

TROY EDUCATION ASSOCIATION

A Local Affiliate of MEA/NEA

and

BOARD OF EDUCATION

Troy School District

**1993 - 1996
COLLECTIVE BARGAINING
AGREEMENT**

Troy School District

Troy School District

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Troy Education Association

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
BOARD OF EDUCATION,
TROY SCHOOL DISTRICT
AND
TROY EDUCATION ASSOCIATION,
A LOCAL AFFILIATE OF THE
MEA/NEA**

This Agreement entered into this fifth day of March, 1993 by and between the Board of Education of the Troy School District, Troy, Michigan, hereinafter called the Board, and the Troy Education Association, hereinafter called the TEA.

WITNESSETH

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

ARTICLE 1. RECOGNITION

1.1 The Board hereby recognizes the TEA, a local affiliate of the MEA/NEA, as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965 as amended, for all teachers as hereinafter defined for purposes of collective bargaining in respect to rates of pay, wages, hours, and other conditions of employment.

1.2 **Definition.** The term teacher when used hereinafter in this Collective Bargaining Agreement shall include the following personnel employed under contract by the Board. All teachers in grades preschool through twelfth (12th), including special education, guidance counselors, consultants, educational coordinators, librarians, reading support service (Section 43) teachers, Chapter I tutors, school psychologists, speech pathologists, social workers, department chairpersons, head teachers, administrative interns, and all paid positions as set forth in Schedules B, C, and D.

BUT EXCLUDING: superintendent; assistant superintendent-instruction; executive directors: auxiliary services, business services, personnel services, elementary instruction, secondary instruction; administrative assistant; principals: high school, middle school, special education, elementary school; assistant principals: high school, middle school, elementary school; high school building athletic director, high school activities director; directors: continuing education, special education, computer services, evaluation and research, health and health education, fine arts, guidance and counseling, athletics and physical education, media services, community relations, vocational education; supervisors: accounting, buildings and grounds, data processing, food services, planning and construction, purchasing, special education, maintenance, custodial services, cable TV, state and federal projects,

transportation; day-to-day substitutes and summer school teachers; continuing education teachers; teacher aides; study hall monitors; in-house suspension monitors; clerks, typists; secretaries; and all office personnel.

It is understood and agreed that study hall monitors and in-house suspension monitors shall not be employed in such a position when it could otherwise be filled by a laid-off teacher or less-than-full-time teacher interested and available to fill the position, or to prevent an involuntary transfer between buildings. Further, when a bargaining unit member is placed in either of said positions, the rate of pay shall be the same as if the teacher was assigned to a regular classroom.

Wherever the singular is used, it is to include the plural.

1.3 Other Organizations. The Board agrees not to negotiate with any teacher organization other than the TEA for the duration of this Agreement. However, nothing contained herein shall be construed to prevent a Board member or administrator from meeting with any teacher, groups of teachers or organization other than the TEA for the purpose of hearing and discussing their views on matters other than hours, wages and working conditions.

1.4 Employees in the District who perform administrative duties shall not be allowed to perform regularly assigned bargaining unit duties; however, bargaining unit members may substitute for administrators in cases of emergency for up to ninety (90) days. Said teacher shall not evaluate or discipline bargaining unit members and shall remain full dues-paying members.

1.5 It is understood that the bargaining unit members set forth in Article 1.2 have responsibility for performing duties normally associated with those positions. These duties shall be assigned only to a person who is a member, or will become a member, of the bargaining unit.

ARTICLE 2. TEA RIGHTS

2.1 Membership. The TEA agrees to admit to full participating membership all teachers as defined who wish to become members of the TEA.

2.2 Professional Responsibility. Teachers shall sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association (including the National Education Association and the Michigan Education Association) in the amount of twenty (20) equal amounts until the total required dues and special assessments are paid.

It is recognized that the proper negotiation and administration of collective bargaining agreements shall entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the TEA and execute an authorization for United Profession dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the TEA, which sum shall be forwarded to the TEA.

In the event that such an authorization is not executed by each teacher and presented to the Troy Education Association (who in turn will present this dues authorization to the Board within thirty (30) days following the commencement of employment of the teacher), the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and the terms of this Agreement, the services of such teacher shall be terminated as of the end of the current semester. Such teacher or teachers shall be notified (by the Board of Education, by the Troy Education Association) immediately upon the expiration of the thirty (30) day period heretofore mentioned. However, if at the end of the semester, the teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of said discharge or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction. In the event of any action against the Board brought in a court or administrative agency, or if a teacher files charges with the Tenure Commission, because of its compliance with this Article:

- A. The Board will give timely notice of such action to the TEA, and
- B. The Board will give full and complete cooperation to the TEA and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.
- C. The TEA agrees to provide and pay the full cost of TEA selected legal counsel. The TEA retains the right to settle any action at any time.
- D. The TEA agrees to indemnify and hold harmless the Board and its members, employees, agents or representatives from any and all direct liability, cost or fees which it or they may incur as a result of complying with Article 2.2.

2.3 The Board will provide the TEA with a list of dues and/or assessments authorizations shortly after the first payroll after September twentieth of each year. These dues and/or assessments shall be remitted to the TEA monthly.

2.4 Use of Facilities. The TEA and its members shall have the privilege of using school equipment and school building facilities at all reasonable hours when otherwise not in use and provided that no special custodial service is required.

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

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

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

2.5 The intradistrict mailing system shall be made available to the TEA and its members.

2.6 Strike and Lock Out Prohibition.

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

2.7 For the purpose of layoff and recall (ARTICLE 5) a tenure teacher or a teacher in a position that is not covered by the Tenure Act who has at least three (3) years of service with the Board and who holds the following positions within the TEA, shall be placed in the order listed below at the top of the seniority list.

- A. President
- B. Vice President
- C. Secretary
- D. Treasurer
- E. Grievance Chairperson
- F. Negotiations Chairperson
- G. Negotiating Team Members (based on actual seniority within the group)
- H. Trustees (based on actual seniority within the group)

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

For the purpose of this Article, the TEA agrees to limit the number of negotiating team members to eight (8) teachers and the number of trustees to five (5) teachers.

Negotiating team members and chairperson will be affected by this Article, commencing sixty (60) days prior to the opening of collective bargaining through ratification.

2.8 TEA Day. The TEA shall have the use of up to forty-five (45) days for TEA business requested by the President or Executive Director of the TEA. The TEA shall be able to purchase up to fifteen (15) additional days for TEA business at the minimum substitute rate of pay. The President, Vice President or Executive Director of the TEA shall make every effort to notify the Personnel Department at least forty-eight (48) hours in advance. The call-in procedure for substitutes shall be followed.

2.9 TEA Officers. The TEA president, vice president, secretary, treasurer, and four trustees shall have the privilege of leaving their buildings to conduct TEA business and/or implement this agreement when not scheduled in class. They must notify their building principal upon departure and return.

2.10 The Association shall have the equivalent of one officer released full time from teaching duties during the work days prescribed by the calendars in schedules E, F and G. The association shall have the option of releasing the president full time or releasing the president and vice president each half time. The president and vice president shall be released without loss of salary, insurance protection, seniority or other benefits provided for in this Agreement or by law. The release time shall commence on the first day of the semester nearest to the time the officer takes office and shall end the last day of the semester nearest to the expiration of the officer's term of office. The president/vice president shall have the option of either substitute teaching or teaching half time in his/her current position. The president-elect and vice-president-elect shall contact the executive director-personnel services to make arrangements for release time. The past officer(s) will return to his/her full-time teaching position, provided that his/her full-time position has not been eliminated, or to a vacant position for which he/she is certified and qualified which is acceptable to the past officers upon completion of his/her term of office. Since the TEA officers perform services which are of value to both the TEA and the Board, the Board accepts the foregoing as reimbursement for payment of these items referred to in MCLA 38.1371 (5) (B).

ARTICLE 3. TEACHER RIGHTS

3.1 The Board agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan and/or the United States or the Constitution of Michigan and/or the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of membership in the TEA, participation in any activities of the TEA or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

3.2 No teacher shall be prevented from wearing official insignia, pins or other identification of membership in the TEA, either on or off school premises. Bulletin boards in the main school office and the teachers' lounges shall be made available to the TEA and its members, provided that all materials posted relate to the official business of the TEA and such communication shall bear the name of the organization. Any questionable or improper use of bulletin boards shall become the concern of the principal and the TEA representative of that building.

3.3 Deductions for SOC Credit Union, tax deferred annuities, United Foundation and other current deductions will continue as authorized by individual teachers. Other deductions may be arranged by mutual agreement between the Board and the TEA.

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

3.5 **Equal Treatment.** The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, handicap, color or national origin, age, sex, or marital status or membership in or association with the activities of any employee organization. The Board and the TEA pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, handicap, sex, color or national origin and to seek to achieve full equality of educational opportunity to all pupils.

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

3.6 Nothing in this contract shall be construed to deny or restrict to any teacher any rights he/she may have under the Michigan General School Laws, Teacher Tenure Laws or other applicable laws or state departmental regulations.

3.7 **Teacher Personnel Files.** The teacher personnel files shall be those files concerning teachers which are housed and maintained by the Central Office of the District and/or in the office of each building principal. All contractual

infractions shall be entered in the file in the principal's office. The Board agrees to give every teacher access to their own files. The examination of the files shall be in the presence of an administrator or agent thereof. A representative of the TEA may be requested by the teacher to accompany the teacher in such review. Maintenance and inspection of personnel files shall be in accordance with the Bullard-Plawecki Right To Know Act (397 PA 1978) and as follows:

- A. Materials shall be removed from a personnel file if and when a teacher's claim that such material is inaccurate and has been sustained through the grievance procedure. The name of the person making the complaint shall be disclosed to the grievant by Step Two (2) of the grievance procedure.
- B. A teacher shall be permitted to reproduce any non-confidential material in his/her file. The Board may charge for the copies.
- C. Information relating to a teacher's unsuccessful application for a position requiring a screening committee recommendation may be removed from a teacher's file at his/her written request.
- D. Except for copies of materials routinely furnished teachers that are placed in the personnel file (e.g., individual contract, leave requests), a copy of all material placed therein will be furnished to the teacher.
- E. A teacher shall have the right to answer any material placed in his/her file, and his/her answer shall be attached to the file copy.
- F. Confidential recommendations, including credentials furnished by the college placement offices will be withheld, except for recommendations including credentials prepared after January 1, 1975, except when the right to examine recommendations and credentials has to be waived in accordance with Section 483 of 93-98 as amended of the Family Rights and Privacy Act.

3.8 Rights to Representation. Teachers shall at all times be entitled to have a TEA representative present when being warned, reprimanded or disciplined. The Administration shall inform the teacher of this right before warning, reprimanding or disciplining the teacher. If a teacher requests a TEA representative present, the administrator shall delay action until the TEA representative is present. However, the delay shall not exceed seventy-two (72) hours unless the administrator agrees to do so.

3.9 Reprimands, Warnings, or Disciplines.

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

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

- C. Only the teacher's immediate supervisors or a central office administrator may reprimand, warn or discipline a teacher or have said reprimand, warning, or discipline enclosed in personnel files.
- D. Written record of an incident and rebuttal involving a teacher will be removed from the teacher's personnel file when he/she leaves the District for any reason except a leave of absence.

3.10 All significant complaints and compliments, whether or not they seem valid, received by the Administration, shall be reported to the teacher named within one (1) week.

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

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

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

3.12 Under no circumstances shall a student's CA60 or confidential special education file contain any reference to a teacher's conduct or any information which may be construed as evaluating the teacher.

ARTICLE 4. EVALUATION

4.1 Evaluation Procedure. All tenure teachers shall be evaluated at least once every three years. All probationary teachers shall be evaluated at least twice each school year. Primary evaluators shall be identified to the teaching staff by October 1. Other evaluators and observers shall be identified prior to their observation. The evaluations are to be in written form, completed in triplicate and signed by the evaluator and teacher. One copy is to be given to the teacher and one copy placed in the teacher's personnel file housed at the local building. The Superintendent's copy will not be transmitted by the evaluator until after the evaluation conference, at which time the teacher receives the written evaluation. In absence of a written evaluation during a school year, the teacher's performance is assumed to be acceptable.

4.2 The Teacher Appraisal Handbook, as amended August, 1990, provides the minimum standards a teacher shall be expected to meet. During the first week of the school year, each teacher, who has not previously received one or who requests one, shall be given a Teacher Appraisal Handbook, as amended August, 1990.

4.3 If the principal suspects or has reason to believe that there will be a marked adverse change from the previous evaluation of the teacher, this fact is to be brought to the teacher's attention in writing in order that the teacher will have reasonable time within which to attempt to correct the situation.

4.4 Written explanation shall be given for a rating of "needs improvement" in the evaluation and must relate to the educational process and working relationships in the educational process. When line item ratings less than "acceptable" are given, suggestions to improve shall be listed on the evaluation, with sources of possible assistance included. When a rating of "unacceptable" is given, a plan for improvement shall be developed between the teacher and the evaluator.

A Plan for Improvement is a plan of required improvements as noted by the evaluator on the evaluation instrument given to the teacher. A Plan for Improvement may be given to a teacher who is rated unacceptable in one or more areas on the evaluation form but is not rated unacceptable overall.

A Plan of Assistance is a document recommending courses of action to be taken when an evaluator determines it necessary or when a teacher who has been on a Plan for Improvement has not improved in a satisfactory manner. A Plan of Assistance will be formulated only after an observation. A Plan for Improvement or Assistance may be assigned by the administrator for up to six (6) months. At the end of each six- (6-) month period, the administrator may extend the plan for another period of six (6) months. The procedure may be repeated at the administrator's option. Completion of recommended courses of action shall evidence intent to improve but may not be construed to mean that the teacher has successfully remedied the unacceptable performance. Teachers placed on a Plan of Assistance or Improvement shall meet with the administrator writing the plan before said plan is implemented.

- A. In a year in which a teacher is evaluated at least two (2) observations per year of a teacher's work in the classroom shall take place for a minimum of twenty-five (25) minutes during a regularly scheduled class period. The teacher may request and have an additional observation.

The individual teacher shall be notified not less than the day preceding the first observation nor longer than ten (10) working days in advance of the first classroom observation, but need not be notified of other observations.

- B. In all cases, classroom observations for a particular written evaluation shall be performed by the evaluator(s) who will also be the person(s) producing the written evaluation. There should be a reasonable interval of time between observations for a written evaluation. Following observations teachers will be provided feedback including items that the evaluator(s) believe require alteration or improvement within ten (10) working days of the classroom observation.
- C. A teacher may submit a rebuttal if he/she does not agree with the written evaluation. The rebuttal is to be attached to all object evaluations by the person responsible for the teacher's personnel file housing the object evaluation.
- D. It is agreed that no observation shall be made by any electronic device without the knowledge and agreement of the teacher.
- E. All formal observations of the teacher's performance shall be conducted openly and with the full knowledge of the teacher.
- F. Formal evaluation of a teacher's performance shall not take place the first week of the school year at elementary, the first week of each semester at secondary, on a half-day (except kindergarten), during parent teacher conference days, on the day before or following a holiday or recess period.
- G. All written evaluations will be completed and submitted to the teacher by June 1.

4.5 The written evaluation instrument adopted January, 1990, by the School District shall be the exclusive evaluation instrument used. The evaluation instrument shall indicate an overall rating of acceptable, needs improvement or unacceptable.

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

ARTICLE 5. LAYOFF AND RECALL PROCEDURES

Layoffs shall be governed by provisions 5.1 through 5.8.

5.1 Layoff means removal from the payroll with no employment rights other than retention of seniority status, extra-duty status, recall rights as noted below, and such other rights as provided.

5.2 If, because of unforeseen circumstances, such as reduction in student population, changes in curriculum or deficit financial conditions, it becomes necessary to reduce staff, the following layoff procedures shall prevail. The order of reduction of staff will be as follows:

- A. Tenure teachers in order of seniority (starting with the most senior) will be given the opportunity to take a voluntary layoff; provided, however, that no teacher will be allowed to take a voluntary layoff unless a qualified replacement for his/her position is available. As used in Section 5.2A, the term "qualified" means that the teacher must be certified and qualified as defined in Section 10.3 for the position. In addition, teachers of art, music, and physical education in grades K-5 must have a major or minor in the subject area.
- B. If the required number of layoffs cannot be effectuated through the voluntary procedure, involuntary layoffs will be effectuated in the following order:
 - 1. Non-tenure teachers in order of seniority (least senior first), however, the Board will retain non-tenure teachers when no tenure teachers are available or qualified for the position.
 - 2. Tenure teachers in order of seniority (least senior first).
- C. Notice of potential availability of voluntary layoffs shall be sent to all teachers not later than March fifteenth.
- D. Requests for voluntary layoffs shall be sent to the Executive Director-Personnel Services no later than April fifteenth.
- E. A teacher requesting a voluntary layoff shall be notified no later than June 25th if the voluntary layoff will be provided. If the request for a voluntary layoff is denied, the teacher who made a timely and proper application for a voluntary layoff shall be allowed to apply for any unpaid leave by July fifteenth, for which he/she would otherwise be eligible. In this case, the July fifteenth application shall be considered timely, and the controlling sections of Articles 18 and 19 shall determine if the leave is granted.

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

5.4

- A. The voluntary layoff will be for at least one school year. Thereafter, the teacher may be recalled at any time.

While on voluntary layoff the teacher may return to active employment in any position (to be selected by the Board) for which he/she is

certified and qualified and which is held by a less senior teacher; provided, however, that such return must occur at the beginning of the school year unless the Board agrees otherwise, and the teacher must give the Board written notice of his/her intent to return by the preceding March 1.

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

- B. The District shall notify all teachers on voluntary leave due to voluntary layoff as of September 1, 1988, that on and after July 1, 1989, they may be recalled and that failure of the teacher to accept recall will result in a termination of their contractual right to continued employment with the District.

