

6/30/93

TECUMSEH PUBLIC SCHOOLS
TECUMSEH, MICHIGAN

Tecumseh Public Schools

TECUMSEH ADMINISTRATORS ASSOCIATION
MASTER AGREEMENT
1989-1993

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**MASTER AGREEMENT BETWEEN
THE TECUMSEH PUBLIC SCHOOL ADMINISTRATORS ASSOCIATION
AND THE TECUMSEH PUBLIC SCHOOL DISTRICT
BOARD OF EDUCATION**

This Agreement entered into this 18th day of June, 1990, by and between the Board of Education of the Tecumseh Public School District, Tecumseh, Michigan, hereinafter called the Board, and the Tecumseh Public School Administrators Association, hereinafter called the Association.

WITNESSETH:

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

ARTICLE I RECOGNITION

Section 1. The Board recognizes the Association as the exclusive bargaining representative pursuant to Act 379 of 1965, as amended, of a bargaining unit composed of all full-time Principals, Assistant Principals, Director of Health, Physical Education and Athletics, Director of Community and Adult Education and Director of State and Federal Programs but excluding the Superintendent, Director of Instruction, Business Manager, Bus Supervisor, Maintenance Supervisor, and all other employees of the Tecumseh School District.

Section 2. The term "administrator," when used herein, shall refer to all members of the bargaining unit represented by the Association.

ARTICLE II ASSOCIATION SECURITY

Section 1. Within thirty (30) days of the commencement of employment in the bargaining unit or the execution of this agreement, whichever occurs later, each administrator shall, as a condition of continued employment, become Association members or, in the alternative, pay the Association a service fee which shall be less than the membership dues. The service fee shall be determined by the Executive Board of the Association in accordance with law.

Section 2. Membership in the Association is not compulsory. Administrators have the right to join the Association or pay the service fee.

Section 3. In the event an administrator does not directly, or through a voluntary deduction authorization, join the Association or tender a service fee to the Association by the required thirtieth (30th) day, the Board shall terminate such administrator upon written request from the Association providing the Association has complied with the following:

- (1) Fulfilled the requirements of Section 1 of this Article 1.
- (2) Fulfilled its fiduciary obligations by sending written notice to the administrator (with a copy to the Superintendent) explaining the obligation to tender dues or service fees, the reasonable date of such obligation, the amount of such tender, and to whom such tender is to be made.
- (3) Fulfilled its responsibilities by sending written notice to the administrator (with a copy to the Superintendent) explaining that the administrator is delinquent in not tendering either the periodic and uniformly required Association dues or service fee, specifying the correct amount of such delinquency and informing the administrator that a request for the administrator's termination has been made to the Board.
- (4) Furnished the Board with written proof that the procedures of this Article have been followed, stating in the request for termination that such request is in conformance with the provisions of this Article, that the administrator has not complied with the obligations of this Article and that the "save-harmless" clause as set forth below shall be put into effect. The Association must specify further, when requesting the Board to terminate the administrator, the following by written notice: "The Association certifies that

_____ has failed to tender either the periodic and uniformly required Association dues or service fee required as a condition of continued employment under the collective bargaining agreement and that under the terms of the agreement, the Board is requested to terminate the administrator at the end of the semester."

Section 4. The Association shall indemnify and save the Board harmless from any and all claims, demands, damages, suits, liabilities, including attorney fees, costs and expenses, or any other actions arising from this Article or from the Board's compliance with any request for termination under this Article.

Section 5. The Board will advise new administrators of their obligations under this Article, in writing, and will provide them with an authorization for deduction of Association dues or service fee form and the address of the Association's headquarters.

Section 6. The Association shall provide the Board with notices for each new administrator stating the dues or service fees, the time limit for meeting such obligations, and to whom such tender is to be made.

ARTICLE III DUES OR SERVICE FEE CHECKOFF

Section 1. During the term of this Agreement and any extension thereof, and to the extent the laws of the State of Michigan and the Constitution of the United States permit, the Board agrees to deduct Association membership dues or service fees, as required by Article III, in amounts designated in writing by the Association from the pay of each administrator who has submitted to the Association a voluntarily-signed authorization. Deductions shall be made in one installment on written authorization by no later than the last pay in October. All amounts so deducted shall be forwarded to the Association by the 15th of the succeeding month.

Section 2. Payroll deduction shall be made from the pay of the administrator; provided, however, the initial deduction for any unit member shall not begin unless both (1) a properly executed "Voluntary Authorization for Deduction of Association Dues or Service Fees" and (2) the amount of the dues or service fees certified by the Treasurer of the Association has been delivered to the Board at least thirty (30) calendar days prior to the first payday of the calendar month. The following form shall be used for deduction purposes:

VOLUNTARY AUTHORIZATION FOR DEDUCTION OF
ASSOCIATION DUES OR SERVICE FEES

Name _____

Department _____

I authorize the Board to deduct from wages earned or to be earned by me Association dues or service fees, and any increases therein instituted by the Association, as certified to the Board by the Treasurer of the Association, and to remit the same to the Association at such time and in such manner as may be agreed upon between the Board and the Association.

This authorization and direction may be revoked by the undersigned by submission to the Board of a written revocation. If no such written revocation is received, this authorization shall be irrevocable until the termination of the collective bargaining agreement between the Board and

the Association which is in force at the time of the delivery of this authorization.

Signature of Unit Member

Check one:

_____ Association Dues

_____ Service Fee

Address

Date of Signature

Date of Delivery to Board

Section 3. The following certification form shall be used by the Association when certifying membership dues or service fees:

CERTIFICATION OF ASSOCIATION TREASURER

I certify that the membership dues or service fees for unit member is _____ per year.

