

MASTER AGREEMENT

BETWEEN

**TEKONSHA COMMUNITY
SCHOOLS**

AND THE

**4-C UNIFIED BARGAINING
ASSOCIATION MEA/NEA**

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ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all full time and regular part-time certificated teaching personnel employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, assistant superintendents, directors of school and community relations, principals, assistant principals, business manager, and any other person engaged fifty percent of the time in the direct administration and supervision of professional personnel. The term "Teacher" when used hereinafter in the Agreement shall refer to all certificated teaching personnel represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers. The term "Board" shall include its officers and members and/or its agents.

The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of the Agreement.

The Association agrees to withdraw the pending Unfair Labor Practice Labor Charge, Case No. C10 G-172, filed against Tekonsha Community Schools.

ARTICLE II

ASSOCIATION AND TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every professional employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection.

As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those founded in law or on contracts, individual and collective.
- C. Teachers and their Association representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that this shall not interfere with or interrupt normal school operations. When special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day or after 6:00 P.M.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable time, provided that this shall not interfere with or interrupt normal school operations. Taking a teacher away from his assigned duty station is considered interrupting normal school operation.
- E. Teachers shall have the right to use school facilities and equipment for Association business to include the use of computers, printers, email, fax machine, telephone and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and said equipment shall be used on the school premises.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the inter-school mail service and teacher mail boxes for communications to teachers, provided they are signed by an Association representative.

Article II (continued)

- G. The Board agrees to make available to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including country allocation board budgets) agendas and minutes of all Board meetings, treasurer's reports, student enrollment data, names and addresses of all teachers, salaries paid thereto and educational background and such other information as will assist the Association in developing intelligent accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint.
- H. The private and personal life of a teacher is within the appropriate concern of the Board inasmuch as it can seriously affect the professional rights, duties, and responsibilities of the teachers. In the event that the Board feels that the private and/or personal life of a teacher is in fact affecting the professional rights, duties, and responsibilities of the teacher, the Board may discuss with the teacher and/or a designated representative of the Association at the option of teacher the subject of its concern.
- I. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, sex, marital status, age, or national origin.
- J. The rights granted herein to the Association shall not be granted or extended to any competing teacher organization.
- K. The Board shall place on the agenda of each regular Board meeting as an item for consideration under "New Business" any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent's office five days prior to said regular meeting.

ARTICLE III

BOARD'S RIGHTS

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

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- B. To hire all employees, and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- C. To establish grades and courses of instruction including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and condition of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof and in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

The Board shall have the right in its discretion to require a teacher to submit to a physical or mental examination at Board expense by a licensed physician approved by the Board.

ARTICLE IV

PROFESSIONAL DUES AND PAYROLL DEDUCTION

- A. All teachers following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment, whichever come later, shall have deducted from their pay monthly either:
1. Membership dues, fees, assessments and/or contributions of the Association, or
 2. Representation service fees in an amount not more than the amount of dues uniformly required of members of the Association.
- B. The Association shall certify to the Board at the beginning of each school year the membership of the Association subject to deduction of membership dues and the amount of the monthly Association dues to be deducted. The Association shall also certify to the Board at the beginning of each school year the amount of the monthly representation service fee to be deducted, which amount shall be not more than the amount of dues uniformly required of members of the Association. These amounts so certified and deducted shall be forwarded to the Association, provided that when a teacher objects to the legitimacy of such deduction, the deduction shall be discontinued until legitimacy of the deduction has been determined in the proper internal process. If the individual does not agree with this decision, he/she has not waived the right to the judicial process.
- C. The Association agrees to indemnify and hold the Board, including each individual School Board member, harmless against any and all claims, demands, cost, suits, damages, awards, judgments or other forms of liability including but not limited to all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Association to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article. The Association shall have the right to appoint counsel at their discretion.
- D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE V

TEACHING HOURS AND CLASS LOAD

- A. Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave 15 minutes after close of the pupils' regular school day. Teachers are encouraged 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, including consultations with parents when scheduled directly with the teacher or with the Principal after consultation with the teacher. On Fridays or on days preceding holidays or vacations, the teacher's day shall end immediately following bus departure.
- B. The normal weekly teacher's work load in the junior and senior high (grades 7-12) school will be 30 teaching periods and five unassigned preparation periods or not to exceed six hours of pupil contact per day. Assignment to a regularly scheduled supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load in the elementary schools will not exceed 30 hours of pupil contact per week. Every reasonable effort will be made by the building principal to assign the inexperienced teacher the class with the lowest number of pupils at the elementary level, and fewest possible preparations at the high school level.

Elementary planning time will be comprised of four (4) unassigned Planning periods and the weekly accumulation of recess providing for the 5th planning period. The TEA and the Board agree that should other viable options to providing elementary planning time arise, the TEA may request to convene a Labor/Management Committee to review options, and if both parties agree, implement said options through the normal ratification process.