5.5 Written notice of involuntary layoff shall be received by all affected teacher(s) by May first. Teachers who are involuntarily laid-off will retain seniority and recall rights for three school years.

5.6 The Board will make an effort to find another teaching position for involuntarily laid-off teachers. This will be accomplished by sending a list of all involuntarily laid-off teachers to a reasonable number of district(s) specifically requested by a teacher.

5.7 A teacher who is still on layoff status at the commencement of the school year immediately following receipt of layoff notice in Section 5.5 above, but is recalled prior to December 1, shall be reimbursed by the Board for his/her actual cost of all direct-pay insurance benefits provided for in Article 25.

5.8 A teacher shall not be involuntarily laid-off because of curricular change unless such change would render the teacher non-qualified and he/she has refused other assignment opportunities for which qualified or has turned down training by the employer (at the employer's expense) to qualify him/her for existing vacancies.

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

Recalls shall be governed by provisions 5.9 through 5.12.

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

When a vacancy exists and the most senior laid-off teacher is certified for the position but is not qualified or willing to become qualified for the position as provided for in Section 10.3, said teacher will not be recalled but will retain his/her seniority and will be moved to the bottom of the recall list.

If no laid-off teachers are qualified as per Section 10.3, then the Board shall hire a teacher to fill the vacancy. Nothing contained in this Article shall obligate the Board to transfer teachers or alter schedules to facilitate the recall of a laid-off teacher after October 1.

It is understood that vacancies at the high school will be filled by individuals meeting North Central accreditation standards. Based on seniority, a teacher on layoff who is certified for the vacancy but does not meet North Central accreditation standards shall be recalled to the position if the teacher agrees to take a minimum of six (6) semester hours per calendar year until such time as the teacher meets the North Central accreditation standards. The teacher must be enrolled in a minimum of three (3) semester hours within six (6) months of his/her notification of recall. Should the teacher not wish to be recalled to a position for which he/she does not meet the North Central accreditation standards, the teacher will not be recalled but will retain his/her seniority and will be moved to the bottom of the recall list.

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

5.10 No new teacher shall be hired before involuntarily laid-off teachers with recall rights who possess the necessary qualification have been given an opportunity for recall as per Sections 5.8, 5.9, and 5.12.

5.11 Recall of involuntarily laid-off teachers will be based on reversal of Section 5.2 above; i.e., the last laid-off shall be the first recalled except as may be modified by Section 5.9 above.

5.12 Involuntarily laid-off teachers being recalled by August first will be given fifteen (15) days from the date of the receipt of a registered or certified letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the fifteen (15) day period will cause the employee to be moved to the bottom of the recall list. Involuntarily laid-off teachers being recalled after August first will be given ten (10) days from the receipt of a registered or certified letter of recall to indicate the acceptance or rejection of reemployment. Failure to respond within the ten (10) day period will cause the employee to be moved to the bottom of the recall list. (Also see Section 2.7)

5.13 Teachers who are scheduled to be laid off or transferred into positions for which they are not qualified within the meaning of Article 10, will be given tentative notice by May 15 of his/her qualification deficiency. At or before the end of the school year, the teacher will be given a second notice confirming that he/she is not qualified to teach the ensuing year's assignment. The teacher will be laid off if he/she either (1) fails to notify the Executive Director-Personnel Services by June 25 that he/she will pursue the necessary course work to become qualified within the meaning of Article 10; or (2) notifies the Executive Director-Personnel Services by June 25 that he/she will not pursue the necessary course work to become qualified within the meaning of Article 10.

5.14 A teacher, who is notified prior to the commencement of a school year that it will be necessary to take classes in order to be qualified as defined in Article 10, will be permitted to complete the required classes prior to the start of the school year following his/her assignment for which requalification is required. The teacher is required to enroll in class(es) by April 1.

5.15 A teacher who is laid off and who is paid unemployment compensation benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for the school year had he/she not been laid off, subject to the following conditions:

- A. The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had he/she been employed the entire school year.
- B. The salary earned through employment in the District shall not be less than his/her salary from same for a similar period during the preceding school year.

5.16 The status of shared-time teachers who are recalled and the status of teachers recalled to shared-time shall be covered by the following provisions:

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

ARTICLE 6. TEACHER RESPONSIBILITIES

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

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

- A. Careful daily preparation of lessons, lectures, demonstrations.
- B. A teacher may be required to serve on no more than two committees during the school year. The length of service in each activity shall not exceed five months. An activity lasting more than five months shall satisfy the requirement of serving on two committees during the school year. Teachers may be requested to serve on district-wide, inter- and intraschool committees. This section is not intended to limit a teacher from voluntarily serving on any number of committees.
- C. A written notice will be provided of not more than three (3) required evening events each teacher is expected to attend. Written notice of up to two (2) building activities requiring all staff to be in attendance will be given by October 1. Each teacher will be given a written notice of the other required event(s) at least two weeks before each event. Parent-Teacher conferences are set forth in the school calendar and not included in the mentioned events. In any event the number of required evening events shall not exceed three (3).
- D. Promptness in meeting classes, keeping appointments with parents, students and other school employees, and in furnishing essential reports and information required by administrators. See Article 12, Teaching Hours.
- E. Principals may request teachers to attend important school functions.
- F. It is the responsibility of the teacher to assist the administration in maintaining discipline and proper student behavior, as set forth in the Student Rights and Responsibilities Handbook.
- G. Teachers shall make an effort to be aware and report the general health and well-being of students as it relates to evidence of child abuse, nutrition and general childhood illnesses.

6.3 Absence. When a teacher is unable to be in school on any given day, he/she should contact the system-wide designated elementary or secondary number at least one and one-half (1½) hours prior to the student starting time, in order that arrangements may be made for a substitute.

- A. A teacher shall not be charged a leave day on a day when schools are closed, as per Section 9.1, unless the absence was arranged for prior to the closing of school and is a day in a series of absences.

- B. Each teacher shall be provided at the beginning of the school year, the number that should be called when a substitute is needed.
- C. In the event of the absence of art, music, library, physical education, and reading teachers, the Board agrees to provide substitutes when properly qualified substitutes are available.
- D. In the event that a remedial reading teacher notifies the Administration that he/she will be absent for more than five (5) consecutive contact days with students, a substitute shall be provided.
- E. These teachers will provide lesson plans to be used in the event of their absence and shall follow the call-in procedures as outlined in Article 6, Section 6.3.
- F. When a teacher calls in late, the Executive Director-Personnel Services will contact the teacher to determine whether an emergency situation existed.

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

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

6.5 Health Protection. In order to provide continuing health protection for students and other school personnel:

- A. Upon initial employment each employee shall provide by certification of his/her private physician evidence of:
 - 1. Such state of physical and mental health that he/she is able to attend to his/her assigned duties without undue absence during the ensuing year.
 - 2. Freedom from active tuberculosis and other communicable diseases.

6.6 Management Days. Substitute teachers shall be provided by the Board for up to three half days per teacher for elementary teachers working on management record systems and/or district-approved voluntary staff development activities. Teachers eligible for record management days shall schedule said half days in the following manner. Half days scheduled on Mondays, Fridays, and days before and proceeding holidays and vacation periods shall be requested at least ten (10) working days in advance and must be approved by the building principal. All other half days must be scheduled with at least twenty-four (24) hours notice to the building principal.

ARTICLE 7. RIGHTS OF ADMINISTRATION

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

ARTICLE 8. JOINT RESPONSIBILITIES

8.1 The parties recognize the importance of a quality educational program designed to meet the need of all students. Changes in the program are effectively made when the Board, administration and teachers work in cooperation.

8.2 District committees established to study curriculum and program shall include teachers.

8.3 The organization of the instructional program and curriculum is designed to meet the special needs of all students within the teachers' regular work day. The regular work day shall not be changed if the result would be an expansion of the teachers' work time. The duties of teachers may be altered to meet the needs of students and teachers, providing that the teachers are given reasonable flexibility within the program.

8.4 The TEA will use its best efforts to assist the Board with ideas and plan to provide for maximum efficiency in the use of building facilities including change in existing buildings and design of new buildings.

8.5 Responsibility for student achievement is the joint responsibility of teachers, administrators, the Board, parents, the community, and students. Recognizing this, teachers are not solely responsible when a student does not achieve a level of performance determined in advance as a standard.

8.6 In order to maximize the cooperative effort between teachers and instructional aides, teachers who are to be assigned a new instructional aide shall be notified of the opportunity to be involved in the interview process prior to final selection. To the extent possible, the desires of the teacher shall be a criterion in the selection of the instructional aide. The principal will inform the teacher of his/her aide's job responsibilities as it relates to the effective use of the aide. The teacher will likewise be informed of his/her rights and responsibilities as it relates to the aide.

8.7 The parties agree to maintain or improve the high standards of educational opportunity for students and professional conditions that exist in Troy School District.

ARTICLE 9. HEALTH AND SAFETY

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

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

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

9.2 In emergency situations (i.e., severe weather with the threat of tornadoes, etc.), teachers may leave the building during lunch periods only after receiving permission from the building principal.

9.3 Teachers have the right to inspect the building, to which they are assigned, its premises, and equipment on their own volition, or as a result of the initial report of possible unsafe and/or unhealthy conditions. The report of an unsafe or unhealthy condition shall be reported in writing to the proper authority. Such report may include suggestions to correct the condition or remove the danger of said condition.

9.4 In any case, where a teacher is sued and held personally liable for injuries caused by an unhealthy or unsafe condition in the school building or equipment, the Board will indemnify and hold harmless the teacher against any damages adjudged against him or her providing the teacher had no knowledge of the condition or had knowledge and reported same in writing to the principal.

9.5 Emergency procedures for the District and each building within the District shall be established in the event of heating, ventilation, plumbing, and/or power failures. In addition, procedures for fire, tornadoes and severe winter weather shall also be established on the same basis.

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

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

ARTICLE 10. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

10.1 All new teachers employed by the Board shall have at least a Bachelor's degree from an accredited college or university and a provisional, permanent, continuing, or life certificate (full certificate). Non-degree teachers may be employed for vocational education if no degree teacher is available and annual authorization is granted by the State Department of Education. Less than fully certified teachers may be employed as school social workers, school psychologists, physical therapists, and occupational therapists.

10.2 All teachers shall be employed under approved individual contracts based on certification, or annual authorization, in accordance with the State Board of Education and in accordance with federal and state regulations, insofar as hiring minorities and members of both sexes.

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

- A. To be qualified in grades K-6 the teacher must be certified in accordance with state law.
- B. Primary Qualifications. To be qualified in grades 7 and 8, the teacher must be certified in accordance with state law and must possess a major or minor in a majority of the subject area(s) taught, or the teacher has had a minimum of one year of successful recent* experience teaching the assigned subject area(s) in grades 6, 7 or 8 in the Troy School District. For a full year course, the teacher must have a minimum of seven (7) consecutive months of prior teaching experience teaching the assigned subject area(s) in grades 6, 7 or 8. For a semester course, the teacher must have a minimum of three (3) consecutive months of prior teaching experience in grades 6, 7 or 8. The teacher will be given experience credit for any month in which the teacher began teaching on or before the fifteenth (15th) of the month. The teacher shall receive no credit for months in which the teacher began teaching after the fifteenth (15th) of the month.

Alternative Qualifications. A teacher shall be considered qualified if the teacher fulfills or meets one of the following conditions:

1. The teacher must take a minimum of six (6) semester hours per calendar year which lead to a major or minor in the subject area(s) to be taught. The teacher must be enrolled in a minimum of three (3) semester hours on or before April 1. Teachers recalled after October 1 must enroll in a minimum of three (3) semester hours within six (6) months of the notification of recall.

* Successful is defined as not currently on a plan of assistance or facing tenure charges. Recent is defined as having taught the subject within the last five (5) years.

2. It is understood that a teacher certified to teach a subject in grades 9-12 can teach comparable subjects in grades 7 or 8.

If the 7th/8th grade teacher fails to satisfy one of the primary or alternative qualifications above, then such teacher shall be laid off.

In grades 7 and 8, teachers of band, strings, foreign language, industrial arts, typing, art, music and physical education must possess a major or minor for the majority of the classes taught. It is understood that these teachers are not eligible to be deemed qualified as defined in A or B above.

- C. Primary Qualifications. To be qualified in grades 9-12, the teacher must be certified in accordance with state law and must satisfy North Central accreditation standards in the majority of the subject areas taught, or the teacher has had recent successful* teaching experience in the assigned subject areas in the Troy School District. For a full year course the teacher must have a minimum of seven (7) consecutive months of prior teaching experience at the high school level. For a semester course, the teacher must have a minimum of three (3) consecutive months of prior teaching experience at the high school level. The teacher will be given experience credit for any month in which the teacher was teaching on or before the fifteenth (15th) of the month. The teacher shall receive no credit for months in which the teacher was teaching after the fifteenth (15th) of the month.

Alternative Qualifications. The teacher shall be considered qualified if the teacher fulfills or meets either of the following conditions:

If the teacher is certified for the position but does not meet the North Central accreditation standards, the teacher must take a minimum of six (6) semester hours per calendar year until such time as the teacher meets the North Central accreditation standards. If transferred or recalled on or prior to October 1, the teacher must be enrolled in a minimum of three (3) semester hours on or before April 1. Teachers recalled after October 1 must be enrolled in a minimum of three (3) semester hours within six (6) months of notification of recall. It is understood that a teacher shall be required to meet the North Central accreditation standards one time during employment. Upon request of the Board, the teacher may elect to meet additional North Central accreditation standards at Board expense.

If a 9th through 12th grade teacher fails to satisfy one of the primary or alternative qualifications above, then such teacher shall be laid off.

10.4 Wherever the term "qualified" is used in this Agreement, it shall be as defined in Article 10, Section 10.3. For purposes of this Article, successful is defined as not currently on a plan of assistance or facing tenure charges and recent is defined as having taught the subject within the last five (5) years.

* Successful is defined as not currently on a plan of assistance or facing tenure charges. Recent is defined as having taught the subject within the last five (5) years.

ARTICLE 11. PROFESSIONAL COMPENSATION

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

11.2 **Extra-duty Compensation.** The salary schedule is based upon a normal weekly teaching load during normal teaching hours, as hereinafter defined during the life of this Agreement. For any additional work or duties, the teacher shall be entitled to appropriate additional compensation, as provided in Schedules B, C and D.

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

11.4 School Calendar.

- A. The school calendars set forth in Schedules E, F and G of this Agreement are based on 184 teacher days of work and 6 paid holidays for a total of 190 days. To insure provision of the minimum number of days of student instruction as required by MCLA 388.1701, as amended from time to time, days of student instruction may be rescheduled and the necessary modifications to the school calendar will be made.
- B. In the event that pupil instructional days have been canceled due to conditions not within the control of the Board, then instructional days shall be rescheduled to comply with MCLA 388.1701. In order to make up canceled days, the following days of the school calendar will be instructional days without any additional compensation to bargaining unit employees:
 1. The teacher noninstructional day at the end of the first semester ($\frac{1}{2}$ day of student classes; full day for teachers);
 2. The last teacher noninstructional day at the end of the second semester ($\frac{1}{2}$ day of student classes; full day for teachers);
 3. Add up to three (3) days to the end of the student year (full teacher/full student days) without additional pay.
- C. If additional days of instruction must be scheduled to insure compliance with MCLA 388.1701 beyond those days specified in 11.4 B (1), (2) and (3), then such days will be scheduled at the end of the teacher school year; and teachers will be eligible for their daily rate of pay for such days taught. Rescheduled days in 11.4 B (3) and 11.4 C shall be scheduled before the last three (3) half days of the student year.
- D. If MCLA 388.1701 is modified or repealed so as not to require the rescheduling of student instructional days, Section 11.4 of this Agreement shall be null and void and the following language shall apply:

School Calendar. The school calendars set forth in Schedules E, F and G of this Agreement are based on 184 teacher days of work and six (6) paid holidays for a total of 190 days. The school calendar shall not be modified for the duration of this Agreement unless by mutual agreement.

E. In any event teachers shall not lose pay for Act of God days as defined in MCLA 388.1701 which the Board decides not to make up or for which the law allows not to be made up.

11.5 Pay Periods. The teacher shall be given the option at the beginning of each school year of electing to receive his/her salary in twenty-one (21) equal payments or twenty-six (26) equal payments according to the pay schedules in Schedule A.

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

11.6 Compensation for B Schedule assignments shall, at the option of the teacher, be paid in a one-time payment upon completion of the activity, or a two-time payment, half at the midpoint of the activity and the remainder upon completion of the activity for which compensation is being received. Compensation for C Schedule and the Head Teacher and Department Chairpersons in the D Schedule shall be paid in twenty (20) or twenty-five (25) consecutive payments consistent with the teacher's option in Section 11.5, commencing with the second payment of the school year.

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

11.8 Direct Deposits. The parties agree to investigate direct deposit of paychecks with a financial institution. In the event the parties agree that direct deposits are desirable, the Administration shall immediately take all necessary steps to implement the direct deposit program.

11.9 Credit Union Deductions. Credit union deductions shall be transmitted to the credit union on the date of the paycheck from which the deduction was made.

11.10 Paycheck Payments. The Board agrees to provide a biweekly schedule of payment to the TEA prior to the beginning of the school year. In the event a pay date falls the week a recess begins (Thanksgiving, Midwinter, Easter, Christmas) paychecks shall be issued the teachers' last workday, but no earlier than Wednesday prior to the recess. For purposes of this provision, recesses begin on the first normal workday that the teacher is not required to report.

11.11 Upon written application to the Executive Director-Personnel Services, the Board or its designee may grant days off without pay.