Date

Association Treasurer

Date of Delivery to Board

Section 4. Changes in the amount of the dues or service fees must be delivered to the Board at least thirty (30) calendar days prior to the first payday of the calendar month in which the change will become effective.

Section 5. The Association agrees to make whatever adjustments are necessary directly with an employee who may, as a result of this deduction procedure, pay more or less than the Association's dues or service fees.

Section 6. The Board shall not be liable to the Association by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the unit member. In addition, the Association shall indemnify and save the Board harmless from any liability resulting from any, and all claims, demands, suits, damages,

including attorney fees, costs and expenses, or any other action arising from compliance with this Article, or in reliance on any list, notice, certification, or authorization furnished under this Article.

ARTICLE IV MANAGEMENT RIGHTS

Section 1. Subject only to any limitations imposed by the express and specific terms of the Agreement, the Board of Education and the Superintendent of Schools hereby exclusively retain and reserve unto themselves all powers, rights, authority and discretion to manage, supervise and control the Tecumseh School District and its programs, properties, facilities and employees, certified and non-certified, under governing law as set forth in the Constitution and laws of the State of Michigan and of the United States. Such rights include, by way of illustration and not by way of limitations, the right to:

- (1) Hire all administration, determine their qualifications and compensation and the conditions for their continued employment, and select, promote, transfer, assign, reassign, lay off and recall all such administrators;
- (2) Supervise and direct the management and administration of the school system, its facilities, business, services, supplies, equipment, operations and properties;
- (3) Determine the number of personnel and the schedules for said personnel;
- (4) Discontinue, not renew or terminate the employment of an administrator in accordance with Article XV of this Agreement;
- (5) Determine the number, function, authority and organization of its administrative and support staff;
- (6) Determine the initial pay rate, work schedule, function and authority for any new administrative position;
- (7) Establish, modify and abolish programs and direct the development of courses of instruction and supervision of special activities as deemed necessary or advisable by the Board;
- (8) Determine class schedules, class size, hours of instruction, duties, responsibilities, and assignments of staff administrators and other employees with respect thereto;
- (9) 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;

- (10) Determine services, supplies and equipment necessary for the operation of the District and to establish financial policies and procedures;
- (11) Determine the number, location and utilization of its facilities, including buildings, departments, and offices and divisions thereof;
- (12) Determine the work day;
- (13) Adopt rules and regulations.

Section 2. The exercise of the foregoing powers, rights, duties and responsibilities by the Board and the adoption of policies, rules, regulations, practices and procedures in furtherance thereof, shall be the prerogative of the Board except and unless limited by express and specific provisions of this Agreement.

Section 3. Administrators shall comply with all policies of the Board and shall comply with rules, regulations and orders to implement said policies and to operate the District.

ARTICLE V ASSOCIATION RIGHTS

Section 1. The Association and its membership shall have the right to use school buildings and facilities at all reasonable hours for Association business, subject to existing or amended rules, regulations, policies and procedures of the District governing the use of school buildings and facilities. Reasonable hours shall be defined as times other than when students are in attendance during the formal school day.

Section 2. The Association shall have the right to use the District's inter-school mail service for communication to its members. Use of the mail service shall be limited to routine correspondence with members.

Section 3. The Board agrees to furnish, within a reasonable time and in response to a reasonable written request, verified and/or adopted Board public records requested by the Association concerning the finances of the District.

Section 4. The Association shall be consulted for input prior to any changes in the evaluation procedures or instruments used by members of this bargaining unit in evaluating employees outside this bargaining unit.

Section 5. The Association will be provided a blank copy of the individual contract used for bargaining unit members.

Section 6. Officers or elected representatives of the Association shall be permitted to transact Association business on school property during working hours provided that there is no disruption of normal school or extra-curricular operations. It is understood that this privilege shall not be abused, and in no event shall the Association conduct meetings for purposes of Association business while the normal school day is in progress.

Section 7. The Board may request individual administrators to act as members of the Board's negotiation teams for represented employees, other than administrators, who are supervised by a member of the bargaining unit. Assignments to such bargaining teams shall be on a voluntary basis.

ARTICLE VI ADMINISTRATOR RIGHTS

Section 1. Each building principal with the consent of the Superintendent or his designee shall have the right to make the determination regarding each staff member's assignment within his/her building. Such assignment shall be made in accordance with Board policies, program needs, certification, qualifications, and any applicable collective bargaining agreement covering said staff member.

It is agreed that any complaint by a teacher regarding his/her assignment shall not proceed above the building level except in accordance with a collective bargaining agreement or established Board policies.

Section 2. The BOARD agrees that each principal and director shall have the opportunity to interview and make recommendations concerning all personnel being considered for assignment to his/her building or department. Prior written notice of this opportunity shall be provided by sending that notice to either the administrator's office or his/her home. It is understood that such selections and assignments shall not be delayed solely to accommodate the administrator's schedule.

Section 3. Each building principal shall have the right and responsibility to control student discipline within his/her building consistent with the law unless otherwise limited by Board policies and procedures concerning the discipline of students.

Section 4. Effort will be made to notify all administrators by April 1 of their administrative assignments for the ensuing school year. It is understood that circumstances may require changes in such assignments.

Section 5. Administrators shall be entitled to ASSOCIATION representation, upon request, at all interviews or conferences where the possibility of disciplinary action will be discussed or where discipline will be imposed.

Section 6. The administrator shall be responsible for evaluating all employees assigned to him/her including Art, Music, and Physical Education teachers. The Board reserves the right to assign other qualified administrators, directors or consultants to have input in these evaluations. Notice of such assignments will be given to the evaluating administrator and the employee to be evaluated no later than October 15 of the school year in which the evaluation is to take place. The administrator shall follow the format and procedure designated for evaluating personnel within each affected personnel classification. Whenever changes in any evaluation are contemplated, the administrator shall be consulted prior to finalization.