- C. Each teacher shall be required to attend Parent-Teacher Conferences and the back-to-school open house.
- D. At the secondary level, every teacher shall be responsible for one major assignment and one minor assignment without extra pay. Major and minor assignments will be the responsibility of the building principal with the approval of the Superintendent. The existing minor assignments shall be on a voluntary or yearly rotation basis.

The major assignment is the teaching assignment. School clubs, supervision at school events, and hall duty shall be considered minor assignments. Coaching, school play advisors, class advisors, yearbook advisor, student council advisor, and National Honor Society advisor, are considered major extra-duty assignments and shall be paid in accordance with Appendix C and Appendix D.

It is understood that minor assignments are to be assigned during the regular school day only and shall not infringe on the guaranteed planning time.

- E. All teachers shall have a duty-free, uninterrupted lunch period of twenty-five (25) minutes, except in emergency situations of short duration.
- F. It is understood that the administration is allowed to schedule not more than one monthly staff meeting, with a duration of not more than one (1) hour (3:00 – 4:00 pm.). All teachers required to attend professional development.

ARTICLE VI

SPECIAL STUDENT PROGRAMS

- A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experiences and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Teachers may request transfer of children who have such problems and shall present arguments for such request to the Professional Study Committee, who can make a recommendation to the Board. Special attention will be given to reducing class size where special students are placed in a regular classroom.

- B. The parties, to assist the teacher, will cooperate to increase the psychological testing program, to add school psychologists to the schools of the district, to employ visiting teachers, and to correlate their activities so as better to meet the needs of special students in the community insofar as funds are available.

ARTICLE VII

TEACHING CONDITIONS

A. Class Size. Because the Board has the statutory duty to educate all children within the boundaries of the School District and because the student-teacher ratio is an important aspect of an educational program and because the number of students a teacher is required to instruct has a direct bearing upon the amount of work required and the effectiveness of the individual teacher, the parties agree that the size of the individual classes shall be given careful consideration and any inequities adjusted upon the request of the teacher if economically and educationally feasible and desirable. A desirable ratio of pupils to classroom teacher is 25:1.

1. At the elementary level where a “split” or “combination grade” is unavoidable, teachers and building principals shall cooperatively distribute the children by grades unless otherwise agreed by both parties.

In those classes which involve the integration of CI, SLD, and EI, special education students into the regular classroom, an effort will be made to provide a favorable pupil/teacher ratio. Modification in class size, scheduling and curriculum design may be made to accommodate the shifting demands that mainstreaming may create.

To promote the equitable distribution of responsibility for mainstreamed pupils among teachers, when more than one classroom placement may be available to accommodate the pupil's schedule, a pupil who has been certified through the IEP (or current term) as , CI, SLD, or EI will be placed in the appropriate classroom, as defined by the IEP Team , which is best able to consider the severity of the individual handicap and/or needs of the student.

CI – Cognitively Impaired
SLD – Specific Learning Disabled
EI – Emotionally Impaired

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties and/or their assigned members, will confer from time to time for the purpose of improving this selection, with the attempt to implement these as the funds are available.
- C. The Board shall make available in each school a restroom and lavatory facilities for teachers, and at least one room which shall be reserved for the use as a faculty lounge.
- D. Each teacher shall maintain with the office of the Superintendent of School and the building principal the current correct address and phone number which may be used to contact them in emergency matters while they are in the employment of the School District.
- E. Every teacher employed by the Board must have a valid teaching certificate, or permit. This certificate must be filed with the Superintendent. Failure to file the certificate or loss of certification may result in loss of employment.

- F. All teachers are covered by Michigan Worker's Compensation law. Accidents and injuries are to be reported to the employee's supervisor immediately. Employer liability shall be in accordance with the law.
- G. To relieve teachers of as many non-teaching duties as possible, the Board agrees to engage as many aides as possible. This will specifically and definitely include supervision of recess, and lunch. Further, in case of the absence of any aide, a substitute will be provided to fulfill said duties.
- H. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in the District and include therein all text which are reasonably requested by teachers to the extent finances are available.
- I. The Board will make reasonable effort to provide within the financial limits of the District the following:
 - 1. A separate desk for each teacher in the District.
 - 2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
 - 3. Adequate chalkboard space in every classroom.
 - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
 - 5. A complete and unabridged dictionary in every classroom.
 - 6. Adequate storage space in each classroom for instructional materials.
 - 7. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
- J. A telephone shall be made available to teachers for their personal use. All other calls, other than local, shall be charged to the teacher's personal phone.

ARTICLE VIII

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. The Board and the Association, in recognition of the desirability of multiethnic representation on the teaching faculty, hereby declare a policy of non-discrimination in hiring.
- B. The Board agrees that it shall not discriminate against any teacher on the basis of race, color, creed, national origin, sex, marital status, or membership in or lack of membership, or participation in the activities of the Association or any other teacher organization, nor to discriminate against a teacher because of his institution of a grievance, complaint or preceding under this agreement.
- C. The Association agrees that it shall admit all teachers to its membership without discrimination by reason of race, creed, color, national origin, sex, or marital status, and to represent equally all teachers without regard to membership or lack of membership or participation in or association with the activities of any other teacher organization.
- D. Any assignments in addition to the normal teaching schedule during the regular school year, including adult education courses, driver education, extra duties as enumerated in Appendix C, and summer school courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments will be given to tenure teachers regularly employed in the district.

