TROY EDUCATION ASSOCIATION A Local Affiliate of MEA/NEA

and the

TROY SCHOOL DISTRICT BOARD OF EDUCATION

FEBRUARY 1, 2020 TO JANUARY 31, 2021 COLLECTIVE BARGAINING AGREEMENT



4400 Livernois, Troy, MI 48098

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

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COLLECTIVE BARGAINING AGREEMENT BETWEEN BOARD OF EDUCATION, TROY SCHOOL DISTRICT AND

TROY EDUCATION ASSOCIATION, A LOCAL AFFILIATE OF THE MEA/NEA

This Agreement entered this 14th day of April 2020 by and between the Board of Education of the Troy School District, Troy, Michigan, hereinafter called the Board, and the Troy Education Association, hereinafter called the TEA.

WITNESSETH

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

ARTICLE 1. RECOGNITION

- **1.1** The Board hereby recognizes the TEA, a local affiliate of the MEA/NEA, as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965 as amended, for all teachers as hereinafter defined for purposes of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment.
- 1.2 **Definition.** The term teacher when used hereinafter in this Collective Bargaining Agreement shall include the following personnel employed under contract by the Board: All teachers in grades preschool through twelfth (12th), including special education, guidance counselors, consultants, educational coordinators, media specialists, reading support teachers, school psychologists, speech pathologists, social workers, early childhood educators, department chairpersons, head teachers, administrative interns, and all paid positions as set forth in Schedules B, C, and D. Article 38 contains terms and conditions applicable to ancillary teachers, teachers whose terms and conditions of employment are not subject to the Michigan Teachers' Tenure Act.

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

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

- **1.3** Other Organizations. The Board agrees not to negotiate with any teacher organization other than the TEA for the duration of this Agreement. However, nothing contained herein shall be construed to prevent a Board member or administrator from meeting with any teacher, groups of teachers or organization other than the TEA for the purpose of hearing and discussing their views on matters other than hours, wages and working conditions.
- 1.4 Teachers may substitute for administrators in cases of temporary or unexpected vacancies. Teachers will be compensated at their current salary. However, teachers working longer than 30 calendar days in an administrative position will be compensated at their current salary or the administrative starting salary of the position the teacher is filling temporarily, whichever is greater. Should the assignment exceed the scheduled teacher work year, then the teacher will be paid the assignment's daily rate for each day worked exceeding the number of contractual teacher work days. These temporary assignments shall not exceed one school year. Said teachers shall not evaluate or discipline bargaining unit members.
- **1.5** It is understood that the bargaining unit employees in positions set forth in Article 1.2 have responsibility for performing duties normally associated with those positions.

ARTICLE 2. TEA RIGHTS

- **2.1 Membership.** The TEA agrees to admit to full participating membership all teachers as defined who wish to become members of the TEA.
- **2.2 Use of Facilities.** The TEA and its members shall have the privilege of using school equipment and school building facilities at all reasonable hours when otherwise not in use and provided that no special custodial service is required. A teacher's use of the Internet/Intranet shall be governed by the District's acceptable use policy. The availability and use of the Internet/Intranet is not guaranteed.

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

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

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

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

2.4 Strike and Lock Out Prohibition.

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

- **2.5** A tenure teacher or a teacher in a position that is not covered by the Tenure Act who has at least three (3) years of service with the Board and who holds the following positions within the TEA, shall be placed in the order listed below at the top of the seniority list.
 - A. President
 - B. Vice President
 - C. Grievance Chairperson

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

- **2.6 TEA Day.** The TEA shall have the use of up to forty-five (45) days for TEA business requested by the President or Executive Director of the TEA. The TEA shall be able to purchase up to fifteen (15) additional days for TEA business at the minimum substitute rate of pay. The President, Vice President or Executive Director of the TEA shall make every effort to notify the Employee Services Department at least forty-eight (48) hours in advance. The call-in procedure for substitutes shall be followed.
- **2.7 TEA Officers.** The TEA president, vice president, secretary, treasurer, and trustees shall have the privilege of leaving their buildings to conduct TEA business and/or implement this agreement when not scheduled in class. They must notify their building principal upon departure and return.
- 2.8 The Association shall have the equivalent of one officer released full time from teaching duties during the work days prescribed by the calendars in schedules E. The Association shall have the option of releasing the president full time or releasing the president and vice president each half time. The Board will pay fifty percent (50%) of the total compensation package for the full-time released officer (or half-time released officers) and will be reimbursed by the Association for the remaining fifty percent (50%) of the total compensation package for the full-time released officer (or half-time released officers.) The fifty percent (50%) reimbursement by the Association will be applied to the total cost of the retirement contribution made to the Office of Retirement Service (ORS) for the fulltime released officer (or half-time released officers) with the remaining reimbursement amount placed in the District's general fund. The total reimbursement amount made by the Association to the District shall not exceed fifty percent (50%.) The District will provide the Association with an invoice for the cost associated with the released officer no later than April 30th. Reimbursement to the District by the Association for the specified amount shall be made no later than May 30th of the given school year. The president and vice president shall be released without loss of salary, insurance protection, seniority or other benefits provided for in this Agreement or by law. The release time shall commence on the first day of the semester nearest to the time the officer takes office and shall end the last day of the semester nearest to the expiration of the officer's term of office. The president-elect and vice- president-elect shall contact the Assistant Superintendent, Employee Services to make arrangements for release time. Since the TEA officers perform services which are of value to both the TEA and the Board, the Board accepts the foregoing as reimbursement for payment of these items referred to in MCLA 38.1371 (5) (B).

ARTICLE 3. TEACHER RIGHTS

3.1 The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan and/or the United States or the Constitution of Michigan and/or the United States; that it will not discriminate against any

teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the TEA, participation in any activities of the TEA or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- **3.2** No teacher shall be prevented from wearing official insignia, pins or other identification of membership in the TEA, either on or off school premises. Bulletin boards in the main school office and the teachers' lounges shall be made available to the TEA and its members, provided that all materials posted relate to the official business of the TEA and such communication shall bear the name of the organization. Any questionable or improper use of bulletin boards shall become the concern of the principal and the TEA representative of that building.
- **3.3** Deductions for financial institutions, tax-deferred annuities, United Foundation and other current deductions will continue as authorized by individual teachers. Other deductions may be arranged by mutual agreement between the Board and the TEA.
- **3.4 Equal Treatment.** The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, disability, color or national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the TEA pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, disability, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

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

- **3.5** Nothing in this contract shall be construed to deny or restrict to any teacher any rights he/she may have under the Michigan General School Laws, Teacher Tenure Laws or other applicable laws or state departmental regulations.
- **3.6** Teacher Personnel Files. The teacher personnel files shall be those files concerning teachers, which are housed and maintained by the Central Office of the District and/or in the office of each building principal. All contractual infractions shall be entered in the file in the principal's office. The Board agrees to give every teacher access to their own files. The examination of the files shall be in the presence of an administrator or agent thereof. A representative of the TEA may be requested by the teacher to accompany the teacher in such review. Maintenance and inspection of personnel files shall be in accordance with the Bullard-Plawecki Right to Know Act (397 PA 1978) and as follows:
 - A. Materials shall be removed from a personnel file if and when a teacher's claim that such material is inaccurate and has been sustained through the grievance procedure. The name of the person making the complaint shall be disclosed to the grievant by Step Two (2) of the grievance procedure.
 - B. A teacher shall be permitted to reproduce any non-confidential material in his/her file. The Board may charge for the copies.

- C. Information relating to a teacher's unsuccessful application for a position requiring a screening committee recommendation may be removed from a teacher's file at his/her written request.
- D. Except for copies of materials routinely furnished teachers that are placed in the personnel file (e.g., individual contract, leave requests), a copy of all material placed therein will be furnished to the teacher.
- E. A teacher shall have the right to answer any material placed in his/her file, and his/her answer shall be attached to the file copy.
- F. Confidential recommendations, including credentials furnished by the college placement offices will be withheld, except for recommendations including credentials prepared after January 1, 1975, except when the right to examine recommendations and credentials has to be waived in accordance with Section 483 of 93-98 as amended of the Family Rights and Privacy Act.
- **3.7 Rights to Representation.** Teachers shall at all times be entitled to have a TEA representative present when being warned, reprimanded or disciplined. The Administration may inform the teacher of this right before warning, reprimanding or disciplining the teacher. If a teacher requests a TEA representative present, the administrator shall delay action until the TEA representative is present. However, the delay shall not exceed seventy-two (72) hours unless the administrator agrees to do so.

3.8 Personnel File.

- A. If a written record of an incident is inserted in a personnel file, the teacher shall receive a dated copy within ten (10) days of the administrator's knowledge of said incident. The teacher's copy will note that the item is being inserted into said file.
- B. The teacher shall have the right within thirty (30) workdays after receipt to insert a rebuttal to any item. Any rebuttal so inserted shall be attached to the object insertion by the person responsible for said file.
- C. Written record of an incident and rebuttal involving a teacher will be removed from the teacher's personnel file when he/she leaves the District for any reason except a leave of absence.
- **3.9** All significant complaints and compliments, whether or not they seem valid, received by the Administration, shall be reported to the teacher named within one (1) week.

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

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

- **3.10** If the Board plans to read a letter at a board meeting, the teacher/staff who is the object of the letter will be contacted prior to its public reading. The Board will make every effort to protect teachers from unsubstantiated public criticism.
- **3.11** Under no circumstances shall a student's CA-60 or confidential special education file contain any reference to a teacher's conduct or any information which may be construed as evaluating the teacher.
- **3.12 Termination Notice.** A probationer must give a sixty (60) day written notice before termination of contract unless mutually agreed upon. If the contract is broken by the probationer without proper written notification, the Board of Education may take proper action.

ARTICLE 4. EVALUATION

4.1 See Appendix 3 for evaluation of teachers covered by the Tenure Act; evaluation of ancillary teachers not covered by the Tenure Act is provided within Article 38.

ARTICLE 5. LAYOFF AND RECALL PROCEDURES

- **5.1** See Appendix 3 for layoff and recall of teachers covered by the Tenure Act; layoff and recall of ancillary teachers not covered by the Tenure Act is provided within Article 38.
- **5.2** A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:
 - A. The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had he/she been employed the entire school year.
 - B. The salary earned through employment in the District shall not be less than his/her salary from same for a similar period during the preceding school year.
- **5.3** The status of shared time or part-time teachers who are recalled and the status of teachers recalled to shared time or part-time shall be covered by the following provisions:
 - A. A shared time or part-time teacher may be recalled to a shared time or part-time position. The shared time or part-time teacher shall receive pay and fringe benefits equivalent to his/her full-time equivalency status.
 - B. A shared time or part-time teacher may be recalled to a full-time position. If the teacher accepts the recall to a full-time position, the teacher shall receive full pay and fringe benefits.
 - C. A full-time teacher who has requested shared time or part-time for the school year in which he/she is recalled may be recalled to a shared time or part-time position. If the teacher accepts the recall to the shared time or part-time position, the teacher shall receive pay and fringe benefits equivalent to his/her full-time equivalency status.

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

ARTICLE 6. TEACHER RESPONSIBILITIES

- **6.1 Policies and Regulations.** It is the responsibility of the TEA and individual teachers to honor Board policies and administration regulations not in conflict with this Agreement.
- **6.2 General Responsibilities.** It is the responsibility of the TEA and each individual teacher, as well as the Board, to provide the highest quality education program possible for every student in the School District. On the teacher's part, this includes:
 - A. Careful daily preparation of lessons, lectures, demonstrations.
 - B. A teacher may be required to serve on no more than two (2) committees during the school year. A committee lasting the entire school year shall satisfy the requirement of serving on two committees. First and second-year teachers in the District will be required to serve on only one (1) committee. Teachers may be requested to serve on district-wide, inter- and intra-school committees. No teacher shall be excluded from participating in an additional committee of their interest.
 - 1. Established expectations for building and District committee work will be developed collaboratively and a list of all committees will be published by October 1st of each year.
 - 2. Building level committees must have approval of the appropriate grade level central administrator.
 - 3. Committee work that qualifies for District Provided Professional Development (DPPD) will be cataloged for teachers on the District's Professional Development Recording System.
 - 4. Committees shall not be scheduled to meet more than ten (10) times per year. If the committee meets more than ten (10) times per year, participation is voluntary.
 - 5. School Improvement subcommittees will meet the contractual committee requirement for a full year committee with a minimum of six (6) meetings; half year committee meetings with a minimum of three (3) meetings.
 - 6. Payment for any voluntary committee work that exceeds the requirements of this paragraph shall be paid at the curriculum rate of pay.
 - C. A written notice will be provided of not more than three (3) required evening events each teacher is expected to attend. Written notice of up to two (2) building activities requiring all staff to be in attendance will be given by October 1. Each teacher will be given a written notice of the other required event(s) at least two weeks before each event. Parent-Teacher conferences are set forth in the school calendar and not included in the mentioned events. In any event the number of required evening events shall not exceed three (3).
 - D. Promptness in meeting classes, keeping appointments with parents, students and other school employees, and in furnishing essential reports and information required by administrators. See Article 12, Teaching Hours.

- E. Principals may request teachers to attend important school functions.
- F. It is the responsibility of the teacher to assist the administration in maintaining discipline and proper student behavior, as set forth in the Student Rights and Responsibilities Handbook.
- G. Teachers shall make an effort to be aware and report the general health and wellbeing of students as it relates to evidence of child abuse, nutrition and general childhood illnesses.
- H. Parent-Teacher Conference Schedule.

| Level | | Afternoon Session | Evening Session | |
|----------------|-------------|-------------------------|-----------------------|--|
| Elementary: | Early Start | 1:00 p.m. – 4:00 p.m. | 5:00 p.m. – 8:00 p.m. | |
| | Late Start | 1:40 p.m. - 4:40 p.m. | 5:45 p.m. – 8:45 p.m. | |
| Middle School: | Early Start | 12:30 p.m. − 3:30 p.m. | 5:00 p.m. – 8:00 p.m. | |
| | Late Start | 12:30 p.m. − 3:30 p.m. | 5:00 p.m. – 8:00 p.m. | |
| High School | | 12:30 p.m. – 3:30 p.m. | 5:00 p.m. – 8:00 p.m. | |

- **6.3 Absence.** When a teacher is unable to be in school on any given day, he/she should contact the system-wide designated elementary or secondary number at least one and one-half (1 1/2) hours prior to the student starting time, in order that arrangements may be made for a substitute.
 - A. A teacher shall not be charged a leave day on a day when schools are closed, as per Section 9.1, unless the absence was arranged for prior to the closing of school and is a day in a series of absences.
 - B. Each teacher shall be provided at the beginning of the school year, the number that should be called when a substitute is needed.
 - C. In the event of the absence of art, music, media, physical education, Spanish, and reading teachers, the Board agrees to provide substitutes when properly qualified substitutes are available.
 - D. In the event that a remedial reading teacher notifies the Administration that he/she will be absent for more than five (5) consecutive contact days with students, a substitute shall be provided.
 - E. These teachers will provide lesson plans to be used in the event of their absence and shall follow the call-in procedures as outlined in Article 6, Section 6.3.
 - F. When a teacher calls in late, the Assistant Superintendent, Employee Services will contact the teacher to determine whether an emergency situation existed.
- **6.4 Unauthorized Absence.** An absence without prior notification from the teacher to the administration or sub caller shall be considered unauthorized.

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

6.5 Management Half Days. Teachers eligible for a management half day shall schedule said half day in the following manner: A half day scheduled on Mondays, Fridays, and days before and proceeding holidays and vacation periods shall be requested at least ten (10) working days in advance and must be approved by the building principal. All other half days must be scheduled with at least twenty-four (24) hours' notice to the building principal. It is understood and agreed that during the duration of this agreement, specials teachers will not service students on the first day of school. Instead, this time will be a management day for specials teachers only. The first afternoon in the sequence of three (3) half days at the end of the school year will be designated as a management day for all elementary teachers.

In order to address the complexities of Public Act 306 of 2016 (MCL 380.1280f), the district will provide each elementary teacher that administers the reading assessment with one (1) full-day substitute coverage during each of the three (3) assessment windows. The building administrator will be responsible for developing a rotational schedule.

- **6.6 Data Team Meetings.** In order to be in compliance with the Public Act 306 of 2016 (MCL 380.1280f), all elementary teachers (K-5) will be required to participate in grade-level team meetings three (3) times per year at the conclusion of each testing window.
 - A. These meetings should be conducted at an agreed upon time with the building literacy team.
 - B. All elementary building literacy teams shall include grade level teachers, reading specialists, building principal and relevant special populations staff members.
 - C. Acceptable meeting times are any non-instructional time periods (i.e. before or after school), including common preparation time.
 - D. The purpose of these meetings will be to create a growth plan for students performing below grade level expectations.

6.7 Social Media Usage

- A. Teachers are not required to maintain a social media account for their classrooms.
- B. Teachers who elect to engage in District related social media activities should maintain a professional account separate from any personal account.
- C. Teachers should treat professional accounts and communication like a classroom or professional work setting.
- D. Teachers will be notified of those students whose parents have opted to keep their child's name and image from being distributed via any form of public communications.

ARTICLE 7. RIGHTS OF ADMINISTRATION

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

ARTICLE 8. JOINT RESPONSIBILITIES

- **8.1** The parties recognize the importance of a quality educational program designed to meet the need of all students. Changes in the program are effectively made when the Board, administration and teachers work in cooperation.
- **8.2** District committees established to study curriculum and program shall include teachers.
- **8.3** The organization of the instructional program and curriculum is designed to meet the special needs of all students within the teacher's regular work day. The regular work day shall not be changed if the result would be an expansion of the teachers' work time. The duties of teachers may be altered to meet the needs of students and teachers, providing that the teachers are given reasonable flexibility within the program.
- **8.4** The TEA will use its best efforts to assist the Board with ideas and plan to provide for maximum efficiency in the use of building facilities including change in existing buildings and design of new buildings.
- **8.5** Responsibility for student achievement is the joint responsibility of teachers, administrators, the Board, parents, the community, and students. Recognizing this, teachers are not solely responsible when a student does not achieve a level of performance determined in advance as a standard.
- **8.6** In order to maximize the cooperative effort between teachers and instructional aides, teachers who are to be assigned a new instructional aide shall be notified of the opportunity to be involved in the interview process prior to final selection. To the extent possible, the desires of the teacher shall be a criterion in the selection of the instructional aide. The principal will inform the teacher of his/her aide's job responsibilities as it relates to the effective use of the aide. The teacher will likewise be informed of his/her rights and responsibilities as it relates to the aide.
- **8.7** The parties agree to maintain or improve the high standards of educational opportunity for students and professional conditions that exist in Troy School District.

ARTICLE 9. HEALTH AND SAFETY

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

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

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

- **9.2** In emergency situations (i.e., severe weather with the threat of tornadoes, etc.), teachers may leave the building during lunch periods only after receiving permission from the building principal.
- **9.3** Teachers have the right to inspect the building, to which they are assigned, its premises, and equipment on their own volition, or as a result of the initial report of possible unsafe and/or unhealthy conditions. The report of an unsafe or unhealthy condition shall be reported in writing to the proper authority. Such report may include suggestions to correct the condition or remove the danger of said condition.
- **9.4** In any case, where a teacher is sued and held personally liable for injuries caused by an unhealthy or unsafe condition in the school building or equipment, the Board will indemnify and hold harmless the teacher against any damages adjudged against him or her providing the teacher had no knowledge of the condition or had knowledge and reported same in writing to the principal.
- **9.5** Emergency procedures for the District and each building within the District shall be established in the event of heating, ventilation, plumbing, and/or power failures. In addition, procedures for fire, tornadoes and severe winter weather shall also be established on the same basis. These procedures shall be placed in the Teacher Handbook.

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

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

- **9.6** The District will develop and maintain a Master Emergency Operating Plan ("EOP") tailored for each building developed in consultation with city and county agencies. The District will provide annual districtwide and individual building training during scheduled professional development.
- **9.7** Should a teacher be injured during the course of the workday; a teacher is required to report the incident to building administration and complete a provided incident report. The teacher, at his/her discretion, or at the District's encouragement, may submit to a medical evaluation pursuant to the Michigan Worker's Compensation Statute. Any absence from the workplace under the Michigan Worker's Compensation Statute will not be counted against a teacher's annual leave balance.
- **9.8** The District will establish an intervention process for escalated student behaviors. A Behavior Support Team comprised of building and/or District staff as needed will assess the situation and will establish a support process to address the student behaviors. Staff will be trained on the established plan.

The District will publish and train staff on the intervention process and procedures annually.

ARTICLE 10. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

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

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

ARTICLE 11. PROFESSIONAL COMPENSATION

- **11.1 Salary Schedule.** The salaries of teachers covered by this Agreement are set forth in Schedule A.
 - A. As of May 1st, all eligible teachers on Steps 2 through 13 shall receive a lump sum payment equivalent to half of the amount of their current step increment. At the time of this half increment payment, teachers will move a half step on the salary schedule.
 - B. As of May 1st, all eligible teachers who moved to Step 13.5 during the 2019-2020 school year shall receive a lump sum payment equivalent to half of the amount of their current step increment.
 - C. As of May 15th, all eligible teachers who began the 2019-2020 school year on Longevity 1, 2, or 3 on the date of ratification of this agreement shall receive a lump sum payment of five-hundred dollars (\$500.00). This amount shall be added to the 2020-2021 "Schedule A" Longevity Steps.
 - D. As of May 15th, all teachers will receive a two-hundred dollars (\$200.00) ratification bonus.
 - E. As of July 1, 2020, all eligible teachers shall move one salary step form the step that they were on at the end of the 2019-2020 school year, on the 2020-2021 salary schedule.
 - F. As of July 1, 2020, each cell of the "Schedule A" Salary Schedule (Steps 1 through 14) shall increase by five-hundred dollars (\$500.00).
 - G. On the first pay period of the 2020-2021 school year, all teachers will receive a five-hundred dollar (\$500.00) off schedule payment. It is agreed that the TEA and the TSD will delay the TEA off schedule payment from the September 4, 2020 pay to the September 18, 2020 pay due to the complexities of the September 4th pay period.
- **11.2 Extra-duty Compensation.** The salary schedule is based upon a normal weekly teaching load during normal teaching hours, as hereinafter defined during the life of this Agreement. For any additional work or duties, the teacher shall be entitled to appropriate additional compensation, as provided in Schedules B, C and D.
- **11.3 Holidays and Paid Vacations.** The following legal holidays shall be observed, and all schools shall be closed: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day. There shall be six (6) paid holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Good Friday and Memorial Day.

11.4 School Calendar.

A. The school calendars are set forth in Schedule E of this Agreement. For purposes of teacher compensation, the calendar for 2020/2021, shall constitute 192 days inclusive of the six (6) paid holidays. To insure provision of the minimum number of days of student instruction as

- required by MCLA 388.1701, as amended from time to time, days of student instruction may be rescheduled and the necessary modifications to the school calendar will be made.
- B. In the event that pupil instructional days have been canceled due to conditions not within the control of the Board, then instructional days shall be rescheduled to comply with MCLA 388.1701. In order to make up canceled days, the following days of the school calendar will be instructional days without any additional compensation to bargaining unit employees:
 - 1. The teacher non-instructional day at the end of the first semester (1/2 day of student classes; full day for teachers);
 - 2. The last teacher non-instructional day at the end of the second semester (1/2 day of student classes; full day for teachers);
 - 3. Add up to three (3) days to the end of the student year (full teacher/full student days) without additional pay.
- C. Rescheduling Required Instructional Time.
 - 1. If additional days of instruction must be scheduled to insure compliance with MCLA 388.1701 beyond those days specified in 11.4 B (1), (2) and (3), then such days will be scheduled at the end of the teacher school year; and teachers will be eligible for their daily rate of pay for such days taught. Rescheduled days in 11.4 B (3) and 11.4 C shall be scheduled before the last three (3) half days of the student year.
 - 2. If minutes fall short district-wide, instructional time shall be increased on student half days during the current semester to avoid state aid loss, if reasonably possible. In other situations, the parties will negotiate before scheduling the required time.
- D. If MCLA 388.1701 is modified or repealed so as not to require the rescheduling of student instructional days, Section 11.4 of this Agreement shall be null and void and the following language shall apply:
 - **School Calendar.** The school calendars set forth in Schedule E of this Agreement are based on 186 teacher days of work for 2017/2018, 2018/2019, 2019/2020 plus six (6) paid holidays. The school calendar shall not be modified for the duration of this Agreement unless by mutual agreement.
- E. In any event teachers shall not lose pay for Act of God days as defined in MCLA 388.1701 which the Board decides not to make up or for which the law allows not to be made up.
- **11.5 Pay Periods.** The teacher shall be given the option at the beginning of each school year of electing to receive his/her salary in twenty-one (21) equal payments or twenty-six (26) equal payments according to the pay schedules in Schedule A.

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

A teacher who elects the twenty-seven (27) pay option may elect at the beginning of the school year to have the final six (6) payments in one payment on the last day of school or every two (2) week payments.

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

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

Compensation for Schedule C shall be paid in nineteen (19) consecutive payments consistent with the teacher's option in Section 11.5, commencing with the third payroll of the school year. Compensation for Schedule D shall be submitted on timesheets.

- 11.7 Retroactive Pay. All retroactive pay shall be paid on the next regular payday.
- 11.8 Financial Institution Deductions/Direct Deposits. Financial institution deductions/direct deposits shall be transmitted to the financial institution on the date of the paycheck from which the deduction/direct deposit was made. All teachers shall enroll in direct deposit to a financial institution in the United States.
- **11.9 Paycheck Payments.** The Board agrees to provide a biweekly schedule of payment to the TEA prior to the beginning of the school year. Pay checks shall be issued every other Friday according to the biweekly schedule. If a pay date falls on a contractual holiday, pay checks shall be issued one business day earlier.
- **11.10** Upon written application to the Assistant Superintendent, Employee Services, the Board or its designee may grant days off without pay.

11.11 Required Teacher Professional Development Days.

- A. **Required Professional Development.** Teachers shall be required to complete a minimum of thirty (30) hours of professional development annually. It is understood and agreed that the minimal amount of required annual professional development shall be in accordance with applicable state law and regulations.
- B. The Board will provide professional development for trainings on both new software and new hardware prior to the required implementation. The Board agrees to utilize the bargained calendar when developing annual professional development schedules, including professional development sessions prior to the start of the school year and any scheduled nonstudent days.

C. Professional Development Activities Satisfying the Requirement:

- 1. Summer workshops provided by the Troy School District.
- 2. Martin Luther King Day Professional Development Workshop(s) in the Troy School District.
- 3. Pre-approved out-of-district workshops paid for by the District (No additional compensation shall be paid if the workshop is on a non-workday).
- 4. Pre-approved out of district workshops paid for by the teacher (No additional compensation shall be paid if the workshop is on a non-workday).

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

D. Recordkeeping.

- 1. The teacher must keep a record of professional development and submit the record to the principal for a signature by the last teacher workday of the school year. The teacher will be provided with a signed copy.
- 2. Staff development in-service attended between the end of the teachers' school year and June 30th can be counted for either the current or successor school year.
- 3. After the District announces the professional development that shall be offered to teachers, the teachers are to pre-register on the District's professional development management system for the session prior to the day of the scheduled professional development event.
- 4. All records of professional development including session offerings, teacher professional development plans, registration, and validation will be maintained on the District's professional development management system.

E. Validation Procedures.

- 1. In lieu of a sign-in validation for attendance, teachers are to complete an online validation.
- 2. As the State of Michigan transitions all professional learning credit to SCECH's (State Continuing Education Clock Hours), all staff will be required to follow the state process for validation of all professional learning clock hours.

F. Professional Learning.

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

ARTICLE 12. TEACHING HOURS

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

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

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

12.2 Teachers will be required to be at their designated workstations at least five (5) minutes before the designated starting time of the first class in the secondary schools. The reporting and dismissal time before and after classes will be determined by a vote of the staff at a faculty meeting in the beginning of each school year. In each building teachers (general and special education classroom teachers, media specialists and reading teachers) may vote to select one of the following options for reporting and dismissal times:

| High Schools | | | |
|-----------------------|----------------------|--|--|
| Reporting Time before | Dismissal Time after | | |
| Start of Student Day | Close of Student Day | | |
| 10 minutes | 12 minutes | | |
| 12 minutes | 10 minutes | | |
| | Middle Schools | | |
| Reporting Time before | Dismissal Time after | | |
| Start of Student Day | Close of Student Day | | |
| 10 minutes | 20 minutes | | |
| 15 minutes | 15 minutes | | |
| 20 minutes | 10 minutes | | |
| 20 1111111100 | Elementary Schools | | |
| Reporting Time before | Dismissal Time after | | |
| Start of Student Day | Close of Student Day | | |
| | | | |
| 8 minutes * | 8 minutes | | |

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

- * The Early-Elementary report time shall be three (3) minutes on all early release professional learning days.
- **12.3** The TEA encourages teachers to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time.
- **12.4** Preparation for classroom teaching, building meetings, assigned non-teaching duties, extracurricular activities which are not covered by extra compensation, curriculum and other required professional committee meetings, exclusive of TEA meetings, are recognized as examples of professional responsibilities falling within the work week and/or day.
- 12.5 On Fridays and days immediately preceding school holidays and vacations, the teachers' day shall end at the close of the pupils' school day, except that the teachers should remain in the building until the buses have left the school grounds. Teachers involved in scheduled TEA meetings shall be excused at the end of the pupils' school day, except that this practice shall not apply to more than five (5) days when the entire TEA membership is involved.
- **12.6 Elementary Preparation Time.** The Board agrees to provide a weekly minimum of two hundred twenty-five (225) minutes of preparation and conference time for all elementary teachers.

Planning time for classroom teachers (including kindergarten) will be scheduled in segments of at least twenty-five (25) minutes each day whenever possible, but will be guaranteed at least 25 minutes each

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

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

12.8 Elementary Specials Block Schedule.

The district will make every effort to provide elementary specials teachers access to their classroom before/after school when impacted by seven-section days.

Elementary specials teachers impacted by seven-section days will be provided two (2) half-day (1/2) management days per quarter or two (2) full-days per semester. Scheduling of these days must follow current contract language regarding scheduling of management days per Article 6.5.

The TSD will ensure that band/orchestra room set-up and break down will occur prior to the band/orchestra class. Band/orchestra teachers will not be responsible for the set-up and breakdown of the classroom.

Classrooms that are used in the evenings and mornings by sanctioned groups will be restored to their original set-up by the TSD.

When practicable, the elementary specials schedule will be grouped according to common grade levels (i.e. K/1, 2/3, 4/5).

12.9 Loss of Elementary Prep Time.

- A. If the total of the planning time missed by a classroom teacher or a group of classroom teachers within a school building on a given instructional day due to a scheduled specials period not taking place because of the lack of a substitute teacher is ninety (90) minutes or less, then the impacted teacher(s) will be paid for the missed planning time at the appropriate prorated hourly rate for teaching in place of a substitute teacher (Schedule D) upon submission of a completed timesheet.
- B. If the total of the planning time missed by a classroom teacher or a group of classroom teachers within a school building on a given instructional day due to a scheduled specials period not taking place because of the lack of a substitute teacher is greater than ninety (90) minutes, then the impacted classroom teacher(s) will be provided with substitute teacher coverage to allow him/her/them to make-up the missed planning time. A concerted effort will be made by the building principal to arrange for this substitute teacher coverage within five (5) working days from the date the planning time is missed.
- C. Where the planning time is missed due to the absence of a specials teacher arising after the specified time for reporting a daily absence, then the specials teacher whose absence led to the missed planning time of the other teacher(s) will need to create a lesson plan that can be used by the substitute teacher for the purpose of (B) above.

- D. Where the planning time is missed due to the appropriately-reported absence of a specials teacher because a substitute teacher for the specials teacher was either not secured or reassigned by the District to cover another teacher absence, then the lesson plans to be used by the substitute teacher for the purpose of #2 above will be drawn from a common bank of specials lesson plans which will be developed be two (2) specials teachers within each specials area. This common bank of specials lesson plans will be maintained on the District's electronic shared folder, and a paper copy will be maintained at each elementary building. The specials teachers who develop these lesson plans will be paid for this work at the curriculum rate of pay (Schedule D) for a maximum of three (3) hours.
- **12.10 Staff Member Death.** Whenever a teacher or principal dies, the District shall provide substitutes for up to 80% of the teachers requiring substitutes in the affected building to permit those teachers to attend the funeral. In buildings where more than twenty-four (24) teachers require substitutes, and more than 20 substitutes are needed, the District will provide at least twenty (20) substitutes, and will make a good faith effort to obtain additional substitutes. Persons in other buildings wishing to attend said funeral will request permission from the building principal. Permission will be granted, as long as substitutes are available without time loss from leave days.
- **12.11 Lunch Period, Elementary.** All elementary teachers shall be guaranteed a duty-free, uninterrupted lunch period of forty (40) minutes per day. In the event a teacher has not had a forty-(40-) minute lunch period, he/she shall be excused immediately after school by the principal. Teachers are not required to stay in the building during their lunch period.
- **12.12 Lunch Period, Secondary.** Secondary teachers shall have a duty-free lunch period at least equal to that of the students or twenty-five (25) minutes, whichever is greater, during which they may leave the building.
- **12.13 Elementary Recess Procedure.** The standard procedure shall be a fifteen (15) minute morning and fifteen- (15) minute afternoon recess, but an individual school may choose to alter this by agreement of staff and principal. Recess period does not apply for the morning or afternoon that a particular class has physical education instruction, except in those cases where a teacher believes it to be in the best educational interests of his/her students. In this situation, the individual teachers shall supervise their own recess period.

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

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

During the continuous improvement review process, up to one (1) hour of the two (2) allocated hours for general faculty or collaboration meetings may be used per marking period for the continuous improvement review process. During the year of an external visitation, up to one (1) additional hour per month may be used exclusively for NCA visitation activities. Every effort will be made not to

schedule meetings on designated half-day workdays, on two consecutive days, on Fridays, or days preceding a vacation, recess, or holiday period.

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

- 12.15 To promote student success, professional responsibilities beyond the contractual workday may include individual student support meetings. These individual student meetings are defined as meetings to support student success. Referring a student to MTSS, or meeting with colleagues and/or parents are examples of an individual student support meetings that may fall outside of the contractual workday. Teachers will not be required to attend more than six (6) meetings over the course of the school year. These meetings shall not exceed thirty (30) minutes in duration. Should it be necessary for a teacher to attend more than six (6) individual student support meetings during the school year, the teacher will fill out a time sheet and be compensated at the schedule D rate (\$30 per hour). These meetings are not building or staff meetings, instead these meetings are schedule to assist with an individual student's unique needs.
- **12.16** All teachers shall be informed no later than Thursday of the week preceding the event of temporary workday schedule changes which result from special activities such as assemblies and homerooms. In the event a scheduled special activity is canceled or rescheduled, all teachers shall be notified immediately.
- **12.17** With the approval of the special education director, school psychologists and social workers shall be allowed to adjust their workday so as to provide compensatory time for meetings with parents outside of their normal day.

ARTICLE 13. CLASS SIZE

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

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

D. Class Size Maximums

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

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

^{**}TEA (throughout article in same context) means TEA Education Fund.

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

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

A. Class Size Maximums

| Level | Maximum | Note |
|--------------------------------------|-------------|---|
| Middle School 6-8 | Students | |
| | 30 | |
| Exceptions: | | |
| Computer | 28 | |
| ESL | 25 | |
| World Language- full year | 28 | |
| World Language-exploratory | 28 | |
| Home Living | 24 | or number of lab stations, whichever less |
| Industrial Education | 24 | or number of lab stations, whichever less |
| English, Language Arts and Reading | 30 | all classes must average 26 |
| Music | | 100-199 students/day=1 sectional; 200+ |
| | | students/day=2 sectionals |
| Physical Education | 33 | , |
| Science | 28 | or number of lab stations, whichever less |
| Counselor Caseload | 400 | Contribution to TEA Education Fund of |
| | | |
| | | \$500 per semester if caseload goes over |
| | | 25 after countday. |
| High School 9-12 | 30 | |
| Exceptions: | | |
| Advanced Placement | 25 (30) | 26-30=\$80/marking period to TEA for each |
| | _ (() () | student in excess of 25 |
| Computer | 26 | |
| ESL | 25 | |
| English, Reading, Language Arts | 30 | all classes must average 26 |
| Exceptions: | | an oldoses must average 20 |
| Basic English –Level 1 | 15 | |
| Basic English- Level 2 | 21 | |
| TV Production | 26 | |
| World Language- | 28 | |
| Home Economics | 24 | or number of lab stations, whichever less |
| Exceptions: | 21 | or number of the stations, whichever less |
| Marriage & Family Life | 30 | |
| Child Growth & Development | 30 | |
| Housing and Home Furnishing | 30 | |
| Stitchery | 30 | |
| Singles Survival | 30 | |
| (additional exceptions need approval | | |
| of secondary curriculum committee) | | |
| Music | | 100-199 students/day=1 sectional; 200+ |
| | | students/day=2 sectionals |
| Physical Education | 36 | Stadonto/day=2 500tional5 |
| Progressive Learning Support (PLS) | 21 (23) | (22-23) = \$80/marking period to TEA for |
| 1 Togressive Learning Support (FLS) | 21 (23) | each student in excess of 21 |
| Science | 24 | or number of lab stations, whichever less |
| Social Studies – basic | 25 (30) | |
| Journal Studies - Dasic | 23 (30) | 26-30=\$80/marking period to TEA for each student in excess of 25 |
| Vocational Education | 24 | or number of lab stations, whichever less |
| Counselor Caseload | 400 | |
| Couriseior Caseroau | 400 | Contribution to TEA Education Fund of |
| | | \$500 per semester if caseload goes over |
| | | 25 after countday. |

- B. English and Reading classes (6-12)
 - 1. Teachers shall be responsible for grading no more than one hundred thirty (130) students. For teachers who do not teach English classes full time, the daily student totals shall be as outlined below:

1 English class 26 students
2 English classes 52 students
3 English classes 78 students
4 English classes 104 students

Example: 4 English + 1 Social Studies =134 students

- 2. In grades 6, 7, and 8, when an English class is combined with any other departmental class for the purpose of team teaching, an aggregate maximum of no more than fifty-six (56) students shall be scheduled into the two (2) classes.
- C. All High school counselors shall evenly participate in a thirty minute (30) extended day coverage to support student needs. There shall be one (1) counselor scheduled each day on Monday through Thursday to provide this coverage. The assigned counselor will stagger their report time by thirty minutes (30) on their extended day. The counseling department will propose a staggered day schedule to the building administration for the school year.
- D. <u>Maximum Enrollments.</u> When any class in a school reaches the maximum number of students, the Administration with the Association will formulate plans for handling the first enrollee over the maximum. The following shall be used as criteria in solving the overcrowding situation:
 - 1. Transfer student(s):
 - a. within the school
 - b. to another building
 - 2. In the event of an emergency (defined as a situation which cannot be resolved by the above procedures) the planned maximum may be exceeded by one (1) pupil. When this situation occurs, one-thousand dollars (\$1,000.00) will be paid into the TEA Education Fund per occurrence.
 - 3. Hire an additional teacher, using rooms available in some other community facilities if necessary.
 - 4. Either party to the master agreement may request a meeting to discuss alternative methods to numbers 1, 2 and 3 above. In this situation, the parties shall meet and discuss alternative methods such as, but not limited to, those listed below, recognizing that for teachers covered by the Tenure Act, since all listed alternatives involve teacher placement, the remedy is solely within the authority of the Board of Education:
 - a. Voluntarily Increasing shared time or part-time/part-time assignments.
 - b. Recall a laid-off teacher, which may possibly necessitate the involuntary transfer of a teacher(s).

- c. Voluntary Assignment of a sixth teaching period in the secondary buildings. (Pay shall be equal to one-fifth (1/5) of the teacher's pay rate.)
- d. The voluntary assigning of a sixth teaching period in the secondary may be accomplished after the following criteria have been considered:
 - 1) Availability and district-wide seniority within the department of the affected building.
 - 2) The number of sixth period class assignments the teacher has taught in past years.
 - 3) Teacher possesses the contractual requirements for teaching said course.
 - 4) In the case of a full year course, the overage will be offered as a full year option to one (1) teacher before being offered to two (2) teachers as separate semester overage classes.
 - 5) Any other criteria upon which the parties agree.

The intent of Section 4 is to allow the parties the opportunity to discuss and agree upon alternative methods of handling an overload of students at the secondary level, and to give teachers rated Effective or Highly Effective an equitable opportunity to teach a sixth period.

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

ARTICLE 14. TEACHING CONDITIONS

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

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

Building Restructuring. A building principal may convene a building committee for the purpose of restructuring. The building committee may submit recommendations for restructuring in the building to the Superintendent (or Superintendent's designee) and the TEA Executive Committee for approval. The Administration and the TEA will appoint equal numbers of members to the building committee. If approved by the Superintendent (or Superintendent's designee) and the TEA Executive Committee,

the recommendation shall be submitted to a vote of the regular TEA members working in the building on at least a half-time basis. If at least seventy-five percent (75%) of the teachers who vote approve the restructuring recommendations, the recommendations shall be implemented at the beginning of the next school year, unless otherwise agreed by the Superintendent (or Superintendent's designee) and the TEA to implement the restructuring at a different time. Unless otherwise agreed, these changes shall remain in effect for at least the duration of one school year.

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

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

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

- **14.3** In schools where beverages are not otherwise or already available, vending machines shall be installed at the request of the TEA, the proceeds to be used at the discretion of the building faculty.
- **14.4** Safety goggles and protective clothing will be provided to teachers of special areas, i.e., shop, science, art, and home economics. Laundry services will only be provided for auto mechanics, metal shop, machine shop, printing and welding teachers.
- **14.5 Scheduling of Special Subjects.** All scheduling of special subjects (art, music, physical education, media, Spanish, and ESL) will be done by the building principal after consultation with special subjects' teacher(s). Scheduling shall make due allowance for the best overall education benefits for all students. The scheduling shall include kindergarten (physical education only), and special education classes and provide travel time between buildings in addition to lunch time and planning time provided for elsewhere in this Agreement.
- **14.6 Multi-building Assignments (Elementary).** Elementary special subject teachers (music, art, physical education, Spanish, and ESL) will be provided twenty (20) minutes to travel between schools up to 4.9 miles apart; twenty-five (25) minutes to travel between schools 5-6.9 miles apart; and thirty (30) minutes to travel between schools more than seven (7) miles apart. Distances between schools will be as prescribed on the district mileage charts. Two (2) designated parking spaces shall be reserved near the main entrance of each elementary school for traveling teachers. These spaces shall be adjacent to one another and clearly marked with vertical, posted signage.
- **14.7 Multi-building Assignments (Secondary).** Secondary teachers assigned to more than one building shall not be required to travel between buildings on their lunch hour. Secondary teachers traveling between schools on their preparation period will receive five hundred dollars (\$500) per year. Appropriate proration of the five-hundred dollar (\$500) amount will be paid to teachers traveling

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

- 14.8 Early and Late Building Assignments. A teacher whose regular assignment to a combination of early and late start buildings results in him/her working beyond the contractual workday as defined in Article 12.1 will receive three hundred fifty dollars (\$350) per semester that these circumstances exist. However, this payment shall not be made to such teacher unless he/she has brought these circumstances to the attention of his/her "home" building principal within thirty (30) calendar days of the start of the semester, and/or, if the "home" building principal otherwise resolves these circumstances within ten (10) calendar days of such notification. An elementary specials teacher who works additional time on scheduled half days of student instruction due to being assigned to a combination of early and late start buildings will receive one hundred fifty dollars (\$150) per year. Any such payments made to teachers under this provision shall be made in a lump-sum payment in the last regular paycheck issued in June of the teacher's school year.
- **14.9** Non-teaching Duties and Assignments. Teachers will be relieved of miscellaneous non-teaching duties. To the extent that the Board is able to provide, such duties shall be performed by principals, secretaries, clerks, aides, custodians and other employees.
 - A. Secondary counselors may be required by the building administrator to interact with the students in the school cafeteria during lunchtime. Counselors will not be required to monitor or supervise lunch procedures during this time. The counselors may leave the school cafeteria to meet privately with a student when in the counselor's judgment the student's need will best be served by a private conference.
 - B. Each secondary building shall have additional paid office help at semester ends to aid teachers. Individual buildings will arrange scheduling of this additional help as mutually agreed to by the principal, the staff of the building and the Employee Services Department.
- **14.10 Teaching Conditions.** The Board recognizes its duty to keep the schools properly equipped and maintained, including:
 - A. Adequate lunchroom, restroom and lavatory facilities will be reserved exclusively for staff use. At least one room, appropriately furnished, shall be reserved as a staff lounge.
 - B. Adequate rooms for use by special subjects' teachers, diagnosticians, psychologists, social workers, etc. Separate lockable storage cabinets of appropriate size shall be provided for the special subjects' teachers as needed.
 - C. Telephone facilities shall be provided for teachers' use for school business and reasonable personal calls. The location is to be determined by the principal and staff as provided in letter of understanding.
 - D. Paved parking facilities reserved for teachers' use during school hours.
 - E. Two (2) classes will not be scheduled to meet in the same classroom at the same time except where rooms are physically designed for this purpose, the teachers arrange joint sessions, or to accommodate emergency situations that do not extend beyond the close of the school day.
- **14.11 Teaching Supplies.** The Board shall provide equipment and supplies for every class so as to maintain a high level of instruction for the children of Troy.

- A. Purchase orders for supplies and equipment ordered by the teachers for the current school year shall be issued by the Board within twenty (20) calendar days from the date of submission of a requisition to the principal, except for those items that are placed out for bid.
- B. Delays in shipping and the placing of an item for bid shall be reported to the teacher by the building principal as soon as he/she becomes aware of delay. Supplies and equipment ordered by a teacher for the ensuing school year shall be in the classroom September first, unless a delay occurs and in that event, the teacher shall be so notified by the building principal on the teachers' first work day.
- **14.12 Library Use.** Libraries and Media Centers shall be maintained as resource and learning centers, not as classrooms, other than for classes involving the use of media center materials. Students shall not be assigned to the library for disciplinary reasons.

