible teacher may apply for FMLA leave as permitted by law and Board policy. Pursuant to the FMLA only, the eligible teacher may exercise the right to return to the position that the teacher occupied immediately before the beginning of the FMLA leave. All such leaves shall be cumulative with, and not in addition to, any other applicable leave (paid or unpaid) provided in this Agreement. FMLA leave shall be concurrent with other applicable leaves, including worker's compensation leave. The FMLA leave year shall be calculated on a rolling-backward basis, except for military caregiving leave which must be calculated on a rolling-forward basis by law. An eligible employee may take FMLA leave intermittently for serious health conditions, for the care of a family member with a serious health condition, and for military leaves. FMLA leave may not be taken intermittently for other reasons except as required by law.

3. The Board may extend the leave up to one (1) additional year.

4. The teacher shall notify the Superintendent or designee in writing by April 1 st of his/her intention to return to work.

F. Extended Unpaid Leave of Absence.

1. Any teacher may be granted an extended leave of absence without pay for up to one year in duration. A teacher may use accrued paid leave days during this absence. Any teacher who has been granted an extended leave of absence, with or without pay for up to one year in duration, will be returned to a bargaining unit

position for which he/she is certified and qualified to teach, and that was not subject to a reduction in force.

G. Sick Bank

1. Application Procedures

a. Secure an application form from the Association President.

b. Complete the application form with the physician's statement and his/her personal signature (not stamp).

c. Return the application form to the Association President.

d. Complete the above as quickly as possible as the Sick Bank Committee must be convened to act on the application and the Personnel and Payroll offices need time to process the application and make payment to the applicant.

e. Applicants must reapply by filling out a new form every thirty (30) calendar days. The form is the applicant's responsibility and necessary in order to receive continued benefits.

f. The use of the Sick Bank is a negotiated benefit for each employee and shall be administered by the Association. With this benefit comes the responsibility of the employee to send his/her physician's statement by the 25th of each month. Failure to comply with this procedure may interrupt or delay your pay schedule.

2. Sick Bank Policies and Procedures

a. Newly-hired bargaining unit employees shall contribute one (1) sick day from his/her own accumulation at the beginning of his/her initial year of employment. The maximum number of accumulated days in the Sick Bank is not to exceed two hundred thirty (230) at any time. The Association has the right to assess each member one additional day, if the Sick Bank falls below fifty (50) days in any given year. Bargaining unit employees will be notified if any additional assessment is necessary. Membership in the Sick Bank is not voluntary. All bargaining unit employees must contribute to the Bank.

b. No Sick Bank days shall be used until an application form is completed and approved by the Association's Sick Bank Committee according to the written "Application Procedures" above. If an employee is incapable of completing the form, a spouse, friend, or representative should submit the application form to the Committee according to the written "Application Procedures" above.

c. The Committee reserves the right to require sufficient medical evidence and/or updated documentation to substantiate an illness, injury, or regular treatment for a serious health condition requiring the use of days from the Sick Bank and absence from work. The Committee shall not discriminate against an applicant based on any protected status or protected activity.

d. Requests for an extension of the original days granted must be submitted to the Committee ten (10) calendar days prior to the expiration of the grant for re-evaluation with sufficient medical evidence and/or documentation to substantiate the need for additional days.

e. The Committee reserves the right to deny use of Sick Bank days, but any such denial shall he for reasonable and just cause.

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

1. Sick Bank Committee - First appeal level
2. Association Executive Board - Second appeal level

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

f. The Sick Bank days can only be used to carry the employee through a maximum of thirty-five (35) days disability or the date at which the employee is eligible for Long-Term Disability (LTD) Insurance coverage as provided in this agreement, whichever occurs first. In no case can Sick Bank days be granted for more than thirty-five (35) days per school calendar year.

g. Separate application forms are required for LTD, Retirement, Social Security, and Workers' Compensation benefits. It is the responsibility of the employee to make these separate applications. Employees are sometimes eligible for disability benefits from Workers' Compensation Insurance. If an employee applies for Workers' Compensation Insurance, he/she would not be eligible to draw from the Sick Bank while the case is pending.

Employees are sometimes eligible for disability benefits from the LTD Insurance, Retirement Board, Social Security Fund, and Workers' Compensation Insurance. The addresses and phone numbers of these sources are available from the Human Resources Department. The responsibility to request this information rests with the employee or his/her representative.

h. Employees may seek advice from the Association Sick Bank Committee as to Sick Bank procedures, policies, and benefits; LTD, Retirement, Social Security, and Workers' Compensation procedures and benefits and advantages of taking unpaid sick leave or retiring.

i. Employees cannot draw Sick Bank days during the summer recess (June, July,

and August) or periods when regular school is not in session, unless the employee would have normally been employed as a teacher during this period on an involuntary basis. This means that if an employee is required to work during the summer for the District, then the employee shall be eligible for use of Sick Bank days upon approval by the Sick Bank Committee.

j. An employee must use his/her own sick days before he/she is eligible for Sick Bank days.

k. The required five (5) consecutive workday waiting period shall apply to any one (1) disability. Only one (1) waiting period of five (5) consecutive work days shall be required for each disability.

l. A maximum of thirty-five (35) days may be used from the Sick Bank for any illness per school year per school calendar.

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

m. The Committee reserves the right to require substantiation of regular treatment for the disability.

n. Sick Bank days can only be used commencing five (5) work days after the first teacher report day of school.

o. To be eligible for use of Sick Bank days, an employee and his/her physician shall certify, in writing, that he/she could not have the medical treatment or operation during the summer or just before the end of school. That is, the employee shall postpone all treatment to non-work periods whenever possible, especially elective surgery.

