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# Table of Contents

	<u>PAGE</u>
INTRODUCTION . . . . .	1 -
ARTICLE I RECOGNITION . . . . .	1 - 4
ARTICLE II TEACHER RIGHTS . . . . .	5 - 6
ARTICLE III BOARD RIGHTS . . . . .	7
ARTICLE IV PROFESSIONAL COMPENSATION . . . . .	8 - 9
ARTICLE V REQUIREMENTS FOR EMPLOYMENT . . . . .	10
ARTICLE VI TEACHING HOURS . . . . .	11 - 12
ARTICLE VII TEACHING LOADS AND ASSIGNMENTS . . . . .	13
ARTICLE VIII TEACHING CONDITIONS . . . . .	14 - 20
ARTICLE IX VACANCIES AND PROMOTIONS . . . . .	21 - 22
ARTICLE X TRANSFERS . . . . .	23
ARTICLE XI REDUCTION IN PERSONNEL: SENIORITY & RECALL . . . . .	24 - 26
ARTICLE XII LEAVES OF ABSENCE . . . . .	27 - 28
ARTICLE XIII MATERNITY LEAVE . . . . .	29 - 30
ARTICLE XIV SABBATICAL LEAVE . . . . .	31
ARTICLE XV RETIREMENT . . . . .	32 - 33
ARTICLE XVI EVALUATION . . . . .	34 - 36

Terrence Paul Schaefer

ARTICLE XVII  
PROTECTION OF TEACHERS . . . . . 37

ARTICLE XVIII  
CALENDAR . . . . . 38

ARTICLE XIX  
PROFESSIONAL GRIEVANCE PROCEDURE . . . . . 39 - 40

ARTICLE XX  
MISCELLANEOUS PROVISIONS . . . . . 41 - 42

ARTICLE XXI  
ACADEMIC FREEDOM . . . . . 43

ARTICLE XXII  
DEPARTMENT CHAIRPERSONS, SECONDARY . . . . . 44

ARTICLE XXIII  
SALARY SCHEDULE . . . . . 45 - 48

ARTICLE XXIV  
BENEFITS . . . . . 49 - 51

ARTICLE XXV  
EXTENDED PROFESSIONAL SERVICES . . . . . 52 - 54

ARTICLE XXVI  
DURATION OF AGREEMENT . . . . . 55

APPENDIX A  
FORMAL GRIEVANCE REPORT FORM . . . . . 56 - 57

APPENDIX B  
SCHOOL CALENDAR --

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY



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

This Agreement entered into this first day of September, 1990, by and between the Board of Education of the Tecumseh, Michigan's Public School, hereinafter called the "Board" and the Lenawee County Education Association, TEA, MEA-NEA, hereinafter called the "Association."

WITNESSETH

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Tecumseh is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and:

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

Whereas, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and:

Whereas, the parties, following extended and deliberate professional negotiations, have reached certain understanding which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I -- RECOGNITION

- A. The Board hereby recognizes the Lenawee County Education Association, TEA, MEA-NEA, as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified professional personnel, including personnel on tenure, probationary teachers, permanent substitute teachers, guidance counselors, and librarians; but excluding the superintendent, assistant superintendents, principals, assistant principals, director of athletics and student activities, supervisors, office clericals, confidential employees, and all other employees of the district. The term "teacher" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as defined above.

A permanent substitute shall be defined as a substitute teacher in the same position on a full-time basis for a period of sixty (60) work days. However, if a position is known to be open as a result of an approved



ARTICLE I -- RECOGNITION (cont.)

leave for a minimum of forty-five (45) successive work days, then the substitute shall be placed under contract at the start of their employment. If a substitute is filling a shorter term opening which results in employment beyond sixty (60) work days, then an adjustment shall be made retro-active to the first day of employment in said position.

B. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this agreement.

C. Any bargaining unit member who is a member of the Association or who has applied for membership may sign and deliver to the Business Office an assignment authorizing deduction of professional dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing by the bargaining unit member to the Association with the indicated copy to the Business Office. Pursuant to such authorization, the Business Office shall deduct one-twentieth (1/20th) of such dues starting with the second (2nd) payroll in September and continuing for nineteen (19) pay periods thereafter.

1. Bargaining unit members employed after the commencement of the school year shall have deductions appropriately pro-rated to complete payments by the following June.

2. Any bargaining unit member who shall not perform services for an entire month of the school year shall have his/her dues reduced by one-tenth (1/10th) of the yearly dues for the entire month not worked, except where the failure to perform services during any month was the result of the bargaining unit member taking any paid leave of absence or sick leave as provided in this Agreement.

3. The Association shall certify in writing to the Business Office on or before the first (1st) payroll in September the amount of United Profession dues. After the deductions have been made, they shall be remitted to the Association within one week.

D. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) calendar days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to said policy.

1. The Service Fee shall not exceed the amount of the Association dues collected from Association members.

2. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided.



ARTICLE I -- RECOGNITION (cont.)

3. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, upon completion of the procedures contained in paragraph E. and pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association.
  4. The Association shall hold the Board harmless for any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the Agency Shop Agreement herein contained. The foregoing shall also include witness fees, attorney fees or any other costs incidental to its prosecution or defense. It is understood that the Board will consult with the Association with respect to compromising or settling claims made against the Board under the agency fee clause.
- E. In the event there is a change in the status of the law, so that mandatory deduction from wages pursuant to the paragraph above is prohibited, the Employer, at the request of the Association, shall terminate the employment of a bargaining unit member who refuses to authorize the deduction of the Service Fee. The termination of employment shall not occur until the procedures set forth in paragraph G have been fully met. The parties expressly agree that failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- F. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." The Policy, applies only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.
- G. The Association in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277 (7) shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and shall advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the Service Fee or authorize deduction for same, the Association may request the Board to make the deduction. The Board upon receipt of the request for an involuntary deduction shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the Service Fee to the Association or has authorized payroll deduction for same.



ARTICLE I -- RECOGNITION (cont.)

- H. The provisions of paragraph G shall apply equally in the event the Association seeks the discharge of the bargaining unit member, if mandatory deduction is not permitted by law.
- I. With respect to all sums deducted by the Employer pursuant to MCLA 408.477; MSA 17.277 (7) whether for membership dues or the Service Fee, the Employer agrees to remit said sums to the Association accompanied by an alphabetical list of bargaining unit members for whom such deductions have been made categorizing them as to member or non-members in the Association. The Association agrees to advise the Employer of all members of the Association in good standing and to furnish any other information needed by the Employer to fulfill the provisions of this Article and not otherwise available to the Employer.
- J. The Association shall indemnify and save the Board harmless for all sums improperly checked off and remitted to the Association plus any costs, including attorney's fees incurred by the Board in connection therewith.
- K. Teachers may continue to sign authorizations for payroll deduction for credit union, savings, insurance and Board approved Tax Sheltered Annuities.



## ARTICLE II -- TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every teacher employed by the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under cover of the Law of the State of Michigan, the Board undertakes and 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 employment laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Board or his/her institution of any grievance, under this agreement.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. The Association and its members shall have the right to use school building facilities, before school, lunch hours, after school, planning time and/or conference hours, evenings, and any day school is not in session, while this contract is in full force and effect. Arrangements for use of facilities must be made in advance with the Building Principal or his/her designee in the absence of the Building Principal. No teacher shall be prevented from wearing pins, insignia, or other identification of membership in the Association either on or off school premises. A bulletin board will be provided in each teachers' lounge on which the Association can display professional materials that meet the following criteria: notices of Association meetings, elections, services and committees. Any materials which are derogatory to anyone in the school system or board members shall not be allowed to be posted.
- D. The Board agrees to furnish to the Association in response to requests from time to time five copies of all available information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other available information as will assist the Association in developing intelligent, accurately informed and constructive programs on behalf of their teachers and their students.

For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative or legal proceedings, including but not limited to grievances and tenure proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his/her personnel file as defined by the Bullard-Plawewski Employer Right to Know Act (397 of 1978). A representative of the Association may accompany and assist the teacher in this regard. Before personnel files may be disclosed to the Association, written authorization shall be made by the teacher concerned to the appropriate administrator.



- E. No teacher shall be disciplined, reprimanded, or reduced in compensation without just cause. All information forming the basis for disciplinary action will be made available to the teacher and/or the Association as authorized by said teacher. This provision shall not apply to the non-renewal of extra duty assignments or to the reduction in staff due to economic reasons.
- F. A teacher may demand the presences of an area (building) representative of the Association (or a designated alternate) when said teacher is being disciplined or reprimanded for delinquency in professional performance. Before such disciplinary action, the teacher shall be advised of the nature of the pending action and further advised of his/her right to have an Association representative present. Administrators shall schedule such actions during the teacher's planning or conference period and/or before or after school to avoid times that will interfere with teacher's teaching responsibilities. The foregoing shall not restrict in any way the employer's right to call a conference with a teacher for the purpose of any non-disciplinary oral counseling or discussion.
- G. The Association shall have representation in the selection process for building principals and central office administrators. However, the final determination lies with the Superintendent and Board of Education.
- H. The Association may use interschool mail service and Teachers' mail boxes to communicate with Teachers.



ARTICLE III -- BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States; including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the school day;
  2. To hire all employees and subject to the provision of law, and this contract, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
  3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board, and in agreement with all other provisions of this contract;
  4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
  5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.