14.13 In-service Training.

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

14.14 Student Reporting Committee.

- A. For all student reporting changes and revisions, a Student Reporting Committee comprised of teachers from all affected grade levels, departments and/or groups will be established. The committee will be comprised of up to three (3) TEA representative as appointed by the TEA and at least one (1) elementary teacher from each affected building or, at least two (2) high school teachers and one (1) middle school teacher from each affected building. In addition, teacher representatives from special education, ELD, elementary specials, and any other departments deemed necessary will be invited to participate on student reporting committees.
- B. The Student Reporting Committee will be a standing committee. The Student Reporting Committee will meet at least once a year to determine the validity of the reporting document, assess if the reporting document aligns with the Troy School District (TSD) provided curriculum, and address any student reporting issues.
- C. The Student Reporting Committee will work with a facilitator (i.e. Curriculum Specialist) to determine the most effective method of communicating student progress to parents. This committee will be charged with the duty of creating and/or revising any student reporting instruments. In addition, the Student Reporting Committee will determine the most effective means to provide professional learning in relation to a change in student reporting, this includes any professional learning needs in technology that supports student reporting.
- D. The Student Reporting Committee will collaboratively design and approve all timelines for professional learning and the roll-out of any changes in reporting methods.
- E. In the event of a change in the student reporting instrument, the District will make every effort to provide all affected teachers with a copy of the new student reporting instrument prior to the first student day.

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

14.16 Elementary Student Reporting.

- A. All elementary teachers (K-5) will conduct three (3) reportings per year. These reportings will be aligned with the reading assessment windows.
- B. Comments will be required on all reportings.
- C. Prior to the conclusion of the 2019-2020 school year, the District will create a subcommittee of the Student Reporting Committee. This subcommittee will be comprised of at least one representative from each elementary special domain. The District will appoint a facilitator to lead this committee. This committee will be charged with creating a recommendation of the most effective means to report elementary special student progress to parents. The recommendation will include any changes to the student reporting instrument, the number of reporting(s) per year, and the timeline for reporting(s). In order for the recommendation to be implemented, the subcommittee's recommendation must be granted approval by both the District and the Association.
- **14.17 Progress-Updates.** If a student has been identified by the school psychologist, social worker, counselor or administrator as needing special attention, an arrangement can be made to provide more frequent progress-updates.
- **14.18** The parties seek to educate young people in the democratic tradition; to foster their recognition of both individual freedom and social responsibility; to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights; and to instill appreciation of the values of individual personality.
- **14.19** Responsible teaching shall be encouraged for all teachers who shall exercise such responsibility within the framework of the curriculum, school policies, good judgment and common standards of decency which shall prevail at all times. Within these guidelines, the teacher is encouraged to teach the student in the best manner of which he/she is capable.

- **14.20** Teachers have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.
- **14.21** Teacher parking lots at the high schools shall be patrolled during the normal school hours.
- **14.22** All teachers and the TEA Office shall have electronic access to their building's handbook(s) and work rules. Also, the District Board Policy book will be available on the District's website.
- **14.23** The Board agrees to provide necessary support service for teachers who have students who do not speak English or for students who speak English as a second language. The support services may include in-service education, intermediate school district consultants (as available) and educational materials (as available).
- **14.24 Field Trips.** The Board agrees to permit teachers to conduct approved educational field trips and, when necessary, to provide substitute teachers at Board expense.

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

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

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

- **14.26** The principal, with the consent of the counselor, may request Central Office for approval that a counselor be allowed to work up to two (2) weeks during the summer break. If the counselor does work during the summer break, he/she shall be paid his/her daily rate of pay for each day worked.
- **14.27** When locker rooms cannot be supervised by teacher staff, adult supervision will be provided by the Board.
- **14.28** Home economics teachers who are required to purchase groceries for their class shall be permitted to do so through the district food services whenever feasible.
- **14.29** Teachers will be provided reasonable access to duplicators and photocopiers for instructional purposes subject to machine capacity and other building requirements.
- **14.30** Recording of sound and/or images of TEA members performing regular daily duties during the seven- (7-) hour and ten- (10-) minute teacher workday will not be broadcast on cable television unless the TEA member signs the cable release form.

ARTICLE 15. SPECIAL POPULATIONS

15.1 Inclusion/Special Education/504/ELD.

- A. The student age range in a classroom and/or caseload shall not exceed the state/federal regulations, rules or guidelines. Special education class size maximums shall be as provided in applicable federal and state statutes and the applicable administrative rules for special education.
- B. Reasonable efforts shall be made to equalize or balance the numbers of Special Education, 504 and/or ELD students in like classes.
- C. Placement of special education students need not be equalized and class sizes may be adjusted as deemed appropriate, provided the impacted teacher(s) and building administration agree, and there is no increase in building staff allocations.

15.2 Inclusion professional development/communication.

Teachers will be notified at least two (2) weeks prior to the start of the school year if they have students on their class roster that require and Individualized Positive Behavior Support Plan.

The Board shall provide in-service training and orientation for general education and special education teachers regarding practices to be used with students who are included in general education classes. The in-service training and orientation will be provided prior to the first student day of the school year. The in-service training and orientation shall include, but not limited to, a clarification of the teacher's responsibilities as they relate to grading, instruction, and communication with parents and support personnel.

- A. Teachers shall be provided written guidelines as to the law, District policy and appropriate persons to contact regarding inclusion and special education.
- B. General education teachers will be informed regarding the nature of a special education student's disability placed in their classrooms.
- C. No later than the second week of school year, general and special education teachers will be provided through the student information system:
 - 1. Names of students identified as special education, 504, ELD and the identity of the primary case manager.
 - 2. Required resources/materials as per the IEP of any student placed in the class of the general education teacher.
 - 3. IEP mandated training.
 - 4. Present level of academic achievement and functional performance (PLAAFP) as recorded in the IEP.
 - 5. Supplementary aides and services (SAS) as recorded in the IEP.
 - 6. The behavior intervention plan (BIP) as necessary.
 - 7. The 504 Accommodation-At-Glance information.

D. Special education shall coordinate their leadership hours to attend changes of building level meetings ("move-up meetings"). When issues with logistics or teachers' schedules occur, special education teachers shall meet with their building principal to ensure adequate substitute coverage to attend the building level meetings.

E. General education teachers will:

- 1. Consult with PCM/504 coordinator/ELD regarding appropriate instructional and behavior support strategies.
- 2. Collaborate with PCM/504 coordinator/ELD teacher concerns regarding special population student performance when concerns arise.
- 3. Collaborate with PCM/504 coordinator /ELD teacher on strategies to improve student performance.
- 4. Collaboratively plan with any special education teacher in a co-teaching environment.
- 5. Regularly monitor and document progress of the special education students in their general education courses.
- 6. Participate in IEPT/504 meetings when invited.
- 7. Access and review student information outlined in 15.2.C.
- 8. Implement SAS as required per the IEPs of students in their class.

F. Special education teachers will:

- 1. Collaborate with general education teachers regarding content delivery.
- 2. Communicate with general education teaching staff regarding appropriate strategies, materials, accommodations, and supports for special education students.
- 3. Work collaboratively with the general education teacher(s) to determine the essential course objectives for special education students who require a modified curriculum.
- 4. Regularly monitor and document progress of their caseload students in general education courses.
- 5. Work collaboratively with general education teachers to implement SAS for student achievement, record IEP progress on quarterly reports and progress towards IEP goals and objectives in determining appropriate grading.
- 6. Document SAS provided by the special education teacher, document progress toward IEP goals and objectives, and record IEP goal progress on quarterly reports.
- 7. Ancillary staff must document SAS provided, document progress toward IEP goals and objectives, and record IEP goal progress on quarterly reports.
- 8. Document contact time, services provided, record IEP progress on quarterly reports and progress towards IEP goals/objectives.
- 9. Support their caseload with assistance on general education assignments, projects, and test preparation as needed to ensure that the IEP is implemented fully and that adequate progress is achieved on IEP goals.
- 10. Assist general education teachers in implementing IEP required supplementary aids and services and accommodations/modifications as appropriate. This assistance could include, but not be limited to: reading assignments/assessments; providing an alternate location for testing; extended time on assignments/assessments.

- 11. Be primarily responsible in communicating their caseload students' IEP progress with parents/families.
- 12. Be assigned to teach in a resource room classroom setting, co-teaching environment, and/or special education categorical program classroom as assigned by administration.
- 13. For primary case managers:
 - a. Be responsible to monitor IEP implementation for all caseload students.
 - b. Report concerns to administration.
 - c. Notify general education teachers of changes to a student IEP and/or BIP within forty-eight (48) hours.

15.3 Individual education plans (IEP) & 504 plans.

- A. Teachers shall be relieved of teaching duties during their involvement in diagnostic interpretations meetings. Teachers required to attend IEPC/504 meetings shall be relieved of teaching duties during their involvement in said meeting.
- B. Administration will advise building principals regarding replacement of teacher participants at IEP meetings.
- C. If special education teachers cannot arrange meetings with ancillary staff, teachers are to contact special education administration, who will arrange for ancillary staff participation.
- D. PCM shall make a reasonable effort to invite a general education teacher on the student's schedule to an IEP meeting where the general education teacher's professional certifications align with the student's area of disability.

15.4 Health care needs of special education students.

- A. All needs of students who require specialized durable medical equipment will be provided appropriate equipment as mandated by the IEP. The equipment will be ordered as soon as possible. Should a student move-in mid-year the appropriate specialized durable medical equipment shall be provided.
- B. Students required to take prescribed medications during the school day should be given those medications by a trained staff member who has the knowledge and skills to administer or assist in the administration of medication to students which are necessary to maintain the student in school and those needed in the event of an emergency. These guidelines do not prohibit any school employee from providing emergency assistance to a student.
- C. When a special education/medically fragile student requires special restraints, procedures or accommodations outside what is reasonably expected within the traditional classroom, general education and special education teachers who provide services to these students, shall be provided with appropriate and necessary training in order to provide services in compliance with such students' IEP.

15.5 Year-Round Early On Intervention Service Program and Assignments.

- A. Teacher(s)/ancillary staff teachers will work the contractual number of teacher days and/or hours based upon their FTE status, and fulfill all contractual obligations, such as attendance on and participation in professional development, record days and staff meetings. The teacher(s)/ancillary staff will be required to attend child team meetings and to be in attendance on evaluation days.
- B. Early-on intervention team(s) could be comprised of the following teachers based upon the needs of the particular student: an early intervention teacher, a speech and language therapist, a social worker and/or school psychologist.
- C. The required student days and/or student service hours for these teachers will be spread over the calendar year (July 1st- June 30th). There will be a maximum of ten (10 work days for these teachers in the summer.) All days worked in the summer, including meeting days and child service days will be made up/compensated in the upcoming school year in the form of "flex days." The makeup/compensated days will not be taken on the day immediately before or the day immediately following the winter or spring break periods.
- D. If there is an unscheduled school or building closure (e.g. snow day, power outage, and/or any other reason) during one of the make-up/compensated days then the day will be rescheduled by the teacher. While the preference is for make-up compensated days to be taken as scheduled days off during the school year, if unforeseen circumstances do not permit for all of these days to be scheduled, then a teacher/non-certificated teacher will be compensated at his/her per diem rate for these days.
- E. A teacher/ancillary staff member may also elect to be compensated at his/her per diem rate for these days up to five (5) days and/or the they may opt to accumulate flex days for use during the next school year.
- **15.6** Categorical classroom communication procedure. If the special education teacher in the specialized or categorical classroom has concerns about a student's placement or performance in the classroom, the following lines of communication are available to allow dialogue regarding the concern as follows:
 - A. Discussion with other staff members of the IEP team
 - B. Discussion with building principal
 - C. Discussion with special education supervisor
 - D. Discussion with special education director
 - E. Meeting with appropriate grade level Deputy or Assistant Superintendent
 - F. Meeting with Superintendent

At each level, the parties shall attempt to resolve any issue regarding outstanding concerns.

ARTICLE 16. TRANSFERS

16.1 All administrative vacancies will be publicized by being posted at each school, at the Administrative Center, and at the TEA Office. The posting shall include all pertinent information, including qualifications. All applicants who are employees of the District shall be given consideration and shall also receive written notification of the filling of the position. The Board supports a policy

of promotion from within the District, except when local candidates fall short of qualifying well for the position in the judgment of the Administration.

- **16.2 Definitions.** When used in this Article, the following terms shall mean: (1) A transfer is a change in building, grade level, department, course or subject matter; (2) a voluntary transfer is one requested by the teacher on his/her own or at the suggestion of the Administration; (3) an involuntary transfer is one not requested by the teacher.
- **16.3** Teachers are subject to involuntary transfers from position to position and from building to building at the discretion of the Superintendent or his/her designee.
- **16.4** A teacher who is transferred shall be certified and qualified to teach in the new assignment.
- 16.5 If transfers are found to be necessary, the teacher will be notified. Upon request of the teacher, a meeting will be held between the teacher, the TEA and the Assistant Superintendent, Employee Services, at which time the teacher will be notified of the reasons for such transfer.
- **16.6** In the event a change in assignment occurs after June 1 and prior to the beginning of school in the fall, knowledge of this transfer will be sent to the teacher in writing.

ARTICLE 17. SENIORITY

17.1 Seniority is based on date of hire minus time spent on unpaid leave of absence, except for health and military leaves. Seniority is lost when employment as a teacher is terminated. Date of hire is defined as most recent first day of work or date of teacher signing first contract, whichever is first. In case of equal seniority, teacher seniority placement shall be determined by a one-time drawing among teachers tied with each other. The time and place of drawing shall be determined by the Association and Board and announced to all teachers. The first name drawn shall rank ahead of the second, the second ahead of the third, etc.

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

- **17.2** Unpaid leave of absence shall be deducted in monthly multiples from the teacher's accrued seniority.
- 17.3 To receive seniority credit for a month, a teacher must work until on or after the fifteenth (15th) of the month or return to work on or before the fifteenth (15th) of the month.
- 17.4 Should the fifteenth (15th) of a month be a non-scheduled work day, the teacher must work the last scheduled work day prior to the fifteenth (15th) of the month or return the first scheduled work day after the fifteenth (15th) of the month.
- **17.5** Seniority credit shall be earned at the rate of ten (10) months per year. To earn credit for a month, the provisions of 17.3 and 17.4 shall apply.
- **17.6** A teacher who becomes a member of the administration shall retain previous seniority but shall not accrue seniority while not in the teacher unit.
- 17.7 An updated seniority list shall be provided by October 1 on a yearly basis.

- **17.8** A substitute who is hired to replace an absent teacher and is ultimately placed under contract for the position shall have a date of hire as the first day in the assignment.
- 17.9 When a teacher's absence due to injury or illness exceeds forty (40) consecutive days beyond the accumulated sick leave, the experience credit for these excess days shall be deducted on the basis of the closest tenth of a year.

ARTICLE 18. LEAVE PAY

- **18.1** Annual Leave. Fourteen (14) leave days per year shall be allowed, without loss of pay, for the following reasons:
 - A. Personal illness
 - B. Serious illness in the immediate family, which includes spouse, children and the members of the employee's household, parents and foster parents of employee or spouse and brothers and sisters of the employee.
 - C. Death of a relative
 - D. A teacher may use a maximum of twenty (20) days from his/her accumulated annual leave for the purposes of adoption. In instances involving international adoption where travel outside of the United States is required, a teacher may use a maximum of thirty (30) days from his/her accumulated annual leave for the purpose of adoption.
 - E. Four (4) of the fourteen (14) annual leave days may be used for personal business, not including activities for pleasure.
 - F. The teacher may borrow in advance from the following year's annual leave allowance by executing a promissory note through the TEA in favor of the School District, said note to be co-signed by the TEA. The teacher may borrow a maximum of five (5) days from the following year's annual leave allowance.
- **18.2** Accumulated Leave Days. All the unused leave days shall be added at the end of each fiscal year to the employee's unlimited accumulated leave day reserve. Said leave day reserve may be used for reasons A, B, C and D above and/or as a basis for calculating severance pay.
- **18.3 Absence from a Paid Workday.** When an employee is absent on an in-service day or other paid workday, he/she shall not receive his/her salary and may be subject to penalties for such day unless his/her absence is covered under the preceding paragraphs of this Section or other sections of this Agreement.
- **18.4 Absence before or after a Paid Holiday.** Anyone wishing to take days off without pay before or after a paid holiday must make special arrangements with the Assistant Superintendent, Employee Services ahead of time, or risk loss of pay for the holiday. If more people request such time off than the Administration is able to provide substitutes for, the earlier requests will receive more consideration.
- **18.5** Adjustment due to Unfinished Contract. Instructional personnel who leave the employment of the District before termination of the current year's contract for reasons other than those beyond his/her control will forfeit one (1) leave day for each school month remaining at the date of termination of services, whether or not such leave days have already been used. Adjustment for such forfeiture shall be made on the employee's final paycheck.

- **18.6** Absence due to court appearance or hearings before an administrative agency in a case connected with employment in the District or due to being subpoenaed on any proceeding connected with school duties will be paid for without being charged against sick leave or business leave days.
 - A. Absence in non-school-related court appearances may also be paid and charged against leave days with administrative approval.
 - B. If a teacher must serve on jury duty, he/she will be paid the difference between his/her jury pay and his/her regular pay, without loss of leave days.
- 18.7 Absence due to illness resulting from contact with children at school, if the contagious contact can be traced, will be paid for without deduction from sick leave days in the case of diseases such as mumps, measles, scarlet fever, whooping cough, chicken pox, scabies, pediculosis and conjunctivitis, but not for diseases such as influenza, flu or colds.

When a student is found to have or have had a contagious disease, teachers in the building will be kept notified of the nature of the contagious disease.

- **18.8** Absence due to religious observances may be deducted from current leave as personal business days up to a maximum of three (3) more days of leave than normally allowed for personal business.
- **18.9** Time off for selective service, physical or mental examinations, and hearings regarding reclassification will not be deducted from leave days.
- **18.10** Should schools be closed due to conditions referenced in Article 9.1, any leave days usage assigned by a teacher for that day's absence will be restored to the teacher's leave bank. Teachers on extended leaves, such as FMLA, that exceed three (3) days will not have the leave days restored.

ARTICLE 19. MATERNITY, CHILD CARE, AND ADOPTION LEAVES

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

A. For Maternity:

- 1. A teacher may use sick days for the period of her disability to take a short-term leave to commence when the teacher and her physician determine that the teacher can no longer carry out her necessary teaching duties and to terminate when her physician determines she is able to return to work. Sick days may be used for up to six calendar weeks after the birth of the object child. In the event of a cesarean section, sick days may be used for up to eight calendar weeks.
- 2. In the event of miscarriage or death of the object child of the leave, the leave of absence will be terminated upon the request of the teacher. She shall be returned to a position for which she is certified. The granting of any such leaves, as described above, will in no way interrupt seniority and other rights attained thereto.

B. For Child Care:

1. A teacher may elect to remain home with the object child for the balance of the school year in which the child is born. If the teacher so indicated by written application two (2) months prior to anticipated birth, a childcare leave shall be granted.

- 2. A request for an extension of the childcare leave shall be granted upon written request to the Board by March first of the school year preceding the extension.
- 3. A combination of a maternity and a childcare leave shall not exceed four semesters following the semester or summer in which the child was born. In any case, the return from leave shall coincide with the beginning of the school year, except the Board may grant a leave that provides for a teacher to return from the leave other than at the beginning of the school year.
- 4. A teacher who is utilizing FMLA for childcare purposes on the last day of the teachers' school year shall not be considered to have used his/her first available year of childcare leave under the collective bargaining agreement.
- 5. A teacher may use up to ten (10) consecutive leave days for the purpose of paternity leave.

C. For Adoption:

- 1. An adoption leave shall be granted by the Board for up to one (1) school year upon request of the teacher. Requests for adoption leaves should be made as soon as the adoption is known to be imminent.
- D. Any extension of any maternity, child care or adoption leave beyond the time provided in **19.1** A, B or C may be granted by the Board. The denial of any extension beyond the time provided in 19.1 A, B or C is not subject to the grievance procedure.
- E. For return from maternity, childcare, or adoption leave, see 20.8.
- **19.2** Any teacher may receive up to one (1) year leave without pay for purposes of family care. This is subject to renewal at the will of the Board.

ARTICLE 20. LEAVES OF ABSENCE - GENERAL

20.1 Military Leave. Any employee covered by the salary schedule who terminates employment in the School District to perform active service in the Armed Forces of the United States is entitled to reemployment in accordance with applicable State and/or Federal law.

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

- A. Accrual of seniority shall be granted.
- B. Up to four (4) increments may be added as if the employee had been in the School District's employ during the time of such active service in the Armed Forces.
- **20.2 Teaching-out-of-District Leave.** Any teacher may receive up to one (1) year leave for the purpose of teaching outside the continental limits of the United States or in a recognized exchange teacher program or in an overseas or domestic Peace Corps assignment. Full credit shall be given for time spent in these programs.

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

- **20.3 TEA Business Leave.** Up to two (2) officers of the TEA or members appointed by the TEA, upon written request, shall be given a leave of absence, without pay, for the purpose of performing duties for the TEA. Up to one (1) year's credit on the salary schedule may be given for the time spent in this program. A second year's credit may be given upon mutual agreement.
- **20.4 Education Advancement Leave.** Any teacher may receive up to one (1) year's leave without pay for purposes of continuing education. The teacher must submit an application, a program of study, approved acceptance documents from the university of the teacher's choice, and a written statement from the teacher demonstrating the positive contributions that may be provided the school system upon completion of the leave.

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

- **20.5 Health Leave.** Upon the recommendation of the teacher's physician, a leave of absence shall be granted up to one school year, plus any unfinished school year. Two annual extensions of the health leave shall be granted upon written request of a teacher accompanied by a written statement by his/her physician. When the employee's health permits his/her return to duty, he/she shall notify the Superintendent in writing and submit a statement from his/her personal physician certifying fitness to return to duty. The Superintendent shall give the returning teacher a teaching assignment equivalent to the assignment for which he/she is certified and qualified.
- **20.6 Elected Public Office Leaves.** A member of the Association, who is a tenure teacher, elected to any local, state or federal office, may make application to the Board for a temporary leave of absence without pay, for a period of time not to exceed the term of office to which that member has been elected and upon receipt of such application, such leave shall be granted by the Board.
- **20.7 Personal Leave.** Any teacher may receive a one (1) school year leave without pay for exceptional reasons. The teacher shall submit a letter of application identifying the exceptional reasons for requesting said leave. The leave shall coincide with the school year. The teacher must give written notice by March 1 of intent to return the following fall. A teacher returning from personal leave will be assigned to a position for which he/she is certified and qualified.
- **20.8 Reinstatement from Leave.** Notice of intent to return at the beginning of the school year must be given by March 1.

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

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

ARTICLE 21. SABBATICAL LEAVE

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

- A. Up to two (2) members of the staff may be granted sabbatical leave each calendar year. Candidates for sabbatical leave shall be reviewed jointly by the Board and its representative and the TEA.
 - 1. The deadlines for making application for sabbatical leave shall be April first and December first, for the first and second semesters respectively.
 - 2. To be eligible, the applicant must have been employed a minimum of seven (7) consecutive years in the Troy School District, and possess a permanent teaching certificate. Approved leaves of absence will not count toward the seven (7) year requirement, but will not interrupt the consecutive years of service.
 - 3. Sabbatical leave will be granted for at least one (1) school system semester or for one (1) school year. In the event the Board is notified in advance that the program is a two (2) year program, a one- (1-) year educational advancement leave (Article 20, Section 20.4) will be granted for the second year. In the case of a two- (2-) year program, one year's full salary shall be prorated over the course of the two years.
 - 4. The applicant must furnish upon request one (1) written report per semester to the Board. This report shall concern itself with his/her progress while on sabbatical leave.
 - 5. A screening committee will be appointed by the Superintendent. The teacher members of this committee shall be selected from a list submitted by the TEA. The Superintendent may request additional names be added to the list in the event he/she feels he/she is unable to make a selection from the list submitted. This committee will consist of one administrator, one senior high school teacher, one middle school teacher, two elementary school teachers, and one person from "special services." This committee will make a recommendation to the Superintendent. The committee will give consideration to the following when evaluating candidates:
 - a. Overall benefit to the school system
 - b. Type of work to be pursued
 - c. Length of service in Troy
 - d. Proportional grade level distribution
 - 6. The screening committee will make its recommendations within thirty (30) days of the application deadline.
 - 7. All applicants will be notified in writing of the Board's decision by the Superintendent or his/her representative.
 - 8. Before beginning the sabbatical leave, the teacher shall enter into a contract, to return to active service in the Troy School District for a period of at least two (2) years after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board, or shall have furnished a cash bond in the necessary amount received by the teacher during the sabbatical leave. This rule shall not apply in cases where the person becomes incapacitated or in cases where the rule is waived by the Board.
 - B. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave

shall be treated as teaching service for purposes of applying the salary schedule set forth in Schedule A of this Agreement and seniority credit.

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

ARTICLE 22. LINES OF COMMUNICATION

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

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

ARTICLE 23. GRIEVANCE PROCEDURE

- **23.1 Purpose.** The purpose of this procedure is to secure, at the most appropriate administrative level, equitable solution to the problems which may from time to time arise affecting the welfare or working conditions of teachers as provided for in this Agreement. Both parties agree that these proceedings shall be informal and confidential.
- **23.2 Definition.** A grievance shall mean a claimed violation of this Master Agreement or a complaint involving its interpretation or application. The grievance procedure shall not apply to any matter which is prescribed by law, or state regulations, or over which the Board is without power to act. However, the right to grieve shall not be denied in case of an alleged misinterpretation of established law or state regulation. A grievance may be filed by an aggrieved teacher or by the TEA.
- **23.3 Procedure.** Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

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

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

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

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

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

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

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

23.4 Miscellaneous.

- A. Grievances filed at Step One shall be passed on to the proper step immediately when it has been determined that the administrators at the above-stated step do not have the authority to act on the grievance.
- B. It is assumed that grievance problems will be handled at times other than when the teacher is at work and the members of the TEA and administration will be present to process grievances promptly. Release time for the purpose of processing grievances at Steps One and Two, inclusive, will be provided for the grievant, witnesses and the TEA representative by mutual agreement between the TEA and the appropriate administrative level personnel. Release time shall be provided for witnesses, the grievant, and the TEA representatives for the purpose of participating in arbitration hearings as provided for in Step Three. All release time shall not cause the released parties to suffer loss of salary or any leave days. The TEA will make every effort to notify the Employee Services Department at least forty-eight (48) hours in advance.
- C. If the teacher pursued the grievance without TEA support as prescribed in Step Two, the right of the TEA to be present and to present a view at hearings in Step Two is preserved, and the TEA is to receive copies of written decisions at all steps.
- D. If more than one teacher has a similar complaint, the TEA may file a grievance to be commenced at Step Two, in lieu of multiple individual grievances.

- E. Failure at any step of this procedure to communicate the decision on a grievance within a specified time limit is cause for relief sought to be granted, provided the TEA notifies the appropriate administrative agent that they have failed to answer a grievance in a timely fashion and such failure to answer continues for five (5) days from receipt of notice that such response has not been made.
- F. Failure to file the grievance in writing as specified in Steps One and Two shall mean the grievance is waived. Failure to forward the grievance to Steps Two through Three shall mean that the grievance is waived, providing the administrator at the previous step notifies the TEA that such forwarding of the grievance has not taken place in a timely manner and that the TEA continues its failure to forward the grievance for five (5) days after receipt of notification of failure to proceed.
- G. If the employee elects to be represented, he/she may be present at any step of the grievance procedure where the grievance is to be discussed except that he/she need not be present where it is mutually agreed that no facts are in dispute and that the sole question is the interpretation of this Agreement.
- H. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
- I. The TEA may process a grievance on behalf of an employee or group of employees. Grievances processed by the TEA on behalf of an individual must be signed at Step One and Two, whichever is appropriate, or the individual employee must sign a letter authorizing the TEA to process a grievance on his/her behalf. A grievance processed by the TEA on behalf of a group of employees must be signed by at least one (1) member of that group at Step One or Two, whichever is appropriate, or a letter signed by at least one (1) member of that group authorizing the TEA to process said grievance.
- J. During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition will not be made public without the agreement of all parties, except as otherwise may be required by law.
- K. There shall be no reprisals of any kind by any administrative personnel taken against any party-in-interest or his/her TEA representative, or any other participant in the procedure set forth therein by reason of such participation.
- L. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- M. Forms for filing grievances (Appendix 1), service notices, taking appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of procedures set forth herein.
- N. Grievances which have not been resolved prior to the expiration of this Agreement shall continue to be processed according to the terms of the Agreement until resolved.
- O. Grievances challenging alleged violations of contract occurring during the last two (2) weeks of school (other than continuing violations) shall be filed in compliance with the time limits specified in Step One or Step Two, whichever is applicable; however, processing of all grievances shall be suspended for forty-five (45) calendar days during the summer recess. The forty-five- (45-) day period shall be determined by the TEA which shall notify the Board, in writing, in advance of the dates of the suspension period.

ARTICLE 24. NEGOTIATION PROCEDURES

- **24.1 Discussion of Non-Agreement Items.** It is agreed that items not covered by this Agreement but of common concern to the TEA, teachers and administrators in the school system may be discussed from time to time. The practice of free and open discussion between the TEA, teachers and administrators at all levels is to be preserved and the formulation of an agreement is not intended to limit the areas of discussion or concern.
- **24.2 Negotiating Teams.** In any negotiations herein described, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the TEA, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- **24.3** Negotiation Time. Negotiations shall be carried on at times mutually agreed upon and essentially outside of the teacher's regular working period.
- **24.4** Annually, individual teacher contracts for the following school year for non-tenure personnel, including those recommended for tenure, will be issued on or before June 1 of the current school year. The individual contracts issued to non-tenure teachers and those receiving their first tenure contract shall be returned to the Employee Services Department on or before the tenth work day after issuance. The contract will contain the current year's teacher salary figure until a new Agreement has been achieved. Once a teacher receives a tenure teacher contract, such contract will be considered to be continuing until such time that the teacher is notified to the contrary. Tenure teachers will receive an annual salary notification. All contracts issued by the District will be subject to the Master Agreement entered into between the Board and the TEA.

ARTICLE 25. MISCELLANEOUS PROVISIONS

- **25.1** The Board may use any legal and reasonable procedure to establish facts in any investigation instituted within its jurisdiction involving employees, students and/or school property.
- 25.2 At each regular and special Board meeting, the TEA will be provided with copies of minutes of previous meetings, the Superintendent's recommendations, monthly financial reports, the agenda, and other public materials. Copies of the agenda and administrative recommendations will be sent via intra-district mail to the Assistant Superintendent, Employee Services and the officers of the TEA and the building representatives, with two (2) copies being sent to the President. The list of persons to receive these materials shall be furnished to the Central Office and kept current by the TEA.

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

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

- **25.4** Fifty (50) printed copies of this Agreement shall be prepared at the expense of the Board for the TEA. Each member shall have access to a copy of the collective bargaining agreement on the District's Intranet site, may print a copy of the agreement on a district printer.
- 25.5 If any provisions of this Agreement or any application of the Agreement to any employee or group of employees should be found to be contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall meet and renegotiate any provision or application of the Agreement found contrary to law.
- **25.6 Professional Relations Committee.** The Board and the TEA will establish a committee of not to exceed six members, three from each party, which will meet on a regular basis during the school year to discuss and study matters of mutual interest concerning the Troy School District which fall within the provisions of this contract and/or other matters of mutual concern. The purpose of these meetings shall be to provide a means whereby:
 - A. The items of concern to the TEA may be brought to the attention of the Board representatives for consideration.
 - B. The items of concern to the Board may be brought to the attention of the TEA representatives for consideration.
 - C. A high level of mutual understanding may be maintained.
 - D. To clarify and/or assist in interpreting the language of the contract.
 - E. To identify any committees that exist in the District and discuss their goals and progress.

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

- **25.7** If an economic portion of this Agreement that is not enforced because of questioned legality later becomes legal, or would have been legal had payment been made, the Board will pay all affected teachers retroactive monetary benefits as soon as feasible after the legality has been determined.
- **25.8 Automobile Insurance.** A teacher using his/her automobile while performing or acting on authorized school business shall have automobile insurance or be responsible equal to the state minimum insurance requirements.
- **25.9 Professional Development and Educational Improvement.** The Board agrees to pay the cost of tuition and texts for in-service courses initiated by the Board and will recognize and accept whatever credit accrues from their satisfactory completion.
- **25.10 Outdoor Education Program.** No teacher shall be required to participate in the outdoor education program. Participation in this program shall, to the extent possible, be limited to fifth grade teachers and students.
- **25.11** Teachers have the option not to report to their building on teacher work days at the end of the first, second and third quarter. Teachers may leave on the last day of school once their work is complete and they have checked out with the building principal

- **25.12** In an effort to limit the solicitation of teachers by agents for 403(b) and 457(b) products, the parties agree to cap the number of agents as of June 30, 2004. The parties may agree to add an agent (who meets the district's standards) upon mutual agreement if the parties determine a waiver is in their best interests. It is understood that MEA Financial Services will remain a vendor for as long as it complies with the District's requirements.
- **25.13 Tenure in a Capacity Other than as a Classroom Teacher.** No employee under this Agreement shall acquire tenure in any capacity other than as a classroom teacher. Any such tenure previously acquired by any teacher employed under this Agreement is waived.
- **25.14 Summer School.** The Board agrees to pay bargaining unit teachers for such summer school work a rate of pay not less than that paid during the summer of 1992.

25.15 Mentors.

- A. The District retains the discretion to assign mentors which assignments are subject to acceptance on a voluntary basis. Each mentor shall be paid Five Hundred Dollars (\$500) per mentee as designated within Schedule C.
- B. Each mentor shall be assigned one (1) mentee. All applications for exception are to be forwarded to the Assistant Superintendent for Employee Services. If mentors are approved to work with more than one (1) teacher, meetings may not be concurrent, and mentors shall not be assigned more than two (2) mentees. The mentor receives the contractual stipend for each mentee.
- C. The mentor assignment is typically for one (1) year.
- D. Mentors and mentees shall keep a log of their activities per District protocol. (See Appendix 2.)
 - 1. Mentors must provide mentees with at least fifteen (15) hours of mentor time.
 - 2. The only time mentors can count towards the minimum fifteen (15) hours is time outside of the mentor's regularly scheduled work time. (E.g. Mentoring may occur on their duty-free lunch.)
- E. The log should be completed on or before June 1st and forwarded to the Assistant Superintendent, Secondary Instruction or Assistant Superintendent, Elementary Instruction at Central Office. The log will be used to validate mentor session time.
- F. Mentors and mentees will be surveyed at the end of the year based on mentoring duties defined below in Section G.
- G. Mentors will work with mentees in a variety of ways on a variety of issues. The goal is to help the mentee improve his or her craft and attain/maintain effective performance. Issues that mentors and mentees might address include any of the following:
 - 1. Daily routines in school;
 - 2. Preparing lessons using District approved curriculum;
 - 3. Meeting standards;

- 4. Interpreting MEAP/MME or other student growth or proficiency data;
- 5. Classroom assignment;
- 6. Preparing substitute teacher folders;
- 7. Procedures for field trips;
- 8. Building protocols and procedures;
- 9. Where to access technology help;
- 10. How to access e-mail and voice mail messages;
- 11. Parent meetings;
- 12. Classroom management;
- 13. Student records;
- 14. Where to find recourses for the classroom;
- 15. IEP issues;
- 16. School committees; and/or
- 17. How to get involved in extra-curricular events.
- H. Mentors and mentees should find ways of touching base on regular occasions. Mentors should be able to serve as a guide to help the mentee manage curriculum, classroom management, and building/student/parent issues.

I. Mentor Expectations.

| The mentor is always available to the mentee. The mentor frequently initiates contact with the mentee. Regular mentor sessions are planned. Problem Solving | wn he or ilizes e for |
|--|--------------------------------|
| The mentor frequently leads the mentee into discovering possible solutions to problems on his or her of through asking questions and making suggestions. Occasionally, the mentor includes reference to how she would handle the situation. The mentor frequently takes the opportunity to ask reflective questions of the mentee. The mentor ut reflective questioning skills to invite the mentee to look at his or her teaching practices with an ey improvement. The mentor models *The Learning Cycle. Confidentiality | he or ilizes e for |
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| peer coaching feedback that is specific and evidence based in a timely manner. The feedback is design | itive |
| | |
| increase the mentee's teaching skills by reinforcing "Best Practices" that are observed. Feedback also | .u 10 |
| includes reflective questions centered on areas for improvement. | |
| | ***a1** |
| | very |
| involved with students, parents and staff. The mentor models a positive attitude toward the school, the | |
| District and the community at large. The encouragement to succeed is genuine. | |
| Knowledge of The mentor demonstrates an in depth understanding of content pedagogy and student standards. The mentor demonstrates are in depth understanding of content pedagogy and student standards. | |
| Content actively interprets how the content can be put into practice in the classroom using effective pedagogy to | or all |
| students. | |
| Technology The mentor frequently utilizes information-age learning and technology to enhance the mentoring | |
| experience. | |
| Managing Student The mentor can effectively manage and monitor student learning for ALL students, can systematically | |
| Learning organize lessons and frequently offers assistance. | |

J. Mentoring Sessions.

- 1. Mentoring will occur in a variety of formal and informal settings.
- 2. Mentors and the mentees will create a schedule of formal mentoring sessions. At a minimum, monthly individual mentoring sessions should be scheduled. Time should be set aside for these more formal sessions. Formal mentoring time can be scheduled before or after school. Mentors and mentees can also decide to meet on the weekend or in the evening.

- 3. Mentors can and should meet with the mentee on an informal basis to review lessons, talk about problems that have just arisen, etc. These conversations will often take place in the hall, at the copy machine, during lunch, etc.
- 4. Upon request, mentors shall be provided with release time to conduct two (2) classroom observations of his/her mentee. This time shall be mutually scheduled by the mentor, mentee and building principal based upon the availability of guest teacher coverage or other suitable coverage for the mentor's classroom/assignment. Any additional release time for the mentor and/or release time for the mentee is subject to approval by the building principal.
- 5. Mentors and mentees can earn up to fifteen (15) hours of professional development for the mentoring activity.
- 6. Generic mentoring sessions shall be created for 1st and 2nd semester on the District's professional development tracking system. These sessions shall appear on the professional development calendar on January 15 and May 15 of the given school year. Each of these generic mentoring sessions is for seven and one-half(7 ½) hours of professional development credit. Mentors and mentees shall register for these generic sessions instead of submitting special requests.
- K. Mentor payment will be validated based on the mentoring log that is submitted by the mentor on or before June 1st.
- L. The provisions within this Article may be altered upon mutual agreement by both parties.

ARTICLE 26. INSURANCE

26.1

A. The District shall maintain compliance with the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011) and employee payroll deductions are authorized as necessary for this purpose. During the term of this agreement, the District shall pay the annual maximum amount allowable by PA 152 toward the total cost of the medical and prescription premiums for the plans offered (or the maximum contribution allowed by any contractual restrictions outlined in this agreement). The Board and the Association agree to convene annually to review plan coverage offerings and employee premium contribution amounts consistent with PA 152.

Teachers are responsible for paying the difference, which shall be deducted evenly through pre-tax payroll deductions. Deductions shall be made over 21 pays, beginning with the first pay of the school year.

MESSA PAK A is a benefit program which combines medical, dental, vision, life and long-term disability insurances listed in Article 26.1 into two plans, with MESSA as the administrator/carrier. It is understood that if a husband and wife are both employed as teachers by the District, they and their dependents shall only be covered by one District-paid MESSA PAK A insurance plan (i.e., the district shall only pay the annual amount indicated above for the appropriate level of coverage – single, two person or family one time.)

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

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

Plan A

Medical: The mutually agreed upon MESSA health insurance plans found on the Employee Services Intranet and District Transparency Report. This medical insurance shall be provided for the employee, spouse, and/or eligible dependents.

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

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

Vision: <u>VSP III:</u> Full Family; true group with internal and external coordination of benefits. Long-Term Disability:

Long term disability income insurance to cover all regular contracted full-time and half-time employees under the age of seventy (70) after the first sixty (60) calendar days of any illness or disability. Such insurance shall pay up to twothirds (2/3) of his/her regular salary and reduced by any amounts paid or payable under Worker's Compensation, Social Security, or any school sponsored pension plan. The remuneration under this article is as established under the company's policy and is paid at the daily rate of seven (7) days per week, fiftytwo (52) weeks per year of one/three hundred sixty-fifth (1/365)of the annual salary of the employee. This remuneration is paid for up to age seventy (70) for both accident and illness. Currently, MESSA waives insurance premiums for the first twenty-four (24) months a teacher is drawing long-term disability insurance benefits. The parties agree that if MESSA changes their current practice to adversely affect a teacher who is drawing long-term disability insurance, the Board shall provide for all insurances without cost to the teacher who is on long-term disability through August 31 of the school year the teacher goes on disability.

OR

Plan B (for employees who do not choose Plan A, do not receive Plan A benefits or other Board-provided medical insurance coverage through his/her spouse (except for those teachers hired and married to another district employee prior to December 31, 2008). This provision shall not restrict any teacher from receiving District-provided Plan B insurance coverage currently provided by MESSA PAK B at the benefit levels indicated in this provision.

Life: Same as Plan A (teacher only). Dental: Same as Plan A (full family). Vision: Same as Plan A (full family).

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

Cash Payment: Teachers shall receive a cash payment of \$1,000 annually. If forty-five (45) or more teachers elect not to receive district provided medical insurance coverage, then the rate of payment shall be \$2,500 annually. This amount shall be paid in two equal payments, the first in the second payroll in January and the second payment in the second payroll in June.

OR

B. This Section 26.1 is subject to the following: MESSA PAK insurance is available only for the term of the Agreement and is an open issue for collective bargaining on the expiration of this Agreement. Further, if after the expiration of one year of MESSA PAK insurance the Board is able to demonstrate that it could furnish comparable long term disability and life insurance for the ensuing years at a lesser cost than MESSA PAK then it will be permitted to purchase such insurance for comparable benefits from another carrier and have the program revert to MESSA Choices II. Any issue relative to whether MESSA PAK insurance is of lesser cost than some other carrier can provide is subject to arbitration in the event of disagreement, and the parties shall have full discovery consonant with the Michigan Court Rules relative to the costs of MESSA PAK insurance. The TEA's only obligation in obtaining such information shall be to request such information in writing from MESSA, a copy of which shall be provided to the District.

EXAMPLE:

The Board may bid life and LTD insurances under the same terms and conditions that existed under the 2011-2013 contract. If the total premium amount to provide such life and LTD coverages to teachers, when added to the published MESSA Choices II SuperCare1 Revised, MESSA Dental and MESSA Vision* premiums (at the rates currently in effect when the Board bids the life and LTD insurances) would be less than the District's total premiums paid for MESSA PAK, then the District shall no longer be obligated to provide insurance coverages through MESSA PAK. If this occurs, the District shall provide the insurance coverages and carriers specified in the 2011-2013 contract, with the exception that it shall provide MESSA Choices II

- **26.2** All of the insurances shall be Board paid for twelve (12) months for each teacher who completes his/her contractual obligation, and on a pro-rated basis if less than his/her contractual obligation is completed, except as stated in the following paragraphs.
 - A. Any teacher who commences an unpaid leave of absence on or after April 1, which shall continue for the remainder of the school year, shall have his/her fringe benefits paid by the Board through August 31 of the calendar year in which the leave commenced.

- B. Should April 1 not be a scheduled work day, an unpaid leave which commences at the end of the last scheduled work day for purposes of this Agreement will be considered to have commenced on April 1.
- C. For employees who go on leaves, the Board will sponsor direct-pay coverage by the teacher at group rates to the extent the insurance company will allow, up to a maximum of twelve (12) months. This provision applies only to health insurance coverage. Other coverages cease at the end of the month in which the leave begins.
- D. The Board shall provide all insurances to a teacher who retires (after April 1) through June 30th of the year in which he/she retires. The retiring teacher shall be reimbursed for MPSERS insurance premium co-pay amounts for July and August of the year in which he/she retires.
- **26.3 Worker's Compensation.** Any employee who is injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation Law of the State plus any other benefits from Social Security or public sources. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular pay for a period not to exceed sixty (60) calendar days, without deduction of his/her accumulated sick leave.

ARTICLE 27. SALARY SCHEDULE APPLICATION

- **27.1 Professional Growth.** Professional growth salary adjustments shall be paid as follows: Effective after the start of the 2009-2010 school year, a teacher shall only be allowed to advance to BA+20, MA, MA+30/EDS, PHD/EDD. However, teachers currently on eliminated lanes MA+10 and MA+20 and current teachers that have successfully completed classes for MA+10 and MA+20 before the start of the 2009-10 school year, will be grandfathered in accordance with the September deadline in Article 27 G. Teachers on eliminated lanes as of June 30, 1997, i.e. BA+15, BA+25, MA+5, MA+15 and MA+25, and BA+30 as of December 14, 1971, have been red-circled and shall not be forced to move to another lane during the term of this contract. Only teachers hired on or before December 14, 1971, are allowed to advance to BA+30. Courses applicable for professional growth shall be those acceptable to:
 - A. an accredited (North Central or regional equivalent) college or university's own undergraduate or graduate degree program. All coursework must be submitted to the District on the institution's official transcript according to the following:
 - 1. graduate level (post baccalaureate) classes
 - 2. BA level classes that will lead to an additional endorsement must be pre-approved by the Assistant Superintendent or Director of Employee Services.
 - B. For classes successfully completed by the first day of the school year and recorded in the Board office by the last Friday in September, payment shall start on the second (2nd) pay Friday in October.

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

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

- C. For classes successfully completed by the first day of the spring semester and recorded in the Board office by February 15th, payment shall begin on the second pay Friday in March.
 - In the event that evidence of course completion is not recorded by February 15th, but is received by June first, then payment shall be postponed until the last pay in June.
 - In either event all monies shall be retroactive to the first day of the spring semester. Payment shall be one-half the yearly professional growth rate.
- D. Teachers who have a masters (MA) may pursue an English as a Second Language (ESL) endorsement (which requires 21 credit hours). Teachers who receive this endorsement and have completed at least 21 post masters credits will realize a permanent MA+30 lane advancement and will not be expected to obtain the remaining nine (9) credit hours needed to achieve their MA+30 lane advancement. Teachers who receive a masters in ESL only need to complete an additional 21 credit hours to advance to a MA+30 lane.