3. Sick Bank Committee Structure. Policies. and Procedures

a. The Sick Bank Committee shall consist of at least three (3) but not more than five (5) bargaining unit employees appointed by the Association President and a non-voting Administrative representative. Adoption of Policies and Procedures shall be by a majority vote of the Committee present.

b. Approval or denial of requested days from the Sick Bank shall be by majority vote of those Committee members present.

c. Robert's Rules of Order, Newly Revised, may be invoked by any member of the Committee for the conduct of committee business.

d. The Association Executive Board must ratify any Committee approved procedures.

e. The Committee Policies and Procedures shall be given to each employee represented by the Association at least once a year and additional copies shall

be available from the Association office upon request of employees.

f. Records shall be kept of all Committee meetings and decisions with copies at both the Association office and District Personnel office.

g. Any Committee member, including the administrative representative, can call a Committee meeting after advance notice of twenty-four (24) hours to all Committee members.

h. The Committee shall report quarterly to the Association Executive Committee and Association Executive Board on the number of Sick Bank days used, the status of the Sick Bank, and any other relevant information.

i. The Sick Bank Committee may assess each bargaining unit employee a maximum of one (1) additional day, if all the Sick Bank days are depleted or it appears they will be. The days may be assessed against the following year, if necessary, to avoid teachers losing pay during the current year due to a late assessment.

j. The Sick Bank Policies and Procedures shall be reviewed for possible revision annually.

ARTICLE 13: Parental Leave

A. The District will provide ten (10) days of paid parental leave after the birth or adoption of a child to all eligible employees.

1. Definition:

   a. Parental leave – Can be taken connected to the birth of an employee's child or the placement of an adopted child within an employee's home.

   b. Eligible employee – an employee who has been employed by the district for at least six (6) months and is classified as full time.

2. The employee must also meet one of the following criteria:

   a. Have given birth to a child.

   b. Be a spouse or domestic partner of a woman who has given birth to a child.

   c. Have adopted a child who is 13 years or younger.

3. The fact that multiple births or adoptions occur does not increase the length of parental leave.

4. An eligible employee shall notify their supervisor of the need for parental leave and include the estimated timing and duration of such leave at least sixty (60) calendar

days in advance of the need for parental leave where practical. The employee shall be eligible to return from parental leave upon filing a physician's statement.

5. Parental leave shall start immediately after the birth or adoption of a child. Parental leave runs concurrent with FMLA leave.

B. Paternal leave without pay is available to all eligible employees. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. When sick leave is not utilized, fringe benefits shall continue up to thirty (30) days without cost to the employee subject to applicable FMLA requirements. Thereafter, the employee shall assume the cost of fringe benefits.

C. In addition to the above provisions for unpaid maternity leave, a pregnant employee shall have the right, if she so desires, to receive accumulated sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood that this eligibility status shall not include normal child care. The following provisions which are consistent with other **like** paid leaves shall apply:

1. The pregnant employee is expected to perform all normal and reasonable duties required by her teaching assignment.

2. For all sick leave days claimed the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her professional responsibilities.

3. The employee and the Superintendent shall clarify in writing the status of her teaching position per the FMLA before the beginning of the leave.

ARTICLE 14: Notice of Resignation/Retirement

A. Written resignations must be given to the Board office not later than March 1 of the year in which the teacher wishes to resign. If a teacher submits the written resignation by March 1, the teacher will be paid One Thousand Dollars ($1,000). This notice may be waived due to extenuating or unusual circumstances which prevented the person making the decision before the March 1 deadline. If an employment incentive is offered after the March 1st deadline, anyone who has previously submitted an intention to retire/resign remains eligible for full payment minus the One Thousand Dollars ($1,000) already received.

ARTICLE 15: Personnel File

A personnel file shall be established for each teacher and upon request the file may be reviewed by the teacher. The personnel file shall contain these items of information:

1. A transcript of academic records
2. Teacher's certificate
3. Signed evaluation reports
4. Tenure recommendations

5. Any letter of reprimand issued to the teacher by the building administrator or Superintendent
6. Employment contracts
7. Layoff and recall notices

ARTICLE 16: Protection of Teachers

A. Since the teacher's authority and effectiveness in their classroom is undermined when learners **students** discover that there is insufficient administrative backing and support of the teacher, the parties recognize their responsibility to give all reasonable support and assistance to teachers as to the maintenance of control and discipline in the classroom. The parties further recognize that beyond the scope of mainstreaming principles, a teacher may not fairly be expected to assume the role of a teacher for emotionally impaired students.

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

B. Any case of assault (physical and/or verbal, civil and/or criminal) on a teacher shall be promptly reported to the Board or its designated representative. If the alleged assault is job-related, the Board will provide legal counsel to advise the teacher of his/her rights and obligations as to such assault and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, provided that the teacher has followed the measures prescribed by this Agreement and the written Board Policies and the law.

C. The Employer shall reimburse any bargaining unit employee for damages to or destruction or loss of the bargaining unit employee's vehicle, clothing and/or personal items, provided such damage, destruction or loss was caused by a student and occurred on school premises or while on a school-sponsored activity and was not occasioned by the negligence of the bargaining unit employee.

D. Time lost by a teacher in connection with any incident mentioned in this Article shall be paid at his/her regular contracted rate.

E. Teachers shall be expected to exercise reasonable care as to the safety of students and property and will be cautioned that they may be individually liable to students and/or parents.

F. It is understood that a teacher exercising sound professional judgment in recommending the retention of a student may be supported by the Administration.

ARTICLE 17: Calendar

A. Snow days and required student instruction time and professional development time shall be made up in accordance with State law. If there are changes by the State, then the changes shall be given immediate effect. However, the Board reserves the right to make up all days cancelled due to conditions beyond the control of the District if student instructional days drop below 180 **and result in a state aid reduction for the District.**

B. The Board and the Association shall mutually agree on a District calendar which shall be consistent with mandates of the State law and which shall determine the appropriate number of hours for Student Instructional Days and Professional Development Days to qualify for the maximum state school aid allocation. Each school calendar shall be negotiated regardless of the duration of this Agreement.