Section 7. The administrator's bargaining unit
have input into the selection of a new administrator.

ARTICLE VII MONTHLY MEETINGS

Monthly meetings between the Superintendent and Building Level Administrators shall occur prior to each monthly Board meeting at a time to be designated by the Superintendent. The purpose of these meetings is to afford each Administrator the opportunity to provide input on issues of mutual relevance and concern.

ARTICLE VIII CURRICULUM COMMITTEE ASSIGNMENTS

All Administrators are encouraged to provide input for all curriculum review. The Board shall have the right to assign each administrator to a maximum of two beyond-the-building curriculum committees, one of which he/she may serve as chairperson.

In addition, administrative representation will be maintained on the K-12 Curriculum Council Committee in the form of one Administrator from each instructional level, on the District Coordinating Committee For School Improvement (1 Senior High administrator, 1 Junior High administrator and 2 elementary administrators), and on the Professional Development Committee (1 administrator from each level). It is understood that the above district-wide committees will limit their meetings to not more than four per academic year.

ARTICLE IX PROFESSIONAL GROWTH

Section 1. The parties agree that programs of professional growth are conducive to the well-being of the school district.

Section 2. An administrator who engages in a program of professional growth may be permitted to arrange his/her working hours to complete such program so long as he/she otherwise performs his/her duties and responsibilities and so long as prior approval is requested and obtained from the Superintendent.

Section 3. The Board agrees to pay approved expenses (including mileage at the current established rate) incurred by administrators while attending conferences, conventions, school, business or school visitations which have been approved in advance by the Superintendent.

Section 4. The Board will pay the annual dues for membership in one (1) professional organization for each administrator. In the event that the administrator has major responsibilities in more than one area, such duties as athletic director and assistant principal, the Board may pay for membership in more than one association.

Section 5. The Board will pay all fees connected with obtaining administrative certification as specified by the State of Michigan.

Section 6. To aid the administrator in maintaining professional growth, the Board shall pay One Hundred dollars (\$100) per semester hour's credit earned, not to exceed six (6) credit hours earned during the period September 1 to June 1. One Hundred dollars (\$100) per semester hour's credit earned, not to exceed four (4) credit hours earned, will be paid for the period June 1 to September 1. To be eligible for such reimbursement, the administrator must be under contract to the Board, must receive approval from the Superintendent or his designee prior to taking a course, and must provide proof of successful completion of the course.

ARTICLE X WORK SCHEDULE

Section 1. With exception of the Senior High Principal, the Director of Community and Adult Education and the Director of Health, Physical Education and Athletics, administrators will be contracted to work ten (10) working days preceding the start of the school year and ten (10) working days following the ending date of the school year, as defined in the annual school calendar. (42-week contract year).

The Senior High Principal will be contracted to work fifty-two (52) weeks a year and shall be eligible for four (4) weeks vacation per year to be scheduled with the approval of the Superintendent. (48-work weeks per year)

The Director of Community and Adult Education will be contracted to work ten (10) working days preceding the start of school year and twenty (20) working days following the ending date of the school year, as defined in the annual school calendar. (44-week contract year)

For the Director of Health, Physical Education and Athletics, the contract year of forty-two (42) weeks will include twenty (20) working days prior to the start of the school year.

Section 2. Administrators shall be entitled to all holidays and holiday periods which are granted contractually to the teachers' bargaining unit.

Section 3. Upon termination, the administrator shall be paid at the per diem rate for all days worked, but not previously paid. The per diem rate shall be the salary of the administrator divided by his/her number of working days.

Section 4. Vacation days earned pursuant to Section 6 of the Vacancies Article shall be scheduled with the approval of the Superintendent.

Section 5. Administrators shall be entitled to a duty free lunch.

ARTICLE XI PROCEDURE FOR PROCESSING CITIZEN COMPLAINTS

Section 1. When engaged in the faithful performance of their duties in accordance with Board of Education policies, administrators should have the support of the Board of Education in the face of erroneous and groundless accusations by individuals or special interest groups. The Board recognizes that administrators necessarily must, on occasions, make decisions which are unpopular with individuals or groups within the School District.

Section 2. In the event that a citizen should raise a complaint concerning an administrator, an employee whom he/she supervises or a program, the citizen shall be requested to first discuss the matter with the affected administrator. It is recognized, however, that the citizen may prefer not to do so; and in that event, the complaint shall continue to be processed by requesting the citizen to place the complaint in writing and submitting it to the Superintendent.

Section 3. Upon receipt of this complaint, the Superintendent or his/her designee shall investigate the same within five (5) working days. No action shall be taken until the affected administrator has been given the opportunity to provide the necessary background information either orally or by confidential memorandum. Said information shall be provided within ten (10) working days.

Section 4. No disciplinary action will be taken against any administrator unless the above procedural protections are followed, except in instances where the Board determines that the problem is serious enough to warrant immediate action, and has notified the Tecumseh Administrators Association of its intent. Notwithstanding the foregoing, citizen complaints, if any, and the circumstances surrounding each such complaint, may be taken into consideration in the evaluation process and/or formal disciplinary action.

ARTICLE XII EVALUATIONS

Section 1. It is agreed and understood administrators shall be evaluated every year by immediate supervisor or such other administrator who may be designated by the Superintendent at the beginning of year to conduct such evaluation. Evaluations shall be in those areas where improvement is needed and the correct action necessary to effect the desired improvement.

Section 2. All evaluations shall be reviewed with the administrator who shall be provided with the opportunity for written comment which shall be incorporated therein and become a part of the evaluation.

Section 3. The evaluation instrument shall be mutually agreed upon by the Board and Association.