27.2 Rules for Applying Schedules.

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

27.3 Increments.

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

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

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

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

A. He/She has completed a master's degree plus thirty (30) semester hours:

- B. The school psychologist has completed a master's degree in psychology and the master's program required at least sixty (60) semester hours of credit; and/or
- C. The school social worker has completed a master's degree in social work (MSW generally requires at least a sixty (60) semester hour program in social work).

ARTICLE 28. PROTECTION OF TEACHERS

- **28.1 Classroom Control.** The authority and effectiveness in the classroom shall be primarily the teacher's responsibility. The Board and Administration will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, alternative education placement, or law enforcement personnel, the teacher shall advise the principal in writing. Having been advised the principal will schedule a building team (teacher, social worker, principal, psychologist, etc.) meeting. The meeting will be held without undue delay.
- **28.2 Assault Charges.** Teachers shall observe such rules concerning punishment of students as may be established by the Board. In the event civil proceedings are brought against a teacher alleging that he/she committed an assault in the course of this employment, he/she will be provided legal counsel by the Board.
- **28.3 Injury.** For injury sustained on duty, see Article 26.3, Worker's Compensation, and Article 26.1 A, Long Term Disability.
- **28.4 Safety and Liability.** Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable to the Board for damage or loss to person or property except in the case of gross negligence.
- **28.5 Legal Counsel.** Upon request of a teacher who is assaulted as a result of classroom or extracurricular duties, the Board will provide preliminary legal counsel, but not representation.
- **28.6** Teachers are not required to enter a "bomb scare" building until the building has been declared safe by the police department.
- **28.7** Working time lost by a teacher as a result of school-work connected assaults or charges of assault shall not result in loss of salary or leave time, unless the teacher is found guilty.
- **28.8** A teacher shall be reimbursed for loss, damage or destruction of clothing or personal property as a result of theft, vandalism or assault related to teaching duties unless due to negligence or criminal guilt of the teacher, if such loss exceeds fifteen dollars (\$15.00) and does not exceed one hundred dollars (\$100.00). The application shall be in the form of a letter within one school/work week of the damage, and shall be made before the end of the fiscal year (June 30).

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

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

ARTICLE 29. SEVERANCE PAY AND RETIREMENT/RESIGNATION

- 29.1 All tenure teachers with ten or more years of seniority in the Troy School District shall upon termination of employment from the Troy Schools, receive severance pay in the amount of one half (1/2) of the per diem rate of pay for unused sick days provided for in Article 18 to a maximum accumulation of sixty (60) days. Thirty (30) additional unused sick days will be paid for at the current guest/substitute teacher pay rate to tenure teachers with ten or more years of seniority in the Troy School District. All tenure teachers with less than ten years of seniority in the Troy School District shall upon termination of employment from the Troy School District receive severance pay in the amount of the current guest/substitute teacher pay rate for unused sick days provided for in Article 18 to a maximum accumulation of ninety (90) days. Probationary teachers are not eligible for severance pay. Severance pay shall be paid within two (2) pay periods of request for said severance pay. Such request shall be made within twelve (12) months of termination. Severance pay will not be paid in cases where proper notice of leaving was not given or where illegal or immoral or other unethical conduct by the employee is involved. A teacher whose severance payment is five thousand dollars (\$5,000.00) or more shall have said payment deposited into a 403 (b) offered through the District.
- **29.2** All teachers who retire with ten (10) or more years of service in Troy shall, at their option, be paid severance pay as set forth below in lieu of pay for accumulated sick leave. A teacher whose severance payment is five thousand dollars (\$5,000.00) or more shall have said payment deposited into a 403 (b) plan offered through the District

10-14 years' service - \$1,000.00 15-19 years' service - \$1,500.00

20 or more years - \$100.00/per year

- **29.3** In case of death during a teacher's employment, the teacher's beneficiary on his/her retirement card shall receive either severance pay under 29.1 or severance pay in lieu of pay for accumulated sick leave under 28.2, whichever is greater, but not both.
- **29.4 Mid-Year Notice Requirement.** A teacher resigning or retiring must give a minimum of ninety (90) days' notice in order to be eligible for severance, except in extenuating circumstances including, but not limited to, death of a family member, spousal job transfer/relocation, and other family crisis. Teachers providing less than the 90-workday notice, but more than 30-days' notice, shall receive a prorated severance payment; i.e., a teacher giving 89-days' notice shall be eligible for 89/90ths of the severance benefit. Teachers giving less than 30-days' notice shall not be entitled to any severance benefit, assuming there are no extenuating circumstances. A written notice should be sent to the Assistant Superintendent, Employee Services.
- **29.5 End-of-Year Notice Requirement.** Teachers resigning or retiring prior to the start of the next school year must give notice by March 30th (90 days prior to the end of the preceding school year). Teachers providing less than the 90-workday notice, but more than 30-days' notice, shall receive a prorated severance payment; i.e., a teacher giving 89-days' notice shall be eligible for 89/90ths of the severance benefit. Teachers giving less than 30-days' notice shall not be entitled to any severance benefit, assuming there are no extenuating circumstances. A written notice should be sent to the Assistant Superintendent, Employee Services.

ARTICLE 30. MASTER SICK BANK

- **30.1 Master Sick Bank Plan.** The procedure for the administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible teachers who apply and whose applications are subsequently approved for sick day(s) benefits.
- **30.2 Funding of Sick Bank.** The Master Sick Bank shall be funded in accordance with the following provisions:
 - A. Teachers newly employed by the School District shall have one sick day of their advance current allowance transferred to the Master Sick Bank at the beginning of their employment.
 - B. The maximum number of sick days in the Master Sick Bank shall be twice the number of teachers in the bargaining unit.
 - C. The above one sick day transferred to the Master Sick Bank from the current allowance of a teacher, or any other sick days so transferred, shall not be deducted from the days remaining in the Master Sick Bank at the time a teacher terminates his/her employment with the School District.
 - D. If the number of days in the Master Sick Bank falls below 25 percent of the maximum funding of days prior to the end of any school year, the TEA will notify the Board to make a transfer of one (1) more day from each teacher's current allowance to the Master Sick Bank.
- **30.3** Eligibility Master Sick Bank. Any teacher shall be eligible to make application to the Sick Bank Committee for sick days of benefit after he/she has been incapacitated for at least fifteen (15) consecutive working days and has used all of his/her own allowance. If a teacher is incapacitated for at least fifteen (15) working days (not necessarily consecutive working days) in any one (1) year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same doctor who handled the case originally verified by written statement that such incapacitation is a recurrence, then the fifteen (15) consecutive day eligibility requirement could be waived in this instance at the discretion of the Sick Bank Committee.
- **30.4 Application.** Each application for sick days of benefit from the Master Sick Bank must be submitted on the Sick Bank Application form to the Sick Bank Committee, and such application will be approved or rejected on the basis of the individual teacher's circumstances. All applications must be accompanied by supporting doctor's statements.
- **30.5 Sick Bank Committee.** The Sick Bank committee shall be composed of three (3) teachers to be selected in any manner determined by the TEA and two (2) administrators to be selected by the Board. They shall hold membership on the committee for such terms as the TEA may determine. Any application approval by the Committee shall be by a majority vote of the entire Committee.
- **30.6 Administration.** The Master Sick Bank shall be administered by the Sick Bank Committee in accordance with the following provisions:
 - A. No teacher shall be allowed more than the number of days needed to satisfy the waiting period for LTD benefit from the Sick Bank in any school year.

- B. The form authorizing an award of sick days from the Master Sick Bank to a teacher which is sent to the Board for payment must be accompanied by supporting doctor statements used by the Committee in making their decision (for Board review) and signed by three (3) members of the Sick Bank Committee and one of the following:
 - 1. President of the Troy Education Association
 - 2. Executive Director of the Troy Education Association

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

- C. The records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three (3) members, with one member each to be appointed by the Board, by the TEA, and by the Sick Bank Committee. A copy of the audit report shall be furnished to the Board, TEA and Sick Bank Committee.
- **30.7 Board Retention of Sick Days.** All sick leave days accumulated by any teacher in his/her current allowance or those days transferred to the Master Sick Bank from his/her current allowance shall be subject only to the contingent liability of actual sick claim use by the teacher or the Master Sick Bank All sick leave days which are not used by the teacher or the Master Sick Bank during the period of his/her employment shall not be subject to any other type or kind of claim in any form whatsoever by the teacher or the TEA when his/her employment has terminated.
- **30.8 Sick Bank.** The Board recognizes that the Sick Bank Committee's decisions cannot be reversed by the Board.

ARTICLE 31. ANNEXATION AND CONSOLIDATION

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

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

ARTICLE 32. DISTRICT ORGANIZATION

32.1 Departments.

A. The assignment of each teacher shall be consistent with primary teacher responsibility. ESL teachers shall be assigned to a department within their building based on certification.

- B. Every teacher in each high school shall be assigned by the building administration to a department headed by a department chairperson within that building as listed below:
 - 1. Math
 - 2. Social Studies
 - 3. Science
 - 4. English/Library/Media/Speech
 - 5. Business
 - 6. Physical Education
 - 7. Counselors

- 8. Vocational Education: Industrial Arts,
 Vocational Education, Home Economics
- 9. Foreign Language
- 10. Special Education
- 11. Fine Arts: Arts, Music (Vocal and Instrumental), Drama
- 12. Learning Disability Teacher Consultants
- C. Every teacher in each middle school shall be assigned by the building administrator to a department headed by a department chairperson within that building as listed below:
 - 1. Math
 - 2. Science
 - 3. Social Studies

- 4. English/Library/Media/Reading/Speech
- 5. Special Education (Resource Room)
- 6. Learning Disability Teacher Consultants
- D. Every teacher eligible for district-wide departments shall be assigned by the Administration to a department headed by a department chairperson (*Special Education shall have two department heads).

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

- 1. Foreign Language
- 2. Home Living
- 3. Learning Disability Teacher Consultants
- 4. Business
- 5. Counselors

- 6. Physical Education
- 7. Industrial Arts Education and Vocational Education
- 8. Fine Arts: Music (Vocal & Instrumental), Drama, Art
- 9. Special Education/Categorical Program Teachers (6-12)
- E. Department heads for elementary level district-wide shall be:
 - 1. Special Education (Resource Room)
 - 2. Fine Arts (Art/Music)
 - 3. Physical Education
 - 4. Special Education/Categorical Program Teachers (Early On, Early Childhood, K-5)
 - 5. Learning Disability Teacher Consultants
- F. One (1) district level department head for itinerant staff department (Social Workers, Psychologists, Speech Pathologists)
- G. One (1) district level department head for media staff.

32.2 Department Head Qualifications.

- A. Must be a tenure teacher or, in the case of non-certificated personnel, must have completed a probationary period equivalent to the probationary period prescribed by the Tenure Act for certificated teachers, unless there are none available.
- B. Must be a teacher within the department headed.
- C. Shall have taught the previous year within the department headed, except in new buildings or a reorganized school.
- D. Should have a major or minor in one of the areas of the department unless there are no teachers with said major or minor available.

- E. Qualifications for special education itinerant department head:
 - 1. An individual possessing a teaching certificate must have completed his/her probationary period at the time of selection to the department head position.
 - 2. An individual who does not possess a teaching certificate must have completed a probationary period equivalent to the probationary period prescribed by the Tenure Act for certified teachers.

32.3 Department Head Selection.

- A. The department heads shall be elected by secret ballot of the eligible department members during the last ten (10) days of the teachers' school year. The term of office shall be two (2) years. To elect, all department members must be notified at least three (3) days prior to the election itself. It shall require a majority of those eligible to vote to be elected.
- B. If during the school year a vacancy occurs in the position, the same election procedure shall be applied to elect a department head to finish the unexpired term.
- C. A new election may be called by a majority of the eligible department members by a signed petition. Should an election take place, it shall be held within five (5) school days.
- D. The same election procedure shall be applied to elect a department head to finish the unexpired term.

32.4 Department Head Duties.

- A. Shall be a member of the building curriculum committee if such a committee does exist.
- B. Shall hold regular meetings with the members of the department to keep them informed on matters of concern to them.
- C. Shall assist new teachers in becoming familiar with the school and the department and their particular responsibilities.
- D. Shall be responsible for the supervision and coordination of the curriculum of the department to include coordination of textbook selection.
- E. Shall serve as a liaison between the individuals of the department and the administration when necessary.
- F. Shall forward requisitions and requests from within the department to the building principal.
- G. Shall perform such other miscellaneous duties that are requested by the members of the department and the administration that may be deemed reasonable and proper.
- H. Shall serve as a member of the Secondary Curriculum Committee if such a committee exists. Elementary department heads shall serve as a member of any curriculum committee relating to their department if such a committee exists.
- I. Each department shall hold regular departmental meetings as frequently as is necessary to keep its members informed of matters of mutual concern and to maintain the orderly operation of the department. Such meetings will be scheduled by the department head at

such times as are mutually agreeable to as many members of the department as possible. All department members shall normally be expected to attend such meetings. When a member cannot attend the meeting, the member shall notify the chairperson in advance.

- J. Schedule for itinerant staff (art, music, physical education) shall be prepared by their department heads subject to the approval of the administrator in charge of the area of instruction.
- K. Any committee work directly related to the responsibilities of the department head listed above will not count as a committee assignment under Article 6, Section 6.2B.
- **32.5 Release Time.** Each department head shall have release time dependent on the number of department members. A department head with nine (9) or fewer members in his/her department shall be provided up to nine (9) half days per year. A department head with ten (10) or more in the department shall be provided up to fourteen (14) half days per year. The department head shall notify the principal in advance those days he/she wishes to utilize. The department shall notify the sub caller for release days.

32.6 Head Teacher, Elementary.

- A. <u>Oualification for Head Teacher.</u> An applicant for the head teacher position must have an elementary permanent, provisional or professional certificate with at least three (3) years teaching experience at the elementary level.
- B. The position of head teacher shall be reopened every two years. All applicants will be interviewed by the building principal. Following these interviews, the building principal will appoint a head teacher whom he/she feels best meets the needs of the building.

C. <u>Suggested Duties:</u>

- 1. The head teacher shall be in charge of the building during the absence of the principal.
- 2. The head teacher shall make decisions within the scope of the normal procedures and policies set for the building by the principal and Central Office.
- 3. The head teacher's workday shall begin thirty (30) minutes before the entry of the children, and end thirty (30) minutes after the close of school.
- 4. The head teacher shall assist the principal with the discipline problems of the building. He/she shall handle minor discipline problems within the building and all discipline problems when the principal is unavailable.
- 5. The head teacher will be responsible for preparing and keeping up to date all teacher duty schedules. He/she shall keep the principal informed of same.
- 6. The head teacher will be responsible for correct procedures regarding arrival and departure of children and buses.
- 7. The head teacher shall be responsible for noon hour supervision. Noon aides will be instructed to go to the head teacher with problems.
- 8. The head teacher shall have the responsibility of seeing that all accident forms are properly filled out.

- 9. The head teacher shall inform the principal of the general tone of the building, and report any areas of concern by the staff.
- 10. During inclement or extremely cold weather when students come into the building before the start of school the head teacher may be put on duty to handle these children.
- 11. The head teacher shall acquaint himself/herself with the coordination of all services to the school.
- 12. The head teacher shall be provided an opportunity to gain administrative experience in the following areas: (a) pupil records; (b) requisitions; (c) referrals; (d) proposals to Central Office; and (e) conduct some faculty meetings.
- 13. Since all of these listed duties cannot be handled at the same time by any one head teacher, it is the responsibility of the building principal to decide what duties shall be under the direction of the head teacher.

ARTICLE 33. RETIREMENT

- 33.1 Mandatory retirement, if any, shall comply with applicable federal law.
- **33.2** A person must be employed by the Troy School District on the last working day prior to date of retirement. (Also see Article 29. Severance Pay and Retirement/Resignation.)

ARTICLE 34. SHARED TIME OR PART-TIME

- **34.1** Teachers may volunteer for shared time or part-time assignments by making application to the Assistant Superintendent, Employee Services on or before March 1 for the ensuing school year. Teachers requesting and being granted shared time or part-time assignments shall be notified at least thirty- (30-) calendar days before the assignment begins.
- **34.2** No shared time or part-time assignments shall come into existence without approval of the Superintendent or his/her designee. Once approved by the Superintendent or his/her designee, a shared time or part-time assignment shall not terminate during the school year without the approval of the Superintendent or his/her designee, except in case of resignation or termination of one or both of the teachers sharing the assignment. In case of such resignation or termination, the Superintendent or his/her designee shall have the right, in his/her discretion, to continue the shared time or part-time assignment.
- **34.3** A shared time or part-time assignment may be continued for an additional school year by agreement between the teachers involved and the superintendent or his/her designee.
- **34.4** The termination of shared time or part-time assignments by the Superintendent or his/her designee shall not be considered an involuntary transfer.

34.5 Compensation.

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

- B. Shared time or part-time teachers shall have the following fringe benefit options. In no case shall the total cost of the fringe benefits between teachers sharing a position exceed the total cost of the benefits paid to a full-time teacher for the same position.
 - 1. Life insurance as provided in Article 26.1.
 - 2. Health: The mutually agreed upon MESSA health insurance plans found on the Employee Services Intranet and District Transparency Report. This medical insurance shall be provided for the employee, spouse, and/or eligible dependents. The Board shall pay the same proration of the premium paid for salary for these insurances as provided in Article 26.1, and the teacher shall pay the remaining portion of the premium. Except in instances where the insurance will be a true group, a teacher at his/her option may use the dollar value of the Board's share of the premium cost to be applied to the purchase of any combination of health, dental and/or vision insurance, with the teacher to pay any remaining portion of the premium for the desired coverage.
 - 3. Worker's Compensation as provided in Article 26.3.
 - 4. Long term disability insurance as provided in Article 26.1.
 - 5. Fringe benefits delineated in this Article are subject to the terms and approval of the insurance carrier.
- **34.6** Shared time or part-time teachers will divide preparation/planning time, but their total preparation/planning time will not exceed the preparation/planning time of a full-time teacher. The number of preparations at secondary shall be no more than two per day for less than a full-day teacher unless the teacher requests or accepts more. The duty time for shared time or part-time teachers when added to the duty time of their shared time or part-time partner, where appropriate, shall equal a full-time assignment.

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

- **34.7** Shared time or part-time teachers will be allowed to share time by teaching one semester and having the shared time or part-time partner teach the other semester. A teacher who is to teach the second semester must pay for fringe benefits prior to the commencement of the first semester if the teacher wishes to have coverage.
- **34.8** For purposes of this Agreement, a teacher who has voluntarily become a less than full-time employee shall be considered shared time or part-time.
- **34.9 Seniority.** Each teacher participating in shared time or part-time will receive full seniority credit.

34.10 Sick Leave Days.

A. Teachers in a shared time or part-time position shall receive prorated sick leave days.

B. Absences shall be deducted on a prorated basis.

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

| Full-time Equivalency | 180 Student Days | 6 Teacher Workdays | |
|-----------------------|------------------|--------------------|--|
| 1.0 | 180 | 6.0 | |
| .9 | 163 | 5.0 | |
| .8 | 145 | 4.5 | |
| .7 | 127 | 4.0 | |
| .6 | 109 | 3.5 | |
| .5 | 91 | 3.0 | |
| .4 | 72 | 2.0 | |
| .3 | 54 | 1.5 | |
| .2 | 36 | 1.0 | |
| .1 | 18 | 0.5 | |

ARTICLE 35. TROY COLLEGE AND CAREER HIGH SCHOOL

Collective Bargaining Agreement Application.

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

| Article 1. | Recognition | Article 23. | Grievance Procedure |
|-------------|---------------------------|--------------|------------------------------|
| Article 2. | TEA Rights | Article 24. | Negotiation Procedures |
| Article 3. | Teacher Rights | Article 25. | Miscellaneous Provisions |
| Article 4. | Evaluation* | Article 26. | Insurance |
| Article 7 | Rights of Administration | Article 27. | Salary Schedule Application |
| Article 8. | Joint Responsibilities | Article 28. | Protection of Teachers |
| Article 9. | Health and Safety | Article 29. | Severance Pay and Retirement |
| Article 18. | Leave Pay | Article 30. | Master Sick Bank |
| Article 19. | Maternity, Childcare and | Article 31. | Annexation and Consolidation |
| | Adoption Leave | Article 32. | District Organization |
| Article 20. | Leaves of Absence-General | Article 33 | Retirement |
| Article 21. | Sabbatical Leave | Article 34.* | Shared Teaching |
| Article 22. | Lines of Communication | Article 38. | Ancillary Staff |
| | | Article 40. | Duration of Agreement |
| | | Schedules | A, B, C and D. |

All references exclusively for Troy College and Career High School are contained in Article 35. Article 35.10 Professional Qualifications and Assignments compares to Article 10 Professional Qualifications and Assignments in the main collective bargaining agreement; however, applicable parts of Article 35.10 apply to Troy College and Career High School while Article 10 applies to staff, schools and buildings other than Troy College and Career High School. A number of 35.10.3 means that Article 10, Section 3 of the main collective bargaining agreement does not apply to Troy College and Career High School and its staff, whereas the terms and conditions in 35.10.3 do apply at Troy College and Career High School. If a listing for 35.10.1 does not appear, it means that Article 10, Section 1 of the main collective bargaining agreement applies to staff at Troy College and Career High School.

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

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

35.3 Professional Compensation.

- A. **School Calendar.** For purposes of teacher compensation, the calendar shall constitute 193 days inclusive of the six (6) paid holidays. To insure provision of the minimum number of days of student instruction as required by MCLA 388.1701, as amended from time to time, days of student instruction may be rescheduled and the necessary modifications to the school calendar will be made. If days of student instruction need to be rescheduled to be in compliance with law, the parties shall meet and mutually agree to a revised calendar.
- B. Article 11, Section 4.D of the main contract shall not apply to Troy College and Career High School.

35.4 Teaching Hours.

- A. On days immediately preceding school holidays and vacations, the teachers' day shall end at the close of the pupils' school day, except that the teachers should remain in the building until the buses have left the school grounds. On Fridays, unless it immediately precedes a school holiday or recess, teachers may leave six and one-half (6 ½) hours after the start of the student day. Teachers involved in scheduled TEA meetings shall be excused at the end of the pupils' school day, except that this practice shall not apply to more than five (5) days when the entire TEA membership is involved.
- B. **Lunch Period**. Teacher shall have a duty-free lunch period of 30 minutes, during which they may leave the building.

35.5 Class Size.

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

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

35.6 Teaching Conditions.

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

- B. Building Restructuring. If at least 75% of the Troy College and Career High School teachers agree to a restructuring plan, the plan shall be implemented after receiving approval from the superintendent (or his/her designee) and the TEA.
- C. Vending machines shall be available.
- D. Troy College and Career High School staff may request additional office help at semester ends to aid teachers. Troy College and Career High School staff will arrange scheduling of this additional help as mutually agreed to by the principal, the staff of the building and the Employee Services.
- E. Adequate lunchroom/lounge facilities will be available for staff use. There shall be lavatory facilities available and reserved for adult staff use.
- F. Telephone facilities shall be provided for teachers' use for school business and reasonable personal calls.
- G. Paved parking facilities shall be available for teachers' use during school hours.
- H. Library Use. Article 14, Section 12 of the main contract shall not apply for Troy College and Career High School.
- I. Teacher parking lot problems shall be reported to the administration for appropriate action.
- J. The counselor shall work up to two weeks (as determined by the administration) of the summer recess immediately preceding the start of the school year at his/her daily rate, unless notified to the contrary by the end of the preceding teacher work year.

35.7 Report Cards.

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

35.8 Seniority. Article 17, Section 1 of the main contract shall apply in addition to the following:

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

- **35.9 Retirement.** All terms and conditions in Article 29 of the main collective bargaining agreement shall apply, except that "years of service as a teacher with the Troy School District" shall be defined as years of service to Troy College and Career High School (alternative education) or the K-12 program, or a combination of the two.
- **35.10 District Organization.** The terms and conditions outlined in Article 32 of the main collective bargaining agreement shall in no way apply to staff at Troy College and Career High School.

35.11 Troy College and Career Head Teacher.

- A. <u>Oualification for Head Teacher.</u> An applicant for the head teacher position must have a secondary permanent, provisional, or professional certificate with at least three (3) years teaching experience at the secondary level.
- B. The position of head teacher shall be reopened every two years. All applicants will be interviewed by the building supervisor. Following these interviews, the building supervisor will appoint a head teacher whom he/she feels best meets the needs of the building.

C. Suggested Duties:

- 1. The head teacher shall be in charge of the building during the absence of the supervisor.
- 2. The head teacher shall make decisions within the scope of the normal procedures and policies set for the building by the supervisor and Central Office.
- 3. The head teacher's workday shall begin thirty (30) minutes before the entry of the students and end thirty (30) minutes after the close of school.
- 4. The head teacher shall assist the supervisor with the discipline problems of the building. He/she shall handle minor discipline problems within the building and all discipline problems when the supervisor is unavailable.
- 5. The head teacher shall have the responsibility of seeing that all accident forms are properly filled out in the absence of the supervisor.
- 6. The head teacher shall acquaint himself/herself with the coordination of all services to the school.
- 7. The head teacher shall be provided an opportunity to gain administrative experience in the following areas: (a) pupil records; (b) requisitions; (c) referrals; (d) proposals to Central Office; and (e) conduct some faculty meetings.
- 8. Shall serve as a liaison between the individuals of the staff and the administration when necessary.

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

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

ARTICLE 36: TROY EARLY CHILDHOOD EDUCATORS

Collective Bargaining Agreement Application.

The following articles and schedules contained in this collective bargaining agreement shall apply in their entirety to the Troy early childhood educators:

- Article 1- Recognition (Insertion of term "Early Childhood Educators" to Article 1.2)
- Article 2- TEA Rights
- Article 3- Teacher Rights
- Article 7- Rights of Administration
- Article 8- Joint Responsibilities
- Article 9- Health and Safety
- **Article 15- Special Populations**
- Article 18- Leave Pay
- Article 19- Maternity, Child Care, and Adoption Leaves
- Article 20- Leaves of Absence- General
- Article 21- Sabbatical Leave
- Article 22- Lines of Communication
- Article 23- Grievance Procedure
- Article 24- Negotiations Procedures (Excluding Article 24.4)
- Article 25- Miscellaneous Provisions (Excluding Articles 25.10-25.15)
- Article 28- Protection of Teachers
- Article 29- Severance Pay and Retirement/Resignation
- Article 30- Master Sick Bank
- Article 31- Annexation and Consolidation
- Article 33- Retirement
- Article 40- Duration of Agreement

The following provisions below are in effect and exclusively applicable to the early childhood educators whose employment is not governed by the Michigan Teachers' Tenure Act. By way of illustration, the early childhood educators are defined as working within the Board's tuition-based preschool program that is governed under Michigan's Licensing and Regulatory Affairs ("LARA") Division.

36.1 Evaluation.

See Appendix 4 for evaluation tool of early childhood educators.

36.2 Seniority.

Seniority Definition. Seniority is based on date of hire in the early childhood educator job classification minus time spent on unpaid leave of absence, except for health and military leaves. Seniority is lost when employment as an early childhood educator is terminated. Date of hire is defined by the first day of work. In case of equal seniority, early childhood educator seniority placement shall

be determined by a one-time drawing among early childhood educators tied with each other. The time and place of drawing shall be determined by the Association and Board and announced to all early childhood educators. Seniority as an early childhood educator does transfer to other bargaining unit positions (i.e. a K-12 certificated teaching assignment).

36.3 Layoff and Recall.

Layoff and Recall by Seniority. A reduction of the number of early childhood educator positions is within the sole discretion of the Board. In the event of a reduction of positions, the least senior early childhood educators will be laid off to accommodate the number of positions eliminated. The Board shall send written layoff notices to the early childhood educators that will be laid off at least four (4) weeks prior to the effective date of the layoff. Laid-off early childhood educators shall retain recall rights for two (2) years or the length of their seniority at the time of layoff, whichever is less. The order of recall shall be most senior recalled first.

Unemployment Setoff. An early childhood educator who is laid off and who is paid unemployment compensation benefits associated with his/her regular assignment during the summer immediately following the layoff, and who is subsequently recalled to a bargaining unit position by September fifteenth (15th) of the following school year, will be paid his/her regular wage less the amount of unemployment compensation. The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the early childhood educator would have received had she/he been employed the entire school year.

36.4 Early Childhood Educator Responsibilities.

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

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

- A. Careful daily preparation of lessons and activities.
- B. An early childhood educator may be required to serve on no more than two committees during the school year. Early childhood educators may be requested to serve on district-wide, inter- and intra-school committees. This section is not intended to limit an early childhood educator from voluntarily serving on any number of committees.
- C. A written notice will be provided of not more than five (5) annual evening events not to exceed six hours cumulatively that each early childhood educator is expected to attend. Each early childhood educator will be given a written notice of the required event(s)by September 1st of each school year. Parent-early childhood educator conferences are set forth in the school calendar and not included in the mentioned events.
- D. Promptness in meeting classes, keeping appointments with parents, students and other school employees, and in furnishing essential reports and information required by administrators.

- E. It is the responsibility of the early childhood educator to assist the administration in maintaining discipline and proper student behavior, according to the rules of LARA (R 400.8140),
- F. Early childhood educators shall make an effort to be aware and report the general health and wellbeing of students as it relates to evidence of child abuse, nutrition and general childhood illnesses.

Early Childhood Parent-Teacher Conference Schedule. Early childhood educators will attend two (2) Fall evening conferences and two (2) Spring evening conferences not to exceed a total of fourteen (14) hours in a given school year. The Board will publish the evening schedule by September 1st of each school year. The evening conferences will be scheduled as follows:

| | Evening Session |
|-------------|-----------------------|
| Early Start | 4:30 p.m. – 8:00 p.m. |
| Late Start | 5:00 p.m 8:30 p.m. |

Absence. When an early childhood educator is unable to be in school on any given day, he/she should contact the designated absence system at least one and one-half (1 and 1/2) hours prior to the student starting time, in order that arrangements may be made for a substitute.

- A. An early childhood educator shall not be charged a leave day on a day when schools are closed, as per Section 9.1, unless the absence was arranged for prior to the closing of school and is a day in a series of absences.
- B. Each early childhood educator shall be provided at the beginning of the school year, the number that should be called when a substitute is needed.
- C. Early childhood educators will provide lesson plans to be used in the event of their absence and shall follow the call-in procedures as outlined in Article 6, Section 6.3.
- D. When an early childhood educator calls in late, the Assistant Superintendent, Employee Services will contact the early childhood educator to determine whether an emergency situation existed.

Unauthorized Absence. An absence without prior notification from the early childhood educator to the administration or substitute caller shall be considered unauthorized. Absences from parent-early childhood educator conferences because of college-level classes shall be authorized if the early childhood educator notifies the building administrator at least three weeks prior to parent-early childhood educator conferences. Early childhood educators who are absent from parent-early childhood educator conferences shall make up the conference outside of regular teaching duties.

36.5 Professional Qualifications and Class Size.

All early childhood educators employed by the Board shall meet the LARA "Licensing Rules for Child Care Centers," as promulgated or amended by LARA. Class size maximum shall not exceed those published by LARA in the "Licensing Rules for Child Care Centers."

36.6 Teaching Hours.

Teaching Hours. Starting and closing times of individual schools will be determined by the Board after due consideration of all relevant factors. These times shall be determined by August first of each year, and the TEA shall be so notified. Early childhood educators will be required to be at their designated workstations at least five (5) minutes before the designated student starting time of the full day or half day program.

Work Day. The total length of an early childhood educator's workday shall not exceed eight (8) hours per day. The workday shall be continuous except as provided for elsewhere in this Agreement. The District agrees that no District or building level meetings will be scheduled the last three hours of the first workday. Early childhood educators involved in scheduled TEA meetings shall be excused at the end of the pupils' school day, except that this practice shall not apply to more than five (5) days when the entire TEA membership is involved.

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

Preparation Time. The Board agrees to provide a weekly minimum of three hundred (300) minutes of preparation and conference time for all early childhood educators. Planning time for early childhood educators will be schedule for thirty (30) minutes prior and thirty (30) minutes after the student day.

Staff Member Death. Whenever a staff member dies, the District shall provide substitutes for up to 80% of the early childhood educators requiring substitutes in the affected building to permit those individuals to attend the funeral.

Lunch Period All elementary early childhood educators shall be guaranteed a duty-free, uninterrupted lunch period of thirty (30) minutes per day. Early childhood educators are not required to stay in the building during their lunch period.

Recess Procedure. The standard procedure shall be in compliance with current state law licensing and regulations (LARA).

Early Release Days. It is recognized by the Board and the TEA that reasonable grade level, departmental, school improvement and general faculty meetings are a necessary and integral part of the professional duties of early childhood educators. The early childhood program will utilize the early release days in the current school calendar for the purposes of staff meetings. Up to a maximum of one (1) hour per early release day may be used for such meetings.

Building events. All early childhood educators shall be informed no later than Thursday of the week preceding the event of temporary workday schedule changes which result from special activities such as assemblies or other building-wide events. In the event a scheduled special activity is canceled or rescheduled, all staff shall be notified immediately.

36.7 Teaching Conditions.

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

- A. Adequate lunchroom, restroom and lavatory facilities will be reserved exclusively for staff use. At least one (1) room, appropriately furnished, shall be reserved as a staff lounge. In schools where beverages are not otherwise or already available, vending machines shall be installed at the request of the TEA, the proceeds to be used at the discretion of the building faculty.
- B. Adequate rooms for use by special subjects' early childhood educators, diagnosticians, psychologists, social workers, etc.
- C. Telephone facilities shall be provided for early childhood educators' use for school business and reasonable personal calls. The location is to be determined by the administrator and staff.
- D. Paved parking facilities reserved for early childhood educators' use during school hours.
- E. Two (2) classes will not be scheduled to meet in the same classroom at the same time except where rooms are physically designed for this purpose, the early childhood educators arrange joint sessions, or to accommodate emergency situations that do not extend beyond the close of the school day.
- F. Early childhood educators will be provided reasonable access to duplicators and photocopiers for instructional purposes subject to machine capacity and other building requirements.
- G. Recording of sound and/or images of TEA members performing regular daily duties during the eight (8) hour early childhood educators' workday will not be broadcast on cable television unless the TEA member signs the cable release form.
- H. In the event that a student has an incident that requires toileting assistance, the student will be encouraged to manage his/her needs independently. If the student is unable to complete the toileting task on his/her own, staff members will work cooperatively to ensure that the student's needs are addressed (i.e. If one staff member is either coaching or physically assisting a child with toileting, a second staff member will be within close proximity to ensure that no staff member is assisting toileting in isolation). In extreme cases where toileting assistance is not manageable in the classroom, the toileting assistance will be managed in the clinic and the parent may be contacted.

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

In-service Training. Five (5) half days per year may be allowed for in-service training, workshops, curriculum studies, etc., not including special days as listed in the calendar. The District shall make

in-service training on special education issues available to early childhood educators prior to the beginning of the school year.

Report Cards. Any new evaluation tool, such as report cards, shall be reviewed by a committee at that level.

Education of Students. The parties seek to educate young people in the democratic tradition; to foster their recognition of both individual freedom and social responsibility; to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights; and to instill appreciation of the values of individual personality. Early childhood educators have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.

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

Access to Materials. All early childhood educators and the TEA Office shall have electronic access to their building's handbook(s) and work rules. Also, the District Board Policy book will be available on the District's website.

Field Trips. The Board agrees to permit early childhood educators to conduct approved educational field trips and, when necessary, to provide substitute early childhood educators at Board expense. The Administration shall provide the bus driver with a map to the destination. At the time of approval, the Transportation Department shall furnish the requesting early childhood educator with a statement of total costs, including complete mileage costs, bus driver's meal (if appropriate) and any other added costs.

Conferences. Early childhood educators attending approved professional conferences shall be released from teaching duties without loss of leave days or compensation. The expenses for such conferences shall be assumed by the Board. Every effort shall be made to equitably distribute approved conferences according to the following levels: Pre-K, K-2, 3-5, 6-8, 9-12, and Special Education. The Board will reimburse an early childhood educator for the appropriate expenses incurred while attending a Board approved conference upon submission of an itemized expense sheet. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. An early childhood educator attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Early childhood educators will submit, upon request, a written report regarding such conferences.

36.8 Probationary Period and Employment Protection.

Probationary Period. All early childhood educators shall be subject to probationary period of twenty-four (24) months. Any probationer's leave of absence extends the probationary period. During the probationary period, the probationer is considered at-will and the Board shall have the sole right to discharge and issue disciplinary action. The grievance procedure shall not apply to disciplinary action against probationary early childhood educators.

Reduction in Rank. Upon completion of the probationary period, no early childhood educator shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such Board action may be subject to the grievance procedure.

36.9 Leaves of Absence.

Any leave of absence greater than one year in duration granted under Articles 20 and 21 of the Master Agreement, will require a vacancy to exist for the early childhood educator to return from leave. In the event that there is not a vacancy in a given school year, the early childhood educator shall be deemed to be on a voluntary layoff. Early childhood educators on a voluntary layoff under this Article shall retain recall rights for two years. During the voluntary layoff, early childhood educators may apply for any internal job posting that the early childhood educator is qualified to teach.

36.10 Mentoring.

Mentoring Stipend. The Board retains the discretion to assign mentors which assignments are subject to acceptance on a voluntary basis. Each mentor shall be paid five hundred dollars (\$500) per mentee.

Mentoring Scope. All applications for exception are to be forwarded to the Assistant Superintendent of Employee Services. If mentors are approved to work with more than one (1) teacher, meetings may not be concurrent, and mentors shall not be assigned more than two (2) mentees. The mentor receives the contractual stipend for each mentee.

- A. The mentor assignment is typically for one (1) year.
- B. Mentors and mentees shall keep a log of their activities per District protocol.
- C. Mentors must provide mentees with at least fifteen (15) hours of mentor time.
- D. The only time mentors can count towards the minimum fifteen (15) hours is time outside of the mentor's regularly scheduled work time. (E.g. Mentoring may occur on their duty-free lunch.)
- E. The log should be completed on or before June 1st and forwarded to the Assistant Superintendent, Secondary Instruction or Assistant Superintendent, Elementary Instruction at Central Office. The log will be used to validate mentor session time.
- F. Mentors and mentees will be surveyed at the end of the year based on mentoring duties defined below.
- G. Mentors will work with mentees in a variety of ways on a variety of issues. The goal is to help the mentee improve his or her craft and attain/maintain effective performance. Issues that mentors and mentees might address include any of the following:
 - 1. Daily routines in school;
 - 2. Preparing lessons using District approved curriculum;
 - 3. Meeting standards;
 - 4. Interpreting COR or other student growth/proficiency data;
 - 5. Classroom assignment;
 - 6. Preparing substitute teacher folders;
 - 7. Procedures for field trips;
 - 8. Building protocols and procedures;
 - 9. Where to access technology help;
 - 10. How to access e-mail and voice mail messages;

- 11. Parent meetings;
- 12. Classroom management;
- 13. Student records;
- 14. Where to find recourses for the classroom;
- 15. IEP issues;
- 16. School committees; and/or
- 17. How to get involved in extra-curricular events.

Mentors and mentees should find ways of touching base on regular occasions. Mentors should be able to serve as a guide to help the mentee manage curriculum, classroom management, and building/student/parent issues. Mentor Expectations include:

| Availability | The mentor is always available to the mentee. The mentor frequently |
|-----------------|--|
| | initiates contact with the mentee. Regular mentor sessions are planned. |
| Problem | The mentor frequently leads the mentee into discovering possible |
| Solving | solutions to problems on his or her own through asking questions and |
| | making suggestions. Occasionally, the mentor includes reference to |
| | how he or she would handle the situation. |
| Reflective | The mentor frequently takes the opportunity to ask reflective questions |
| Questions | of the mentee. The mentor utilizes reflective questioning skills to invite |
| | the mentee to look at his or her teaching practices with an eye for |
| | improvement. The mentor models *The Learning Cycle. |
| Confidentiality | The mentor is sensitive to and closely adheres to the "Firewall" |
| | between mentoring and evaluation. Topics and discussion from |
| | mentoring sessions are not shared with other staff or administration. |
| | Classroom observation notes made by the mentor become the sole |
| | property of the mentee following reflective conferences. |
| Feedback | The mentor engages in observing the mentee's classroom on several |
| | occasions. The mentor provides positive peer coaching feedback that is |
| | specific and evidence based in a timely manner. The feedback is |
| | designed to increase the mentee's teaching skills by reinforcing "Best |
| | Practices" that are observed. Feedback also includes reflective |
| | questions centered on areas for improvement. |
| Encouragement | The mentor encourages the mentee to try new things, expand his or her |
| | teaching skills and become actively involved with students, parents and |
| | staff. The mentor models a positive attitude toward the school, the |
| | District and the community at large. The encouragement to succeed is |
| | genuine. |
| Knowledge of | The mentor demonstrates an in depth understanding of content |
| Content | pedagogy and student standards. The mentor actively interprets how the |
| | content can be put into practice in the classroom using effective |
| | pedagogy for all students. |
| Technology | The mentor frequently utilizes information-age learning and technology |
| | to enhance the mentoring experience. |
| Managing | The mentor can effectively manage and monitor student learning for |
| Student | ALL students, can systematically organize lessons and frequently offers |
| Learning | assistance. |

Mentoring Sessions.

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

36.11 Professional Development.

Required Professional Development. Early childhood educators with a teaching certificate shall be required to complete a minimum of thirty (30) hours of professional development annually. Early childhood educators without a teaching certificate shall be required to complete a minimum of twenty-four (24) hours of professional development. It is understood and agreed that the minimal amount of required annual professional development shall be in accordance with applicable state law and regulations. Professional development opportunities that satisfy this requirement include:

- A. Summer workshops provided by the Troy School District.
- B. Martin Luther King Day Professional Development Workshop(s) in the Troy School District.
- C. Pre-approved out-of-district workshops paid for by the District (No additional compensation shall be paid if the workshop is on a non-workday).

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

Recordkeeping.

- A. The early childhood educator must keep a record of professional development and submit the record to the building administrator for a signature by the last workday of the school year. The early childhood educator will be provided with a signed copy.
- B. Staff development in-service attended between the end of the early childhood educators' school year and June 30th can be counted for either the current or successor school year.
- C. After the District announces the professional development that shall be offered to early childhood educators, the early childhood educators are to pre-register on the District's professional development management system for the session prior to the day of the scheduled professional development event.
- D. All records of professional development including session offerings, teacher professional development plans, registration, and validation will be maintained on the District's professional development management system.

Validation Procedures.

In lieu of a sign-in validation for attendance, early childhood educators are to complete an online survey through the District's professional development management system after they have attended the professional development session. The survey will consist of the following response prompts:

- A. The intended outcomes, as described for this offering, were accomplished.
- B. The offering was organized so I had time to reflect on what I learned.
- C. The presenters modeled effective questioning strategies and facilitation techniques to enhance my learning of content and/or skills.
- D. The offering was organized so I had time to collaborate with colleagues and plan how to implement the new content and/or skills.

- E. I feel confident in my ability to implement the new knowledge or skills gained in this offering in my current position.
- F. Three specific ways I might implement the new knowledge or skills gained in my current position. Response prompts #1-#5 (a-e above) will have blanks for multiple choice responses that reflect a degree of agreement with each statement including a "not applicable" response.

All responses to the survey will be used to validate attendance only; any information gathered from the surveys will be used only for informational purposes by the District. The parties recognize the mutual benefits for the early childhood educators and District from receiving survey feedback as soon as possible following any professional development session. Accordingly, all participants are encouraged to complete the survey process in a timely manner. Within each of the four (4) marking periods, if the professional development session occurs before progress reports are due, early childhood educators have until the end of that marking period to complete the survey. If the professional development session occurs after a progress reporting date, early childhood educators have until the end of the following marking period to complete their surveys for validation of professional development attendance. Validations must be completed prior to the end of the school year.

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

36.12 Part-time Assignments.

Part-time Application. Early childhood educators may volunteer for part-time assignments by making application to the Assistant Superintendent, Employee Services on or before March 1 for the ensuing school year. Early childhood educators requesting and being granted part-time assignments shall be notified at least thirty (30) calendar days before the assignment begins.

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

A part-time assignment may be continued for an additional school year by agreement between the early childhood educators involved and the superintendent or his/her designee. The termination of part-time assignments by the Superintendent or his/her designee shall not be considered an involuntary transfer.

Proration of Fringe Insurance Benefits. Part time early childhood educators will be eligible for prorated insurance benefits. Early childhood educators shall have the following fringe benefit options:

- A. Life insurance as provided in this Article.
- B. Health/Dental/Vision: The mutually agreed upon health insurance plans referenced in this Article and found on the Employee Services Intranet and District Transparency Report. The Board shall pay the same proration of the single subscriber premium paid for salary for these insurances as provided in this Article, and the early childhood educator shall pay the remaining portion of the premium.
- C. Worker's Compensation as provided in this Article.
- D. Long-term disability insurance as provided in this Article.
- E. Fringe benefits delineated in this Article are subject to the terms and approval of the insurance carrier.

Preparation/Planning Time. Part-time early childhood educators' preparation/planning time will not exceed the preparation/planning time of a full-time early childhood educator. Planning time will be prorated consistent with the early childhood educators' part-time schedule.

Part-time early childhood educators will be required to attend staff meetings, if the staff meeting is immediately preceding or following his/her schedule. If the staff meeting does not immediately precede or follow the early childhood educator's schedule, the early childhood educator shall attend the make-up meeting. If no make-up meeting is scheduled, the early childhood educator is responsible for obtaining the faculty meeting information. Part-time early childhood educators shall also attend all parent conferences, open houses and serve on committees as provided for full-time early childhood educators. No extra compensation shall be paid for the fulfillment of these duties. For purposes of this Article, an early childhood educator who has voluntarily become a less than full-time employee shall be considered part-time.

Seniority. Each early childhood educator participating in part-time will receive full seniority credit.

Sick Leave Days. Early childhood educators in a part-time position shall receive prorated sick leave days. Absences shall be deducted on a prorated basis.