ARTICLE IV -- PROFESSIONAL COMPENSATION

- A. The salaries of teachers are covered by this agreement in Article XXIII.
- B. The salary schedule is based upon a normal weekly teaching load, as herein defined, and extending no more than 180 teaching days, but not to exceed 190 school contract days, in which pupils are receiving classroom instruction during negotiated teaching hours.
- C. Credit on salary scale shall accrue only when a person is working or on paid leave. An employee working or on paid leave 45 days or more shall receive credit for a half step placement and an employee working or on paid leave 90 days or more shall receive credit for a full year placement.
- D. To aid the teacher in maintaining professional growth, the Board shall pay up to \$83 per semester hour providing the teacher is under contract with the Board before the course is taken and remains under contract with the Board for one semester after the completion of the course. A teacher may be reimbursed for up to sixteen (16) semester hours (2/3 is for term hours of credit) per year, not to exceed four (4) hours for each term/semester. Only graduate hours that are previously approved by the Assistant Superintendent will be considered for reimbursement. C.E.U.'s will not be considered for reimbursement unless prior approval is given by the Assistant Superintendent for Instruction. When fifteen (15) hours or more credit have been earned by a teacher accepted by a College or University in an advanced degree program beyond the Masters degree, the person will be placed upon the MA + 15 schedule. Enrollment in an advanced degree program may be waived by the Assistant Superintendent for Instruction. If waived, the fifteen (15) graduate hours beyond the Masters degree must be taken within a five year period from the waiver and additional hours of graduate credit must consist of such courses as will insure the teacher's understanding of educational psychology, improve facility in teaching technique and/or broaden experience in subject fields. Such credit shall be directly related to the individual's teaching fields and shall be subject to approval of the Assistant Superintendent for Instruction.
- E. Tecumseh Public Schools will not reimburse a teacher for undergraduate or graduate work done to satisfy North Central Association, and University of Michigan accreditation or Department of Education certification requirements. However, if the central administration requests a teacher to attend a class, the Board will pay the tuition upon proof of payment and successful completion of the requested class.
- F. Wage compensation for teaching (classroom teaching) by instructional personnel beyond the 190 day school year shall be negotiated by the Association. No wage negotiations for instructional personnel beyond the 190 day school year shall take place until the Master Contract and Basic Salary plans have been ratified.
- G. Except in the case of a layoff, personal teacher's assignments specifying grade or subjects to be taught the following academic year, will be



ARTICLE IV -- PROFESSIONAL COMPENSATION (cont.)

issued prior to the close of the present academic year. Contracts shall be issued prior to August 1 and shall be subject to change thereafter only upon mutual agreement.

- H. A teacher engaged during the school day in negotiation in behalf of the Association at the local level with any representative of the Board or participating in any professional grievance negotiation at the local level shall be released from regular duties without loss of salary or leave.
- I. All teachers shall attend in-service training days in accordance with the negotiated calendar.
- J. Additional days for attending a specialized conference or visitation of an educational nature may be granted if agreement is reached between the representative of the Board and the teacher. This day would not cause loss of leave or salary. Mileage for a specialized conference will be paid by the Board at the current rate. The total amount of funds available for use by the teachers of each school shall be communicated by the building principal upon adoption of the final school district budget and posted in each school.
- K. Association officers shall have ten (10) released days with pay to attend conferences scheduled during school hours. The Association shall provide the Employer with a list by October 1 of each contract year of specified office holders.
- L. Duly authorized and designated representatives of the Association (one (1) per building, and President, Grievance Chairperson, Bargaining Chairperson, Salary Chairperson, and Secretary) shall be permitted to transact official Association business during his/her conference or planning period, providing this does not interfere with nor interrupt normal school operations, and providing this employee informs the building principal when said business necessitates leaving the building.
- M. The following holidays shall be observed and no teacher is required to report for duty unless paid at his contracted rate per day: any day for which school laws of Michigan allow membership without school attendance and therefore a portion of required 190 school contract days as stated in this Article, Section B. In addition Good Friday shall be considered a holiday. Each school calendar shall be negotiated yearly regardless of the duration of this agreement.
- N. Building representatives or designated alternates shall be allowed release time without loss of pay whenever their presence is requested by a teacher who is being disciplined as described in the Teacher Rights Article, Section F. of this agreement.



ARTICLE V -- REQUIREMENTS FOR EMPLOYMENT

- A. Only those persons who hold at least a bachelor's degree and acceptable State Teacher's Certificate shall be considered for a contracted position on the instructional staff of the system.
1. In order to teach in the Junior or Senior High School, teachers must be certified and qualified as specified in Article XI, K. An "assignment" in the Junior High requires a major or minor or experience as specified in Article XI, K. in at least a majority of the teacher's classes."
  2. In the elementary schools art, music, physical education teachers and librarians shall have a minor in the area taught. If not, the teacher must complete at least the minimum number of hours for a minor in that subject by the end of three (3) years in our system at the rate of at least six (6) semester hours per year until completed.
- B. The Board reserves the right to require a statement from a physician licensed to practice medicine under the laws of the State of Michigan or Ohio certifying that the teacher is permitted to return to work after absences in excess of three (3) days due to illnesses, injuries, or disabilities. Additionally, in case of suspected abuse of sick leave, the Board reserves the right to require examination of the teacher by a Board approved physician at the expense of the Board to verify an illness. The teacher may submit a statement from his/her own physician at the teacher's expense in cases of suspected abuse; however, such submission does not preclude required examinations by Board paid physicians.
- C. All teaching personnel must file a copy of a birth certificate with the Board at the time of employment.
- D. Teachers holding degrees shall maintain a program to fulfill State requirements for Permanent Certificates, and then to show evidences of further advancement by means of residence study, correspondence work, travel, participation in professional faculty study groups and similar means of professional growth. No full time teacher may carry more than eight (8) semester hours of college credit per semester while employed by the Board during the September to June period of each school year.
- E. Substitute teachers shall have the minimum requirements for special certificates and shall be hired on a day to day basis only. Effort shall be made to hire qualified teachers to substitute in the special areas in the school (art, gym, music). Laid off teachers shall be offered long term substitute positions for which they are certified and qualified prior to the district hiring from the outside.



ARTICLE VI -- TEACHING HOURS

- A. The teacher's normal teaching hours in the secondary school shall be as follows:
1. Teachers shall be in their classroom or assigned duty location no later than fifteen (15) minutes before classes in the morning.
  2. Teachers shall be in their classroom or assigned duty location no later than five (5) minutes before classes start at noon.
  3. Unless permission is granted by the Principal, teachers shall leave school no earlier than fifteen (15) minutes after class terminates.
- B. The teacher's normal teaching hours in the elementary school shall be as follows:
1. Teachers shall be in their classroom or assigned duty location no later than forty (40) minutes before classes start.
  2. Teachers are to return to their classrooms after noon dismissal five (5) minutes before classes start.
  3. Unless permission is granted by the Principal, teachers shall leave school no earlier than fifteen (15) minutes after classes terminate.
  4. Hours of kindergarten teachers shall be fixed by the Superintendent of Schools at the beginning of each semester but in no event shall be longer than the foregoing.
- C. All teachers shall be entitled to a duty-free uninterrupted lunch period. The length of this period is to be the same for each teacher in the individual buildings. The elementary lunch period shall not be less than forty-five (45) minutes and the secondary shall not be less than thirty (30) minutes in length.
- D. Reasonable effort shall be made to provide all teachers in the elementary grades DK-6, with a minimum of 170 minutes of preparation time per week during the school day, when students are in attendance, including time for special classes and recess when the teacher is not required to cover. Teachers in grades 1-3 will be allowed to rotate recess duty in order to achieve the foregoing planning time. Reasonable effort will be made to provide the time in not less than thirty (30) minute blocks and at least one fifteen (15) minute block in any given day. All Junior High and High School Teachers shall be provided one period per day unless mutually agreed upon between the administration and the Teacher to either substitute per Article XXIV, Section G or assume an added teaching load per Article XXIV, Section D.
- E. In the event the district is unable to hire a substitute for a specialist or a staff member is responsible for student supervision during their conference period, then the employee shall be paid at the Extended Professional Service Substitute hourly rate.



F. The scheduling of the teachers' days shall be consistent with the building in which that teacher is employed, except in the case where the Board offers additional classes which go beyond the normal class day. In such a case, the class or classes shall be posted and filled on the basis of certification, qualifications and seniority. The additional class(es) shall be filled first by staff applying from within the system before placing someone from outside the district. Staff shall be compensated at the rate of seventeen percent of their contractual salary for five (5) hours per week of additional classes.

By mutual agreement between staff and administration, it would be possible to shift the starting and ending of the day by one period. The teacher would have a continuous teaching/preparation schedule. No teacher shall be reduced to part time status as a result of a shift in the day.



ARTICLE VII -- TEACHING LOADS AND ASSIGNMENTS

- A. The normal teaching week in all schools shall be twenty-five (25) hours and fifteen (15) minutes minimum to twenty-seven (27) hours and thirty (30) minutes maximum in which teachers are directly with pupils or supervising the same. The Association recognizes hour differences between elementary and secondary as well as within and between buildings.



ARTICLE VIII -- TEACHING CONDITIONS

- A. The parties recognize the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at insuring that the energy of the teacher is utilized primarily to this end. At the same time, it is the responsibility of the professional staff to contribute to the community and the teaching profession: Representatives of the Elementary Special Subject teachers shall have input meetings with the Administration on the scheduling of classes.
- B. Because the teacher-pupil ratio is an important aspect of an effective educational program, the parties agree that class size shall be determined as follows:

With Developmental Kindergarten class, every effort shall be made not to exceed 18, but in no case shall exceed 20 pupils per class without paying the teacher an additional stipend.