Section 4. Should no evaluation be conducted prior to 60 days before the end of the school year, the administrator's performance shall be deemed to have been satisfactory for that school year alone.

Section 5. The final draft of the written evaluation shall be prepared subsequent to a conference between the affected administrator and his/her evaluator during which the proposed contents of the evaluation are to be discussed.

Section 6. No evaluation or survey prepared by persons other than the Superintendent or his/her designee(s) shall become a part of the administrator's personnel file.

ARTICLE XIII LINE OF AUTHORITY

In the event a staff member presents a written or verbal complaint to the Central Office about an Administrator, the Administrator will be advised of the nature of the complaint and the person(s) who presented the complaint within five (5) work days of receipt of the complaint.

ARTICLE XIV PROTECTION OF ADMINISTRATORS

Section 1. The Board recognizes its responsibility to provide all reasonable support and assistance to administrators whose efforts to provide, control and maintain discipline are consistent with Board and the Superintendent's expectations.

Section 2. Administrators shall report to the Superintendent's office all cases involving serious abusive conduct and/or torts or assaults suffered by them in connection with their employment.

Section 3. The Board agrees to maintain liability insurance coverage for acts arising out of and during the course of the administrators' scope of employment with the District. The extent and amount of coverage shall be determined exclusively by the Board and may depend upon cost and availability of an insurance program.

ARTICLE XV INDIVIDUAL CONTRACTS

Section 1. Administrators who have been employed by the School District for a minimum of two (2) calendar years shall be employed under contracts of employment for a two (2) year period effective on July 1 and terminating on June 30 of the year specified the individual contract. Contracts for administrators having less than two (2) years of service with the Tecumseh School District, or for administrators hired subsequent to July 1, shall terminate on June 30 of the school year in which the individual contract was initially issued.

Section 2. An Administrator who has two (2) or more years of satisfactory annual evaluations and who receives an unsatisfactory evaluation from the Superintendent or his designee, shall be issued a one (1) year individual contract for the following year only. In the event an administrator with more than two (2) years of service receives an unsatisfactory evaluation from the Superintendent or his designee for two (2) consecutive school years, the Board has the right to not extend or renew the administrator's individual contract of employment.

In the event an administrator with less than two (2) years of service receives an unsatisfactory evaluation from the Superintendent or his designee, the Board has the right to not extend or renew the administrator's individual contract of employment.

Example 1: An administrator who receives a satisfactory evaluation in the first year of his two-year contract shall be entitled to a one-year extension of the two-year contract. If the administrator receives another satisfactory evaluation in the ensuing school year, he shall be issued another two-year contract.

Example 2: An administrator who receives an unsatisfactory evaluation in the first year of his two-year contract and a satisfactory evaluation in the ensuing school year shall be issued a one year extension of the two-year contract. If the administrator receives an unsatisfactory evaluation in the extended year of the contract, he shall be issued a one-year contract only.

Example 3: An administrator who receives a satisfactory evaluation in the first year of his two-year contract and an unsatisfactory evaluation in the ensuing school year shall be issued a one year extension of the two-year contract. If the administrator receives a satisfactory evaluation in the extended year of the contract, he shall be issued a

one-year contract only. If the administrator receives a consecutive satisfactory evaluation during such one-year contract, he shall be issued a two-year contract.

Example 4: In the event that an administrator receives an unsatisfactory evaluation in the first year of his two-year contract and an unsatisfactory evaluation in the ensuing year, the Board has the right not to extend or renew the administrator's individual contract of employment.

An administrator shall not be entitled to a two-year contract unless and until he has received satisfactory evaluations for two consecutive school years.

In the event non-renewal or non-issuance of an administrator's contract is contemplated, the Board's only obligation shall be to follow the following procedure:

A notification of nonrenewal of contract of a person described in this section may be given only for a reason that is not arbitrary or capricious. The Board shall not issue a notice of nonrenewal under this section unless the affected person has been provided with not less than 30 days' advance notice that the board is considering the nonrenewal together with a written statement of the reasons the board is considering the nonrenewal. After the issuance of the written statement but before the nonrenewal statement is issued the affected person shall be given the opportunity to meet with not less than a majority of the board to discuss the reasons stated in the written statement. The meeting shall be open to the public or a closed session as the affected person elects under . . . The failure to provide for a meeting with the board or the finding of a court that the reason for nonrenewal is arbitrary or capricious shall result in the renewal of the affected person's contract for an additional 1-year period. This subsection does not apply to the nonrenewal of the contract of a superintendent of schools. MCL 380.247.

Section 3. Notwithstanding the issuance of either a one (1) or two (2) year contract to an administrator, any administrator may be laid off for economic or financial reasons at any time upon ninety (90) calendar days written notice to the Administrator. The Board of Education retains the sole and exclusive discretion to determine if and when layoffs are to be effected.

Section 4. Notices that individual contracts of employment will not be renewed will be issued in accordance with 1979 PA 183.

Section 5. The Administrator may terminate his/her association with the District by giving written notice of his/her decision to do so not less than ninety (90) calendar days prior to June 30. Permission to terminate with less than ninety (90) calendar days notice may be granted by the Superintendent.

Section 6. An employee assigned an Administrative position falling within the jurisdiction of the Association, shall not be deemed to be granted tenure in any Administrative position. The non-renewal of an Administrator's contract is not subject to the contractual grievance procedure.

Section 7. The Board agrees that during the term of any individual written contract of employment for an Administrator, Board rules and regulations governing employee conduct shall be reasonable and that discipline or termination shall be for just cause.

ARTICLE XVI VACANCIES

Section 1. All vacant administrative and certified positions, including newly created positions, shall be posted within the school district for a period of no less than seven working days.