ARTICLE 12. TEACHING HOURS

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

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

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

Middle School 7-Period Day Options

<u>Reporting Time before Start of Student Day</u>	<u>Dismissal Time after Close of Student Day</u>	<u>Start of Student Day</u>	<u>Close of Student Day</u>
10 minutes	30 minutes	10 minutes	25 minutes
15 minutes	25 minutes	15 minutes	20 minutes
20 minutes	20 minutes	20 minutes	15 minutes
25 minutes	15 minutes		

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

12.3 The TEA encourages teachers to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time.

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

12.5 On Fridays and days immediately preceding school holidays and vacations, the teachers' day shall end at the close of the pupils' school day, except that the teachers should remain in the building until the buses have left the school grounds. Teachers involved in scheduled TEA meetings shall be excused at the end of the pupils' school day, except that this practice shall not apply to more than five (5) days when the entire TEA membership is involved.

12.6 Elementary Preparation Time. The Board agrees to provide a weekly minimum of two hundred (200) minutes of preparation and conference time for all elementary teachers. Planning time for classroom teachers (including kindergarten) will be scheduled in segments of at least twenty-five (25) minutes each day whenever possible, but will be guaranteed at least 25 minutes each

day 4 days a week, unless the teacher agrees otherwise. Planning time for special teachers (art, music, physical education, media, etc.) will be scheduled to provide a minimum of three (3) twenty-five (25) minute segments. Remaining planning time will be scheduled in segments of not less than fifteen (15) minutes.

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

12.8 Staff Member Death. Whenever a teacher or principal dies, that school shall be closed the one-half day of the funeral if at all possible. Persons in other buildings wishing to attend said funeral will request permission from the building principal. Permission will be granted, as long as substitutes are available without time loss from leave days.

12.9 Lunch Period, Elementary. All elementary teachers shall be guaranteed a duty-free, uninterrupted lunch period of forty-five (45) minutes per day. In the event a teacher has not had a forty-five (45) minute lunch period, he/she shall be excused immediately after school by the principal. Teachers are not required to stay in the building during their lunch period.

12.10 Lunch Period, Secondary. Secondary teachers shall have a duty-free lunch period at least equal to that of the students or 25 minutes whichever is greater during which they may leave the building.

12.11 Elementary Recess Procedure. The standard procedure shall be a fifteen (15) minute morning and fifteen (15) minute afternoon recess, but an individual school may choose to alter this by agreement of staff and principal. Recess period does not apply for the morning or afternoon that a particular class has physical education instruction, except in those cases where a teacher believes it to be in the best educational interests of his/her students. In this situation, the individual teachers shall supervise their own recess period.

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

A teacher who is not supervising recess shall not be assigned any other duty at that time.

12.12 It is recognized by the Board and the TEA that reasonable grade level, departmental and general faculty meetings are a necessary and integral part of the professional duties of teachers. Up to a maximum of three hours per month may be used by the building principal for such meetings. During the North Central self-evaluation year and the visitation year, up to one additional hour per month may be used exclusively for North Central evaluation activities. Every effort will be made not to schedule meetings on two consecutive days, on Fridays or days preceding a vacation, recess, holiday period or designated half-day workdays.

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

12.13 Teachers shall be relieved of teaching duties during the course of their involvement in diagnostic interpretations meetings. Teachers required to attend IEPC meetings shall be relieved of teaching duties during the course of their involvement in said meeting.

12.14 All teachers shall be informed no later than Thursday of the week preceding the event of temporary workday schedule changes which result from special activities such as assemblies and homerooms. In the event a scheduled special activity is canceled or rescheduled, all teachers shall be notified immediately.

12.15 With the approval of the special education principal, school psychologists and social workers shall be allowed to adjust their work day so as to provide compensatory time for meetings with parents outside of their normal work day.

12.16 **Seven- (7-) Period Day Option for Middle School.** In the event the seven-(7-) period day is implemented at the middle school, the daily class schedule will be as follows:

First Hour	-	8:05 - 8:55
Second Hour	-	9:00 - 9:45
Third Hour	-	9:50 - 10:35
Fourth Hour	-	10:40 - 12:05
Fifth Hour	-	12:10 - 12:55
Sixth Hour	-	1:00 - 1:45
Seventh Hour	-	1:50 - 2:40
Lunch A	-	10:40 - 11:05
Lunch B	-	11:10 - 11:35
Lunch C	-	11:40 - 12:05

Notwithstanding the specific times listed above, the District shall have the right to change the above starting times, ending times, and lunch periods, provided that the internal structure of the schedule is retained.

Teachers will be provided seven (7) preparation periods per week. A middle school a.m. half day will be from 8:05 to 11:10 a.m. A middle school p.m. half day will be from 11:10 a.m. to 2:40 p.m.

Middle School Teams

- A. An assignment of each teacher to a team shall be consistent with their majority grade assignment (i.e., sixth, seventh and eighth grade). The fourth team shall consist of teachers of elective subjects.

Media specialists, reading support teachers, special education teachers, special services persons and counselors shall attend team meetings at the request of a team or the principal.

B. Team Functions

1. Curricular review
2. Student guidance
3. Parent-team conferences
4. Student scheduling input
5. Student update (health, citizenship, grades, etc.)
6. Teaching techniques
7. General business, as determined by the team and the building principal

ARTICLE 13. CLASS SIZE

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

- A. It is recognized by the Board and the Association that the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree that every effort will be made to keep class sizes at acceptable numbers as dictated by the financial conditions of the District, the building facilities available, and the best interests of the District as deemed administratively feasible.
- B. Every effort shall be made to equalize loads throughout the building at each particular grade level. By the second Friday of the school year, these loads shall be equalized.
- C.
 - 1. The Board shall plan kindergarten classes to contain a maximum of twenty-six (26) pupils.
 - 2. The Board shall plan first and second grade classes to contain a maximum of twenty-eight (28) pupils.
 - 3. The Board shall plan third, fourth and fifth grade classes to contain a maximum of twenty-nine (29) pupils.
 - 4. The maximum number of pupils allowed in a split grade classroom shall not exceed 80 percent of the number allowed in the lower grade of the two grades involved. Split grade classroom is two consecutive grades (i.e., first and second, fourth and fifth) in the same classroom. Kindergarten shall not be involved in a split grade classroom.
 - 5. The maximum number of pupils allowed in an ungraded primary cycle classroom shall not exceed 80 percent of the number allowed in the lower grade of the grades involved.
 - 6. Class size for art, vocal music, physical education and media will remain at 30 students per section.
- D. The District shall retain the flexibility to address an overcrowding situation by transferring some students within the building or to another building, or hire an additional teacher, using rooms available in existing facilities. However, the District may also choose one of the following two (2) options:
 - 1. Agree to pay an additional \$80 per marking period for each student in excess of the maximum class size limits set forth in Section C above, up to a maximum class size limit of twenty-seven (27) in kindergarten classes, and thirty (30) in classes in grades 1 through 5. It is understood and agreed that this money shall be paid directly into the TEA scholarship fund for graduating high school students from the Troy School District.
 - 2. Agree to provide a half-time aide for classrooms in excess of the maximum class size limits set forth in Section C above, up to a maximum class size limit of twenty-seven (27) in Kindergarten classes and thirty (30) in classes in grades 1 through 5.

E. It is the recommendation of both the Board and the Association that classroom assignments shall be based upon the following considerations:

1. Physical size of the classroom
2. Set maximums at this grade level
3. Normal size of these grade level students

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

- A. In grades 6, 7 and 8 the maximum number of students per section, unless otherwise stated, shall not exceed thirty (30).
- B. In grades 9, 10, 11 and 12 the maximum number of students per section, unless otherwise stated, shall not exceed thirty (30).
- C. The number of students in all lab classes shall not exceed the number of stations or twenty-four (24), whichever is less. All Home Economics, Vocational Education and 9-12 grade Science classes are considered laboratory classes except for Marriage and Family Life; Child Growth and Development; Housing and Home Furnishing; Stitchery; and Singles Survival.

New classes may be added to this list only with approval of the High School/Middle School Curriculum Committee.

- D. In grades 6, 7 and 8 Science classes, the maximum number of pupils shall be twenty-eight (28).
- E. In English and Reading classes (6-12)
 1. The number of students in Level I classes shall not exceed fifteen (15). The number of students in Level II classes shall not exceed twenty-one (21).
 2. Teachers shall be responsible for grading no more than one hundred thirty (130) students. For teachers who do not teach English classes full time, the daily student totals shall be as outlined below:

One English class - twenty-six (26) students
Two English classes - fifty-two (52) students
Three English classes - seventy-eight (78) students
Four English classes - one hundred four (104) students

Example:

Middle School:

Fifth class (Social Studies) - one hundred thirty-four (134) students

High School:

Fifth class (Social Studies) - one hundred thirty-four (134) students

In grades 6, 7 and 8, when an English class is combined with any other departmental class for the purpose of team teaching, an aggregate maximum of no more than fifty-six (56) students shall be scheduled into the two classes.

- F. Teachers of foreign language classes shall have a maximum class size of twenty-five (25) with the exception of middle school exploratory classes whose maximum shall not exceed twenty-eight (28).
- G. Theater classes shall have a maximum class size of thirty (30) students.
- H. General math class size shall have a maximum class size of thirty (30) students.
- I. Computer classes at the middle school will have a maximum of twenty-eight (28) students. Computer classes at the high school will have a maximum of twenty-six (26) students.
- J. At the secondary level in the areas of band and orchestra, sectionals will be provided according to the following formula:

100-199 students/day = one sectional
200 or more students/day = two sectionals

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

The voluntary assigning of a sixth teaching period in the secondary may be accomplished after the following criteria have been considered:

- 1) Availability and district-wide seniority within the department of the affected building.
- 2) The number of sixth period class assignments the teacher has taught in past years.
- 3) Teacher possesses the contractual requirements for teaching said course.
- 4) Any other criteria upon which the parties agree.

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

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

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

- L. It is the recommendation of both the Board and the Association that classroom assignments shall be based upon the following considerations:
1. Physical size of the classroom
 2. Set maximums at this grade level
 3. Normal size of these grade level students
- M. Physical Education classes in the middle schools and high schools shall have a maximum of thirty-three (33) students.
- N. Every effort shall be made to equalize class sizes of like sections in the same department.
- O. Advanced placement classes and basic social studies classes at the high school level shall have a maximum class size of 25. The District agrees to pay teachers an additional \$80 per marking period for each student in the class over 25 up to a maximum of 5 additional students (which money shall be paid directly into the TEA scholarship fund for graduating high school students from the Troy School District.) Section K above shall not apply until class size exceeds thirty (30) in these classes.

13.3 Mainstreaming/Special Education

The student age range in a classroom and/or caseload shall not exceed the state/federal regulations, rules or guidelines. Special education class size maximums shall be as provided in applicable federal and state statutes and the applicable administrative rules for special education.

ARTICLE 14. TEACHING CONDITIONS

14.1 A secondary teacher shall not be assigned more than five (5) fifty-five (55) minute classes per day and will have a preparation period of the same length as a class period each day. In the event the Board increases the passing time at secondary, the increased time shall be taken from the class period.

In the event the Board implements a seven- (7-) period day at the middle school level, middle school teachers shall not be assigned more than five (5) classes and one (1) team planning/conference period per day averaging a total of not more than two hundred seventy-five (275) minutes per day and each teacher will have at least one (1) preparation period of the same length as a class period each day.

Reading practitioners and the theater manager shall have two (2) non-student periods.

The High School Restructuring committee shall continue to meet. The parties agree that bargaining on a high school restructuring plan may be opened by either party during the term of this agreement. Any finalized plan, as negotiated by the parties, shall be submitted to the proper groups for ratification.

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

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

14.3 In schools where beverages are not otherwise or already available, vending machines shall be installed at the request of the TEA, the proceeds to be used at the discretion of the building faculty.

14.4 Safety goggles and protective clothing will be provided to teachers of special areas, i.e., shop, science, art, and home economics. Laundry services will only be provided for auto mechanics, metal shop, machine shop, printing and welding teachers.

14.5 **Scheduling of Special Subjects.** All scheduling of special subjects (art, music, physical education and library) will be done by the building principal after consultation with special subjects' teacher(s). Scheduling shall make due allowance for the best overall education benefits for all students. The scheduling shall include kindergarten (physical education only), and special education classes and provide travel time between buildings in addition to lunch time and planning time provided for elsewhere in this Agreement.

14.6 **Multi-building Assignments (Elementary).** Elementary special subject teachers (music, art, physical education) will be provided twenty (20) minutes to travel between schools up to 4.9 miles apart; twenty-five (25) minutes to travel between schools 5-6.9 miles apart; and thirty (30) minutes to travel between schools more than 7 miles apart. Distances between schools will be as prescribed on the district mileage charts.

14.7 Multi-building Assignments (Secondary). Secondary teachers assigned to more than one building shall not be required to travel between buildings on their lunch hour. Secondary teachers travelling between schools on their preparation period will receive five hundred dollars (\$500) per year. Appropriate proration of the five hundred dollar (\$500) amount will be paid to teachers traveling between schools for less than a full year. Teachers shall receive the lump-sum payment in the last regular paycheck issued in June of the teacher's school year.

14.8 Nonteaching Duties and Assignments. Teachers will be relieved of miscellaneous nonteaching duties. To the extent that the Board is able to provide, such duties shall be performed by principals, secretaries, clerks, aides, custodians and other employees.

- A. Secondary counselors may be required by the building administrator to interact with the students in the school cafeteria during lunch time. Counselors will not be required to monitor or supervise lunch procedures during this time. The counselors may leave the school cafeteria to meet privately with a student when in the counselor's judgment the student's need will best be served by a private conference.
- B. Each secondary building shall have additional paid office help at semester ends to aid teachers. Individual buildings will arrange scheduling of this additional help as mutually agreed to by the principal, the staff of the building and the Business Office.

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

- A. Adequate lunchroom, restroom and lavatory facilities will be reserved exclusively for staff use. At least one room, appropriately furnished, shall be reserved as a staff lounge with smoking permitted.
- B. Adequate rooms for use by special subjects' teachers, diagnosticians, psychologists, social workers, etc. Separate lockable storage cabinets of appropriate size shall be provided for the special subjects' teachers as needed.
- C. Telephone facilities shall be provided for teachers' use for school business and reasonable personal calls. The location is to be determined by the principal and staff as provided in letter of understanding.
- D. Paved parking facilities reserved for teachers' use during school hours.
- E. Two (2) classes will not be scheduled to meet in the same classroom at the same time except where rooms are physically designed for this purpose, the teachers arrange joint sessions, or to accommodate emergency situations that do not extend beyond the close of the school day.

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

- A. Purchase orders for supplies and equipment ordered by the teachers for the current school year shall be issued by the Board within twenty (20) calendar days from the date of submission of a requisition to the principal, except for those items that are placed out for bid.

- B. Delays in shipping and the placing of an item for bid shall be reported to the teacher by the building principal as soon as he/she becomes aware of delay. Supplies and equipment ordered by a teacher for the ensuing school year shall be in the classroom September first, unless a delay occurs and in that event, the teacher shall be so notified by the building principal on the teachers' first work day.

14.11 Library Use. Libraries and Media Centers shall be maintained as resource and learning centers, not as classrooms, other than for classes involving the use of media center materials. Students shall not be assigned to the library for disciplinary reasons.

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

14.13 Report Cards. Report cards shall be consistent among buildings at all three (3) levels (elementary, middle and high school). Any new evaluation tool, such as report cards, shall be reviewed by a committee at that level.

- A. When the marking period ends on a Friday, report cards or final grades shall not be routinely required to be completed and handed in earlier than 3 p.m. of the following Monday. Otherwise, report cards or final grades shall not be routinely required to be completed and handed in earlier than the end of the third school day following the last day of the marking period as shown on the calendar. It is recognized, however, that grades may be required for certain students earlier than the time lines above, and the teachers agree to cooperate and submit grades earlier under these special circumstances (examples of special circumstances include student moving, scholarship and admission to college).
- B. Teachers shall have the authority to grade students and recommend whether a student shall be passed or retained. Any person or committee who has authority to change or reverse a teacher's decision shall do so only after furnishing the teacher with written notification of their action. The notification shall include the name of the student and rationale for said change.
- C. Teachers with classes that regularly meet only every other school day will be required to grade students pass/fail for the first and third marking periods and with a regular letter grade at the end of the second and fourth marking periods.

14.14 Progress Reports. Progress reports for students achieving less than an average or satisfactory grade are routinely required at the end of the middle week of every marking period. If, however, a student has been identified by the school psychologist, social worker, counselor or administrator as needing special attention, an arrangement can be made to provide more frequent progress reports.

14.15 The parties seek to educate young people in the democratic tradition; to foster their recognition of both individual freedom and social responsibility; to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights; and to instill appreciation of the values of individual personality.

14.16 Responsible teaching shall be encouraged for all teachers who shall exercise such responsibility within the framework of the curriculum, school policies, good

judgment and common standards of decency which shall prevail at all times. Within these guidelines, the teacher is encouraged to teach the student in the best manner of which he/she is capable.

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

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

14.19 All teachers and the TEA Office shall be furnished copies of their building's handbook(s) and work rules which may be adopted. District Board Policy books will be available in each building.

14.20 The Board agrees to provide necessary support service for teachers who have students who do not speak English or for students who speak English as a second language. The support services may include in-service education, intermediate school district consultants (as available) and educational materials (as available).

14.21 Field Trips. The Board agrees to permit teachers to conduct approved educational field trips and, when necessary, to provide substitute teachers at Board expense.

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

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

14.23 Mainstreaming. The Board shall provide in-service training and orientation for general education teachers and special education teachers who are involved in mainstreaming prior to the mainstreaming of a student. The in-service training and orientation shall include, but not be limited to, a clarification of the teacher's rights and responsibilities as they relate to grading, instruction, communication with parents and support personnel and reports.

A. Teachers shall be provided written guidelines as to the law, District policy and appropriate persons to contact regarding mainstreaming and special education.

B. General education teachers will be informed and consulted in regards to the nature of a special education student's handicap.

14.24 The principal, with the consent of the counselor, may request Central Office for approval that a counselor be allowed to work up to two (2) weeks during the summer break. If the counselor does work during the summer break, he/she shall be paid his/her daily rate of pay for each day worked.