ARTICLE IX

VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever any permanent vacancy in a teaching or supervisory position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to president of the Association and provide for appropriate posting on the bulletin boards in the teachers' lounges. The vacancy will remain posted for a period of five (5) days and will not be permanently filled until the expiration thereof.
- B. Any teacher possessing the qualifications to apply for such vacancy may make application to the Superintendent's office within this five (5) day period. The Board agrees to give consideration to professional background and attainments of all applicants, length of service in the District, building, class level, area of specialization, and other relevant factors.
- C. Since a promotion would result in placing a teacher in a supervisory position and hence excluded from the terms of this Contract, the Board reserves the right to promote on the basis of its own judgments of qualifications and also to hire new employees for any opening or vacancy.
- D. Posting of notices of vacancies mentioned in this Article shall be suspended when school is adjourned for the summer months, but the Association president shall continue to be notified and the vacancy shall appear in the IDEA paper one time.

ARTICLE X
ILLNESS OR DISABILITY

A. Sick Leave:

1. All teachers regularly employed by the District shall accumulate sick leave at the rate of ten (10) days for each year of service. Sick leave shall normally be accumulated to a total of one hundred twenty (120) days. However, teachers who are compensated at the top step of the salary schedule and who have accumulated the normal maximum of sick leave, shall be allowed continued accumulation of sick leave.
2. A teacher may use all or any portion of his/her sick leave for personal illness or disability. Up to fifteen days per year may be used for illness or disability of a member of the teacher's immediate household.
3. In the event of absence of a teacher for illness in excess of three (3) consecutive working days, the teacher may be required, at the teacher's expense, to submit a physician's statement concerning the ill person's condition. If the ill person for whom such sick leave is used is the teacher, said physician's statement shall also certify the teacher's ability to return to work.
4. Each teacher will have lesson plans created for use during the time of absence from the classroom. Each teacher shall notify, at or before 7:00 a.m., the Administration of his or her intended absence stating the nature of leave. The teacher will call the office in the afternoon before school dismisses, if at all possible, to advise the Administration as to whether he/she will return the following day. The information supplied will enable the Administration to retain the substitute or release him/her for the following day.

B. Personal Business:

1. At the beginning of each school year each teacher shall be credited with two (2) days noncumulative from year to year to be used for the teacher's personal business, with the stipulation that if an individual uses all of his/her personal business days in the first semester and does not complete the school year, he/she may be asked to reimburse the District for a pro-rated portion of the used leave day(s). Teachers understand that such personal business days are for the purpose of conducting personal business which cannot be scheduled outside of school hours. A teacher planning to use a personal leave day shall notify the principal at least one day in advance, except in cases of emergency.
2. A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year, unless the Administration believes it is for a just and valid cause.
3. Any unused personal business leave days will be reimbursed in the amount of \$50.00 per day at the end of each school year.

Article X (continued)

C. Occupational Injury or Illness:

Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation law shall receive from the Board the difference between the Worker's Compensation payment prescribed by law and his regular salary, to the extent and until such time as such teacher shall have used up the so-called "sick pay" provided herein.

D. Jury Duty:

A teacher will be allowed leave for jury duty and will be reimbursed for the differences between said jury pay and his regular teacher salary.

E. Death in the Immediate Family:

Up to three (3) days a year, non-cumulative in addition to sick leave allowance, may be taken, without loss of compensation, for each death in the immediate family. The immediate family shall include the teacher's spouse, mother and father, and children; his spouse's mother and father; and his children's spouses. One day each year shall be granted for the purpose of attending the funeral of members of the extended family, to include brothers or sisters, (natural or in-law), grandparents or other relatives. Additional time may be granted to be deducted from personal days or sick leave days when necessary for travel.

F. Attendance at Conferences:

Teachers may be granted a leave of absence with pay for approved visitation at other schools, or attending meetings or conferences of any educational nature. The number of teachers allowed to leave at any one time will be within the discretion of the Administration.

G. Critical Illness in the Immediate Family:

Up to five (5) days a year of the accumulated sick leave allowance may be used for critical illness in the immediate family, outside of the immediate household of the teacher. The immediate family shall include the members as included in Section E outlined above.

H. The Association shall be allowed then (10) days to be used at their discretion for Association business. No more than 4 teachers will be gone on the same day. The Association will pay for the substitute and will give 3 days notice.

I. Any teacher covered by the contract, that has used all of his/her sick days, may apply for a donation of additional sick days from members of the Tekonsha Education Association.

a. Members of the Tekonsha Education Association may donate no more than three (3) sick days per member per school year.