Section 2. The posting shall set forth the desired qualifications for the position. A description of responsibilities and duties for the position shall be available upon request.

Section 3. All qualified administrators who apply for posted positions will be interviewed.

Section 4. When school is not in session, posting shall be accomplished by mailing a copy of the posting to each administrator who has left six (6) self-addressed envelopes with the Superintendent for this purpose. The seven (7) day posting shall run from the time of mailing.

Section 5. Vacancies may be filled on a temporary basis not to extend beyond the close of the school year. Administrators who are temporarily assigned shall be paid the base rate for the vacant position or the administrator's current rate of pay, whichever is greater.

Section 6. In the event that an administrator is required by the Superintendent, in writing, to perform the job responsibilities of two (2) separate administrative positions, the administrator shall be eligible for one (1) vacation day for each week worked in the two (2) administrative positions, up to a maximum of ten (10) vacation days.

ARTICLE XVII TRANSFERS

Section 1. Requests for transfer must be in writing, stating the reason for the request, the position requested and administrator's qualifications for such position. Such requests are to be submitted to the Superintendent, or his designee, and renewed annually if they are to remain active.

Section 2. A vacancy may be filled by a currently employed administrator either at his/her request or by direction of the Superintendent. This provision, however does not preclude the placement of a newly hired administrator in that vacancy.

Section 3. When an involuntary transfer is contemplated, the Association and the affected administrator(s) will be provided notice and a written explanation of the need for such transfer(s) at least thirty (30) days before such transfer(s) are to be effected unless unusual circumstances require a shorter notice period. Following such notice, the Association and the affected administrator(s) shall meet with the Superintendent to discuss the necessity for such transfer(s) and to consider possible alternatives.

Section 4. When an administrator has been transferred or reassigned to a lower paying bargaining unit position, the administrator's salary shall be neither increased nor decreased until the point at which the salary for the lower paying position surpasses the salary which the administrator had been earning as of the transfer. The administrator shall then be paid the higher salary of the position into which he/she transferred.

ARTICLE XVIII CREATION OF POSITIONS

It is agreed that before any rates of pay, wages, hours or other conditions of employment are established for a new administrative position, the parties shall engage in collective bargaining. Interim wages, hours and working conditions may be established by the Board.

ARTICLE XIX REDUCTION IN STAFF AND RECALL

Section 1. Should the Board in its sole discretion determine that a reduction of administrative position(s) is necessary, the following procedures shall be followed.

Section 2. Administrators shall be laid off based upon the length of administrative service in the Tecumseh School District in the affected classification unless any administrator in the affected classification has received an unsatisfactory evaluation for the year in which the layoff occurs. The Board has the right to layoff out of line of length of administrative service if an administrator in the affected classification has received an unsatisfactory evaluation. Classifications shall be identified and ranked for displacement purposes as follows: (1) High School Principal, Junior High School Principal and Elementary Principals; and (2) Directors and Assistant Principals.

An administrator scheduled to be laid off may displace an administrator in a classification of equal or lesser rank provided that he/she possesses a teacher's and administrator's certificate and Master's Degree for the grade levels to be administered.

Section 3. All administrators who are laid off shall have recall rights for a period of time equal to their length of administrative service in the District or three (3) years, whichever period is less.

Section 4. Administrators previously laid off from a classification shall be recalled in reverse order of layoff in accordance with the factors specified in Section 2 of this Article.

ARTICLE XX APPROVED LEAVE TIME

Each administrator is entitled to three (3) approved leave days per contract year to attend to a non-recreational matter which requires the administrator's presence during the school day and is of such a nature that it cannot be attended to at the conclusion of a work day or on weekends or at a later time when school is not in session. Approved leave days shall not be accumulative. Approved leave days must be approved in writing by the Superintendent one week in advance, except in cases of emergencies in which event verbal notice will be given to the Superintendent as soon as possible.

ARTICLE XXI SICK LEAVE

Sick leave is defined as a period of administrator absence caused by personal illness or disability. The administrator may accumulate a maximum of 65 sick days at the rate of eleven (11) sick days per year (twelve [12] sick days for the high school principal). Sick days will be credited to each administrator at the beginning of the school year. At the end of each school year, the administrator will be paid for sick days which, when accumulated, exceed 65 at the rate of one-half (1/2) of the per diem pay for substitute teachers. The Board retains the right to request written medical verification of any claimed illness or disability in excess of five (5) days and may require that the administrator be examined by a physician mutually agreed upon by the administrator and the board to determine the administrator's fitness to perform assigned duties.

ARTICLE XXII FUNERAL LEAVE

Each full time administrator shall be entitled to leave with no loss of pay in the following cases:

a. Death in the immediate family of the administrator and/or spouse for a period not exceeding five (5) days. Immediate family shall mean mother, father, brother, sister, grandparent, child, wife, or husband, or any person for whom the administrator and/or spouse serves as a legal guardian.

b. Death of other relative or member of the household or a member of the administrator's staff for a period not exceeding one (1) day.

c. In the event of death of a member of the administrative staff the Superintendent shall make provisions for representation from the bargaining unit at the deceased member's funeral.

ARTICLE XXIII MILITARY LEAVE

An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

ARTICLE XXIV MATERNITY AND PATERNITY LEAVE

The terms of and provisions governing maternity and paternity leaves of absence shall be the same as those set forth in the teachers' collective bargaining agreement.

ARTICLE XXV SABBATICAL LEAVE

The terms of and provisions governing Sabbatical leave shall be the same as those set forth in the teachers' collective bargaining agreement.