14.25 When lockerrooms cannot be supervised by teacher staff, adult supervision will be provided by the Board.

14.26 Home economics teachers who are required to purchase groceries for their class shall be permitted to do so through the district food services whenever feasible.

14.27 Teachers will be provided reasonable access to duplicators and photocopiers for instructional purposes subject to machine capacity and other building requirements.

14.28 Video taping of TEA members performing regular daily duties during the seven-(7-) hour and ten- (10-) minute teacher workday will not be broadcast on cable television unless the TEA member signs the cable release form.

ARTICLE 15. TRANSFERS

15.1 Bargaining unit regular and extra-duty positions which will be vacant at the start of the next school year shall be posted at each school, at the Administrative Center and at the TEA Office. After building assignments are made, the resulting known vacancies will be posted for seven (7) calendar days between May first and July thirty-first, and for five (5) working days between August first and August fifteenth. All bargaining unit regular and extra-duty positions which become vacant during the school year shall be posted at least seven (7) calendar days prior to the position being filled, except by a substitute teacher. The posting shall contain the following information:

- A. The building or special service department
- B. The tentative grade level or teaching schedule
- C. The academic and professional qualifications desired for the position
- D. The certification requirements and, if any, the accreditation requirements

Teachers desiring transfer to one of the posted vacancies shall submit a transfer form to the Personnel Department by the end of the day on the seventh (7th) calendar day or fifth (5th) workday between August first and August fifteenth following the posting date. Any application shall be confidential at the request of the employee.

15.2 The Personnel Department will forward all applications to the appropriate building administrator within seven (7) calendar days of the close of the posting period for scheduling of interviews. The administrator will consider the applicants' qualifications as they relate to the posting as well as all applicants' respective length of area seniority (elementary, middle school and high school) with the District.

15.3 After all qualified applicants have been interviewed, the Personnel Department will inform all applicants of the results within ten (10) workdays following the last interview. If a teacher's request for voluntary transfer is denied, the teacher may request a meeting with the building principal involved. At that meeting the teacher will be notified of the reasons for the denial of the request. This procedure may be continued to the Assistant Superintendent of Instruction/Executive Director-Secondary Instruction and then to the Superintendent of Schools.

15.4 When new buildings are to be opened, earlier posting dates may be added to the schedule in 15.1 above.

15.5 When a school is opened that is not a receiving school for a closed school, the principal, if a principal was transferred, may voluntarily transfer up to one-half of his/her current teachers to the new building. The remaining positions shall be filled by teachers transferring from other buildings or returning from leave. If a current principal is not assigned, up to one-half of the teachers shall be placed without regard to seniority ranking. In all cases teachers selected shall be selected in accordance with the transfer provisions of this Agreement. New teachers shall be hired if current teachers, by transfer, do not staff the building. All staffing shall be completed by June 1.

15.6 All teachers shall be given written notice of their tentative assignments for the forthcoming year no later than the first day of June or as soon thereafter as possible, at any rate, at least thirty (30) days before school starts. For any subsequent changes the teacher will be notified in writing prior to the change taking effect.

15.7 All bargaining unit regular and extra-duty positions which become vacant during the school year shall be posted at least seven (7) workdays prior to the position being filled, except by a substitute teacher.

Vacancies occurring during the school year will be filled on a tentative or temporary basis until the end of the school year. The Board is not required to fill the vacancy from within the District and at its option may choose to hire a teacher to fill the vacancy for the duration of the school year. If the teacher originally in the position does not return for the ensuing school year, then the Board shall post the position for the ensuing school year. It is understood that a teacher hired to fill a vacancy which occurred during the school year may apply for the position should it be posted for the ensuing school year.

15.8 All administrative vacancies will be publicized by being posted at each school, at the Administrative Center, and at the TEA Office. The posting shall include all pertinent information, including qualifications. All applicants who are employees of the District shall be given consideration and shall also receive written notification of the filling of the position. The Board supports a policy of promotion from within the District, except when local candidates fall short of qualifying well for the position in the judgment of the Administration.

15.9 Prior to the beginning of the school year, a currently employed teacher shall be granted lateral transfers before a new teacher is hired for the position in question, providing there are at least three (3) qualified transfer applicants. A transfer within a building shall be granted to teachers currently assigned to the building who request a transfer. At the elementary level, Grades K-2 and Grades 3-5 shall be considered as separate disciplines for the application of this Section.

15.10 **Definitions.** When used in this Article, the following terms shall mean: (1) A transfer is a change in building, grade level, department, course or subject matter; (2) a voluntary transfer is one requested by the teacher on his/her own or at the suggestion of the Administration; (3) an involuntary transfer is one not requested by the teacher; (4) qualification shall be primary qualifications as defined in Section 10.3.

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

- A. A teacher may elect any vacant position for which he/she is certified/qualified.
- B. Teachers who do not elect to fill positions as in A above shall be allowed to bump teachers in buildings which are receiving students from the closed schools. A receiving school shall be defined as those buildings of the same kind (elementary, middle school, high school) who are receiving more than 10 percent of the students from the closing school. Teachers who are certified/qualified shall bump by seniority into positions in the receiving schools. Percentage of teachers from the closed building available for the receiving school shall be equal, or as equal as possible, to the percentage

of students from the closed building assigned to the receiving school. In the case of more than one receiving school, teachers of the closed school may select their receiving school.

- C. Any staff which is unassigned as a result of B above shall be assigned to positions for which they qualify or if no position exists they shall be laid-off.
- D. In the event buildings are closed after the school year has started the procedure for bumping (assigning the teachers) shall be referred to the Professional Relations Committee to insure that "double bumping" does not occur.

15.12 Teachers are subject to involuntary transfers from position to position and from building to building at the discretion of the Superintendent or his/her designee. The one exception to this Section is in the case where a building or department has an excess of teachers due to changes in enrollment. In such a case, vacancies in other buildings will be filled by the least senior teacher in the affected building or department who is qualified for the vacant position. At the elementary level, Grades K-2 and Grades 3-5 shall be considered as separate disciplines for the application of this Article.

15.13 Teachers transferred against their wishes may request a hearing with the person making the transfer to show "just cause." The hearing shall be held before said transfer becomes effective.

15.14 A teacher who is transferred shall be certified and qualified to teach in the new assignment. Notice will be afforded the teacher in accordance with Article 5, Sections 5.13 and 5.14.

15.15 Vacancies shall be filled with voluntary transfers, where possible. If transfers are found to be necessary, the teacher will be notified prior to the end of the current school year. If said transfer is deemed necessary after this deadline, the date of notification will be no later than July first, whenever feasible. Upon request of the teacher, a meeting will be held between the teacher, the TEA and the Executive Director-Personnel Services, at which time the teacher will be notified of the reasons for such transfer.

15.16 As used in this Article, seniority shall mean the total length of most recent service with the employer, including health leave and military leave, but deducting any other unpaid leaves of absence. In the event two (2) teachers have the same length of service in Troy, the additional determining factors will be, in rank order:

- A. Total years of teaching service in all districts
- B. Highest earned degree
- C. Hours beyond highest earned degree

15.17 No teacher shall be transferred involuntarily two (2) consecutive years, nor more than once during the school year, other than where such involuntary transfer is necessary to avoid a teacher traveling between buildings or in exceptional circumstances, which will be discussed with the Professional Relations Committee.

15.18 In the event it becomes necessary to make an involuntary transfer not covered in Section 15.12 above, the least senior teacher who is certified and qualified in accordance with Article 10.3, shall be given the transfer unless there is a more senior teacher who is teaching outside his/her area of major/minor (middle school) or does not meet North Central requirements (high school); provided, however, if this exception resulted in the layoff of the more senior teacher, the exception shall not apply.

15.19 Involuntary transfers may occur for the following reasons: (1) no applicant requesting a transfer for the position(s) in question meets the posted specifications; (2) to facilitate the recall of a laid-off teacher; (3) to facilitate the return of a teacher on leave; (4) to avoid the layoff of a teacher (in which event primary and alternative qualifications shall apply); (5) change in student enrollment patterns; (6) reduction in program; and (7) change in program.

15.20 In the event a change in assignment occurs after June 1 and prior to the beginning of school in the fall, knowledge of this transfer will be promulgated to the teacher in writing within twenty-four (24) hours after the administrative transfer has been made. Notice will be sent to the teacher's summer address and include the reason for the change.

ARTICLE 16. SENIORITY

16.1 Seniority is based on date of hire minus time spent on unpaid leave of absence. Seniority is lost when employment as a teacher is terminated. Date of hire is defined as most recent first day of work or date of teacher signing first contract, whichever is first. In case of equal seniority, teacher seniority placement shall be determined by a one-time drawing among teachers tied with each other. The time and place of drawing shall be determined by the Association and Board and announced to all teachers. The first name drawn shall rank ahead of the second, the second ahead of the third, etc. A person who becomes a member of the bargaining unit after June 1, 1982, and is tied, shall participate in a drawing as above within fifteen (15) school days of commencing work.

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

16.2 Beginning September 1, 1981, unpaid leaves of absence, except as provided to the contrary in the then effective Collective Bargaining Agreement, or in the event no Collective Bargaining Agreement is in effect, the most recent expired Agreement, shall be deducted in monthly multiples from the teacher's accrued seniority.

16.3 To receive seniority credit for a month, a teacher must work until on or after the fifteenth (15th) of the month or return to work on or before the fifteenth (15th) of the month.

16.4 Should the fifteenth (15th) of a month be a non-scheduled work day, the teacher must work the last scheduled work day prior to the fifteenth (15th) of the month or return the first scheduled work day after the fifteenth (15th) of the month.

16.5 Beginning September 1, 1985, seniority credit shall be earned at the rate of ten (10) months per year. To earn credit for a month, the provisions of 16.3 and 16.4 shall apply. It is understood that this provision shall not in any manner modify the seniority list in effect as of September 1, 1985.

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

16.7 The seniority list adopted by the TEA on August 24, 1982, is the official seniority list and shall be updated as per this agreement.

16.8 A substitute who is hired to replace an absent teacher and is ultimately placed under contract for the position shall have a date of hire as the first day in the assignment.

ARTICLE 17. LEAVE PAY

17.1 Annual Leave. Fourteen (14) leave days per year shall be allowed, without loss of pay, for the following reasons:

- A. Personal illness
- B. Serious illness in the immediate family, which includes spouse, children and the members of the employee's household, parents and foster parents of employee or spouse and brothers and sisters of the employee.
- C. Death of a relative
- D. A teacher may use a maximum of twenty (20) days from his/her accumulated annual leave for the purposes of adoption.
- E. Four (4) of the fourteen (14) annual leave days may be used for personal business, not including activities for pleasure.
- F. The teacher may borrow in advance from the following year's annual leave allowance by executing a promissory note through the TEA in favor of the School District, said note to be co-signed by the TEA. The teacher may borrow a maximum of five (5) days from the following year's annual leave allowance.

17.2 Accumulated Leave Days. All the unused leave days shall be added at the end of each fiscal year to the employee's unlimited accumulated leave day reserve. Said leave day reserve may be used for reasons A, B, C and D above and/or as a basis for calculating severance pay.

17.3 Absence from a Paid Workday. When an employee is absent on an in-service day or other paid workday, he/she shall not receive his/her salary and shall be subject to the penalties under Unauthorized Absence, for such day unless his/her absence is covered under the preceding paragraphs of this Section or other sections of this Agreement.

17.4 Absence before or after a Paid Holiday. Anyone wishing to take days off without pay before or after a paid holiday must make special arrangements with the Executive Director-Personnel Services ahead of time, or risk loss of pay for the holiday. If more people request such time off than the Administration is able to provide substitutes for, the earlier requests will receive more consideration.

17.5 Adjustment due to Unfinished Contract. Instructional personnel who leave the employment of the District before termination of the current year's contract for reasons other than those beyond his/her control will forfeit one (1) leave day for each school month remaining at the date of termination of services, whether or not such leave days have already been used. Adjustment for such forfeiture shall be made on the employee's final paycheck.

17.6 Absence due to court appearance or hearings before an administrative agency in a case connected with employment in the District or due to being subpoenaed on any proceeding connected with school duties will be paid for without being charged against sick leave or business leave days.

- A. Absence in non-school-related court appearances may also be paid and charged against leave days with administrative approval.
- B. If a teacher must serve on jury duty, he/she will be paid the difference between his/her jury pay and his/her regular pay, without loss of leave days.

17.7 Absence due to illness resulting from contact with children at school, if the contagious contact can be traced, will be paid for without deduction from sick leave days in the case of diseases such as mumps, measles, scarlet fever, whooping cough, chicken pox, scabies, pediculosis and conjunctivitis, but not for diseases such as influenza, flu or colds.

When a student is found to have or have had a contagious disease, teachers in the building will be kept notified of the name of the contagious disease and the child's name, by means of a current list posted in a prominent place, either the office or the faculty lounge.

17.8 Absence due to religious observances may be deducted from current leave as personal business days up to a maximum of three (3) more days of leave than normally allowed for personal business.

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

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

17.11 When a teacher's absence due to injury or illness exceeds forty (40) consecutive days beyond the accumulated sick leave, the experience credit for these excess days shall be deducted on the basis of the closest tenth of a year.

17.12 When an employee is absent due to personal illness or accident, and his/her doctor indicates the absence will exceed sixty (60) workdays, or in fact is absent for sixty (60) workdays, a teacher who has substituted for the sixty (60) workday period will be employed under contract, retroactively, as a temporary replacement until the absent teacher is able to return to work. The form of the contract of the temporary replacement will be subject to the approval of the District's legal counsel and will contain a termination date determined solely by the return of the absent teacher, except that two (2) weeks' notice shall be given the temporary replacement. Upon the return of the absent teacher to his/her original position, the temporary replacement teacher shall be assigned to any other vacant position for which he/she qualifies, subject to having performed satisfactorily. The returning teacher and the Executive Director-Personnel Services may agree to other assignment arrangements.

ARTICLE 18. MATERNITY, CHILD CARE, AND ADOPTION LEAVES

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

A. For Maternity:

1. The teacher shall notify the Board by the beginning of the sixth (6th) month of the pregnancy.
2. The teacher shall submit her request to the Board by the beginning of the seventh (7th) month.
3. The teacher, upon request of the Board shall supply a doctor's statement of fitness to work, no more than once per month from the beginning of the seventh (7th) month to the date of the leave.
4. Options for Maternity Leave:
 - a. A teacher may use sick days for the period of her disability to take a short-term leave to commence when the teacher and her physician determine that the teacher can no longer carry out her necessary teaching duties and to terminate when her physician determines she is able to return to work.
 - b. In the event of miscarriage or death of the object child of the leave, the leave of absence will be terminated upon the request of the teacher. She shall be returned to a position for which she is certified. The granting of any such leaves, as described above, will in no way interrupt seniority and other rights attained thereto.
 - c. The following is an option for those teachers anticipating the birth of a child between the start of the teachers' school year and October fifteenth of that school year.
 - (1) The teacher may take a maternity/child care leave of absence for the entire school year.
 - (2) The teacher may use accumulated sick leave days and/or borrow sick days from the Master Sick Bank during the actual period of disability, so as to receive pay for the period of disability. The teacher's pay shall be based on the full-time equivalency held by the teacher during the previous school year. The teacher's pay shall be as prescribed on Schedule A in effect during the disability period.
 - (3) The teacher shall receive Board-paid insurance during the months of September and October. If the teacher continues to be disabled after October thirty-first, the Troy Education Association may allow the payment of fringe benefits from the fringe benefit fund to be made through the end of the month in which the teacher

completes her period of disability. The teacher must inform the Troy Education Association if she is entitled to continued fringe benefits after October thirty-first, so that the TEA can notify the Board as to which fringe benefits are to be continued and paid for by the Fringe Benefit Fund.

- (4) The teacher shall accrue seniority during the period of disability.
- (5) The teacher is not entitled to receive any sick days during the year this leave is taken.
- (6) The teacher may not elect to work as a substitute teacher prior to the birth of her child.

B. For Child Care:

1. A teacher may elect to remain home with the object child for the balance of the school year in which the child is born. If the teacher so indicated by written application two (2) months prior to anticipated birth, a child care leave shall be granted.
2. A request for an extension of the child care leave shall be granted upon written request to the Board by March first of the school year preceding the extension.
3. A combination of a maternity and a child care leave shall not exceed four semesters following the semester or summer in which the child was born. In any case, the return from leave shall coincide with the beginning of the school year, except the Board may grant a leave that provides for a teacher to return from the leave other than at the beginning of the school year.

C. For Adoption:

An adoption leave shall be granted by the Board for up to one (1) school year upon request of the teacher. Requests for adoption leaves should be made as soon as the adoption is known to be imminent.

- D. Any extension of any maternity, child care or adoption leave may be granted by the Board.

- E. For return from maternity, child care, or adoption leave, see 19.8.

18.2 Any teacher may receive up to one (1) year leave without pay for purposes of family care. This is subject to renewal at the will of the Board.

ARTICLE 19. LEAVES OF ABSENCE - GENERAL

19.1 Military Leave. Any employee covered by the salary schedule who terminates employment in the School District to perform active service in the Armed Forces of the United States is entitled to reemployment in the position he/she is vacating, or one of like status and pay scale provided:

- A. The position vacated is other than temporary.
- B. He/she is honorably discharged from the Armed Forces.
- C. He/she applied for reemployment within ninety (90) days after discharge.
- D. He/she is still qualified to perform the duties of the position.

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

- E. Accrual of seniority shall be granted.
- F. Up to four (4) increments may be added as if the employee had been in the School District's employ during the time of such active service in the Armed Forces.

Furthermore, all provisions of this policy shall be in accordance with State and Federal laws governing leaves of absence.

19.2 Teaching-out-of-District Leave. Any teacher may receive up to one (1) year leave for the purpose of teaching outside the continental limits of the United States or in a recognized exchange teacher program or in an overseas or domestic Peace Corps assignment. Full credit shall be given for time spent in these programs.