36.13 Insurance.

Health Insurance Eligibility for Early Childhood Educators. Based upon a medical insurance coverage plan year of January 1st –December 31st, the Board will pay the actual cost (as defined per PA 152, as amended, and other applicable Public Acts) of the single subscriber medical insurance coverage selected by an eligible early childhood educator per the applicable terms of this Article. The Board shall maintain compliance with the Publicly Funded Health Insurance Contribution Act PA 152 of 2011) and early childhood educator payroll deductions are authorized as necessary for this purpose. During the term of this Agreement, the Board shall pay the annual maximum amount allowable by PA 152 towards the total cost of the medical and prescription premiums for the plans offered (or the maximum contribution allowed by any contractual restrictions outlined in this agreement. Two-person or full-family coverage may be obtained at the early childhood educator's expense via payroll deduction

as permitted by law. The plan options available to early childhood educators are outlined in Appendix 5.

Option In Lieu of Medical Insurance. For early childhood educators who are eligible to be enrolled in medical insurance, but do not choose to enroll and who are not enrolled in another Board-sponsored medical insurance plan, the Board will provide an advance election cafeteria plan that provides three thousand dollars (\$3,000). For part-time assignments, his benefit shall be prorated consistent with part-time language in this Article.

Life Insurance. The Board will pay the premium on a fifty thousand (\$50,000) term life insurance policy for early childhood educators.

Dental and Vision Insurances. The Board agrees to self-fund a dental plan and a vision plan that provides a Schedule of Benefits that is outlined in Appendix 5. The plan shall provide for an internal and external coordination of benefits.

Long Term Disability Insurance. The Board agrees to pay the premium on a policy that will provide long-term disability income insurance after the first sixty (60) calendar days of any illness or disability. Such insurance shall pay up to two-thirds (2/3) of his/her regular salary, subject to a maximum benefit of three thousand dollars (\$3,000) per month and reduced by any amounts paid or payable under Worker's Compensation, Social Security or the Michigan Public School Employees Retirement System. The remuneration under this Article is as established under the carrier's policy and is paid at the daily rate (seven days per week fifty-two weeks per year) or 1/365th of the annual salary of the early childhood educator. This remuneration is paid up to retirement, death or the ability to return to work, whichever occurs first.

Insurance While Receiving Worker's Compensation Insurance. If an early childhood educator is injured on the job, the Board agrees to continue to pay the premium for the above insurances at no cost to the early childhood educator for a period not to exceed twelve (12) months from the date of injury. If the twelve months are not consecutive, then a total of twelve months of insurance shall be provided. A month will be counted if the early childhood educator is off work and drawing worker's compensation pay for more than fifteen (15) calendar days and receiving insurance.

Insurance Limitations. The nature, amount, extent, commencement, duration, and term of benefits and coverage, as specified for all insurances in this Article, shall be as provided in the insurance policies and rules and regulations of the insurance carriers. The Board's only obligation shall be to pay the required premiums for said insurances. Any claim settled between the early childhood educator and the insurance carrier shall not be subject to the grievance procedure of the collective bargaining agreement.

36.14 Professional Compensation.

Salary Schedule. The compensation of early childhood educators is set forth in the early childhood educators' compensation schedule as follows:

| Step | Salary |
|------|----------|
| 1 | \$28,008 |
| 2 | \$29,564 |
| 3 | \$31,120 |
| 4 | \$32,676 |
| 5 | \$34,232 |

As of July 1, 2020, all eligible early childhood educators shall move to the appropriate step on the early childhood educators' compensation schedule above. Any early childhood educator who holds a masters' degree or higher will be eligible for a stipend of one thousand dollars (\$1,000 annually). The salary schedule is effective from the date of this Article's ratification through January 31, 2021.

Extra-duty Compensation. The salary schedule is based upon a normal weekly teaching load during normal teaching hours and all other required duties as outlined in this Article. For any additional work or duties, the early childhood educator shall be entitled to an hourly rate of thirty dollars (\$30.00) per hour of additional compensation. All requests and tasks for extra-duty compensation must be preauthorized by the Director of Early Childhood Programs.

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

School Calendar. The school calendars are set forth in this Agreement. For purposes of early educators' compensation, the calendar for 2020/2021, shall constitute one hundred and ninety-two (192) days inclusive of the six (6) paid holidays. Consistent with other articles of this Agreement, early childhood educators shall not lose pay for Act of God days.

Pay Periods. The early childhood educator shall be given the option at the beginning of each school year of electing to receive his/her salary in twenty-one (21) equal payments or twenty-six (26) equal payments according to the pay schedules in the early childhood educators' Compensation Schedule. An early childhood educator who elects the twenty-six (26) pay option may elect at the beginning of the school year to have the final five (5) payments in one payment on the last day of school or every two (2) week payments. In years where the calendar dictates 22 or 27 pays, the early childhood educators' will choose between these two options as opposed to the 21 or 26 pays.

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

Financial Institution Deductions/Direct Deposits. Financial institution deductions/direct deposits shall be transmitted to the financial institution on the date of the paycheck from which the deduction/direct deposit was made. All early childhood educators shall enroll in direct deposit to a financial institution in the United States.

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

LARA Regulations Savings Clause. If any provision of this Article becomes in conflict or contrary to the "Licensing Rules for Child Care Centers" as published by LARA, the rules a promulgated by LARA shall supersede the provisions in this Article.

ARTICLE 37

37.1 Schedules B, C and D.

- A. When known, the Board shall publish and post in each school a list of all positions which will be filled, and paid for at the scheduled rates, for the school year. If during the year they plan to fill any additional positions, the TEA will be notified, and the notification placed also in each school. No employee of the District will be asked to volunteer for any position not included in Schedules B, C or D. All new or recently vacated schedule C clubs shall be posted.
- B. Contracts shall be issued for extra-curricular sponsorships prior to the start of the season/activity. A teacher who takes an extra duty position and wishes to resign shall give at least two (2) weeks' written notice to his/her principal. Salary for the position will be prorated.
- C. If during the year a teacher wishes to organize and/or sponsor a club or activity not previously listed on Schedules B, C or D, the teacher must obtain administrative approval in writing by the Administration, and such administrator shall be responsible for the proper management process for achieving club or activity status. The placement of the club or activity on the appropriate schedule shall cause the Board and TEA to negotiate a rate of compensation within thirty (30) days after approval by the Administration.
- **37.2 Evaluation of Schedules B, C and D Positions.** If positions as set forth in Schedules B, C and D are to be evaluated, it shall be done with the full knowledge of the person being evaluated by his/her administrative supervisor. If the Board makes any changes in the current instruments or adds new instruments, the TEA shall be so notified before the instrument becomes operational. The TEA shall be provided a copy of all current evaluation instruments.

ARTICLE 38

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

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

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

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

38.3 Reprimands, Warnings, or Discipline.

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

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

- C. Only the teacher's immediate supervisors or a central office administrator may reprimand, warn or discipline a teacher or have said reprimand, warning, or discipline enclosed in personnel files.
- D. Written record of an incident and rebuttal involving a teacher will be removed from the teacher's personnel file when he/she leaves the District for any reason except a leave of absence.
- E. All significant complaints and compliments, whether or not they seem valid, received by the Administration, shall be reported to the teacher named within one (1) week.

If a complaint is filed against a named teacher by a student, the Association president or a mutually agreed upon designee shall have an opportunity to be present at an interview with the student with the school principal or other school official. However, the school board will not be required to afford the named teacher this opportunity if it determines within one (1) week that the student's complaint is not a justified basis for any personnel action against the teacher.

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

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

- G. Under no circumstances shall a student's CA60 or confidential special education file contain any reference to a teacher's conduct or any information which may be construed as evaluating the teacher.
- H. <u>Termination Notice.</u> A probationary ancillary teacher or the Board of Education must give a sixty- (60) day written notice before termination of contract unless mutually agreed upon. If the contract is broken by the probationer without proper written notification, the Board of Education may take proper action.

38.4 Evaluation Procedure.

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

An ancillary teacher whose overall performance rating is "minimally effective" or "ineffective" may request to be observed by another administrator during the course of his/her next evaluation. However, upon such request, the District within its sole discretion shall have the exclusive right to designate the administrator(s) who will conduct such observation(s). Further, any such requests must be made by the teacher in writing to the Superintendent or designee to the start of the subsequent school year.

- B. The evaluations are to be in written form and signed by the evaluator and teacher. For the purpose of this provision, electronic forms and signatures shall be acceptable. One copy is to be given to the teacher. The Superintendent's copy will not be transmitted by the evaluator until after the evaluation conference, at which time the teacher receives the written evaluation.
- C. All teachers shall be given a copy of the Troy Educator Appraisal Model (TEAM) upon request. Additionally, all new teachers will be provided with a copy of the TEAM.
- D. If the principal suspects or has reason to believe that there will be a marked adverse change from the previous evaluation of the teacher, this fact is to be brought to the teacher's attention in writing in order that the teacher will have reasonable time within which to attempt to correct the situation.
- E. Written explanation shall be given for a rating of "minimally effective or ineffective" in any domain of the evaluation. When domain ratings less than "effective or highly effective" are given, recommendations to improve shall be listed on the evaluation, with sources of assistance included. When a teacher's overall performance rating is "minimally effective or ineffective" in three (3) or more domains of the evaluation, an Individual Development Plan (IDP) shall be developed by the evaluator in consultation with the teacher.

- F. An Individual Development Plan is a document recommending courses of action to be taken when an evaluator determines it necessary or when a teacher's overall performance rating is "minimally effective or ineffective" or a teacher's performance has been rated as "minimally effective or ineffective" in three or more domains of the evaluation. Completion of recommended courses of action shall demonstrate intent to improve but may not be construed to mean that the teacher has successfully remedied the unacceptable performance. Teachers placed on an IDP shall meet with the administrator writing the plan before said plan is implemented.
- G. Formal observations of a teacher's work in the classroom shall take place for a minimum of twenty-five (25) minutes during a regularly scheduled class period. The teacher may request and have an additional formal observation.
- H. **Procedures:** The individual teacher shall be notified not less than the day preceding the first formal classroom observation nor longer than ten (10) working days in advance of the first formal classroom observation but need not be notified of other observations.
 - 1. In all cases, formal classroom observations for a particular written evaluation shall be performed by the evaluator(s) who will also be the person(s) producing the written evaluation. There should be a reasonable interval of time between observations for a written evaluation. Following observations teachers will be provided feedback including items that the evaluator(s) believe require alteration or improvement within ten (10) working days of the classroom observation.
 - 2. A teacher may submit a rebuttal if he/she does not agree with the written evaluation. The rebuttal is to be attached to all object evaluations by the person responsible for the teacher's personnel file housing the object evaluation.
 - 3. It is agreed that no observation shall be recorded by any electronic device without the knowledge and agreement of the teacher.
 - 4. All formal observations of the teacher's performance shall be conducted openly and with the full knowledge of the teacher.
 - 5. Formal evaluation of a teacher's performance shall not take place the first week of the school year at elementary, the first week of each semester at secondary, on a half-day, during parent-teacher conference days, on the day before or following a holiday or recess period.
 - 6. All written evaluations will be completed and submitted to the teacher at (or before) the end of the year evaluation conference which shall be held no later than ten (10) calendar days prior to the last day of the school year for teachers.

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

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

- A. Layoff means removal from the payroll with no employment rights other than retention of seniority status, extra-duty status, recall rights as noted below, and such other rights as provided.
- B. If, because of unforeseen circumstances, such as reduction in student population, changes in curriculum or deficit financial conditions, it becomes necessary to reduce staff, the following layoff procedures shall prevail. The order of reduction of staff will be as follows:
 - 1. Ancillary teachers in order of seniority (starting with the most senior) will be given the opportunity to take a voluntary layoff; provided, however, that no teacher will be allowed to take a voluntary layoff unless a qualified replacement for his/her position is available. The term "qualified" means that the ancillary teacher must be qualified for the position as defined in 36.8.
 - 2. If the required number of layoffs cannot be effectuated through the voluntary procedure, involuntary layoffs will be effectuated in the following order:
 - a. Ancillary teachers in order of seniority (least senior first), however, the Board will retain less senior teachers when no more senior teachers are available or qualified for the position.
- C. Notice of potential availability of voluntary layoffs shall be sent to all teachers not later than March fifteenth.
- D. Requests for voluntary layoffs shall be sent to the Superintendent or designee no later than April fifteenth.
- E. A teacher requesting a voluntary layoff shall be notified no later than June 25th if the voluntary layoff will be provided. If the request for a voluntary layoff is denied, the teacher who made a timely and proper application for a voluntary layoff shall be allowed to apply for any unpaid leave by July fifteenth, for which he/she would otherwise be eligible. In this case, the July fifteenth application shall be considered timely, and the controlling sections of Articles 19 and 20 shall determine if the leave is granted.
- F. Subject to the provisions of this article, teachers with the most seniority will be retained to the last.
- G. The voluntary layoff will be for at least one school year. Thereafter, the teacher may be recalled at any time.

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

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

- H. Written notice of involuntary layoff shall be received by all affected teacher(s) by May first. Teachers who are involuntarily laid-off will retain seniority and recall rights for three school years.
- I. The Board will make an effort to find another teaching position for involuntarily laid-off teachers. This will be accomplished by sending a list of all involuntarily laid-off teachers to a reasonable number of district(s) specifically requested by a teacher.
- J. A teacher who is still on layoff status at the commencement of the school year immediately following receipt of layoff notice in paragraph E. above, but is recalled prior to December 1, shall be reimbursed by the Board for his/her actual cost of all direct-pay insurance benefits provided for in Article 26.
- K. A teacher shall not be involuntarily laid-off because of curricular change unless such change would render the teacher non-qualified and he/she has refused other assignment opportunities for which qualified or has turned down training by the employer (at the employer's expense) to qualify him/her for existing vacancies.

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

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

A. When the Board determines it is necessary to recall an ancillary teacher, the most senior qualified (as defined in Article 10) teacher shall be recalled. Should the teacher refuse recall, he/she shall be moved to the bottom of the recall list but will not lose his/her seniority date. In this event, the Board shall then recall the next most senior qualified teacher who accepts recall.

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

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

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

- B. No new teacher shall be hired before involuntarily laid-off teachers with recall rights who possess the necessary qualification have been given an opportunity for recall as per Sections K (under Layoffs) and Sections A and D (under Recall).
- C. Recall of involuntarily laid-off teachers will be based on reversal of paragraph B above under Layoff; i.e., the last laid-off shall be the first recalled except as may be modified by paragraph A under Recall above.
- D. Involuntarily laid-off teachers being recalled will be given five calendar days from the date of the receipt of a registered or certified letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond in writing within the five calendar day period (postmark) will cause the employee to be moved to the bottom of the recall list. (Also see Section 2.7)
- E. Teachers who are scheduled to be laid off or transferred into positions for which they are not qualified will be given tentative notice by May 15 of his/her qualification deficiency. At or before the end of the school year, the teacher will be given a second notice confirming that he/she is not qualified to teach the ensuing year's assignment. The teacher will be laid off if he/she either (1) fails to notify the Superintendent or designee by June 25 that he/she will pursue the necessary course work to become qualified; or (2) notifies the Superintendent or designee by June 25 that he/she will not pursue the necessary course work to become qualified.
- F. A teacher, who is notified prior to the commencement of a school year that it will be necessary to take classes in order to be qualified, will be permitted to complete the required classes prior to the start of the school year following his/her assignment for which requalification is required. The teacher is required to enroll in class(es) by April 1.
- G. A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

- 1. The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had he/she been employed the entire school year.
- 2. The salary earned through employment in the District shall not be less than his/her salary from same for a similar period during the preceding school year.
- H. The status of shared time or part-time teachers who are recalled and the status of teachers recalled to shared time or part-time shall be covered by the following provisions:
 - 1. A shared time or part-time teacher may be recalled to a shared time or part-time position. The shared time or part-time teacher shall receive pay and fringe benefits equivalent to his/her full-time equivalency status.
 - 2. A shared time or part-time teacher may be recalled to a full-time position. If the teacher accepts the recall to a full-time position, the teacher shall receive full pay and fringe benefits.
 - 3. A full-time teacher who has requested shared time or part-time for the school year in which he/she is recalled may be recalled to a shared time or part-time position. If the teacher accepts the recall to the shared time or part-time position, the teacher shall receive pay and fringe benefits equivalent to his/her full-time equivalency status.
 - 4. A full-time teacher who has not requested shared time or part-time for the school year in which he/she is recalled, may be recalled to a shared time or part-time position. If the teacher accepts the recall to the shared time or part-time position, the teacher shall receive pay prorated to his/her full-time equivalency status and shall receive full fringe benefits paid for by the Board.

38.7 Teacher responsibilities.

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

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

38.8 Professional qualifications

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

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

38.9 Class size

- A. **Maximum Enrollments.** When any class in a school reaches the maximum number of students, the Administration with the Association will formulate plans for handling the first enrollee over the maximum. The following shall be used as criteria in solving the overcrowding situation:
 - Transfer student(s):
 a. within the school
 b.to another building
 - 2. Hire an additional teacher, using rooms available in some other community facilities if necessary.
 - 3. In the event of an emergency (defined as a situation which cannot be resolved by the above procedures) the planned maximum may be exceeded by two (2) pupils.
 - 4. Either party to the master agreement may request a meeting to discuss alternative methods to numbers 1, 2 and 3 above. In this situation, the parties shall meet and discuss alternative methods such as, but not limited to, those listed below:
 - a. Voluntarily increasing shared time or part-time/part-time assignments.
 - b. Recall a laid-off teacher, which may possibly necessitate the involuntary transfer of a teacher(s).
 - c. Voluntary assignment of a sixth teaching period in the secondary buildings. (Pay shall be equal to one-fifth (1/5) of the teacher's pay rate.)
 - d. The voluntary assigning of a sixth teaching period in the secondary may be accomplished after the following criteria have been considered:
 - 1) Availability and district-wide seniority within the department of the affected building.
 - 2) The number of sixth period class assignments the teacher has taught in past years.
 - 3) Teacher possesses the contractual requirements for teaching said course.
 - 4) Any other criteria upon which the parties agree.

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

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

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

38.10 Ancillary Teacher Transfers

- A. Bargaining unit regular and extra-duty positions which will be vacant at the start of the next school year shall be posted at each school, at the Administrative Center and at the TEA Office. After building assignments are made, the resulting known vacancies will be posted for seven (7) calendar days between May first and July thirty-first. All bargaining unit regular and extra-duty positions which become vacant during the school year shall be posted at least seven (7) calendar days prior to the position being filled, except by a substitute teacher. The posting shall contain the following information:
 - 1. The building or special service department
 - 2. The tentative grade level or teaching schedule
 - 3. The academic and professional qualifications desired for the position
 - 4. The certification requirements and, if any, the accreditation requirements

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

- B. The Employee Services Department will forward all applications to the appropriate building administrator within seven (7) calendar days of the close of the posting period for scheduling of interviews. The administrator will consider the applicants' qualifications as they relate to the posting as well as all applicants' respective length of area seniority (elementary, middle school and high school) with the District.
- C. After all qualified applicants have been interviewed, the Employee Services Department will inform all applicants of the results within ten (10) workdays following the last interview. If a teacher's request for voluntary transfer is denied, the teacher may request a meeting with the building principal involved. At that meeting the teacher will be notified of the reasons for

- the denial of the transfer request. This procedure may be continued to the Deputy Superintendent for Instruction, K-12 and then to the Superintendent of Schools.
- D. When new buildings are to be opened, earlier posting dates may be added to the schedule in A. above.
- E. When a school is opened that is not a receiving school for a closed school, the principal, if a principal was transferred, may voluntarily transfer up to one-half of his/her current teachers to the new building. The remaining positions shall be filled by teachers transferring from other buildings or returning from leave. If a current principal is not assigned, up to one-half of the teachers shall be placed without regard to seniority ranking. In all cases teachers selected shall be selected in accordance with the transfer provisions of this Agreement. New teachers shall be hired if current teachers, by transfer, do not staff the building. All staffing shall be completed by June 1.
- **F.** All teachers shall be given written notice of their tentative assignments for the forthcoming year no later than the first day of June or as soon thereafter as possible, at any rate, at least thirty (30) days before school starts. For any subsequent changes the teacher will be notified in writing prior to the change taking effect.
- G. All bargaining unit regular and extra-duty positions which become vacant during the school year shall be posted at least seven (7) workdays prior to the position being filled, except by a substitute teacher.
 - Vacancies occurring during the school year will be filled on a tentative or temporary basis until the end of the school year. The Board is not required to fill the vacancy from within the District and at its option may choose to hire a teacher to fill the vacancy for the duration of the school year. If the teacher originally in the position does not return for the ensuing school year, then the Board shall post the position for the ensuing school year. It is understood that a teacher hired to fill a vacancy which occurred during the school year may apply for the position should it be posted for the ensuing school year.
- H. All administrative vacancies will be publicized by being posted at each school, at the Administrative Center, and at the TEA Office. The posting shall include all pertinent information, including qualifications. All applicants who are employees of the District shall be given consideration and shall also receive written notification of the filling of the position. The Board supports a policy of promotion from within the District, except when local candidates fall short of qualifying well for the position in the judgment of the Administration.
- I. Prior to the beginning of the school year, a currently employed teacher shall be granted lateral transfers before a new teacher is hired for the position in question, providing there are at least three (3) qualified transfer applicants. A transfer within a building shall be granted to teachers currently assigned to the building who request a transfer. At the elementary level, Grades K-2 and Grades 3-5 shall be considered as separate disciplines for the application of this Section.

- J. <u>Definitions.</u> When used in this Article, the following terms shall mean: (1) A transfer is a change in building, grade level, department, course or subject matter; (2) a voluntary transfer is one requested by the teacher on his/her own or at the suggestion of the Administration; (3) an involuntary transfer is one not requested by the teacher; (4) qualification shall be primary qualifications as defined in 36.7.
- K. In the event the district elects to close a building the teachers in the affected building shall be reassigned according to the following procedures:
 - 1. A teacher may elect any vacant position for which he/she is certified/qualified.
 - 2. Teachers who do not elect to fill positions as in A above shall be allowed to bump teachers in buildings which are receiving students from the closed schools. A receiving school shall be defined as those buildings of the same kind (elementary, middle school, high school) who are receiving more than 10 percent of the students from the closing school. Teachers who are certified/qualified shall bump by seniority into positions in the receiving schools. Percentage of teachers from the closed building available for the receiving school shall be equal, or as equal as possible, to the percentage of students from the closed building assigned to the receiving school. In the case of more than one receiving school, teachers of the closed school may select their receiving school.
 - 3. Any staff which is unassigned as a result of B above shall be assigned to positions for which they qualify or if no position exists they shall be laid-off.
 - 4. In the event buildings are closed after the school year has started the procedure for bumping (assigning the teachers) shall be referred to the Professional Relations Committee to ensure that "double bumping" does not occur.
- L. Teachers are subject to involuntary transfers from position to position and from building to building at the discretion of the Superintendent or his/her designee. The one exception to this Section is in the case where a building or department has an excess of teacher's due to changes in enrollment. In such a case, vacancies in other buildings will be filled by the least senior teacher in the affected building or department who is qualified for the vacant position. However, a more senior qualified teacher in the affected building or department may volunteer to be transferred as excess staff at the same level to which the teacher is currently assigned (i.e., elementary K-2, elementary 3-5, middle school, or high school) instead of the least senior teacher, provided that the least senior teacher would not otherwise be laid off. A teacher volunteering to be the excess teacher in a building may withdraw his/her request to be an excess teacher but must do so by providing written notice to the Superintendent or designee by the last student day of the school year. Excess teachers shall be tentatively assigned to known vacant positions no later than the fifth work day prior to the end of the teachers' work year, whenever possible. At the elementary level, Grades K-2 and Grades 3-5 shall be considered as separate disciplines for the application of this Article.

- M. Teachers transferred against their wishes may request a hearing with the person making the transfer to show "just cause." The hearing shall be held before said transfer becomes effective.
- N. A teacher who is transferred shall be certified and qualified to teach in the new assignment. Notice will be afforded the teacher in accordance with, Sections M. and N.
- O. Vacancies shall be filled with voluntary transfers, where possible. If transfers are found to be necessary, the teacher will be notified prior to the end of the current school year. If said transfer is deemed necessary after this deadline, the date of notification will be no later than July first, whenever feasible. Upon request of the teacher, a meeting will be held between the teacher, the TEA and the Superintendent or designee at which time the teacher will be notified of the reasons for such transfer.
- P. No teacher shall be transferred involuntarily two (2) consecutive years, nor more than once during the school year, other than where such involuntary transfer is necessary to avoid a teacher traveling between buildings or in exceptional circumstances, which will be discussed with the Professional Relations Committee.
- Q. In the event it becomes necessary to make an involuntary transfer not covered in Section L. above, the least senior teacher who is certified and qualified in accordance with Article 36.7, shall be given the transfer unless there is a more senior teacher who is teaching outside his/her area of major/minor (middle school) or does not meet North Central requirements (high school); provided, however, if this exception resulted in the layoff of the more senior teacher, the exception shall not apply.
- R. Involuntary transfers may occur for the following reasons: (1) no applicant requesting a transfer for the position(s) in question meets the posted specifications; (2) to facilitate the recall of a laid-off teacher; (3) to facilitate the return of a teacher on leave; (4) to avoid the layoff of a teacher (in which event primary and alternative qualifications shall apply); (5) change in student enrollment patterns; (6) reduction in program; (7) change in program; and (8) failure to meet "highly qualified" standards of No Child Left Behind Act (based upon documentation on file in the Employee Services Department as of April 1st).
- S. In the event a change in assignment occurs after June 1 and prior to the beginning of school in the fall, knowledge of this transfer will be sent to the teacher in writing within twenty- four (24) hours after the administrative transfer has been made. Notice will be sent to the teacher's summer address and include the reason for the change.

38.11 Leaves of Absence-General

- A. Health Leave. Upon the recommendation of the teacher's physician, a leave of absence shall be granted up to one school year, plus any unfinished school year. Two annual extensions of the health leave shall be granted upon written request of a teacher accompanied by a written statement by his/her physician. When the employee's health permits his/her return to duty, he/she shall notify the Superintendent in writing and submit a statement from his/her personal physician certifying fitness to return to duty. The Superintendent shall give the returning teacher an assignment equivalent to the full-time equivalency of the assignment the teacher held prior to the commencement of the leave for which he/she is certified and qualified, within sixty (60) days of receipt of the letter requesting reassignment.
- B. <u>Personal Leave.</u> Any teacher may receive a one (1) school year leave without pay for exceptional reasons. The teacher shall submit a letter of application identifying the exceptional reasons for requesting said leave. The leave shall coincide with the school year. The teacher must give written notice by March 1 of intent to return the following fall. Notwithstanding paragraph C. below, a teacher returning from personal leave will be assigned to an available position for which he/she is certified and qualified, or in the event there is no such available position, will be allowed to bump the least senior teacher occupying a position for which the returning teacher is certified and qualified. As used in the C., the term "qualified" has the same meaning as in 36.8.
- C. Reinstatement from Leave. Notice of intent to return at the beginning of the school year must be given by March first. A tenure teacher who has been on leave for one school year or less and who complies with the return provisions of this paragraph shall be restored to his/her former position and building providing said reinstatement commences with the first day of the school year unless said position has been eliminated. A teacher who returns from leave under any condition other than those described above shall be given an assignment for which he/she is certified and qualified, if a position is filled by a person with less seniority. These provisions apply to Schedules B, C and D positions only when said positions are extensions of the teacher's assignment. (Example: High School Instrumental Music Teacher/High School Band Director).

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

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

38.12 Grievance Procedure

A. If any ancillary teacher for whom a grievance is sustained shall be found to have been unjustly discharged or improperly deprived of any professional compensation, he/she shall be reinstated. Reinstatement shall be with full reimbursement of all professional compensation lost, unless the arbitrator rules differently. The term "unjustly discharged" for any ancillary

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

38.13 Miscellaneous Provisions

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

38.14 Master Sick Bank

A. <u>Sick Bank.</u> The Board recognizes that the Sick Bank Committee's decisions cannot be reversed by the Board. However, the committee's decisions shall not be used as evidence or raised as an issue by either party during hearings over disciplinary action against an ancillary for alleged excessive absenteeism.

38.15 Shared Time or Part-Time Teaching

- A. No shared time or part-time assignments shall come into existence without approval of the Superintendent or designee. Once approved by the Superintendent or designee, a shared-time assignment shall not terminate during the school year without the approval of the Superintendent or designee, except in case of resignation or termination of one or both of the teachers sharing the assignment. In case of such resignation or termination, the Superintendent or designee shall have the right, in his/her discretion, to continue the shared-time assignment by offering the vacated portion of the assignment to qualified laid-off teachers in order of seniority, and in absence of success through that method, by hiring a temporary replacement or replacements.
- B. A shared time or part-time assignment may be continued for an additional school year by agreement between the teachers involved and the superintendent or his/her designee. However, in any case where termination of the assignment at the end of a school year would result in the layoff of a teacher, the Superintendent or designee shall have the right, in his/her discretion, to require that the teachers involved continue in the shared time or part-time assignment for the ensuing school year, except in case of resignation or termination of one or both of said teachers. In case of such resignation or termination, the provisions of the last sentence of paragraph A. above shall be applicable, with the phrase "temporary replacement" construed to include a replacement for all of the ensuing school year.
- C. Shared time or part-time teachers will be allowed to share time by teaching one semester and having the shared time or part-time partner teach the other semester. This situation shall in no case be considered a layoff when the teacher is not teaching. A teacher who is to teach the

second semester must pay for fringe benefits prior to the commencement of the first semester if the teacher wishes to have coverage.

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

38.16 Troy College and Career High School

- A. Layoff and Recall. Ancillary teachers in order of seniority (starting with the most senior) will be given the opportunity to take a voluntary layoff; provided, however, that no teacher will be allowed to take a voluntary layoff unless a qualified replacement for his/her position is available. As used in Section 36.16 A., the term "qualified" means that the teacher must be certified and qualified as defined in 36.8.
- B. When the Board determines it is necessary to recall a teacher to Troy College and Career High School, the most senior qualified (as defined in 36.8) teacher shall be recalled. Should the teacher refuse recall, he/she shall be moved to the bottom of the recall list but will not lose his/her seniority date. In this event, the Board shall then recall the next most senior qualified teacher who accepts recall.

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

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

It is understood that 36.6 A. applies for vacancies other than at Troy College and Career High School.

- C. <u>Professional Oualifications and Assignment.</u> To be qualified to teach at Troy College and Career High School, the teacher must be licensed in accordance with state law.
- D. If a Troy College and Career High School teacher fails to satisfy the qualifications in 36.8 above or fails to satisfy one of the primary or alternative qualifications in 36.8 for a position other than at Troy College and Career High School, then such teacher shall be laid off.
- E. Wherever the term "qualified" is used for Troy College and Career High School, it shall be as defined in 36.8 above.
- F. <u>Transfers Voluntary Transfers.</u> It is understood that a currently employed ancillary teacher from a building other than Troy College and Career High School is not required to be transferred to Troy College and Career High School. Further it is understood that a teacher currently employed at Troy College and Career High School is not required to be transferred to a bargaining unit

position outside of Troy College and Career High School. The "rule of three" shall not apply for transfers in either direction.

- G. **Definitions.** When used in this Article, the following terms shall mean: (1) A transfer is a change in building, grade level, department, course or subject matter; (2) a voluntary transfer is one requested by the teacher on his/her own or at the suggestion of the Administration; (3) an involuntary transfer is one not requested by the teacher; (4) qualification shall be primary qualifications as defined in paragraph C. above.
- H. Should Troy College and Career High School close the layoff, recall and/or transfer language shall apply.
- I. In the event it becomes necessary to make an involuntary transfer, the least senior teacher who is certified and qualified in accordance with 16.8 for positions other than at Troy College and Career High School, or paragraph C. above for positions at Troy College and Career High School, shall be given the transfer.
- J. Involuntary transfers may occur for the following reasons: (1) no applicant requesting a transfer for the position(s) in question meets the posted specifications; (2) to facilitate the recall of a laid-off teacher; (3) to facilitate the return of a teacher on leave; (4) to avoid the layoff of a teacher (in which event primary and alternative qualifications shall apply for assignments other than at Troy College and Career High School); (5) change in student enrollment patterns; (6) reduction in program; and (7) change in program.

ARTICLE 39. MINIMUM FUND BALANCE

It is agreed that in order to provide for the financial stability of the District so that it may continue providing a high quality educational program for students as well as appropriate and sustainable compensation for the teachers' bargaining unit, the parties intend for the District to maintain a minimum fund balance of 12% (twelve percent), defined as the audited General Fund Equity balance of at least 12% (twelve percent) of the 2017-2018, 2018-2019 school/fiscal year's total expenditures determined by the respective years June 30 audit (Minimum Fund Balance). If the Minimum Fund Balance on June 30, 2018 and/or June 30, 2019, is less than 12% according to the audit, the dollar amount necessary to restore the Minimum Fund Balance to 12% will be calculated as of November 30, 2018 and/or November 30, 2019 (the "Deficiency"). This amount – the Deficiency – shall be multiplied by 55.6% and this amount (the "Contribution") shall be the amount of savings that will be realized through a reduction in the bargaining unit members' compensation, which shall occur by reducing the base salaries of all actively employed bargaining unit members' by an equal percentage through an offschedule reduction over the remaining pays of the 2018-2019 and/or 2019-2020 school year, beginning with the first payroll period in January 2018, taking into account retirement and FICA, unless the parties otherwise mutually agree to a different method of realizing the required savings before December 31, 2018 and/or December 31, 2019.

It is further agreed that if the Fund Balance (determined in the same manner as the Minimum Fund Balance) as of June 30, 2018 and/or June 30, 2019, is more than 17% (seventeen percent) according to the audit, then the dollar amount in excess of 17% will be calculated as of November 30, 2018

and/or November 30, 2019 (the "Surplus"). This amount – the Surplus – shall be multiplied by 55.6% and this amount (the "Bonus") shall be the amount of funds that will be made in off-schedule payments to members of the bargaining unit, which shall occur by paying to all actively employed bargaining unit members, by an equal percentage, an off-schedule bonus payment to be paid in a lump sum in the second payroll in March 2019 and/or March 2020, taking into account retirement and FICA, unless the parties otherwise mutually agree to a different method of payment of the Bonus before December 31, 2018 and/or 2019.

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

ARTICLE 40. DURATION OF AGREEMENT

This agreement shall be in full force and effect as of February 1, 2020 and shall continue in effect through January 31, 2020. This agreement shall not be extended orally, and its expressly understood that it shall expire on the date set forth above, unless mutually agreed in writing by both parties.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives, the day and year first written above. On or before October 15, 2020, both teams shall meet to discuss contract negotiations.

TROY BOARD OF EDUCATION

| Mares |) Lelimoit |
|-----------|------------|
| President | 1 |

By Superintendent Superintendent

TROY EDUCATION ASSOCIATION (MEA/NEA)

By Fresident Jurilia

By Secretary

| TROY SCHOOL DISTRICT | | | | | | | | | | | | |
|--|--|--------|--------|--------|----------------------|---------|-------------------|------------------|-------------------|-------------------|-------------------|-------------------|
| SCHEDULE A 2020-2021 SCHOOL YEAR | | | | | | | | | | | | |
| | THESE LANES ONLY FOR TEACHERS GRANDFATHERED ^{1,3,4} | | | | | | ı | | | | | |
| eFinance | STEP | ВА | BA20 | MA | MA30/EDS/ESL End. | PHD/EDD | BA25 ³ | MA5 ³ | MA10 ⁴ | MA15 ³ | MA20 ⁴ | MA25 ³ |
| Auto Steps | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 1 | 1 | 41,800 | 43,500 | 45,500 | 48,700 | 52,000 | 44,000 | 45,500 | 45,900 | 46,500 | 46,900 | 47,700 |
| 2 | 1.5 | 43,000 | 44,875 | 47,000 | 50,400 | 53,700 | 45,425 | 47,025 | 47,463 | 48,100 | 48,538 | 49,375 |
| 3 | 2 | 44,200 | 46,250 | 48,500 | 52,100 | 55,400 | 46,850 | 48,550 | 49,025 | 49,700 | 50,175 | 51,050 |
| 4 | 2.5 | 45,400 | 47,625 | 50,000 | 53,800 | 57,100 | 48,275 | 50,075 | 50,588 | 51,300 | 51,813 | 52,725 |
| 5 | 3 | 46,600 | 49,000 | 51,500 | 55,500 | 58,800 | 49,700 | 51,600 | 52,150 | 52,900 | 53,450 | 54,400 |
| 6 | 3.5 | 47,800 | 50,375 | 53,000 | 57,200 | 60,500 | 51,125 | 53,125 | 53,713 | 54,500 | 55,088 | 56,075 |
| 7 | 4 | 49,000 | 51,750 | 54,500 | 58,900 | 62,200 | 52,550 | 54,650 | 55,275 | 56,100 | 56,725 | 57,750 |
| 8 | 4.5 | 50,200 | 53,125 | 56,000 | 60,600 | 63,900 | 53,975 | 56,175 | 56,838 | 57,700 | 58,363 | 59,425 |
| 9 | 5 | 51,400 | 54,500 | 57,500 | 62,300 | 65,600 | 55,400 | 57,700 | 58,400 | 59,300 | 60,000 | 61,100 |
| 10 | 5.5 | 52,600 | 55,875 | 59,000 | 64,000 | 67,300 | 56,825 | 59,225 | 59,963 | 60,900 | 61,638 | 62,775 |
| 11 | 6 | 53,800 | 57,250 | 60,500 | 65,700 | 69,000 | 58,250 | 60,750 | 61,525 | 62,500 | 63,275 | 64,450 |
| 12 | 6.5 | 55,000 | 58,625 | 62,000 | 67,400 | 70,700 | 59,675 | 62,275 | 63,088 | 64,100 | 64,913 | 66,125 |
| 13 | 7 | 56,200 | 60,000 | 63,500 | 69,100 | 72,400 | 61,100 | 63,800 | 64,650 | 65,700 | 66,550 | 67,800 |
| 14 | 7.5 | 57,400 | 61,375 | 65,000 | 70,800 | 74,100 | 62,525 | 65,325 | 66,213 | 67,300 | 68,188 | 69,475 |
| 15 | 8 | 58,600 | 62,750 | 66,500 | 72,500 | 75,800 | 63,950 | 66,850 | 67,775 | 68,900 | 69,825 | 71,150 |
| 16 | 8.5 | 59,800 | 64,125 | 68,000 | 74,200 | 77,500 | 65,375 | 68,375 | 69,338 | 70,500 | 71,463 | 72,825 |
| 17 | 9 | 61,000 | 65,500 | 69,500 | 75,900 | 79,200 | 66,800 | 69,900 | 70,900 | 72,100 | 73,100 | 74,500 |
| 18 | 9.5 | 62,200 | 66,875 | 71,000 | 77,600 | 80,900 | 68,225 | 71,425 | 72,463 | 73,700 | 74,738 | 76,175 |
| 19 | 10 | 63,400 | 68,250 | 72,500 | 79,300 | 82,600 | 69,650 | 72,950 | 74,025 | 75,300 | 76,375 | 77,850 |
| 20 | 10.5 | 64,600 | 69,625 | 74,000 | 81,000 | 84,300 | 71075 | 74,475 | 75,588 | 76,900 | 78,013 | 79,525 |
| 21 | 11 | 65,800 | 71,000 | 75,500 | 82,700 | 86,000 | 72,500 | 76,000 | 77,150 | 78,500 | 79,650 | 81,200 |
| 22 | 11.5 | 67,000 | 72,375 | 77,000 | 84,400 | 87,700 | 73,925 | 77,525 | 78,713 | 80,100 | 81,288 | 82,875 |
| 23 | 12 | 68,200 | 73,750 | 78,500 | 86,100 | 89,400 | 75,350 | 79,050 | 80,275 | 81,700 | 82,925 | 84,550 |
| 24 | 12.5 | 69,400 | 75,125 | 80,000 | 87,800 | 91,100 | 76,775 | 80,575 | 81,838 | 83,300 | 84,563 | 86,225 |
| 25 | 13 | 70,600 | 76,500 | 81,500 | 89,500 | 92,800 | 78,200 | 82,100 | 83,400 | 84,900 | 86,200 | 87,900 |
| 26 | 13.5 | 71,800 | 77,875 | 83,000 | 91,200 | 94,500 | 79,625 | 83,625 | 84,963 | 86,500 | 87,838 | 89,575 |
| 27 | 14 | 73,500 | 79,750 | 85,000 | 93,400 | 96,700 | 81,550 | 85,650 | 87,025 | 88,600 | 89,975 | 91,750 |
| LONGEVITY INCREMENT AMOUNTS ² | | | | | | | | | | | | |
| | LNGI | 2,682 | 2,866 | 3,006 | 3,221 | 3,269 | 2,915 | 3,006 | 3,049 | 3,093 | 3,135 | 3,180 |
| | LNGII | 4,564 | 4,935 | 5,204 | 5,644 | 5,734 | 5,028 | 5,211 | 5,299 | 5,384 | 5,472 | 5,559 |
| | LNGIII | 6,445 | 7,002 | 7,411 | 8,064 | 8,204 | 7,145 | 7,419 | 7,546 | 7,677 | 7,807 | 7,938 |

- 1. For a teacher to advance beyond the MA lane, the semester hours or equivalent must be taken after completion of the requirements for a Master's Degree.
- 2. Longevity pay shall be paid to teachers in their respective salary lanes at the amounts provided above for service beyond 15 years in Troy Schools (Longevity I), beyond 20 years in Troy Schools (Longevity II), and beyond 25 years in Troy Schools (Longevity III).
- 3. Teachers shall not be allowed to go onto the following salary lanes after the 1996-1997 school year: BA+15, BA+25, MA+5, MA+15 and MA+25.
- 4. Teachers shall not be placed on the MA+10 or MA+20 salary lanes after the start of the 2009-10 school year.

SCHEDULE B - EXTRA DUTY PAY ATHLETIC COACHING POSITIONS

In addition to the base salary, the following extra duty assignments requiring time outside regular school hours shall be paid at the percentage figure shown multiplied by \$64,000 for the duration of the contract.

| CATEGORY I | | | CATEG | CATEGORY I | | | |
|---------------------|---------|------------|-------------------|------------|------------|--|--|
| FOOTBALL | | | BASKETBALL | | | | |
| VARSITY | 11.60% | \$7,424.00 | VARSITY | 11.60% | \$7,424.00 | | |
| ASST. VARSITY | 7.50% | \$4,800.00 | ASST. VARSITY | 7.50% | \$4,800.00 | | |
| JUNIOR VARSITY | 7.50% | \$4,800.00 | JUNIOR VARSITY | 7.50% | \$4,800.00 | | |
| ASST. JR. VARSITY | 7.00% | \$4,480.00 | FRESHMAN | 7.00% | \$4,480.00 | | |
| FRESHMAN | 7.00% | \$4,480.00 | 8TH GRADE | 6.00% | \$3,840.00 | | |
| ASST. FRESHMAN | 6.50% | \$4,160.00 | 7TH GRADE | 6.00% | \$3,840.00 | | |
| 8TH GRADE | 6.00% | \$3,840.00 | | | | | |
| 7TH GRADE | 6.00% | \$3,840.00 | | | | | |
| 8TH GRADE ASSISTANT | 5.50% | \$3,520.00 | | | | | |
| 7TH GRADE ASSISTANT | 5.50% | \$3,520.00 | | | | | |
| CATEG | ORVII | | CATEG | ORYII | | | |
| GYMNASTICS | JOKT II | | SWIMMING | | | | |
| VARSITY | 9.00% | \$5,760.00 | VARSITY | 9.00% | \$5,760.00 | | |
| ASST. VARSITY | 7.00% | \$4,480.00 | ASST. VARSITY | 7.00% | \$4,480.00 | | |
| WRESTLING | | | JUNIOR VARSITY | 7.00% | \$4,480.00 | | |
| VARSITY | 9.00% | \$5,760.00 | COMPETITIVE CHEER | | | | |
| JUNIOR VARSITY | 7.00% | \$4,480.00 | VARSITY | 9.00% | \$5,760.00 | | |
| FRESHMAN | 6.00% | \$3,840.00 | JUNIOR VARSITY | 7.00% | \$4,480.00 | | |
| | | | FRESHMAN | 6.00% | \$3,840.00 | | |
| | | | | | | | |
| CATEG | ORY III | | CATEG | ORY III | | | |
| BASEBALL/SOFTBALL | | | VOLLEYBALL | | | | |
| VARSITY | 8.00% | \$5,120.00 | VARSITY | 8.00% | \$5,120.00 | | |
| JUNIOR VARSITY | 6.50% | \$4,160.00 | JUNIOR VARSITY | 6.50% | \$4,160.00 | | |
| FRESHMAN | 6.00% | \$3,840.00 | FRESHMAN | 6.00% | \$3,840.00 | | |
| TRACK | | | 8TH GRADE | 5.25% | \$3,360.00 | | |
| VARSITY | 8.00% | \$5,120.00 | 7TH GRADE | 5.25% | \$3,360.00 | | |
| ASST. VARSITY | 6.50% | \$4,160.00 | LACROSSE | | | | |
| FRESHMAN | 6.00% | \$3,840.00 | VARSITY | 8.00% | \$5,120.00 | | |
| 8TH GRADE | 5.25% | \$3,360.00 | ASST. VARSITY | 6.50% | \$4,160.00 | | |
| 7TH GRADE | 5.25% | \$3,360.00 | JUNIOR VARSITY | 6.50% | \$4,160.00 | | |
| ASSISTANT 7TH & 8TH | 4.50% | \$2,880.00 | ASST. JR. VARSITY | 6.00% | \$3,840.00 | | |
| SOCCER | | | HOCKEY | | | | |
| VARSITY | 8.00% | \$5,120.00 | VARSITY | 8.00% | \$5,120.00 | | |
| JUNIOR VARSITY | 6.50% | \$4,160.00 | ASSISTANT | 6.50% | \$4,160.00 | | |
| FRESHMAN | 6.00% | \$3,840.00 | WATER POLO | | 4 | | |
| BOWLING | | | VARSITY | 8.00% | \$5,120.00 | | |
| VARSITY | 8.00% | \$5,120.00 | ASSISTANT | 6.50% | \$4,160.00 | | |

| CATEGORY IV | | | CATEGOR | Y V | |
|--|----------------|---------------|--|--------------|-----------|
| TENNIS | | | CHEERLEADING | | |
| VARSITY | 6.00% | \$3,840.00 | VARSITY | 7.00% | \$4,480.0 |
| JUNIOR VARSITY | 5.50% | \$3,520.00 | JUNIOR VARSITY | 6.00% | \$3,840.0 |
| GOLF | | | FRESHMAN | 5.00% | \$3,200.0 |
| VARSITY | 6.00% | \$3,840.00 | MIDDLE SCHOOL (FALL) | 4.00% | \$2,560.0 |
| JUNIOR VARSITY | 5.50% | \$3,520.00 | MIDDLE SCHOOL (WINTER) | 4.00% | \$2,560.0 |
| CROSS COUNTRY | | | | | |
| VARSITY | 6.00% | \$3,840.00 | | | |
| ASST. VARSITY | 5.50% | \$3,520.00 | | | |
| SYNCHRONIZE SWIM | | | | | |
| VARSITY | 6.00% | \$3,840.00 | | | |
| SKITEAM | | | | | |
| VARSITY | 6.00% | \$3,840.00 | | | |
| | | | | | |
| CATEG | DRY VI | | MIDDLE SCHOOL INTRA | MURAL ACTI | VITIES |
| HIGH SCHOOL FACULTY MANAGER | 10.00% | \$6,400.00 | BASKETBALL | | \$400.0 |
| | | | FLAG FOOTBALL | | \$800.0 |
| | | | CROSS COUNTRY | | \$800.0 |
| | | | TENNIS | | \$800.0 |
| | | | TRACK | | \$800.0 |
| | | | VOLLEYBALL | | \$400.0 |
| | | | WRESTLING | | \$1,066.0 |
| ANY POSITION REMOVED FROM AGREEMENT. | MCURRENT SCH | EDULE B SHALL | NOT BE REINSTATED DURING THE DUF | RATION OF TH | ENEW |
| WEIGHT ROOI | M SUPERVISOR | | | | |
| FALL SEASON | | \$1,066 | | | |
| WINTER-SPRING-SUMMER | | 1,453 | | | |
| A. COACHING ASSIGNMEN | TS WILL BE ALI | GNED WITH T | EACHING LOCATIONS WHENEVER F | POSSIBLE. | |
| B. BOYS AND GIRLS COACE SUBSTANTIALLY THE SAME | • | | SEASONS, CONTESTS, AND PRACTICEGOTIATED. | CES ARE | |
| SCHEDULE B ALSO PROVIDE EMPLOYEES RETIREMENT FO | | RD TO PAY AL | L TEACHER RETIREMENT TO THE M | IICHIGAN PU | BLIC |

SCHEDULE C - EXTRA DUTY PAY

In addition to the base salary, the following extra duty assignments requiring time outside regular school hours shall be paid at the percentage figure shown multiplied by \$64,000 for the duration of the contract.