C. Building calendars and the District-wide school calendar will be posted in all school buildings.

ARTICLE 18: Professional Grievance Procedure

A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

B. **Level One**

In the event of a grievance, the allegedly aggrieved party shall file with the Building Principal (or immediate Supervisor) the Grievance Form **(Appendix "A")** within ten (10) school days of the occurrence, or knowledge of the occurrence, indicating the exact nature of the grievance and the date that the grievance occurred. This form, which is available from the Association Representatives in each building, shall be signed by the grievant and/or the Association Representative. The Building Principal shall then present the aggrieved party with a signed and dated acknowledgment of the receipt of the grievance.

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

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

C. **Level Two**

If, as a result of the disposition of the Building Principal, a grievance still exists, the aggrieved party may appeal to the Superintendent within five (5) school days after receipt of the Building Principal's disposition, or if no disposition has been made within five (5) school days of the meeting (or ten (10) school days from date of filing whichever shall be

later) through the Association on the form set forth in Appendix A. A copy of the signed grievance form shall be delivered to the Superintendent or a representative designated by him. If the grievance involves more than one school building, the same procedure shall be followed.

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

E. **Level Three**

If the grievance is not resolved at Level Two, or if no written response is made within five (5) school days of such meeting (or ten (10) school days from the date of filing, whichever is later), the grievance will be submitted to the Michigan Employment Relations Commission ("MERC") for mediation. A copy of the filing will be provided to the Superintendent by the Association. If satisfactory resolution is achieved through mediation, the resolution shall be final and binding upon the parties. If no satisfactory resolution can be reached, each side will terminate mediation through written notification to the other party.

F. **Level Four**

If the Association is not satisfied with disposition of the grievance at mediation, the grievance may be submitted to binding arbitration before an impartial arbitrator. Only the Association, not an individual grievant, may appeal to arbitration. The decision to submit the grievance to arbitration must be made within ten (10) school days after the mediation meeting . If the parties cannot agree as to the arbitrator within five (5) school days from the notification date to the Board that arbitration will be pursued, within five (5) school days thereafter the Association shall file a demand for arbitration with the American Arbitration Association with a copy to the Superintendent.

1. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which along with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq., shall likewise govern the arbitration proceeding.
2. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party.

Both parties and the employee agree to be bound by the award of the arbitrator, unless the arbitrator violated his/her authority to hear the case.

3. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.

4. Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance filed after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

Authority of the Arbitrator

1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

2. The arbitrator shall not imply obligations and conditions binding on the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

3. The arbitrator shall have no power to decide any question which under this Agreement is within the responsibility of management to decide or which encompasses a prohibited bargaining subject.

4. In rendering a decision, the arbitrator shall give due regard to the responsibility of management and shall construe the Agreement so that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

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

G. If the person is found to have been improperly deprived of any professional compensation, the same or its equivalent in money shall be paid to the person. The nonrenewal of a probationary teacher: the nonrenewal of employment of a person in an extra-duty assignment; and the content of evaluations shall not be arbitrable except as required by the Revised School Code. As to any grievance brought by, or on behalf of, a probationary employee, which involved work performance, the grievant and/or Association, shall bear the burden of proof in any arbitration proceeding involving said grievance.

H. This Article's time limits shall be strictly observed but may be extended by written agreement of the parties. Any grievance not timely appealed to the next step of the grievance procedure shall be considered closed. If the Board fails at its level to answer the grievance in writing in the stated time period, except as provided in this Article, the grievance may be advanced to the next step. If the Association or a teacher fails to appeal any reply to a grievance within the stated time period, the grievance shall be considered closed in accordance with the Board's answer. The Association or a teacher reserves the right to decline to take any grievance to the next step of the grievance procedure and its action or actions in doing so shall thus be considered final and binding on all parties to the grievance.

I. The Association shall have the right to initiate a grievance involving the right of a teacher or a group of teachers.

ARTICLE 19: Miscellaneous Provisions

A. This Agreement shall supersede any rules, regulations, or practices or inconsistent terms contained in any individual contract in effect. All future individual teacher contracts shall

be made expressly subject to the terms of this Agreement.

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

C. In grades K-12, there will be two (2) parent-teacher conference periods established, in which any parents may participate, but in which all parents of students failed or recommended for retention by the teacher must be contacted and a conference scheduled if possible.

D. Fall conferences will be held during one (I) afternoon and two (2) evenings and will be scheduled according to the negotiated District calendar.

Spring conferences will be held during one (I) afternoon and two (2) evenings. Y5-12 shall receive one (1) one half (1/2) day of release time in the spring in exchange for attending the scheduled parent-teacher conferences.

E. Staff meetings (grades Y5-12) shall not be scheduled on Records Day unless by mutual agreement. The provisions of this Agreement and the wages, hours, terms, and conditions of employment described herein shall be applied without regard to race, religion, color, disability, national origin, age, sex, marital status, or membership in or association with the activities of any employee organization.

F. Teachers shall wear appropriate professional attire while on duty and working for the District.

G. An emergency financial manager appointed under the Local Financial Stability and Choice Act, shall have the authority to reject, modify, or terminate the Agreement as provided in that Act.

H. The Association hereby agrees that no bargaining unit member shall engage in any strike, work stoppage, or any other withholding of services. The Association also agrees that neither it nor any of its officers nor agents will call, initiate, or participate in any strike or work stoppage or withholding of services.

