

AGREEMENT

between

THE BOARD OF EDUCATION

of the

TECUMSEH PUBLIC SCHOOLS

and the

**LENAWEE COUNTY EDUCATION ASSOCIATION,
TEA, MEA/NEA**



July 1, 2017 – June 30, 2020

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

This Agreement is entered into this day of March, 2017 by and between the Tecumseh Public Schools (the “District”) Board of Education, Tecumseh, Michigan, (the “Board”) and the Lenawee County Education Association, TEA, MEA-NEA, (the “Association”).

The Board and the Association recognize and declare that providing a quality education for the District’s learners is their mutual aim and that the character of such education depends predominantly on the quality and morale of the teaching service.

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

The Board has a statutory obligation, pursuant to the Public Employment Relations Act (“PERA”), MCL 423.201 *et seq.*, to bargain with the Association as the representative of its teaching personnel as to wages, hours, and other terms and conditions of employment.

The parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

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

ARTICLE 1: Recognition

A. The Board recognizes the Lenawee County Education Association, TEA, MEA-NEA, as the exclusive bargaining representative, as defined in Section 11 of PERA, MCL 423.211, for all professional personnel, including personnel on tenure, probationary teachers, permanent substitute teachers, guidance counselors, and librarians, and any public school academy personnel; but excluding the Superintendent, Assistant Superintendents, Principals, Assistant Principals, Director of Athletics and Student Activities, Supervisors, office clericals, confidential employees, and all other employees of the District. The term "teacher" when used in this Agreement, shall refer to all employees represented by the Association in the bargaining unit as defined above.

A permanent substitute shall be defined as a substitute teacher in the same position on a full-time basis for a period of one hundred fifty (150) workdays. At 150 days in a specific assignment, all time as a substitute in that assignment will be counted for seniority purposes.

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

ARTICLE 2: Teacher Rights

- A. Pursuant to PERA, MCL 423.201, *et seq.*, every teacher employed by the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining and other lawful activities for mutual aid and protection. As a duly-elected body exercising governmental power under the law of the State of Michigan, the Board will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by PERA or other employment laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher as to wages, hours, and other terms and conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance under this Agreement.
- B. The Board specifically recognizes the right of its employees appropriately to invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- C. The Association and its members shall have the right to use school building facilities outside the normal school working hours for School/Association-related purposes. Arrangements for use of facilities must be made in advance with the Building Principal or designee in the absence of the Building Principal. Arrangements may be made for keys to gain access to buildings and necessary instructional locations during times when buildings are normally locked. Those teachers who are issued keys accept full responsibility for personal use of the key and proper security of the building upon leaving.
- D. No teacher shall be prevented from wearing pins, insignia, or other identification of membership in the Association either on or off school premises.
- E. A bulletin board will be provided in each teacher's workroom on which the Association can display professional materials that meet the following criteria: notices of Association meetings, elections, services, and committees. Any materials which are derogatory to anyone in the District or Board members shall not be allowed to be posted.
- F. The Board agrees to furnish to the Association in response to requests from time to time copies of all available information concerning the financial resources of the District, tentative budgetary requirements, and allocations and such other available information as will assist the Association in developing intelligent, accurately informed, and constructive programs on behalf of their teachers and their learners.

For the purpose of assisting a teacher or the Association in the prosecution or defense of any contractual, administrative, or legal proceedings, including but not limited to grievances and tenure proceedings, the Board shall permit a teacher access to and the right to inspect and acquire copies of his/her personnel file as defined by the Bullard-Plawecki Employee Right to Know Act, MCL 423.501 *et seq.* A representative of the Association may accompany and assist the teacher in this regard. Before personnel files

may be disclosed to the Association, written authorization shall be made by the affected teacher to the appropriate Administrator.

- G. The Association may use interschool mail service, voice mail, e-mail, and teachers' mail boxes to communicate with teachers.
- H. Association representation will be permitted on all those committees whose purposes/agendas include policy, curriculum, or teaching conditions, except for Board member-only committees.

ARTICLE 3: Board Rights

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

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof,

and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 4: Professional Compensation

- A. The salaries of teachers are covered by this Agreement in Article 24.
- B. Credit on the individual wage base shall accrue only when a person is working or on paid leave. An employee working or on paid leave for forty-six (46) days or more shall receive pro-rated credit, and an employee working or on paid leave for ninety-one (91) days or more shall receive credit for a full-year placement. Any person hired after March 1 of the then-current school year is not eligible for an increase on the individual wage base for the successor school year only pursuant to Article 24.
- C. If the Superintendent requests a teacher to attend a class, the Board will reimburse the teacher for the actual tuition amount on proof of payment and successful completion of the requested class.
- D. A teacher who is engaged during the school day in collective bargaining on behalf of the Association at the local level with any representative of the Board or participating in any professional grievance matter at the local level shall be released from regular duties without loss of salary or leave.
- E. All teachers shall attend in-service/professional development training days in accordance with the negotiated calendar.
- F. Additional days for attending a specialized conference or visitation of an educational nature may be granted if agreement is reached between the representative of the Board and the teacher. This day would not cause loss of leave or salary. Mileage for a specialized conference will be paid by the Board at the current rate established by the Board. The total amount of funds available for use by the teachers of each school shall be communicated by the Building Principal on adoption of the final District budget and posted in each school.
- G. Association officers shall have ten (10) released days with pay to attend conferences scheduled during school hours. The Association shall provide the Employer with a list by October 1 of each contract year of specified office holders.

Each year Administrators will be invited to attend six (6) MEA conferences in areas of professional development, current educational trends, and any other mutually agreed to conferences.

The Association President or designee shall be released two (2) hours each month to meet with the Superintendent or designee at times mutually agreed upon.

- H. Duly-authorized and designated representatives of the Association (one (1) per building and President, Grievance Chairperson, Bargaining Chairperson, Salary Chairperson, and Secretary) shall be permitted to transact official Association business during his/her conference or planning period, providing this activity does not interfere with nor interrupt normal school operations, and providing this employee informs the Building Principal when said business necessitates leaving the building.
- I. Building representatives or designated alternates shall be allowed release time without loss of pay whenever their presence is requested by a teacher who is being disciplined.
- J. The Association shall reimburse the District those sums paid to the Michigan Public School Employees Retirement Board on the employee's behalf for any paid release time to conduct Association business as provided in paragraphs F., I., J., and K. of this Article. The District will invoice the Association for this amount on an annual basis and payment shall be remitted within thirty (30) days of receipt of the invoice.

ARTICLE 5: Requirements for Employment

- A. Only those persons who hold at least a bachelor's degree and an acceptable Michigan Teacher's Certificate and are "highly qualified" pursuant to state standards and shall be considered for a contracted position on the District's instructional staff. To be qualified to teach, all teachers must meet the state "highly qualified" requirements
- B. The Board reserves the right to require a statement from a physician licensed to practice medicine under the laws of the State of Michigan or Ohio certifying that the teacher is permitted to return to work after absences in excess of three (3) days due to illnesses, injury, or disability. Additionally, in case of suspected abuse of sick leave, the Board reserves the right to require examination of the teacher by a Board-approved physician at the expense of the Board to verify an illness. The teacher may submit a statement from his/her own physician at the teacher's expense in cases of suspected abuse; however, such submission does not preclude required examinations by Board-paid physicians.
- C. At the time of initial employment, all teaching personnel must file with the Board appropriate identity documentation as required by law.
- D. Teachers holding degrees shall maintain a program to fulfill State requirements for permanent certification, and then to show evidence of further advancement by means of residence study, correspondence work, travel, participation in professional faculty study groups, and similar means of professional growth. No full-time teacher may carry more

than eight (8) semester hours of college credit per semester while employed by the Board during the September to June period of each school year.

- E. Substitute teachers shall have the minimum requirements for special certificates and shall be hired on a day-to-day basis only. Effort shall be made to hire qualified teachers to substitute in the special areas in the school (art, physical education, music).