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

19.3 TEA Business Leave. Up to two (2) officers of the TEA or members appointed by the TEA, upon written request, shall be given a leave of absence, without pay, for the purpose of performing duties for the TEA. Up to one (1) year's credit on the salary schedule may be given for the time spent in this program. A second year's credit may be given upon mutual agreement.

19.4 Education Advancement Leave. Any teacher may receive up to one (1) year's leave without pay for purposes of continuing education. The teacher must submit an application, a program of study, approved acceptance documents from the university of the teacher's choice, and a written statement from the teacher demonstrating the positive contributions that may be provided the school system upon completion of the leave.

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

19.5 Health Leave. Upon the recommendation of the teacher's physician, a leave of absence shall be granted up to one school year, plus any unfinished school year. Two annual extensions of the health leave shall be granted upon

written request of a teacher accompanied by a written statement by his/her physician. When the employee's health permits his/her return to duty, he/she shall notify the Superintendent in writing and submit a statement from his/her personal physician certifying fitness to return to duty. The Superintendent shall give the returning teacher a teaching assignment equivalent to the full-time equivalency of the assignment the teacher held prior to the commencement of the leave for which he/she is certified and qualified, within sixty (60) days of receipt of the letter requesting reassignment.

19.6 Elected Public Office Leaves. A member of the Association, who is a tenure teacher, elected to any local, state or federal office, may make application to the Board for a temporary leave of absence without pay, for a period of time not to exceed the term of office to which that member has been elected and upon receipt of such application, such leave shall be granted by the Board.

19.7 Personal Leave. Any teacher may receive a one (1) school year leave without pay for exceptional reasons. The teacher shall submit a letter of application identifying the exceptional reasons for requesting said leave. The leave shall coincide with the school year. The teacher must give written notice by March 1 of intent to return the following fall. Notwithstanding Section 19.8 below, a teacher returning from personal leave will be assigned to an available position for which he/she is certified and qualified, or in the event there is no such available position, will be allowed to bump the least senior teacher occupying a position for which the returning teacher is certified and qualified. As used in this Article 19, the term "qualified" has the same meaning as in Article 10, Section 10.3.

19.8 Reinstatement from Leave. Notice of intent to return at the beginning of the school year must be given by March first. A tenure teacher who has been on leave for one school year or less and who complies with the return provisions of this Article shall be restored to his/her former position and building providing said reinstatement commences with the first day of the school year unless said position has been eliminated. A teacher who returns from leave under any condition other than those described above shall be given an assignment for which he/she is certified and qualified, if a position is filled by a person with less seniority.

These provisions apply to Schedules B, C and D positions only when said positions are extensions of the teacher's assignment. (Example: High School Instrumental Music Teacher/High School Band Director).

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

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

19.10 For purposes of this Article the term "qualified" shall be as defined in Article 10, Section 10.3.

ARTICLE 20. SABBATICAL LEAVE

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

- A. Up to two (2) members of the staff may be granted sabbatical leave each calendar year. Candidates for sabbatical leave shall be reviewed jointly by the Board and its representative and the TEA.
1. The deadlines for making application for sabbatical leave shall be April first and December first, for the first and second semesters respectively.
 2. To be eligible, the applicant must have been employed a minimum of seven (7) consecutive years in the Troy School District, and possess a permanent teaching certificate. Approved leaves of absence will not count toward the seven (7) year requirement, but will not interrupt the consecutive years of service.
 3. Sabbatical leave will be granted for at least one (1) school system semester or for one (1) school year. In the event the Board is notified in advance that the program is a two (2) year program, a one- (1-) year educational advancement leave (Article 19, Section 19.4) will be granted for the second year. In the case of a two- (2-) year program, one year's full salary shall be prorated over the course of the two years.
 4. The applicant must furnish upon request one (1) written report per semester to the Board. This report shall concern itself with his/her progress while on sabbatical leave.
 5. A screening committee will be appointed by the Superintendent. The teacher members of this committee shall be selected from a list submitted by the TEA. The Superintendent may request additional names be added to the list in the event he/she feels he/she is unable to make a selection from the list submitted. This committee will consist of one administrator, one senior high school teacher, one middle school teacher, two elementary school teachers, and one person from "special services." This committee will make a recommendation to the Superintendent. The committee will give consideration to the following when evaluating candidates:
 - a. Overall benefit to the school system
 - b. Type of work to be pursued
 - c. Length of service in Troy
 - d. Proportional grade level distribution
 6. The screening committee will make its recommendations within thirty (30) days of the application deadline.
 7. All applicants will be notified in writing of the Board's decision by the Superintendent or his/her representative.

8. Before beginning the sabbatical leave, the teacher shall enter into a contract, to return to active service in the Troy School District for a period of at least two (2) years after the expiration of such leave. A teacher who does not fulfill this agreement shall repay to the Board, or shall have furnished a cash bond in the necessary amount received by the teacher during the sabbatical leave. This rule shall not apply in cases where the person becomes incapacitated, or in cases where the rule is waived by the Board.
- B. A teacher, upon return from a sabbatical leave, shall be restored to his/her former position or to a position of like nature, seniority and status. Any period spent on sabbatical leave shall be treated as teaching service for purposes of applying the salary schedule set forth in Schedule A of this Agreement and seniority credit.
- 20.2** Retirement credit and responsibility for retirement payments shall be as set forth in the applicable law, rules and regulations of the Michigan Public School Employees' Retirement System (MPSERS).

ARTICLE 21. LINES OF COMMUNICATION

21.1 Any communication prior to the filing of a grievance between the interested parties shall follow the hereinafter-prescribed order and shall be completed by the end of the second school day:

- A. Teacher to department head or immediate supervisor where applicable
- B. Teacher and department head, where concerned, to building principal
- C. Teacher, department head (if desired) and principal to the Executive Director-Personnel Services or other Central Office administrators

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

ARTICLE 22. GRIEVANCE PROCEDURE

22.1 Purpose. The purpose of this procedure is to secure, at the most appropriate administrative level, equitable solution to the problems which may from time to time arise affecting the welfare or working conditions of teachers as provided for in this Agreement. Both parties agree that these proceedings shall be informal and confidential.

22.2 Definition. A grievance shall mean a claimed violation of this Master Agreement or a complaint involving its interpretation or application. The grievance procedure shall not apply to any matter which is prescribed by law, or state regulations, or over which the Board is without power to act. However, the right to grieve shall not be denied in case of an alleged misinterpretation of established law or state regulation. A grievance may be filed by an aggrieved teacher or by the TEA.

22.3 Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step should be considered as maximum and every effort will be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

In the event the last day for action falls on a Saturday, a Sunday, or holiday, the action date shall be extended until the next school day. The counting of days in Steps 1, 2, 3, or 4 begins the day after either of the parties has received a reply.

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

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

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

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

Step Two. If the grievance is not resolved at Step One, or in the event that no decision has been rendered within five (5) days, he/she or the TEA may refer such grievance in writing to the Executive Director-Personnel Services within five (5) days. Within the five (5) days after the Executive Director-Personnel Services receives the grievance, the responsible Central Office Administrator(s) shall meet with the aggrieved teacher and/or the TEA and the principal and/or supervisor in an effort to resolve the grievance. The

teacher may invite the TEA representative(s) (not more than three) to be present at this meeting, at which time the TEA will be given an opportunity to present its view of the individual teacher's grievance. The decision on the grievance shall be rendered in writing in five (5) days.

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

22.4 Miscellaneous.

- A. Grievances filed at Step One shall be passed on to the proper step immediately when it has been determined that the administrators at the above-stated step do not have the authority to act on the grievance.
- B. It is assumed that grievance problems will be handled at times other than when the teacher is at work and the members of the TEA and administration will be present to process grievances promptly. Release time for the purpose of processing grievances at Steps One and Two, inclusive, will be provided for the grievant, witnesses and the TEA representative by mutual agreement between the TEA and the appropriate administrative level personnel. Release time shall be provided for witnesses, the grievant, and the TEA representatives for the purpose of participating in arbitration hearings as provided for in Step Three. All release time shall not cause the released parties to suffer loss of salary or any leave days. The TEA will make every effort to notify the Personnel Department at least forty-eight (48) hours in advance.
- C. If the teacher pursued the grievance without TEA support as prescribed in Step Two, the right of the TEA to be present and to present a view at hearings in Steps Two through Three is preserved, and the TEA is to receive copies of written decisions at all steps.
- D. If more than one teacher has a similar complaint, the TEA may file a grievance to be commenced at Step Two, in lieu of multiple individual grievances.
- E. Failure at any step of this procedure to communicate the decision on a grievance within a specified time limit is cause for relief sought to be granted, provided the TEA notifies the appropriate administrative agent that they have failed to answer a grievance in a timely fashion and such failure to answer continues for five (5) days from receipt of notice that such response has not been made.
- F. Failure to file the grievance in writing as specified in Steps One and Two shall mean the grievance is waived. Failure to forward the

grievance to Steps Two through Three shall mean that the grievance is waived, providing the administrator at the previous step notifies the TEA that such forwarding of the grievance has not taken place in a timely manner and that the TEA continues its failure to forward the grievance for five (5) days after receipt of notification of failure to proceed.

- G. If the employee elects to be represented, he/she may be present at any step of the grievance procedure where the grievance is to be discussed except that he/she need not be present where it is mutually agreed that no facts are in dispute and that the sole question is the interpretation of this Agreement.
- H. The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
- I. The TEA may process a grievance on behalf of an employee or group of employees. Grievances processed by the TEA on behalf of an individual must be signed at Step One and Two, whichever is appropriate, or the individual employee must sign a letter authorizing the TEA to process a grievance on his/her behalf. A grievance processed by the TEA on behalf of a group of employees must be signed by at least one (1) member of that group at Step One or Two, whichever is appropriate, or a letter signed by at least one (1) member of that group authorizing the TEA to process said grievance.
- J. During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition will not be made public without the agreement of all parties, except as otherwise may be required by law.
- K. There shall be no reprisals of any kind by any administrative personnel taken against any party-in-interest or his/her TEA representative, or any other participant in the procedure set forth therein by reason of such participation.
- L. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- M. Forms for filing grievances (Appendix A), service notices, taking appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of procedures set forth herein.
- N. If any probationary or tenure teacher for whom a grievance is sustained shall be found to have been unjustly discharged or improperly deprived of any professional compensation, he/she shall be reinstated. Reinstatement shall be with full reimbursement of all professional compensation lost, unless the arbitrator rules differently. The term "unjustly discharged" for any probationary teacher shall be based on the Board's action being done for arbitrary and/or capricious reasons.
- O. Grievances which have not been resolved prior to the expiration of this Agreement shall continue to be processed according to the terms of this Agreement until resolved.

- P. Grievances challenging alleged violations of contract occurring during the last two (2) weeks of school (other than continuing violations) shall be filed in compliance with the time limits specified in Step One or Step Two, whichever is applicable; however, processing of all grievances shall be suspended for forty-five (45) calendar days during the summer recess. The forty-five- (45-) day period shall be determined by the TEA which shall notify the Board, in writing, in advance of the dates of the suspension period.

ARTICLE 23. NEGOTIATION PROCEDURES

23.1 Discussion of Nonagreement Items. It is agreed that items not covered by this Agreement but of common concern to the TEA, teachers and administrators in the school system may be discussed from time to time. The practice of free and open discussion between the TEA, teachers and administrators at all levels is to be preserved and the formulation of an agreement is not intended to limit the areas of discussion or concern.

23.2 Negotiating Teams. In any negotiations herein described, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the TEA, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

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

23.4 Individual teacher contracts for the following school year for non-tenure personnel, including those recommended for tenure, will be issued on or before June first of the current school year. The individual contracts issued shall be returned to the Personnel Office on or before the tenth work day after issuance. The contract will contain the current year's teacher salary figure until a new Agreement has been achieved. Contracts for tenure personnel will not be issued until the next year's Agreement has been achieved. All contracts issued by the District will be subject to the Master Agreement entered into between the Board and the TEA. To facilitate recruitment and transfer requests, the TEA encourages its members to give informal indication of their intent to return for the next school year. Each teacher will transmit such information to the Administration promptly.

23.5 Individual teacher contracts offered to the above shall be the contract worked out between the TEA and the Board during the 1977 negotiations.

ARTICLE 24. MISCELLANEOUS PROVISIONS

24.1 The Board may use any legal and reasonable procedure to establish facts in any investigation instituted within its jurisdiction involving employees, students and/or school property.

24.2 At each regular and special Board meeting, the TEA will be provided with copies of minutes of previous meetings, the Superintendent's recommendations, monthly financial reports, the agenda, and other public materials. Copies of the agenda and administrative recommendations will be sent via intradistrict mail to the Executive Director-Personnel Services and the officers of the TEA and the building representatives, with two (2) copies being sent to the President. The list of persons to receive these materials shall be furnished to the Central Office and kept current by the TEA.

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

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

24.4 Copies of this Agreement shall be printed at the expense of the Board and will be made available in sufficient quantity for presentation to all teachers. The TEA office will be provided one hundred (100) additional copies within four (4) weeks from the date of the final negotiations session.

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

24.6 **System Advisory Tenure Committee.** The System Advisory Tenure Committee shall be a permanent committee serving the certificated teachers of the Troy School District. The membership and duties of this committee shall be as specified in the Troy Tenure Policy, and the committee shall function according to this Policy. The report of the Building Advisory Tenure Committee shall be advisory only and will not be placed in the teacher's personnel file or used in connection with a plan of assistance, evaluation or disciplinary proceedings.

A probationer or the Board of Education must give a sixty- (60-) day written notice before termination of contract unless mutually agreed upon. If the contract is broken by the probationer without proper written notification, the Board of Education may take proper action.

24.7 **Professional Relations Committee.** The Board and the TEA will establish a committee of not to exceed six members, three from each party, which will meet on a regular basis during the school year to discuss and study matters of mutual interest concerning the Troy School District which fall within the provisions of this contract and/or other matters of mutual concern. The purpose of these meetings shall be to provide a means whereby:

- A. The items of concern to the TEA may be brought to the attention of the Board representatives for consideration.
- B. The items of concern to the Board may be brought to the attention of the TEA representatives for consideration.
- C. A high level of mutual understanding may be maintained.
- D. To clarify and/or assist in interpreting the language of the contract.

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

24.8 Schedules B, C and D.

- A. When known, the Board shall publish and post in each school a list of all positions which will be filled, and paid for at the scheduled rates, for the school year. If during the year they plan to fill any additional positions, the TEA will be notified, and the notification placed also in each school. No employee of the District will be asked to volunteer for any position not included in Schedules B, C or D.
- B. Contracts shall be issued for extra-curricular sponsorships prior to the start of the season/activity. A teacher who takes an extra duty position and wishes to resign shall give at least two (2) weeks' written notice to his/her principal. Salary for the position will be prorated.
- C. If during the year a teacher wishes to organize and/or sponsor a club or activity not previously listed on Schedules B, C or D, the teacher must obtain administrative approval in writing by the Administration, and such administrator shall be responsible for the proper management process for achieving club or activity status. The placement of the club or activity on the appropriate schedule shall cause the Board and TEA to negotiate a rate of compensation within thirty (30) days after approval by the Administration.

24.9 If an economic portion of this Agreement that is not enforced because of questioned legality later becomes legal, or would have been legal had payment been made to a tax sheltered annuity program, the Board will pay all affected teachers retroactive monetary benefits as soon as feasible after the legality has been determined.

24.10 Automobile Insurance. A teacher using his/her automobile while performing or acting on authorized school business should have automobile insurance or be responsible equal to the state minimum insurance requirements.

In case of an accident while on such business, the Board carries a policy on "hired and nonhired" automobiles that picks up after the individual's insurance leaves off.

24.11 Professional Development and Educational Improvement. The Board agrees to pay the cost of tuition and texts for in-service courses initiated by the Board and will recognize and accept whatever credit accrues from their satisfactory completion.

24.12 Outdoor Education Program. No teacher shall be required to participate in the outdoor education program. Participation in this program shall, to the extent possible, be limited to fifth grade teachers and students.

24.13 Evaluation of Schedules B, C and D Positions. If positions as set forth in Schedules B, C and D are to be evaluated, it shall be done with the full knowledge of the person being evaluated by his/her administrative supervisor. If the Board makes any changes in the current instruments or adds new instruments, the TEA shall be so notified before the instrument becomes operational. The TEA shall be provided a copy of all current evaluation instruments.

24.14 Tenure in a Capacity Other than as a Classroom Teacher. No employee under this Agreement shall acquire tenure in any capacity other than as a classroom teacher. Any such tenure previously acquired by any teacher employed under this Agreement is waived.

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

ARTICLE 25. INSURANCE

- 25.1 A. The Board will pay the premiums, for those teachers who apply, for one of the two following options under MESSA-PAK (MESSA PAK is a benefit program which combines five insurances listed in Article 25.1 into two plans, with MESSA as the administrator/carrier). It is understood that if a husband and wife are both employed as teachers by the District, they and their dependents shall only be covered by one district-paid MESSA PAK PLAN A insurance plan (i.e., the district shall only pay one premium.)

Plan A

Health: MESSA Super Care I. This health insurance shall be provided for the employee, spouse, and/or eligible dependents.

Life: Two times the teacher's salary with double indemnity in the event of accidental death (except due to drugs, alcohol, suicide and warfare as covered in most policies) and dismemberment schedule.

Teachers hired on or after June 4, 1991 shall only be eligible for life insurance in the amount of \$50,000 AD/D (except due to drugs, alcohol, suicide and warfare as covered in most policies).

Teachers leaving will be notified of conversion policies.

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

Vision: VSP III: Full family; true group with internal and external coordination of benefits.