I. For tenured teachers, consistent with the Teachers' Tenure Act, the parties subscribe to the concept of progressive discipline as required by law. Disciplinary measures should include remedial training where appropriate. The district reserves the right to apply a disciplinary measure consistent with the severity of the infraction. Probationary teachers cannot grieve discipline. Discipline will be in writing and place in an individual's personnel file.

J. Any specific complaint, which warrant investigation, toward a teacher shall be called to the teacher's attention and the complainant identified and the complaint specified. This term does not apply to the disclosure of student identity.

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

ARTICLE 21: Department Chairperson

A. The teachers in any of the following departments at the Middle School (grades 5-8) and High School (grades 9-12) levels shall nominate a department chairperson: English Language Arts, Mathematics, Social Studies, Science, and Special Education. This chairperson shall be selected by mutual agreement of the members in the department and Building Principal. Pay for these positions will be addressed in Schedule B.

B. The teachers in any of the following departments at the Elementary levels (Y5-4) shall nominate a department chairperson for each grade level at each building. This chairperson shall be selected by mutual agreement of the teachers in the Y5-4 program and Building Principals. Pay for these positions will be addressed in Schedule B.

ARTICLE 22: Mentor Teacher Program

A. The mentor teacher shall be a current or retired bargaining unit employee or associated with the District as a certified teacher/counselor.

B. Mentor teachers will be provided to each classroom teacher as required by law. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentoring program is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.

C. The mentor teachers must also be tenured, required to undertake training in mentoring, and not currently on an improvement plan. Mentor teachers will be provided with training, which shall be completed by the start of the school year.

D. All teachers meeting the above requirements may apply in writing to the Superintendent or designee by the end of the school year to be a mentor for the following year. A Joint Committee of Administrators and bargaining unit employees will review the applications and award mentor teacher status to all eligible applicants, as determined by the committee.

The Committee will be composed of four (4) bargaining unit employees appointed by the Association President and three (3) administrative representatives appointed by the Superintendent.

E. The Joint Committee shall assign each mentee a mentor for a period of up to three (3) years. A teacher hired after the beginning of the school year shall be assigned a mentor before the 15th work day. Either the mentor or mentee may sever the relationship without explanation.

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

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

F. Because the purpose of the mentor/mentee match is to acclimate the new teacher and to provide necessary assistance toward the end of quality instruction, the parties agree that the relationship shall be confidential.

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

1. Demonstrate effective instructional techniques to the mentee.
2. Interact a minimum of 5-10 times per month with the mentee to provide assistance in the following areas:

    a. Curriculum and instructional strategies
    b. Organizational skills
    c. Classroom organization and management techniques
    d. Diagnosing student needs and differences
    e. Assessing student progress
    f. School culture
    g. Record keeping
    h. Assessing mentee's needs
    i. Legal issues affecting classroom practice
    j. Parent/guardian and teacher interaction

H. Mentors and mentees may be allowed up to four (4), one-half (1/2) days per year for release time, as scheduled by mutual agreement of the affected teachers and Administrators. The Administration will provide a substitute during that time. Whenever practical, the mentee shall be assigned common preparation time.

I. The Joint Committee will not normally approve a split mentorship (two mentors for one teacher) but may do so when unique circumstances warrant it. In such cases, the dual mentors shall split the remuneration equally unless otherwise agreed to by the mentors

and approved by the Joint Committee.

ARTICLE 23: Salary Schedule

A. For the 2024-25 school year, bargaining unit members will receive steps, lanes and a 4% increase to the scale. TEA members on steps A, B, or C will begin on Step D. For the 2025-26 school year, bargaining unit members will receive steps and lanes only. There will be no increase to the scale. For the 2026-27 school year, there will be a financial reopener, with all wages including steps and lanes to be negotiated. If there is a material change by the State in the method of financing schools over the life of this Agreement, then the parties will re-open Schedule A for the purpose of renegotiations.

B. Former teachers returning to teach in the District shall receive full credit for years of service in Tecumseh and for outside experience up to the maximums six years

C. Teachers may elect to receive their salaries spread over twenty-one (21) or twenty-six (26) pays. Teachers must exercise their option of receiving their salary in twenty-one (21) pays by executing the proper form in the payroll office no later than June 15. Once the option has been exercised, teachers shall not be permitted to revoke the exercise of their option for that contract year.

D. If a laid-off teacher is hired to fill a temporary vacancy created by a teacher on an authorized leave, then the teacher shall be paid in accordance with his/her position on the teacher's individual wage base.

E. On days when a part-time instructor is assigned a full day of work, the instructor shall be compensated on a pro-rata basis for the additional time.

F. Each bargaining unit employee will be placed on the Salary Schedule as outlined below.

G. A bargaining unit employee who earns a lane change shall move to the appropriate lane upon submission of the degree or transcript to the Superintendent or designee. For a lane change earned during the contract year, payment shall be pro-rated for that contract year, effective as of the submission date to the Superintendent.

H. The Superintendent or designee may place a new hire (excluding new graduates) on any step on the Salary Schedule up to and including Step L, but must place the new hire in the appropriate lane. New graduates may be placed up to and including Step D.