ARTICLE 6: Teaching Hours

- A. The teacher's normal scheduled work hours shall be as follows:
 - 1. All teachers shall report to his/her classroom or assigned duty location at least fifteen (15) minutes before classes begin in the morning.
 - 2. Unless permission is granted by the Principal, teachers shall leave school no earlier than ten (10) minutes after classes terminate.
- B. All teachers shall be entitled to a duty-free uninterrupted lunch period. The length of this period is to be the same for each teacher in the individual buildings. The grades K-6 lunch period shall not be less than forty (40) minutes and the grades 7-12 lunch period shall not be less than thirty (30) minutes in length.
- C.
 - 1. Reasonable effort shall be made to provide all teachers in the elementary grades K-6, with a minimum of three hundred (300) minutes of planning time per week during the school day, when learners are in attendance, including time for special classes and recess when the teacher is not required to cover. Teachers in grades K-6 will be allowed to rotate recess duty to achieve the foregoing planning time. Reasonable effort will be made to provide the time in not less than thirty (30) minute blocks and at least one fifteen (15) minute block in any given day.
 - 2. All Middle School and High School teachers shall be provided one planning period per day unless mutually agreed on between the Administration and the teacher to either substitute per Article 25.L. or assume an added teaching load per Article 25.I.
 - 3. The Virtual Academy follows the secondary schedule.
- D. In emergency situations, Building Principals will serve as temporary substitute teachers. If the District is unable to hire a substitute for a specialist or a bargaining unit employee is responsible for learner supervision during his/her conference period, then the employee shall be paid at the Extended Professional Services hourly rate.
- E. When a teacher's planning time is missed because of an Assembly, Field Trip, or other class activity which that teacher did not plan or help plan for his/her class, then the teacher will be compensated at the rate specified in Article 25.N. or the time will be made up as determined by the Principal.

- F. The scheduling of the teachers' days shall be consistent with the building in which that teacher is employed, except where the Board offers additional classes which go beyond the normal class day. In such a case, the class or classes shall be posted. Staff shall be compensated at the rate specified in Article 25.I. of their contractual salary for five (5) hours per week of additional classes.

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

ARTICLE 7: Teaching Loads and Assignments

- A. The normal work week in all schools shall be as set forth in **Appendix "G"** or as otherwise determined through collective bargaining.
- B. The Association recognizes hour differences between elementary (K-6) and secondary (7-12) as well as within and between buildings.

ARTICLE 8: Teaching Conditions

- A. The parties recognize the availability of optimum school facilities for both learner and teacher is desirable to ensure the high quality of education that is the goal of both the teacher and the Board. The primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is used primarily to this end. At the same time, it is the responsibility of the professional staff to contribute to the community and the teaching profession. Itinerant teachers of art, music, and physical education will collaborate with affected staff and Administration to establish their schedules before the beginning of the school year.
- B. Because the teacher-learner ratio is an important aspect of an effective educational program, the parties agree that class size shall be determined as follows:

In kindergarten, class size shall not exceed twenty-six (26) learners without additional pay with the exceptions that follow.

In the early elementary grades (1-4), class size shall not exceed twenty-eight (28) learners without additional pay with the exceptions that follow.

In the later elementary grades (5-6), class size shall not exceed thirty (30) learners without additional pay with the exceptions that follow.

In the secondary grades (7-12), class size shall not exceed thirty-four (34) learners without extra pay with the exceptions that follow.

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

The above standard does not include deficiency disabilities such as remedial reading, exclusive of any other learning and/or emotional impairments, and does not include those learners who have been returned to the regular classroom from a special education program, or who are receiving special education services as part of the regular classroom instruction. To the extent feasible and pursuant to the requirements of inclusive educational programming and to promote a proper learning environment for those identified by an IEP Team as having special education status for the eligibility categories of LD, EI, or OHI, an equitable distribution of such learners shall be made within the building, grade, and/or subject which will accommodate the learner's schedule and IEP. Learners who become continuously disruptive should be re-evaluated as permitted by law as to their appropriate placement in the general education classroom.

The Administration recognizes that the classroom teacher may be faced with different problems when integrating learners in accordance with least restrictive environment requirements. Accordingly, assistance will be provided teachers where reasonably possible to better meet the needs of all learners in his/her classroom. The classroom teacher shall be entitled to confer with the Building Principal and/or the Special Education Supervisor for the special needs of those learners.

In situations where learners have not been tested but pose management problems, the teacher may refer said learner(s) to the Building Principal, who may determine whether to initiate the Multi-Tiered System of Supports (MTSS) process. If the MTSS process is initiated, teachers will follow the Michigan guidelines according to the Lenawee ISD rules as long as they are in compliance with the State guidelines. The parties recognize the importance of advising all teachers who work with or who will work with learners who have an IEP and allowing them to attend the learner's IEP Team meeting if feasible. Reasonable efforts will be made to allow the receiving teacher to be present at the learner's IEP Team meeting when the following conditions occur:

1. The receiving teacher's presence is in the best interest of the learner;
2. The receiving teacher's presence in the best interests of the learner's family;
3. Classroom coverage for the receiving teacher can be suitably arranged without undue disruption;
4. The receiving teacher can be specifically identified;
5. Scheduling complexities allow for the receiving teacher's presence.

If determined feasible by the Administration, the number of learners shall not exceed the maximums according to this Section B without additional pay with the following exceptions:

1. Secondary Music:
 - a. Band and chorus shall be limited by mutual agreement of the instructors and Administration, keeping in mind the optimum number that can be taught efficiently with equipment and facilities available.
2. Elementary Music, Art, and Physical Education
 - a. These classes shall not exceed thirty-four (34) learners, with the exception of current practices in mainstreaming learners with an IEP, with application of the overload formula.
3. Vocational classes and those with special work areas or work stations:
 - a. Business classes, industrial technology, high school sciences, fine arts, foreign languages, career and applied technology, including those that may be added in the future, shall be limited to the number of work stations available but in no case shall exceed the maximums according to this in Section B for High School and Middle School.

Drafting and computer technology classes will not exceed the number of work stations, not to exceed thirty-four (34) learners.

The multimedia technology class will not exceed twice the number of stations (based on two (2) learners per station).

- b. Class loads for career and applied technology and industrial technology courses shall be as follows: thirty-four (34) learners.
- c. Class loads for the fine arts courses will be as follows:

Art and Design	34 learners
Drawing	34 learners
Commercial Design	34 learners
Mixed Media	34 learners
Photography	34 learners
Ceramics	34 learners
Crafts	34 learners
Sculpture	34 learners
Jewelry	34 learners
Nutrition	34 learners

- d. Library Media Skills shall not exceed four (4) learners per class for a maximum of six (6) classes.
 - e. High School and Middle School physical education classes shall not exceed thirty-seven (37) learners.
 - f. There are no maximum class loads for the Tecumseh Virtual Academy and the overload formula does not apply.
4. Art, Music, and physical education teachers:
- a. Travel time is not to be included in lunch or conference/planning time.
 - b. Five (5) minutes shall be allowed between classes and is not to be deducted from planning or travel time.
 - c. An area shall be provided in each building for supplies.
5. In the establishment of experimental or pilot educational programs involving group instruction with a high teacher-learner ratio, the limits specified in this Article shall not apply beyond the first year of the mutual agreement. If it is necessary to combine learners at different grade levels in the same classroom (split grades), the following standards shall be observed:
- a. Teachers' participation in split grades shall be based on transfer policies established in this Agreement.
 - b. The teacher to head the class, as well as teachers of the same levels in that building, shall have input in determining which learners are selected for the class.
 - c. The maximum number of learners in a split grade shall be three (3) fewer than a single grade class.
6. For grades 7-12, the maximum number of learners per day shall be one hundred seventy (170) except in areas where more than thirty-four (34) learners are allowed per hour.
7. Every reasonable effort will be made to reduce class sizes in classrooms/buildings which experience a heavy influx of special education learners.

Overload Formula

Should it be necessary for a teacher to exceed his/her class load in the Kindergarten beyond 26, the salary formula shall be:

$$\frac{\text{Salary}}{177} \times \frac{1}{24} = \text{pay per day, per learner}$$

Should it be necessary for a teacher to exceed his/her class load in the early elementary (1-4) grades beyond 28, the salary formula shall be:

$$\frac{\text{Salary}}{177} \times \frac{1}{26} = \text{pay per day, per learner}$$

Should it be necessary for a teacher to exceed his/her class load in the later elementary (5-6) grades beyond 30, the salary formula shall be:

$$\frac{\text{Salary}}{177} \times \frac{1}{28} = \text{pay per day, per learner}$$

Should it be necessary for a teacher to exceed his/her average class load in the secondary (7-12) grades beyond 34, the salary formula shall be:

$$\frac{\text{Salary}}{177} \times \frac{1}{6} \times \frac{1}{32} = \text{pay per day, per learner}$$

Special education learners involved in formula overload at any level will be counted in 1/6th increments rounded up to the nearest 1/6th. A special education learner in a regular classroom at any level for two (2) hours or less per day shall be counted as a half-time learner. A special education learner in a regular classroom at any level for more than two (2) hours per day shall be counted as a full-time learner.