ARTICLE XI

UNPAID LEAVES OF ABSENCE

- A. A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his professional responsibilities provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed one step higher on the salary schedule from his position prior to said leave.
- B. A leave of absence of up to one (1) year, renewable at the discretion of the Board may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university which is reasonably related to his professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period.
- C. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position of the salary schedule as he would have been had he taught in the District during such period.
- D. A leave of up to one year for the purpose of child care of an infant or severely ill older child or an adopted child shall be granted a teacher upon written request. Said teacher shall submit the written request at least six (6) weeks before the anticipated date of the commencement of the leave except in an emergency caused by an unexpected severe illness of a child.

In the written request, the teacher shall specify whether the leave is desired for one or two semesters. If unforeseen circumstances should cause the teacher to request to return prior to the originally requested date, the Board may approve early return depending upon the arrangements that have been made with the teacher's replacement.

Upon return from leave, the teacher will be assigned to the same or equivalent level teaching position.

Upon return from leave, a teacher shall be placed one step higher on the salary schedule from the position held prior to said leave provided that he/she taught at least one complete semester before the commencement of the leave. In the event that one semester was not completed, the teacher shall resume the same position on the salary schedule as when the leave commenced.

Article XI (continued)

E. Extended Leaves:

Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:

- (1) Requests for leaves shall be in writing.
- (2) Eligibility shall be based on a minimum of two (2) years continuous employment in the district.
- (3) All extended leaves shall be limited to one year.
- (4) Salary increments shall not accrue.
- (5) Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
- (6) Written notice of intention to either return or resign shall be given the Superintendent by March 1st of the year in which the leave expires.
- (7) Re-employment during the school year shall be at the discretion of the Board.

ARTICLE XII

ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition; to foster a recognition of individual freedom and social responsibility; to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights; and to instill appreciation of the value of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

- B. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society. In a controversial issue both sides must be presented equally.

ARTICLE XIII

TEACHER EVALUATION AND PROGRESS

The parties recognize the importance and value of developing a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel.

The TEA and the Board shall each designate two members that will review and recommend changes to the evaluation form and process. Proposed form and process must be reviewed and approved by the Board of Education and the TEA. Efforts shall be made to have the new evaluation process approved by the end of January 2011.

Until such new evaluation form and process is ratified, the following procedure will be followed:

- A. The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least three (3) times during the school year; one (1) month following the teacher's commencement of service, three (3) months after the teacher's commencement of service, and ninety (90) days prior to the end of the probationary school year. Tenure teachers shall be evaluated at least once every year. Teachers whose services are being considered for termination under provisions of the tenure act shall receive a registered letter of notification and statement of charges from the Superintendent and be advised of their rights under the tenure act for a hearing and appeal. The Association shall receive a copy of such notification. Teachers who are so notified may be suspended without pay pending a final determination by the Board after completing a hearing as provided in the tenure act.
- B. Evaluations shall only be conducted by a qualified building principal or assistant principal or other full-time administrator having had (2) two years successful teaching experience, at the teacher's level of performance. Each observation shall be made in person for a minimum of thirty (30) consecutive minutes. (All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher).
- C. A copy of the written evaluation shall be submitted to the teacher at the time of personal interviews or within ten (10) days thereafter; one to be signed and returned to the Administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluation professional growth as jointly determined by the Board and the Association.
- D. A mentor shall be assigned to every probationary teacher upon entrance of the teacher into the system. The mentor, insofar as possible, shall be a tenure teacher with a minimum of five (5) years teaching experience and shall be engaged in teaching within the same grade, building or discipline as the probationary teaching. It shall be the duty of the mentor to assist and counsel the probationary teacher in acclimating to the teaching profession and the school system. The mentor shall not be involved in the evaluation of the probationary teacher.

- E. No later than March 15th of each probationary year the final written evaluation report will be furnished to the Superintendent covering each probationary teacher. A copy shall be furnished to the teacher. If the report contains any information not previously made

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known to and discussed with the probationary teacher, the teacher shall have an opportunity to submit additional information to the Superintendent. In the event a probationary teacher is not continued in employment, the Board will advise the teacher of the reasons therefore in writing, and provide for a meeting with the Board when requested.

- F. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Each teacher's personnel file shall contain the following minimum items of information:

- TB report and required medical information
- All teacher evaluation reports
- Teacher certificate
- A transcript of academic records
- Tenure recommendation

No material may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file. The Administration has the right to be present and delete college credentials and personal recommendations from the folder.

ARTICLE XIV

PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline or the Code of Ethics of the Education Profession shall be promptly reported to the offending teacher and the Association. The Association will use its best efforts to correct breaches of professional behavior by any teacher and, in appropriate cases, may institute proceedings against the offending teacher.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- D. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of teacher performance- imposed by the Board or representative thereof shall be subject to the professional grievance procedure thereafter set forth. All information forming the basis for disciplinary action will be made available to the teacher.

ARTICLE XV

PROFESSIONAL IMPROVEMENT

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community educational projects.