I. **Each employee shall be placed in the appropriate lane using current college transcripts/degrees on file with the Human Resources Department.** If **updated transcripts/degrees are not available, the employee must provide these documents to Human Resources by 3:00 pm on September 1 of each new contract year to ensure correct lane placement is made before the start of that respective school year.**

TEACHER SALARY 2024-2025 (4.0% raise from 23/24)				
STEP	**BA**	**MA/BA+35**	**MA+15**	**MA+35/DBMA**
A	**$41,375**	**$45,737**	**$47,918**	**$50,099**
B	**$43,556**	**$47,918**	**$50,099**	**$52,279**
C	**$45,737**	**$50,099**	**$52,279**	**$54,461**
D	**$47,918**	**$52,279**	**$54,461**	**$56,640**
E	**$50,099**	**$54,461**	**$56,640**	**$58,821**
F	**$52,279**	**$56,640**	**$58,821**	**$61,003**
G	**$54,461**	**$58,821**	**$61,003**	**$63,183**
H	**$56,640**	**$61,003**	**$63,183**	**$65,364**
I	**$58,821**	**$63,183**	**$65,364**	**$67,546**
J	**$61,003**	**$65,364**	**$67,546**	**$69,726**
K	**$63,183**	**$67,546**	**$69,726**	**$71,907**
L	**$65,364**	**$69,726**	**$71,907**	**$74,088**
M	**$67,546**	**$71,907**	**$74,088**	**$76,268**
N	**$69,726**	**$74,088**	**$76,268**	**$78,449**
O	**$71,907**	**$76,268**	**$78,449**	**$80,630**
P	**$72,861**	**$77,223**	**$79,404**	**$81,585**
Q	**$73,817**	**$78,178**	**$80,359**	**$82,540**
R	**$74,772**	**$79,133**	**$81,314**	**$83,494**
S	**$75,727**	**$80,087**	**$82,269**	**$84,449**
T	**$76,681**	**$81,042**	**$83,224**	**$85,404**
U	**$77,636**	**$81,998**	**$84,179**	**$86,358**
V	**$79,068**	**$83,430**	**$85,611**	**$87,791**

ARTICLE 24: Benefits

A. The Board of Education agrees to furnish to all eligible employees Option 1 or Option 2, per section B of this article, under the Lenawee/Hillside County Health Consortium A. Unless otherwise required by law, including the Patient Protection and Affordable Care Act, an Employee shall be considered eligible if the Employee works at Tecumseh Public Schools full-

time. Board contributions shall be pro-rated for part-time for working at least one-half time (.5 or greater FTE). If eligible, employees shall receive insurance during the summer months, so long as the Employee pays their potion of the medical benefit plan costs and other insurance premiums/costs.

Tecumseh Public Schools will annually distribute through district email the medical and ancillary benefit highlights, including dental insurance programs, term life insurance programs, visions insurance programs, and long-term disability programs identified in the Lenawee/Hillsdale County Health Consortium A.

All insurance coverages are based upon the Consortium A plans and contingent on Consortium A rates. Should Tecumseh Public Schools leave the consortium, insurance coverages and employee cost shares will continue as listed below unless a different agreement is negotiated.

B. For the 2024-2025 calendar year, the District shall contribute the following amounts toward insurance on a monthly basis:

1. Single Subscriber: $641.90 per month
2. Two-Person Subscriber: $1,342.42 per month
3. Full-Family Subscriber: $1,750.65 per month

For subsequent calendar years, the contribution shall increase to the maximum amount allowed by the state hard caps; if no hard caps exist, the contribution shall increase by the percentage increase in insurance costs from the previous year, up to 3%. This adjustment shall not continue beyond the expiration of the collective bargaining agreement. Any annual premium cost in excess of those amounts for the respective coverage shall be recovered through the employee's payroll deduction. Nothing in this paragraph waives the right of either party to negotiate the health insurance carrier for subsequent collective bargaining agreements.

Option 1 – Medical, Vision, Dental, Life, LTD – Full Family, Two-Person, or Single Coverage

1. The Board will provide, selected by the member during open enrollment, any of the four (4) MESSA plans included in the Lenawee/Hillsdale County Health Consortium.
2. For the Delta Dental coverage – Tecumseh Public Schools will pay the premium for each bargaining unit member enrolled in Option 1 as defined by Lenawee/Hillsdale County Health Consortium A.
3. MESSA term life insurance as defined by the Consortium plan. Tecumseh Public Schools will pay the premium for each bargaining unit member enrolled in Plan A.
4. Vision Service Plan (VSP) – The Vision plan shall be defined by the Lenawee/Hillsdale

County Health Consortium A. Tecumseh Public Schools will pay the premium for each bargaining unit member enrolled in Lenawee/Hillsdale County Health Consortium A.

5. Long Term Disability. The Board agrees to provide to all Employees an insured income continuation plan for disability extending beyond the Employee's accumulated sick leave. The income continuation plan and insurance carrier are as set forth in the Lenawee/Hillsdale County Health Consortium A as mutually agreed upon. For long term disability insurance, Tecumseh Public Schools will pay the premium for each bargaining unit member.

Option 2 – Cash-in-Lieu Option

a. Employees may elect to not participate in the group health insurance Plan A as described in E.2 above.

1. Alternatively, Option 2 may be chosen and is as follows: The Board will pay a cash in lieu benefit for those employees declining medical insurance in the Lenawee/Hillsdale County Health Consortium A. Employees who choose to receive the cash-in-lieu must first show proof of alternative minimum essential medical coverage outside of the Health Insurance Marketplace per the Affordable Care Act.
2. For those employees declining participation in Option 2, the Board will pay $450 per month as a cash option.
3. For the Delta Dental coverage, Tecumseh Public Schools will pay the premium for each bargaining unit member enrolled in Option 2 as defined by the Lenawee/Hillsdale County Health Consortium A.
4. MESSA term life insurance as defined by the Lenawee/Hillsdale County Health Consortium A. Tecumseh Public Schools will pay the premium for each bargaining unit member enrolled in Option 2.
5. Vision Service Plan (VSP)—The Vision plan as defined by the Lenawee/Hillsdale County Health Consortium A Tecumseh Public Schools will pay the premium for each bargaining unit member enrolled in Option 2.
6. The amount of the cash-in-lieu payment received may be applied by the employee to a tax deferred annuity. To elect a tax-deferred annuity, the employee shall enter into a salary reduction agreement.
7. All costs relating to the implementation and administration of the Section 125 program shall be borne by the employer.
8. Leave with or without pay shall be granted according to the stipulations specified in appropriate sections of this Agreement. All full-time contracted teachers shall be credited with twelve (12) leave days at the beginning of each successive school year. Teachers who are contracted on a part-time basis shall be credited with leave days on a pro-rata basis.