Special education overload formulas:

$$\frac{\text{Salary}}{\text{Learner}} \times \frac{1}{15} = \text{pay per day, per learner on Elementary *EI \& CI categorical Instruction Days}$$

$$\frac{\text{Salary}}{\text{Learner}} \times \frac{1}{15} = \text{Secondary CI categorical classroom caseloads Instruction Days}$$

$$\frac{\text{Salary}}{\text{Learner}} \times \frac{1}{16} = \text{pay per day, per learner on Secondary *EI categorical classroom caseloads Instruction Days}$$

$$\frac{\text{Salary}}{\text{Learner}} \times \frac{1}{21} = \text{pay per day, per learner on Elementary *Resource Room caseloads Instruction Days}$$

$$\frac{\text{Salary}}{\text{Learner}} \times \frac{1}{23} = \text{pay per day, per learner on Secondary *Resource Room caseloads}$$

Instruction Days

$$\frac{\text{Salary}}{\text{Learner}} \times \frac{1}{30} = \text{pay per day, per learner on *Teacher Consultant caseloads}$$

Instruction Days

Submission of appropriate documentation for payment of overload shall be made no later than thirty (30) days after the end of the first semester and no later than June 30th after the end of the 2nd semester.

8. An effort shall continue to be made during scheduling to equalize class loads. Further, every effort shall be made over the life of this Agreement to reduce class size maximums. Building Principals will work collaboratively with special and regular education teachers in preparing class list assignments. These lists will be shared with teachers before they are shared with parents or otherwise publicized.

If there is a change of a class name or an addition of a class, the class size will be discussed with the Association President. Any deletion of a class will be discussed with the Association President.

9. Except as otherwise required by law or on a student count day, teachers will be given a minimum of one day's advance notice of the arrival of a new learner in the classroom.
10. The parties agree that there is a need for research, planning, material gathering, and consultation with various specialists and other activities. The parties further agree that many of these job functions necessitate time beyond the teacher's normal contract day and may require work at home, libraries, universities, intermediate school district facilities, or other locations off school premises.
11. The professional responsibilities of a teacher require many hours of preparation and planning beyond the normal contract day. Consequently, demands of compulsory attendance at meetings or functions relative to job performance shall not exceed five and one half (5½) hours per month beyond the teacher's normal contract day. This does not include Association meetings or parent-teacher conferences where the normal day to day responsibilities are conducted. All meetings must be announced at least twenty-four (24) hours in advance and designated as mandatory or voluntary. It is understood that extenuating circumstances and emergencies may arise, which would make the twenty-four (24) advance notice impractical.

When elementary staff meetings are held during the planning time, before learner arrival, this time shall be deducted from the allotted compulsory Extended Professional Service time as defined above. Extended Professional Services

beyond the above hours shall be permissible as determined by the Extended Professional Services section of this Agreement. (Article 26)

12. Proposed curriculum changes shall be discussed with the appropriate school improvement committees which have been established by the Superintendent or designee.
 13. The Administration shall provide the Association President a list of members of current District-wide standing committees on a yearly basis.
- C. The Board recognizes that appropriate texts, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests, questionnaires, and similar materials are tools of the teaching profession. The parties will confer annually for the purpose of improving the selection and use of such educational tools, and the Board shall undertake promptly to implement all joint decisions thereon made by its representatives and the Association. Elementary teachers shall be informed at the beginning of each year on the per learner amount of money they have to spend on teaching materials, exclusive of bid orders.

For the purposes of this Article, the following definitions apply:

1. Adequate texts shall be defined to mean at least one textbook per student per subject.
 2. Appropriate texts shall be defined to mean those that are selected by the parties within the limits of the book fund.
 3. "Parties" shall be the teacher(s) and Administrator(s) appointed by the Superintendent from the specific department, area, or grade level involved in the use of the materials.
 4. Selection of materials and methods used in instructional programs shall reflect professional planning and accountability.
- D. The Board shall make available in each school adequate lunch room and restroom facilities exclusively for adult staff use and at least one (1) room appropriately furnished which shall be reserved for use as a faculty workroom. Telephone facilities shall be available for professional use.
- E. Firm surfaced parking facilities shall be made available to school personnel for the exclusive use at their assigned school building during school hours.
- F. The Board and the Association pledge themselves to seek to extend the advantages of public education to every learner without regard to race, religion, sex, color, disability, or national origin and to seek to achieve full equality of educational opportunity to all learners. The parties recognize the need for high quality education and that quality rests

with constructive input from the Board, Administration, faculty, and learners of the District.

- G. The Association and the Board recognize the need for advanced planning in teaching. The teachers and Principals in each building shall mutually decide on the best method for handling lesson plans and where to keep them. The content and format of lesson plans are subject to the reasonable approval of the Building Principal taking into account variances amongst grades and individual teachers. Such lesson plans are only part of the total planning and are intended to be used as a guide by the classroom teacher. A lesson plan or an emergency plan shall contain sufficient material to allow a substitute teacher to conduct a meaningful, full period on material relevant to the program of the class.

- H. If the physical conditions in a given building or classroom become sufficiently adverse to interfere with the teaching and learning processes, the following procedure shall be followed to correct the problem or remove the teachers and learners from the adverse environment:
 - 1. The teacher shall immediately notify the office when adverse conditions exist, describing the condition and location.
 - 2. The Administration shall make reasonable effort to respond by sending a designated person or maintenance person to the room within one (1) hour to evaluate the severity of the problem.
 - 3. If the adverse conditions are in violation of specific contract provisions then the administrator shall immediately move the class to another suitable room in the system.
 - 4. If no suitable room is available, the Superintendent's Office shall be advised of the situation and arrangements shall be made to dismiss learners, cancel classes, or move to another location.
 - 5. Learners and teachers shall not be expected to remain in the classroom or building while corrective measures are being taken unless the adverse conditions can be corrected within one (1) hour.

- I. All employees shall strive to conserve energy in their respective environments (electrical, heating, and water usage) in conformance with the District energy conservation policy.

The District shall strive to maintain consistent room temperatures throughout each school building. Heat settings shall be set no higher than 68 degrees. Air conditioning settings shall be set no lower than 72 degrees.

No later than December 1 of the current school year, each Building Principal will develop and distribute a building plan for situations requiring building closure and the early departure of learners in the building. The plan will anticipate that telephones may not be functioning. The Central Administration Office will develop a plan for responding to

these situations requiring building closure and the early departure of learners in the building when the Principal of that building is not available. Again, this plan will anticipate that telephones may not be functioning.

- J. When the Board's designee cancels school for learners because of inclement weather, teachers shall not be required to report to school. Teachers shall not lose any compensation under such circumstances.
- K. The Board agrees to leave the first Monday of each month free of teachers' meetings so that the Association can hold meetings needed to conduct business.
- L. Faculty meetings are not to exceed one and one-half (1½) hours in length. All faculty meetings (including departmental meetings) shall count towards the 5.5 hours.
- M. By no later than September 1 of the current school year, each Building Principal will prepare and distribute to building teachers a plan of procedure for those occasions when the Principal is away from the building.

ARTICLE 9: Vacancies and Room Moves

- A. Vacancies will be filled as determined appropriate by the Superintendent.
- B. A vacancy shall be defined for the purpose of this Agreement as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence. A vacancy may result from the retirement, transfer, reassignment, or termination of present bargaining unit employees or by expansion of present programs or creation of new programs.
- C. All bargaining unit employees shall have the opportunity to notify the Personnel Office, in writing, of their desire to make a voluntary transfer. This written notification must take place on or before the last day of the school year.
- D. Except for the 2017-2018 school year only, a teacher who has to pack up and move rooms within a building or from building to building will receive a stipend of two (2) days of substitute pay only if the room move is initiated by the administration.

ARTICLE 10: Transfers

- A. Unrequested transfers may be necessary as determined by the Administration because of assignment or placement of program or classes, changes in learner enrollment, changes in curriculum, or vacancies.