- B. The Board agrees to consider written applications by teachers who desire to attend selected professional conferences. Said applications must be submitted two (2) weeks prior to said conference. Permission to attend will be at the discretion of the administration. If granted, the Board agrees to pay all registration fees as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conferences shall be granted sufficient leave time to attend without loss of compensation. Teachers will, upon request, submit a written report regarding such conferences.

ARTICLE XVI

REDUCTIONS IN PERSONNEL AND ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

- A. This Agreement shall be binding upon the Board and its successor personnel.
- B. In the event that this District shall be combined with one or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- C. No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district or there is a substantial decrease in the revenues of the school district.
- D. If a reduction is to be made, the following criteria will be used. First, seniority meaning the length of time under a current continuous contract with Tekonsha Schools. Second, certification and qualifications.

Any teacher on layoff will be recalled in inverse order of layoff, provided he or she is certified and qualified to fill the vacancy.

No new teacher will be employed by the Board while there are teachers of the District who are laid off unless the laid off teachers are not qualified and do not hold proper certification.

For the purposes of this Article “qualified” shall mean either:

- 1. Certified to teach the subject or grade;
 - 2. Recency of experience
 - a. must have taught the subject or the grade level within the last five (5) years, or;
 - b. must have accumulated eight (8) semester hours of credit in the subject in the last three (3) years.
- E. Seniority shall date from the first date of employment by the District. In case two or more teachers share the same date of employment, seniority shall be determined by the date the individual contract was signed. If two or more teachers share the same date of hire by individual contract, seniority shall be determined by lottery. Seniority shall terminate with resignation or transfer out of the bargaining unit, except that administrators currently employed by the District retain seniority for those years they may have served in the bargaining unit. Leaves of absence and lay off in accordance with the provisions of this Contract shall not interrupt continuous service, however seniority shall not accrue during these periods.
 - F. Except in an unforeseeable emergency, teachers subject to being laid off shall be so notified no later than July 1. If said unforeseeable emergency should arise during the school year, there shall be no less than two (2) weeks notice. Any teacher so laid off and who is paid unemployment compensation benefits (associated with the 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 an 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 his/her services during the school year had he/she not been laid off.

The Association shall not be held liable for any unemployment insurance claims, awards, or judgments arising out of the Board's compliance with this section.

ARTICLE XVII

CONTINUITY OF OPERATIONS

The Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, by teachers, are contrary to law and public policy. The Board and the Association subscribes to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association agrees that it will not direct, instigate, participate in, encourage or support any strike against the Board by any teacher or group of teachers.

Further, it is agreed that in the event a strike or sanction is imposed against the Board of Education during the life of this contract, it's the Association president and the chairman of its negotiating team will, within twenty-four (24) hours after the commencement of said strike or sanction publicly, by means of radio, television or publications circulated within the District, denounce said strike or sanction as contrary not only to this Agreement, but the law and public policy of the State of Michigan and publicly state as aforesaid that it is not in keeping with the high standards of the profession of teaching.

Nothing in this Agreement shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by health hazards or Acts of God.

ARTICLE XVIII

SCHOOL CALENDAR

For the term of this Agreement the school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

The 2010-2011 and 2011-2012 school calendars will have the same number of “teacher” and “student” days as in the 2009-2010 school calendar.

ARTICLE XIX

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to an incorporated part of this Agreement. Such salary schedule shall remain in effect during the designated period.
- B. The salary schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching assignment as defined in this Agreement. For classroom assignments in excess of the regular school calendar and normal teaching loads, teachers will be compensated at \$20.00 per hour when the teacher is authorized by the Administration to substitute for another teacher during his/her regular planning time. The building principal shall notify the business office when a teacher is eligible for this compensation. The amount due will be added to the teacher's next paycheck.
- C. Teachers involved in voluntary extra duty assignments as set forth in Appendix C which is attached to and incorporated in the Agreement will be compensated in accordance with the provisions of this Agreement without deviation.
- D. Teachers required in the course of their work to drive personal automobiles shall receive a mileage allowance as set forth in Board Policy as part of expense reimbursement. This allowance shall be given for use of personal cars for field trips or other business of the District. This provision is subject to prior approval by the Administration.
- E. Regular part-time teachers shall receive benefits on a pro-rated basis.

ARTICLE XX

INSURANCE PROTECTION AND FRINGE BENEFITS

A.

Upon submission of written application the Board shall contribute an amount equivalent (less teacher contribution) to the premium toward the purchase of the "Community Blue-Plan 2" (Blue Cross/Blue Shield PPO) outlined below for each teacher and eligible dependent for a full twelve month period, September through August. Teachers will contribute \$30.00 per month.

Regular part-time teachers (part-time being 29 hour/week or less) shall receive fringe benefits on a pro-rated basis.

District will reimburse \$100/\$200 of the deductible. (\$100 single/\$200 family)

Centennial Group:

Health: Community Blue 2

Prescription: Blue Cross Rx \$15/50 co-pay

Dental: MET LIFE (\$1000 cap per year)

Vision: VSP 1 12/12/12

Effective for anyone hired after July 1, 2007: Spouses that have access to medical coverage through their employer must elect coverage through their employer and will not be covered through Tekonsha Community Schools. Also eligible spouses whose birthday falls earlier in that year will carry any dependents.