D. Contracted teachers who possess an excess of ninety (90) days of accumulated leave at the end of any school year shall be reimbursed at the rate of the total dollar amount paid for a substitute daily rate for each day or fraction thereof in excess of ninety (90) days accumulated leave. During the month of May annually, the district shall notify the association of the total dollar amount that will be paid for each day a substitute is required.

E. A teacher may elect to draw Long-Term Disability benefits as soon as ninety (90) calendar days have passed or his/her leave days have been exhausted, whichever is greater.

F. Teachers who resign after 15 years, are subject to a reduction in force, or retire from the District shall receive Fifty Dollars ($50.00) for each unused leave day to be paid through payroll or in an annuity of their choice in a Board-approved program.

G. Teachers with class loads of five (5) periods per week more than the normal teaching loads as specified in Article 6.F. of this Agreement shall receive twenty-five percent (25%) of the BA, Step 1.

H. Teachers may not "borrow" leave with pay days which have yet to be earned. A teacher may voluntarily contribute day(s) to a specific teacher as long as the contributing teacher maintains at least forty (40) days of accumulated personal leave time in their own personal leave bank, and the donation is not based and does not relate to an unlawful purpose. Donated days may only be used for immediate family. Immediate family for purposes of this section shall be defined as a spouse, significant other, son or daughter, step-child, parent, step-parent, grandparent, parent-in-law, or anyone with whom the employee has or did have a guardian or foster-parent relationship. Documentation of transferred days shall be submitted to both Human Resources and the Tecumseh Education Executive Team. The donation may not violate prohibitions against unlawful discrimination or retaliation.

I. The District shall provide teachers an appropriate form for teachers to complete for record keeping purposes for plan time compensation. See **Appendix "B".**

The codes used on paychecks shall be available upon reasonable request.

J. The Internal Revenue Code Section 414(h) (2) permits Employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, teachers may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or (2) purchase permissive service credit (such as Universal Service credit, maternity/paternity/child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.).

K. To permit tax deferral for these additional employee contribution amounts, the Employer shall adopt the payroll resolution attached to this Agreement as **Appendix "C"** and implement the salary reduction (payroll authorization) agreement attached to this Agreement as **Appendix "D"** for any teacher willing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest). The teacher that wishes to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of **Appendix "D."** The teacher shall not have the option of choosing to receive the amounts directly instead of having the designated amounts paid by the Employer to MPSERS.

ARTICLE 25: Extended Professional Services

Every effort shall be made to fill these Extended Professional Services with Tecumseh School District Employees.

Unless otherwise identified, stipends are a percentage of **BA minimum** and positions may be eliminated due to financial constraints and as approved by the Board.

High School Band Services	8%
High School Marching Band Services	**4%**
Middle School Band Services	4%
High School Band Assistant	3%
Band Camp	$600.00
High School Choir Services	8%
High School Assistant Choir Services	3%

Middle School Choir Services	4%
High School Orchestra Services	8%
Middle School Orchestra Services	4%
Art Services	4%
Class Sponsors	
Grades	
9-10	6%
11	6%
12	6%
High School Orchestra Assistant	3%

All class sponsors will be released from teaching the day of homecoming parade day, if the parade is held during the school day.

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

Advanced Placement Teachers	$1,500 per course taught
Guidance Director	6%
Counselor Extra Days	Pro-ration of the Counselor's salary on a per diem basis
Student Council Director - MS	2%
Student Council Director - HS	4%
Washington D.C. Coordinator	4%
Yearbook	
High School	3.5%
Middle School	3.5%
Extra Classes during conference	25%
School Improvement	1% (no more than three (3) per building, each
receiving 1%)	
Chairperson of Department	3%
Accreditation Chair	8.5%
Mentors	3% first year as a mentor
	2% second year as a mentor
	2% third year as a third year.
Substituting	40.00 (per hour)
Summer School	40.00 (per hour)
Mileage (Article 8(B)(4))	IRS rate

Extended Professional Services for those items not specifically negotiated beyond a standard allowance of the Five hours at $40.00 per hour.

EXTRA CURRICULAR

(The listed percentage below may be shared if there is more than one advisor per listed activity. Additional clubs shall be discussed with he Association before implementation and approved by the Superintendent and/or designee. The compensation rate for additional activities shall be negotiated by the Superintendent and the Association, before its implementation.

GRADES Y5-4

Safety Patrol	2%
Robotics	2%
Science Olympiad	2%
Art	2%
Lego	2%
Spelling Bee	.75%
Y5-3 Testing	2%

GRADES5-8

Science Olympiad	2%
Robotics	2%
Quiz Bowl	2%
Equations	2%
Spelling Bee	.75%
Chess	2%
Art	2%
Builders Club	2%
Sources of Strength	2%
Ed Rising	2%
MS Testing Coordinator	2%

GRADES 9-12

Debate Club	2%
Science Olympiad	2%
Robotics	2%
Quiz Bowl	2%
Equations	2%
Chess Club	2%
Art/National Art Honor Society	2%
National Honor Society	4%
Link Crew per advisor (Limit 3)	2%
SADD	2%
Key Club	2%
Varsity Club	2%
GSA	2%
Foreign Language Club	2%
Sources of Strength	2%

Book Club	2%
	2%
Color Guard	2%
Ed Rising	2%
HS Testing Coordinator	2%
AP Testing Coordinator	2%

Strength & Conditioning Coordinator	**$5,000.00/year**
Reproductive Health Coordinator	**$500.00/year**
MME Coordinator	**2%**