Long Term Disability: Long term disability income insurance to cover all regular contracted full-time and half-time employees under the age of seventy (70) after the first sixty (60) calendar days of any illness or disability. Such insurance shall pay up to two-thirds (2/3) of his/her regular salary and reduced by any amounts paid or payable under Worker's Compensation, Social Security, or any school sponsored pension plan. The remuneration under this article is as established under the company's policy and is paid at the daily rate of seven (7) days per week, fifty-two (52) weeks per year of one/three hundred sixty-fifth (1/365) of the annual salary of the employee. This remuneration is paid for up to age seventy (70) for both accident and illness.

OR

Plan B (for employees who do not choose Plan A)

Life: Same as Plan A (teacher only).

Dental: Same as Plan A (full family).

Vision: Same as Plan A (full family).

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

Tax Deferred Annuity: Teachers are entitled to a tax deferred annuity underwritten by any of the Board-approved annuity carriers. The rate of payment shall be \$900 annually; however, if five more teachers change from MESSA PAK A to MESSA PAK B (over March 1, 1993, MESSA PAK enrollee number), then the rate of payment shall be \$1,050 annually. If six or more teachers change from MESSA PAK A to MESSA PAK B (over the March 1, 1993, enrollee number), then the rate of payment shall be \$1,200 annually. If tax deferred annuities as provided herein are no longer permitted under applicable law, the District shall then provide an annual cash payment equal to that established above.

- B. This Section 25.1 is subject to the following: MESSA PAK insurance is available only for the term of the Agreement and is an open issue for collective bargaining on the expiration of this Agreement. Further, if after the expiration of one year of MESSA PAK insurance the Board is able to demonstrate that it could furnish comparable long term disability and life insurance for the ensuing years at a lesser cost than MESSA PAK then it will be permitted to purchase such insurance for comparable benefits from another carrier and have the program revert to MESSA Super Care I. Any issue relative to whether MESSA PAK insurance is of lesser cost than some other carrier can provide is subject to arbitration in the event of disagreement, and the parties shall have full discovery consonant with the Michigan Court Rules relative to the costs of MESSA PAK insurance. The TEA's only obligation in obtaining such information shall be to request such information in writing from MESSA, a copy of which shall be provided to the District.

EXAMPLE:

The Board may bid life and LTD insurances under the same terms and conditions that existed under the 1988-90 contract. If the total premium amount to provide such life and LTD coverages to teachers, when added to the published MESSA SuperCare 1, MESSA Dental* and MESSA Vision* premiums (at the rates currently in

*The MESSA Dental and Vision premiums shall be separately determined as follows: The average single, two-person, and full-family rates, whichever are applicable, of the aggregate school districts in Oakland County (with over 200 subscribers) with the same coverage provided separately rather than through a MESSA PAK. If there are no Oakland County school districts providing such coverage, the average rate of the aggregate districts in the Tri-County shall be used.

effect when the Board bids the life and LTD insurances) would be less than the District's total premiums paid for MESSA PAK, then the District shall no longer be obligated to provide insurance coverages through MESSA PAK. If this occurs, the District shall provide the insurance coverages and carriers specified in the 1988-90 contract, with the exception that it shall provide MESSA SuperCare 1 and the \$125 reimbursement set forth in Article 25 rather than MESSA SuperCare 2.

25.2

- A. All of the insurances shall be Board paid for twelve (12) months for each teacher who completes his/her contractual obligation, and on a prorata basis if less than his/her contractual obligation is completed, except as stated in the following paragraphs.
- B. Any teacher who commences an unpaid leave of absence on or after April 1, which shall continue for the remainder of the school year, shall have his/her fringe benefits paid by the Board through August 31 of the calendar year in which the leave commenced.
- C. Should April 1 not be a scheduled work day, an unpaid leave which commences at the end of the last scheduled work day for purposes of this Agreement will be considered to have commenced on April 1.
- D. The Board shall provide all insurances without cost to the teacher who is on long term disability through August 31 of the school year in which the teacher goes on disability.
- E. For employees who go on leaves, the Board will sponsor direct-pay coverage by the teacher at group rates to the extent the insurance company will allow, up to a maximum of twelve (12) months. This provision applies only to health insurance coverage. Other coverages cease at the end of the month in which the leave begins.
- F. The Board shall provide all insurances to a teacher who retires (after April first) through June 30 of the year in which he/she retires. The retiring teacher shall be reimbursed for MPERS insurance premium co-pay amounts for July and August of the year in which he/she retires.

25.3 Worker's Compensation. Any employee who is injured in the line of duty shall receive such compensation and expenses as prescribed by the Worker's Compensation Law of the State plus any other benefits from Social Security or public sources. Such compensation shall be supplemented with an amount sufficient to maintain his/her regular pay for a period not to exceed sixty (60) calendar days, without deduction of his/her accumulated sick leave.

25.4 Fringe Benefit Fund

- A. The Board will make available on August 15th of each year at least \$15,000.00 which included the unexpended funds from the 1981-82 fund.
- B. The Fringe Benefit Fund will be used to pay premiums on fringe benefits for laid-off teachers and up to the full premium for health insurance provided the twelve months after August 31st of the school year of disability. (See Section 25.2) All interest will be credited to the fund.

The Association, through use of a committee of its members or otherwise, as it chooses, will determine which fringe benefits are to be continued for which laid-off teachers and for how long, and will provide the Board with timely written instructions in this regard. Continuation of fringe benefits must be in accordance with the terms of the applicable insurance policy and the rules and regulations of the insurance carrier.

- C. The Association will advise the Board in writing as to the identity of the person or persons authorized to direct payment of fringe benefits as above set forth. Written instructions as to payment of premiums must be received by the Board at least fifteen (15) business days prior to the premium due date. The Board will provide the Association periodically with an accounting showing the state of the fund.
- D. No part of the fund shall ever revert to the Board. If the fund is ever terminated prior to exhaustion of all monies therein, the then remaining monies will be remitted to the Association for use for the benefit of the bargaining unit in such manner as the Association shall determine.
- E. It is understood and agreed that the Fringe Benefit Fund is the property of the Association and its bargaining unit members, that the Board's sole function is that of custodian and bookkeeper, and that the Association will indemnify and save the Board harmless against any claim by any person or entity arising out of any use or claimed misuse or non-use of the fund, except in case of actual negligence by the Board in carrying out its ministerial functions hereunder.

ARTICLE 26. SALARY SCHEDULE APPLICATION

26.1 Professional Growth. Professional growth salary adjustments shall be paid as follows:

- A. Shall be courses acceptable to an accredited (North Central or regional equivalent) college or university's own undergraduate or graduate degree program according to the following:
 - 1. graduate level (post baccalaureate) classes
 - 2. third and fourth year baccalaureate level classes
 - 3. first and second year baccalaureate level classes within the subject area of the teacher's major(s) or minor(s)
- B. In the event a teacher desires to begin work on an additional major or minor, a written request to the Assistant Superintendent of Instruction must be received and approved.
- C. For classes successfully completed by the first day of the school year and recorded in the Board office by the last Friday in September, payment shall start on the second (2nd) pay Friday in October.

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

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

- D. For classes successfully completed by the first day of the spring semester and recorded in the Board office by February 15th, payment shall begin on the second pay Friday in March.

In the event that evidence of course completion is not recorded by February 15th, then payment shall be postponed until the last pay in June.

In either event all monies shall be retroactive to the first day of the spring semester. Payment shall be one-half the yearly professional growth rate.

All Chapman University and other university/college course work enrolled in by October 16, 1992, and completed by December 31, 1992, shall qualify for salary schedule advancement, with the exception of Golf I, Golf II and Golf III from Chapman University. Salary schedule advancement for the aforementioned golf courses taken from Chapman University will be discontinued as of June 30, 1993, unless the teacher currently possesses a physical education major or minor or is currently teaching physical education.

26.2 Rules for Applying Schedules

- A. Credit for outside experience shall be applied to all new hires uniformly consistent with administrative procedures. If the procedures currently

in effect are to be changed, the TEA is to be notified, in writing, of the new procedures prior to March first of the school year preceding the effective date of the change.

B. Credit for partial years of teaching will be given to the nearest full or half step according to the following formula:

1. .1 and .2 to lower full step
2. .3, .4, .6 to one-half step
3. .7, .8, .9 to a higher full step

26.3

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

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

26.4 School Psychologists' and School Social Workers Rate of Pay

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

1. He/She has completed a master's degree plus thirty (30) semester hours:
2. The school psychologist has completed a master's degree in psychology and the master's program required at least sixty (60) semester hours of credit; and/or
3. The school social worker has completed a master's degree in social work (MSW generally requires at least a sixty (60) semester hour program in social work).

ARTICLE 27. PROTECTION OF TEACHERS

27.1 Classroom Control. The authority and effectiveness in the classroom shall be primarily the teacher's responsibility. The Board and Administration will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, alternative education placement, or law enforcement personnel, the teacher shall advise the principal in writing. Having been advised the principal will schedule a building team (teacher, social worker, principal, psychologist, etc.) meeting. The meeting will be held without undue delay.

27.2 Assault Charges. Teachers shall observe such rules concerning punishment of student as may be established by the Board. In the event civil proceedings are brought against a teacher alleging that he/she committed an assault in the course of this employment, he/she will be provided legal counsel by the Board.

27.3 Injury. For injury sustained on duty, see Article 25.3, Worker's Compensation, and Article 25.1 A, Long Term Disability.

27.4 Safety and Liability. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable to the Board for damage or loss to person or property except in the case of gross negligence.

27.5 Legal Counsel. Upon request of a teacher who is assaulted as a result of classroom or extracurricular duties, the Board will provide preliminary legal counsel, but not representation.

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

27.7 Working time lost by a teacher as a result of school-work connected assaults or charges of assault shall not result in loss of salary or leave time, unless the teacher is found guilty.

27.8 A teacher shall be reimbursed for loss, damage or destruction of clothing or personal property as a result of theft, vandalism or assault related to teaching duties unless due to negligence or criminal guilt of the teacher, if such loss exceeds fifteen dollars (\$15.00) and does not exceed one hundred dollars (\$100.00). The application shall be in the form of a letter within one school/work week of the damage, and shall be made before the end of the fiscal year (June 30).

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

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

ARTICLE 28. SEVERANCE PAY AND RETIREMENT

28.1 All teachers shall upon termination of employment from the Troy Schools receive severance pay in the amount of one half ($\frac{1}{2}$) of the per diem rate of pay for unused sick days provided for in Article 17 to a maximum accumulation of sixty (60) days. Thirty (30) additional unused sick days will be paid for at the current substitute teacher pay rate. Severance pay shall be paid within two (2) pay periods of request for said severance pay. Such request shall be made within twelve (12) months of termination. Severance pay will not be paid in cases where proper notice of leaving was not given or where illegal or immoral or other unethical conduct by the employee is involved.

28.2 All teachers who retire with ten (10) or more years of service in Troy shall, at their option, be paid severance pay as set forth below in lieu of pay for accumulated sick leave.

10 - 14 years' service	-	\$1,000.00
15 - 19 years' service	-	\$1,500.00
20 or more years	-	\$100.00/per year

28.3 In case of death during a teacher's employment, the teacher's beneficiary on his/her retirement card shall receive either severance pay under 28.1 or severance pay in lieu of pay for accumulated sick leave under 28.2, whichever is greater, but not both.

ARTICLE 29. MASTER SICK BANK

29.1 Master Sick Bank Plan. The procedure for the administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible teachers who apply and whose applications are subsequently approved for sick day(s) benefits.

29.2 Funding of Sick Bank. The Master Sick Bank shall be funded in accordance with the following provisions:

- A. Teachers newly employed by the School District shall have one sick day of their advance current allowance transferred to the Master Sick Bank at the beginning of their employment.
- B. The maximum number of sick days in the Master Sick Bank shall be twice the number of teachers in the bargaining unit.
- C. The above one sick day transferred to the Master Sick Bank from the current allowance of a teacher, or any other sick days so transferred, shall not be deducted from the days remaining in the Master Sick Bank at the time a teacher terminates his/her employment with the School District.
- D. If the number of days in the Master Sick Bank falls below 25 percent of the maximum funding of days prior to the end of any school year, the TEA will notify the Board to make a transfer of one (1) more day from each teacher's current allowance to the Master Sick Bank.

29.3 Eligibility - Master Sick Bank. Any teacher shall be eligible to make application to the Sick Bank Committee for sick days of benefit after he/she has been incapacitated for at least fifteen (15) consecutive working days and has used all of his/her own allowance. If a teacher is incapacitated for at least fifteen (15) working days (not necessarily consecutive working days) in any one (1) year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same doctor who handled the case originally verified by written statement that such incapacitation is a recurrence, then the fifteen (15) consecutive day eligibility requirement could be waived in this instance at the discretion of the Sick Bank Committee.

29.4 Application. Each application for sick days of benefit from the Master Sick Bank must be submitted on the Sick Bank Application form to the Sick Bank Committee, and such application will be approved or rejected on the basis of the individual teacher's circumstances. All applications must be accompanied by supporting doctor's statements.

29.5 Sick Bank Committee. The Sick Bank Committee shall be composed of three (3) teachers to be selected in any manner determined by the TEA and two (2) administrators to be selected by the Board. They shall hold membership on the Committee for such terms as the TEA may determine. Any application approval by the Committee shall be by a majority vote of the entire Committee.

29.6 Administration. The Master Sick Bank shall be administered by the Sick Bank Committee in accordance with the following provisions:

- A. No teacher shall be allowed more than the number of days needed to satisfy the waiting period for LTD benefit from the Sick Bank in any school year.

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

1. President of the Troy Education Association
2. Executive Director of the Troy Education Association

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

C. The records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three (3) members, with one member each to be appointed by the Board, by the TEA, and by the Sick Bank Committee. A copy of the audit report shall be furnished to the Board, TEA and Sick Bank Committee.

29.7 Board Retention of Sick Days. All sick leave days accumulated by any teacher in his/her current allowance or those days transferred to the Master Sick Bank from his/her current allowance shall be subject only to the contingent liability of actual sick claim use by the teacher or the Master Sick Bank. All sick leave days which are not used by the teacher or the Master Sick Bank during the period of his/her employment shall not be subject to any other type or kind of claim in any form whatsoever by the teacher or the TEA when his/her employment has terminated.

29.8 Sick Bank. The Board recognizes that the Sick Bank Committee's decisions can not be reversed by the Board. However, the committee's decisions shall not be used as evidence or raised as an issue by either party during hearings over disciplinary action against a teacher for alleged excessive absenteeism.

ARTICLE 30. ANNEXATION AND CONSOLIDATION

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

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

ARTICLE 31. IN-SERVICE TRAINING/TEACHER LICENSURE

31.1 In the event that teacher centers become a reality, the parties shall immediately negotiate to provide for equivalent college credit for participation in teacher centers for professional growth placement as set forth in Schedule A.

31.2 In the event that teacher licensure becomes law, the parties shall immediately open negotiations and make necessary additions or deletions from this Agreement to provide for reasonable implementation and transition to a licensure law.

ARTICLE 32. DISTRICT ORGANIZATION

32.1 Departments

- A. The assignment of each teacher shall be consistent with primary teaching responsibility.
- B. Every teacher in each high school shall be assigned by the building administration to a department headed by a department chairperson within that building as listed below:
- | | |
|---------------------------------|--|
| 1. Math | 8. Vocational Education: |
| 2. Social Studies | Industrial Arts |
| 3. Science | Vocational Education |
| 4. English/Library/Media/Speech | Home Economics |
| 5. Business | 9. Foreign Language |
| 6. Physical Education | 10. Special Ed |
| 7. Counselors | 11. Fine Arts: Arts, Music (Vocal and Instrumental), Drama |
- C. Every teacher in each middle school shall be assigned by the building administrator to a department headed by a department chairperson within that building as listed below:
- | | |
|------------|---|
| 1. Math | 3. Social Studies |
| 2. Science | 4. English/Library/Media/Reading/Speech |
- D. Every teacher eligible for district-wide departments shall be assigned by the Administration to a department headed by a department chairperson.

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

- | | |
|----------------------|--|
| 1. Foreign Language | 6. Physical Education |
| 2. Home Living | 7. Industrial Arts Education and Vocational Education |
| 3. Special Education | 8. Fine Arts: Music (Vocal & Instrumental), Drama, Art |
| 4. Business | |
| 5. Counselors | |
- E. Department heads for elementary level district-wide shall be:
1. Special Education (Learning Disabilities)
 2. Fine Arts (Art/Music)
 3. Physical Education
 4. Special Education (Pre-Primary Speech and Language Development, Pre-Primary Development, Emotionally Impaired, Educable Mentally Impaired, Trainable Mental Impaired)
- F. One (1) district level department head for itinerant staff (Social Workers, Psychologists, Speech Pathologists, Learning Disabilities Teacher Consultants)

32.2 Department Head Qualifications:

- A. Must be a tenure teacher or, in the case of non-certificated personnel, must have completed a probationary period equivalent to the probationary

period prescribed by the Tenure Act for certificated teachers, unless there are none available.

- B. Must be a teacher within the department headed.
- C. Shall have taught the previous year within the department headed, except in new buildings or a reorganized school.
- D. Should have a major or minor in one of the areas of the department unless there are none available.
- E. Qualifications for special education itinerant department head:
 - 1. An individual possessing a teaching certificate must have completed his/her probationary period at the time of selection to the department head position.
 - 2. An individual who does not possess a teaching certificate must have completed a probationary period equivalent to the probationary period prescribed by the Tenure Act for certified teachers.

32.3 Department Head Selection

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

32.4 Department Head Duties

- A. Shall be a member of the building curriculum committee if such a committee does exist.
- B. Shall hold regular meetings with the members of the department to keep them informed on matters of concern to them.
- C. Shall assist new teachers in becoming familiar with the school and the department and their particular responsibilities.
- D. Shall be responsible for the supervision and coordination of the curriculum of the department to include coordination of textbook selection.