Fulltime employees electing not to take insurance through Tekonsha Community Schools, or fulltime eligible for two-person or full family coverage through Tekonsha Community Schools but, electing not to take insurance, shall receive a monthly payment of:

Single = \$200

Two person = \$450

Full family = \$550

\$15 co-pay if no generic is available. Employees are able to obtain three month prescriptions at the pharmacy for one co-pay price. The district will reimburse members for one of the co-pays (i.e. the member will pay \$15 or \$50 and the district will pay the other \$15 or \$50 for a ninety day supply). The district will reimburse the members directly upon receipt of bill or work with Blue Cross for the district to be billed the second co-pay.

Either party (TEA or Board) may notify the other within the period between April 1 and May 15 to open negotiations on Article XX, Section A. The goal of negotiations will be to determine if an alternative insurance protection program exists that would meet the needs of the Association members and provide a financial benefit to the District. Every effort shall be made by both parties to complete negotiations by July 1 of the same year.

B. The Board will reimburse teachers of the elementary and secondary schools of the District at a rate of \$175.00 per graduate credit hour or 50% of undergraduate credit hour for work beyond present certification upon presentation of a passing grade (A or B). This sum would be payable upon completion of the course.

1. A written application must be submitted for approval prior to taking the course i.e. within the first five (5) days that the class has started.
2. Approval must be given by the building principal or Superintendent before taking the course.
3. Approval will be given (within 5 days of receipt of written application) for courses that are directly related to teaching or other related educational fields.
4. The Association member will have an appeal process to follow if the approval of the course is denied.
5. Appeal process will consist of two (2) TEA members and the Superintendent.
 - a. Step 1 will be that the TEA member will put in writing why it is felt the denied course will benefit the member and the District.
 - b. Step 2 will be a meeting with the committee members.

C. Teachers who have taught twenty (20) or more continuous years in Tekonsha Public Schools and who have qualified for “continued accumulation” of sick leave pursuant to Article X, Section A (1), shall be entitled to a bonus payment upon their full retirement. Said bonus payment shall be equal to fifty dollars (\$50.00) times the number of years in which said teacher did not have the occasion to use any more than three (3) days of sick leave.

ARTICLE XXI

SPECIAL AND STUDENT TEACHING ASSIGNMENTS

- A. Assignments for the Summer School programs will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates who are regularly employed in the District during the normal school year. The above position(s) shall be paid at the rate of \$20.00 per hour. Nothing above shall be construed to restrict the right of the Board to make the assignment of other qualified teachers for the above mentioned positions.

- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. A substitute retained over forty-five (45) consecutive school days for the same teacher in the same room shall, beginning on the forty-sixth (46th) day, be allowed a pro-rated salary according to his placement on the salary schedule (Appendix B).

ARTICLE XXII

STUDENT DISCIPLINE AND TEACHER PROTECTION

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board inasmuch as possible will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.
- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. Continued suspension from class or school is under the jurisdiction of the Administration.
- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- G. No action shall be taken upon any complaint by a parent of a student directed toward a teacher, nor shall any notice thereof be included in said teacher's personnel file unless such matter is promptly reported in writing to the teacher concerned. If any question of breach of professional ethics is involved, the Association shall be notified.
- H. At the elementary level, an attempt to evenly distribute known problem children between the two sections of each grade will be made by the Principal in cooperation with the teachers involved.
- I. Teachers should maintain adequate discipline and control in their classroom at all time. Repeated discipline problems should be discusses with the Principal. Teachers should not be frequently sending students to the Principal for classroom problems of a general nature. Failure to fulfill these obligations could result in discipline up to and including dismissal for failure to fulfill teaching responsibilities.

ARTICLE XXIII

PROFESSIONAL STUDY COMMITTEE

- A. There is hereby established a joint Professional Study Committee (PSC) consisting of six (6) members, three (3) teachers selected by the Association and three (3) from the Board and/or Administration to be selected by the Board.
- B. The Committee shall meet as deemed necessary to discuss and study subjects relating to the school system such as teaching techniques, courses of study, textbooks, curriculum guides, pupil testing and evaluation, philosophy and educational goals of the District, research and experimentation, educational specifications for buildings, etc.
- C. The Committee may appoint such joint professional study sub-committees as are deemed necessary.
- D. The Committee shall review proposed proposals for federal grants prior to submission to the state or federal government and shall submit a written review and recommendation on the various proposals to the Board, providing such review is requested by the Committee members.
- E. Any in-service workshops excluding orientation days will be planned by the PSC in conjunction with the Administration.
- F. The length of the school day will be a topic for discussion.