ARTICLE XXVI JURY DUTY

An administrator who is called to and reports for jury duty or who is subpoenaed to attend an administrative proceeding other than a proceeding in which the administrator or the Association is opposing the District, shall be paid by the Board for each day partially or wholly spent in performing jury duty or honoring a subpoena, if the employee otherwise would have been scheduled to work and does not work, an amount equal to the difference between (i) the employee's regular pay and (ii) the daily jury duty fee paid by the court or other witness fees (not including travel allowance or reimbursement of expenses). The payment for jury duty shall not exceed 30 days in any twelve (12) month period. In order to receive payment under this Section, an employee must give the Superintendent one week prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. If an employee reports for jury duty or administrative hearing and is released or excused from such duty or hearing before 12:00 p.m. on his/her regular work day, he/she must report to work for the remainder of the school day.

ARTICLE XXVII NON-DISCRIMINATION

Neither the Board nor the Association shall intentionally discriminate against any bargaining unit employee on account of race, creed, religion, color, national origin, handicap, sex or marital status as defined in applicable statutes or regulations.

ARTICLE XXVIII GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The term grievance shall be defined as a complaint by an administrator or by the Association in its own behalf, that there has been a violation of an express provision of this Agreement during the term of the agreement.

- (1) Every effort shall be made to resolve grievances at their inception. When a grievance occurs, the administrator shall first discuss it with his immediate supervisor within ten (10) days of the occurrence. The Association may represent the administrator at such meeting, if so desired by the administrator.
- (2) If the grievance cannot be resolved informally, it must be reduced to writing within ten (10) days of the occurrence giving rise to the grievance and submitted to the Supervisor. The writing must contain a statement of the facts supporting the grievance, the specific section(s) of the contract allegedly violated and the relief sought. Should either party so request, a grievance meeting shall be held at Step 2 between the Association and the Supervisor within five (5) days of the submission of the written grievance. Within ten (10) days of the written submission, the supervisor shall provide the Grievant with a written answer to the grievance. If the answer received at Step 2 is unacceptable to the Grievant, the grievance may be appealed to Step 3 within five (5) days of receipt of the supervisor's answer.
- (3) The appeal at Step 3 shall be with the Superintendent. Within five (5) days of receipt by the Superintendent of the Grievant's written appeal from Step 2, a grievance meeting shall be held. Within five (5) days of the meeting, the Superintendent shall answer the grievance in writing. If the answer is unacceptable, the grievance may be appealed to Step 4.
- (4) The appeal shall be to the Board. The Board shall schedule a grievance hearing at its next meeting, but no later than thirty (30) days after receipt of the appeal. Within five (5) days after the Step 4 meeting, the Board shall provide the Grievant with a written answer.

Section 2. General Provisions - All references to day shall be regular work days.

Section 3. Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance not advanced to the next step by the Association within the time limit specified within that step shall be automatically closed on the basis of the last disposition. Any grievance to which the Board has not submitted an answer by the time limits in that step, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Time limits may be extended by mutual agreement of both parties.

Grievances shall be processed during such time as not to interfere with the execution of regular work assignments.

Section 5. The following matters shall not be considered to be the basis of any grievance under the procedures set forth in this Article and shall not be subject to arbitration:

- (a) The termination of service or failure to reemploy any probationary employee; or,
- (b) administrator job descriptions; or,
- (c) administrator evaluations; or
- (d) the non-renewal of an administrator's contract of employment.

Section 6. Any grievance between the Board and Association or between the Board and an administrator(s) which has been processed in accordance with the provisions of the preceding sections of this Agreement but not satisfactorily settled, shall, upon the written request of either party be submitted to arbitration by an impartial arbitrator to be selected by mutual agreement of the parties. The party desiring arbitration must notify the other party in writing of such intent within fifteen (15) working days of the day the written disposition was given under Step 4 of this Agreement. In the event that either party shall fail to serve such written notice, the matter shall be considered settled on the basis of the written disposition made in the last Step of the Grievance Procedure.

Section 7. If, within five (5) working days following receipt of such written request for arbitration, the parties are unable to agree upon an arbitrator, the American Arbitration Association (AAA) shall be requested to submit the names of disinterested persons qualified and willing to act as impartial arbitrators. The arbitrator shall be selected in accordance with the Rules and Regulations of the AAA. The procedure to be followed in submitting the dispute

to the arbitrator shall, unless agreed by the parties within three (3) working days after the selection of the arbitrator, be determined by the arbitrator himself. The arbitrator shall submit his decision in writing within forty-five (45) days after the close of the record of said hearing or hearings, and the decision of the arbitrator so rendered shall be final and binding upon the employees involved and upon the parties to this Agreement. The compensation and necessary expenses of the arbitrator shall be shared equally by the Employer and the Association. Each party shall make arrangement for and pay the expenses of witnesses which are called by them. All other expenses, such as expenses of attorneys, other participants or observers, documents, etc. shall be borne by the party incurring them.

Section 8. The foregoing provisions for arbitration are not intended and shall not be construed as in any manner qualifying or modifying any term or condition of employment specifically covered by this Agreement, nor shall they apply to any dispute as to the terms or provisions to be incorporated in any proposed new Agreement between the parties. The arbitrator shall not have the right to add to, subtract from, modify or disregard any of the terms or provisions of this Agreement. Any dispute between the parties as to the interpretation or construction to be placed upon the rendered award, shall be submitted to the impartial arbitrator who made the initial award who may thereupon construe or interpret the rendered award in order to clarify such decision without changing the substance thereof. Such interpretation or construction shall be binding upon all parties.

Section 9. Priority shall be given to resolving discharge cases, and the arbitrator shall make his efforts to adjudicate these cases within thirty (30) working days after the close of the record. The decision of the arbitrator in any case shall not require a retroactive wage adjustment in any other case.