DISTRICT-WIDE POSITIONS

| CATEGORY I - 7.50% (\$4,800) Range 1 | | | | | | |
|--------------------------------------|------------------------------------|---|--|--|--|--|
| CLUB | FINE ARTS | BUILDING CHAIR/COORDINATOR | | | | |
| | | K-12 VISUAL ARTS COORDINATOR | | | | |
| | | K-12 VOCAL MUSIC COORDINATOR | | | | |
| | | K-12 INSTRUMENTAL COORDINATOR | | | | |
| CA | TEGORY II - 5.00% (\$3,200) Range | 2 | | | | |
| CLUB | FINE ARTS | BUILDING CHAIR/COORDINATOR | | | | |
| | | MEDIA | | | | |
| CA | TEGORY III - 4.00% (\$2,560) Range | 9 3 | | | | |
| CLUB | FINE ARTS | BUILDING CHAIR/COORDINATOR | | | | |
| | | CURRICULUM CHAIRPERSON | | | | |
| CA [*] | TEGORY IV – 2.50% (\$1,600) Range | e 6 | | | | |
| CLUB | FINE ARTS | BUILDING CHAIR/COORDINATOR | | | | |
| | | SOCIAL WORKER CHAIRPERSON SPEECH PATHOLOGIST CHAIRPERSON PSYCHOLOGIST CHAIRPERSON ELEMENTARY TEACHER CONSULTANT CHAIRPERSON | | | | |

HIGH SCHOOL - SCHEDULE C POSITIONS BUILDING POSITIONS

| CATEGORY I - 7.50% (\$4,800) Range 1 | | | | | | | |
|---------------------------------------|---|----------------------------|--|--|--|--|--|
| CLUB | | | | | | | |
| | BAND DIRECTOR | | | | | | |
| CATEGORY II - 5.00% (\$3,200) Range 2 | | | | | | | |
| CLUB | FINE ARTS | BUILDING CHAIR/COORDINATOR | | | | | |
| ROBOTICS | VOCAL MUSIC | MATH | | | | | |
| WEIGHTLIFTING | ORCHESTRA | SOCIAL STUDIES | | | | | |
| STUDENT GOVERNMENT | THEATER TECH | SCIENCE | | | | | |
| CORNER CONNECTION | PLAY DIRECTOR - PER PERFORMANCE SEASON (2 TOTAL) | ENGLISH/LIBRARY | | | | | |
| | INSTRUMENTAL MUSIC LARGE ENSEMBLE ASSISTANT (>200 STUDENTS) | BUSINESS | | | | | |
| | | PHYSICAL EDUCATION | | | | | |
| | | COUNSELORS | | | | | |
| | | VOC. ED/IND. TECH/HOME EC. | | | | | |
| | | WORLD LANGUAGE | | | | | |
| | | FINE ARTS | | | | | |
| | | SPECIAL EDUCATION | | | | | |
| | | TECH CHAIR | | | | | |
| | | 504 COORDINATOR | | | | | |
| CA | TEGORY III - 4.00% (\$2,560) Range | 3 | | | | | |
| CLUB | FINE ARTS | BUILDING CHAIR/COORDINATOR | | | | | |
| COMPUTER CLUB | | | | | | | |
| DEBATE | | | | | | | |
| FORENSICS | | | | | | | |
| NATIONAL HONOR SOCIETY | | | | | | | |
| NEWSPAPER | | | | | | | |
| PROJECT LEAD | | | | | | | |
| SCIENCE | | | | | | | |
| SR CLASS SPONSOR | | | | | | | |
| YEARBOOK | | | | | | | |

| CATEGORY IV - 3.50% (\$2,240) Range 4 | | | | | | |
|---------------------------------------|---|---|--|--|--|--|
| CLUB | FINE ARTS | BUILDING CHAIR/COORDINATOR | | | | |
| JUNIOR CLASS SPONSOR | MARCHING BAND | CONTINUOUS IMPROVEMENT CHAIR | | | | |
| CATEGORY V - 3.00% (\$1,920) Range 5 | | | | | | |
| CLUB | FINE ARTS | BUILDING CHAIR/COORDINATOR | | | | |
| DOOK OLUB | | STATE TESTING ACCOMODATION | | | | |
| BOOK CLUB | | COORDINATOR | | | | |
| CHEMISTRY CLUB | | AP TESTING ACCOMODATIONS COORDINATOR | | | | |
| COMPETITIVE BIOLOGY | | COORDINATOR | | | | |
| ENGINEERING AND ARCHITECTURE | | | | | | |
| INTERVENTION PRG INSTRUCTOR | | | | | | |
| MATH CLUB | | | | | | |
| MEDIA PRODUCTION | | | | | | |
| SCIENCE NATIONAL HONOR SOCIETY | TEGORY VI - 2.50% (\$1,600) Range | 6 | | | | |
| | FINE ARTS | | | | | |
| HOSA | ASSISTANT DIRECTOR - BAND | BUILDING CHAIR/COORDINATOR | | | | |
| WORLD LANGUAGE CLUBS | ASSISTANT DIRECTOR - BAND | | | | | |
| FRESHMAN CLASS SPONSOR | | | | | | |
| GAME DESIGN | | | | | | |
| INTENSITY DANCE | | | | | | |
| SOCIAL JUSTICE | | | | | | |
| LITERARY MAGAZINE MODEL U.N. | | | | | | |
| PEER MEIDATION | | | | | | |
| PHYSICS CLUB | | | | | | |
| SADD | | | | | | |
| SOCIAL STUDIES CLUB | | | | | | |
| SOPHOMORE CLASS SPONSOR | | | | | | |
| DANCE | | | | | | |
| DECA BUSINESS PROFESSIONALS OF | | | | | | |
| AMERICA | | | | | | |
| STUDENT TO STUDENT | | | | | | |
| SKILLS USA | | | | | | |
| | FEGORY VII - 2.00% (\$1,280) Range | | | | | |
| CLUB | FINE ARTS | BUILDING CHAIR/COORDINATOR | | | | |
| RUGBY SKI CLUB | ASSISTANT DIRECTOR - MUSICAL SUMMER STRINGS CAMP DIRECTOR | | | | | |
| | | 0 | | | | |
| CLUB | TEGORY VIII - 1.50% (\$960) Range | BUILDING CHAIR/COORDINATOR | | | | |
| ENVIRONMENTAL ACTIVIST CLUB | FINE ARTS | BUILDING CHAIR/COORDINATOR | | | | |
| FUTURE PROBLEM-SOLVING | | | | | | |
| QUIZ BOWL | | | | | | |
| NATIONAL ART HONOR SOCIETY | | | | | | |
| NATIONAL TECHNICAL HONOR | | | | | | |
| SOCIETY DIVERSITY CLUB | | | | | | |
| DESTINATION IMAGINATION | | | | | | |
| CATEGORY IX - 1.00% (\$640) Range 9 | | | | | | |
| CLUB | FINE ARTS | BUILDING CHAIR/COORDINATOR | | | | |
| ASTRONOMY | SUMMER BAND/STRINGS/CAMP-ASST. DIRECTOR | | | | | |
| BUILDON | DINECTOR | | | | | |
| CHESS | | | | | | |
| LEAGUE ACTIVITIES | | | | | | |
| MEDICAL CLUB | | | | | | |
| PHOTOGRAPHY | | | | | | |
| PTO/PTA REP | | | | | | |
| SPIRIT CLUB ENTREPRENEURSHIP CLUB | | | | | | |
| LITTLE RENEONORIE OLUB | | | | | | |

MIDDLE SCHOOL - SCHEDULE C POSITIONS DISTRICT-WIDE POSITIONS CATEGORY I - 5.00% (\$3,200) Range 2 **DISTRICT-WIDE - DEPARTMENT CHAIRPERSON** WORLD LANGUAGE COUNSELORS TECH SUPPORT PHYSICAL EDUCATION HOME LIVING SPECIAL ED. CATEGORICAL (6-12) BUSINESS INDUSTRIAL TECH/VOC. ED. VISUAL ART (6-12) **INSTRUMENTAL MUSIC (6-12)** VOCAL MUSIC (6-12) **BUILDING POSITIONS** CATEGORY I - 5.00% (\$3,200) Range 2 CLUB **FINE ARTS BUILDING CHAIR/COORDINATOR** MATH SCIENCE SOCIAL STUDIES LANGUAGE ARTS TECH CHAIR CATEGORY II - 3.50% (\$2,240) Range 4 **CLUB FINE ARTS BUILDING CHAIR/COORDINATOR** CONTINUOUS IMPROVEMENT CHAIR YEARBOOK (IF NO CLASS IS OFFERED) BAND **ORCHESTRA** VOCAL CATEGORY IV - 2.50% (\$1,600) Range 6 **CLUB FINE ARTS BUILDING CHAIR/COORDINATOR** DRAMA CLUB SPECIAL EDUCATION CHAIRPERSON JAZZ BAND 1 PER BUILDING) MATH CLUB PEER MENTORS SCIENCE CLUB/SCIENCE OLYMPIAD STUDENT GOVERNMENT MEDIA PRODUCTION YEARBOOK (IF CLASS IS OFFERED) CONNECTORS CLUB COMPETITIVE FORENSICS CLUB CRAFT/FOLK ART COMPETITIVE MODEL U.N. CATEGORY V - 2.00% (\$1,280) Range 7 CLUB **FINE ARTS BUILDING CHAIR/COORDINATOR** MEDIA CLUB CATEGORY VI - 1.50% (\$960) Range 8 **CLUB FINE ARTS BUILDING CHAIR/COORDINATOR** STATE TESTING ACCOMODATIONS **FUTURE PROBLEM SOLVING** COORDINATOR **DESTINATION CLUB** STAND CLUB QUIZ BOWL CATEGORY VII - 1.00% (\$640) Range 9 **CLUB FINE ARTS BUILDING CHAIR/COORDINATOR ECOLOGY CLUB/GREEN TEAM** THEATER (2 PERFORMANCES) NON-COMPETITIVE FORENSICS CLUB A CAPELLA CHOIR HOMEWORK HELP CLUB LIFE SKILLS PTO/PTA REP

MAKER CLUB

ELEMENTARY SCHOOL - SCHEDULE C POSITIONS DISTRICT-WIDE POSITIONS CATEGORY I - 5.00% (\$3,200) Range 2 **DISTRICT-WIDE - DEPARTMENT CHAIRPERSON** PHYSICAL EDUCATION VOCAL MUSIC INSTRUMENTAL MUSIC **ELEMENTARY WORLD LANGUAGE** VISUAL ART SPECIAL EDUCATION - RESOURCE SPECIAL EDUCATION - CATEGORICAL CATEGORY IV - 3.00% (\$1,920) Range 5 **DISTRICT-WIDE - DEPARTMENT CHAIRPERSON** CHAIRPERSON ELEMENTARY DISTRICT-WIDE COMMITTEE - ELD/BILINGUAL **BUILDING POSITIONS** CATEGORY I - 5.00% (\$3,200) Range 2 **FINE ARTS BUILDING CHAIR/COORDINATOR CLUB ELEMENTARY SUZUKI STRINGS** TECH CHAIR HEAD TEACHER CATEGORY II - 3.50% (\$2,240) Range 4 **CLUB FINE ARTS BUILDING CHAIR/COORDINATOR** CONTINUOUS IMPROVEMENT CHAIR SAFETY PATROL SERVICE SQUAD CATEGORY III - 3.20% (\$2,048) Range 10 **CLUB FINE ARTS BUILDING CHAIR/COORDINATOR** BAND **STRINGS** VOCAL ELEMENTARY SUZUKI STRINGS LEAD **ASSISTANT** CATEGORY VI - 2.00% (\$1,280) Range 7 **CLUB FINE ARTS BUILDING CHAIR/COORDINATOR** CATEGORY VIII - 1.00% (\$640) Range 9 **FINE ARTS BUILDING CHAIR/COORDINATOR** PTO/PTA REPRESENTATIVE CHAIRPERSON-BUILDING SUPPLEMENTAL PROGRAMS OUTDOOR EDUCATION CHAIRPERSON **CATEGORY IX - 0.20% PER DAY (\$128) CLUB FINE ARTS BUILDING CHAIR/COORDINATOR** OVERNIGHT TRIP STIPEND

COLLEGE AND CAREER HIGH SCHOOL - SCHEDULE C POSITIONS BUILDING POSITIONS CATEGORY I - 5.00% (\$3,200) CLUB FINE ARTS BUILDING CHAIR/COORDINATOR HEAD TEACHER **CATEGORY II - 2.50% (\$1,600)** CLUB **FINE ARTS BUILDING CHAIR/COORDINATOR** SOCIAL JUSTICE COMMUNITY ED. TECH CHAIR STATE TESTING ACCOMODATION COORDINATOR **CATEGORY IV - 1.25% (\$800)** CLUB **FINE ARTS BUILDING CHAIR/COORDINATOR** YEARBOOK TUTORING CONTINUOUS IMPROVEMENT CHAIR **ACTIVITY SPONSOR CATEGORY V - .75% (\$480)** CLUB **FINE ARTS BUILDING CHAIR/COORDINATOR** NEWSLETTER STUDENT GOVERNMENT **KEY CLUB** EMPLOYMENT SUPERVISOR

32.7 Fine Arts Requirements.

The following outlines the essential requirements to obtain the fine arts Schedule C stipend:

High School

- Band, Choir, Orchestra Three (3) evening performances and festival experience.
- Marching Band Football games and festival experience (including invitationals and competitions).
- Play Director Two (2) evening performances (One (1) per season which includes straight play and musical)

Middle School

- Band, Choir, Orchestra Three (3) evening performances and festival experience
- Theater One (1) evening performance per semester

Elementary School

- Band and Strings Eight to Nine (8 to 9) evening multi-school performances.
- Vocal Music Four to Five (4 to 5) evening performances.

SCHEDULE D

| Curriculum Development (Outside school year/day | within the discretion of Administration)\$30.00/hr |
|---|--|
| Teaching in place of a substitute teacher | \$30.00/hr |
| TEAM/SAT meeting outside contractual work day | \$30.00/hr |
| Instructional Trainer | \$35.00/hour + \$60.00 course prep fee/annually |
| Web Design | \$20.00/hour (4 hours per week) |

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

| Middle School | |
|--|----------------|
| Scorers, timers, announcers, game workers (single game - football game) | \$27.40 /game |
| Scorers, timers, announcers, game workers (2 games/night – basketball, volleyball, and a track meet) | \$41.10 /night |
| Adult Supervisors (maximum 1 per building) | \$30.69 /hour |
| Middle School Athletic Director | \$30.69/hour |

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

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

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

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

| GRIEVANCE NO. | |
|-------------------|--|
| BARGAINING AGENT | |
| ADDITIONAL PAGES_ | |
| | |

TROY SCHOOL DISTRICT GRIEVANCE REPORT FORM

| GRIEVANT | DATE OCCURRED_ | DATE FILED |
|-------------------------------------|------------------------------|-------------------------|
| BUILDING | GRIEVANCE INDIVI | DUAL/CLASS/ASSOCIATION |
| I DO I DO NOTWISH | TO BE REPRESENTED BY | THE BARGAINING AGENT. |
| SECTION(S) ALLEGED TO HAVE B | EEN VIOLATED | PAGES(S) |
| STATEMENT OF GRIEVANT: | | |
| RELIEF SOUGHT: | | |
| SIGNATURE | | DATE |
| LEVEL 1 (SUPERVISOR) DATE R | ECEIVED | DATES(S) OF MEETINGS |
| POSITION OF PRINCIPAL: | | |
| SIGNATURE | | DATE |
| DATE RECEIVED BY GRIEVANT/TE | | <u> </u> |
| POSITION OF GRIEVANT: | | |
| SIGNATURE | | DATE |
| LEVEL 2 (EMPLOYEE SERVICES D | EPARTMENT) DATE | RECEIVED |
| POSITION OF ASSISTANT SUPERI | NTENDENT, EMPLOYEE SE | E(S) OF MEETINGSERVICES |
| SIGNATURE | | DATE |
| DATE RECEIVED BY GRIEVANT/TE | | <u> </u> |
| POSITION OF GRIEVANT: | | |
| SIGNATURE | | DATE |
| LEVEL 3(ARBITRATION) | DATE REFERRED | DATE(S) OF HEARINGS |
| AWARD OF ARBITRATOR: | | |
| NAME | | DATE |
| Cc: Grievant/Grievance Chairperson/ | South Oakland Districts Asso | ciation (2) rev/10-96 |

Mentoring Log

| her: | | | | |
|-------|--------------------------|--------------------------|----------------|-----------------------|
| ntor: | | | | |
| Date | Time session began | Time session ended | Total Hours | Topic/Activity/Agenda |
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APPENDIX 3

BOARD POLICIES

Troy School District Policies can be found on the District website:

Troy School District Board Policies

4000 PERSONNEL

| 4000.03 | Staffing, Layoff and Recall of Teachers |
|---------|---|
| 4000.04 | Discipline and Discharge |
| 4000.04 | Performance Evaluations |
| 4000.04 | Performance Based Compensation |

APPENDIX 4

Child Care Supervisor Evaluation

| Name: | |
|---|---|
| School Year: School: Program: | Director: |
| | ctive ME=Minimally Effective I=Ineffective or NA must be accompanied by explanations and suggestions for improvement |
| CATEGORY | |
| Knowledge of subject matter | HE E ME I NA |
| 2. Organization of instruction | HE E ME I NA |
| 3. Method of presentation | HE E ME I NA |
| 4. Classroom management and control | HE E ME I NA |
| 5. Interaction with students and staff | HE E ME I NA |
| 6. Evaluation of students and staff | HE E ME I NA |
| 7. Personal and professional attributes | HE E ME I NA |
| The supervisor's signature does not necessarily indicate agreem | ent. Rather, that the conference has been held on the date indicated and that he supervisor has the right to attach a letter of rebuttal at any time. |
| Supervisor's signature | Date |
| Early Childhood Director's Signature | Date |

EVALUATION CRITERIA FOR CHILD CARE SUPERVISOR

1. Knowledge of subject matter

Demonstrates a basic knowledge of theory and stages of child development

Demonstrates an understanding of the philosophy, goals, and policies of the program

Demonstrates knowledge of licensing rules and regulations

Demonstrates knowledge of district policies and procedures

2. Organization of instruction

Consistently makes plans for the center, considering developmental levels of children, and allowing children to choose among developmentally appropriate activities

Orders supplies and materials within the budget and time constraints of the district system

Completes required forms and reports in a timely manner

Maintains children records as required by licensing rules and program policies

3. Method of presentation

Consistently presents activities that are varied to meet social, physical and cognitive needs

Arranges space and equipment in attractive manner and allows children access to games, art supplies, quiet area, and other developmentally appropriate materials

Maintains an environment that is free of health and safety hazards

4. Classroom management and control

Establishes appropriate guidelines for group behavior

Consistently employs positive discipline techniques

Applies developmental principles to methods of discipline

5. Interaction with students, staff, and parents

Communication with children is consistently positive.

Attends to children during program time, making children the priority

Demonstrates a positive regard for children

Maintains confidentiality in regards to problems of individual children

Models appropriate interaction for other staff in relationships with students and parents

Maintains positive and professional line of communication with building staff and parents

6. Evaluation of students and staff

Makes appropriate contact with classroom teachers and other school personnel on behalf of children in the program Documents significant behaviors and interactions which may need intervention

Reports significant behaviors and interactions to Youth Services Supervisor or Coordinator

Makes appropriate suggestions for improvement to staff, monitors work habits and attitudes

Is fair, impartial, and nondiscriminatory in relationships with students, staff and parents

7. Personal and professional attributes

Accepts responsibilities of the position willingly

Maintains confidentiality in all matters relating to students, staff and parents

Attendance is regular and punctual, without excessive absences

Dresses appropriately for work with children

Works effectively under pressure, handles emergencies without losing control

Uses good judgement in regard to child safety and esteem

Adapts easily to new situations and job requirements

Directs staff members effectively

Appendix 5

Early childhood educator Insurance

Medical/Prescription Plan Overview All plans effective date: 1/1/2020

| CARRIER | BCBSM—CI | 3 2 | BCBSM—C | CB 3 | BCBSM—C | CB 4 | BCBSM—S | imply Blue |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|----------------------|
| Plan Basics | In-Net | Out-Net | In-Net | Out-Net | In-Net | Out-Net | In-Net | Out-Net |
| Individual Deductible | \$100 | \$250 | \$250 | \$500 | \$500 | \$1,000 | \$1,400 | \$2,800 |
| Family Deductible | \$200 | \$500 | \$500 | \$1,000 | \$1,000 | \$2,000 | \$2,800 | \$5,600 |
| Coinsurance Level | 90% after deductible | 70% after deductible | 80% after deductible | 60% after deductible | 80% after deductible | 60% after deductible | 100% after deductible | 80% after deductible |
| Individual Out-of-Pocket* | \$600 | \$1,750 | \$1,250 | \$3,500 | \$2,000 | \$4,000 | \$2,250 | \$4,500 |
| Family Out-of-Pocket* | \$1,200 | \$3,500 | \$2,500 | \$7,000 | \$4,000 | \$8,000 | \$4,500 | \$9,000 |
| Other Plan Details Hospital Services | 90% after deductible | 70% after deductible | 80% after deductible | 60% after deductible | 80% after deductible | 60% after deductible | 100% after deductible | 80% after deductible |
| Hospital Services | | | | | | | | |
| Emergency Care (waived if admitted) | \$50 Copay | | \$50 Copay | | \$50 Copay | | 100% after o | leductible |
| Office Visits | \$10 Copay | 70% after deductible | \$10 Copay | 60% after deductible | \$20 Copay | 60% after deductible | 100% after deductible | 80% after deductible |
| Prescription Drugs (assumes | In-Network) | | | | | | | |
| Generic | \$10 Copay | | \$10 Copay | | \$10 Copay | | \$10 Copay a | after deductible |
| Brand | \$40 Copay | | \$40 Copay | | \$40 Copay | | \$60 Copay a | after deductible |
| Mail Order Prescriptions (90 Day Fill) | MOPD 2x | | MOPD 2x | | MOPD 2x | | MOPD 2x a | fter deductible |

NOTE: All annual rates are subject to change per Blue Cross Blue Shield

National Vision Administrators

Participating Providers Plan effective date: 1/1/2020 Non-Participating Providers

| Co-payment None | In-Network Coverage | Out-of-Network Coverage |
|--|--|---|
| Examination Once Every Plan Year | Covered 100% | Reimbursed Amount Up to \$49.50 |
| Lenses Once Every Plan Year <i>Single</i> Vision Bifocal Trifocal Lenticular | Standard Glass or Plastic Covered 100% | ♣ Up to \$64.90 ♣ Up to \$143 ♣ Up to \$150 ♣ Up to \$159.50 |
| Frame Once Every Plan Year | Retail Allowance Up to \$100 (20% discount off balance)* | Up to \$100 |
| Contact Lenses Once Every Plan Year Elective Contact Lenses | | In lieu of Lenses & Frame Up to \$150 |
| Medically Necessary*** | Covered 100% | → Up to \$200 |

Newly Offered, in cooperation with NVA, is a discounted hearing service plan provided through EPIC Hearing HealthCare. Please see the EPIC Hearing Service Plan flier at the back of this guide.

^{*}Does not apply to Wal-Mart / Sam's Club locations
**Does not apply to Wal-Mart / Sam's Club or Contact Fill locations
***Pre-approval from NVA required

TROYSCHOOL DISTRICT Group #9941 Coordinated Dental Benefits Plan

Early Childhood Educators

| The Plan-at-a-Glance | PPO Networks: AON Dental Network, DenteMax |
|--|--|
| Maximum Benefits | Rates effective: 1/1/2020 |
| Annual Maximum Lifetime Maximum | \$1000 per eligible individual for covered class I, II and III services \$1000 per eligible individual for covered class IV services |
| Class I Preventive Services - 50% | |
| Routine Oral Examinations Prophylaxis (Cleaning) Topical Application of Fluoride Space Maintainers | Twice per plan year Twice per plan year Twice per plan year to age 19 To age 19 |
| Class II Restorative Services - 50% | |
| Bitewing X-Rays Full-Mouth Series or Panoramic X-Rays All Other X-Rays | Once per 60 months |
| Composite and Amalgam fillings** Inlays, Onlays and Crowns Root Canal Therapy | Once per permanent tooth per 60 months |
| Periodontal Maintenance Periodontal Root Planing Periodontal Surgery Oral Surgery and Extractions | Once per 3 month period, following treatment Once per quadrant per 24 months |
| General Anesthesia or IV Sedation Occlusal Guards Denture Repair and Adjustment | Medically necessary and with covered oral surgery Once per lifetime |
| Denture Reline or Rebase | Once per 36 months, per arch |
| Class III Major Services - 50% | |
| Complete and Partial Removable Dentures Fixed Partial Dentures (Bridges) Addition of Teeth to Partial Dentures | Once per arch per 60 months Once per area per 60 months |
| Class IV Orthodontic Services - 50% | |
| Limited and Interceptive Treatment Comprehensive Treatment | Removable and Fixed Appliance Therapy, up to age 19 Fixed Appliance Therapy, up to age 19 |
| Not Covered | |
| Sealants Implants and Related Restorations Deductible - None Missing Tooth Clause - None | TMJffMD Treatment Cosmetic Treatment |

¹² Month Billing Limitation Waiting Periods - None COB - Standard

^{**}Composite not covered for posterior teeth, alternate benefit applies

^{**}Prosthetics are considered on delivery date

^{**}Note – Quotes of benefits do not constitute a guarantee of payment. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$200.00 in charges. The treatment plan should be submitted to AON prior to beginning any treatment.

TROY SCHOOL DISTRICT Group #9941 Non-Coordinated Dental Benefits Plan

Early Childhood Educators

Waiting Periods - None COB - Standard

| The Plan-at-a-Glance | PPO Networks: ADN Dental Network, DenteMax |
|--|--|
| Maximum Benefits | Rates effective: 1/1/2020 |
| Annual Maximum Lifetime Maximum | \$1000 per eligible individual for covered class I, II and III services \$1500 per eligible individual for covered class IV services |
| Class I Preventive Services - 100% | |
| Routine Oral Examinations | Twice per plan year |
| Prophylaxis (Cleaning) | Twice per plan year |
| Topical Application of Fluoride | Twice per plan year to age 19 |
| Space Maintainers | To age 19 |
| Class II Restorative Services - 90% | |
| Bitewing X-Rays | Once per plan year |
| Full-Mouth Series or Panoramic X-Rays | Once per 60 months |
| All Other X-Rays | |
| Composite and Amalgam fillings** | 0 11 11 22 11 |
| nlays, Onlays and Crowns | Once per permanent tooth per 60 months |
| Root Canal Therapy Periodontal Maintenance | Once per 2 ments period following treatment |
| Periodontal Maintenance Periodontal Root | Once per 3 month period, following treatment Once per quadrant per 24 months |
| Planning Periodontal | Once per quadrant per 24 months |
| Surgery | |
| Oral Surgery and Extractions | Medically necessary and with covered oral surgery |
| General Anesthesia or IV Sedation | Once per lifetime |
| Occlusal Guards | Choo per metante |
| Denture Repair and Adjustment | Once per 36 months, per arch |
| Denture Reline or Rebase | |
| Class III Major Services - 90% | |
| • | Once per arch per 60 months |
| Complete and Partial Removable Dentures | Once per area per 60 months |
| Fixed Partial Dentures (Bridges) Addition of Teeth to Partial Dentures | |
| | |
| Class IV Orthodontic Services - 90% | Removable and Fixed Appliance Therapy, up to age 19 |
| imited and Interceptive Treatment | Fixed Appliance Therapy, up to age 19 |
| Comprehensive Treatment | |
| Not Covered | |
| | TMJ/TMD Treatment Cosmetic Treatment |
| Sealants Implants and Related Restoration | S |
| • | |

**Prosthetics are considered on delivery date

^{**}Note - Quotes of benefits do not constitute a guarantee of payment. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and li mi tati on.Predetermination is strongly encouraged for all non-emergency dental treatment exceeding \$200.00 in charges. The treatment plan should be submitted to AON prior to beginning any treatment,

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| Transfers (16) | |
| Transfers (16) | 89-90 |
| Transfers (16) | 89-90 93 |
| Transfers (16) | 89-90 93 33 |
| Transfers (16) | 89-90 93 33 |
| Transfers (16) | 89-90 93 33 90 87 |
| Transfers (16) | 89-90 93 33 90 87 33 |
| Transfers (16) | 89-90 93 33 90 87 33 89-90 94 |
| Transfers (16) | 89-90 93 33 90 87 33 89-90 94 |
| Transfers (16) | 89-90 93 33 90 87 33 89-90 94 88 |
| Transfers (16) | 89-90 93 33 90 87 33 89-90 94 88 33 88 |
| Transfers (16) | 89-90 93 33 90 87 33 89-90 94 88 33 88 84 |

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| | |

X, Y, Z

TROY SCHOOL DISTRICT 2020 2021 PAYROLL SCHEDULE

| 26 Pay IA TEA | | | | | | | | | | |
|---------------|------------|--|--|--|--|--|--|--|--|--|
| 1 | 8/21/2020 | | | | | | | | | |
| 2 | 9/4/2020 | | | | | | | | | |
| 3 | 9/18/2020 | | | | | | | | | |
| 4 | 10/2/2020 | | | | | | | | | |
| 5 | 10/2/2020 | | | | | | | | | |
| 6 | 10/30/2020 | | | | | | | | | |
| | | | | | | | | | | |
| 7 | 11/13/2020 | | | | | | | | | |
| 8 | 11/27/2020 | | | | | | | | | |
| 9 | 12/11/2020 | | | | | | | | | |
| 10 | 12/25/2020 | | | | | | | | | |
| 11 | 1/8/2021 | | | | | | | | | |
| 12 | 1/22/2021 | | | | | | | | | |
| 13 | 2/5/2021 | | | | | | | | | |
| 14 | 2/19/2021 | | | | | | | | | |
| 15 | 3/5/2021 | | | | | | | | | |
| 16 | 3/19/2021 | | | | | | | | | |
| 17 | 4/2/2021 | | | | | | | | | |
| 18 | 4/16/2021 | | | | | | | | | |
| 19 | 4/30/2021 | | | | | | | | | |
| 20 | 5/14/2021 | | | | | | | | | |
| 21 | 5/28/2021 | | | | | | | | | |
| 22 | 6/11/2021 | | | | | | | | | |
| 23 | 6/25/2021 | | | | | | | | | |
| 24 | 7/9/2021 | | | | | | | | | |
| 25 | 7/23/2021 | | | | | | | | | |
| 26 | 8/6/2021 | | | | | | | | | |

| <u> </u> | 26 Pay TEA |
|----------|------------|
| 1 | 9/4/2020 |
| 2 | 9/18/2020 |
| 3 | 10/2/2020 |
| 4 | 10/16/2020 |
| 5 | 10/30/2020 |
| 6 | 11/13/2020 |
| 7 | 11/27/2020 |
| 8 | 12/11/2020 |
| 9 | 12/25/2020 |
| 10 | 1/8/2021 |
| 11 | 1/22/2021 |
| 12 | 2/5/2021 |
| 13 | 2/19/2021 |
| 14 | 3/5/2021 |
| 15 | 3/19/2021 |
| 16 | 4/2/2021 |
| 17 | 4/16/2021 |
| 18 | 4/30/2021 |
| 19 | 5/14/2021 |
| 20 | 5/28/2021 |
| 21 | 6/11/2021 |
| 22 | 6/25/2021 |
| 23 | 7/9/2021 |
| 24 | 7/23/2021 |
| 25 | 8/6/2021 |
| 26 | 8/20/2021 |

| 26 | ΓΕΑ Lump Pay | | | | | | | | | | |
|----|---------------------|--|--|--|--|--|--|--|--|--|--|
| | <u>& 21 Pay</u> | | | | | | | | | | |
| 1 | 9/4/2020 | | | | | | | | | | |
| 2 | 9/18/2020 | | | | | | | | | | |
| 3 | 10/2/2020 | | | | | | | | | | |
| 4 | 10/16/2020 | | | | | | | | | | |
| 5 | 10/30/2020 | | | | | | | | | | |
| 6 | 11/13/2020 | | | | | | | | | | |
| 7 | 11/27/2020 | | | | | | | | | | |
| 8 | 12/11/2020 | | | | | | | | | | |
| 9 | 12/25/2020 | | | | | | | | | | |
| 10 | 1/8/2021 | | | | | | | | | | |
| 11 | 1/22/2021 | | | | | | | | | | |
| 12 | 2/5/2021 | | | | | | | | | | |
| 13 | 2/19/2021 | | | | | | | | | | |
| 14 | 3/5/2021 | | | | | | | | | | |
| 15 | 3/19/2021 | | | | | | | | | | |
| 16 | 4/2/2021 | | | | | | | | | | |
| 17 | 4/16/2021 | | | | | | | | | | |
| 18 | 4/30/2021 | | | | | | | | | | |
| 19 | 5/14/2021 | | | | | | | | | | |
| 20 | 5/28/2021 | | | | | | | | | | |
| 21 | 6/11/2021 | | | | | | | | | | |

LETTER OF AGREEMENT

between The Troy School District and the

Troy Education Association, MEA/NEA regarding

Schoology Online Grading and Communication

The Parties have previously negotiated contract language and letters of agreement regarding notification of academic progress through formal progress reports, report card grades, and semester grades in Sections 14.14 and 14.15 of the 2020-2021 Collective Bargaining Agreement (CBA). This letter of agreement shall amend those sections only through June 16, 2021.

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

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

Schoology Grade Posting Schedule for 2020-2021

MP#1

End of Update Period at End of Day (Grades Update Complete by End of Day) September 25, 2020 (September 29, 2020) October 16, 2020 (October 20, 2020) November 5, 2020 (November 10, 2020)

MP#2

November 27, 2020 (December 1, 2020) December 18, 2020 (December 22, 2020) January 1, 2021 (January 26, 2021)

MP#3

February 12, 2021 (February 17, 2021) March 5, 2021 (March 9, 2021) March 25, 2021 (April 6, 2021)

MP#4

April 23, 2021 (April 27, 2021) May 21, 2021 (May 25, 2021) June 16, 2021 (Grade Update Complete at End of Last Day June 22, 2021)

LETTER OF AGREEMENT

between

TROY EDUCATION ASSOCIATION

and the

TROY SCHOOL DISTRICT

regarding

DEVELOPMENTAL KINDERGARTEN OFFERINGS

The Recognition Clause, Article 1.2, of the 2020-2021 Collective Bargaining Agreement between the Troy School District ("District") and the Troy Education Association (TEA) reads:

Definition. The term teacher when used hereinafter in this Collective Bargaining Agreement shall include the following personnel employed under contract by the Board: All teachers in grades preschool through twelfth (12th), including special education, guidance counselors, consultants, educational coordinators, media specialists, reading support teachers, school psychologists, speech pathologists, social workers, early childhood educators, department chairpersons, head teachers, administrative interns, and all paid positions as set forth in Schedules B, C, and D. Article 38 contains terms and conditions applicable to ancillary teachers, teachers whose terms and conditions of employment are not subject to the Michigan Teachers' Tenure Act.

For the 2020-21 school year, the District is allowing district residents to enroll eligible children ages 4 years and 9 months to 5 years old into a developmental kindergarten section housed in the Troy School District Preschool building. Classifying this arrangement as a developmental kindergarten program will allow Michigan per-pupil state aid payments to be provided for the children's' education. The District will staff this program with a current Early Childhood Educator who maintains the appropriate teaching certification credentials to instruct the program.

For purposes of referencing the CBA's recognition clause, this program will be staffed with Early Childhood Educators pursuant to the wages, terms, and conditions of Article 36 of the CBA. ("Troy Early Childhood Educators"). This Letter of Agreement is effective for the 2020-21 school year only and may be reevaluated on an annual basis by the parties. This Agreement constitutes the entire agreement between the parties and supersedes any previous oral or written agreements and may only be modified in writing.

SIGNATURES

TROY SCHOOL DISTRICT

John J. Pagel

By:

John Pagel

Date: 8/25/2020

TROY EDUCATION ASSOCIATION

By: Jong Christia

Date: 8 25 2020

LETTER OF AGREEMENT between TROY EDUCATION ASSOCIATION and the TROY SCHOOL DISTRICT

RE: Book and Material Distribution at the Secondary High School Level

Due to the COVID-19 pandemic, the parties agree that the following revisions to the CBA are for the 2020-2021 school year, and that the provisions will expire on June 17, 2021. The parties further agree to meet as needed to adjust this LOA to address any modifications necessary. Provisions found within this LOA supersede any previous modifications to the CBA.

To dispense books and materials at the high school level, the parties agree to modify teachers' working conditions related to this practice.

Teacher Duties

- 1. Teachers will gather the books and materials for each class that they teach.
- 2. The books and materials will be assigned to each student.
- 3. Teachers will take the books to the designated location for material sorting by student name.
- 4. Teachers will place the assigned books and materials for their class into the student bin labeled with the student's name.
- 5. Teachers will provide building administration with a class roster with material identification noted by each student's name.
- 6. This process will be completed by the end of the workday on September 3, 2020.

Building Administration Supports

- 1. Building administration will identify and communicate to teachers the location for the material collection.
- 2. Administration will establish a daily schedule to mitigate the congregating of teachers and staff at this location.
- Required PPE (Personal Protection Equipment) will be mandatory. The District will provide teachers with face masks, gloves, and hand sanitizer.
- If teachers ask for physical assistance to move books and materials to the assemblage area, building administration will provide this assistance.

For assisting building administration in the organization of student bins of books and materials, the District agrees to reallocate the teacher virtual schedule on September 8, 2020 to repurpose the 1:35 to 2:20 time slot and the 2:20 to 3:00 time slot as compensatory time for the delivery and disbursement of student books and materials.

All other provisions of the current collective bargaining agreement will remain in effect. Should an unforeseen issue arise not covered by this LOA, the parties agree to maintain current contract language until the parties have an opportunity to meet to discuss the issue, and if possible, remediate the concerns (Article 25.6).

This Letter of Agreement shall remain in effect until June 17, 2021 and is limited to the specific circumstances included herein and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

SIGNATURES

TROY SCHOOL DISTRICT

John J. Pagel

y: John Pagel

Date: 8/25/2020

TROY EDUCATION ASSOCIATION

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LETTER OF AGREEMENT between TROY EDUCATION ASSOCIATION and the TROY SCHOOL DISTRICT

RE: Unemployment for Early Childhood Teachers

Due to the COVID-19 pandemic, the parties agree to the following adjustment to the 2020-2021 Collective Bargaining Agreement to address the changes in working conditions in a virtual educational model. The parties agree that the following revision to the CBA, Article 36.3 is for the 2020-2021 school year, and that the provision will expire on June 17, 2021.

Current contract language 36.3 Layoff and Recall.

Unemployment Setoff. An early childhood educator who is laid off and who is paid unemployment compensation benefits associated with his/her regular assignment during the summer immediately following the layoff, and who is subsequently recalled to a bargaining unit position by September fifteenth (15th) of the following school year, will be paid his/her regular wage less the amount of unemployment compensation. The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the early childhood educator would have received had she/he been employed the entire school year.

 Any Early Childhood Teacher called back to work from layoff in the beginning of the 2020-2021 school year who received unemployment through the summer, shall receive their normal daily rate of pay and will not be required to pay any unemployment received in the summer back to the school district.

This Letter of Agreement shall remain in effect until June 17, 2021 and is limited to the specific circumstances included herein, and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

SIGNATURES

TROY SCHOOL DISTRICT

John J. Pagel

John Pagel

Date: 8/25/2020

TROY EDUCATION ASSOCIATION

B . 25 . :

LETTER OF AGREEMENT

between

TROY EDUCATION ASSOCIATION

and the

TROY SCHOOL DISTRICT

RE: NOTIFICATION OF INDIVIDUALIZED POSITIVE SUPPORT PLANS

Due to the COVID-19 pandemic, the parties agree to the following change to Article 15.2 of the 2020-2021 Collective Bargaining Agreement.

The original language of Article 15.2 of the Collective Bargaining Agreement requires the District to provide teachers with notification at least two (2) weeks prior to the start of the school year if they have students on their class roster that require an individualized positive behavior support plan. Given the unforeseen circumstances surrounding the COVID-19 pandemic, the parties agree to extend the notification deadline to no later than Thursday, September 3, 2020.

This Letter of Agreement shall remain in effect until June 17, 2021 and is limited to the specific circumstances included herein and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

SIGNATURES

TROY SCHOOL DISTRICT

John J. Pagel Bv:

John Pagel

Date: 8/25/2020

TROY EDUCATION ASSOCIATION

late: 8.25.2020

LETTER OF AGREEMENT between TROY EDUCATION ASSOCIATION and the TROY SCHOOL DISTRICT

RE: GSRP TEMPORARY REDELGATION AS AN EARLY CHILDHOOD EDUCATOR DESIGNATION

Due to the COVID-19 pandemic, the parties agree that the following revisions to the CBA are for the 2020-2021 school year, and that the provisions will expire on June 17, 2021. The parties further agree to meet as needed to adjust this LOA to address any modifications necessary.

The Recognition Clause, Article 1.2, of the 2020-2021 Collective Bargaining Agreement between the Troy School District ("District") and the Troy Education Association (TEA) reads:

Definition. The term teacher when used hereinafter in this Collective Bargaining Agreement shall include the following personnel employed under contract by the Board: All teachers in grades preschool through twelfth (12th), including special education, guidance counselors, consultants, educational coordinators, media specialists, reading support teachers, school psychologists, speech pathologists, social workers, early childhood educators, department chairpersons, head teachers, administrative interns, and all paid positions as set forth in Schedules B, C, and D. Article 38 contains terms and conditions applicable to ancillary teachers, teachers whose terms and conditions of employment are not subject to the Michigan Teachers' Tenure Act.

For the 2020-21 school year, the parties agree to designate GSRP classes as part of the Troy School District Early Childhood Program. The GSRP classes will be governed by Article 36 of the 2020-2021 Collective Bargaining Agreement (CBA). Teachers who will be assigned to a GSRP class will be receive the same salary and fringe benefits as outlined in Article 36 of the CBA. Teachers who taught GSRP courses during the 2019-2020 school year will be reassigned to K-5 classrooms for the 2020-2021 school year. The District will staff the GSRP program with a current Early Childhood Educator who maintains the appropriate teaching certification credentials to instruct the program.

For purposes of referencing the CBA's recognition clause, this program will be staffed with Early Childhood Educators pursuant to the wages, terms, and conditions of Article 36 of the CBA. ("Troy Early Childhood Educators"). This Letter of Agreement is effective for the 2020-21 school year only and may be reevaluated on an annual basis by the parties. This Agreement constitutes the entire agreement between the parties and supersedes any previous oral or written agreements and may only be modified in writing.

SIGNATURES

TROY SCHOOL DISTRICT

John Pagel

Date: 8/25/2020

TROY EDUCATION ASSOCIATION

Date:

8 . 25 . 202

LETTER OF AGREEMENT

between

TROY EDUCATION ASSOCIATION

and the

TROY SCHOOL DISTRICT

RE: ELEMENTARY REPORT CARDS

Due to the COVID-19 pandemic, the parties agree to change Article 14.16 C of the 2020-2021 Collective Bargaining Agreement.

For the 2020-2021 school year, elementary specials teachers will not be required to complete report cards. Furthermore, due to the missed deadline to create a subcommittee to address elementary specials reporting, the parties agree to extend the deadline to the end of the 2020-2021 school year.