SPORTS

Unless otherwise identified, stipends are a percentage of BA **Minimum.**

High School		
Varsity Football	14.4%	Extra Years
Varsity Football Assistant	9.65%	0 - 1
Junior Varsity Football	8%	1 - 1.1
Freshman Football	8%	2 - 1.2
		3 - 1.3
Varsity Boys Basketball	14.4%	4 - 1.4
Varsity Boys Basketball Assistant	8%	5 - 1.5
Junior Varsity Boys Basketball	9.65%	
Girls Varsity Basketball	14.4%	
Varsity Girls Basketball Assistant	8%	
Girls Junior Varsity Basketball	9.65%	
Freshman Boys Basketball	8%	
Freshman Girls Basketball	8%	
Wrestling	14.4%	
Wrestling Assistant	9.65%	
Boys Bowling	9%	
Girls Bowling	9%	
Boys Junior Varsity Bowling	7%	
Girls Junior Varsity Bowling	7%	
Boys Track	10%	
Boys Track Assistant	7%	
Girls Track	10%	
Girls Track Assistant	7%	
Varsity Softball	10%	
Varsity Softball Assistant	4.4%	
Junior Varsity Softball	7%	
Freshman Softball	7%	
Varsity Baseball	IO%	
Varsity Baseball Assistant	4.4%	

Junior Varsity Baseball	7%
Freshman Baseball	7%
Varsity Volleyball	14.4%
Junior Varsity Volleyball	9.65%
Freshman Volleyball	8%
Gymnastics	9%
Cross Country	8%
E-Sports	4%

Boys Tennis	8%
Girls Tennis	8%
Boys Golf	8%
Girls Golf	8%
Boys Lacrosse	10%
Girls Lacrosse	10%
Boys Junior Varsity Lacrosse	7%
Girls Junior Varsity Lacrosse	7%
	4%
Sideline Cheerleaders	
Sideline Cheerleaders Assistant	3%
Competitive Cheerleaders	4%
CompetitiveCheerleaders Assistant	3%
Boys Swimming	10%
Girls Swimming	10%
Boys Swimming Assistant	7%
Girls Swimming Assistant	7%
Boys Varsity Soccer	10%
Girls Varsity Soccer	10%
Boys Junior Varsity Soccer	7%
Girls Junior Varsity Soccer	7%
Middle School	
Boys Middle School Football (2)	5% per team
Boys Middle School Basketball	5% per team
Girls Middle School Basketball	5% per team
Boys Middle School Track (2)	5%
Girls Middle School Track (2)	5%
Boys and Girls Cross Country	5%
Girls Middle School Volleyball	5% per team
Wrestling Middle School (2)	5%
Boys & Girls Middle School Swimming	5%
Boys & Girls Middle School Assistant Swimming (2)	4%
Girls Middle School Softball	5%

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

Board of Education.

ARTICLE 26: Duration of Agreement

A. All Articles in this Agreement shall be effective as of July 1, 2024, and shall continue in effect through June 30, 2027.

B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire at midnight on June 30, 2027.

Joseph L. Chase

Joseph Chase, President of the Association

Chairperson of the Association Negotiation Committee

Tony Rebottaro, President of the TPS Board of Education

Matt Hilton, Chairperson of the Board Negotiation Committee

APPENDIX A
LCEA/TEA Grievance Report Form

Grievance#_ _ _ _ _

Form Distribution:
1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in Duplicate:

Name of Grievant	Building	Assignment	Date Filed with Principal

LEVEL ONE:

A. Date cause of grievance occurred:_____

B. 1. Statement of grievance:

_____
_____
_____
_____
_____
_____
_____

2. Specific Article(s) and Section(s)violated:_____

_____
_____
_____

3. Relief sought:

_____
_____
_____

Signature of Grievant:_____ Date:_ _ _ _ _ _

Signature of Association Representative:_____ Date:_____

C. Date received by Principal:_____

Signature of Principal:_____ Date:_____

D. Date of meeting:_____

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

_____

_____

_____

_____

_____

_____

Signature of Principal:_____ Date:_____

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

_____

_____

_____

_____

_____

_____

Signature of Grievant: _____ Date:_____

Association position as to Principal's disposition: ___Approval __ Disapproval

Signature of Association Representative:_____ Date:_____

LEVEL TWO:

A. Date received by Superintendent: _____

Signature of Superintendent:_____ Date:_____

B. Date of meeting:_____

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

Signature of Superintendent:_____ Date:_____

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

Signature of Grievant:_____ Date:_____

Association position as to Superintendent's disposition: ___Approval__ Disapproval

Signature of Association Representative: _____ Date:_____

LEVEL THREE:

A. Date sent to MERC:_____

Signature of Association Representative:_____ Date:_____

B. Date of Mediation meeting:_____

C. Disposition at Mediation: (if settled, memorialize terms of agreement)

Signature of Board Representative:_____ Date:_____

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

APPENDIX B

Tecumseh Employee Planning/Compensation Time Pre-Approval Form

Employee Name: _____

Work Location/Position: _____

Block or Period: _____

Date and time worked beyond regular hours: _____

Teacher subbed for: _____

Pre-approval for use of compensation is required.

_____ _____
Signature of Employee Date

_____ _____
Signature of Building Administrator Date

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

APPENDIXC
Payroll Resolution
(Pursuant to Article 25 of the Master Agreement)

WHEREAS, Internal Revenue Code (IRC) Section 41 4(h)(2) permits Employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

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

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

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

This resolution shall have an effective date of_____,20__.