- E. Shall serve as a liaison between the individuals of the department and the administration when necessary.
- F. Shall forward requisitions and requests from within the department to the building principal.
- G. Shall perform such other miscellaneous duties that are requested by the members of the department and the administration that may be deemed reasonable and proper.
- H. Shall serve as a member of the Secondary Curriculum Committee if such a committee exists. Elementary department heads shall serve as a member of any curriculum committee relating to their department if such a committee exists.
- I. Each department shall hold regular departmental meetings as frequently as is necessary to keep its members informed of matters of mutual concern and the orderly operation of the department. Such meetings will be scheduled by the department head at such times as are mutually agreeable to as many members of the department as possible. All department members shall normally be expected to attend such meetings. When a member cannot attend the meeting, the member shall notify the chairperson in advance.
- J. Schedule for itinerant staff (art, music, physical education) shall be prepared by their department heads subject to the approval of the administrator in charge of the area of instruction.

32.5 Release Time. Each department head shall have release time dependent on the number of department members. A department head with nine (9) or fewer members in his/her department shall be provided up to nine (9) half days per year. While a department head with ten (10) or more in the department shall be provided up to fourteen (14) half days per year. The department head shall notify the principal in advance those days he/she wishes to utilize. The department shall notify the subcaller for release days.

32.6 Head Teacher, Elementary

- A. Qualification for Head Teacher. An applicant for the head teacher position must have an elementary permanent certificate, or an elementary provisional certificate with at least three (3) years teaching experience at the elementary level.
- B. The position of head teacher shall be reopened every two years. All applicants will be interviewed by the building principal. Following these interviews, the building principal will appoint a head teacher whom he/she feels best meets the needs of the building.
- C. Suggested Duties:
 - 1. The head teacher shall be in charge of the building during the absence of the principal.
 - 2. The head teacher shall make decisions within the scope of the normal procedures and policies set for the building by the principal and Central Office.

3. The head teacher's work day shall begin thirty (30) minutes before the entry of the children, and end thirty (30) minutes after the close of school.
4. The head teacher shall assist the principal with the discipline problems of the building. He/she shall handle minor discipline problems within the building, and all discipline problems when the principal is unavailable.
5. The head teacher will be responsible for preparing and keeping up to date all teacher duty schedules. He/she shall keep the principal informed of same.
6. The head teacher will be responsible for correct procedures regarding arrival and departure of children and buses.
7. The head teacher shall be responsible for noon hour supervision. Noon aides will be instructed to go to the head teacher with problems.
8. The head teacher shall have the responsibility of seeing that all accident forms are properly filled out.
9. The head teacher shall inform the principal of the general tone of the building, and report any areas of concern by the staff.
10. During inclement or extremely cold weather when students come into the building before the start of school, the head teacher may be put on duty to handle these children.
11. The head teacher shall acquaint himself/herself with the coordination of all services to the school.
12. The head teacher shall be provided an opportunity to gain administrative experience in the following areas: (a) pupil records; (b) requisitions; (c) referrals; (d) proposals to Central Office; and (e) conduct some faculty meetings.
13. Since all of these listed duties cannot be handled at the same time by any one head teacher, it is the responsibility of the building principal to decide what duties shall be under the direction of the head teacher.

ARTICLE 33. RETIREMENT

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

33.2 A. From April 1, 1993, through June 30, 1994, the District will pay the first 20 teachers who qualify for ERI payments as set forth in this Section 33.2 A by June 30, 1993, and the first 20 teachers who qualify for ERI payments as set forth in this section 33.2 A by June 30, 1994. To qualify for this ERI payment, a teacher must have at least 10 years service as a teacher with the Troy School District, apply for the Early Retirement Incentive payment at least 90 days prior to actual retirement, and be eligible to retire under MPSERS. The ERI payment shall be as follows:

first year	\$20,000
second year	\$10,000
third year	\$ 5,000

B. Beginning July 1, 1994, a teacher who is at the maximum step on Schedule A, has at least 10 years service as a teacher with the Troy School District, and applies for the early Retirement Incentive payment at least 90 days prior to actual retirement, and either (1) is in the MPSERS MIP Plan and has not less than 25 years nor more than 31 years of service credit, or (2) is in the first 2 years of eligibility requirements for full benefits under the MPSERS Basic Plan shall receive the following ERI payment:

first year	\$15,000
second year	\$10,000

C. Once a teacher retires under this Early Retirement Incentive Plan benefit, the benefit may not be withdrawn or changed because of a subsequent negotiation of the teachers' Collective Bargaining Agreement. The annual benefit will be reduced by any amount received from unemployment benefits during the period of time the benefits are received.

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

33.4 Mid-Year Retirement. Teachers taking the ERI payment shall work through the end of the semester unless otherwise agreed. The 90-day notice shall be received in the Personnel Department at least 90 days prior to the close of the first semester.

33.5 Should the retiree die, all benefits of this program will cease with the month of his/her death.

33.6 A person must be employed by the Troy School District on the last working day prior to date of retirement.

ARTICLE 34. SHARED TEACHING

34.1 Teachers may volunteer for shared-time assignments by making application to the Executive Director-Personnel Services on or before March 1 for the ensuing school year. Teachers requesting and being granted shared-time assignments shall be notified at least thirty (30) calendar days before the assignment begins.

34.2 No shared-time assignments shall come into existence without approval of the Superintendent or his/her designee. Once approved by the Superintendent or his/her designee, a shared-time assignment shall not terminate during the school year without the approval of the Superintendent or his/her designee, except in case of resignation or termination of one or both of the teachers sharing the assignment. In case of such resignation or termination, the Superintendent or his/her designee shall have the right, in his/her discretion, to continue the shared-time assignment by offering the vacated portion of the assignment to qualified laid-off teachers in order of seniority, and in absence of success through that method, by hiring a temporary replacement or replacements.

34.3 A shared-time assignment may be continued for an additional school year by agreement between the teachers involved and the Superintendent or his/her designee. However, in any case where termination of the assignment at the end of a school year would result in the layoff of a teacher, the Superintendent or his/her designee shall have the right, in his/her discretion, to require that the teachers involved continue in the shared-time assignment for the ensuing school year, except in case of resignation or termination of one or both of said teachers. In case of such resignation or termination, the provisions of the last sentence of paragraph 34.2 above shall be applicable, with the phrase "temporary replacement" construed to include a replacement for all of the ensuing school year.

34.4 No grievance or arbitration shall arise from the Superintendent's granting or not granting or refusing to continue any shared-time assignments. This does not preclude shared-time teachers from grieving or arbitrating other provisions stipulated in the Collective Bargaining Agreement. Returning to a full-time position, recall from layoff, or return from a leave of absence are subject to the terms specified in the current Collective Bargaining Agreement.

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

34.6 Compensation

- A. Shared time teachers shall be compensated in proration of the salary they would be entitled to if they held a full-time assignment.
- B. Shared time teachers shall have the following fringe benefit options. In no case shall the total cost of the fringe benefits between teachers sharing a position exceed the total cost of the benefits paid to a full-time teacher for the same position.
 1. Life insurance as provided in Article 25.1.
 2. Health MESSA Super Care I, dental, and vision insurance. The Board shall pay the same proration of the premium paid for salary

for these insurances as provided in Article 25.1, and the teacher shall pay the remaining portion of the premium. Except in instances where the insurance will be a true group, a teacher at his/her option may use the dollar value of the Board's share of the premium cost to be applied to the purchase of any combination of health, dental and/or vision insurance, with the teacher to pay any remaining portion of the premium for the desired coverage.

Option to Health. Teachers who do not choose to be covered by a health insurance plan shall be entitled to select benefits provided in Plan B of Article 25.1 at the same proration as paid for salary.

3. Worker's Compensation as provided in Article 25.3.
4. Long term disability insurance as provided in Article 25.1.
5. Fringe benefits delineated in this Article are subject to the terms and approval of the insurance carrier.

34.7 Shared-time teachers will divide preparation/planning time, but their total preparation/planning time will not exceed the preparation/planning time of a full-time teacher. The number of preparations at secondary shall be no more than two per day for less than a full-day teacher unless the teacher requests or accepts more. The duty time for shared-time teachers when added to the duty time of their shared-time partner, where appropriate, shall equal a full-time assignment.

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

34.8 Shared time teachers will be allowed to share time by teaching one semester and having the shared-time partner teach the other semester. This situation shall in no case be considered a layoff when the teacher is not teaching. A teacher who is to teach the second semester must pay for fringe benefits prior to the commencement of the first semester if the teacher wishes to have coverage.

34.9 For purposes of this Agreement, a teacher who has voluntarily become a less than full-time employee for or after the commencement of the 1983-84 school year shall be considered shared-time. A teacher who was part-time during the 1982-83 school year may continue part-time status without interruption and shall not be considered shared-time unless shared-time status is requested and approved. A teacher who involuntarily becomes a part-time employee shall not be considered shared-time. Teachers recalled from layoffs shall not be considered shared-time unless shared-time was requested.

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

34.11 Sick Leave Days.

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

B. Absences shall be deducted on a prorated basis.

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

<u>Full-time Equivalency</u>	<u>180 Student Days</u>	<u>4 Teacher Workdays</u>
1.0	180	4.0
.9	162	3.5
.8	144	3.0
.7	126	3.0
.6	108	2.5
.5	90	2.0
.4	72	1.5
.3	54	1.0
.2	36	1.0
.1	18	.5

ARTICLE 35. DURATION OF AGREEMENT

This agreement shall be in full force and effect as of August 15, 1993 and shall continue in effect through August 14, 1996. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date set forth above, unless mutually agreed to in writing by both parties.

IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives, the day and year first written above. On or before May 1, 1996, both teams shall meet to discuss contract negotiations.

TROY BOARD OF EDUCATION

By *Robert J. Ares*
President

By *Ida Edmunds*
Secretary

TROY EDUCATION ASSOCIATION (MEA/NEA)

By *Allen Rexer*
President

By *Stephen Sadler*
Secretary

SCHEDULE A
August 15, 1993 through January 21, 1994

STEP	BA/BS +15	BA/BS +20	BA/BS +25	BA/BS	MA/MS or BA/BS +30	MA/MS +5	MA/MS +10	MA/MS +15	MA/MS +20	MA/MS +25	MA/MS +30 or ED.SPEC.	ED.D/ PH.D.
0	27,407	28,696	29,127	29,555	29,987	30,415	30,844	31,277	31,704	32,133	32,565	35,146
1	30,147	31,663	32,170	32,678	33,176	33,672	34,145	34,661	35,156	35,648	36,144	37,850
2	32,150	33,826	34,397	34,981	35,565	36,121	36,683	37,241	37,799	38,356	38,918	40,565
3	34,019	35,985	36,637	37,296	37,952	38,577	39,194	39,821	40,441	41,063	41,690	43,270
4	35,951	38,143	38,869	39,604	40,337	41,019	41,712	42,400	43,089	43,776	44,463	45,980
5	37,885	40,301	41,105	41,918	42,721	43,477	44,226	44,979	45,728	46,480	47,236	48,688
6	39,821	42,464	43,340	44,226	45,106	45,922	46,741	47,563	48,372	49,187	50,009	51,394
7	41,754	44,625	45,574	46,539	47,495	48,373	49,256	50,137	51,018	51,902	52,782	54,102
8	43,688	46,786	47,810	48,845	49,879	50,825	51,768	52,715	53,663	54,607	55,554	56,815
9	45,621	48,947	50,048	51,156	52,270	53,273	54,286	55,300	56,310	57,312	58,325	61,810
10	49,011	52,559	53,833	55,075	56,460	57,445	58,564	59,700	60,827	61,954	63,085	64,277

- All employees hired after December 14, 1971, shall attain an MA or MS degree before progressing to the MA/MS or BA/BS +30 column.
- One-half 1989-90 increment extra for service beyond fifteen (15) years in Troy Schools; one full 1989-90 increment for service beyond twenty (20) years in Troy Schools; one and one-half 1989-90 increments for service beyond twenty-five (25) years in Troy Schools. Longevity pay shall be based on the Step 9 to Step 10 increment in the professional growth column where the individual is placed on Salary Schedule A, except for the Ed.D./Ph.D. Schedule, which shall be based on the "MA/MS+30 or Ed. Spec." Schedule OR longevity pay shall be provided as follows: For service beyond 15 years in Troy Schools: 3% of the teacher's Step 10 salary above; for service beyond 20 years in Troy Schools: 6% of the teacher's Step 10 salary above; for service beyond 25 years in Troy Schools: 9% of the teacher's Step 10 salary above; whichever is greater until a step change is made.
- Effective August 14, 1990 No teacher shall incur a dollar amount reduction in currently received longevity benefits because of the new method of determining longevity payments.

SCHEDULE A
January 24, 1994 through August 14, 1994

STEP	BA/BS +15	BA/BS +20	BA/BS +25	MA/MS or BA/BS +30	MA/MS +5	MA/MS +10	MA/MS +15	MA/MS +20	MA/MS +25	MA/MS +30 or ED. SPEC.	ED.D./PH.D.	
0	28,229	29,557	30,001	30,442	30,887	31,327	31,769	32,215	32,655	33,097	33,542	36,200
1	31,051	32,613	33,135	33,658	34,171	34,682	35,169	35,701	36,211	36,717	37,228	38,986
2	33,115	34,841	35,429	36,030	36,632	37,205	37,783	38,358	38,933	39,507	40,086	41,782
3	35,040	37,065	37,736	38,415	39,091	39,734	40,370	41,016	41,654	42,295	42,941	44,568
4	37,030	39,287	40,035	40,792	41,547	42,250	42,963	43,672	44,382	45,089	45,797	47,359
5	39,022	41,510	42,338	43,176	44,003	44,781	45,553	46,328	47,100	47,874	48,653	50,149
6	41,016	43,738	44,640	45,553	46,459	47,300	48,143	48,990	49,823	50,663	51,509	52,936
7	43,007	45,964	46,941	47,935	48,920	49,824	50,734	51,641	52,549	53,459	54,365	55,725
8	44,999	48,190	49,244	50,310	51,375	52,350	53,321	54,296	55,273	56,245	57,221	58,519
9	46,990	50,415	51,549	52,691	53,838	54,871	55,915	56,959	57,999	59,031	60,075	63,664
10	50,481	54,136	55,448	56,727	58,154	59,168	60,321	61,491	62,652	63,813	64,978	66,205

- All employees hired after December 14, 1971, shall attain an MA or MS degree before progressing to the MA/MS or BA/BS +30 column.
- One-half 1989-90 increment extra for service beyond fifteen (15) years in Troy Schools; one full 1989-90 increment for service beyond twenty (20) years in Troy Schools; one and one-half 1989-90 increments for service beyond twenty-five (25) years in Troy Schools. Longevity pay shall be based on the Step 9 to Step 10 increment in the professional growth column where the individual is placed on Salary Schedule A, except for the Ed.D./Ph.D. Schedule, which shall be based on the "MA/MS+30 or Ed. Spec." Schedule OR longevity pay shall be provided as follows: For service beyond 15 years in Troy Schools: 3% of the teacher's Step 10 salary above; for service beyond 20 years in Troy Schools: 6% of the teacher's Step 10 salary above; for service beyond 25 years in Troy Schools: 9% of the teacher's Step 10 salary above; whichever is greater until a step change is made.
- Effective August 14, 1990 No teacher shall incur a dollar amount reduction in currently received longevity benefits because of the new method of determining longevity payments.

SCHEDULE A
1994-95

STEP	BA/BS +15	BA/BS +20	BA/BS +25	MA/MS OF BA/BS +30	MA/MS +5	MA/MS +10	MA/MS +15	MA/MS +20	MA/MS +25	MA/MS +30 or ED. SPEC.	ED. D/ PH. D.
0	29,146	30,518	31,431	31,891	32,345	32,801	33,262	33,716	34,173	34,632	37,377
1	32,060	33,673	34,752	35,282	35,809	36,312	36,861	37,388	37,910	38,438	40,253
2	34,191	35,973	37,201	37,823	38,414	39,011	39,605	40,198	40,791	41,389	43,140
3	36,179	38,270	39,663	40,361	41,025	41,682	42,349	43,008	43,670	44,337	46,016
4	38,233	40,564	42,118	42,897	43,623	44,359	45,091	45,824	46,554	47,285	48,898
5	40,290	42,859	44,579	45,433	46,236	47,033	47,834	48,631	49,430	50,234	51,779
6	42,349	45,159	47,033	47,969	48,837	49,708	50,582	51,442	52,310	53,183	54,656
7	44,405	47,458	49,493	50,510	51,443	52,383	53,319	54,257	55,196	56,132	57,536
8	46,461	49,756	51,945	53,045	54,051	55,054	56,061	57,069	58,073	59,081	60,421
9	48,517	52,053	54,403	55,588	56,654	57,732	58,810	59,884	60,950	62,027	65,733
10	52,122	55,895	58,571	60,044	61,091	62,281	63,489	64,688	65,887	67,090	68,357

1. All employees hired after December 14, 1971, shall attain an MA or MS degree before progressing to the MA/MS or BA/BS +30 column.

2. One-half 1989-90 increment extra for service beyond fifteen (15) years in Troy Schools; one full 1989-90 increment for service beyond twenty (20) years in Troy Schools; one and one-half 1989-90 increments for service beyond twenty-five (25) years in Troy Schools. Longevity pay shall be based on the Step 9 to Step 10 increment in the professional growth column where the individual is placed on Salary Schedule A, except for the Ed.D./Ph.D. Schedule, which shall be based on the "MA/MS+30 or Ed. Spec." Schedule OR longevity pay shall be provided as follows: For service beyond 15 years in Troy Schools: 3% of the teacher's Step 10 salary above; for service beyond 20 years in Troy Schools: 6% of the teacher's Step 10 salary above; for service beyond 25 years in Troy Schools: 9% of the teacher's Step 10 salary above; whichever is greater until a step change is made.

3. Effective August 14, 1990 No teacher shall incur a dollar amount reduction in currently received longevity benefits because of the new method of determining longevity payments.