In the early elementary grades (K-3) an effort shall be made not to exceed twenty-seven (27) pupils per class, but in no case shall exceed the maximum of twenty-nine (29) pupils without additional pay with the exceptions that follow.

In the later elementary grades (4-6) an effort shall be made not to exceed twenty-nine (29) pupils per class, but in no case shall exceed the maximum of thirty-one (31) pupils without additional pay with the exceptions that follow.

In the secondary grades (7-12) an effort shall be made not to exceed thirty (30) pupils per class, but in no case shall exceed the maximum of thirty-three (33) without extra pay with the exceptions that follow.

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

The above does not include deficiency handicaps such as remedial reading, exclusive of any other learning and/or emotional impairments, and does not include those students who have been returned to the regular classroom from a special education program, or who are receiving special education services as part of the regular classroom instruction. Pursuant to the requirements of mainstreaming and to promote a proper learning environment for those identified as Special Education (i.e. L.D., E.I., E.M.I., POHI) by an I.E.P.C., an equitable distribution of such students shall be made within the building, grade and/or subject which will accommodate the student's schedule. Students who become



continuously disruptive should be re-evaluated in regards to their placement in the general education classroom.

The administration recognizes that the classroom teacher may be faced with different problems when integrating students in accordance with Least Restrictive Environment requirements. Accordingly, assistance will be provided teachers where reasonably possible to better meet the needs of all students in his/her classroom. The classroom teacher shall be entitled to confer with the building principal and/or the special education supervisor regarding the special needs of those students.

In situations where students have not been tested but pose management problems, the teacher may refer said student(s) to the building administrator, call for an evaluation of the situation within one (1) week of the referral, and action shall be taken to establish a date for the evaluation. In referring students for evaluation by I.S.D. Personnel, teachers will follow the State of Michigan guidelines, according to the I.S.D. rules as long as they are in compliance with the State. In case of emergency, the rules may be waived. The parties recognize the importance of advising all teachers who work with or who will work with the student of an I.E.P.C. and allowing them to attend the I.E.P.C. if at all possible.

In all schools the number of students shall not exceed the maximums according to pages 16-17 without additional pay with the following exceptions:

1. Secondary Music:

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

2. Elementary Music:

- a. Vocal music shall not exceed the regular classroom size, with the exception of current practices in mainstreaming handicapped students, with application of the overload formula.

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

- a. Business classes, industrial arts, senior high sciences, fine arts, languages, home economics, including those that may be added in the future, shall be limited to the number of work stations available but in no case shall exceed the maximums according to pages 16-17 for senior and junior high.



b. Class loads for industrial arts courses will be as follows:

- Industrial Materials and . . . . . 22 to 24 students  
Processes (Wood)
- Industrial Processes (Metals) . . . . . 22 to 24 students
- Metal Fabrication . . . . . 20 to 22 students
- Power and Energy . . . . . 20 to 22 students
- Machine Shop . . . . . 18 students
- Wood Technology . . . . . 20 to 22 students

c. Class loads for the fine arts courses will be as follows:

- Art I . . . . . 24 students
- Drawing and Painting . . . . . 24 students
- Commercial Art . . . . . 24 students
- Design . . . . . 24 students
- Printmaking . . . . . 24 students
- Ceramics . . . . . 24 students
- Crafts . . . . . 24 students
- Sculpture . . . . . 24 students

d. Class loads in Home Economics shall not exceed twenty-four (24) students.

e. If a teacher needs assistance in maintaining control and discipline in a study hall, appropriate administrative support shall be provided.

The above does not preclude established High School building policies pertaining to study hall control.

f. P.E. classes shall not exceed forty (40) pupils.

4. Art, Music and P.E. teachers:

- a. Travel time is not to be included in lunch or conference/planning time.
- b. Five (5) minutes shall be allowed between classes and is not to be deducted from planning or travel time.



- c. An area shall be provided in each building for supplies.
5. In the establishment of experimental, educational programs involving group instruction, (such as closed circuit TV, team teaching), with a high teacher-pupil ratio, the limits specified in this article shall not apply beyond the first year of the mutual agreement. In the event it is necessary to combine students at different grade levels in the same classroom (split grades) the following shall be observed:
    - a. Teachers participation in split grades shall be based on transfer policies established in this agreement.
    - b. The teacher to head the class, as well as teachers of the same levels in that building, shall have input in determining which students are selected for the class.
    - c. The maximum number of students in a split grade shall be three (3) fewer than a single grade class.
  6. In the secondary schools (7-12) the maximum number of students per day shall be one-hundred sixty-five (165) except in areas where more than thirty-three (33) students are allowed per hour.

OVERLOAD FORMULA

Should it be necessary for a teacher to exceed his/her class load in the Developmental Kindergarten (DK) beyond 20, the salary formula shall be:

$$\frac{\text{Salary}}{180} \times \frac{1}{18} - \text{pay per day, per pupil}$$

Should it be necessary for a teacher to exceed his class load in the early elementary (K-3) grades beyond 29 the salary formula shall be:

$$\frac{\text{Salary}}{180} \times \frac{1}{27} - \text{pay per day, per pupil}$$

Should it be necessary for a teacher to exceed his class load in the later elementary (4-6) grades beyond 31 the salary formula shall be:

$$\frac{\text{Salary}}{180} \times \frac{1}{29} - \text{pay per day, per pupil}$$

Should it be necessary for a teacher to exceed his class load in the secondary (7-12) grades beyond 33 the salary formula should be:

$$\frac{\text{Salary}}{180} \times \frac{1}{6} \times \frac{1}{30} - \text{pay per day, per class, per pupil}$$



Special education students involved in formula overload at any level will be counted in 1/6th increments rounded up to the nearest 1/6th.

7. An effort shall continue to be made during scheduling to equalize class loads. Further, every effort shall be made over the life of this contract to reduce class size maximums.
8. The parties agree that there is a need for research, planning, material gathering, consultation with various specialists and other activities. The Parties further agree that many of these job functions necessitate time beyond the teacher's normal contract day and may require work at home, libraries, universities, intermediate school district facilities or other locations off school premises.

Arrangements may be made for keys to gain access to buildings and necessary instructional locations, during times when buildings are normally locked. Those teachers who are issued keys accept full responsibility for personal use of the key and proper security of the building upon leaving.

9. The professional responsibilities of a teacher require many hours of preparation and planning beyond the normal contract day. Consequently, demands of compulsory attendance at meetings or functions relative to job performance shall not exceed five and one half (5 1/2) hours per month beyond the teacher's normal contract day. This does not include Association meetings, parent-teacher conferences, or Secondary Department meetings where the normal day to day responsibilities are conducted.

When elementary staff meetings are held during the planning time, before student arrival, this time shall be deducted from the allotted compulsory extended professional service time as defined above. Extended Professional Services beyond the above hours shall be permissible as determined by the Extended Professional Services section of this contract.

10. Proposed curriculum changes shall be discussed and worked through the curriculum councils which have been established by the Assistant Superintendent for Instruction. The methods and procedures will be followed that have been established and agreed upon by the elementary staff and the secondary staff.
- C. The Board recognizes that appropriate texts, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires, and similar materials are tools of the teaching profession. The parties will confer annually for the purpose of improving the selection and use of such educational tools, and the Board shall undertake promptly to implement all joint decisions thereon made by its representatives and the Associations. Elementary



teachers shall be informed at the beginning of each year on the per pupil amount of money they have to spend on teaching materials, exclusive of bid orders.

Definitions:

1. Adequate texts shall be defined to mean at least one text book per child per subject.
  2. Appropriate texts shall be defined to mean those that are selected by the parties within the limits of the book fund.
  3. "Parties" shall be the teacher(s) and administrator(s) appointed by the Superintendent from the specific department, area, or grade level involved in the use of the materials.
  4. Selection of materials and methods utilized in instructional programs shall reflect professional planning and accountability.
- D. The Board shall make available in each school adequate lunch room, restroom and lavatory facilities exclusively for teacher use and at least one (1) room appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted pursuant to the Michigan Clean Indoor Air Act, P.A. 198 of 1986.

Telephone facilities shall be available for professional use. Personal calls on school phones are to be limited and personal long distance calls shall be logged and appropriate reimbursement made.

- E. Firm surfaced parking facilities shall be made available to school personnel for the exclusive use at their assigned school building during school hours.
- F. The provisions of this agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or membership in or association with the lawful activities of any employee organization.

The Board and the Association pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, sex, color, or national origin and seek to achieve full equality of educational opportunity to all pupils. The parties recognize the need for high quality education and that quality rests with constructive input from the Board, administration, faculty and students of the school district. It is understood that a teacher exercising sound professional judgement in recommending the retention of a student shall be supported by the administration.

- G. The Association and the Board of Education recognize the need for advanced planning in teaching. The teachers and principals in each building shall mutually decide on the best method for handling lesson



plans and where to keep them. The content and format of lesson plans are subject to the reasonable approval of the building principal taking into account variances amongst grades and individual teachers. Such lesson plans are only part of the total planning, and are intended to be used as a guide by the classroom teacher. Utilization of lesson plans for the purpose of teacher evaluation necessitates an in depth analysis of the classroom operation when used as an evaluation criteria. A lesson plan or an emergency plan shall contain sufficient material to allow a substitute teacher to conduct a meaningful, full period on material relevant to the program of the class.