REPORTING UNIT NAME:_____(School District)

REPORTING UNIT NUMBER:_____

Approved by the Governing Board (School Board)

Date:_____,20__

Secretary of the Governing Board (School Board)

SIGNATURE:_____ Date:_____

APPENDIXD

Election of Retirement and Universal Service Credit Benefits Under Article 25

ADDITIONAL RETIREMENT CONTRIBUTIONS PAYROLL AUTHORIZATION

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

I understand that my Employer has adopted a resolution under the "pick-up" tax deferral provisions of Internal Revenue Code (IRC) Section 41 4(h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The Employer resolution (and this agreement) shall take effect_____, (today's date)

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

0. Deductions are to be made from my salary, for a total of___ months in the amounts of $_____per month with a final payment of$ _____.

1. These are additional retirement contributions.

2. For the effective period of the Agreement, payments are to be made by my Employer. While this Agreement is in effect, I understand that MPSERS will only accept payment from my Employer for the designated service and not directly from me.

3. My Employer is obligated to make payment pursuant to this Agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.

4. This Agreement shall remain in effect only until: a) payroll payments are completed, orb) termination of employment.

REPORTING UNIT NAME: (School District)_____Number___ _

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

EMPLOYEE NAME:_____

EMPLOYEE SIGNATURE: _____Date:_____

APPENDIXE
Evaluation Form

APPENDIX F
Calendars

APPENDIXG
Teacher Work Week

APPENDIXH

Application and Request for Approval of Graduate Course Work

APPENDIX I
MESSA Optional Form

APPENDIXJ
Letters of Agreement

Appendix K
Placement, Layoff and Recall, and Evaluation of Teachers of Record

Decisions about placement, layoff/recall, and evaluation of a "teacher" under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a teacher of record (Classroom Teacher) will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures as required under Revised School Code Section 1248.

1. ***Placement of Classroom Teachers.*** The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

    A. Staffing the curriculum with the most effective and qualified Teachers to instruct the applicable courses, grades, and school schedule.

    B. Appropriate certification, approval, or authorization for all aspects of the assignment.

    C. Classroom Teacher placement decisions must be made based on effectiveness criteria established in Revised School Code Section 1249.

    D. Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

        i. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

        ii. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

        iii. Disciplinary record, if any;

        iv. Length of service in a grade level(s) or subject area(s);

        v. Recency of relevant and comparable teaching assignments;

        vi. Previous effectiveness ratings;

        vii. Compliance with state and federal law; or

        viii. Other non-arbitrary or capricious reasons.

    E. Length of service may be considered as a tiebreaker if a Classroom Teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

    F. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

    G. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for a reason that is not arbitrary or capricious.

2. ***Layoff/Recall of Classroom Teachers.***

A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing Classroom Teaching staff or that a reduction in Classroom Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Classroom Teaching positions to be reduced. Prior to the issuance of layoff notices, the TEA will be given an opportunity to make specific recommendations regarding the particular implementation of layoff procedures planned by the District.

B. Decisions about the reduction and recall of Classroom Teachers will be guided by the following criteria:

i. Retaining the most effective Classroom Teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s) in compliance with the Michigan Teacher's Tenure Act..

ii. Classroom Teachers must be properly certified, approved, or authorized for all aspects of their assignments.

iii. If a Classroom Teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

C. In addition, Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

i. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Classroom Teacher's effectiveness in that assignment and is integrated into instruction;

ii. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

iii. Disciplinary record, if any;

iv. Length of service in a grade level(s) or subject area(s);

v. Recency of relevant and comparable teaching assignments;

vi. Previous effectiveness ratings;

vii. Compliance with state and federal law; or

viii. Other non-arbitrary or capricious reasons.

D. Length of Service may be considered as a tiebreaker if the layoff/recall decision involves two (2) or more teachers and all other factors distinguishing these teachers from each other are equal.

E. Classroom Teachers must provide the District with current information and documentation supporting the Classroom Teacher's certification and qualifications.

   i. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.

   ii. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.

   iii. Failure to maintain current contact information may negatively affect the teacher's recall.

F. Classroom Teacher reductions and recalls are by formal Board action.

G. Before the Board authorizes a Classroom Teacher reduction, the Superintendent or designee will notify, in writing, the affected Classroom Teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

H. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected Classroom Teacher and Association.

I. Classroom Teacher Recall Process

   i. A Classroom Teacher is eligible for recall under this Appendix for 18 months from the date the District implemented the reduction in force.

   ii. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.

   iii. Before or in lieu of initiating the recall of a laid-off Classroom Teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Appendix.

   iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:

      a) Recall the laid-off Classroom Teacher who is certified and qualified for the vacancy, provided the Classroom Teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix; or

      b) Post the vacancy and consider all applicants if the Superintendent determines that the District's educational interests would be served and no Classroom Teacher on layoff meets the certification and qualification requirements of the position.

   v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Classroom Teachers and will establish the time

within which a Classroom Teacher must accept recall to preserve the Classroom Teacher's employment rights.

vi. A laid-off classroom teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.

vii. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

3. ***Evaluation of Classroom Teachers.*** Classroom Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. The Parties will utilize the Danielson evaluation tool, and will measure student growth as was measured during the 2023-2024 school year.

   Tenured teachers rated "effective" will be evaluated every third year. Administration reserves the right to evaluate a qualifying teacher annually if the teacher exhibits performance deficiencies and has been placed on an IDP.

   A joint committee of both Association Members and all administrators will meet no later than August 1st to discuss how to measure the 20% student growth for the upcoming school year. The bargaining unit members will assign their members to the committee. Administration will assign their members. The meeting date will be established in the calendar each year. The committee will also discuss the evaluation timelines and procedure.

   A probationary Classroom Teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating.

4. ***Grievance Procedure.*** Tenured teachers cannot challenge the evaluation process or rating; except, an Arbitrator, however, has jurisdiction to consider a grievance filed under the Article 19 grievance process by a tenured Classroom Teacher with two (2) consecutive ratings of "needing support."