If an unrequested transfer is being considered, the teacher(s) affected may request a meeting with the Administration to discuss the transfer and request a clarification of the reason(s) for said transfer. The final decision concerning transfers in this section shall be with the Superintendent.

- B. Any teacher wishing to transfer from his/her position within a building or from one building to another within the District must first make application to the Principal.

ARTICLE 11: Seniority and Qualifications

- A. The term “seniority” as used in this Agreement shall be the length of continuous service with the District and in a position which is included in this bargaining unit.
- B. For purposes of this Agreement, the term “qualifications” shall be defined to mean meeting all applicable “highly qualified” pursuant to state standards.
- C. The teacher must satisfy State of Michigan certification and accreditation requirements as revised and/or amended.

ARTICLE 12: Leaves of Absence

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

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

- 1. Leave for death of spouse, parent, parent-in-law, grandparent, sibling, children, or sibling-in-law shall not be charged to accumulated sick days, providing such leave does not exceed five (5) days per occurrence.
 - 2. Leave of up to two (2) days, if needed, shall be granted to attend the funeral of a niece, nephew, aunt, uncle, first cousin, or close personal friend and not be deducted from the accumulated leave with pay of the teacher.
 - 3. Documentation may be required in any of the preceding instances referenced in Sections 1 and 2 above.
- B. The Superintendent must be notified and arrangements made with the Building Principal for leave with pay. A teacher’s accumulated leave day total shall be maintained in the District’s absence tracking system.
 - 1. Leave with pay for three (3) days of illness or less will require no doctor's certificate unless abuse is indicated.
 - 2. Leave with pay of more than three (3) days may require that a doctor's certificate be presented to the Superintendent.

- C. Leave days are to be used for illness and for business that cannot be conducted outside the normal school hours. Leave days may be used for religious purposes. Leave days shall not be used for recreational or leisure activities, vacations, or for seeking other employment unless the teacher is being laid off.
1. Leave days shall be construed to include but not be limited to illness, attendance by a teacher at any teacher conference involving his/her child in kindergarten through 12th grade and shall further include attendance by a teacher at any academically-related program in which the teacher's child or children are directly involved in as participants.
 2. Leave days, other than that for illness, must be taken in increments of not less than one-half ($\frac{1}{2}$) day, unless the time taken would not require the District to hire an outside substitute. Absences of less than a half-day ($\frac{1}{2}$) may only be taken if the teacher makes arrangements to have another bargaining unit employee cover the absence either with or without compensation. If the absence is of cost to the District, the individual will be deducted leave time. With either of the two options, prior notice shall be given to the Building Principal.
 3. Teachers desiring to use leave days (paid or unpaid), other than that for illness, shall notify the Building Principal and the Superintendent in writing at least three (3) working days in advance of the anticipated absence except for an emergency.
 4. With the exception of days for illness, leave days may not be used to extend a school holiday or vacation, unless prior approval is granted by the Superintendent, whose decision is discretionary. Such leave shall be without pay.
 5. No more than ten percent (10%) of the teachers in any building may be absent for a pre-approved non-illness leave day, unless prior approval is granted by the Superintendent, whose decision is discretionary.
 6. Except for approved leave days to extend a school holiday or vacation under 12.C.4. (which is to be unpaid), all other approved leave days shall indicate the period of absence, whether the leave is paid or unpaid, and whether the leave will be charged against the teacher's leave days.
- D. Jury Duty/Subpoena. A leave of absence will be granted to a teacher called for Jury Duty. The Board agrees to pay the teacher's daily salary with the condition that the daily jury or witness fee (when subpoenaed) paid by the court, excluding mileage, be paid to the District and providing such evidence is presented to the Superintendent's office in writing for each day on which the teacher reports for or performs Jury Duty. However, if the teacher is testifying against the District in a case brought by the teacher against the District or by the Association against the District, the Association will reimburse the District for the full cost of the substitute.

E. Extended Leave.

1. Any teacher who has been afflicted with extended personal illness may be granted a leave of absence up to one (1) year upon written application therefore. Such application must be accompanied by a physician's certification of recommendation supporting same. Such leave shall be without pay and without increment advancement. The Board may, at its expense, require a medical examination as a prerequisite to reinstatement after any such leave. A teacher on an unpaid leave who continues medical insurance benefits during that leave shall be invoiced for insurance premium co-pays as permitted by law. A teacher on an unpaid leave beyond the FMLA coverage period is not eligible to receive payment for a cash in lieu of insurance.
2. Consistent with its responsibility under the Family and Medical Leave Act ("FMLA"), the Board has adopted a leave policy that conforms to that law for certain leaves of absence. An eligible teacher may apply for FMLA leave as permitted by law and Board policy. Pursuant to the FMLA only, the eligible teacher may exercise the right to return to the position that the teacher occupied immediately before the beginning of the FMLA leave. All such leaves shall be cumulative with, and not in addition to, any other applicable leave (paid or unpaid) provided in this Agreement.
3. The Board may extend the leave up to one (1) additional year.
4. The teacher shall notify the Superintendent or designee in writing by April 1st of his/her intention to return to work.

F. Miscellaneous

1. Any teacher who has been granted an extended leave of absence, with or without pay for up to one year in duration, will be returned to a bargaining unit position for which he/she is certified and qualified to teach, and that was not subject to a reduction in force.

G. Sick Bank

1. Application Procedures
 - a. Secure an application form from the Association President.
 - b. Complete the application form with the physician's statement and his/her personal signature (not stamp).
 - c. Return the application form to the Association President.
 - d. Complete the above as quickly as possible as the Sick Bank Committee must be convened to act on the application and the Personnel and Payroll

offices need time to process the application and make payment to the applicant.

- e. Applicants must reapply by filling out a new form every thirty (30) calendar days. The form is the applicant's responsibility and necessary in order to receive continued benefits.
- f. The use of the Sick Bank is a negotiated benefit for each employee and shall be administered by the Association. With this benefit comes the responsibility of the employee to send his/her physician's statement by the 25th of each month. Failure to comply with this procedure may interrupt or delay your pay schedule.

2. Sick Bank Policies and Procedures

- a. Newly-hired bargaining unit employees shall contribute one (1) sick day from his/her own accumulation at the beginning of his/her initial year of employment. The maximum number of accumulated days in the Sick Bank is not to exceed two hundred thirty (230) at any time. The Association has the right to assess each member one additional day, if the Sick Bank falls below fifty (50) days in any given year. Bargaining unit employees will be notified if any additional assessment is necessary. Membership in the Sick Bank is not voluntary. All bargaining unit employees must contribute to the Bank.
- b. No Sick Bank days shall be used until an application form is completed and approved by the Association's Sick Bank Committee according to the written "Application Procedures" above. If an employee is incapable of completing the form, a spouse, friend, or representative should submit the application form to the Committee according to the written "Application Procedures" above.
- c. The Committee reserves the right to require sufficient medical evidence and/or documentation to substantiate an illness or injury requiring the use of days from the Sick Bank and absence from work.
- d. Requests for an extension of the original days granted must be submitted to the Committee ten (10) calendar days prior to the expiration of the grant for re-evaluation with sufficient medical evidence and/or documentation to substantiate the need for additional days.
- e. The Committee reserves the right to deny use of Sick Bank days, but any such denial shall be for reasonable and just cause.

The employee or his/her representative may appeal any denial of requested Sick Bank days to the following bodies and in the following order:

- 1. Sick Bank Committee – First appeal level

2. Association Executive Board – Second appeal level

The Sick Bank Committee and Association Executive Board may reverse or uphold an earlier decision. The decision of the Sick Bank Committee or Association Executive Board is not subject to the grievance procedure.

- f. The Sick Bank days can only be used to carry the employee through a maximum of thirty-five (35) days disability or the date at which the employee is eligible for Long-Term Disability (LTD) Insurance coverage as provided for in Article 25.A. of the Agreement, whichever occurs first. In no case can Sick Bank days be granted for more than thirty-five (35) days per continuing illness.
- g. Separate application forms are required for LTD, Retirement, Social Security, and Workers' Compensation benefits. It is the responsibility of the employee to make these separate applications. Employees are sometimes eligible for disability benefits from Workers' Compensation Insurance. If an employee applies for Workers' Compensation Insurance, he/she would not be eligible to draw from the Sick Bank while the case is pending.