- H. In the event that the physical conditions in a given building or classroom become sufficiently adverse to interfere with the teaching and learning processes, the following procedure shall be followed to correct the problem or remove the teachers and students from the adverse environment:
1. The teacher shall immediately notify the office when adverse conditions exist, describing the condition and location.
  2. The administration shall make reasonable effort to respond by sending a designated person or maintenance person to the room within twenty (20) minutes to evaluate the severity of the problem.
  3. If the adverse conditions are in violation of specific contract provisions then the administrator shall immediately move the class to another suitable room in the system.
  4. If no suitable room is available the Superintendent's Office shall be immediately (10 minutes) advised of the situation and arrangements shall be made to dismiss students, in the high school and junior high cancel classes, or move to another location.
  5. Students and teachers shall not be expected to remain in the classroom or building while corrective measures are being taken unless the adverse conditions can be corrected within one (1) hour.
- I. During the heating season temperatures in classrooms should not fall below 68 degrees nor rise above 80 degrees since temperatures out of this range are neither healthful nor conducive to any meaningful work on the part of either students or faculty. Teachers sent home for this reason shall not suffer loss of leave with pay or salary.
- J. In such cases when the Board shall call off school for students because of inclement weather, teachers shall not be required to report to school. Teachers shall not lose any compensation under such circumstances.
- K. The Board agrees to leave the first Monday of each month free of teachers' meetings so that the Association can hold meetings needed to conduct business.
- L. Faculty meetings are not to exceed one and one-half (1 1/2) hours in length.



ARTICLE IX -- VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any professional position in the district shall occur, the Board shall post the same by giving written notice of such vacancy during the contracted school year in the weekly Superintendent's Bulletin.
- B. A vacancy shall be defined for the purpose of this contract as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence. A vacancy may result from the retirement, transfer, reassignment or termination of present Association members or by expansion of present programs or creation of new programs.
1. Vacancies occurring during the school year or between biddings shall first be temporarily filled in accordance with the recall provisions in Article XI.
    - a. In the event there are no laid off staff qualified and certified to fill said vacancy, then the vacancy will be filled on a temporary basis per Article V, Section E.
    - b. These vacancies filled on a temporary basis shall be declared vacant for bidding at the end of the school year.
    - c. Vacancies in Extended Professional Services positions may be filled permanently after the position has been posted for five (5) school days.
  2. On an identified day in the school calendar, one week prior to the close of the school year, all members shall have the opportunity to attend a district wide meeting where they may bid on vacancies that have occurred during the school year (from two weeks prior to the school year to that date) and resulting vacancies created by members moving into vacant positions.
    - a. The primary criteria for filling all teaching and Extended Professional Service positions internally shall be qualification, certification plus seniority in the Tecumseh School district. Where qualifications of bidders are equal, vacancies will be filled by the individual with the most seniority in the Tecumseh School District.
    - b. All vacant teaching and Extended Professional Service positions shall be filled first by staff applying from within the system before placing someone from outside the district.
    - c. Each bid session shall not extend beyond five (5) rounds of bidding. In the event there are staff members still displaced or without assignments, said staff members shall be administratively assigned to any remaining vacancies. If staff still remain without a teacher position, they will be subject to lay off pursuant to Article XI, B. 2. c. The administration may exempt up to two (2) vacancies per school year from the bidding process.



Teachers who are on an improvement plan shall not be eligible to bid on any vacancies.

3. When vacancies in any teaching positions occur in the summer period between the bidding at the end of the school year and the second week prior to the scheduled opening of school, all members shall have the opportunity to attend a district wide meeting where they may bid on those vacancies and resulting vacancies created by members moving into vacant positions. The day shall be identified in the school calendar. Any person interested in receiving notification of positions posted for bid during the summer months shall leave a self-addressed envelope at the Board Office. This mailing will go out ten days prior to the summer bid date.
  4. A member who bids on a vacancy during the end of the school year bidding shall have the right to bid on any vacancies on the pre-school bidding day.
  5. In the event a member interested in a vacancy cannot attend a bidding meeting due to hospitalization, bereavement leave, etc. then they shall be able to assign a power of attorney to enable their representative to act on their behalf.
  6. If a vacancy in a difficult to fill position occurs during the summer months, then the Board shall send a posting to remaining certified and qualified staff members. Postings may be sent anytime but no later than July 22. Interested staff members shall notify the Board within ten (10) days of the mailing. The definition of difficult positions shall be mutually agreed to by the parties no later than June 1 of each year.
  7. When vacancies in Extended Professional Services positions occur during the summer period, Association members shall be notified by letter of vacancies provided those members place six (6) self-addressed, stamped envelopes in the Board office to transmit said notifications and shall be given an opportunity to apply for such vacancies. These vacancies shall be filled as outlined in sections a. and b. above. No summer posting will be permanently filled unless it has been posted five (5) working days.
- C. A teacher who successfully bids due to the cancellation of his/her position shall be entitled to return to his/her former position in the event it is reinstated in the same school year.
- D. Special talents or expertise needed for the implementation of a new program, but not found on the school district staff, shall be sought through retraining of existing staff wherever possible.



ARTICLE X -- TRANSFERS

- A. Since the frequent transfers of teachers from one school to another, or from one department to another, is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized.
1. The parties recognize that unrequested transfers may be necessary because of assignment or placement of program or classes, changes in student enrollment, changes in curriculum or vacancies created by termination. Furthermore, the parties pledge to work toward avoidance of unrequested transfers.
  2. If an unrequested transfer is being considered, the teacher(s) affected may request a meeting with the building principal for the purpose of discussing the transfer, and to request a clarification of the reason(s) for said transfer. The final decision concerning transfers in this section shall be with the Superintendent unless in conflict with other sections of this contract.
- B. Any teacher wishing to transfer from their position within their buildings or from one building to another within the system must first make application to the Superintendent of Schools before discussion with the principal involved. The final decision shall be the result of a conference between the Superintendent and the teacher concerned.



ARTICLE XI -- REDUCTION IN PERSONNEL: SENIORITY AND RECALL

- A. The term seniority as hereinafter used shall be length of continuous service with the Tecumseh Board of Education and in a position requiring teacher certification. Date of hire is defined as the first paid day of work. In the circumstances of more than one individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list. The Association and teacher(s) affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected teachers and Association representatives to be in attendance.
- B. A teacher shall lose seniority rights if he/she retires, resigns, or is discharged for just cause.
- C. Seniority shall accrue for teachers on various forms of leave and layoff as determined by this Agreement.
- D. In the event of a need to lay off due to decreased student enrollment or shortage of revenue, the Board will not lay off employees who are working in positions requiring teacher certification with valid contracts during the school year. The Board shall provide written notice to the teacher to be laid off sixty (60) calendar days prior to the first scheduled day of classes of the following school year.
1. First year probationary teachers shall be laid off first by using the following order:
    - a. Certification and qualification
    - b. Seniority

When certification is relatively equal, layoffs shall occur in inverse order of seniority for first year probationary teachers.
  2. Second year probationary teachers shall be laid off in accordance with D1 above.
  3. Third-year probationary teachers shall be laid off in accordance with D1 above.
  4. When all probationary teachers have been laid off, tenured teachers shall be laid off by using the criteria below in the following order:
    - a. Certification and qualification
    - b. Seniority
- E. If for any reason the Board anticipates a layoff of staff for the following school year, prior to taking formal action, it shall notify the Association of said layoff.
- F. In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those employees who are working in a position requiring teacher certification possessing current



teaching certificates with the longest period of service in the school district, who are certified and qualified to teach in those areas or disciplines to be preserved. When a position or discipline is eliminated because of the aforementioned need for a reduction in personnel, a teacher who would be subject to layoff would be entitled to "bump" the teacher in the system with the lowest seniority in another area or discipline, if the original teacher has greater seniority with the district than the teacher to be "bumped" and the original teacher possesses the necessary certification and qualification in the area or discipline in which the teacher is to enter. This paragraph relating to reduction of personnel would include the summer period of any year in which this Agreement remains in effect.

- G. A teacher while on layoff who completes the requisite number of hours to earn a major or minor in subject areas different than the teacher possesses, or who obtains additional certification, may bump another teacher having less seniority. Such bumping shall not become effective until the start of classes for the following school year. Teachers who desire to exercise their bumping rights under this section shall notify the Superintendent in writing no later than June 1st. Teachers who receive a layoff notice following the school year shall not lose their fringe benefits or salary over the summer months afforded them under this Agreement and individual or supplemental employment contracts.

When a teacher is laid off, his/her individual contract shall terminate and the Board shall have no obligation for any salary payments or fringe benefits after the effective date of the layoff.

- H. Any certified employee on layoff shall be recalled in inverse order of layoff provided he/she is certified and qualified for the vacancy. No new teachers shall be employed by the Board while there are teachers of the bargaining unit who are laid off, unless there are no laid off teachers with proper certification and qualification to fill any vacancy which may arise.
- I. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher, at his/her last known address. Personnel shall have ten (10) days after receipt of said letter to notify the Board of their intentions. Failure to respond within the time limit shall result in termination of all employment rights. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall, or other notice to the teacher. A list of teachers indicating their seniority and certification shall be published by the Superintendent and provided for the Association by October 1.
- J. Definition: The term teacher in this section shall refer to employees who are working in a position requiring teacher certification.