This Letter of Agreement shall remain in effect until mutual agreement of the parties and is limited to the specific circumstances included herein and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

SIGNATURES

TROY SCHOOL DISTRICT

TROY SCHOOL DISTRICT

By:

Date: 8-25.2020

By:

Date: 8/25/2020

John Pagel

LETTER OF AGREEMENT between TROY EDUCATION ASSOCIATION and the TROY SCHOOL DISTRICT

RE: TUITION BASED PRESCHOOL FOR 2020-2021

Due to the COVID-19 pandemic, the parties agree to the following adjustments to the 2020-2021 Collective Bargaining Agreement to address the changes in working conditions for Early Childhood Educators (ECE). The parties agree that the following revisions to the CBA are for the 2020-2021 school year, and that the provisions will expire on June 17, 2021. The parties further agree to meet as needed to adjust this LOA to address any modifications, as necessary.

The Troy School District Early Childhood Center (ECC) will offer, and staff, tuition based PreK classrooms. This Letter of Agreement (LOA) modifies only the tuition based PreK classrooms and is not intended to alter the Early 5's or GSRP classrooms which will be following the K-12 instructional plan. Troy Education Association (TEA) ECE teachers working in the tuition based PreK classrooms will be working with students in a live format with the following provisions:

Salary (Article 36.14)

1. Teachers will advance one full step on the salary schedule.

Class Size (Article 36.5)

- 1. Class size is determined by the Michigan Department of Education (MDE)/Department of Licensing and Regulatory Affairs (LARA).
- 2. The parties agree to enroll no more than ten (10) PreK students in each section.

Work Location/Safety Procedures (Article 9 and Article 36.7)

- 1. ECC will be a closed campus.
- 2. TSD COVID-19 safety protocols will be followed.
- 3. Students and staff will wear face masks.
 - a. Exceptions are when eating, drinking
 - b. Students' nap time.
- 4. Face masks, gloves, face shields, hand sanitizer, and soap will be provided by the District.
- 5. Current social distancing guidelines will be followed.
- 6. Snack times and lunch time will occur in rooms other than the instructional classroom.
- 7. Nap times will be held in rooms other than the instructional classroom.
- 8. Teachers will request office staff assistance due to student toileting scenarios (Article 36.7.H).
- 9. Classrooms will not be used for multiple classes of students. Half day sessions will not use the same classroom for a morning and afternoon PreK class.

Cleaning

- 1. Teachers will be provided with the necessary cleaning products and safety equipment to engage in the same level of workstation cleaning as they did last school year.
- 2. Teachers are not required to clean their rooms.

Meetings (Article 36.4)

- 1. Individual Education Plan (IEP)/504 meetings will be held virtually.
- 2. Professional Development (PD) will be held virtually.
- 3. Professional meetings, including but not limited to, Multi-Tiered Student Support (MTSS) meetings will be held virtually.
- 4. All building meetings, such as staff meetings and collaboration meetings, will be held virtually (Article 12.14).
- 5. Open House/Curriculum Night events will be held virtually.
- 6. Parent/Teacher conferences will be held virtually.
- 7. All meetings will be held virtually.

Absences (Article 36.4)

- 1. Should a teacher feel ill, or contract COVID-19 they will notify their building principal and quarantine themselves for fourteen (14) days before returning to their buildings.
- 2. Teachers will not be charged leave days for a confirmed COVID-19 exposure or illness.

All other provisions of the current collective bargaining agreement will remain in effect. Should an unforeseen issue arise not covered by this LOA, the parties agree to maintain current contract language until the parties have an opportunity to meet to discuss the issue, and if possible, remediate the concerns (Article 25.6).

This Letter of Agreement shall remain in effect until June 17, 2021 and is limited to the specific circumstances included herein and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

SIGNATURES

TROY SCHOOL DISTRICT

oh J. Pagel

By: *0*

John Pagel

Date: 8/25/2020

TROY EDUCATION ASSOCIATION

by:

8.25.2020

TROY SCHOOL DISTRICT TUITION PRESCHOOL CALENDAR 2020-2021

AUGUST

Tuesday 25 Professional Learning; No Students Wednesday 26 Professional Learning; No Students Thursday 27 Professional Learning; No Students

SEPTEMBER

Tuesday 1 Preschool Students AM Only; PM Teacher Work Day

Friday 4 No School

Monday 7 Labor Day; No School

Wednesday 30 Preschool Students AM Only; PM Professional Learning

OCTOBER

Wednesday 28 Preschool Students Regular Schedule, Conferences Evening Thursday 29 Preschool Students Regular Schedule, Conferences Evening

NOVEMBER

Thanksgiving Break; Preschool Students No School Wednesday 25

Monday 30 School resumes

DECEMBER

Friday 4 Preschool Students Regular Schedule

Monday 21 Winter Recess Begins; Preschool Students No School

JANUARY

Monday 4 Winter Recess Ends; Preschool Students Regular Schedule Monday 18 Martin Luther King Jr. Day; Preschool Students No School

FEBRUARY

Monday 1 No School; Professional Learning

Monday 15 Midwinter Break Tuesday 16 Midwinter Break

Wednesday 17 Preschool Students Regular Schedule

MARCH

Wednesday 17 Preschool Students Regular Schedule, Conferences Evening Thursday 18 Preschool Students Regular Schedule, Conferences Evening

Friday 26 Preschool Students No School; Spring Break Begins

APRIL

Monday 5 Preschool Students Regular Schedule; Return From Spring Break

Thursday 22 Preschool Students AM Only; Professional Learning PM MAY

Monday 31 Memorial Day; Preschool Students No School

JUNE

Monday 14 Preschool Students Regular Schedule

Tuesday 15 Preschool Students Half Day; PM Teacher Work Day

Wednesday 16 Preschool Students Half Day; PM Teacher Work Day

Student Days: 177.5 Teacher Days: 186

136

LETTER OF AGREEMENT between TROY EDUCATION ASSOCIATION and the TROY SCHOOL DISTRICT

RE: VIRTUAL LEARNING PLAN FOR 2020-2021

Due to the COVID-19 pandemic, the parties agree to the following adjustments to the 2020-2021 Collective Bargaining Agreement to address the changes in working conditions in a virtual educational model. The parties agree that the following revisions to the CBA are for the 2020-2021 school year, and that the provisions will expire on June 17, 2021. The parties further agree to meet as needed to adjust this LOA to address any modifications necessary to implement the TSD virtual model.

1. Teacher Workday Schedule (Article 12 and Article 14)

- a. The elementary and secondary weekly work schedules are attached as Appendix 1 and Appendix 2.
- b. Teachers will follow the schedules as adopted in this LOA.
- c. Teachers will not be required to add instructional sessions beyond those found in the attached schedules.
- d. The 2020-2021 adopted school calendar will be followed.

2. Work Location/Safety Procedures (Article 9)

- a. Teachers will be allowed to work from home, however, teachers may, at their discretion work in their buildings.
- b. TSD COVID-19 safety protocols will be followed.
- c. Face masks, gloves, face shields, hand sanitizer, and soap will be provided by the District.
- d. Teachers will be allowed to work from their classrooms/offices.
- Teachers that do not have an assigned classroom/office will be provided with a safe work location.
- f. Current social distancing guidelines will be followed.
- g. Teachers are not required to move classroom furnishings.
- h. Teachers are not required to clean/sanitize their rooms.

3. Meetings (Article 12)

- a. Individual Education Plan (IEP)/504 meetings will be held virtually.
- b. Professional Development (PD) will be held virtually.
- c. Professional meetings, including but not limited to, Multi-Tiered Student Support (MTSS) meetings will be held virtually.
- d. All building meetings, such as staff meetings and collaboration meetings, will be held virtually (Article 12.14).
- e. Open House/Curriculum Night events will be held virtually.
- f. After school events such as clubs will be held virtually.
- g. Sports practices and competitions will follow MHSAA COVID-19 guidelines.

4. Absences (Article 6.3)

- Teachers who are not able to work on a scheduled workday will notify the District on Frontline.
- b. Teachers will upload their lesson plans onto Schoology.

- c. If Schoology is not accessible, lesson plans may be emailed to the building principal or main office secretary.
- d. Half day absences will follow the same process.
- e. Should a teacher feel ill, or contract COVID-19 they will notify their building principal and quarantine themselves for fourteen (14) days before returning to their buildings.

5. Classroom Set-up (Article 6)

- a. Teachers are requested to come into their buildings at some point during August 25th through August 27th to organize their rooms, organize student materials, and obtain technology hardware.
- b. The set-up of rooms will entail:
 - provide basic classroom setup (hanging visuals, testing technology, and general preparation to ensure a smooth transition into a hybrid instructional model
 - ii. organize materials for student distribution
 - iii. pick up of staff technology to support online teaching and learning.
 - iv. Teachers are not required to set up classroom furniture during this timeframe.

6. Technology (Article 11.11)

- a. Teachers will be provided with an I-pad, a mouse, a stylus pen, a wireless microphone/speaker, and a keypad.
- b. The District will offer professional learning for the usage of this equipment and provide technology support throughout the period the District is in a virtual learning setting.
- c. The District will provide software training on Zoom virtual meeting applications and Schoology.
- d. The parties agree to a minimum expectation for the usage of Schoology (Appendix 3).
- e. Teachers will record the instructional portion of each lesson. These instructional recordings will be housed on Schoology.
- f. The instructional recordings are proprietary property of the District and may not be used for instruction beyond the 2020-2021 school year.
- g. The District will establish clear policy and procedures regarding any usage of the instructional recordings by students, parents, and staff.

7. Student Supports

- a. The parties agree that each building will form a task group that will assist teachers with students who are not engaging, or sporadically engaging in the virtual classroom.
- b. Teachers will refer students to the attention of the task force if the student does not respond to teacher's emails or phone calls (Article 28.1).
- c. Teachers will be responsible to make three (3) attempts to contact the student and/or parent via email and/or phone prior to referring the student to the task force.
- d. Once the task force re-engages the student the responsibility of contacting the student and or parents will return to the teacher.
- e. If a student disengages multiple times, the process as stated above will reinitiated.

8. Teacher Evaluation

- a. The parties agree to reconvene the Troy Educator Assessment Model (TEAM) to examine the teacher evaluation processes during the virtual plan.
- b. TEAM will look at the observation processes for a virtual observation.
- c. TEAM will review the timelines based on the virtual setting.

9. Elementary Assessment Days (Article 6.5)

- a. If the Troy School District is engaged in virtual learning during an elementary reading assessment window, the District will utilize the small group time allocation on the virtual schedule for a period of no less than four (4) full weeks to administer Fountas and Pinnell Benchmark Assessment or other state mandated assessments.
- b. The District will oversee the scheduling of the reading assessment appointments.
- c. Teachers will be provided a copy of the assessment schedule.

All other provisions of the current collective bargaining agreement will remain in effect. Should an unforeseen issue arise not covered by this LOA, the parties agree to maintain current contract language until the parties have an opportunity to meet to discuss the issue, and if possible, remediate the concerns (Article 25.6).

This Letter of Agreement shall remain in effect until June 17, 2021 and is limited to the specific circumstances included herein and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

SIGNATURES

TROY SCHOOL DISTRICT

John Pagel

Date: <u>8/25/2020</u>

TROY EDUCATION ASSOCIATION

By: To

late: 8 - 25

APPENDIX 1

Troy School District

Elementary Virtual Schedule



Kindergarten – Weekly

| 3:10-3:30 | 2:40 - 3:10 | 2:10 - 2:40 | 1:40 - 2:10 | | 12:40 - 1:40 | 12:00 - 12:40 | *************************************** | 11.30 - 12.00 | ****** | 11:00 - 11:30 | | 10.30 - 11.00 | 10:00 - 10:30 | 9:45 - 10:00 | | 9:15 - 9:45 | 8:45 - 9:15 | 8:30 - 8:45 | Time |
|-------------|--------------------------|--|----------------------|------------------|----------------|---------------|---|---------------|-----------------|---------------|---------------|-----------------|---------------|------------------|--------------|-------------------|-------------------|-----------------|-----------|
| 2:25 - 3:30 | Professional Development | 1:40 - 2:25 | Common Planning Time | (SE, ELD, or GE) | Small Groups | LUNCH | Group Group S | Small Small C | Group Special (| Class B | Special group | Class A Small S | Math | Brain Break | | Writer's Workshop | Reader's Workshop | Morning Meeting | Monday |
| | | | | | Sn | | Special Group | Class C Small | Group Group | Small Small | Group Special | Small Class A | | В | | | | | |
| 2:25 - 3:30 | Professional Development | 1:40 - 2:25 | Common Planning Time | (SE, ELD, or GE) | Small Groups | LUNCH | Group Special | | Special Group | Class B Small | group Group | Small Small | Math | Brain Break | dormary u | Writer's Workshop | Reader's Workshop | Morning Meeting | Tuesday |
| 2:25 | Professional | 1:40 | Common P | (SE, EL | Sma (SE, E) | LU | Group | Small | Group Sp | Small Cl | Special | Class A S | Ŋ | Brair | Sci | Social S | Reader's | Mornin | Wedi |
| 2:25 - 3:30 | Professional Development | 1:40 - 2:25 | Common Planning Time | (SE, ELD, or GE) | Small Groups | LUNCH | Group Special | | _ | ω | group Group | Small Small | Math | Brain Break | Science | Social Studies or | Reader's Workshop | Morning Meeting | Wednesday |
| 2:25 - 3:30 | Professional Development | 1:40 - 2:25 | Common Planning Time | (SE, ELD, or GE) | Small Groups | LUNCH | Group | Small | Special | - | Special group | Class A Small | Math | Brain Break | Science | Social Studies or | Reader's Workshop | Morning Meeting | Thursday |
| | | | | | | | - | | | + | _ | Small Class A | | В | 7117.44 | | | | |
| 2:25 - 3:30 | Professional Development | (SE, ELD), Of GE) Common Planning Time 1:40 – 2:25 | (SE, ELD, or GE) | Small Groups | LUNCH | _ | + | - | - | | Small Small | Math | Brain Break | WINCE S WOLKSHOP | r's Workshop | Reader's Workshop | Morning Meeting | Friday | |

Troy School District

Elementary Virtual Schedule



First Grade - Weekly

| 3:10 - 3:30 | | 2:40 - 3:10 | 1:40 - 2:10 | | 12:40 - 1:40 | 12:00 - 12:40 | 11:20 - 12:00 | 11:10 - 11:20 | 10:30 - 11:10 | 9:25 - 10:30 | 8:45 - 9:25 | 8:30 - 8:45 | Time |
|--------------------|-------------|-----------------------|-----------------------|----------------------------------|----------------------------------|---------------|---------------|------------------------------|----------------------------------|----------------------------------|-------------------|-----------------|-----------|
| D Special | Class | Class C Special | Class B Special | Class A Special | Sm (SE, | | | Bı | Write | Sm (SE, | Reade | Morr | N |
| 2:23 – 3:30 | Development | Professional | 1:40 – 2:25 | Common Planning | Small Groups (SE, ELD, or GE) | LUNCH | Math | Brain Break | Writer's Workshop | Small Groups (SE, ELD, or GE) | Reader's Workshop | Morning Meeting | Monday |
| Special | 3 | Class C Special | Class B Special | Class A Special | Sr (SE, | | | В | Writ | Sı (SE, | Read | Mon | |
| 2:25 - 3:30 | Development | Professional | 1:40 – 2:25 | Common Planning | Small Groups (SE, ELD, or GE) | LUNCH | Math | Brain Break | Writer's Workshop | Small Groups (SE, ELD, or GE) | Reader's Workshop | Morning Meeting | Tuesday |
| Special | 2 | Class C Special | Class B Special | Class A Special | Sn (SE, | | | В | Scie | Sn (SE, | Read | Mor | W |
| 2:25 – 3:30 | Development | Professional | 1:40 – 2:25 | Common Planning | Small Groups (SE, ELD, or GE) | LUNCH | Math | Brain Break | Science or Social Studies | Small Groups (SE, ELD, or GE) | Reader's Workshop | Morning Meeting | Wednesday |
| Class D Special | 2 | Class C Special | Class B Special | Class A Special | Sn (SE, | | | В | Scie | Smal (SE, EI | Reader | Mor | Thu |
| 2:25 – 3:30 | | | Common Planning | Small Groups (SE, ELD, or GE) | LUNCH | Math | Brain Break | Science or Social Studies | Small Groups (SE, ELD, or GE) | er's Workshop | Morning Meeting | hursday | |
| Class D Special | | Class C Special | Class B Special | Class A Special | Sr (SE, | | | В | Write | Sr (SE, | Read | Mor | |
| 2:25 – 3:30 | Development | Professional | 1:40 – 2:25 | Common Planning | Small Groups (SE, ELD, or GE) | LUNCH | Math | Brain Break | Writer's Workshop | Small Groups (SE, ELD, or GE) | Reader's Workshop | Morning Meeting | Friday |

Troy School District

Elementary Virtual Schedule



Second Grade - Weekly

| 3:10 - 3:30 | 2:40 - 3:10 | 2:10 - 2:40 | 1:40 - 2:10 | | 12:00 - 12:40 | 11:20 - 12:00 | 10:15 - 11:20 | 9:35 - 10:15 | 9:25 - 9:35 | 8:45 - 9:25 | 8:30 - 8:45 | Time |
|---------------------------------|--------------------|-------------------------------------|----------------------------------|----------------------------------|---------------|----------------------------------|----------------------------------|------------------------------|--------------|-------------------|-----------------|-----------|
| Class 2:25 D 2:25 Special | Class C Prof | Class A Special Class B Special 1:- | | Small Groups (SE, ELD, or GE) | LUNCH | Math | Small Groups (SE, ELD, or GE) | Writer's Workshop | Brain Break | Reader's Workshop | Morning Meeting | Monday |
| 2:25 – 3:30 | Professional | 1:40 – 2:25 | Common Planning | oups or GE) | H | | oups or GE) | rkshop | eak | orkshop | eeting | ау |
| Class D Special | Class C Special | Class B Special | Class A Special | Sn (SE, | | | Sn (SE, | Write | В | Reade | Mor | 1 |
| 2:25 - 3:30 | Professional | 1:40-2:25 | Common Planning | Small Groups (SE, ELD, or GE) | LUNCH | Math | Small Groups (SE, ELD, or GE) | Writer's Workshop | Brain Break | Reader's Workshop | Morning Meeting | Tuesday |
| Class D Special | Class C Special | Class B Special | Class A Special | Sn (SE, | | | Sn (SE, | Scie | В | Read | Mor | W |
| 2:25 – 3:30 | Professional | 1:40 - 2:25 | Common Planning | Small Groups (SE, ELD, or GE) | LUNCH | Math | Small Groups SE, ELD, or GE) | Science or Social Studies | Brain Break | Reader's Workshop | Morning Meeting | Wednesday |
| Class D Special | Class C Special | Class B Special | Class A Special | Sm (SE, | | | Sm (SE, | Science Stu | В | Reader's | Mon | II |
| Development 2:25 – 3:30 | | | Small Groups (SE, ELD, or GE) | LUNCH | Math | Small Groups (SE, ELD, or GE) | nce or Social Studies | Brain Break | r's Workshop | Morning Meeting | Thursday | |
| Class D Special | Class C Special | Class B Special | Class A Special | Sr (SE, | | | Sr (SE, | Write | ш | Read | Mor | |
| Development 2:25 – 3:30 | Professional | Time 1:40—2:25 | Common Planning | Small Groups (SE, ELD, or GE) | LUNCH | Math | Small Groups SE, ELD, or GE) | Writer's Workshop | Brain Break | Reader's Workshop | Morning Meeting | Friday |

APPENDIX 1

Troy School District

Elementary Virtual Schedule



Third Grade - Weekly

| 3:10-3:30 | 2:40 - 3:10 | 2:10 - 2:40 | 1:40 - 2:10 | 12:40 - 1:40 | 12:00 - 12:40 | 11:20 - 12:00 | 10:15-11:20 | 9:35 - 10:15 | 9:25 - 9:35 | 8:45 - 9:25 | 8:30 - 8:45 | Time |
|--|-----------------------|-----------------------|--------------------|---------------------------------|---------------|---------------|----------------------------------|-------------------|-------------|------------------------------|-----------------|-----------|
| Class D D Special | Class C Special | Class B Special | Class A Cor | Small (SE, EL | LU | X | Small (SE, EL | Reader's | Brain | Writer's | Morning | Mo |
| Professional Development 2:25 – 3:30 | | 1:40 – 2:25 | Common Planning | Small Group (SE, ELD, or GE) | LUNCH | Math | Small Groups (SE, ELD, or GE) | Reader's Workshop | Brain Break | Writer's Workshop | Morning Meeting | Monday |
| Class D Special | Class C Special | Class B Special | Class A Special | Sı (SE, | | | Sn (SE, | Read | В | Write | Mor | |
| 2:25 – 3:30 | Professional | 1:40 - 2:25 | Common Planning | Small Group (SE, ELD, or GE) | LUNCH | Math | Small Groups (SE, ELD, or GE) | Reader's Workshop | Brain Break | Writer's Workshop | Morning Meeting | Tuesday |
| Class D Special | Class C Special | Class B Special | Class A Special | Sı (SE, | | | Sn (SE, | Read | В | Scie | Mor | W |
| Professional Development 2:25 – 3:30 | | 1:40-2:25 | Common Planning | Small Group (SE, ELD, or GE) | LUNCH | Math | Small Groups (SE, ELD, or GE) | Reader's Workshop | Brain Break | Science or Social Studies | Morning Meeting | Wednesday |
| Class D Special | Class C Special | Class B Special | Class A Special | SI (SE, | | | Sn (SE, | Reader | В | Scie | Mor | Th |
| Professional Development 2:25 – 3:30 | | 1 me $1:40 - 2:25$ | Common Planning | Small Group (SE, ELD, or GE) | LUNCH | Math | Small Groups (SE, ELD, or GE) | er's Workshop | Brain Break | Science or Social Studies | Morning Meeting | hursday |
| Class D Special | Class C Special | Class B Special | Class A Special | (SE, | | | Sn (SE, | Reade | В | Write | Mor | |
| Professional Development 2:25 - 3:30 | | 1:40 – 2:25 | Common Planning | Small Group (SE, ELD, or GE) | LUNCH | Math | Small Groups (SE, ELD, or GE) | Reader's Workshop | Brain Break | Writer's Workshop | Morning Meeting | Friday |

APPENDIX 1

Troy School District

Elementary Virtual Schedule



Fourth Grade - Weekly

| 3:10 - 3:30 | 2:40 - 3:10 | 2:10-2:40 | 1:40 - 2:10 | 12:40 - 1:40 | 12:00 - 12:40 | 11:20 - 12:00 | 11:10-11:20 | 10:30 - 11:10 | 9:50 - 10:30 | 8:45 - 9:50 | 8:30 - 8:45 | Time |
|--------------------------------|--|----------------------------------|--------------------------|----------------------------------|---------------|---------------|-------------|-----------------------|------------------------------|----------------------------------|-----------------|-----------|
| Class 2:25-3:30 D 2:25-3:30 | Class C Professional Special Development | Class 1:40 -2:25 B 1:40 -2:25 | Class A Common Planning | Small Groups (SE, ELD, or GE) | LUNCH | Math | Brain Break | Reader's Workshop | Writer's Workshop | Small Groups (SE, ELD, or GE) | Morning Meeting | Monday |
| Class D 2:25 – 3:30 Special | Class C Special | Class B 1:40 – 2:25 Special | Class A Special Commo | Small Groups (SE, ELD, or GE) | LUNCH | Math | Brain Break | p Reader's Workshop | p Writer's Workshop | Small Groups (SE, ELD, or GE) | Morning Meeting | Tuesday |
| 0 Class D 2:25 – 3:30 Special | Class C Special | 5 Class B 1:40 – 2:25 Special | Class A Special Commo | Small Groups (SE, ELD, or GE) | LUNCH | Math | Brain Break | p Reader's Workshop | Science or Social Studies | Small Groups (SE, ELD, or GE) | Morning Meeting | Wednesday |
| Class D 2.25 – 3:30 Special | Class C Special Professional | Class B 1:40 – 2:25 Special | Clas Spec | Small Groups (SE, ELD, or GE) | LUNCH | Math | Brain Break | Reader's Workshop | Science or Social Studies | Small Groups (SE, ELD, or GE) | Morning Meeting | Thursday |
| Class D 2:25 – 3:30 Special | Class C Special Professional | Class B 1:40 – 2:25 Special | Clas Spe | Small Groups (SE, ELD, or GE) | LUNCH | Math | Brain Break | Reader's Workshop | Writer's Workshop | Small Groups (SE, ELD, or GE) | Morning Meeting | Friday |

APPENDIX 1

Troy School District

Elementary Virtual Schedule



Fifth Grade - Weekly

Teachers report at 8:20 AM. Contractual workday will end at 3:30 PM.

| | 3:10 - 3:30 | 2:40 - 3:10 | 2:10 - 2:40 | 1:40 - 2:10 | 1:40 | 12:40- | 12:00 – 12:40 | 11:20 – 12:00 | 11:10 - 11:20 | 10:30 - 11:10 | 9:50 – 10:30 | | 8:45 - 9:50 | 8:30 - 8:45 | Time |
|----------|-------------------------|--------------------|----------------------------|----------------------------|-------------------------|-------------------------|------------------|-------------------------|------------------|---------------------------|-----------------|-------------------------|-------------------------|-----------------|----------------|
| | Class D Special | Class C Special | Class B Special/IM 6 | Class A Special/IM 5 | (SE, ELD, or GE) | Small | LUNCH | Reader | Brai | Writer': | | (SE, ELĎ, or GE) | Small Groups | Morni | M |
| | Development 2:25 – 3:30 | Professional | 1:40 – 2:25 | Common Planning Time | Instrumental Music 4 | Instrumental Music 3 | | Reader's Workshop | Brain Break | Writer's Workshop | Math | Instrumental Music 2 | Instrumental Music 1 | Morning Meeting | Monday |
| | Class D Special | Class C Special | Class B Special | Class A Special (| (SE, ELD, or GE) | Small | LUNCH | Reader | Bra | Writer | | (SE, ELD, or GE) | Small | Morni | T ₁ |
| | Development 2:25 – 3:30 | Professional | 1:40 - 2:25 | Common Planning | Instrumental Music 4 | Instrumental Music 3 | | Reader's Workshop | Brain Break | Writer's Workshop | Math | Instrumental Music 2 | Instrumental Music 1 | Morning Meeting | Tuesday |
| Openius. | Class D Special | Class C Special | Class B Special | Class A Special | (SE, ELD, or GE) | Small | LUNCH | Reader | Bra | Scien | | (SE, ELD, or GE) | Small | Morn | We |
| | Development 2:25 – 3:30 | Professional | 1:40 – 2:25 | Common Planning | Instrumental Music 4 | Instrumental Music 3 | | Reader's Workshop | Brain Break | Science of Social Studies | Math | Instrumental Music 2 | Instrumental Music 1 | Morning Meeting | Wednesday |
| obootat | Class D Special | Class C Special | Class B Special | Class A Special | (SE, ELD, or GE) | Small | LUNCH | Reader | Bre | Scien | | (SE, ELD, or GE) | Small | Morni | Th |
| | Development 2:25 – 3:30 | Professional | 1:40 – 2:25 | Common Planning | Instrumental Music 4 | Instrumental Music 3 | | 's Workshop | Brain Break | Science or Social Studies | Math | Instrumental Music 2 | Instrumental Music 1 | Morning Meeting | ursday |
| obecitat | Class D Cracial | Class C Special | Class B Special | Class A Special | (SE, ELD, or GE) | Small | LUNCH | Reader | Bra | Writer | | (SE, ELD, or GE) | Small | Morni | F |
| | Development 2:25 – 3:30 | Professional | 1:40 – 2:25 | Common Planning | In | Instrumental Music 3 | | Reader's Workshop | Brain Break | Writer's Workshop | Math | Instrumental Music 2 | Instrumental Music 1 | Morning Meeting | Friday |

APPENDIX 2

TEACHER VIEW of Secondary Virtual Schedule

| A day | B day |
|--|--|
| Hours 1-3 | Hours 4-6 |
| Teacher Report: 7:50-8:00 | Teacher Report: 7:50-8:00 |
| 8:00-9:35 | 8:00-9:35 |
| 1 st hour | 4 th hour |
| (95 minute block) | (95 minute block) |
| Break/Prep | Break/Prep |
| 25 min | 25 min |
| 10:00-11:35 | 10:00-11:35 |
| 2 nd hour | 5 th hour |
| (95 minute block) | (95 minute block) |
| Break/Lunch | Break/Lunch |
| 25 min | 25 min |
| 12:00-1:35 | 12:00-1:35 |
| 3 rd hour | 6 th hour |
| (95 minute block) | (95 minute block) |
| 1:35-2:20 | 1:35-2:20 |
| (45 min) | (45 min) |
| Student support, Small Groups, | Student support, Small Groups, |
| Intervention | Intervention |
| 2:20-3:00 | 2:20-3:00 |
| (40 min) | (40 min) |
| Teacher team collaboration and professional learning | Teacher team collaboration and professional learning |

APPENDIX 2 STUDENT VIEW of Schedule

| A day | B day | A day | B day | A day |
|----------------------|----------------------|----------------------|----------------------|----------------------|
| Hours 1-3 | Hours 4-6 | Hours 1-3 | Hours 4-6 | Hours 1-3 |
| 8:00-9:35 | 8:00-9:35 | 8:00-9:35 | 8:00-9:35 | 8:00-9:35 |
| 1 st hour | 4 th hour | 1 st hour | 4 th hour | 1 st hour |
| (95 minute block) |
| Break/Prep | Break/Prep | Break/Prep | Break/Prep | Break/Prep |
| 25 min |
| 10:00-11:35 | 10:00-11:35 | 10:00-11:35 | 10:00-11:35 | 10:00-11:35 |
| 2 nd hour | 5 th hour | 2 nd hour | 5 th hour | 2 nd hour |
| (95 minute block) |
| Break/Lunch | Break/Lunch | Break/Lunch | Break/Lunch | Break/Lunch |
| 25 min |
| 12:00-1:35 | 12:00-1:35 | 12:00-1:35 | 12:00-1:35 | 12:00-1:35 |
| 3 rd hour | 6 th hour | 3 rd hour | 6 th hour | 3 rd hour |
| (95 minute block) |
| 1:35-2:20 | 1:35-2:20 | 1:35-2:20 | 1:35-2:20 | 1:35-2:20 |
| (45 min) |
| Student support |
| Small Groups |
| Intervention | Intervention | Intervention | Intervention | Intervention |

APPENDIX 2

1st Day Half Day (ALL CLASSES 1-6):

| 1 st Hour | 8:00-8:25 |
|----------------------|---------------|
| 2 nd Hour | 8:35-9:00 |
| 3 rd Hour | 9:10-9:35 |
| 4 th Hour | 9:45-10:10 |
| 5 th Hour | 10:20 - 10:45 |
| 6 th Hour | 10:55-11:20 |

Half Day A Day (Classes 1-3)

| 1 st Hour | 8:00-9:00 |
|----------------------|-------------|
| 2 nd Hour | 9:10-10:10 |
| 3 rd Hour | 10:20-11:20 |

Half Day B Day (Classes 4-6)

| 4 th Hour | 8:00-9:00 |
|----------------------|-------------|
| 5 th Hour | 9:10-10:10 |
| 6 th Hour | 10:20-11:20 |

Count Day ALL Day (Full day all classes 1-6)

| 1 st Hour | 8:00-8:45 | | | | | | |
|----------------------|---------------|--|--|--|--|--|--|
| 2 nd Hour | 8:55-9:40 | | | | | | |
| BREAK 15 MIN | | | | | | | |
| 3 rd Hour | 9:55-10-40 | | | | | | |
| 4 th Hour | 10:50-11:35 | | | | | | |
| LUNCH 30 MIN | | | | | | | |
| 5 th Hour | 12:05 – 12:50 | | | | | | |
| 6 th Hour | 1:00-1:45 | | | | | | |
| Professional | 1:55-3:00 | | | | | | |
| Learning & | | | | | | | |
| Teacher | | | | | | | |
| Collaboration | | | | | | | |

Considerations for Schoology K-12

CONSISTENT SCHOOLOGY ITEMS

- ► A "Course Resources" folder for syllabus or other resources that are used all year
- Chronological Unit Folders (newest at the top)
- ► Use UPDATES to contact the entire class when needed (messages/emails are for individual students or small groups)
- ► Always use the CALENDAR for events, ASSIGNMENTS, Zoom have due dates, etc.
- ASSIGNMENTS any item that's graded needs a due date and should have all

resources for that assignment linked to it (Secondary)

- Submissions should be turned off if they are not used (Secondary)
- --Zoom integrated into Schoology

LETTER OF AGREEMENT between TROY EDUCATION ASSOCIATION and the TROY SCHOOL DISTRICT

RE: In-Person Instruction

Due to the COVID-19 pandemic, the parties agree to the following adjustments to the 2020-2021 Collective Bargaining Agreement to address the changes in working conditions. The parties agree that the following revisions to the CBA are for the 2020-2021 school year, and that the provisions will expire on June 17, 2021. Should the State of Michigan be placed into Phase III or lower, the parties agree that the provisions of the Virtual Learning Letter of Agreement will take effect. The parties further agree that should the State of Michigan be placed into Phase V or higher, the terms of the current collective bargaining agreement will be followed. The parties further agree to meet as needed to adjust this LOA to address any modifications necessary to implement the TSD special education phase into live instruction plan.

In-Person Instructional Plan (Hybrid)

- 1. The TSD Board of Education has directed the District to engage in virtual learning for the first five (5) weeks of the 2020-2021 school year, all classes have been operating virtually.
- 2. The MI Safe Schools: Michigan's 2020-21 Return to School Roadmap designates "phases" for the current conditions of precaution necessary to return to live instruction in school buildings.
- 3. Currently, the State of Michigan is in Phase IV which allows districts to choose whether to have virtual, face-to-face live instruction, or a combination of the two for a hybrid plan.
- 4. The District has developed a plan to transition into a hybrid instructional model. The phase-in plan is detailed below.
- 5. A portion of the District's student population will remain virtual learners per parent requests.
- 6. Designated 100% virtual learners will remain virtual for an initial four-week (4 week) commitment. Teachers will receive a one-week (1 week) notice of a student changing from 100% virtual instruction to the hybrid instructional model.
- 7. All teachers will be phased into an instructional plan that is a combination of virtual and live instruction (hybrid) according to the hybrid phase-in schedule.
- 8. Teachers will report to their buildings as of September 21, 2020.
- 9. Students will report to their buildings on a staggered schedule according to the hybrid plan.
- 10. The hybrid plan will be phased in by the District as follows:
 - a. Early-On Services will be the first group to begin hybrid instruction no earlier than September 14, 2020.
 - b. All staff will return to their buildings no earlier than September 21, 2020
 - c. Early Childhood Special Education (ECP) will begin hybrid instruction with 50% of students in-person no earlier than September 21, 2020.
 - d. Early Childhood Special Education (ECP) will begin hybrid instruction with 100% of students in-person no earlier than September 28, 2020.
 - e. K-12 Autism Spectrum Disorder (ASD) will begin hybrid instruction with 50% of students in-person no earlier than September 21, 2020.
 - f. K-12 Autism Spectrum Disorder (ASD) will begin hybrid instruction with 100% of students in-person no earlier than September 28, 2020.
 - g. K-12 Cognitive Impairment (CI) will begin hybrid instruction with 50% of students in-person no earlier than September 21, 2020.

- h. K-12 Cognitive Impairment (CI) will begin hybrid instruction with 100% of students in-person no earlier than September 28, 2020.
- i. K-8 Emotional Impairment (EI) will begin hybrid instruction with 50% of students in-person no earlier than September 21, 2020.
- j. K-8 Emotional Impairment (EI) will begin hybrid instruction with 100% of students in-person no earlier than September 28, 2020.
- k. Level IV Classrooms will begin hybrid instruction with 50% of students in-person no earlier than September 21, 2020.
- 1. Level IV Classrooms will begin hybrid instruction with 100% of students in-person no earlier than September 28, 2020.
- m. K-12 Resource Room will remain in the District virtual instructional plan unless the CLP developed for a child requires in-person instruction.
- n. Ancillary staff will begin to support students in-person no earlier than September 14, 2020.
- o. Kindergarten and first grade (K-1) will begin hybrid instruction with 100% of students in-person no earlier than October 5, 2020.
- p. Grades two and three (2nd and 3rd) will begin hybrid no earlier than Oct. 12, 2020.
- q. Grades six and nine (6th and 9th) will begin hybrid instruction with designated A/B student cohorts in-person no earlier than October 12, 2020.
- r. Grades four and five (4th through 5th) will begin hybrid instruction with 100% students in-person no earlier than October 19, 2020.
- s. Grades seven and eight (7th and 8th) will begin hybrid instruction with designated A/B student cohorts inperson no earlier than October 19, 2020.
- t. Grades ten through twelve (10th through 12th) will begin hybrid instruction with designated A/B student cohorts in-person no earlier than October 19, 2020.

Hybrid Model

- 1. The students attending secondary buildings will be divided into cohorts.
- 2. The District will divide the teacher's class using the students last names A-K and L-Z to support appropriate distancing and safety.
- 3. The District will review actual cohort sizes to identify any significant disparity in numbers.
- 4. The District will adjust rosters to alleviate significant disparities with cohort numbers when possible, without causing significant disruptions to the master schedule.
- 5. Student cohort Group A will meet for live face-to-face instruction on Monday and Tuesday.
- 6. Student cohort Group B will meet for live face-to-face instruction on Thursday and Friday.
- 7. Wednesdays will be a virtual only day for all secondary students during cohort hybrid.
- 8. Teachers will be teaching to all students on their roster including virtual students daily.
- 9. Teachers will record the instructional or demonstrative portions of their lesson through Zoom.

Teacher Workday Schedule (Article 12 and Article 14)

- 1. The elementary and secondary weekly work schedules are attached (Appendix 1 and Appendix 2).
- 2. Teachers will follow the schedules as adopted in this LOA.
- 3. Teachers will not be required to add instructional sessions beyond those found in the attached schedules.
- 4. The 2020-2021 adopted school calendar will be followed.

Work Location/Safety Procedures (Article 9)

- 1. TSD COVID-19 safety protocols will be followed.
- 2. All students and staff will wear face masks. There will be no in-building mask breaks.
- 3. A student who is unable or unwilling to wear a face mask will be offered virtual instruction.
- 4. Face masks (unless a teacher provides their own approved face mask), gloves, hand sanitizer, soap, and disinfectants will be provided by the District.

- 5. Teachers will be offered Rolling Mobile TeamShield and/or a Portable Tri-Fold TeamShield acrylic shields to be used in the classroom.
- 6. Teachers will inform their building administrator via email if PPE supplies are low and need replacement.
- 7. If social distancing is not possible to maintain in a teacher's assigned classroom/office, the teacher will work with their building administration to find an alternate location.
- 8. Social distancing guidelines will be followed, whenever possible.
- 9. Teachers are not required to clean/sanitize their rooms.
- 10. The District will sanitize/disinfect all classrooms and common areas where students and/or staff have been in attendance.
- 11. Teachers will not be expected to monitor student lunch period.
- 12. Student lunch will not occur in the classroom.
- 13. Students will not be allowed to eat snacks in the classrooms. Students will be allowed to eat snacks outside during recess or in designated lunch areas.
- 14. Teachers and students will complete the daily COVID-19 screener adopted by the District.
- 15. Building safety drills (fire, tornado, shelter in place, evacuation) will be reviewed and recommendations will be developed by the District Safety Committee.
- 16. Teachers will be afforded restroom breaks during instructional periods. If a teacher requires a break, they will contact the main office. The District will provide coverage for the class.

Elementary Recess

- 1. Due to the Oakland County Health Department guidelines, teachers at the elementary level will be responsible to supervise their own class's recess.
- 2. Students will be allowed to not wear face masks during outdoor recess.
- 3. The District will provide each student with a breakaway lanyard. During recess, students will be required to have their mask attached to their lanyard.
- 4. Students will not be permitted to remove their masks prior to exiting the building for recess. Students will be required to put on their masks prior to entering the building from recess.
- 5. Teachers are not required to collect, store, and redistribute face masks.
- 6. Students will wear face masks during any in building recess times.

Meetings (Article 12)

- 1. Individual Education Plan (IEP)/504 meetings will be held virtually.
- 2. Professional Development (PD) will be held virtually.
- 3. Professional meetings, including but not limited to, Multi-Tiered Student Support (MTSS) meetings will be held virtually.
- 4. All building meetings, such as staff meetings and collaboration meetings, will be held virtually (Article 12.14).
- 5. Open House/Curriculum Night events will be held virtually.
- 6. After school events will be held virtually.
- 7. Parent-teacher conferences will be held virtually with staff participating from their buildings.

Absences (Article 6.3)

- 1. Teachers who are not able to work on a scheduled workday will notify the District on Frontline.
- 2. Teachers will upload their lesson plans onto Schoology.
- 3. If Schoology is not accessible, lesson plans may be emailed to the building principal or main office secretary.
- 4. Half day absences will follow the same process.
- 5. Should a teacher feel ill, or contract COVID-19 they will notify their building principal.
- 6. Should the teacher have a confirmed COVID-19 diagnosis, the District will follow the current Oakland County Health Department guidelines. (Appendix 3)

COVID-19 Contraction/Cases (Article 18.7)

- 1. Should the District be notified of a student, staff, or a family member of a student or staff member contracts COVID-19 and has a confirmed diagnosis, the District will follow the guidance provided by the Oakland County Health Department.
- 2. The District agrees to follow all county and state guidelines for notification of positive COVID-19 cases to the appropriate agencies.
- 3. Notification of a positive COVID-19 case will be provided to all teachers in the building where the case occurs.
- 4. If a student has contracted COVID-19 and has family members in the District at other buildings, the District will notify the teachers at those buildings of the positive COVID-19 case.
- 5. Teachers may opt to self-quarantine for up to fourteen (14) days in buildings that have a confirmed COVID-19 case. Buildings that have students or staff members who reside with the confirmed COVID-19 student or staff member may opt to self-quarantine for up to fourteen (14) days utilizing their leave days. If using leave days, the District will provide a substitute teacher to instruct students during this self-imposed quarantine.
- 6. Teachers who are instructed by the Oakland County Health Department to self-quarantine, and who are not ill, will be expected to continue instructing their class(es) virtually.
- 7. A substitute teacher will be provided to monitor the students and to assist the teacher's instruction while the teacher is self-quarantining and instructing virtually if the teacher is not using leave days for the self-quarantining.
- 8. Teachers who are ill will call-in following the absence reporting process enumerated in this LOA.
- 9. After the fourteen (14) day quarantine has expired, and the student or staff member is well, they will return to the District hybrid model.
- 10. A teacher, who has contracted COVID-19, or been instructed to quarantine while teaching in a hybrid model, will not be required to use their accumulated leave days to cover the quarantine and/or the recuperation from the disease. (Article 18.7)

Classroom Set-up (Article 6)

- 1. The set-up of rooms will entail:
 - a. provide basic classroom setup (hanging visuals, testing technology, and general preparation).
 - b. organize materials for student distribution
- 2. Classroom desks, chairs, and tables are not to be moved by teachers to ensure safe distancing. The District will provide the appropriate spacing between student desks and tables as recommended by current health guidelines.

Student Assessments

- 1. The SAT will be administered to 12^{th} grade students on October 14, 2020.
- 2. The PSAT will be administered to 11th grade students on October 29, 2020.
- 3. High school teachers will construct an asynchronous assignment for each of their classes for students who are not testing on the above dates.
- 4. All High school teachers will report to their respective buildings on October 14th and 29th for the purpose of proctoring the SAT and PSAT.

Inclusionary Practices

- 1. Seating consideration will be given to inclusionary students to ensure appropriate distancing, safety, and convenience for support teachers/staff.
- 2. Upon request, additional PPE, such as, but not limited to, face-shields, plexiglass barriers, etc. will be made available to teachers with inclusionary students.
- 3. Inclusionary students will be required to wear masks.
- 4. If a student fails to comply with the mask requirement, the following interventions may be initiated:
 - a. Redirection
 - b. Modeling
 - c. Additional practice with mask requirement at an alternate location

Elementary Specials Teachers

- 1. Specials teachers will instruct Kindergarten through second grade for in-person instruction for a period of forty-minutes (40) per grade level.
- 2. The forty-minute (40) block will be broken into twenty-minute (20) segments. During the first segment the specials teacher will instruct the in-seat students. The classroom teacher will instruct the virtual students. Then during the next twenty-minute (20) segment they will switch groups.
- 3. Specials teachers' schedules will consist of a four-week rotation of classes within a grade level. For example, a physical education teacher will instruct one of the three first grade classrooms for a four-week period. After the four-week period the physical education teacher will instruct the next first grade classroom for a four-week period.
- 4. Specials teachers will be required to create asynchronous videos for grades 3 through 5.
- 5. Specials teachers will produce one video per grade level per week.
- 6. Specials teachers will support the arrival and dismissal of students following the student arrival and student dismissal windows. This duty may not extend the workday.

Teacher Evaluation

- 1. The parties agree to reconvene the Troy Educator Assessment Model (TEAM) to examine the teacher evaluation processes during the virtual and hybrid plan.
- 2. TEAM will look at the observation processes for a virtual and hybrid observation.
- 3. TEAM will review the timelines based on the virtual setting.

Technology (Article 11.11)

SIGNATURES

- 1. The District will offer professional learning for the usage of this equipment and provide technology support throughout the school year.
- 2. The District will provide software training on Zoom virtual meeting applications and Schoology.
 - a. The parties agree to a minimum expectation for the usage of Schoology as (Appendix 4).
 - b. Teachers will record the instructional portion of each group lesson. These instructional recordings will be housed on Schoology.
 - c. The instructional recordings are proprietary property of the District and may not be used for instruction beyond the 2020-2021 school year.
 - d. The District will establish clear administrative procedures regarding any usage of the instructional recordings by students, parents, and staff.

All other provisions of the current collective bargaining agreement will remain in effect. Should an unforeseen issue arise not covered by this LOA, the parties agree to maintain current contract language until the parties have an opportunity to meet to discuss the issue, and if possible, remediate the concerns (Article 25.6).