Section 10. The Board shall not be required to pay back wages for periods prior to the time a written grievance is filed. All claims for back wages shall be limited to the amount of wages that an employee would otherwise have earned from his employment with the Board, less unemployment compensation, and compensation for personal services that the employee may have received from any other employment and less compensation which the administrator could with reasonable diligence have earned from any source during the period in question.

Section 11. The parties understand and agree in making this Agreement that they have resolved for its duration all bargaining issues, which were, or which could have been, made

the subject of negotiations. The arbitrable forum here established is intended to resolve disputes between the parties only over the interpretation or application of the specific provisions of this Agreement which are not excluded from arbitration.

Section 12. It is specifically understood and agreed to that in no event shall Board condonation of any past infraction of any work rule, regulations, duty, responsibility or policy in existence prior to the execution of this Agreement, be found to mitigate, in whole or in part, any discipline imposed by the Board for any current infractions; nor shall an arbitrator so find.

Section 13. Any Agreement reached between the Board and the Association in settlement of any grievance is binding on all employees involved and cannot be changed by an individual employee.

Section 14. The Board will not pay Association representatives or any other employees for any time spent in connection with arbitration procedure or proceedings or preparation for arbitration proceedings.

Section 15. Administrators may request an Association representative to be present during grievance meetings.

ARTICLE XXIX SALARY AND BENEFITS

Section 1. Salary Schedule.

A. Position on the Salary Schedule is determined by the number of years in the classification working for the Tecumseh Public Schools. However, at the discretion of the Superintendent, credit for previous administrative experience may be granted.

B. The salary schedule for the term of this Agreement will be based on the following:

1. The Administrator base is equal to the MA maximum, as stated in the TEA collective bargaining agreement.

2. Wages are based on 38 weeks while salary incorporates all factors and additional working weeks beyond 38 weeks. Wages equal the total general factor times the Administrator base.

C. General factors include: Job Factors, Longevity Factors, Degree Factors, Extra Building Factors, Additional Weeks Factors and Experience Factors.

1. Job Factors include the following:

a.	High School Principal	1.05
b.	Jr. High School Principal	1.04
c.	Elementary Principal	1.03
d.	Director of Health, Physical Education and Athletics; Director of Community and Adult Education	1.02
e.	Assistant Principals	1.01
f.	Director of State and Federal Programs	1.00

2. Longevity factors are computed at .03 of the Administrator's Base at steps 11, 16, 21 and 26.

3. The Degree Factors include two additional steps: Ed. Specialist at .02 and Ph.D. or Ed.D. at .04 of the Administrator's Base.

4. The Extra Building Factor is .02 of the Administrator's base and is not included in the "cap".

5. The additional weeks factor is computed by $\frac{1}{38}$ of the Administrator's base times the number of additional weeks. For example: a 42-week contract would add $\frac{4}{38}$ of the MA maximum to the wage for the

weeks worked beyond 38. Additional weeks must be individually approved by the Superintendent with the agreement of the administrator.

Standard Contract Weeks include the following:

a. High School Principal 48 Weeks, 38+10 additional weeks;

b. Adult and Com. Ed. Dir. 44 Weeks, 38+6 additional weeks;

c. All other Admin. positions 42 Weeks, 38+4 additional weeks;

6. The Experience Factor will be calculated at the Administrator's base and granted accordingly:

Year one:	0.00
Year two:	.03
Year three:	.06
Year four:	.09
Year five:	.12

D. The increases of pay are "capped" according to the following schedule:

1989-90	\$2,500.00
1990-91	\$2,600.00
1991-92	\$2,700.00
1992-93	\$2,800.00

Wages of any new personnel cannot exceed those of the lowest capped administrator in that classification.

These "caps" will be increased if the TEA agreement increases the teachers' masters maximum beyond 4% per year. For example: If the TEA increase is 5% the TAA cap would be increased accordingly: $5-4=1$ divided by 4 equals .25. Therefore, a cap of \$2,600.00 will compute to $2600 \times .25$ or \$650.00 + \$2600.00 = \$3250.00. Should the TEA Masters Maximum computation procedure change from the 1989 - 90 contract, negotiations will be reopened for the administrators on this point and this point alone.

E. Additional Responsibilities outside of the "Cap":

1. French Connection	\$1000.00
2. Kindergarten Roundup	\$ 500.00
3. Instructional Computer Coordinator	\$ 500.00
4. Elementary Scheduling 2 people @	\$ 250.00

Section 2. Retirement and Severance Benefits.

A. This provision is to encourage the early retirement of administrators who are at the top of the salary schedule, who have fifteen (15) or more years of service in the Tecumseh School District and who will have reached the age of fifty five (55) by September 1 following the last year of service or who will be illegible for state school employee retirement benefits upon retirement. An administrator who is eligible to retire prior to 55 years of age may opt to begin his 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 an administrator retired at age 55. The Board shall pay administrators who elect early retirement according to the next section.

B. Early Out incentive will be provided up to age 65. The incentive includes the following payment:

\$10,000.00	If claimed by July 1, 1990 for 1 year;
8,000.00	If claimed by April 1, 1991 for 1 year;
4,431.00	If claimed by April 1, 1992-93 for 1 year.

Years two through five \$4,431.00 or the same as the TEA, which ever is larger.

Years six through ten \$2,115.00 or the same as the TEA, which ever is larger.

When a person retires after the age of 55 the years of incentive will be reduced in reverse order of pay.

C. Severance pay will be granted for all unused sick leave at 1/2 the daily substitute rate of teachers up to a maximum of sixty-five (65) days.

Section 3. Insurance.

Commencing July 1, 1990, the Board agrees to pay the premium cost of group hospitalization insurance comparable to MESSA Super Care I with a \$50.00 deductible per individual or no more than \$100 per family. The employee shall be responsible for the deductible or co-pay. Effective July 1, 1991, the TAA agrees to the same premium limitations specified in the TEA contract for those years.