K. For purposes of Article IX and XI of this agreement: the term "Qualifications" shall be defined as follows:

1. The teacher must satisfy State of Michigan Department of Education certification requirements, and accreditation requirements of University of Michigan, and the North Central Association as revised and/or amended.
2. For a senior high school position (grades 9-12) a teacher shall be considered qualified to teach in their major or minor field of study, which shall be evidenced by endorsements on the teaching certificate.
3. For a junior high position (grades 7-8) a teacher shall be considered qualified to teach in their major or minor field of study. Staff having junior high teaching experience in the subject matter within the past three (3) years shall be grandparented in position.

For those teachers elementarily certified which were not granted a major or minor by their conferring institution, they shall report to the Superintendent or his designee before the close of the 1990-91 school year. A review of the transcript shall be made with the teacher and based upon other university standards for determination of majors or minors, one shall be assigned and recorded in the teacher's file. If none exist, a determination shall be made as to what additional courses need be taken and a program not to exceed two years shall be set forth to accomplish a major or minor. All of these arrangements must be completed prior to June 1, 1991, or the teacher without a major or minor designation will not qualify for grades 7-8.

4. For an elementary position (grades K-6) a teacher shall be considered to teach all subjects except: art, music, and physical education. Librarians must possess a minimum of a minor.
  5. The teacher will have verified his/her formal training by an endorsement from the appropriate state agency through his/her degree granting institution.
- L. If a laid off teacher is hired to fill a temporary vacancy created by a teacher on an authorized leave, then the teacher shall be paid in accordance with his/her position on the salary schedule. The laid off teacher will continue to retain his/her right to recall under the terms of the contract.



ARTICLE XII -- LEAVES OF ABSENCE

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

"Immediate family" is interpreted to include father, mother, sister, brother, husband, wife, child, parent-in-law, son-in-law, daughter-in-law, or any other member of the family or household who has clearly stood in the same relationship with the teacher as any of the above. This leave with pay shall be deducted from the accumulated leave of the teacher with the following exceptions:

1. Leave for death of spouse, parent-in-law, grandparent, sibling, or children shall not be charged to accumulated sick days, providing such leave does not exceed five (5) days per occurrence.
2. Leave of two days shall be granted to attend the funeral of a niece, nephew, aunt, uncle, or first cousin and not be deducted from the accumulated leave with pay of the teacher.

- B. The Superintendent must be notified and arrangements made with the principal for leave with pay.

1. Leave with pay for three (3) days of illness or less will require no doctor's certificate.
2. Leave with pay of more than three (3) days may require that a doctor's certificate be presented to the Superintendent.

- C. Personal business days are to be used for business that cannot be conducted outside the normal school hours. Personal business days shall not be used for religious purposes, for hunting, for fishing, for other recreational and/or leisure activities, or for seeking other employment unless the teacher is being laid off. Personal business days shall be construed to include but not be limited to attendance by a teacher at any teacher conference involving his/her child in kindergarten through twelfth grade and shall further include attendance by a teacher at any academically related program in which the teacher's child or children are directly involved in as participants. It is specifically understood that such programs do not include any athletic or extracurricular events. Personal business days must be taken in increments of not less than one-half (1/2) day, unless the time taken would not require the district to hire an outside substitute. Absences of less than a half day may only be taken, if the teacher makes arrangements to have another staff member cover the absence either with or without compensation. If the absence is of cost to the district, the individual will be deducted leave time. With either of the two options, prior notice shall be given to the building administrator. Teachers desiring to use personal business days shall notify the Superintendent in writing at least three working days in advance of the anticipated absence except in case of emergency. The written request must specify the reason for the leave unless the reason is extremely confidential. Such leave shall be limited



ARTICLE XII -- LEAVES OF ABSENCE (cont.)

to one (1) day per school year deducted from accumulated sick leave and in addition two (2) days not deducted from sick leave.

- D. JURY DUTY. A leave of absence will be granted a teacher called for Jury Duty. The Board agrees to pay the teacher's daily salary with the condition that the daily jury or witness fee (when subpoenaed) paid by the court, excluding mileage, be paid to the district and providing such evidence is presented to the Superintendent's office in writing for each day on which the teacher reports for or performs Jury Duty.
- E. Leave with pay shall be computed from September 1 to August 31 of each year.
- F. Any teacher desiring a leave of absence heretofore described or a leave of absence for other reasons not mentioned shall apply in writing to the Superintendent indicating the period of proposed absence, and the reason therefore. Approval of all extensions of vacations and extensions for any other reason shall be discretionary with the Superintendent or Board with full loss of day's pay. If the leave is approved, the approval shall indicate the period of absence, whether it is with or without pay, whether or not it will be charged against sick leave and whether the teacher shall receive credit on the salary schedule.
- G. Extended Leave.
1. Any teacher who has been afflicted with extended personal illness may be granted a leave of absence up to one (1) year upon written application thereof. Such application must be accompanied by a physician's certification of recommendation supporting same. Such leave shall be without pay and without increment advancement. The Board may, at its expense, require a medical examination as a prerequisite to reinstatement after any such leave.
  2. The teacher will be returned to the position the teacher occupied prior to the beginning of the leave, provided the leave does not exceed one (1) given school year, and the teacher made the request in writing at the time the leave began.
  3. The teacher must return only at the beginning of the semester unless changed by mutual agreement between the teacher and the Superintendent.
  4. The Board may extend the leave up to one (1) additional year.



ARTICLE XIII -- MATERNITY LEAVE

- A. Maternity leave without pay is available to female employees. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board.
1. Paternity leave without pay is available to either (only one at a time) female or male employees for purposes of adoption. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board.
  2. When sick leave is not being utilized, fringe benefits shall continue up to thirty (30) days without cost to the employee. Thereafter, the employee shall assume the cost of fringe benefits.
- B. In order to obtain a maternity leave, the teacher shall request said leave in writing of the Board at least sixty (60) days prior to the expected date of birth. Said request shall be filed with the Superintendent of schools, along with a statement of pregnancy from the teacher's physician. The request shall specify the beginning and ending date of the leave, be accompanied by her physicians statement that there is no medical reason why the employee cannot continue to perform service until the beginning date of the leave.
- C. The Superintendent, on behalf of the Board of Education, and the teacher, with the recommendation of the teacher's physician, will meet and agree upon the beginning and ending dates of the maternity leave. As nearly as possible, the beginning date of the leave of absence should conform to a normal break in the school year. A maternity leave must begin no later than the date of birth.
- D. A teacher may make written application to the Superintendent for reinstatement prior to the expiration of the leave granted by the Board in cases of stillbirth or miscarriage, however, the Board of Education reserves the right to their sole discretion to approve accelerated termination of maternity leave on the basis of each individual case. The employee shall be eligible to return from maternity leave upon filing a physician's statement. The employee shall request a prospective termination date of the leave of absence at the time of request for the leave.
- E. Failure to return from maternity leave on the date specified in said leave application shall be conclusively deemed a resignation. A teacher may make application to the Board of Education for an extension due to extenuating circumstances.
- F. Failure to apply for a maternity leave as hereinabove specified may result in termination of employment when the employee can no longer perform the required duties.
- G. In addition to the above provisions for unpaid maternity leave, a pregnant employee shall have the right, if she so desires, to receive accumulated sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is



ARTICLE XIII -- MATERNITY LEAVE (cont.)

expressly understood this shall not include normal child care. The following provisions which are consistent with other like paid leaves shall apply:

1. The pregnant employee shall be expected to perform all normal and reasonable duties required by her teaching assignment.
2. For all sick leave days claimed the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her professional responsibilities.
3. The employee shall make necessary arrangements with the administration in advance to maintain program continuity during her absence.
4. The employee shall be entitled to return to the same position or a position for which she is deemed qualified by the administration.
5. The employee and the Superintendent shall clarify in writing the status of her teaching position prior to the beginning of the leave.



ARTICLE XIV -- SABBATICAL LEAVE

- A. Teachers who have been employed in the system for a period of at least seven (7) years may be granted a sabbatical leave for one (1) year. 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 the purpose of applying the salary schedule set forth in Article XXIII of this agreement.

Sabbatical leave shall be defined as leave for professional advancement or educational travels.

Sabbatical leave shall be granted under the following conditions:

1. Compensation is limited to the credit hours earned at the rate set forth in the graduate credit reimbursement clause of this contract.
2. Only two (2) teachers a year can qualify.
3. Application must be made by April 1st the year prior to the leave with the Superintendent.
4. In case of more than two (2) teachers applying in any given year, seniority based on the teaching base salary schedule shall be used to determine who shall qualify.



ARTICLE XV -- RETIREMENT

A. EARLY RETIREMENT INCENTIVE -- (Effective May 18, 1987)

1. This provision is to encourage the early retirement of teachers who are at the top of the salary schedule, who have fifteen (15) or more years of service in the Tecumseh School District and will have reached the age of fifty-five (55) by September 1 following the last year of service or will be eligible for state school employee retirement benefits upon retirement. A teacher who is eligible to retire prior to 55 years of age may opt to begin receiving their ten (10) consecutive years of benefits at that time. The total amount paid over the ten (10) years under this option shall be the same as if a teacher retired at age 55. The Board shall pay teachers who elect early retirement according to the following schedule:

First through fifth year	4,431
Sixth through tenth year	2,215

a. Fringe A

1. Presently the State Retirement Board pays the monthly premium of a retiree's health insurance with Medicare. The school district will pay the premium difference for a person without Medicare which the State does not pay from September to August of each retired year to age 65.
2. It is understood that the reimbursement is for the difference if the employee has to pay the premium for self or self and spouse.

b. Fringe B

The school district will pay the total premium cost of \$5,000 term life insurance through MESSA from September through August of each retired year to age 65.