This Letter of Agreement shall remain in effect until June 17, 2021 and is limited to the specific circumstances included herein and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

| TROY SCHOOL DISTRICT | TROY EDUCATION ASSOCIATION |
|----------------------|----------------------------|
| By: | Ton Such |
| Date: 9-25-2020 | Date: 9-25-2020 |
| | |



EARLY SCHOOLS - STAFF HYBRID/TRANSITON SCHEDULE PD = ONE DAY PER WEEK AFTER SCHOOL (TUESDAYS) / PREP = FOUR DAYS PER WEEK AFTER SCHOOL

2020-2021

| | 8:15 | TEACHER REPORT (15 MINUTE SET UP) | 8 | TEACHER REPORT (15 MINUTE SET UP) |
|----------------|---------------|--|----------------|--|
| 8:30 | 8:30 - 8:40 | IN SEAT STUDENT ARRIVAL WINDOW | 8:30 - 8:40 | IN SEAT STUDENT ARRIVAL WINDOW |
| 8:4 | 8:40 - 8:55 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | 8:40 - 8:55 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) |
| 8.55 | 8.55 - 12:30 | CORE LEARNING, SMALL GROUP, AND SPECIAL | G 8:55 - 12:45 | CORE LEARNING, SMALL GROUP, AND SPECIAL |
| 123 | 12:30 - 1:10 | LUNCH AND RECESS | D 12:45 - 1:25 | LUNCH AND RECESS |
| 玄 | 1:10 - 2:20 | SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) | IR 1:25 - 2:20 | SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) |
| 2:2 | 2:20 - 2:29 | DISMISSAL | 2:20 - 2:29 | - |
| 2:2 | 2:29 - 3:25 | TEACHER PREP OR PD (TUESDAYS) | 2:29 - 3:25 | TEACHER PREP OR PD (TUESDAYS) |
| - Constitution | 8:15 | TEACHER REPORT (15 MINUTE SET UP) | 8:15 | TEACHER REPORT (15 MINUTE SET UP) |
| 8:30 | 8:30 - 8:40 | IN SEAT STUDENT ARRIVAL WINDOW | 8:30 - 8:40 | IN SEAT STUDENT ARRIVAL WINDOW |
| 8:4 | 8.40 - 8.55 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | 8.40 - 8.55 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) |
| 8.55 | 8:55 - 12:00 | CORE LEARNING, SMALL GROUP, AND SPECIAL | | CORE LEARNING, SMALL GROUP, AND SPECIAL |
| 12:00 | 2:00 - 12:40 | LUNCH AND RECESS | 12:15 - 12:55 | LUNCH AND RECESS |
| 12.4 | 12:40 - 1:20 | CORE LEARNING | 7 12:55 - 1:25 | CORE LEARNING |
| 12 | 1:20 - 2:20 | SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) | D 1:25 - 2:20 | SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) |
| 2:2 | 2:20 - 2:29 | DISMISSAL | 2:20 - 2:29 | |
| 2:2 | 2:29 - 3:25 | TEACHER PREP OR PD (TUESDAYS) | 2:29 - 3:25 | TEACHER PREP OR PD (TUESDAYS) |
| - | 8:15 | TEACHER REPORT (15 MINUTE SET UP) | 8:15 | TEACHER REPORT (15 MINUTE SET UP) |
| 83 | 8:30 - 8:40 | IN SEAT STUDENT ARRIVAL WINDOW | ш 8:30 - 8:40 | IN SEAT STUDENT ARRIVAL WINDOW |
| 8.4 | 8:40 - 8:55 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | AD 8:40 - 8:55 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) |
| 8:5 | 8:55 - 11:30 | CORE LEARNING, SMALL GROUP, AND SPECIAL | | CORE LEARNING, SMALL GROUP, AND SPECIAL |
| 11:30 | 11:30 - 12:10 | LUNCH AND RECESS | | LUNCH AND RECESS |
| 12.1 | 12:10 - 1:20 | CORE LEARNING | 12:25 - 1:25 | CORE LEARNING |
| 1:2 | 1:20 - 2:20 | SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) | 125 - 220 | SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) |
| 22 | 2:20 - 2:29 | DISMISSAL | | |
| 22 | 2:29 - 3:25 | TEACHER PREP OR PD (TUESDAYS) | 2:29 - 3:25 | TEACHER PREP OR PD (TUESDAYS) |



LATE SCHOOLS - STAFF HYBRID/TRANSITON SCHEDULE PD = ONE DAY PER WEEK BEFORE SCHOOL (THURSDAYS) / PREP = FOUR DAYS PER WEEK BEFORE SCHOOL

2020-2021

| 2:50 - 3:00 DISMISSAL | 1 | 12:25 - 1:50 | 11:45 - 12:25 | 9:35 - 11:45 | © 9:20 - 9:35 MORNI | 9:10 - 9:20 | 8:55 | 7:59-8:55 | 2:50 - 3:00 DISMIS | 1:50 - 2:50 | 12:55 - 1:50 | ัก 12:15 - 12:55 LUNCH | 9:35 - 12:15 | 9:20 - 9:35 | 9:10 - 9:20 | 8:55 | 7:59-8:55 TEACH | 2:50 - 3:00 | 1:50 - 2:50 SMALL | 1:25 - 1:50 | 12:45 - 1:25 | 9:35 - 12:45 | 9:20 - 9:35 | 9:10 - 9:20 | 8:55 | 1:07 0:00 |
|---|--|-----------------|---------------------|--|---|--------------------------------|-------------------------------------|----------------------------------|---|--|---------------|------------------------|---|---|----------------------------------|-------------------------------------|----------------------------------|---|--|---------------|------------------|---|---|--------------------------------|--------------------------------------|--|
| SAL (3:10 - END OF TEACHER WORKDAY) | SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) | CORE LEARNING | LUNCH AND RECESS | CORE LEARNING, SMALL GROUP, AND SPECIAL | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | IN SEAT STUDENT ARRIVAL WINDOW | TEACHER REPORT (15 MINUTE SET UP) | TEACHER PREP OR PD (THURSDAYS) | DISMISSAL (3:10 - END OF TEACHER WORKDAY) | WALL GROUP OR INDEPENDENT WORK | CORE LEARNING | LUNCH AND RECESS | CORE LEARNING, SMALL GROUP, AND SPECIAL | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | IN SEAT STUDENT ARRIVAL WINDOW | TEACHER REPORT (15 MINUTE SET UP) | TEACHER PREP OR PD (THURSDAYS) | DISMISSAL (3:10 - END OF TEACHER WORKDAY) | SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) | CORE LEARNING | LUNCH AND RECESS | CORE LEARNING, SMALL GROUP, AND SPECIAL | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | IN SEAT STUDENT ARRIVAL WINDOW | TEACHER REPORT (15 MINUTE SET UP) | וראליונא יאני לא ידי (יווטאטעאיט) |
| 2:50 - 3:0 | 1:50 - 2:5 | 12:40 - 1:50 | 12:00 - 12:4 | 9:35 - 12:0 | 9:20 - 9:35 | 9:10 - 9:20 | EE 8:55 | 7:59-8:55 | 2:50 - 3:00 | 1:50 - 2:50 | 1:10 - 1:50 | 12:30 - 1:10 | 9:35 - 12:30 | 9:20 - 9:35 | 9:10 - 9:20 | 8:55 | 7:59-8:55 | 2:50 - 3:00 | 1:40 - 2:50 | 1:00 - 1:40 | 9:35 - 1:00 | 9:20 - 9:35 | 7.70 | 0.40 - 0.50 | 80 | /:07 - 01 |
| 0 DISMISSAL (3:10 - END OF TEACHER WORKDAY) | O SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) | 0 CORE LEARNING | 10 LUNCH AND RECESS |)0 CORE LEARNING, SMALL GROUP, AND SPECIAL | 5 MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | IN SEAT STUDENT ARRIVAL WINDOW | 5 TEACHER REPORT (15 MINUTE SET UP) | 5 TEACHER PREP OR PD (THURSDAYS) | 0 DISMISSAL (3:10 - END OF TEACHER WORKDAY) | O (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) | - | 0 LUNCH AND RECESS | O CORE LEARNING, SMALL GROUP, AND SPECIAL | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | 0 IN SEAT STUDENT ARRIVAL WINDOW | 5 TEACHER REPORT (15 MINUTE SET UP) | 5 TEACHER PREP OR PD (THURSDAYS) | 0 DISMISSAL (3:10 - END OF TEACHER WORKDAY) | (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) | | 1 | | 1 | | 55 TEACHER REPORT (15 MINUTE SET UP) | יייייייייייייייייייייייייייייייייייייי |

Appendix #2

HYBRID 50% students RETURN

Early MS Schedule - BOULAN PARK & LARSON

| Monday | Tuesday | Wednesday | Thursday | Friday | | |
|--|---|--|---|---|--|--|
| A day (hours 1-3) | B day (hours 4-6) | A day (hours 1-3)/B day (hours 4-6) rotation | B day (hours 4-6) | A day (hours 1-3) | | |
| Students A-K last name IN PERSON Attendance Students last names L-Z VIRTUAL Attendance | Students A-K last name IN PERSON Attendance Students last names L-Z VIRTUAL Attendance | ALL STUDENTS VIRTUAL Attendance | Students L-Z last name IN PERSON Attendance Students last names A-K VIRTUAL Attendance | Students L-Z last name IN PERSON Attendance Students last names A-L VIRTUAL Attendance | | |
| Teachers Report 7:30 | Teachers Report 7:30 | | Teachers Report 7:30 | Teachers Report 7:30 | | |
| 1st hour (90) 7:55-9:25 | 4 th hour (90) 7:55-9:25 | 1st hour (90) 7:55-9:25 | 4 th hour (90) 7:55-9:25 | 1st hour (90) 7:55-9:25 | | |
| Passing time (10) | Passing time (10) | Break (10) | Passing time (10) | Passing time (10) | | |
| 2 nd hour (90) 9:35 – 11:05 | | | 5 th hour (90) 9:35 – 11:05 | 2 nd hour (90) 9:35 – 11:05 | | |
| Passing time (10) | Passing time (10) | Lunch (40) 11:05-11:45 | Passing time (10) | Passing time (10) | | |
| 3 rd hour (90) & lunch (30) 11:15-1:15 | 6 th hour (90) & lunch (30) 11:15-1:15 | 3 rd hour (90) 11:45-1:15 | 6 th hour (90) & lunch (30) 11:15-1:15 | 3 rd hour (90) & lunch (30) 11:15-1:15 | | |
| 3 rd hour Dismissal (10) 1:15-1:25 | 6 th hour Dismissal (10) 1:15-1:25 | | 6 th hour Dismissal (10) 1:15-1:25 | 3 rd hour Dismissal (10) 1:15-1:25 | | |
| Busses Run at 1:25 | Busses Run at 1:25 | | Busses Run at 1:25 | Busses Run at 1:25 | | |
| Student support (45) Student support (50) VIRTUAL 1:25 - 2:15 | | Teacher team collaboration and professional learning | Student support (45) VIRTUAL 1:25 – 2:10 | Student support (50) VIRTUAL 1:25 – 2:15 | | |
| Teacher team collaboration and professional learning 2:10-2:40 | Teacher planning (25) 2:15-2:40 | 1:25 - 2:40 | Teacher team collaboration and professional learning 2:10-2:40 | Teacher planning (25) 2:15-2:40 | | |

HYBRID 50% students RETURN

Late MS Schedule - BAKER & SMITH

| Monday | Tuesday | Wednesday | Thursday | Friday | | | |
|---|--|--|---|---|--|--|--|
| A day (hours 1-3) | B day (hours 4-6) | A day (hours 1-3) | B day (hours 4-6) | A day (hours 1-3) | | | |
| Students A-K last name IN PERSON Attendance Students last names L-Z VIRTUAL Attendance | Students A-K last name IN PERSON Attendance Students last names L-Z VIRTUAL Attendance | ALL STUDENTS VIRTUAL Attendance | Students L-Z last name IN PERSON Attendance Students last names A-K VIRTUAL Attendance | Students L-Z last name IN PERSON Attendance Students last names A-K VIRTUAL Attendance | | | |
| Teachers Report 7:55 am | Teachers Report 7:55 am | | Teachers Report 7:55 am | Teachers Report 7:55 am | | | |
| 1 st hour (90) 8:20-9:50 | 4 th hour (90) 8:20-9:50 | 1 st hour (90) 8:20-9:50 | 4 th hour (90) 8:20-9:50 | 1 st hour (90) 8:20-9:50 | | | |
| Passing time (10) | Passing time (10) | Passing time (10) | Passing time (10) | Passing time (10) | | | |
| 2 nd hour (90) & lunch (30) 10:00 – 12:00 | 5 th hour (90) & lunch (30) 10:00 – 12:00 | 2 nd hour (90) 10:00 – 11:30 | 5 th hour (90) & lunch (30) 10:00 – 12:00 | 2 nd hour (90) & lunch (30) 10:00 – 12:00 | | | |
| Passing time (10) | Passing time (10) | Lunch (40) 11:30-12:10 | Passing time (10) | Passing time (10) | | | |
| 3 rd hour (90) 12:10-1:40 | 6 th hour (90) 12:10-1:40 | 3 rd hour (90) 12:10-1:40 | 6 th hour (90) 12:10-1:40 | 3 rd hour (90) 12:10-1:40 | | | |
| 3 rd hour Dismissal (10) 1:40-1:50 | 6 th hour Dismissal (10) 1:40-1:50 | | 6 th hour Dismissal (10) 1:40-1:50 | 3 rd hour Dismissal (10) 1:40-1:50 | | | |
| Busses Run at 1:50 | Busses Run at 1:50 | | Busses Run at 1:50 | Busses Run at 1:50 | | | |
| Student support (45) VIRTUAL 1:50 – 2:35 | Student support (50) VIRTUAL 1:50 – 2:40 | Teacher team collaboration and professional learning | Student support (45) VIRTUAL 1:50 – 2:35 | Student support (50) VIRTUAL 1:50 – 2:40 | | | |
| Teacher team collaboration and professional learning (30) 2:35-3:05 | Teacher planning (25) 2:40-3:05 | (40) 1:50-3:05 | Teacher team collaboration and professional learning (30) 2:35-3:05 | Teacher planning (25) 2:40-3:05 | | | |

HYBRID 50% students RETURN

HS Schedule

| Monday | Tuesday | Wednesday | Thursday | Friday |
|--|---|--|--|---|
| A day (hours 1-3) | B day (hours 4-6) | A day (hours 1-3) | B day (hours 4-6) | A day (hours 1-3) |
| Students A-K last name IN PERSON Attendance Students last names | Students A-K last name IN PERSON Attendance | ALL STUDENTS VIRTUAL Attendance | Students L-Z last name IN PERSON Attendance | Students L-Z last name IN PERSON Attendance |
| L-Z VIRTUAL Attendance | L-Z VIRTUAL Attendance | | A-K VIRTUAL Attendance | A-K VIRTUAL Attendance |
| Teachers Report | Teachers Report | | Teachers Report | Teachers Report |
| 7:00 am | 7:00 am | | 7:00 am | 7:00 am |
| 1 st hour (90) | 4 th hour (90) | 1st hour (90) | 4 th hour (90) | 1 st hour (90) |
| 7:20-8:50 | 7:20-8:50 | 7:20-8:50 | 7:20-8:50 | 7:20-8:50 |
| Passing time (10) | Passing time (10) | Passing time (10) | Passing time (10) | Passing time (10) |
| 2 nd hour (90) | 5 th hour (90) | 2 nd hour (90) | 5 th hour (90) | 2 nd hour (90) |
| 9:00-10:30 | 9:00-10:30 | 9:00-10:30 | 9:00-10:30 | 9:00-10:30 |
| Passing time (10) | Passing time (10) | Passing time (10) | Passing time (10) | Passing time (10) |
| 3 rd hour (90) | 6 th (90) | 3 rd hour (90) | 6 th (90) | 3 rd hour (90) |
| 10:40-12:10 | 10:40-12:10 | 10:40-12:10 | 10:40-12:10 | 10:40-12:10 |
| 3 rd hour dismissal | 6 th hour dismissal | | 3 rd hour dismissal | 6 th hour dismissal |
| (10) | (10) | | (10) | (10) |
| 12:10-12:20 | 12:10-12:20 | | 12:10-12:20 | 12:10-12:20 |
| Lunch: Grab to go | Lunch: Grab to go | | Lunch: Grab to go | Lunch: Grab to go |
| Busses Run at 12:25 | Busses Run at 12:25 | | Busses Run at 12:25 | Busses Run at 12:25 |
| Teacher Duty Free | Teacher Duty Free | Teacher Duty Free | Teacher Duty Free lunch 12:10-12:50 | Teacher Duty Free |
| lunch 12:20-12:50 | lunch 12:20-12:50 | lunch 12:10-12:40 | | Junch 12:10-12:50 |
| Student Support & | Student Support & | Teacher team collaboration and professional learning | Student Support & | Student Support & |
| Intervention (45) | Intervention (50) | | Intervention (45) | Intervention (50) |
| 12:55 – 1:40 | 12:55 – 1:45 | | 12:45 – 1:40 | 12:45 – 1:45 |
| VIRTUAL | VIRTUAL | | VIRTUAL | VIRTUAL |
| Teacher team collaboration and professional learning 1:40-2:10 | Teacher planning (25) 1:45-2:10 | 12:45 – 2:10 | Teacher team collaboration and professional learning 1:30-2:10 | Teacher planning (25) 1:45-2:10 |

Hybrid High School

Half Day A Day (Classes 1-3)

All Half Days are VIRTUAL ONLY

90 minute classes

| 1 st Hour | 7:20-8:50 |
|----------------------|-------------|
| 2 nd Hour | 9:00-10:30 |
| 3 rd Hour | 10:40-12:10 |
| Teacher Lunch | 12:10-12:40 |
| PD | 12:40-2:10 |

Hybrid EARLY MS: BOULAN PARK & LARSON

Half Day A Day (Classes 1-3) (65 min classes)

All Half Days are VIRTUAL ONLY

| 1 st Hour | 7:55-9:00 |
|----------------------|-------------|
| 2 nd Hour | 9:10-10:15 |
| 3 rd Hour | 10:25-11:30 |

Hybrid LATE MS: SMITH MS & BAKER MS

Half Day A Day (Classes 1-3) (65 min classes)

All Half Days are VIRTUAL ONLY

| 1 st Hour | 8:20-9:25 |
|----------------------|-------------|
| 2 nd Hour | 9:35-10:40 |
| 3 rd Hour | 10:50-11:55 |

Count Day ALL Day (Full day all classes 1-6) (50 min classes)

October 7th – VIRTUAL ONLY

| 1 st Hour | 7:20-8:10 | |
|--|-------------|--|
| 2 nd Hour | 8:20-9:10 | |
| BREAK 15 MIN | | |
| 3 rd Hour | 9:25-10:15 | |
| 4 th Hour | 10:25-11:15 | |
| LUNCH 30 MIN | | |
| 5 th Hour | 11:45-12:35 | |
| 6 th Hour | 12:45-1:35 | |
| Professional Learning & Teacher Collaboration | 1:35-2:10 | |



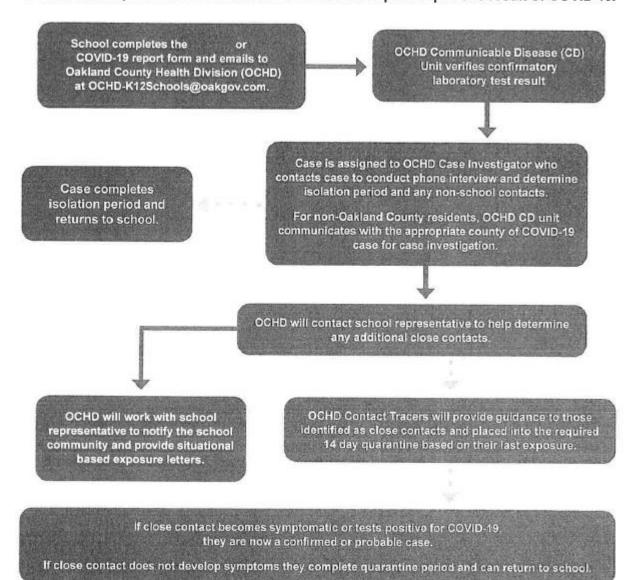


HOW TO REPORT A COVID-19 CASE AT SCHOOL

Appendix E3

Updated 9/18/20

Follow the steps below if a student or staff member reports a positive result of COVID-19.



NURSE ON CASE PUBLIC HEATT DEFENDATION 800.848.5533 NOC@OARGOV.COM/HEALTH



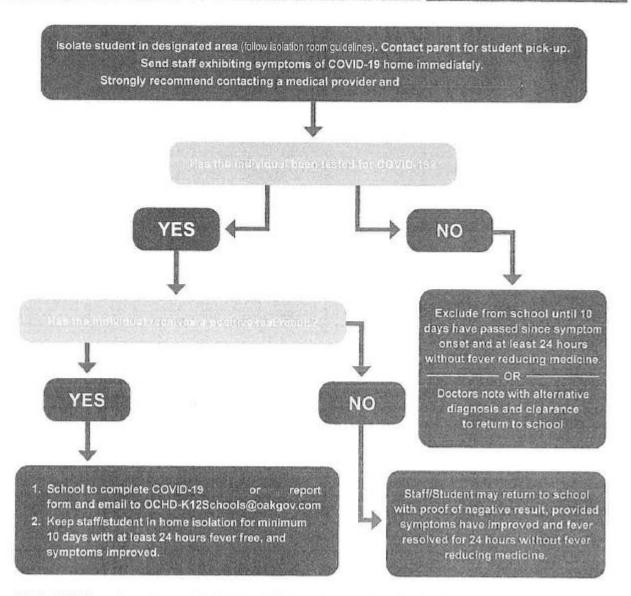
The Oakland County Health Elvision will not deny porticipation in the programs cased on race, sex, religion, national origin, age or disability. State and federal eligibility requirements apply for certain programs.





WHAT DO SCHOOLS DO WHEN COVID-19 SYMPTOMS OCCUR AT SCHOOL?

Updated 9/18/20



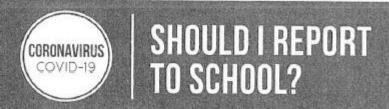
*CDC lists COVID19 symptoms as: https://www.cdc.gow/coronavirus/2019-ncow/symptoms-testing/symptoms.html. School nurse should consider pre-existing conditions that may cause similar symptoms, such as asthma, allergies, etc.

NOTES OF EAST PUBLIC HEALTH INFORMATION 800.848.5533 NOC@OAKGOV.COM OAKGOV.COM

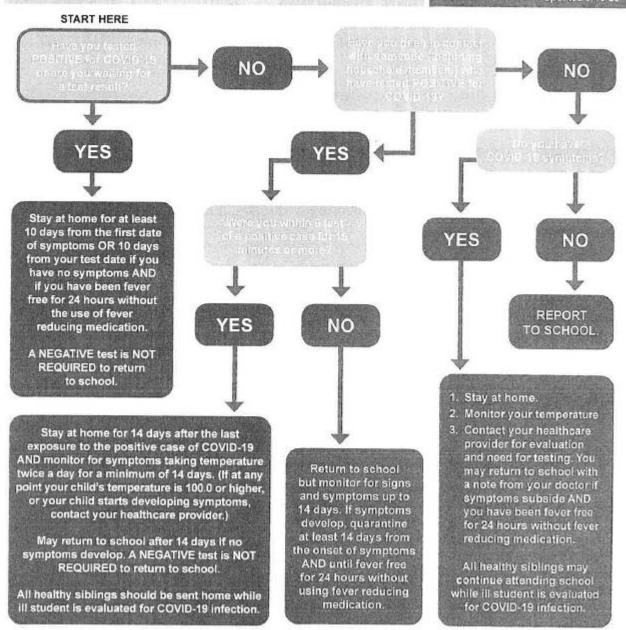


The Oakland County Fleath Division will not dony participation in its programs based on race, sex, religion, national origin, age or disability. State and federal eligibility requirements apply for certain programs.





Updated 9/18/20



800:848.5533 NOC@OAKGOV.COM OAKGOV.COM/HEALTH



The Oakland County Wealth Division will not deny participation in its programs based on race, sex religion, national origin, age or disability. State and federal engibility requirements apply for certain programs.

Schoology K-12

CONSISTENT SCHOOLOGY REQUIREMENTS

- 1. Create a "Course Resources" folder for syllabus or other resources.
- 2. Chronological Unit Folders (newest at the top)
- 3. Use "Updates" to contact the entire class as needed (messages/emails are for individual students or small groups)
- 4. Always use the "Calendar" for events, assignments, Zoom due dates, etc.
- 5. "Assignments" any item that is graded needs a due date and should have all resources for that assignment linked to it (Secondary Only)
- 6. Submissions should be turned off if they are not used (Secondary Only)

Note: Zoom is integrated into Schoology

LETTER OF AGREEMENT between TROY EDUCATION ASSOCIATION and the TROY SCHOOL DISTRICT

RE: INSTRUMENTAL MUSIC AT THE ELEMENTARY LEVEL

Due to the COVID-19 pandemic, the parties agree to the following adjustments to the 2020-2021 Collective Bargaining Agreement to address the changes in working conditions. The parties agree that the following revisions to the CBA are for the 2020-2021 school year, and that the provisions will expire on June 17, 2021. The parties further agree to meet as needed to adjust this LOA to address any modifications necessary.

Elementary instrumental music teachers will have their working conditions modified as follows:

- 1. Elementary instrumental music teachers will begin their workday at 10:05 a.m., Monday through Friday.
- 2. Elementary instrumental music teachers' workday will end at 5:15 p.m.
- 3. Elementary instrumental music teachers will follow the adopted District elementary weekly schedule for all applicable requirements.

Workday Expectations:

Instructional Videos

- 1. Elementary instrumental music teachers will produce instructional videos focused on the development of music appreciation for students that can be utilized by students from third to fifth grade.
- 2. The videos will be roughly fifteen (15) minutes in length.
- 3. Teachers will upload the videos onto Schoology. The videos will be housed in the District Teaching and Learning file entitled *Schoology Resources*.
- 4. Elementary instrumental music teachers will collaborate and produce one new video for each day of the work week.

After School Program

- 1. The elementary instrumental music teachers will organize, plan, and implement an after school *Elementary Instrumental Music* program that will run from 3:45 to 5:15 p.m. on Monday through Friday of each work week.
- 2. Elementary instrumental music teachers will have the autonomy to develop this after school enrichment program.
- 3. The *Elementary Instrumental Music* program will be a voluntary program offering for students.
- 4. No grades will be given to students for their participation in this enrichment program.
- 5. Elementary instrumental music teachers will not schedule an enrichment opportunity on parent/teacher conference days, or during home building staff meetings.
- 6. Elementary instrumental music teachers will be expected to attend all building professional learning, parent/teacher conferences, and staff meetings.
- 7. Elementary instrumental music teachers may work from home except when engaging in parent/teacher conferencing.
- 8. All enrichment activities will be virtual.

Evaluations

1. The parties agree to meet to discuss the evaluation processes for the elementary instrumental music teachers.

Elementary instrumental music teachers will follow all provisions found in the Letter of Agreement on hybrid instruction.

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All other provisions of the current collective bargaining agreement will remain in effect. Should an unforeseen issue arise not covered by this LOA, the parties agree to maintain current contract language until the parties have an opportunity to meet to discuss the issue, and if possible, remediate the concerns (Article 25.6).

This Letter of Agreement shall remain in effect until June 17, 2021 and is limited to the specific circumstances included herein and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

| SIGNAT | URES |
|---------|-------|
| DIOLILI | CILLO |

TROY SCHOOL DISTRIC

By:

Date:

9-25-2020

TROY EDUCATION ASSOCIATION

Date: 9 25

LETTER OF AGREEMENT

between

TROY EDUCATION ASSOCIATION

and the

TROY SCHOOL DISTRICT

RE: SPECIAL EDUCATION PHASE INTO LIVE INSTRUCTION PLAN

Due to the COVID-19 pandemic, the parties agree to the following adjustments to the 2020- 2021 Collective Bargaining Agreement to address the changes in working conditions. The parties agree that the following revisions to the CBA are for the 2020-2021 school year, and that the provisions will expire on June 17, 2021. The parties further agree to meet as needed to adjust this LOA to address any modifications necessary to implement the TSD special education phase into live instruction plan.

Special Education Phase-In Plan

- 1. The TSD Board of Education has directed the District to engage in virtual learning for the first five (5) weeks of the 2020-2021 school year, all classes have been operating virtually.
- 2. The *MI Safe Schools: Michigan's 2020-21 Return to School Roadmap* designates "phases" for the current conditions of precaution necessary to return to live instruction in school buildings.
- 3. Currently, the State of Michigan is in Phase IV which allows districts to choose whether to have virtual, face-to-face live instruction, or a combination of the two for a hybrid plan.
- 4. A change to have special education classes and services to be provided in a phase-in plan is attached to this LOA. (Appendix 1)
- 5. Special education teachers will be phased into an instructional plan that is a combination of virtual and live instruction (hybrid) based upon the needs of the individual child as determined by the IEP Team.
- 6. The hybrid plan will be phased in by TSD special education programs.
 - a. Early-On Services will be the first group to begin hybrid instruction no earlier than September 14, 2020.
 - b. Early Childhood Special Education (ECP) will begin hybrid instruction no earlier than September 21, 2020.
 - c. K-12 Autism Spectrum Disorder (ASD) will begin hybrid instruction no earlier than September 21, 2020.
 - d. K-12 Cognitive Impairment (CI) will begin hybrid instruction no earlier than September 21, 2020.
 - e. K-5 Emotional Impairment (EI) will begin hybrid instruction no earlier than September 21, 2020.
 - f. Level IV Classrooms will begin instruction no early than September 21, 2020.

- g. K-12 Resource Room students will follow the District instructional plan for general education students unless the CLP developed for a child requires inperson instruction. If a student with a CLP returns prior to the rest of their grade level, they will work out of the resource room class and join their general education classes virtually.
- h. Ancillary staff will begin to support students in-person no earlier than September 14, 2020.

Hybrid Model

- 1. Each teacher's class list will be divided in half for the first week of instruction.
- 2. Student Group A will meet for live face-to-face instruction on Tuesday and Wednesday of the first week.
- 3. Student Group B will meet for live face-to-face instruction on Thursday and Friday of the first week.
- 4. Monday, September 21, 2020 will be a virtual day for all students.
- 5. Beginning on Monday, September 28, 2020, all categorical classes will run a five (5) day live face-to-face instructional model.

Teacher Workday Schedule (Article 12 and Article 14)

- 1. The elementary and secondary weekly work schedules are attached (Appendix 2 and Appendix 3).
- 2. Teachers will follow the schedules as adopted in this LOA.
- 3. Teachers will not be required to add instructional sessions beyond those found in the attached schedules.
- 4. The 2020-2021 adopted school calendar will be followed.

Work Location/Safety Procedures (Article 9)

- 1. TSD COVID-19 safety protocols will be followed.
- 2. All students and staff will wear face masks.
- 3. A student who is unable or unwilling to wear a face mask due to their disability will engage in an interactive process to determine other safety precautions to protect the health and safety of staff and students.
- 4. Face masks (unless a teacher provides their own approved face mask), gloves, hand sanitizer, soap, and disinfectants will be provided by the District.
- 5. Teachers will be offered Rolling Mobile TeamShield and/or a Portable Trifold TeamShield acrylic shields to be used in the classroom.
- 6. Teachers will be offered protective clothing if there is a possibility of encountering human waste or bodily fluids.
- 7. The District will provide clean protective clothing prior to each class, or if a change of protective clothing is required due to contamination. (Article 14.4)
- 8. A teacher whose personal clothing or skin encounters human waste or bodily fluids will be allowed to leave the building to go home to clean and change clothing.

- 9. Teachers will be required to monitor the PPE supplies and inform their building administrator via email to order more supplies as needed.
- 10. If social distancing is not possible to maintain in a teacher's assigned classroom/office, the teacher will work with their building administration to find an alternate location.
- 11. Social distancing guidelines will be followed, whenever possible.
- 12. Teachers are not required to clean/sanitize their rooms.
- 13. Students will be responsible for cleaning their workspace to the best of their abilities. The teacher will provide instruction on how to develop this life skill.
- 14. The District will sanitize/disinfect all classrooms and common areas where students have been in attendance.
- 15. Teachers will not be expected to monitor student lunch period.
- 16. Student lunch will not occur in the classroom.
- 17. Teachers' preparation time will occur after students are excused for the day. When the district returns all students to in-person instruction via the hybrid plan, teachers' preparation times will follow the hybrid schedule.

Meetings (Article 12)

- 1. Individual Education Plan (IEP)/504 meetings will be held virtually.
- 2. Professional Development (PD) will be held virtually.
- 3. Professional meetings, including but not limited to, Multi-Tiered Student Support (MTSS) meetings will be held virtually.
- 4. All building meetings, such as staff meetings and collaboration meetings, will be held virtually (Article 12.14).
- 5. Open House/Curriculum Night events will be held virtually.
- 6. After school events will be held virtually.
- 7. Parent-teacher conferences will be held virtually.

Absences (Article 6.3)

- 1. Teachers who are not able to work on a scheduled workday will notify the District on Frontline.
- 2. Teachers will upload their lesson plans onto Schoology.
- 3. If Schoology is not accessible, lesson plans may be emailed to the building principal or main office secretary.
- 4. Half day absences will follow the same process.
- 5. Should a teacher feel ill, or contract COVID-19 they will notify their building principal.
- 6. Should the teacher have a confirmed COVID-19 diagnosis, the District will follow the current Oakland County Health Department guidelines. (Appendix 4)

COVID-19 Contraction/Cases (Article 18.7)

1. Should the District be notified of a student, staff, or a family member of a student or staff member contracts COVID-19 and has a confirmed diagnosis, the District will follow the guidance provided by the Oakland County Health Department.

- 2. The District agrees to follow all county and state guidelines for notification of positive COVID-19 cases to the appropriate agencies.
- 3. Notification of a positive COVID-19 case will be provided to all teachers in the building where the case occurs.
- 4. If a student has contracted COVID-19 and has family members in the District at other buildings, the District will notify the teachers at those buildings of the positive COVID-19 case.
- 5. Teachers may opt to self-quarantine for up to fourteen (14) days in buildings that have a confirmed COVID-19 case. Buildings that have students or staff members who reside with the confirmed COVID-19 student or staff member may opt to self-quarantine for up to fourteen (14) days utilizing their leave days. The District will provide a substitute teacher to instruct students during this self-imposed quarantine.
- 6. Teachers who self-quarantine or are instructed by the Oakland County Health Department to self-quarantine, and who are not ill, will be expected to continue instructing their class(es) virtually.
- 7. A substitute teacher will be provided to monitor the students and to assist the teacher's instruction while the teacher is self-quarantining and instructing virtually.
- 8. Teachers who are ill will call-in following the absence reporting process enumerated in this LOA.
- 9. After the fourteen (14) day quarantine has expired, and the student or staff member is well, they may return to the District hybrid model.
- 10. A teacher, who has contracted COVID-19, or been instructed to quarantine while teaching in a hybrid model, will not be required to use their accumulated leave days to cover the quarantine and/or the recuperation from the disease. (Article 18.7)

Classroom Set-up (Article 6)

- 1. The set-up of rooms will entail:
 - a. providing basic classroom setup (hanging visuals, testing technology, and general preparation to ensure a smooth transition into a hybrid instructional model.
 - b. organizing materials for student distribution.

Technology (Article 11.11)

- 1. The District will offer professional learning for the usage of this equipment and provide technology support throughout the period the District is in a virtual learning setting.
- 2. The District will provide software training on Zoom virtual meeting applications and Schoology.
 - a. The parties agree to a minimum expectation for the usage of Schoology. (Appendix 5).
 - b. Teachers will record the instructional portion of each group lesson. These instructional recordings will be housed on Schoology.
 - c. The instructional recordings are proprietary property of the District and may not be used for instruction beyond the 2020-2021 school year.
 - d. The District will establish clear administrative procedures regarding any usage of the instructional recordings by students, parents, and staff.

All other provisions of the current collective bargaining agreement will remain in effect. Should an unforeseen issue arise not covered by this LOA, the parties agree to maintain current contract language until the parties have an opportunity to meet to discuss the issue, and if possible, remediate the concerns (Article 25.6).

This Letter of Agreement shall remain in effect until June 17, 2021 and is limited to the specific circumstances included herein and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

TROY EDUCATION ASSOCIATION

SIGNATURES

TROY SCHOOL DISTRICT

oh J. Pagel

John Pagel

Date: 9/21/2020

Secondary LARSON AND BOULAN Categorical Schedule Framework Week of 9/22 - 9/25

Monday (B Day):

- All programs will follow 100% virtual secondary schedule o4th
 - hour: 8:00 9:35 am
 - o 5th hour: 10:00-11:35 am
 - o 6th hour: 12:00 1:35 pm o Student Assistance: 1:35 - 2:20 pm
 - o Teacher Collab/PD: 2:20 3:00 pm
 - Building Team Collaboration: Preparing for Hybrid Learning: Safety and Classroom Tech

Tuesday (A Day):

- Students arrive at 7:55 am
 - o Morning meeting
 - o Classroom community building
 - In-seat classroom procedures
- 1st hour: 8:00 9:35 am (no change)
 - o Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Break: 9:35 10:00 am
 - o Mask break (outside)
 - o Bathroom breaks (model procedures)
- 2nd hour: 10:00 11:25 am (ends 10 minutes early)
 - o Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- · Lunch: 11:25-11:55 am
- 3rd hour: 12:00-1:25 pm (ends 10 minutes early)
 - Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher- classwork on IEP goals/objectives
 - Para #1 GE class support remotely
 - Para #2 GE class support remotely
- Prep: 1:30 2:25pm
- PD Time: 2:25 2:40 pm
 - Topic: Building Team Collaboration: Preparing for Hybrid Learning: Safety and Classroom Tech
 - Staff could be paid for their prep if they want to attend 2:20-3:00 pm PD time as 15 minutes will not be sufficient.

Wednesday (B Day):

- Students arrive at 7:55 am
 - o Morning meeting
 - o Classroom community building
 - o In-seat classroom procedures
- 4th hour: 8:00 9:35 am (no change)
 - Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher- classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Break: 9:35 10:00 am
 - o Mask break (outside)
 - o Bathroom breaks (model procedures)
- 5th hour: 10:00 -11:25 am (ends 10 minutes early)
 - o Students remain in program classroom
 - · Group students based on needs/schedule
 - Teacher- classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- · Lunch: 11:25 11:55 am
- 6th hour: 12:00 1:25 pm (ends 10 minutes early)
 - Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher- classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Prep: 1:30 2:25 pm
- PD Time: 2:25 2:40pm
 - o Topic: Optional Q and A Session with T&L
 - O Staff could be paid for their prep if they want to attend 2:20-3:00 pm PD time as 15 minutes will not be sufficient.

Thursday (A Day):

- · Students arrive at 7:55 am
 - Morning meeting
 - o Classroom community building
 - In-seat classroom procedures
- 1st hour: 8:00 9:35 am (no change)
 - Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher- classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Break: 9:35 10:00 am

- o Mask break (outside)
- o Bathroom breaks (model procedures)
- 2nd hour: 10:00 -11:25 am (ends 10 minutes early)
 - o Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Lunch: 11:25 11:55 am
- 3rd hour: 12:00 1:25 pm (ends 10 minutes early)
 - Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher- classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Prep: 1:30 2:25 pm
- PD Time: 2:25 2:40 pm
 - **Topic:** Building Team Collaboration: Preparing for Hybrid Learning: Safety and Classroom Tech
 - o Staff could be paid for their prep if they want to attend 2:20-3:00 pm PD time as 15 minutes will not be sufficient.

Friday (B Day):

- · Students arrive at 7:55 am
 - Morning meeting
 - o Classroom community building
 - o In-seat classroom procedures
- 4th hour: 8:00 9:35 am (no change)
 - o Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher- classwork on IEP goals/objectives
 - Para #1- GE class support remotely
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 - o Bathroom breaks (model procedures)
- 5th hour: 10:00 11:25 am (ends 10 minutes early)
 - Students remain in program classroom
 - · Group students based on needs/schedule
 - Teacher classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Lunch: 11:25 11:55 am
- 6th hour: 12:00 1:25 pm (ends 10 minutes early)
 - o Students remain in program classroom

- Group students based on needs/schedule
 - Teacher- classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Prep: 1:30 2:25 pm
- PD Time: 2:25 2:40 pm
 - Topic: Building Team Collaboration: Preparing for Hybrid Learning: Safety and Classroom Tech
 - o Staff could be paid for their prep if they want to attend 2:20-3:00 pm PD time as 15 minutes will not be sufficient.

Secondary BAKER AND SMITH Categorical Schedule Framework

Week of 9/22 - 9/25

Monday (B Day):

- All programs will follow 100% virtual secondary schedule o
 - 4th hour: 8:00 9:35 am
 - o 5th hour: 10:00 11:35 am o
 - 6th hour: 12:00 1:35 pm
 - o Student Assistance: 1:35 2:20 pm
 - o Teacher Collab/PD: 2:20 3:00 pm
 - Building Team Collaboration: Preparing for Hybrid Learning: Safety and Classroom Tech

Tuesday (A Day):

- Students arrive at 8:20 am
- 1st hour: 8:20 9:35 am (20 minutes late)
 - o Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher- classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Break: 9:35 10:00 am
 - o Mask break (outside)
 - o Bathroom breaks (model procedures)
- 2nd hour: 10:00 11:25 am (ends 10 minutes early)
 - o Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Lunch: 11:25 -11:55 am
- 3rd hour: 12:00 -1:35 pm (no change)
 - Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher- classwork on IEP goals/objectives
 - Para #1 GE class support remotely
 - Para #2 GE class support remotely
- Afternoon Exit Meeting: 1:35 1:50 pm
 - Classroom community building
 - In-seat classroom procedures
- Prep: 1:55 2:50 pm
- PD Time: 2:50 3:05 pm
 - o **Topic:** Building Team Collaboration: Preparing for Hybrid Learning: Safety and Classroom Tech
 - o Staff could be paid for their prep if they want to attend 2:20-3:00 pm PD time as 15 minutes will not be sufficient.

Wednesday (B Day):

- Students arrive at 8:20 am
- 4th hour: 8:20 9:35 am (20 minutes late)
 - o Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher- classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Break: 9:35 10:00 am
 - Mask break (outside)
 - o Bathroom breaks (model procedures)
- 5th hour: 10:00-11:25 am (ends 10 minutes early)
 - Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher- classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Lunch: 11:25 11:55 am
- 6th hour: 12:00 1:35 pm (no change)
 - o Students remain in program classroom
 - · Group students based on needs/schedule
 - Teacher classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Afternoon Exit Meeting: 1:35 1:50 pm
 - o Classroom community building
 - In-seat classroom procedures
- Prep: 1:55 2:50 pm
- PD Time: 2:50 3:05 pm
 - o **Topic:** Optional Q and A Session with T&L
 - O Staff could be paid for their prep if they want to attend 2:20-3:00 pm PD time as 15 minutes will not be sufficient.

Thursday (A Day):

- Students arrive at 8:20 am
- 1st hour: 8:20 9:35 am (20 minutes late)
 - o Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Break: 9:35 10:00am
 - Mask break (outside)
 - o Bathroom breaks {model procedures}
- 2nd hour: 10:00 11:25 am (ends 10 minutes early)
 - Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Lunch: 11:25 11:55 am
- 3rd hour:12:00-1:35 pm (no change)

- o Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher classwork on IEPgoals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Afternoon Exit Meeting: 1:35 1:50 pm
 - o Classroom community building
 - o In-seat classroom procedures
- Prep: 1:55 2:50 pm
- PD Time: 2:50 3:05 pm
 - Topic: Building Team Collaboration: Preparing for Hybrid Learning: Safety and Classroom Tech
 - o Staff could be paid for their prep 1f they want to attend 2:20-3:00 pm PD time as 15 minutes will not be sufficient.

Friday (B Day):

- Students arrive at 8:20 am
- 4th hour: 8:20 9:35 am (20 minutes late)
 - o Students remain in program classroom
 - Group students based on needs/schedule
 - Teacher classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
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 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Lunch: 11:25 11:55 am
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 - o Students remain in program classroom
 - · Group students based on needs/schedule
 - Teacher--: classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Afternoon Exit Meeting: 1:35 -1:50 pm
 - Classroom community building
 - o In-seat classroom procedures
- Prep: 1:55 2:50 pm
- PD Time: 2:50 3:05 pm
 - o **Topic:** Building Team Collaboration: Preparing for Hybrid Learning: Safety and Classroom Tech
 - O Staff could be paid for their prep if they want to attend 2:20-3:00 pm PD time as 15 minutes will not be sufficient.

Secondary HS Categorical Schedule Framework

Week of 9/22 - 9/25

Monday (B Day):

• All programs will follow 100% virtual secondary schedule o

4th hour: 8:00 - 9:35 am 5th hour: 10:00 - 11:35 am 6th hour: 12:00 -1:35 pm

o Student Assistance: 1:35 - 2:20 pm o Teacher Collab/PD: 2:20 - 3:00 pm

• Building Team Collaboration: Preparing for Hybrid Learning: Safety and

Classroom Tech

Tuesday (A Day):

- Classroom Welcome Back: 7:20 8:00 am
 - o Classroom community building
 - o In-seat classroom procedures
- 1st hour: 8:00 9:35 am (no change)
 - o Students remain in program classroom
 - Group students according to scheduled first hour into 3 groups, if needed.
 - Teacher- classwork on IEP goals/objectives
 - Para #1 GE class supportremotely
 - Para #2 GE class support remotely
- Break: 9:35 -10:00 am
 - o Mask break (outside)
 - o Bathroom breaks (model procedures)
- 2nd hour: 10:00 11:35 am (no change)
 - O Students remain in program classroom
 - Group students according to scheduled first hour into 3 groups, if needed.
 - Teacher- classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Break: 11:35 12:00 pm
 - o Mask break (outside, weather permitting)
 - o Bathroom breaks
- 3rd hour: 12:00 -12:25 (25 minutes)
 - o Students remain in program classroom
 - Group students according to scheduled first hour into 3 groups, if needed.
 - Teacher classwork on IEPgoals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely

- Lunch: 12:25 12:55 pm
- Prep: 1:00 1:55 pm
- PD Time: 1:55 2:10pm
 - o **Topic:** Building Team Collaboration: Preparing for Hybrid Learning: Safety and Classroom Tech
 - O Staff could be paid for their prep if they want to attend 2:20-3:00 pm PD time as 15 minutes will not be sufficient.