Commencement and duration of coverage and the nature, extent and amount of benefits shall be as set forth in the master insurance policies and the rules and regulations of the insurance carriers. The Employer's only obligation is for payment of premiums as provided above. Any claims settled between the employee and any of the carriers shall not be subject to the grievance procedure of this collective bargaining agreement. The Employer shall select or change the insurance carrier in its discretion and shall be entitled to receive any refunds or rebates earned without condition or limit of any kind. The Employer will provide the union with advance notice and an opportunity to provide input prior to a change in insurance carriers. The provisions of this paragraph shall apply to the term life insurance and long term disability insurance provisions contained in this Agreement.

The Employer shall have no obligation to duplicate any benefit under a hospitalization plan an employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee other than coverage provided by the Employer herein a party.

If an employee or dependent covered under the Employer's group hospitalization plan is also covered under any other group plan providing hospital, surgical, or medical benefits which (a) covers such employee or dependent by reason of employment of such employee or his dependent by another employer and (b) provides such coverage without cost to the employee or his dependent, then, in the event payment is made under such other policy for any expenses under the Employer's plan (including any prescription drug benefits as are made a part of such plan), benefits shall be paid under the Employer's plan only to the extent of the difference between (1) the full amount of all expenses incurred by the employee or dependents and allowable under the Employer's plan and (2) the total of payments made toward such expense under the other plan.

During the term of this Agreement, the Board agrees to pay the cost of premiums for dental insurance comparable to

MESSA/DELTA Dental Plan E with the 006 orthodontic benefit (Class III) rider. The Board further agrees to pay the cost of premiums for vision insurance comparable to VSP-2.

During the term of this Agreement, the Board will pay the premiums for long-term disability insurance benefits equivalent to 70% of the administrator's salary and subject to a maximum monthly benefit of \$3,500 and the specific provisions of the LTD policy purchased.

During the term of this Agreement, the Board will pay the cost of premiums for term life insurance in the amount of \$75,000.00.

It is further agreed that MESSA will be the carrier for the insurance programs identified above for the first two (2) years of this Agreement, after which the Board has the right to bid insurance and to change carriers provided advance notice and an opportunity to provide input is given to the Association.

ARTICLE XXX VALIDITY OF AGREEMENT

Should any article, section or clause of this Agreement be declared invalid by a court of competent jurisdiction, said article, section or clause shall be automatically deleted from the Agreement but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement.

ARTICLE XXXI MUTUAL WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXXII ENTIRE AGREEMENT

This Agreement supersedes and cancels all previous agreements and understandings, verbal or written, and all previous employment practices and fringe benefits, and ~~and~~ constitutes the entire agreement between the parties regarding wages, hours and working conditions of the administrators of the Tecumseh School District. This Agreement shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

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ARTICLE XXXIII DURATION

This Agreement shall commence July 1, 1989, and shall continue in full force and effect until midnight June 30, 1993, when it shall terminate. If either party desires to re-negotiate this Agreement, they shall give to the other party written notice to that effect not less than sixty (60) calendar nor more than ninety (90) calendar days prior to June 30, 1993. In any event, this Agreement shall not be extended beyond June 30, 1993, except by written consent by both parties.

SIGNATURES:

Contract ratified by
T.A.A.,

Cynthia S. Opelt

Cynthia S. Opelt
Association President

Gary J. Lovitt
Association Representative

Contract ratified by
Board of Education

June 18, 1990

Anthony J. Costa
Board President

N. Eugene Cooley
Board Representative

MEMORANDUM OF UNDERSTANDING

The parties agree that all bargaining unit employees will be paid a one-time, lump sum payment reflecting a wage adjustment retroactive to July 1, 1989.

Cynthia S. Orelt
Association President

Gary J. Howard
Association Representative

Anthony J. Cates
Board President

N. Eugene Cooley
Board Representative

RECEIVED JUN 20 1990

MEMORANDUM OF UNDERSTANDING

Tecumseh Public Schools (TPS) and the Tecumseh Administrators Association (TAA) understand and agree that the implementation of the collective bargaining agreement made between them on June 18, 1990 shall be consistent with the following:

- 1) That TAA members shall be paid a lump sum adjustment in a special payroll dated June 29, 1990 to reflect the difference between the agreed salaries for the 1989-90 contract year and amounts paid through the regular payroll of June 22, 1990.
- 2) That, in addition to the "cap" increases, the position of Director of Community and Adult Education shall receive \$3000 increases in contract years 1989-90 and 1990-91. Further, the work schedule for this position was increased for 1989-90 and subsequent years by two weeks (10 working days), and that compensation for this additional work (2/38ths of the administrator base) is not included in the cap for 1989-90. The salary for this position for 1989-90 will be \$ 41,375.
- 3) That for the 1989-90 contract year, salaries for positions covered by this agreement are "capped" at the following amounts (excluding 2nd building factor and additional responsibilities, not in cap):

Senior High Principal	\$ 55,894
Senior High Assistant Principal	\$ 41,094
Junior High Principal	\$ 49,830
Junior High Assistant Principal	\$ 43,132
Elementary Principal Fleming	\$ 49,990
Elementary Principal Opelt	\$ 48,660
Elementary Principal Sura	\$ 48,660
Elementary Principal Thomas	\$ 47,995
Director, Comm/Adult Education	See Above
Director, Hlth, Phys Ed, Athl	\$ 44,054
Director, State/Federal Programs	\$ 38,505

Signed the 20th day of June, 1990,

H. Eugene Cooley
H. Eugene Cooley
Superintendent of Schools
Tecumseh Public Schools

Cynthia S. Opelt
Cynthia Opelt
President
Tecumseh Administrators Assoc.