1. Persons retiring due to a medical disability which qualifies them for retirement benefits from the Social Security Administration, the State Retirement Board, or any insurance company, are not eligible to qualify for benefits under this plan. Once a person is receiving benefits through the Early Retirement Incentive Program, no subsequent disability will affect those benefits.

c. Other Provisions

1. All fringe and salary benefits cease as of the beginning of the school year after which a retiree reaches the age of 65.



ARTICLE XV -- RETIREMENT (cont.)

Example:

65th Birthday	All benefits cease
July 8, 1987	Sept. 1, 1987
Oct. 12, 1987	Sept. 1, 1988

2. Should the retiree die, all benefits of this program will cease the month of the retiree's death.
3. Written notification of intent to retire must be given to the Board Office not later than April 1 of the year in which the teacher wishes to retire. This notice may be waived due to extenuating or unusual circumstances which have prevented the person making the decision prior to the April 1 deadline.
4. You must be employed by the school district on the last working day prior to the date of retirement.
5. Those persons qualifying for benefits under this plan will receive them on a twelve (12) pay basis. The district's contribution toward premiums on health and life insurance will be paid monthly. Proof of health insurance premium payment by former employee will generate a reimbursement by the district.
6. In the event that any provisions of this E.R.I. program are found to be contrary to law, a teacher who has retired under this program shall be eligible to return to work in the first available position for which he/she is certified.

Said teacher will have the same bumping benefits as a teacher returning from leave and shall be entitled to any sick leave that was accrued prior to the time of retirement upon repayment of their severance pay.

7. If a National Health Insurance plan is enacted at no cost to the individual, health benefits under this plan will cease on the effective date of such legislation.



ARTICLE XVI -- EVALUATION

- A. The Association and Board recognize and agree that constructive evaluation of the school operation is necessary and consequently, recognize that the stage for evaluation must be set with the proper spirit in order to create a quality evaluation program. A high quality system of evaluation will require self-evaluation, evaluation by another member of the profession, and an oral discussion following all evaluations. A building administrator will conduct a preobservation conference.

In order to be constructive, all evaluations shall provide pertinent suggestions for improvement (if necessary). All observations of work of a teacher shall be conducted openly and with the knowledge of the teacher. The interviews regarding a teacher evaluation must take place within ten (10) days following the observation. The instrument of evaluation shall be that developed by the Administration and the Association.

1. The professional ability of all probationary teachers shall be evaluated in writing at least once each semester by the building principal, assistant principal or administrative supervisor.
2. The professional ability of all tenure teachers shall be evaluated at least once each year in writing by the building principal, assistant principal or administrative supervisor.
3. Evaluation sessions shall be at least thirty (30) minutes in length. Usually these evaluations shall not be conducted earlier than two (2) weeks after the commencement of the school year, nor later than two (2) weeks prior to the end of the school year. Observers shall use discretion concerning reasonable timing for observations.
4. Two (2) copies of the written evaluation shall be submitted to the teacher at the time of the personal interview in the evaluation, which must take place within ten (10) days of the visitation or television taping session; one (1) copy is to be signed by the teacher and returned to the administrator and placed in the teacher's file and the other copy is to be retained by the teacher.
5. If an administrator believes a teacher is doing satisfactory work, a discussion will take place in the interview reinforcing the strengths of the teacher's performance.

Should a teacher's evaluation be unsatisfactory, the principal shall place the teacher upon an Intensive Assistance Program which shall be in writing and shall:

- a. identify with particularity the area(s) of deficiency.
- b. make suggestions for improvement with specific goals to be met.
- c. identify specific time limits which shall be reasonable in which to achieve the goals.



- d. list additional duties to be required of the teacher which may include observation of the model teachers, submitting to observation by other critic teachers, or administrators, additional classes to attend to assist in improvement or additional reading materials and other means and methods to effectuate improvement.

The Principal shall set forth a schedule of conferences during the period of the program to review the progress of the teacher improvement. Each conference shall be summarized in writing within two (2) work days, a copy of which shall be given to the teacher and a copy retained by the principal. It is understood that the Intensive Assistance Program is a joint responsibility of the teacher and the building principal and that each party has a duty to perform their respective roles to the very best of their ability. Communication between both parties is essential. The teacher placed upon an Intensive Assistance Program must realize that he/she is not performing satisfactorily and that continued performance at old levels is not acceptable and may result in the loss of employment if improvement does not occur. The Principal must realize that specific identification of problem area(s) and specific ways to improve and continued encouragement to improve are essential to effectuating improvement.

A teacher who successfully completes an Intensive Assistance Program may have it permanently removed from the personnel file one year after successful completion provided deficiencies identified do not reoccur.

If the teacher does not improve within that time period set forth in the Intensive Assistance Program, the Principal shall set forth his recommendation in writing a copy of which shall be given to the teacher at least within five (5) days of the conclusion of Program.

6. Should the teacher believe the evaluation to be unjust, the teacher may write an additional report, in duplicate form, in which he/she may place additional factors considered to be relevant to the evaluation. One (1) copy of this report shall be attached to the original evaluation report and placed in the teacher's file and the other copy is to be signed by the evaluating administrator and returned to the teacher.
7. The Board and the Association recognize that teaching responsibilities are not limited to classroom instruction and therefore appoint 3 members each to a committee to study, review and revise the existing district wide evaluation instrument or to develop a new instrument. The committee may consider such factors as: promptness on duty, relationships with students and parents based on the role of teacher, classroom management, absenteeism rate and attendance at required meetings. The committee shall report its revised instrument to the faculty and administration by the end of the 1990-91 school year for ratification.



8. Test results of academic progress of students shall not be used as evaluative criteria of the quality of the teacher's service.
9. A personnel file shall be established for each teacher and upon request the file may be reviewed by the teacher. The personnel file shall contain only these items of information:
  - a. A copy of certified copy of birth certificate
  - b. A transcript of academic records
    - (1) At Junior and High School office
    - (2) At elementary office, if so desired
  - c. Teacher's certificate
  - d. Tuberculosis medical report of current year
  - e. Signed evaluation reports
  - f. Tenure recommendations
  - g. Reference recommendations
  - h. Any letter of reprimand issued to the employee. Said letter(s) shall be purged after three (3) years time.
10. The grievance procedure shall be followed if a teacher believes that an unjust evaluation report is being placed in the personnel file.
11. Teachers, whose services are being considered for termination under the provisions of the Tenure Act, may, in addition to the Tenure law, request a classroom evaluation by the Superintendent of Schools and receive a written report from him, relative to this observation and evaluation. The representatives of the Board shall notify a teacher being considered for release that said teacher has right to counsel and that the Association may assist said teacher.



ARTICLE XVII -- PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness in his classroom is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that beyond the scope of mainstreaming principles, a teacher may not fairly be expected to assume the role of a teacher for emotionally impaired students.
- Teachers complying with Board rules and regulations and who are acting in the line of duty, with respect to maintenance of control and discipline in the classroom and other school activities, shall be given support and assistance by the Board. Teachers recognize a mutual responsibility for the enforcement of school law, order and policies. Therefore, in all cases, the teacher shall follow the established disciplinary process as promulgated by the building administrator. Whenever it appears to the classroom teacher that a pupil and/or pupils require the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, a recommendation may be submitted to the administration and they shall take appropriate action.
- B. Any case of assault (physical and/or verbal; civil and/or criminal) upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, providing the teacher has followed the measures prescribed by this contract and the written Board of Education Policies and if the assault is job related.
- C. Time lost by a teacher in connection with any incident mentioned in this article shall be paid at his/her regular contracted rate.
- D. Teachers shall be expected to exercise reasonable care with respect to safety of pupils and property and will be cautioned that they will be individually liable to pupils and/or parents for injury in case of negligence.
- E. Any specific complaints, which warrant investigation, toward a teacher shall immediately be called to the teacher's attention and complainant identified and complaint specified.



ARTICLE XVIII -- CALENDAR

- A. The school calendars for the 1990-91 and 1991-92 years are attached to the Agreement as APPENDIX B.
- B. Snow days shall be made up in accordance with the rules and regulations of the State. In the event there are any changes by the State, then the changes shall be given immediate effect.



ARTICLE XIX -- PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this agreement may be processed as a grievance hereinafter provided.
- B. In the event of a grievance, the allegedly grieved party shall notify the building principal in writing within ten (10) school days of the occurrence, or knowledge of the occurrence, indicating the exact nature of the grievance and the date that the grievance occurred. The building principal shall then present the grieved party with a signed statement acknowledging the receipt of notification of a grievance, and place the current date on the statement.

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

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

- C. If, as a result of the informal discussion with the building principal, a grievance still exists, the grieved party may invoke the formal grievance procedure within five (5) school days after receipt of a disposition resulting from the informal discussion, or if no disposition has been made within five (5) school days of such meeting (or ten (10) school days from date of filing whichever shall be later) through the Association on the form set forth in Appendix B. This form, which is available from the Association Representatives in each building, shall be signed by the grievant or the Association Representative. A copy of the signed grievance form shall be delivered to the Superintendent or a representative designated by him. If the grievance involves more than one school building, the same procedure shall be followed.
- D. Within five (5) school days of receipt of the grievance, the Superintendent or his designee shall meet with the Association in an effort to resolve the grievance. The Superintendent or his designee shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee or no disposition has been made within five (5) school days of such meeting (or ten (10) school days from date of filing whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its



next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than seven (7) school days thereafter. A copy of such disposition shall be furnished to the Association.