Employees are sometimes eligible for disability benefits from the LTD Insurance, Retirement Board, Social Security Fund, and Workers' Compensation Insurance. The addresses and phone numbers of these sources are available from personnel. The responsibility to request this information rests with the employee or his/her representative.

- h. Employees may seek advice from the Association Sick Bank Committee as to Sick Bank procedures, policies, and benefits; LTD, Retirement, Social Security, and Workers' Compensation procedures and benefits and advantages of taking unpaid sick leave or retiring.
- i. Employees cannot draw Sick Bank days during the summer recess (June, July, and August) or periods when regular school is not in session, unless the employee would have normally been employed as a teacher during this period on an involuntary basis. This means that if an employee is required to work during the summer for the District, then the employee shall be eligible for use of Sick Bank days upon approval by the Sick Bank Committee.
- j. An employee must use his/her own sick days before he/she is eligible for Sick Bank days.
- k. The required five (5) consecutive workday waiting period shall apply to any one (1) disability. Only one (1) waiting period of five (5) consecutive work days shall be required for each disability.
- l. A maximum of thirty-five (35) days may be used from the Sick Bank for any illness per school year per school calendar.

Application for these days shall be made to the Sick Bank Committee on the appropriate form when the illness or “necessary care” commences with notification provided as days are used.

- m. The Committee reserves the right to require substantiation of regular treatment for the disability.
- n. Sick Bank days can only be used commencing five (5) workdays after the first teacher report day of school.
- o. To be eligible for use of Sick Bank days, an employee and his/her physician shall certify, in writing, that he/she could not have the medical treatment or operation during the summer or just before the end of school. That is, the employee shall postpone all treatment to non-work periods whenever possible, especially elective surgery.

3. Sick Bank Committee Structure, Policies, and Procedures

- a. The Sick Bank Committee shall consist of at least three (3) but not more than five (5) bargaining unit employees appointed by the Association President and a non-voting Administrative representative. Adoption of Policies and Procedures shall be by a majority vote of the Committee present.
- b. Approval or denial of requested days from the Sick Bank shall be by majority vote of those Committee members present.
- c. Robert’s Rules of Order, Newly Revised, may be invoked by any member of the Committee for the conduct of committee business.
- d. The Association Executive Board must ratify any Committee approved procedures.
- e. The Committee Policies and Procedures shall be given to each employee represented by the Association at least once a year and additional copies shall be available from the Association office upon request of employees.
- f. Records shall be kept of all Committee meetings and decisions with copies at both the Association office and District Personnel office.
- g. Any Committee member, including the administrative representative, can call a Committee meeting after advance notice of twenty-four (24) hours to all Committee members.
- h. The Committee shall report quarterly to the Association Executive Committee and Association Executive Board on the number of Sick Bank days used, the status of the Sick Bank, and any other relevant information.

- i. The Sick Bank Committee may assess each bargaining unit employee a maximum of one (1) additional day, if all the Sick Bank days are depleted or it appears they will be. The days may be assessed against the following year, if necessary, to avoid teachers losing pay during the current year due to a late assessment.
- j. The Sick Bank Policies and Procedures shall be reviewed for possible revision annually.

ARTICLE 13: Maternity Leave

- A. Maternity leave without pay is available to all eligible employees. The length of the leave shall not exceed one (1) year, renewable at the discretion of the Board. When sick leave is not utilized, fringe benefits shall continue up to thirty (30) days without cost to the employee subject to applicable FMLA requirements. Thereafter, the employee shall assume the cost of fringe benefits.
- B. To obtain a maternity leave, the teacher must be eligible and shall give notice of leave in writing to the Superintendent at least sixty (60) days before the expected date of birth. Said notice shall be filed with the Superintendent, along with a note from the teacher's physician. The physician's note shall specify the beginning date of the leave.
- C. The employee shall be eligible to return from maternity leave upon filing a physician's statement. The employee shall provide a prospective return date of the leave of absence at the time of request for the leave.
- D. In addition to the above provisions for unpaid maternity leave, a pregnant employee shall have the right, if she so desires, to receive accumulated sick leave benefits beginning at such time as she is no longer able to continue work and is physically incapacitated. It is expressly understood that this eligibility status shall not include normal child care. The following provisions which are consistent with other like paid leaves shall apply:
 - 1. The pregnant employee shall be expected to perform all normal and reasonable duties required by her teaching assignment.
 - 2. For all sick leave days claimed the employee must have a physician's certificate verifying physical disability which prevents her from fulfilling her professional responsibilities.
 - 3. The employee and the Superintendent shall clarify in writing the status of her teaching position per the FMLA before the beginning of the leave.

ARTICLE 14: Sabbatical Leave

- A. Teachers who have been employed in the system for a period of at least seven (7) years may be granted a sabbatical leave for one (1) year. A teacher, on return from a sabbatical leave, shall be returned to a bargaining unit position for which the teacher is certified and

qualified to teach, and that was not subject to a reduction in force. Any time on sabbatical leave shall not be considered teaching service for the purpose of advancement on the employee's individual wage base as set forth in Article 24.

Sabbatical leave shall be defined as leave for professional advancement or educational travels. At the time of the sabbatical leave request, the teacher shall submit a detailed plan on how the teacher will pursue professional advancement and educational travels. This plan shall address the expected impact on learner outcomes.

Sabbatical leave shall be granted under the following conditions:

1. No salary compensation or benefits will be paid during the sabbatical leave.
2. Application must be made by April 1st the year before the leave with the Superintendent.
3. The teacher shall notify the Superintendent or designee in writing by April 1st of his/her intention to return to work.

ARTICLE 15: Notice of Resignation/Retirement

- A. Written resignations must be given to the Board office not later than March 1 of the year in which the teacher wishes to resign. If a teacher submits the written resignation by March 1, the teacher will be paid One Hundred Dollars (\$100). This notice may be waived due to extenuating or unusual circumstances which have prevented the person making the decision before the March 1 deadline.

ARTICLE 16: Personnel File

A personnel file shall be established for each teacher and upon request the file may be reviewed by the teacher. The personnel file shall contain these items of information:

1. A transcript of academic records
2. Teacher's certificate
3. Signed evaluation reports
4. Tenure recommendations
5. Any letter of reprimand issued to the teacher by the building administrator or Superintendent
6. Employment contracts
7. Layoff and recall notices

ARTICLE 17: Protection of Teachers

- A. Since the teacher's authority and effectiveness in his/her classroom is undermined when learners discover that there is insufficient administrative backing and support of the teacher, the parties recognize their responsibility to give all reasonable support and assistance to teachers as to the maintenance of control and discipline in the classroom. The parties further recognize that beyond the scope of mainstreaming principles, a teacher may not fairly be expected to assume the role of a teacher for emotionally impaired learners.

Teachers complying with Board rules and regulations and who are acting in the line of duty, as to maintenance of control and discipline in the classroom and other school activities, shall be given support and assistance by the Board. Teachers recognize a mutual responsibility for the enforcement of school law, order, and policies. Therefore, in all cases, the teacher shall follow the established disciplinary process as promulgated by the Building Principal. Whenever it appears to the classroom teacher that a learner requires the attention of special counselors, social workers, law enforcement personnel, physicians, or other professional persons, a recommendation may be submitted to the Building Principal, who shall take appropriate action.

- B. Any case of assault (physical and/or verbal, civil and/or criminal) on a teacher shall be promptly reported to the Board or its designated representative. If the alleged assault is job-related, the Board will provide legal counsel to advise the teacher of his/her rights and obligations as to such assault and shall render assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities, provided that the teacher has followed the measures prescribed by this Agreement and the written Board Policies.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall be paid at his/her regular contracted rate.
- D. Teachers shall be expected to exercise reasonable care as to the safety of learners and property and will be cautioned that they may be individually liable to learners and/or parents.
- E. Any specific complaints, which warrant investigation, toward a teacher shall be called to the teacher's attention and the complainant identified and the complaint specified.
- F. It is understood that a teacher exercising sound professional judgment in recommending the retention of a learner shall be supported by the Administration.