ARTICLE XXIV

GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this Contract or written Board policy. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
1. The termination of services of, or failure to re-employ any probationary teacher.
 2. The placing of a non-tenure teacher on a third year of probation.
- B. The Association shall designate one representative per building to handle grievances when requested by the grievant, and shall notify the Superintendent of the names of said representatives not later than the 15th day of September of each school year. The Board hereby designates the Principal of each building to act as its representative at level One as hereinafter described in Section F and the Superintendent or his designated representative to act Level Two as hereinafter described in section H.
- C. The terms ‘days’ as used herein shall mean Monday through Friday, excluding holidays.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsections of this Contract (or the written Board policy) alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested.
- Any written grievance not substantially in accordance with the above requirements, may be rejected as improper. Such rejection shall not tread beyond the limitations hereinafter set forth.
- E. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by an Association representative. This shall be done within five (5) days of the alleged grievance.
- F. If, as a result of the informal discussion with the building principal a grievance still exists, he may invoke the formal grievance procedure through the Association on the form set forth in Appendix E, signed by the grievant and a representative of the Association, which form shall be available from the Association. A copy of the grievance form shall be delivered to the principal within five (5) days of the informal discussion. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.
- G. Within five (5) days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.

Article XXIV (continued)

- H. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting (or ten (10) days from the date filed, whichever shall be later), the grievance shall be transmitted to the Superintendent immediately. Within five (5) days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy to the Association.
- I. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee or if no disposition has been made within five (5) days of such meeting (or ten (10) days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee immediately. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than five (5) days thereafter. A copy of such disposition shall be furnished to the Association.
- J. If a satisfactory disposition of the grievance is not made as a result of the procedure as outlined above in Section I, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator under the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) days from the date of the written disposition of the Board.
1. Powers of the Arbitrator. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of the Agreement.
- (a) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - (b) He shall have no power to establish salary scales or change any salary, unless in violation of this Agreement.
 - (c) He shall have no power to rule on any of the following:
 - (1) The termination of services of or failure to reemploy any probationary teacher.
 - (2) The placing of a non-tenure teacher on a third year probation.
 - (3) The termination of services or failure to reemploy any teacher to a position on the extracurricular schedules.
 - (4) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, extra session, of 1947 of Michigan, as amended).

- (d) He shall have no power to change any practice, policy or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board unless in violation of this Agreement. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 - (e) He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - (f) There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Association or its members by any other means attempt to bring about the settlement of any grievance.
 - (g) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - (h) Any grievance occurring during the period between the termination date of the Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- K. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.
- L. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon.
- M. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative is to be at their assigned duty stations.

ARTICLE XXV

COMPLETION OF AGREEMENT

- A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with the respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement; unless mutually agreed upon.
- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. All teachers covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copy written or sold by the District.
- D. If any provision of this Agreement, or any application of the Agreement to any employee or group of employees, shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- E. Copies of this Agreement titled "Master Agreement between the Tekonsha School District and the 4-C Unified Bargaining Association M.E.A. – N.E.A.," shall be printed at the joint expense of the Board and the Association within thirty days after the Agreement is signed and presented to all teachers now employed, or hereafter employed. The Association shall have ten (10) copies of the Master Agreement, for its use. The Administration and Board shall have twenty (20) copies for its use.

ARTICLE XXVI

DURATION OF AGREEMENT

This agreement shall be effective as of November 9, 2010, and shall continue in effect until the last day of June, 2012.

This agreement shall not be altered or amended except upon mutual consent of the parties hereto:

TEKONSHA BOARD OF EDUCATION

TEKONSHA EDUCATION ASSOCIATION

By _____
President

BY _____
President

BY _____
Member

BY _____
Vice President

BY _____
Member

BY _____

BY _____
Member

BY _____

BY _____
Member

BY _____

BY _____
Member

BY _____
Member

BY _____
Superintendent

APPENDIX A
TEKONSHA COMMUNITY SCHOOLS
SCHOOL CALENDAR

2010-2011

APPENDIX B

SALARY SCHEDULE

<u>STEP</u>	<u>BA</u>	<u>BA+20</u>	<u>MA</u>
0	\$32,809	\$33,981	\$34,388
1	\$34,035	\$35,264	\$36,219
2	\$35,315	\$36,595	\$37,550
3	\$36,633	\$37,975	\$38,933
4	\$38,005	\$39,413	\$40,365
5	\$39,429	\$40,899	\$41,837
6	\$40,903	\$42,444	\$43,390
7	\$42,435	\$44,046	\$44,992
8	\$44,020	\$45,709	\$46,643
9	\$45,671	\$47,432	\$48,358
10	\$47,381	\$48,925	\$50,183
11	\$49,158	\$50,782	\$52,110
12	\$50,995	\$52,780	\$54,194

Longevity:

After Yr. 13	\$1500
After Yr. 14	\$1200
After Yr. 15	\$ 800
After Yr. 20	\$1000
After Yr. 25	\$ 500

All teachers hired after September 1976 will be required to obtain 20 term hours (or equivalent) plus BA to move laterally on the pay schedule.

Incoming teachers with more than zero (0) years of experience will start at zero (0) years credit.