- F. If the Association is not satisfied with disposition of the grievance by the Board, the grievance may be submitted to binding arbitration before an impartial arbitrator. The decision to submit the grievance to arbitration must be made within ten (10) school days and communicated to the Board within the next five (5) school days. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date that arbitration will be pursued, the person shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. Both parties and the employee agree to be bound by the award of the arbitrator.
- G. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.
- H. If any probationary teacher for whom a grievance is sustained shall be found to have been unjustly discharged, the person shall be reinstated with full reimbursement of all professional compensation lost. If the person shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to the person. With respect to any grievance brought by, or on behalf of, a probationary employee, which involved discipline, work performance, and or termination, the grievant and/or Association shall bear the burden of proof in any arbitration proceeding involving said grievance.
- I. The time limits in the Article shall be strictly observed but may be extended by written agreement of the parties. Any grievance not appealed to the next step of the grievance procedure as specified herein, shall be considered closed. If the Board fails at its level to answer the grievance in writing the stated time period, except as provided in this Article, the grievance shall be considered meritorious and the relief granted as prayed, unless the grievance requests monetary relief, in which event the grievance shall automatically be advanced to the next step. If the Association or a teacher fails to appeal any reply to a grievance within the stated time period, the grievance shall be considered closed in accordance with the Board's answer. The Association or a teacher reserves the right to decline to take any grievance to the next step of the grievance procedure and its action or actions in doing so shall thus be considered final and binding on all parties to the grievance.
- J. The Association shall have the right to initiate the grievance involving the right of a teacher or a group of teachers.



ARTICLE XX -- MISCELLANEOUS PROVISIONS

- A. This agreement shall supercede any rules, regulations or practices or inconsistent terms contained in any individual contract heretofore in effect.. All future individual teacher contracts shall be made expressly subject to the terms of this agreement.
- B. The expense of printing copies of the agreement shall be shared equally by the Board and the Association.
- C. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. The parties shall make an effort to assure a maintenance of existing standards in the operation of Tecumseh Public Schools.
- D. In the elementary grades, at the end of each semester, there will be a parent-teacher conference period established, in which any parents may participate, but in which all parents of pupils failed or recommended for retention by the teacher must be contacted and a conference scheduled if possible.
- E. All elementary teachers of grades K-6 shall be given two (2) one-half days release time in the fall and one (1) one-half day in the spring in exchange for scheduled parent-teacher conferences. Conferences will be held during two (2) evenings and one (1) afternoon in the fall to be followed by a half-day for both students and teachers on Friday and the second one-half day released time shall be the Wednesday afternoon preceding Thanksgiving recess.

Spring conferences will be held during one (1) afternoon and two (2) evenings followed by two (2) one-half days released time; one being on the Friday following the last conference day and one being on the last day of student instruction, except Kindergarten will be scheduled between the principal and teachers so as to comply with the 180 student instruction days for Kindergarteners.

All secondary teachers of grades 7-12 shall be given one-half day released time the Wednesday afternoon preceding Thanksgiving recess in exchange for scheduled fall parent-teacher conferences. Conferences will be held one evening to be followed by the afternoon of the following day.

- F. On the secondary level records day, there shall be no administration required meetings scheduled. There shall be no elementary staff meetings scheduled on Record's Day unless by mutual agreement.
- G. EQUALITY OF APPLICATION

The provisions of this agreement and the wages, hours terms and conditions of employment described herein shall be applied without regard



to race, creed, religion, color, physical impairment, national origin, age, sex, marital status or membership in or association with the activities of any employee organization.

- H. The Board in reference to Section A2 of the Board Rights clause of this agreement shall heretofore seek and consider input from the Association concerning qualifications and desirability of applicants from outside the school system for administrative positions in the Tecumseh Public Schools.



ARTICLE XXI -- ACADEMIC FREEDOM

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere in which academic freedom for teachers and students is encouraged.



ARTICLE XXII -- DEPARTMENT CHAIRPERSON, SECONDARY

- A. The teachers in any department of the High School or the Junior High School shall nominate a department chairperson. (A department consists of two (2) or more teachers in the same subject field.) This chairperson shall be selected by mutual agreement of the members in the department and building principal.
  
- B. For purposes of pay for the Department Chairperson, department shall be defined by the number of persons in the department. A person shall be considered to be in only one department based upon the number of hours in his/her major teaching area. If a member is assigned an equal number of classes in two departments, then his/her earned degree shall determine which department he/she is assigned for these purposes.



ARTICLE XXIII -- SALARY SCHEDULES

- A. Credit for the BA + 35 and MA + 35 shall only be granted for approved hours. Approved hours may include those in an advance degree program in education beyond the bachelor's degree, hours of graduate credit or equated continuing education units that will increase the teacher's understanding of educational psychology, improve facility in teaching technique and/or broaden experience in subject fields. Past hours shall be reviewed and subject to approval by the Assistant Superintendent for Instruction. Hours shall be submitted for prior approval to the Assistant Superintendent for Instruction beginning with hours taken in the summer of 1987 in order to receive credit for salary schedule placement.
- B. In the event there is a change by the state in the method of financing schools over the life of this contract, then the parties agree to re-open the salary schedule for the purpose of renegotiations.



1990-91 Salary Schedule

<u>YEAR</u>	<u>B.A.</u>		<u>M.A. or B.A. + 35</u>		<u>M.A. + 15</u>		<u>DOUBLE MASTERS, M.A. + 35 or SPECIALISTS</u>	
1	1.0000	23113	1.1025	25482	1.1576	26756	1.2155	28094
2	1.0500	24269	1.1576	26756	1.2155	28094	1.2763	29499
3	1.1025	25482	1.2155	28094	1.2763	29499	1.3401	30974
4	1.1576	26756	1.2763	29499	1.3401	30974	1.4071	32522
5	1.2155	28094	1.3401	30974	1.4071	32522	1.4775	34149
6	1.2763	29499	1.4071	32522	1.4775	34149	1.5514	35858
7	1.3401	30974	1.4775	34149	1.5514	35858	1.6290	37651
8	1.4071	32522	1.5514	35858	1.6290	37651	1.7105	39535
9	1.4775	34149	1.6290	37651	1.7105	39535	1.7960	41511
10	1.5514	35858	1.7105	39535	1.7960	41511	1.8858	43586
11	1.6290	37651	1.7960	41511	1.8858	43586	1.9801	45766

Longevity pay of \$1156 at the start of the 16th, 21st, and 31st years, and \$1618 at the 26th year.



1991-92 Salary Schedule

<u>YEAR</u>	<u>B.A.</u>	<u>M.A. or B.A. + 35</u>	<u>M.A. + 15</u>	<u>DOUBLE MASTERS, M.A. + 35 or SPECIALISTS</u>
1	1.0000 24269	1.1025 26757	1.1576 28094	1.2155 29499
2	1.0500 25482	1.1576 28094	1.2155 29499	1.2763 30974
3	1.1025 26757	1.2155 29499	1.2763 30975	1.3401 32523
4	1.1576 28094	1.2763 30975	1.3401 32523	1.4071 34149
5	1.2155 29499	1.3401 32523	1.4071 34149	1.4775 35857
6	1.2763 30975	1.4071 34149	1.4775 35857	1.5514 37651
7	1.3401 32523	1.4775 35857	1.5514 37651	1.6290 39534
8	1.4071 34149	1.5514 37651	1.6290 39534	1.7105 41512
9	1.4775 35857	1.6290 39534	1.7105 41512	1.7960 43587
10	1.5514 37651	1.7105 41512	1.7960 43587	1.8858 45766
11	1.6290 39534	1.7960 43587	1.8858 45766	1.9801 48055

Longevity pay of \$1213 at the start of the 16th, 21st, and 31st years, and \$1699 at the 26th year.



1992-93 Salary Schedule

<u>YEAR</u>	<u>B.A.</u>		<u>M.A. or B.A. + 35</u>		<u>M.A. + 15</u>		<u>DOUBLE MASTERS, M.A. + 35 or SPECIALISTS</u>	
1	1.0000	25482	1.1025	28094	1.1576	29498	1.2155	30973
2	1.0500	26756	1.1576	29498	1.2155	30973	1.2763	32523
3	1.1025	28094	1.2155	30973	1.2763	32523	1.3401	34148
4	1.1576	29498	1.2763	32523	1.3401	34148	1.4071	35856
5	1.2155	30973	1.3401	34148	1.4071	35856	1.4775	37650
6	1.2763	32523	1.4071	35856	1.4775	37650	1.5514	39533
7	1.3401	34148	1.4775	37650	1.5514	39533	1.6290	41510
8	1.4071	35856	1.5514	39533	1.6290	41510	1.7105	43587
9	1.4775	37650	1.6290	41510	1.7105	43587	1.7960	45766
10	1.5514	39533	1.7105	43587	1.7960	45766	1.8858	48054
11	1.6290	41510	1.7960	45766	1.8858	48054	1.9801	50457

Longevity pay of \$1274 at the start of the 16th, 21st, and 31st years, and \$1784 at the 26th year.