ARTICLE 18: Calendar

- A. **See APPENDIX F.** “School Calendar”
- B. Snow days and required learner instruction time and professional development time shall be made up in accordance with the rules and regulations of the State. If there are changes by the State, then the changes shall be given immediate effect. However, the Board reserves the right to make up all days cancelled due to conditions beyond the control of the District if learner instructional days drop below 180.
- C. All staff shall have input into the scheduling of activities of five (5) of the thirty (30) Professional Development hours.
- D. Each year the Board and the Association shall mutually agree on a District calendar which shall be consistent with mandates of the State law and which shall determine the appropriate number of hours for Learner Instructional Days and Professional Development Days to qualify for the maximum state school aid allocation. Each school calendar shall be negotiated yearly regardless of the duration of this Agreement.
- E. Building calendars and the District-wide school calendar will be posted in all school buildings.

ARTICLE 19: Professional Grievance Procedure

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. **Level One**
In the event of a grievance, the allegedly aggrieved party shall file with the Building Principal (or immediate Supervisor) the Grievance Form (**Appendix “A”**) within ten (10) school days of the occurrence, or knowledge of the occurrence, indicating the exact nature of the grievance and the date that the grievance occurred. This form, which is available from the Association Representatives in each building, shall be signed by the grievant and/or the Association Representative. The Building Principal shall then present the aggrieved party with a signed and dated acknowledgment of the receipt of the grievance.

The aggrieved party shall then discuss the grievance with his/her Building Principal, either personally or accompanied by an Association representative, at a mutually agreeable time during the teacher’s conference or planning hours and/or before or after school within five (5) school days after the Building Principal received the grievance. The Building Principal shall indicate his/her disposition of the grievance in writing within five (5) school days of this discussion and shall furnish a copy to the grievant and the Association.

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

C. **Level Two**

If, as a result of the disposition of the Building Principal, a grievance still exists, the aggrieved party may appeal to the Superintendent within five (5) school days after receipt of the Building Principal's disposition, or if no disposition has been made within five (5) school days of the meeting (or ten (10) school days from date of filing whichever shall be later) through the Association on the form set forth in Appendix A. A copy of the signed grievance form shall be delivered to the Superintendent or a representative designated by him. If the grievance involves more than one school building, the same procedure shall be followed.

D. Within five (5) school days of receipt of the grievance, the Superintendent or designee shall meet with the Association in an effort to resolve the grievance. The Superintendent or designee shall indicate the disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy to the Association.

E. **Level Three**

If the grievant or the Association is not satisfied with the disposition of the grievance by the Superintendent or designee or no disposition has been made within five (5) school days of such meeting (or ten (10) school days from the date of filing whichever is later), the grievance shall be transmitted to the Board by filing a written copy with the Board Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than thirty-five (35) calendar days thereafter. A copy of such disposition shall be furnished to the Association.

F. **Level Four**

If the Association is not satisfied with disposition of the grievance by the Board, the grievance may be submitted to binding arbitration before an impartial arbitrator. Only the Association, not an individual grievant, may appeal to arbitration. The decision to submit the grievance to arbitration must be made within ten (10) school days after receipt of the Board's decision and communicated to the Board within the next five (5) school days. If the parties cannot agree as to the arbitrator within five (5) school days from the notification date to the Board that arbitration will be pursued, within five (5) school days thereafter the Association shall file a demand for arbitration with the American Arbitration Association with a copy to the Superintendent.

1. The arbitrator shall be selected by the American Arbitration Association in accord with its rules, which along with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq., shall likewise govern the arbitration proceeding.

2. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or rely on any evidence not previously disclosed to the other party.
3. Both parties and the employee agree to be bound by the award of the arbitrator.
4. The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.
5. Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance filed after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

Authority of the Arbitrator

1. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
 2. The arbitrator shall not imply obligations and conditions binding on the Board from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
 3. The arbitrator shall have no power to decide any question which under this Agreement is within the responsibility of management to decide or which encompasses a prohibited bargaining subject.
 4. In rendering a decision, the arbitrator shall give due regard to the responsibility of management and shall construe the Agreement so that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 5. The arbitrator shall have no authority to award damages beyond the amount of wages that the employee would otherwise have earned. Any back pay award shall be reduced by any compensation received by a bargaining unit employee during the time that he/she would otherwise have been working for the District, including unemployment compensation.
- G. If the person is found to have been improperly deprived of any professional compensation, the same or its equivalent in money shall be paid to the person. The nonrenewal of a probationary teacher; the nonrenewal of employment of a person in an extra-duty assignment; and the content of evaluations shall not be arbitrable. As to any grievance brought by, or on behalf of, a probationary employee, which involved work performance, the grievant and/or Association, shall bear the burden of proof in any arbitration proceeding involving said grievance.

- H. This Article's time limits shall be strictly observed but may be extended by written agreement of the parties. Any grievance not timely appealed to the next step of the grievance procedure shall be considered closed. If the Board fails at its level to answer the grievance in writing in the stated time period, except as provided in this Article, the grievance may be advanced to the next step. If the Association or a teacher fails to appeal any reply to a grievance within the stated time period, the grievance shall be considered closed in accordance with the Board's answer. The Association or a teacher reserves the right to decline to take any grievance to the next step of the grievance procedure and its action or actions in doing so shall thus be considered final and binding on all parties to the grievance.
- I. The Association shall have the right to initiate a grievance involving the right of a teacher or a group of teachers.

ARTICLE 20: Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations, or practices or inconsistent terms contained in any individual contract in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. In grades K-12, there will be two (2) parent-teacher conference periods established, in which any parents may participate, but in which all parents of learners failed or recommended for retention by the teacher must be contacted and a conference scheduled if possible.
- D. All teachers grades K-12 shall be given two (2) one-half (½) days release time in the fall and two (2) one-half (½) days release time in the spring in exchange for scheduled parent-teacher conferences. Conferences will be scheduled according to the annually negotiated District calendar.

Spring conferences will be held during one (1) afternoon and two (2) evenings followed by two (2) one-half (½) days released time; one (1) being on the Friday following the last conference day and one (1) being the day preceding Spring Break. Teachers assigned to more than one building who attend additional conferences and open houses as a result of these multi-building assignments shall receive an additional one-half (½) day in compensatory time off. Flexibility shall be given to the faculty and administration of each building to create a schedule that meets the intent of this paragraph, while not exceeding conference time and release time parameters.
- E. Staff meetings (grades K-12) shall not be scheduled on Records Day unless by mutual agreement.

- F. The provisions of this Agreement and the wages, hours, terms, and conditions of employment described herein shall be applied without regard to race, religion, color, disability, national origin, age, sex, marital status, or membership in or association with the activities of any employee organization.
- G. Teachers shall wear appropriate professional attire while on duty and working for the District.
- H. An emergency financial manager appointed under the Local Financial Stability and Choice Act, shall have the authority to reject, modify, or terminate the Agreement as provided in that Act.

ARTICLE 21: Responsible Teaching

- A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and Bill of Rights, and to instill appreciation of the values of individual personality through responsible, professional teaching consistent with Board policy, approved curriculum, and the law.

ARTICLE 22: Department Chairperson, Secondary

- A. The teachers in any of the following departments at the secondary level (grades 7-12) shall nominate a department chairperson: English Language Arts, Mathematics, Social Studies, Science, and Special Education. This chairperson shall be selected by mutual agreement of the members in the department and Building Principal.
- B. For purposes of pay for the department chairperson, the term “department” is defined by the number of persons in the department. A person shall be considered to be in only one department based on the number of hours in his/her major teaching area. If a bargaining unit employee is assigned an equal number of classes in two departments, then his/her earned degree shall determine which department he/she is assigned for these purposes.

ARTICLE 23: Mentor Teacher Program

- A. The mentor teacher shall be a current or retired bargaining unit employee or associated with the District as a certified teacher/counselor.
- B. Each classroom teacher new to the profession who is in his/her first three (3) years in the classroom shall be provided a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentoring program is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.

- C. The mentor teachers must also be tenured, required to undertake training in mentoring, and not currently on an improvement plan. Mentor teachers will be provided with training, which shall be completed by the start of the school year.
- D. All teachers meeting the above requirements may apply in writing to the Superintendent or designee by the end of the school year to be a mentor for the following year. A Joint Committee of Administrators and bargaining unit employees will review the applications and award mentor teacher status to all eligible applicants, as determined by the committee.

The Committee will be composed of four (4) bargaining unit employees appointed by the Association President and three (3) administrative representatives appointed by the Superintendent.

- E. The Joint Committee shall assign each mentee a mentor for a period of up to three (3) years. A teacher hired after the beginning of the school year shall be assigned a mentor before the 15th workday. Either the mentor or mentee may sever the relationship without explanation.