Wednesday (B Day):

- Morning Meeting: 7:20 8:00am
 - Classroom community building
 - o Socio-emotional check-in
 - o Review in-seat classroom procedures
- 4th hour: 8:00 9:35 am (no change)
 - o Students remain in program classroom
 - Group students according to scheduled first hour into 3 groups, if needed.
 - Teacher- classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Break: 9:35 -10:00 am (no change)
 - o Mask break (outside, weather permitting)
 - o Bathroom breaks (procedures reminders)
- 5th hour: 10:00 11:35 am
 - Students remain in program classroom
 - Group students according to scheduled first hour into 3 groups, if needed.
 - Teacher classwork on IEP goals/objectives
 - Para #1 GE class support remotely
 - Para #2 GE class support remotely
- Break: 11:35 12:00 pm
 - o Mask break (outside, weather permitting)
 - Bathroom breaks
- 6th hour: 12:00 12:25 pm (25 minutes)
 - o Students remain in program classroom
 - Group students according to scheduled first hour into 3 groups, if needed.
 - Teacher- classwork on IEP goals/objectives
 - Para #1 GE class support remotely
 - Para #2 GE class support remotely
- Lunch: 12:25 12:55 pm
- Prep: 1:00 1:55 pm
- PD Time: 1:55 2:10 pm
 - o **Topic:** Optional Q and A Session with T&L
 - O Staff could be paid for their prep if they want to attend 2:20-3:00 pm PD time as 15 minutes will not be sufficient.

Thursday (A Day):

- Morning Meeting: 7:20 8:00am
 - o Classroom community building
 - o Socio-emotional check-in
 - o In-seat classroom procedures
- 1st hour: 8:00- 9:35 am (no change)

- o Students remain in program classroom
 - Group students according to scheduled first hour into 3 groups, if needed.
 - Teacher- classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Break: 9:35 10:00 am
 - o Mask break (outside)
 - Bathroom breaks (model procedures)
- 2nd hour: 10:00 11:35 am (no change)
 - Students remain in program classroom
 - Group students according to scheduled first hour into 3 groups, if needed.
 - Teacher classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Break: 11:35 12:00 pm
 - o Mask break (outside, weather permitting)
 - Bathroom breaks
- 3rd hour: 12:00 12:25 {25 minutes}
 - o Students remain in program classroom
 - Group students according to scheduled first hour into 3 groups, if needed.
 - Teacher classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Lunch: 12:25 12:55 pm
- Prep: 1:00-1:55 pm
- PD Time: 1:55 2:10 pm
 - Topic: Building Team Collaboration: Preparing for Hybrid Learning: Safety and Classroom Tech
 - O Staff could be paid for their prep if they want to attend 2:20-3:00 pm PD time as 15 minutes will not be sufficient.

Friday (B Day):

- Morning Meeting: 7:20 8:00 am
 - Classroom community building
 - o Socio-emotional check-in
 - Review in-seat classroom procedures
- 4th hour: 8:00 9:35 am (no change)
 - o Students remain in program classroom
 - " Group students according to scheduled first hour into 3 groups, if needed.
 - Teacher classwork on IEP goals/objectives
 - Para #1- GE class support remotely
 - Para #2 GE class support remotely
- Break: 9:35 10:00 am
 - o Mask break (outside, weather permitting)
 - o Bathroom breaks (procedures reminders)

- 5th hour: 10:00 -11:35 am (no change)
 - O Students remain in program classroom
 - Group students according to scheduled first hour into 3 groups, if needed.
 - Teacher- classwork on IEP goals/objectives
 - Para #1 GE class support remotely
 - Para #2 GE class support remotely
- Break: 11:35 12:00 pm
 - o Mask break (outside, weather permitting)
 - o Bathroom breaks
- 6th hour: 12:00 12:25 pm (change)
 - o Students remain in program classroom
 - Group students according to scheduled first hour into 3 groups, if needed.
 - Teacher- classwork on IEP goals/objectives
 - Para #1 GE class support remotely
 - Para #2 GE class support remotely
- Lunch: 12:25 -12:55 pm
- Prep: 1:00 1:55 pm
- PD Time: 1:55 2:10 pm
 - Topic: Building Team Collaboration: Preparing for Hybrid Learning: Safety and Classroom Tech
 - o Staff could be paid for their prep if they want to attend 2:20-3:00 pm PD time as 15 minutes will not be sufficient.



EARLY SCHOOLS - STAFF HYBRID/TRANSITON SCHEDULE PD = ONE DAY PER WEEK AFTER SCHOOL (TUESDAYS) / PREP = FOUR DAYS PER WEEK AFTER SCHOOL

2020-2021

| | 8.15 | TEACHER REPORT (15 MINUTE SET UP) | | 8.15 | TEACHER REPORT (15 MINUTE SET UP) |
|------------|---------------|--|-----|---------------|---|
| νΞ. | 8:30 - 8:40 | IN SEAT STUDENT ARRIVAL WINDOW | 3€ | 8:30 - 8:40 | IN SEAT STUDENT ARRIVAL WINDOW |
| LG | 8:40 - 8:55 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | V | 8:40 - 8:55 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) |
| 4 € | 8:55 - 12:30 | CORE LEARNING, SMALL GROUP, AND SPECIAL | 49 | 8:55 - 12:45 | CORE LEARNING, SMALL GROUP, AND SPECIAL |
| 150 | 12:30 - 1:10 | LUNCH AND RECESS | ۵ | 12:45 - 1:25 | LUNCH AND RECESS |
| IO | 110 - 220 | SMALL GROUP OR INDEPENDENT WORK (WRITAL STUDBATS LOG OFF UNLESS SCHEDULED BY TEACHER) | HII | 125 - 220 | SMALL GROUP OR INDEPENDENT WORK (WIRTUAL STUDENTS LOG OFF UMLESS SCHEDULED BY TEACHER) |
| AI) | 2:20 - 2:29 | DISMISSAL | -11 | 2:20 - 2:29 | DISMISSAL |
| | 229 - 325 | TEACHER PREP OR PD (TUESDAYS) | | 2:29 - 3:25 | TEACHER PREP OR PD (TUESDAYS) |
| | 8.15 | TEACHER REPORT (15 MINUTE SET UP) | | 8.15 | TEACHER REPORT (15 MINUTE SET UP) |
| E | 8:30 - 8:40 | IN SEAT STUDENT ARRIVAL WINDOW | ⊒Œ | 8:30 - 8:40 | IN SEAT STUDENT ARRIVAL WINDOW |
| ď | 8:40 - 8:55 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | ΑS | 8.40 - 8.55 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOON) |
| 7십 | 8.55 - 12:00 | CORE LEARNING, SMALL GROUP, AND SPECIAL | 10 | 8-55 - 12:15 | CORE LEARNING, SMALL GROUP, AND SPECIAL |
| Ð | 12:00 - 12:40 | LUNCH AND RECESS | Н | 12:15 - 12:55 | LUNCH AND RECESS |
| LS | 12:40 - 1:20 | CORE LEARNING | ΤS | 12:55 - 1:25 | CORE LEARNING |
| ы | 120 - 220 | SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHIEDULED BY TEACHER) | ın | 125 - 220 | SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOS OFF UNLESS SCHEDLED BY TEACHER) |
| = | 220 - 229 | DISMISSAL | 0= | 2:20 - 2:29 | DISMISSAL |
| 100 | 229 - 325 | TEACHER PREP OR PD (TUESDAYS) | | 229 - 325 | TEACHER PREP OR PD (TUESDAYS) |
| E. | 8/15 | TEACHER REPORT (15 MINUTE SET UP) | | 845 | TEACHER REPORT (15 MINUTE SET UP) |
| D | 8:30 - 8:40 | IN SEAT STUDENT ARRIVAL WINDOW | 3 | 8:30 - 8:40 | IN SEAT STUDENT ARRIVAL WINDOW |
| Υč | 8:40 - 8:55 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | ۲۵ | 8:40 - 8:55 | MORNING MEETING (MIRTUAL STUDENT LOG ON ZOOM) |
| 19 | 8:55 - 11:30 | CORE LEARNING, SMALL GROUP, AND SPECIAL | /ଧ | 8:55 - 11:45 | CORE LEARNING, SMALL GROUP, AND SPECIAL |
| a | 11:30 - 12:10 | LUNCH AND RECESS | 9 | 11:45 - 12:25 | LUNCH AND RECESS |
| N | 12:10 - \$20 | CORE LEARNING | HI | 12:25 - 1:25 | CORE LEARNING |
| ၁၁ | 120 - 220 | SMALL GROUP OR INDEPENDENT WORK (YMITUAL STUDENTELOS OFF UNLESS SCHEDULED BY TEACHER) | E | 125 - 2:20 | SMALL GROUP OR INDEPENDENT WORK (YRIUAL STUDENTS LOS OFF UNLESS SCHEDLED BY TEACHER) |
| 35 | 220 - 229 | DISMISSAL | = | 220 - 229 | DISMISSAL |
| 5 | 2:29 - 3:25 | TEACHER PREP OR PD (TUESDAYS) | | 2:29 - 3:25 | TEACHER PREP OR PD (TUESDAYS) |



LATE SCHOOLS - STAFF HYBRID/TRANSITON SCHEDULE PD = ONE DAY PER WEEK BEFORE SCHOOL (THURSDAYS) / PREP = FOUR DAYS PER WEEK BEFORE SCHOOL

2020-2021

| | 759 - 855 | TEACHER PREP OR PD (THURSDAYS) |
|---|----------------|--|
| TEACHER REPORT (15 MINUTE SET UP) | 855 | TEACHER REPORT (15 MINUTE SET UP) |
| IN SEAT STUDENT ARRIVAL WINDOW | 9:10 - 9:20 | IN SEAT STUDENT ARRIVAL WINDOW |
| MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | 9:20 - 9:35 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) |
| CORE LEARNING, SMALL GROOF, AND SPECIAL LUNCH AND RECESS | 9:35 - 1:00 | CORE LEARNING, SMALL GROUP, AND SPECIAL |
| CORE FARNING | 100 - 1:40 | LUNCH AND RECESS |
| SMALL GROUP OR INDEPENDENT WORK WHILL STUDING OF UNIESS SCHEDLED BY TRACHER) | 140 - 250 | SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) |
| DISMISSAL (3:10 - END OF TEACHER WORKDAY) | 2.50 - 3.00 | DISMISSAL (3:10 - END OF TEACHER WORKDAY) |
| TEACHER PREP OR PD (THURSDAYS) | 759-855 | TEACHER PREP OR PD (THURSDAYS) |
| TEACHER REPORT (15 MINUTE SET UP) | 855 | TEACHER REPORT (15 MINUTE SET UP) |
| IN SEAT STUDENT ARRIVAL WINDOW | 9:10 - 9:20 | IN SEAT STUDENT ARRIVAL WINDOW |
| MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | 9:20 - 9:35 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) |
| CORE LEARNING, SMALL GROUP, AND SPECIAL | 9:35 - 12:30 | CORE LEARNING, SMALL GROUP, AND SPECIAL |
| LUNCH AND RECESS | 12:30 - 1:10 | LUNCH AND RECESS |
| CORE LEARNING | 1,10 - 1,50 | CORE LEARNING |
| SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) | 150 - 250 | SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED BY TEACHER) |
| DISMISSAL (3:10 - END OF TEACHER WORKDAY) | 250 - 300 | DISMISSAL (3:10 - END OF TEACHER WORKDAY) |
| TEACHER PREP OR PD (THURSDAYS) | 759-855 | TEACHER PREP OR PD (THURSDAYS) |
| TEACHER REPORT (15 MINUTE SET UP) | m 855 | TEACHER REPORT (15 MINUTE SET UP) |
| IN SEAT STUDENT ARRIVAL WINDOW | 9:10 - 9:20 | IN SEAT STUDENT ARRIVAL WINDOW |
| MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) | 9.20 - 9.35 | MORNING MEETING (VIRTUAL STUDENT LOG ON ZOOM) |
| CORE LEARNING, SMALL GROUP, AND SPECIAL | Ø 9:35 - 12:00 | CORE LEARNING, SMALL GROUP, AND SPECIAL |
| LUNCH AND RECESS | 12:00 - 12:40 | LUNCH AND RECESS |
| CORE LEARNING | 12.40 - 150 | CORE LEARNING |
| SMALL GROUP OR INDEPENDENT WORK WIRTUAL STUDENTS LOS OFF UNLESS SCHEDULED BY TEACHER | TT 150 - 250 | SMALL GROUP OR INDEPENDENT WORK (VIRTUAL STUDENTS LOG OFF UNLESS SCHEDULED IN TEACHER) |
| DISMISSAL (340 - END OF TEACHED WODKDAY) | 250-300 | DIGNICEAL (940 - CND OF TEACUED WODINGS) |

Appendix #3

HYBRID 50% students RETURN

Early MS Schedule -- BOULAN PARK & LARSON

| Monday | Tuesday | Wednesday | Thursday | Friday |
|---|---|--|---|---|
| A day (hours 1-3) | B day (hours 4-6) | A day (hours 1-3)/B day (hours 4-6) rotation | B day (hours 4-6) | A day (hours 1-3) |
| Students A-K last name IN PERSON Attendance Students last names L-Z VIRTUAL Attendance | Students A-K last name IN PERSON Attendance Students last names L-Z VIRTUAL Attendance | ALL STUDENTS VIRTUAL Attendance | Students L-Z last name IN PERSON Attendance Students last names A-K VIRTUAL Attendance | Students L-Z last name IN PERSON Attendance Students last names A-I VIRTUAL Attendance |
| Teachers Report 7:30 | Teachers Report 7:30 | | Teachers Report 7:30 | Teachers Report 7:30 |
| 1st hour (90) 7:55-9:25 | 4 th hour (90) 7:55-9:25 | 1 st hour (90) 7:55-9:25 | 4 th hour (90) 7:55-9:25 | 1st hour (90) 7:55-9:25 |
| Passing time (10) | Passing time (10) | Break (10) | Passing time (10) | Passing time (10) |
| 2 nd hour (90) 9:35 – 11:05 | 5 th hour (90) 9:35 – 11:05 | 2 nd hour (90) 9:35 – 11:05 | 5 th hour (90) 9:35 – 11:05 | 2 ^{nu} hour (90) 9:35 – 11:05 |
| Passing time (10) | Passing time (10) | Lunch (40) 11:05-11:45 | Passing time (10) | Passing time (10) |
| 3 rd hour (90) & lunch (30) 11:15-1:15 | 6 th hour (90) & lunch (30) 11:15-1:15 | 3 rd hour (90) 11:45-1:15 | 6 th hour (90) & lunch (30) 11:15-1:15 | 3 rd hour (90) & lunch (30) 11:15-1:15 |
| 3 rd hour Dismissal (10) 1:15-1:25 | 6 th hour Dismissal (10) 1:15-1:25 | | 6 th hour Dismissal (10) 1:15-1:25 | 3 rd hour Dismissal (10) 1:15-1:25 |
| Busses Run at 1:25 | Busses Run at 1:25 | | Busses Run at 1:25 | Busses Run at 1:25 |
| Student support (45) VIRTUAL 1:25 – 2:10 | Student support (50) VIRTUAL 1:25 – 2:15 | Teacher team collaboration and professional learning | Student support (45) VIRTUAL 1:25 - 2:10 | Student support (50) VIRTUAL 1.25 - 2:15 |
| Teacher team collaboration and professional learning 2:10-2:40 | Teacher planning (25) 2:15-2:40 | 1:25 - 2:40 | Teacher team collaboration and professional learning 2:10-2:40 | Teacher planning (25) 2:15-2:40 |

HYBRID 50% students RETURN

Late MS Schedule - BAKER & SMITH

| Monday | Tuesday | Wednesday | Thursday | Friday |
|---|---|--|---|---|
| A day (hours 1-3) | 8 day (hours 4-6) | A day (hours 1-3) | B day (hours 4-6) | A day (hours 1-3) |
| Students A-K last name IN PERSON Attendance Students last names L-Z VIRTUAL Attendance | Students A-K last name IN PERSON Attendance Students last names L-Z VIRTUAL Attendance | ALL STUDENTS VIRTUAL Attendance | Students L-Z last name IN PERSON Attendance Students last names A-K VIRTUAL Attendance | Students L-Z last name IN PERSON Attendance Students last names A-I VIRTUAL Attendance |
| Teachers Report 7:55 am | Teachers Report 7:55 am | | Teachers Report 7:55 am | Teachers Report 7:55 am |
| 1st hour (90) 8:20-9:50 | 4 th hour (90) 8:20-9:50 | 1st hour (90) 8:20-9:50 | 4th hour (90) 8:20-9:50 | 1s hour (90) 8:20-9:50 |
| Passing time (10) | Passing time (10) | Passing time (10) | Passing time (10) | Passing time (10) |
| 2 rd hour (90) & lunch (30) 10:00 – 12:00 | 5 th hour (90) & lunch (30) 10:00 – 12:00 | 2 nd hour (90) 10:00 – 11:30 | 5 th hour (90) & lunch (30) 10:00 – 12:00 | 2 nd hour (90) & lunch (30) 10:00 – 12:00 |
| Passing time (10) | Passing time (10) | Lunch (40) 11:30-12:10 | Passing time (10) | Passing time (10) |
| 3 rd hour (90) 12:10-1:40 | 6 th hour (90) 12:10-1:40 | 3 rd hour (90) 12:10-1:40 | 6 th hour (90) 12:10-1:40 | 3 rd hour (90) 12:10-1:40 |
| 3 rd hour Dismissal (10) 1:40-1:50 | 6 th hour Dismissal (10) 1:40-1:50 | | 6 th hour Dismissal (10) 1:40-1:50 | 3 rd hour Dismissal (10) 1:40-1:50 |
| Busses Run at 1:50 | Busses Run at 1:50 | | Busses Run at 1:50 | Busses Run at 1:50 |
| Student support (45) VIRTUAL 1:50 – 2:35 | Student support (50) VIRTUAL 1:50 – 2:40 | Teacher team collaboration and professional learning | Student support (45) VIRTUAL 1:50 - 2:35 | Student support (50) VIRTUAL 1:50 – 2:40 |
| Teacher team collaboration and professional learning (30) 2:35-3:05 | Teacher planning (25) 2;40-3;05 | (40) 1:50-3:05 | Teacher team collaboration and professional learning (30) 2:35-3:05 | Teacher planning (25) 2:40-3:05 |

HYBRID 50% students RETURN

HS Schedule

| Monday | Tuesday | Wednesday | Thursday | Friday |
|--|--|---------------------------|--|---|
| A day (hours 1-3) | B day (hours 4-6) | A day (hours 1-3) | B day (hours 4-6) | A day (hours 1-3) |
| Students A-K last | Students A-K last | ALL STUDENTS | Students L-Z last | Students L-Z last |
| name IN PERSON | name IN PERSON | VIRTUAL | name IN PERSON | name IN PERSON |
| Attendance | Attendance | Attendance | Attendance | Attendance |
| Students last names L-Z VIRTUAL Attendance | Students last names L-Z VIRTUAL Attendance | | A-K VIRTUAL Attendance | Students last name A-K VIRTUAL Attendance |
| Teachers Report | Teachers Report | | Teachers Report | Teachers Report |
| 7:00 am | 7:00 am | | 7:00 am | 7:00 am |
| 1* hour (90) | 4 th hour (90) | 1st hour (90) | 4 th hour (90) | 1st hour (90) |
| 7:20-8:50 | 7:20-8:50 | 7:20-8:50 | 7:20-8:50 | 7:20-8:50 |
| Passing time (10) | Passing time (10) | Passing time (10) | Passing time (10) | Passing time (10) |
| 2 nd hour (90) | 5 th hour (90) | 2 nd hour (90) | 5th hour (90) | 2 rd hour (90) |
| 9:00-10:30 | 9:00-10:30 | 9:00-10:30 | 9:00-10:30 | 9:00-10:30 |
| Passing time (10) | Passing time (10) | Passing time (10) | Passing time (10) | Passing time (10) |
| 3rd hour (90) | 6th (90) | 3 rd hour (90) | 6th (90) | |
| 10:40-12:10 | 10:40-12:10 | 10:40-12:10 | 10:40-12:10 | 10:40-12:10 |
| 3 rd hour dismissal | 6 th hour dismissal | | 3 rd hour dismissal | 6th hour dismissal |
| (10) | (10) | | (10) | (10) |
| 12:10-12:20 | 12:10-12:20 | | 12:10-12:20 | 12:10-12:20 |
| Lunch: Grab to go | Lunch: Grab to go | | Lunch: Grab to go | Lunch: Grab to go |
| Busses Run at 12:25 | Busses Run at 12:25 | | Busses Run at 12:25 | Busses Run at 12:25 |
| Teacher Duty Free | Teacher Duty Free | Teacher Duty Free | Teacher Duty Free | Teacher Duty Free |
| lunch 12:20-12:50 | Junch 12:20-12:50 | Junch 12:10-12:40 | Junch 12:10:12:50 | lunch 12:10-12:50 |
| Student Support & | Student Support & | Teacher team | Student Support & | Student Support & |
| Intervention (45) | Intervention (50) | collaboration and | Intervention (45) | Intervention (50) |
| 12:55 – 1:40 | 12:55 – 1:45 | professional | 12:45 – 1:40 | 12:45 – 1:45 |
| VIRTUAL | VIRTUAL | learning | VIRTUAL | VIRTUAL |
| Teacher team collaboration and professional learning 1:40-2:10 | Teacher planning (25) 1:45-2:10 | 12:45 – 2:10 | Teacher team collaboration and professional learning 1:30-2:10 | Teacher planning (25) 1:45-2:10 |

Hybrid High School

Half Day A Day (Classes 1-3)

All Half Days are VIRTUAL ONLY

90 minute classes

| 1 st Hour | 7:20-8:50 |
|----------------------|-------------|
| 2 nd Hour | 9:00-10:30 |
| 3 rd Hour | 10:40-12:10 |
| Teacher Lunch | 12:10-12:40 |
| PD | 12:40-2:10 |

Hybrid EARLY MS: BOULAN PARK & LARSON

Half Day A Day (Classes 1-3) (65 min classes)

All Half Days are VIRTUAL ONLY

| 1 st Hour | 7:55-9:00 |
|----------------------|-------------|
| 2 nd Hour | 9:10-10:15 |
| 3 rd Hour | 10:25-11:30 |

Hybrid LATE MS: SMITH MS & BAKER MS

Half Day A Day (Classes 1-3) (65 min classes)

All Half Days are VIRTUAL ONLY

| 1 st Hour | 8:20-9:25 |
|----------------------|-------------|
| 2 nd Hour | 9:35-10:40 |
| 3 rd Hour | 10:50-11:55 |

Count Day ALL Day (Full day all classes 1-6) (50 min classes)

October 7th - VIRTUAL ONLY

| 1 st Hour | 7:20-8:10 |
|--|-------------|
| 2 nd Hour | 8:20-9:10 |
| BREAK 15 MIN | |
| 3 rd Hour | 9:25-10:15 |
| 4 th Hour | 10:25-11:15 |
| LUNCH 30 MIN | |
| 5 th Hour | 11:45-12:35 |
| 6 th Hour | 12:45-1:35 |
| Professional Learning & Teacher Collaboration | 1:35-2:10 |



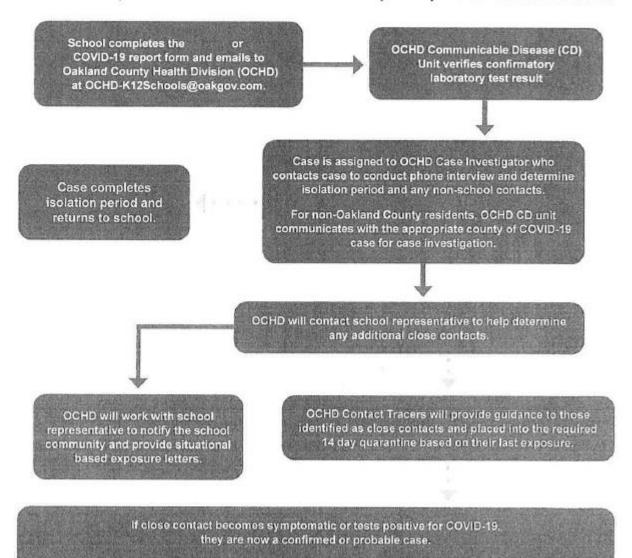


HOW TO REPORT A COVID-19 CASE AT SCHOOL

Appropriate 25

Updated 9/18/20

Follow the steps below if a student or staff member reports a positive result of COVID-19.



If close contact does not develop symptoms they complete quarantine period and can return to school.

NUMBER STATEMENT AND THE NUMBER OF THE STATEMENT OF THE S



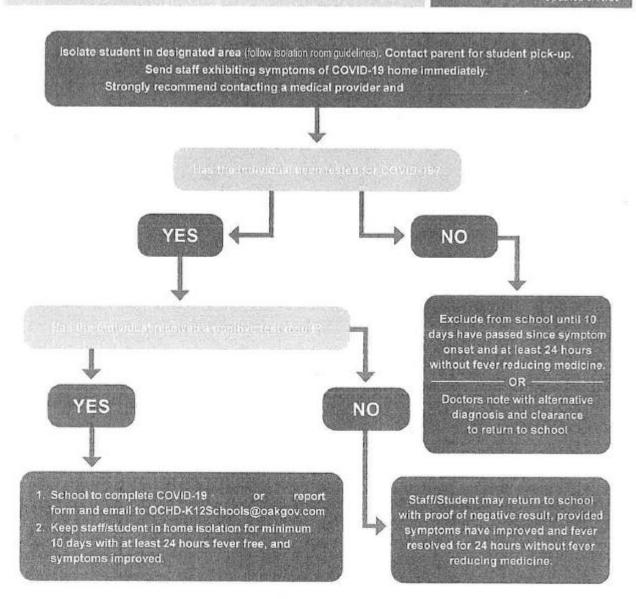
The Oakland County Health Division with not dany participation in its pragram based on race, sex, religion, notional origin, age or disability. State and federal eligibility requirements apply for certain programs.





WHAT DO SCHOOLS DO WHEN COVID-19 SYMPTOMS OCCUR AT SCHOOL?

Updated 9/18/20



*CDC lists COVID19 symptoms as: https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html. School nurse should consider pre-existing conditions that may cause similar symptoms, such as asthma, allergies, etc.

NOTE: ON CALL PUBLIC HEACTH TO CONTINUE SECOND STORM AND COMPACT OF THE COMPACT OF T



The Oakland County Health Division will not deny periologistion in its programs based on race, sex, religion, national origin, age of disability. State and federal eligibility requirements apply for certain programs.





SHOULD I REPORT TO SCHOOL?

Updated 9/18/20

START HERE NO NO YES YES Stay at home for at least 10 days from the first date YES NO of symptoms OR 10 days from your test date if you have no symptoms AND if you have been fever free for 24 hours without the use of fever REPORT YES NO reducing medication. TO SCHOOL A NEGATIVE test is NOT REQUIRED to return to school. 1. Stay at home. 2. Monitor your temperature 3. Contact your healthcare provider for evaluation Stay at home for 14 days after the last exposure to the positive case of COVID-19 and need for testing. You AND monitor for symptoms taking temperature twice a day for a minimum of 14 days. (If at any point your child's temperature is 100.0 or higher, or your child starts developing symptoms, contact your healthcare provider.) Return to school may return to school with but monitor for signs a note from your doctor if and symptoms up to symptoms subside AND 14 days. If symptoms you have been fever free develop, quarantine for 24 hours without fever at least 14 days from reducing medication. May return to school after 14 days if no the onset of symptoms AND until fever free symptoms develop. A NEGATIVE test is NOT All healthy siblings may REQUIRED to return to school. for 24 hours without continue attending school using fever reducing while ill student is evaluated All healthy siblings should be sent home while medication. for COVID-19 infection. ill student is evaluated for COVID-19 infection.

NUMERON CALIFORNICHIAITH INFORMATION 800 848.5533 NOC@OAKGOV.com
OAKGOV.COM/HEALTH



The Cakland County Health Division will not deny participation in its programs based on race, sex, religion, national origin, age or disability. State and federal eligibility requirements apply for certain programs.

LETTER OF AGREEMENT between TROY EDUCATION ASSOCIATION and the TROY SCHOOL DISTRICT

RE: \$500 TEA Off Schedule Payment Fall 2020

It is agreed that the Troy Education Association (TEA) and the Troy School District (TSD) will delay the \$500 TEA Off-Schedule Payment from the September 4, 2020 pay to the September 18, 2020 pay due to the complexities of the September 4th pay period.

SIGNATURES

TROY SCHOOL DISTRICT

John Pagel

Date: 9/2/2020

TROY EDUCATION ASSOCIATION

y: Jong due

Date: 9 . 2 . 2020

LETTER OF AGREEMENT between TROY EDUCATION ASSOCIATION and the TROY SCHOOL DISTRICT

RE: Contingency Learning Plan (CLP) for 2020-2021

Due to the COVID-19 pandemic, the parties agree to the following adjustments to the 2020-2021 Collective Bargaining Agreement to address the changes in working conditions related to the implementation of a special education initiative to support student learning. The parties agree that the following revisions to the CBA are for the 2020-2021 school year, and that the provisions will expire on June 17, 2021. The parties further agree to meet as needed to adjust this LOA to address any modifications necessary to implement the TSD virtual model.

Definition

- 1. Contingency Learning Plan (CLP) is a supplemental learning plan.
- 2. The CLP shall be referenced in the IEP, but it is developed outside of the IEP process and document.
- 3. Each student with an IEP in place will have a CLP designed and implemented to support student learning during the COVID-19 pandemic.
- 4. The Michigan Department of Education is recommending that all school districts provide CLP for students who currently have an IEP.

Special Education Teachers and Ancillary Support Personnel Expectations

- 1. The District will provide teachers with a template of a CLP to provide to parents.
- 2. The CLP outlines the specific supports that are needed during the various phases of the COVID-19 pandemic.
- 3. As phases change, the CLP process may need to be adjusted.
- 4. Parents are invited to be part of the CLP process.
- 5. Teachers may need to schedule a meeting(s) with parents and pertinent support personnel to develop the plan.
- 6. Teachers will utilize their workday schedules, including Leadership period to accomplish this task.
- 7. The CLP will become part of the student's file and should be uploaded to PowerSchool.
- 8. The deadline for the completion of all CLP documents is October 23, 2020.
- 9. Special education teachers will notify a general education teacher if there are modifications to the accommodations in the general education classroom.

Compensation

- 1. Teachers will be paid the current Schedule D curriculum rate of pay to complete necessary CLP paperwork and conduct CLP related meetings outside of the contractual workday.
- 2. Teachers will be required to track their hours and to supply the District with a completed timesheet.

All other provisions of the current collective bargaining agreement will remain in effect. Should an unforeseen issue arise not covered by this LOA, the parties agree to maintain current contract language until the parties have an opportunity to meet to discuss the issue, and if possible, remediate the concerns (Article 25.6).

This Letter of Agreement shall remain in effect until June 17, 2021 and is limited to the specific circumstances included herein and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

SIGNATURES

| TROYS | SCHOOL DISTRICT | TROY EDUCATION ASSOCIATION |
|-------|-----------------|----------------------------|
| Ву: | Softall | Jour Jucchi |
| Date: | 9-25-2020 | Date: 9.25.2020 |

LETTER OF AGREEMENT between TROY EDUCATION ASSOCIATION and the TROY SCHOOL DISTRICT

RE: Special Education Electronic Service Log for 2020-2021

Due to the COVID-19 pandemic, the parties agree to the following adjustments to the 2020-2021 Collective Bargaining Agreement to address the changes in working conditions related to the implementation of District learning plans for instruction. The parties agree that the following revisions to the CBA are for the 2020-2021 school year, and that the provisions will expire on June 17, 2021. The parties further agree to meet as needed to adjust this LOA to address any modifications necessary to implement the District's virtual model.

Definition

A documentation of student supports and services as proscribed in the child's Individual Education Plan (IEP) and/or 504 support plans is required during the implementation of the District's virtual learning plan. The log of student interactions, services, and interventions is recommended to provide parties with an accurate record of how each student's IEP and/or 504 has been implemented during the virtual learning plan. The documentation is different than teachers have utilized in the past and requires more time to complete than previous tracking models utilized in the District. The District's document is called an *Electronic Service Log* (Log) and is uniform throughout the District.

Log Requirements

- 1. Teachers will utilize the Log to track all interactions with students weekly.
- 2. A Log entry will exist for each goal area on a weekly basis.
- 3. The Log will be provided by the District electronically.
- 4. The Log will be required to be completed by the end of each work week.
- 5. The Log will replace any previous tracking systems utilized by individual teachers.
- 6. Medicaid documentation will continue to be processed according to state or federal guidelines.
- 7. Teachers will provide the Special Education Department with a copy of each student's Log within forty-eight (48) hours of a written request.

Professional Learning

1. The District will provide teachers with professional learning regarding the electronic document (LOG).

Time Reallocation

Teachers will be allowed to maintain Electronic Service Log requirements by using the designated Student Support or Small Group time allocations as designated in the District Virtual Schedule.

The parties agree to revisit the time allocations of the District Hybrid Schedule to readdress potential time usages to fulfill the requirements of the Electronic Service Log.

All other provisions of the current collective bargaining agreement will remain in effect. Should an unforeseen issue arise not covered by this LOA, the parties agree to maintain current contract language until the parties have an opportunity to meet to discuss the issue, and if possible, remediate the concerns (Article 25.6).

This Letter of Agreement shall remain in effect until June 17, 2021 and is limited to the specific circumstances included herein and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

SIGNATURES

TROY SCHOOL DISTRICT

By:

Date:

TROY EDUCATION ASSOCIATION

Date: 9.25.2

LETTER OF AGREEMENT between TROY EDUCATION ASSOCIATION and the TROY SCHOOL DISTRICT

RE: Secondary Student Support Time for 2020-2021

Due to the COVID-19 pandemic, the parties agree to the following adjustments to the 2020-2021 Collective Bargaining Agreement to address the changes in working conditions related to the implementation of a virtual learning plan. The parties agree that the following revisions to the CBA are for the 2020-2021 school year, and that the provisions will expire on June 17, 2021. The parties further agree to meet as needed to adjust this LOA to address any modifications necessary to implement the TSD virtual model.

Definition

Student Support Time: Daily 1:35-2:20

- 1. Student Support Time is a block of time that all teachers are consistently available for student support.
- 2. Student Support is a time for students to connect with an educator for academic check in/support/academic coaching.
- 3. Teachers will make themselves available via ZOOM for 1:1 or small group meetings.
- 4. Teachers, students, or a student's parent may initiate a meeting for the student during this time.
- 5. Students can request to access teachers through email communication with the teacher.
- 6. Teachers may initiate and require students to attend student support time to guide students through content, topics, or projects where they need additional support.
- 7. Student support time can also be used as a time **in** which students connect with additional support persons including guidance counselors, social workers, school psychologists, special education team, etc.
- 8. Student Support Time is not intended for Parent/Teacher Conferences. This time is for a student to receive additional suppoli from school personnel.

Student Support Time Possible Usages

- 1. Academic check in
- 2. Intervention support: re-teaching, providing different resources or approaches to learning
- 3. Connecting personally with students who are struggling
- 4. Engaging and challenging students who are thriving and ready to tackle more
- 5. Extended dialogue around a topic that students are passionate about
- 6. Extended dialogue around a topic student is struggling with
- 7. Review opportunities for upcoming assessment
- 8. Additional time to complete assignments or receive support on assignments
- 9. Opportunities to make up or retake assessments

- 10. Conferencing on writing/reading
- 11. Goal setting with students

All other provisions of the current collective bargaining agreement will remain in effect. Should an unforeseen issue arise not covered by this LOA, the parties agree to maintain current contract language until the parties have an opportunity to meet to discuss the issue, and if possible, remediate the concerns (Article 25.6).

This Letter of Agreement shall remain in effect until June 17, 2021 and is limited to the specific circumstances included herein and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

SIGNATURES

TROY SCHOOL DISTRICT

By:

John Pagel

Date: <u>0/10/2020</u>

TROY EDUCATION ASSOCIATION

Date:

09/10/2020

LETTER OF AGREEMENT between TROY EDUCATION ASSOCIATION and the TROY SCHOOL DISTRICT

RE: In-Person Instruction

Due to the COVID-19 pandemic, the parties agree to the following adjustments to the 2020-2021 Collective Bargaining Agreement to address the changes in working conditions. The parties agree that the following revisions to the CBA are for the 2020-2021 school year, and that the provisions will expire on June 17, 2021. Should the State of Michigan be placed into Phase III or lower, the parties agree that the provisions of the Virtual Learning Letter of Agreement will take effect. The parties further agree that should the State of Michigan be placed into Phase V or higher, the terms of the current collective bargaining agreement will be followed. The parties further agree to meet as needed to adjust this LOA to address any modifications necessary to implement the TSD phase into live instruction plan.

TCCHS Hybrid Schedule

| A day (hours 1-3) | B day (hours 4-6) | A day (hours 1-3) |
|---|---------------------------|---|
| | | B day (hours 4-6) rotation |
| Teachers Report | Teachers Report | Teachers Report |
| 7:00 am | 7:00 am | 7:00 am |
| 7:20-7:50 | 7:20-7:50 (25) | 7:20-8:50 |
| Teacher collaboration and professional learning | Teacher planning | Teacher collaboration and professional learning |
| 7:50-8:50 | 7:50-8:50 | |
| Student Support | Student Support | |
| Passing time (10) | Passing time (10) | Passing time (10) |
| 2 nd hour (90) | 5 th hour (90) | 2 nd hour (90) |
| 9:00 -10:30 | 9:00-10:30 | 9:00-10:30 |
| Passing time (10) | Passing time (10) | Passing time (10) |
| 3 rd hour (90) | 6 th (90) | 3 rd hour (90) |
| 10:40-12:10 | 10:40-12:10 | 10:40-12:10 |
| Lunch 12:10-12:40 | Lunch 12:10-12:40 | Lunch 12:10-12:40 |
| 1st hour (90) | 4 th hour (90) | 1st hour (90) |
| 12:40-2:10 | 12:40-2:10 | 12:40-2:10 |

The remaining provisions of the TCCHS return to in-person instruction are commensurate with the provisions in the district Hybrid Letter of Agreement

All other provisions of the current collective bargaining agreement will remain in effect. Should an unforeseen issue arise not covered by this LOA, the parties agree to maintain current contract language until the parties have an opportunity to meet to discuss the issue, and if possible, remediate the concerns (Article 25.6).

This Letter of Agreement shall remain in effect until June 17, 2021 and is limited to the specific circumstances included herein and shall not establish a precedent or be used by any party as evidence of past practice between the parties.

SIGNATURES

TROY SCHOOL DISTRICT

By:

Date:

TROY EDUCATION ASSOCIATION

Date:

9.25.202

Troy School District 2020/2021 Calendar

| AUGUST Tuesday Wednesday | 25 26 | K-12 Teacher Professional Learning; No School for Students K-5 Teacher Workday; 6-12 Teacher Professional Learning; No School for Students |
|---------------------------------------|--------------|--|
| Thursday | 27 | 6-12 Teacher Workday; K-5 Professional Learning; No School for Students |
| CEDTEMPED | , | |
| SEPTEMBER Tuesday | 1 | K-12 Students – AM only; AM Only Elementary Specials Teachers Management Day; PM Teacher Workday |
| Wednesday Thursday | 2 | K-12 Students/Teachers - Full Day K-12 Students/Teachers - Full Day |
| Friday | 4 | No School – K-12 Students/Teachers |
| Monday Tuesday Wednesday | 7 8 30 | Labor Day - K-12 Students/Teachers - No School K-12 Students/Teachers - Full Day K-12 Students - Half Day (1); K-12 PM Teacher Professional Learning |
| OCTOBER | | |
| Thursday | 15 | K-8 Students - Full Day; 9-12 Students - AM Only 9-12 Conferences – Afternoon and Evening |
| Wednesday Thursday | 21 22 | 6-8 Conferences – Evening Only K-5 and 9-12 Students - Full Day; 6-8 Students - AM Only |
| Friday | 23 | 6-8 Conferences – Afternoon and Evening K-5 and 9-12 Students - Full Day; 6-8 Students - AM Only; 6-8 PM Teacher Compensatory Time |
| Wednesday | 28 | K-5 Students - AM Only; 6-12 Students - Full Day K-5 Conferences - Afternoon and Evening |
| Thursday | 29 | K-5 Students - AM Only; 6-12 Students - Full Day K-5 Conferences - Afternoon and Evening |
| NOVEMBED | | |
| NOVEMBER Thursday | 5 | 6-12 End of First Marking Period |
| Friday | 6 | 6-12 Students - No School; K-5 Students - Full Day; 6-12 AM Teacher Workday |
| Wednesday | 25 | No School for Students; K-12 Full Day Teacher Compensatory Time |
| Thursday | 26 | Thanksgiving Recess - No School |
| Monday | 30 | K-12 Students/Teachers – School Resumes Full Day |
| DECEMBER | | |
| Thursday | 3 | K-5 End of Reporting Period #1/3 |
| Friday | 4 | K-5 Students - No School; 6-12 Students - Full Day; K-5 AM Teacher Workday |
| Friday | 18 | Last Full Day before Winter Recess for K-12 Students/Teachers |
| Monday | 21 | Winter Recess Begins |
| JANUARY | | |
| Monday | 4 | K-12 Students/Teachers – School Resumes Full Day |
| Monday | 18 | Martin Luther King, Jr. Day – K-12 Students/Teachers – No School |
| Tuesday | 19 | K-8 Students – Full Day; 9-12 Students - AM Only (HS Exams); 9-12 - PM Teacher Workday |
| Wednesday | 20 | K-8 Students – Full Day; 9-12 Students - AM Only (HS Exams); 9-12 - PM Teacher Workday |
| Thursday | 21 | K-5 Students – Full Day; 6-12 Students - AM Only (HS Exams); 6-12 - PM Teacher Workday; 6-12 End of First Semester |
| Friday | 22 | 6-12 Students - No School; K-5 Students - Full Day; 6-12 Full Teacher Workday |
| | | 203 |

| FEBRUARY Monday Monday Wednesday | 1 15 17 | K-12 Students – No School; K-12 PM Teacher Professional Learning Mid-Winter Recess Begins School Resumes – Full Day |
|---|---------------|--|
| <u>MARCH</u> | | |
| Thursday Friday | 4 5 | 9-12 Spring Conferences – Evening Only; K-5 End of Reporting Period #2/3 K-5 Students – No School; K-5 End of Reporting Period #2/3; 6-12 Students |
| Tiluay | J | Full Day; K-5 Full Teacher Workday |
| Thursday | 11 | 6-8 Conferences – Evening Only |
| Thursday | 18 | K-5 Students – AM Only; 6-12 Students – Full Day; K-5 Conferences – Afternoon and Evening |
| Thursday | 25 | 6-12 End of Third Marking Period; Last Full Day before Spring Break for K-12 |
| , | | Students/Teachers |
| Friday | 26 | K-12 Students – No School; 6-12 AM Teacher Workday; K-5 AM Teacher |
| | | Compensatory Time |
| | | Spring Break Begins for K-12 Students |
| APRIL | | |
| Monday | 5 | School Resumes - Full Day |
| Tuesday | 13 | High School SAT Testing: Sophomores and Juniors Report No School – Freshman and Seniors |
| Wednesday | 14 | High School SAT Testing: Freshman and Juniors Report |
| , | | No School – Sophomores and Seniors |
| Thursday | 22 | K-12 Students – Half Day (2); K-12 PM Teacher Professional Learning |
| <u>MAY</u> | | |
| Wednesday | 31 | Memorial Day – K-12 Students/Teachers No School |
| JUNE | | |
| Monday | 14 | K-12 Students AM Only (HS Exams); 6-12 PM Teacher Workday; |
| Tuesday | 15 | K-5 PM Teacher Management Day K-12 Students – AM Only (HS Exams); K-12 PM Teacher Workday |
| Wednesday | 16 | K-12 Students – AM Only (HS Exams); K-12 PM Teacher Workday; |
| cancoady | 10 | T. J. Collaboration of Exercise, R. 12 Thi Teacher Workday, |

6-12 MARKING PERIOD END DATES:

| First Marking PeriodThursday, November 5; Grades Due Tuesday, November |
|---|
| 10 Second Marking PeriodThursday, January 21; Grades Due Tuesday, January |
| 26 Third Marking PeriodThursday, March 25; Grades Due Tuesday, April 6 |
| Fourth Marking PeriodWednesday, June 16; Grades Due Tuesday, June 22 |

Teacher Checkout Upon Completion

K-5 MARKING PERIOD END DATES:

First Marking Period......Thursday, December 3; Grades Due Tuesday, December 8 Second Marking Period......Thursday, March 4; Grades Due Tuesday, March 9 Third Marking Period......Wednesday, June 16; Grades Due Tuesday, June 22

| Month | 7 | Teacher Days | ; | Student Days | | | |
|-----------|------|--------------|------|--------------|-----|------|----------------------------------|
| | K-5 | 6-8 | 9-12 | K-5 | 6-8 | 9-12 | |
| August | 3 | 3 | 3 | 1* | 1* | 1* | *8-25 PD Counted as student day. |
| September | 20 | 20 | 20 | 20 | 20 | 20 | |
| October | 22 | 22 | 22 | 22 | 22 | 22 | |
| November | 19 | 18.5 | 18.5 | 18 | 17 | 17 | |
| December | 13.5 | 14 | 14 | 13 | 14 | 14 | |
| January | 19 | 19 | 19 | 19 | 18 | 18 | |
| February | 18 | 18 | 18 | 18* | 18* | 18* | *2-1 PD Counted as student day. |
| March | 19.5 | 19.5 | 19.5 | 18 | 19 | 19 | |
| April | 20 | 20 | 20 | 20 | 20 | 20 | |
| May | 20 | 20 | 20 | 20 | 20 | 20 | |
| June | 12 | 12 | 12 | 12 | 12 | 12 | |
| TOTAL | 186 | 186 | 186 | 181 | 181 | 181 | |

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