ARTICLE XXIV -- BENEFITS

- A. Teachers employed in Tecumseh who have previous teaching experience or military service in the Armed Forces of the United States shall be placed on the schedule up to a limit of six (6) years for any or all such experience. Credit for the above experience shall be computed to the nearest half year. No teacher may receive credit for more than five (5) years of military service.
- B. The word "maximum" as used in this salary schedule shall not include the income earned by taking charge of Extended Professional Services. Teachers may elect to receive their salaries spread over twenty-one (21) or twenty-six (26) pays. Teachers must exercise their option of receiving their salary in twenty-one (21) pays by executing the proper form in the payroll office no later than June 15. Once the option has been exercised, teachers shall not be permitted to revoke the exercise of their option for that contract year.
- C. Teachers who are regularly scheduled one-half time or more shall receive in addition to their base salaries the following insurance. The Board assumes the responsibility of paying the premiums for a twelve (12) month period for the employee's entire family. All other conditions of responsibility will be between the carrier and the employee. Any claims settled between the employee and the carrier shall not be subject to the grievance procedure.

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

MESSA Super Care 1 Health Insurance

LTD Plan 2

66 2/3%

90 calendar days modified fill

\$3,500 monthly maximum

Social Security Freeze

Alcoholism/drug addiction and mental/nervous

same as any other illness

COLA

Delta Dental -- E 006 Class I 80%, Class II 80%, Class III 75%,  
with \$1,200 MAX.

Negotiated Life -- \$35,000 with AD & D

Vision -- VSP-2

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

LTD Plan 2 (same as above)

Delta Dental - Auto + 008 -- Class I 100/90%, Class II 90%, Class  
III 90% with \$1,500 MAX.



ARTICLE XXIV -- BENEFITS (cont.)

Negotiated Life -- \$40,000 with AD & D

Vision -- VSP-3

The teacher electing Plan B may apply up to \$35.00/month on any of the following options:

1. Group Hospital Confinement Indemnity Insurance
  2. Group Short Term Disability Income Insurance
  3. Group Long Term Disability Income Insurance<sup>3</sup>
  4. Group Supplemental Term Life Insurance
  5. Group Survivor Income Insurance
  6. Annuity of their choice in which the district currently participates.
3. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted.
- D: Leave with or without pay shall be granted according to the stipulations specified in appropriate sections of this contract. All contracted teachers shall be credited with ten (10) days sick leave (including one (1) personal business days) and two (2) additional personal business days at the beginning of each successive school year.
- E. Contracted teachers who possess an excess of eighty (80) days of accumulated leave at the end of any successive school year shall be reimbursed at the rate of one-half the substitute teacher's daily rate for that given year for each day or fraction thereof in excess of eighty (80) days accumulated leave.
- F. A teacher may elect to draw Long Term Disability benefits as soon as ninety (90) calendar days have passed or their sick days have been exhausted, whichever is greater.
- G. Teachers, employed prior to September 1, 1967, leaving Tecumseh Public Schools shall be paid in a lump sum at the termination of their contract, one-half of the current substitute teacher's daily rate at the time for each day or fraction thereof of unused leave with pay accumulated up to August 31, 1970.
- H. Sick leave accumulated prior to August 31, 1970, shall be paid in a lump sum at the termination of their contract, one-half of the substitute teacher's daily rate at that time for each day or fraction thereof of their unused leave with pay if the termination of their contract meets one or more of the following qualifications: (1) Released due to a national emergency (Armed Services). (2) Released due to an orderly staff reduction for any reason. (3) Released due to reaching retirement age before having achieved the status of having sufficient accumulated leave to qualify for the Long Term Disability program (90 calendar days).



ARTICLE XXIV -- BENEFITS (cont.)

- I. Teachers employed after September 1, 1967 shall be paid one-half the substitute teacher's daily rate of pay for those days of unused leave with pay that was accumulated between September 1, 1967 and August 31, 1970.
- J. Teachers with class loads of five (5) hours per week more than the normal teaching loads as specified in Article VII, Section A of this agreement, shall receive seventeen percent of the base in addition to their base contracts.
- K. Teachers may not "borrow" leave with pay days which have yet to be earned.
- L. Former teachers returning to teach in the Tecumseh Schools shall receive full credit for years of service in Tecumseh and for outside experience up to the maximums set in the part (A) of this Article.
- M. No teacher shall substitute for another teacher unless in case of emergency. Such emergency duty by regular teachers shall be reimbursed at the rate of eleven dollars (\$11.00) per hour for 1990-91, twelve dollars (\$12.00) per hour for 1991-92 and thirteen dollars (\$13.00) per hour for 1992-93.



ARTICLE XXV -- EXTENDED PROFESSIONAL SERVICES

Band Services and Summer Band 8% Stipend is a percentage of the base.

Class Sponsors  
 Grades 7 - 8 1%  
     9 - 10 2%  
     11 4%  
     12 4%

One class sponsor per float will be released from teaching the morning of homecoming parade day.

Level I Activities 1.5%  
 Olympics of the Mind - JH  
 Science Olympiad - JH & SH  
 Equations Team  
 Quiz Bowl - SH  
 Peer Listeners - SH

Level II Activities .75%  
 Math Counts - JH  
 Quiz Bowl - JH  
 Spelling Bee - JH

Additional activities shall be approved by the Superintendent.

Clubs 1 1/2%

Driver Education Director  
 Summer 4.8%  
 During year 1.0% per session

Driver Education Instructor  
 One (1) sick day/session  
 Per session 10% First year  
 of 160 hours 12% Second or more  
 During year/semester 11%  
 160 hours split

Guidance Director  
 4% First year  
 6% Second - fourth  
 10% Fifth or more

Counselors Proration of the Counselor's salary on a per diem basis

Paper - Junior High 2%  
 Plays 3% per play  
 Class Night 1 1/2%  
 Student Council Director - Junior High 1 1/2%



ARTICLE XXV -- EXTENDED PROFESSIONAL SERVICES (cont.)

Year book  
 High School 3.5%  
 Junior High 2%  
 Adult Education Class and Summer School 4.7% per session (class)  
 Extra Classes during conference 17%

Chairperson of Department  
 (Released time) or  
 1-2 1%  
 3-5 2%  
 6 or more 4%

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Noon Supervision and Substituting (per hour)	11.00	12.00	13.00

Intramural Sports 1% per activity

Extended Professional Services for those items not specifically negotiated beyond a standard allowance of five and one-half (5 1/2) hours at \$10.00 per hour.

Chaperoning one dance per school year will be assigned within the 5 1/2 hours per month standard allowance.

SPORTS

<u>High School</u>		<u>Extra Years</u>
Varsity Football	14.4%	0 - 1 1 - 1.1 2 - 1.2 3 - 1.3 4 - 1.4 5 - 1.5
Varsity Football Assistant	9.65%	
Junior Varsity Football	8%	
Freshman Football	8%	
Varsity Boys Basketball	14.4%	
Junior Varsity Boys Basketball	9.65%	
Freshman Boys Basketball	8%	
Freshman Girls Basketball	8%	
Wrestling	13.5%	
Wrestling Assistant	9.05%	
Boys Track	10%	
Boys Track Assistant	7%	
Varsity Softball	10%	
Junior Varsity Softball	7%	
Varsity Baseball	10%	
Junior Varsity Baseball	7%	
Freshman Baseball	7%	



Volleyball	10%
Volleyball Assistant	7%
Girls Track	10%
Girls Track Assistant	7%
Girls Varsity Basketball	14.4%
Girls Junior Varsity Basketball	9.65%
Gymnastics	9.0%
Cross Country	8%
Boys Tennis	8%
Girls Tennis	8%
Boys Golf	8%
Girls Golf	8%
Boys Golf Assistant	4.8%
Girls Golf Assistant	4.8%
Boys Basketball Cheerleaders	3.6%
Girls Basketball Cheerleaders	3.6%
Football Cheerleaders	3.6%
Boys Swimming	10%
Girls Swimming	10%
Boys Swimming Assistant	7%
Girls Swimming Assistant	7%

Junior High School

Boys Junior High Football (2)	5% per team
Boys Junior High Basketball	5% per team
Girls Junior High Basketball	5% per team
Boys Junior High Track (2)	5%
Girls Junior High Track (2)	5%
Girls Junior High Volleyball	5% per grade
Junior High Golf	Intramural
Wrestling Junior High (2)	5%
Junior High Cheerleaders	3%



ARTICLE XXVI -- DURATION OF AGREEMENT

- A. All articles in this agreement shall be effective as of September 1, 1990, and shall continue in effect thru the 31st day of August, 1993.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Donna Service  
President of the Association

Ray B. Pittender  
Chairperson of Negotiation Committee

Anthony J. Cato  
President of Board of Education

Gene Cooley  
Chairperson of Board Committee



APPENDIX A

FORMAL GRIEVANCE REPORT FORM

Grievance Form # \_\_\_\_\_

\_\_\_\_\_ School District

- Distribution of Form:
1. Superintendent
  2. Grievance Chairperson
  3. Association Rep.
  4. Teacher

Submit to Superintendent or Designee in Duplicate

Building	Assignment	Name of Grievant	Date Filed

STEP I

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Pages and Lines Pertaining to Alleged Violation: \_\_\_\_\_

\_\_\_\_\_

3. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

C. Disposition of Superintendent of Designee: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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



D. Disposition of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

STEP II

A. Date Received by Board or Designee: \_\_\_\_\_

B. Disposition of Board or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

C. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

STEP III

A. Date Submitted to Arbitration: \_\_\_\_\_

B. Disposition and Award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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