SCHEDULE A
1995-96

STEP	BA/BS	BA/BS +15	BA/BS +20	BA/BS +25	MA/BS +30	MA/MS +5	MA/MS +10	MA/MS +15	MA/MS +20	MA/MS +25	MA/MS +30 or ED.SPEC.	ED.D/ PH.D.
0	30,166	31,586	32,060	32,531	33,007	33,477	33,949	34,426	34,896	35,369	35,844	38,685
1	33,182	34,852	35,409	35,968	36,517	37,062	37,583	38,151	38,697	39,237	39,783	41,662
2	35,388	37,232	37,860	38,503	39,147	39,758	40,376	40,991	41,605	42,219	42,838	44,650
3	37,445	39,609	40,326	41,051	41,774	42,461	43,141	43,831	44,513	45,198	45,889	47,627
4	39,571	41,984	42,783	43,592	44,398	45,150	45,912	46,669	47,428	48,183	48,940	50,609
5	41,700	44,359	45,244	46,139	47,023	47,854	48,679	49,508	50,333	51,160	51,992	53,591
6	43,831	46,740	47,704	48,679	49,648	50,546	51,448	52,352	53,242	54,141	55,044	56,569
7	45,959	49,119	50,163	51,225	52,278	53,244	54,216	55,185	56,156	57,128	58,097	59,550
8	48,087	51,497	52,624	53,763	54,902	55,943	56,981	58,023	59,066	60,106	61,149	62,536
9	50,215	53,875	55,087	56,307	57,534	58,637	59,753	60,868	61,980	63,083	64,198	68,034
10	53,946	57,851	59,254	60,621	62,146	63,229	64,461	65,711	66,952	68,193	69,438	70,750

- All employees hired after December 14, 1971, shall attain an MA or MS degree before progressing to the MA/MS or BA/BS +30 column.
- One-half 1989-90 increment extra for service beyond fifteen (15) years in Troy Schools; one full 1989-90 increment for service beyond twenty (20) years in Troy Schools; one and one-half 1989-90 increments for service beyond twenty-five (25) years in Troy Schools. Longevity pay shall be based on the Step 9 to Step 10 increment in the professional growth column where the individual is placed on Salary Schedule A, except for the Ed.D./Ph.D. Schedule, which shall be based on the "MA/MS+30 or Ed. Spec." Schedule **OR** longevity pay shall be provided as follows: For service beyond 15 years in Troy Schools: 3% of the teacher's Step 10 salary above; for service beyond 20 years in Troy Schools: 6% of the teacher's Step 10 salary above; for service beyond 25 years in Troy Schools: 9% of the teacher's Step 10 salary above; whichever is greater until a step change is made.
- Effective August 14, 1990 No teacher shall incur a dollar amount reduction in currently received longevity benefits because of the new method of determining longevity payments.

SCHEDULE B - EXTRA DUTY PAY

Athletic Coaching Positions

In addition to the base salary, the following extra duty assignments requiring time outside regular school hours shall be paid at the percentage figure shown multiplied by \$49,011.

<u>CATEGORY I</u>	
<u>FOOTBALL</u>	<u>BASKETBALL</u>
11.6% Varsity	11.6% Varsity
7.5% Assistant Varsity	7.5% Assistant Varsity
7.5% Junior Varsity	7.5% Junior Varsity
7.0% Assistant Junior Varsity	7.0% Freshman
7.0% Freshman	6.0% 8th Grade
6.5% Assistant Freshman	6.0% 7th Grade
6.0% Heavy Weight	
6.0% Light Weight	
5.5% Assistant Heavy Weight	
5.5% Assistant Light Weight	

<u>CATEGORY II</u>	
<u>GYMNASTICS</u>	<u>SWIMMING</u>
9.0% Varsity	9.0% Varsity
7.0% Assistant Varsity	7.0% Assistant Varsity
	7.0% Junior Varsity
<u>WRESTLING</u>	
9.0% Varsity	
7.0% Junior Varsity	
6.0% Freshman	

<u>CATEGORY III</u>	
<u>BASEBALL/SOFTBALL</u>	<u>SOCCER</u>
8.0% Varsity	8.0% Varsity
6.5% Junior Varsity	6.5% Junior Varsity
6.0% Freshman	
<u>TRACK</u>	<u>VOLLEYBALL</u>
8.0% Varsity	8.0% Varsity
6.5% Assistant Varsity	6.5% Junior Varsity
6.0% Freshman	6.0% Freshman
5.25% 8th Grade	5.25% 8th Grade
5.25% 7th Grade	5.25% 7th Grade
4.5% Assistant 7 & 8	

CATEGORY IV

TENNIS

6.0% Varsity
5.5% Junior Varsity

CROSS COUNTRY

6.0% Varsity
5.5% Assistant Varsity

GOLF

6.0% Varsity
5.5% Junior Varsity

SYN. SWIM

6.0% Varsity

CATEGORY V

CHEERLEADING

7.0% Varsity
6.0% Junior Varsity
5.0% Freshman
4.0% Middle School
2.0% Middle School Assistant

CATEGORY VI

10.0% High School Faculty Manager
8.5% Athletic Director - Middle School

Middle School Intramural Activities

Wrestling	\$899.00
Flag Football	674.00
Track	674.00
Tennis	674.00
Swim	674.00
Basketball	337.00
Volleyball	337.00

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

Weight Room Supervisor

Fall Season	\$899.00
Winter-Spring-Summer	\$1,180.00 each season

- A. Coaching assignments will be aligned with teaching locations whenever possible.
- B. Coaches will not be given more than two (2) assignments per year.
- C. Junior High Athletic Directors may coach one (1) sport in addition to their Director's duties.
- D. Boys and Girls Coaching equities assume that seasons, contests, and practices are substantially the same. Any variations will be negotiated.

Schedule B also provides for the Board to pay all teacher retirement to the Michigan Public Employees Retirement Fund.

SCHEDULE C - EXTRA DUTY PAY

Positions other than coaching

In addition to the base salary, the following extra duty assignments requiring time outside regular school hours shall be paid at the percentage figure shown, multiplied by \$49,011.

High School

Category I - 7.5%

Band Director (Summer Band/Strings Camp + 2%)
Play Director

Category II - 5.0%

Department Chairperson
Vocal, Music, Orchestra, T-TEC
Lacrosse, Varsity

Category III - 4.0%

Newspaper
Yearbook
Project LEAD
Senior Class Sponsor
Student Government
Curriculum Chairperson
National Honor Society
Forensics
Debate
Science
Computer Club

Category IV - 3.5%

Cadette/Drill Team
Junior Class Sponsor

Category V - 3.0%

Lacrosse, Junior Varsity
Lacrosse, Assistant

Category VI - 2.5%

Sophomore Class Sponsor
Freshman Class Sponsor
Foreign Language Clubs
International Club
Model U.N.
Literary Magazine
Writer's Club
Assistant Band Director (Summer Band/Strings Camp +1%)
Assistant Play Director
SADD
Social Studies Club

Category VII - 2.0%

Bowling
Ski Club
Literary Club
Assistant Musical Director
Special Building Committee Chairperson

SCHEDULE C - EXTRA DUTY PAY (continued)

High School

Category VIII - 1.5%

National Art Honor Society
O.M.
P.A.C.E. Liaison
Quiz Bowl

Category IX - 1.0%

League Activities
Spirit Club
Professional Business Association
Chess

Middle School

Category I - 5.0%

Department Chairperson

Category II - 3.5%

Curriculum Chairperson
Band
Strings
Vocal
Audio-visual

Category III - 2.5%

Yearbook
Student Government
Drama
Student Government

Category IV - 2.0%

Special Building Committee Chairperson

Category V - 1.5%

O.M. Coach
Future Problem Solving
P.A.C.E. Liaison

Elementary

Category I - 5.0%

Head Teacher
Department Chairperson

Category II - 3.5%

Computer Chairperson
Service Squad
Safety Patrol

SCHEDULE C - EXTRA DUTY PAY (continued)

Elementary

Category III - 3.2%

Band
Strings
Vocal

Category IV - 3.0%

Chairperson Elementary District-Wide Committee

Category V - 2.0%

Special Building Committee Chairperson

Category VI - 1.0%

Chairperson - Building Supplemental Programs
Outdoor Education Chairperson
PTO/PTA Representative

Category VII

Outdoor Education Program 0.2% / day

Schedule C also provides for the Board to pay all teacher retirement to the Michigan Public Employees Retirement Fund.

SCHEDULE D

Driver Education	\$21.00 per hour
Curriculum Development outside school year	\$20.00 per hour
Teaching in place of a substitute teacher	\$20.00 per hour
*High School scorers, ticket takers, sellers, timers, announcer, adult supervisors	\$28.00 per game
*High School ticket takers, sellers, scorers, timers, announcer, adult supervisors for a two-game night	\$42.00 per night
*Freshman football timer	\$25.00 per game
*Middle School ticket takers, sellers	\$25.00 per evening

Reimbursement for authorized use
of teacher's car on school business or
between school buildings

20.5¢ per mile or IRS
maximum, in effect on
September 1 of each
school year, whichever
is greater.

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

Nondegree Vocational Personnel

Minus two (2) years' credit for certification
One-half (1/2) credit for balance of work experience or full credit for
accredited teaching in field
95% of BA Schedule
Full Fringe
TEA Member
Prorated on six (6) hour day

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

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

Middle School Audio-visual Teacher

1993-94: forty-two (42) hours of 1992-93 annual salary divided by 950
(190 x 5) multiplied by .67

1994-95: forty-two (42) hours of 1992-93 annual salary divided by 950
(190 x 5) multiplied by .33

(1995-96: position eliminated from Schedule D)

SCHEDULE E

1993-94 SCHOOL CALENDAR

SEPTEMBER

Tuesday	7	Full day teachers; no school students K-12
Wednesday	8	Half day students 1-12; half day teacher workday
Thursday	9	Full day students/teachers; Kindergarten begins

NOVEMBER

Friday	12	Half day students K-12; half day workday End of 1st marking period
Monday	22	Half day students K-8, full day students 9-12; full day teachers (conferences) Elementary and middle school conferences (afternoon and evening) High school conferences (evening)
Tuesday	23	Half day students K-12; full day teachers (conferences) Elementary, middle, and high school conferences (afternoon and evening)
Wednesday	24	No school students K-12; conference compensatory time for teachers
Thursday	25	Thanksgiving recess begins
Monday	29	School resumes; full day students K-12

DECEMBER

Thursday	23	Half day students/teachers - winter recess begins; spring conference compensatory time for teachers
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JANUARY

Monday	3	School resumes; full day students K-12
Tuesday	18	Half day high school students (exams); full day teachers
Wednesday	19	Half day high school students (exams); full day teachers
Thursday	20	Half day high school students (exams); high school teachers workday (p.m.) Half day students K-8; full day teachers-workday (p.m.)
Friday	21	No school students K-12; teacher workday End of semester
Monday	24	Second semester begins

FEBRUARY

Friday	11	Last day of school before mid-winter recess
Monday	21	School resumes; full day students K-12

1993-94 (continued)

MARCH

Thursday 10 Half day students K-12; afternoon and evening conferences K-12
Thursday 31 Full day students/teachers; last day before spring recess

APRIL

Monday 11 School resumes; full day K-12
Friday 15 Half day students K-12; half day teacher workday
End of 3rd marking period

MAY

Monday 30 No school students/teachers: Memorial Day

JUNE

Tuesday 14 Half day students K-12 (high school exams)
full day teachers
Wednesday 15 Half day students K-12 (high school exams)
full day teachers
Thursday 16 Half day students K-12 (high school exams)
full day teachers; end of semester
Friday 17 Full day teacher workday (Teachers may leave when their work is completed.)

BREAKDOWN

First marking period: September 8 - November 12 10 weeks
Second marking period: November 15 - January 21 9 weeks
Third marking period: January 24 - April 15 9 weeks
Fourth marking period: April 18 - June 17 10 weeks

Students days = 180

Teacher days = 184

September	17	18
October	21	21
November	19	20
December	17	17
January	20	21
February	15	15
March	23	23
April	15	15
May	21	21
June	12	13

SCHEDULE F

1994-95 SCHOOL CALENDAR

AUGUST

Monday	29	Full day teachers workday; no school students K-12
Tuesday	30	Half day students 1-12; half day workday (p.m.)
Wednesday	31	Full day students/teachers; Kindergarten begins

SEPTEMBER

Thursday	1	Full day students/teachers
Friday	2	No school students/teachers
Monday	5	No school students/teachers: Labor Day
Tuesday	6	School resumes; full day students K-12

NOVEMBER

Friday	4	Half day students K-12; half day workday End of first marking period
Monday	21	Half day students K-8; full day students 9-12; full day teachers (conferences) Elementary and middle school conferences (afternoon and evening) High school conferences (evening)
Tuesday	22	Half day students K-12; full day teachers (conferences) Elementary, middle and high school conferences (afternoon and evening)
Wednesday	23	No school students K-12; conference compensatory time for teachers
Thursday	24	Thanksgiving recess begins
Monday	28	School resumes; full day students K-12

DECEMBER

Wednesday	21	Full day students/teachers-- last day before winter recess
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JANUARY

Tuesday	3	School resumes; full day students K-12
Tuesday	17	Half day high school students (exams) full day teachers
Wednesday	18	Half day high school students (exams) full day teachers
Thursday	19	Half day high school students (exams); high school teachers workday (p.m.) Half day students K-8; full day teachers - workday (p.m.)
Friday	20	No school students K-12; teacher workday End of semester
Monday	23	Second semester begins

FEBRUARY

Friday 10 Last day of school before midwinter recess
 Monday 20 School resumes; full day students K-12

MARCH

Thursday 9 Half day students K-12; afternoon and evening conferences K-12
 Friday 31 Half day students K-12; half day workday
 End of 3rd marking period

APRIL

Thursday 13 Half day students/teachers; spring conference
 compensatory time for teachers
 Monday 24 Spring recess begins
 School resumes; full day K-12

MAY

Monday 29 No school students/teachers: Memorial Day

JUNE

Friday 9 Half day students K-12 (high school exams)
 full day teachers
 Monday 12 Half day students K-12; (high school exams)
 full day teachers
 Tuesday 13 Half day students K-12; (high school exams)
 full day teachers; end of semester
 Wednesday 14 Full day teacher workday (Teachers may leave when
 their work is completed.)

BREAKDOWN

First marking period:	August 30 - November 4	10 weeks
Second marking period:	November 7 - January 20	9 weeks
Third marking period:	January 23 - March 31	9 weeks
Fourth marking period:	April 3 - June 14	10 weeks

Students days = 180

Teacher days = 184

August	2	3
September	20	20
October	21	21
November	19	20
December	15	15
January	20	21
February	15	15
March	23	23
April	14	14
May	22	22
June	9	10

SCHEDULE F

1995-96 SCHOOL CALENDAR

AUGUST

Monday	28	Full day teachers workday; no school students K-12
Tuesday	29	Half day students 1-12; half day workday (p.m.)
Wednesday	30	Full day students/teachers; Kindergarten begins
Thursday	31	Full day students/teachers

SEPTEMBER

Friday	1	No school students/teachers
Monday	4	No school students/teachers: Labor Day
Tuesday	5	School resumes; full day students K-12

NOVEMBER

Friday	3	Half day students K-12; half day workday End of first marking period
Monday	20	Half day students K-8; full day students 9-12; full day teachers (conferences) Elementary and middle school conferences (afternoon and evening) High school conferences (evening)
Tuesday	21	Half day students K-12; full day teachers (conferences) Elementary, middle and high school conferences (afternoon and evening)
Wednesday	22	No school students K-12; conference compensatory time for teachers
Thursday	23	Thanksgiving recess begins
Monday	27	School resumes; full day students K-12

DECEMBER

Wednesday	20	Full day students/teachers-- last day before winter recess
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JANUARY

Tuesday	2	School resumes; full day students K-12
Tuesday	16	Half day high school students (exams) full day teachers
Wednesday	17	Half day high school students (exams) full day teachers
Thursday	18	Half day high school students (exams); high school teachers workday (p.m.) Half day students K-8; full day teachers - workday (p.m.)
Friday	19	No school students K-12; teacher workday End of semester
Monday	22	Second semester begins

1995-96 (continued)

FEBRUARY

Friday 9 Last day of school before midwinter recess
Monday 19 School resumes; full day students K-12

MARCH

Thursday 7 Half day students K-12; afternoon and evening
conferences K-12
Friday 29 Half day students K-12; half day workday
End of 3rd marking period

APRIL

Thursday 4 Half day students/teachers; spring conference
compensatory time for teachers
Spring recess begins
Monday 15 School resumes; full day K-12

MAY

Monday 27 No school students/teachers: Memorial Day

JUNE

Friday 7 Half day students K-12 (high school exams)
full day teachers
Monday 10 Half day students K-12; (high school exams)
full day teachers
Tuesday 11 Half day students K-12; (high school exams)
full day teachers; end of semester
Wednesday 12 Full day teacher workday (Teachers may leave when
their work is completed.)

BREAKDOWN

First marking period:	August 29 - November 3	10 weeks
Second marking period:	November 6 - January 19	9 weeks
Third marking period:	January 22 - March 29	9 weeks
Fourth marking period:	April 1 - June 12	10 weeks

Students days =	180	Teacher days =	184
August	3		4
September	19		19
October	22		22
November	19		20
December	14		14
January	21		22
February	16		16
March	21		21
April	16		16
May	22		22
June	7		8

LEVEL II (PERSONNEL OFFICE)

DATE RECEIVED _____ DATE(S) OF MEETING _____

POSITION OF EXECUTIVE DIRECTOR OF PERSONNEL SERVICES: _____

SIGNATURE _____ DATE _____

DATE RECEIVED BY GRIEVANT/TEA _____

POSITION OF GRIEVANT: _____

SIGNATURE _____ DATE _____

LEVEL III (ARBITRATION)

DATE REFERRED _____ DATE(S) OF HEARING _____

AWARD OF ARBITRATOR:

NAME _____ DATE _____