Step 15 – Add two (2) percent of top salary step 12 in proper column to teacher’s experience. Teacher must have recorded six (6) hours of college credit within five (5) years prior to reaching step 15.

Step 20 – Add two (2) percent additional of top salary step 12 in proper column of teacher’s experience. Teacher must have recorded six (6) hours of college credit within five (5) years prior to reaching step 20.

For the 2009-2010 school year, step increases will be paid but no other salary increases will be paid.

For the 2010-2011 school year, step increases will be paid. No other salary increases will be paid. All teachers will receive a \$500 off-schedule payment in the first payroll following Contract ratification.

For the 2011-2012 school year, step increases will be paid. No other salary increases will be paid. All teachers will receive a \$500 off-schedule payment in the first payroll of November 2011.

APPENDIX C

ADDITIONAL COMPENSATION FOR EXTRA DUTIES

<u>TITLE</u>	<u>COMPENSATION</u>
Band Director	\$1,769
Yearbook Sponsor	1,035
Directing Plays	1,404

- A. The above amounts shall be included with the last regular pay check of the school year.
- B. School plays shall be limited to three (3) per year. Preference for those plays will be given to the Junior and Senior classes; one (1) each. Preference for sponsorship of class plays will be shown to the class sponsor. Any planned Junior play is to be held in the spring and any planned Senior play is to be held in the fall. Use of proceeds from any aforementioned plays (excluding Junior and Senior class plays) shall be governed by the high school Student Council.
- C. Teachers who participate as Class Advisor, Student Council Advisor and National Honor Society Advisor shall be compensated at a rate of \$20.00 for each hour they are assigned to work beyond their normal workday. Provided that no qualified bargaining unit member has applied for Class Advisor, Student Council Advisor, or National Honor Society Advisor positions, the Board may staff such positions with non-paid community volunteers.
- D. The Board reserves the right to fill or not to fill any and/or all of the positions listed herein.

APPENDIX D

TEKONSHA COMMUNITY SCHOOLS
ATHLETIC SALARY SCHEDULE

1		2
Head Baseball		Ass/t Baseball
Head Football		Ass't Football
Head Basketball		Ass't Basketball
Head Volleyball		Ass't Volleyball
Head Track		
Head Softball		
3,269	-0-	2,421
3,338	-1-	2,554
3,552	-2-	2,619
3,621	-3-	2,690
3,835	-4-	2,757
3,977	-5-	2,825
4,125	-6-	2,890
4,262	-7-	2,956
4,407	-8-	3,021
4,546	-9-	3,135
4,758	-10-	3,179
Cheerleading	\$1,631	
Athletic Director	\$4,569	

APPENDIX E

GRIEVANCE REPORT FORM

Grievance # _____ Tekonsha School District Distribution of Form

- 1. Superintendent
- 2. Principal
- 3. Association
- 4. Teacher

GRIEVANCE FORM

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

_____/_____/_____/_____/_____

Step I

A. Date Cause of Grievance occurred _____

B. 1. Statement of Grievance _____

3. Relief Sought _____

Signature

Date

C. Disposition by Principal _____

Signature

Date

Appendix E-2

D. Position of grievant and/or Association _____

Signature

Date

If additional space is needed in reporting Sections B 1 & 2 of Step I, attach an additional sheet.

Step II

A. Date Received by Superintendent or Designee _____
B. Disposition of Superintendent or Designee _____

Signature

Date

C. Position of grievant and/or Association _____

Signature

Date

Step III

A. Date Received by Board of Education or Designee _____
B. Disposition by Board _____

Signature

Date

C. Position of Grievant and/or Association _____

Signature

Date

Step IV

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature of Arbitrator

Date of
Decision

APPENDIX F

PERSONAL BUSINESS DAY REQUEST FORM

_____ Date

Teacher's Name

Date to be Utilized as a Personal Day

Personal days are for the purpose of conducting personal business which cannot be scheduled outside of school hours. Examples of appropriate and inappropriate use of such leave are listed but not limited to those listed below.

Appropriate Use

- Legal Appointments
- Routine physical or dental examinations
- Funerals not covered by the Agreement
- Parent teacher conferences
- Educational appointment
- Religious observance

Inappropriate Usage

- Recreational
- Job interviewing
- Hunting or fishing
- Working for other organizations
- Shopping
- Association Business

APPENDIX G

College Class Reimbursement Request

Approval for reimbursement must be obtained prior to registering for a class.

Name: _____ Date: _____

Class: _____

College/University: _____

Code

- A – Employee completes
- B – Employee completes
- C – Superintendent/Principal completes

A	B	B	B	C
	Class	Class level	Anticipated	Reimbursable
Class Name	Date	Grad/Undergrad	Cost*	Amount

Preapproved: _____ Date: _____
 Superintendent/Principal

Approved for Reimbursement: _____ Date: _____
 Superintendent

Comments: _____

Copies to: Business office, Superintendent, Principal, Employee7

*Course cost required for undergraduate courses.
 ** Proof of passing grade required to receive reimbursement for all classes.