In making the assignments of mentor teachers, the Joint Committee will consider that certain characteristics are critical to the role of the mentor teacher. In order to effectively teach, coach, and nurture new teachers, it is expected that the mentor teacher will:

- have demonstrated excellence in teaching;
- have demonstrated excellence in working with adults;
- have participated in professional development to remain current and maintain a high level of expertise;
- be a practitioner in the same certification or specialty area as the new teacher with whom he/she is paired. (It is realized that under some circumstances this may not be feasible);
- be located in the same building. (It is realized that under some circumstances this may not be feasible);
- be an active and open listener;
- be competent in social and public relations;
- be trained to mentor or will commit to being trained as well as commit to implementing the role effectively;
- be knowledgeable of human and other resources that can assist the new teacher.

- F. Because the purpose of the mentor/mentee match is to acclimate the new teacher and to provide necessary assistance toward the end of quality instruction, the parties agree that the relationship shall be confidential.

- G. The Joint Committee will develop parameters for responsibilities of mentors and mentees, including but not limited to the following:

1. Demonstrate effective instructional techniques to the mentee.

2. Interact a minimum of 5-10 times per month with the mentee to provide assistance in the following areas:
 - a. Curriculum and instructional strategies
 - b. Organizational skills
 - c. Classroom organization and management techniques
 - d. Diagnosing learner needs and differences
 - e. Assessing learner progress
 - f. School culture
 - g. Record keeping
 - h. Assessing mentee's needs
 - i. Legal issues affecting classroom practice
 - j. Parent/guardian and teacher interaction
- H. Mentors and mentees may be allowed up to four (4), one-half (1/2) days per year for release time, as scheduled by mutual agreement of the affected teachers and Administrators. The Administration will provide a substitute during that time. Whenever practical, the mentee shall be assigned common preparation time.
- I. The Joint Committee will not normally approve a split mentorship (two mentors for one teacher) but may do so when unique circumstances warrant it. In such cases, the dual mentors shall split the remuneration equally unless otherwise agreed to by the mentors and approved by the Joint Committee.

ARTICLE 24: Individual Wage Base

- A. If there is a change by the State in the method of financing schools over the life of this Agreement, then the parties agree to re-open the individual wage base for the purpose of renegotiations.
- B. Compensation on the employee's individual wage base for a Master's degree shall begin following written notification that the degree has been completed. For a Master's degree earned during the contract year, payment shall be pro-rated for that contract year, effective as of the submission date to the Superintendent.
- C. Teachers employed in the District who have previous teaching experience or military service in the Armed Forces of the United States may be granted on their individual wage base up to a limit of six (6) years for any or all such experience at the sole discretion of the Administration. Credit for the above experience shall be computed to the nearest half year. No teacher may receive credit for more than five (5) years of military service. This provision will not affect any teachers presently on staff. Former teachers returning to teach in the District shall receive full credit for years of service in Tecumseh and for outside experience up to the maximums set forth in Article 24.D.
- D. The word "maximum" as used in this salary schedule shall not include the income earned by taking charge of Extended Professional Services.

- E. Teachers may elect to receive their salaries spread over twenty-one (21) or twenty-six (26) pays. Teachers must exercise their option of receiving their salary in twenty-one (21) pays by executing the proper form in the payroll office no later than June 15. Once the option has been exercised, teachers shall not be permitted to revoke the exercise of their option for that contract year.
- F. If a laid-off teacher is hired to fill a temporary vacancy created by a teacher on an authorized leave, then the teacher shall be paid in accordance with his/her position on the teacher's individual wage base.
- G. On days when a part-time instructor is assigned a full day of work, the instructor shall be compensated on a pro-rata basis for the additional time.
- H. Each bargaining unit employee will be placed on an individual wage base as outlined below.
- I. A bargaining unit employee who earns a Master's degree after June 30, 2014, shall have \$4,000 added to the employee's individual wage base upon submission of the degree to the Superintendent or degree. For a Master's degree earned during the contract year, payment shall be pro-rated for that contract year, effective as of the submission date to the Superintendent.
- J. A bargaining unit employee's individual wage base is capped at \$77,300; however, a capped employee remains eligible for the performance payment increase which will not be applied to the wage base.
- K. Those employees who began employment with the District in the first contract year at \$36,000 BA and who earn a final performance evaluation rating of effective or highly effective will each receive an additional \$3,000 performance payment increase to their individual wage base.
- L. Those employees with 1-12 contract years with the District who earn a final performance evaluation rating of effective or highly effective will each receive a \$2,060 performance payment increase to their individual wage base.
- M. Those employees with 13 or more contract years with the District who earn a final performance evaluation rating of effective or highly effective will each receive a \$1,340 performance payment increase to their individual wage base.

- N. Those employees who earn a final performance evaluation rating of less than effective will not receive any performance payment increase and their individual wage base will be the same.
- O. New hires without teaching experience shall have a starting wage base of \$36,000 BA or \$40,000 MA. New hires with at least one (1) school year of effective teaching experience (as determined by the Superintendent) shall have a starting wage base of at least \$39,000 BA, but no more than \$44,000 BA, or \$43,000 MA, but no more than \$48,000 MA.
- P. For implementation of PERA §15b, if necessary, salaries will be frozen at the individual 2019-2020 wage base on the expiration of the current collective bargaining agreement after June 30, 2020.

ARTICLE 25: Benefits

- A. Teachers who are regularly scheduled full-time shall receive in addition to their base salaries the insurance described below.
 - 1. The Board assumes the responsibility of contributing toward the premiums for a twelve (12) month period for the teacher's entire family (except LTD and negotiated life insurance which is for the employee only).
 - 2. For teachers working at least one-half (½) time, benefits shall be prorated accordingly.
 - 3. Any contribution amounts exceeding the Board's subsidy shall be payroll deducted.
 - 4. All other conditions of responsibility will be between the carrier and the teacher.
 - 5. Any claims settled between the teacher and the carrier shall not be subject to the grievance procedure.
- B. As permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act, MCL 15.563, the Board (effective January 1) shall pay the current premium costs caps as annually adjusted as determined by the State Treasurer. This adjustment shall not continue beyond the expiration of the collective bargaining agreement. Any annual premium cost in excess of those amounts for the respective coverage shall be recovered through the employee's payroll deduction. Nothing in this paragraph waives the right of either party to negotiate the health insurance carrier for subsequent collective bargaining agreements.

Any annual premium cost in excess of those amounts for the respective coverage shall be recovered through the employee's payroll deduction.

Teachers who are regularly-scheduled full-time employees of the District shall have the option of selecting one of the following MESSA PAK Plan A medical benefit plans:

1. MESSA Choices II Health Insurance Plan with Blue Cross/Blue Shield of Michigan as the underwriter. This coverage includes a \$500/\$1,000 deductible, a \$20 provision for doctor's office visits, and Rx Saver prescription program.
-or-
 2. MESSA ABC Plan 1 with Blue Cross/Blue Shield of Michigan as the underwriter. This coverage includes a \$1,250/\$2,500 in Network deductible with the ABC Rx prescription program, with a Healthcare Savings Account (HSA) through Health Equity.
-or-
 3. Before the conclusion of the annual open enrollment window, the Association President shall provide written notice to the Superintendent of the determination to participate in Lenawee County Insurance Consortium A or B. The Association's determination shall bind the entire bargaining unit on the Consortium enrollment option.
 4. The District shall pay the employee's cost for the following insurance benefits, which are not considered to be a "medical benefit" for calculation of the premium cost caps under the Publicly Funded Health Insurance Contribution Act: Vision, Life Insurance, AD&D, LTD. These benefits and coverages shall be substantially equal to those benefits in MESSA PAK B listed below.
- C. The following MESSA Pak A benefits are included with either PAK Plan A option and include the respective premium cost cap for the elected coverage (*i.e.*, \$5,857.58, \$12,250.00, or \$15,975.23):
1. Delta Dental: Class I (90%), Class II (90%), Class III (90%) with \$1,000 annual maximum, Class IV (90%) with \$1,200 lifetime maximum and two (2) cleanings
 2. Vision VSP2
 3. Life Insurance of \$35,000
 4. AD&D coverage of \$35,000
 5. LTD Benefit of 66 2/3% with \$7,500 maximum, 90 calendar days modified fill, \$11,250 maximum monthly salary, social security offset, alcohol/drug, mental/nervous same as any other illness, COLA.
- D. For those bargaining unit employees who elect to not participate in the group medical/health insurance as described above, the Board shall pay a cash in lieu benefit of four hundred fifty dollars (\$450) per month to the employee, on the conditions that: (1) the employee voluntarily and in writing opts out of the health benefits coverage available under Plan A; and (2) provides documentation to the Board that the employee has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.
- E. Teachers who are regularly-scheduled full-time employees of the District and who opt out of the MESSA PAK A benefit above shall be eligible for the following MESSA PAK B benefits:

1. Delta Dental: Class I (90%), Class II (90%), Class III (90%) with \$1,000 annual maximum, Class IV (90%) with \$1,200 lifetime maximum and two (2) cleanings
 2. Vision VSP3
 3. Life Insurance of \$40,000
 4. AD&D coverage of \$40,000
 5. LTD Benefit of 66 2/3% with \$7,500 maximum, 90 calendar days modified fill, \$11,250 maximum monthly salary, social security offset, alcohol/drug, mental/nervous same as any other illness, COLA.
- F. Leave with or without pay shall be granted according to the stipulations specified in appropriate sections of this Agreement. All full-time contracted teachers shall be credited with twelve (12) leave days at the beginning of each successive school year. Teachers who are contracted on a part-time basis shall be credited with leave days on a pro-rata basis.
- G. Contracted teachers who possess an excess of ninety (90) days of accumulated leave at the end of any school year shall be reimbursed at the rate of Thirty-Seven and 50/100 Dollars (\$37.50) for each day or fraction thereof in excess of ninety (90) days accumulated leave.
- H. A teacher may elect to draw Long-Term Disability benefits as soon as ninety (90) calendar days have passed or his/her leave days have been exhausted, whichever is greater.
- H. Teachers leaving the District who possess an excess of fifty (50) days of accumulated leave shall be compensated at the rate of Thirty-Seven and 50/100 Dollars (\$37.50) per day paid in an annuity of their choice in a Board-approved program.
- I. Teachers with class loads of five (5) periods per week more than the normal teaching loads as specified in Article 6.F. of this Agreement shall receive twenty-five percent (25%) of the BA1 wage base in addition to their base contracts.
- J. Teachers may not "borrow" leave with pay days which have yet to be earned.
- K. The District shall provide teachers an appropriate form for teachers to complete for record keeping purposes for plan time compensation. See **Appendix "B"**.
- L. The codes used on paychecks shall be available on the District website under the finance site.
- M. The Internal Revenue Code Section 414(h)(2) permits Employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions. Under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, teachers may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or (2) purchase permissive service credit (such as Universal Service credit,

maternity/paternity/child care and non-public school teaching, military active duty, sabbatical leave of absence, etc.).

- N. To permit tax deferral for these additional employee contribution amounts, the Employer shall adopt the payroll resolution attached to this Agreement as **Appendix "C"** and implement the salary reduction (payroll authorization) agreement attached to this Agreement as **Appendix "D"** for any teacher willing to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest). The teacher that wishes to purchase additional retirement service credit or to repay retirement contributions previously withdrawn (plus interest) shall enter into a binding irrevocable payroll deduction authorization by completing a copy of **Appendix "D."** The teacher shall not have the option of choosing to receive the amounts directly instead of having the designated amounts paid by the Employer to MPSERS.

ARTICLE 26: Extended Professional Services

Unless otherwise identified, stipends are a percentage of \$36,000 and positions may be eliminated due to financial constraints and as approved by the Board.

High School Band Services	8%
Middle School Band Services	4%
High School Band Assistant	3%
Band Camp	\$600.00
High School Choir Services	8%
High School Assistant Choir Services	3%
Middle School Choir Services	4%
Strings HS	4%
Strings MS	4%
Class Sponsors	
Grades 7-8	1%
9-10	2%
11	4%
12	4%

One class sponsor per float will be released from teaching the morning of homecoming parade day, if the parade is held during the school day.

<u>Level I Activities</u>	1.5%
Olympics of the Mind -MS	
Science Olympiad - MS & HS	
Equations Team - MS & HS	
Quiz Bowl - HS	
Safety Patrol Coordinator	
Clubs	
Intramural Sports	

<u>Level II Activities</u>	.75%
Math Count - MS	
Quiz Bowl - MS	
Spelling Bee - MS	

Additional activities shall be discussed with the Association before implementation and approved by the Superintendent and/or designee. The compensation rate for additional activities shall be negotiated by the Superintendent and the Association, before its implementation.

Guidance Director	6%
Counselor Extra Days	Pro-ration of the Counselor's salary on a per diem basis
Paper - MS	2%
Plays	3% per play
Class Night	1.5%
Student Council Director - MS	1.5%
Yearbook	
High School	3.5%
Middle School	3.5%
Extra Classes during conference	25%
Options Alternative High School Leader	8% (splits allowed)
Elementary School Improvement	1% (no more than three (3) per building)
Chairperson of Department	
(Released time) or 1-4	2% (See Article 22: Dept. Chairperson)
5-6	3%
7 or more	5%
NCA Chair	8.5%
Mentors	3% first year as a mentor
	2% second year as a mentor
	2% third year as a third year.
Substituting, Night School, Summer School	\$30.00 (per hour)

Extended Professional Services for those items not specifically negotiated beyond a standard allowance of the five and one-half (5½) hours at \$30.00 per hour.

SPORTS

Unless otherwise identified, stipends are a percentage of \$34,170.

High School

Varsity Football	14.4%
Varsity Football Assistant	9.65%
Junior Varsity Football	8%
Freshman Football	8%
Varsity Boys Basketball	14.4%
Junior Varsity Boys Basketball	9.65%
Girls Varsity Basketball	14.4%
Girls Junior Varsity Basketball	9.65%
Freshman Boys Basketball	8%
Freshman Girls Basketball	8%
Wrestling	13.5%
Wrestling Assistant	9.05%
Boys Bowling	9%
Girls Bowling	9%
Boys Junior Varsity Bowling	7%
Girls Junior Varsity Bowling	7%
Boys Track	10%
Boys Track Assistant	7%
Girls Track	10%
Girls Track Assistant	7%
Varsity Softball	10%
Varsity Softball Assistant	4.4%
Junior Varsity Softball	7%
Freshman Softball	7%
Varsity Baseball	10%
Varsity Baseball Assistant	4.4%
Junior Varsity Baseball	7%
Freshman Baseball	7%
Varsity Volleyball	14.4%
Junior Varsity Volleyball	9.65%
Freshman Volleyball	8%
Gymnastics	9%
Cross Country	8%

Extra Years
0 - 1
1 - 1.1
2 - 1.2
3 - 1.3
4 - 1.4
5 - 1.5

Boys Tennis	8%
Girls Tennis	8%
Boys Golf	8%
Girls Golf	8%
Boys Lacrosse	10%
Girls Lacrosse	10%
Boys Junior Varsity Lacrosse	7%
Girls Junior Varsity Lacrosse	7%
Fall Cheerleaders	4%
Fall Cheerleaders Assistant	3%
Winter Cheerleaders	4%
Winter Cheerleaders Assistant	3%
Boys Swimming	10%
Girls Swimming	10%
Boys Swimming Assistant	7%
Girls Swimming Assistant	7%
Varsity Soccer	10%
Junior Varsity Soccer	7%
<u>Middle School</u>	
Boys Middle School Football (2)	5% per team
Boys Middle School Basketball	5% per team
Girls Middle School Basketball	5% per team
Boys Middle School Track (2)	5%
Girls Middle School Track (2)	5%
Girls Middle School Volleyball	5% per team
Middle School Golf (1)	1.5% Intramural
Wrestling Middle School (2)	5%
Boys & Girls Middle School Swimming	5%
Boys & Girls Middle School Assistant Swimming	4%

Any and all athletic teams may be eliminated due to financial constraints and as approved by the Board of Education.

ARTICLE 27: Duration of Agreement

- A. All Articles in this Agreement shall be effective as of July 1, 2017, and shall continue in effect through June 30, 2020.
- B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire at midnight on June 30, 2020.

Connie Purkey
President of the Association

Tim Heim
Chairperson of the Association Negotiation
Committee

Kim Amstutz-Wild
President of the Board of Education

Kelly M. Coffin, Ed.D.
Chairperson of the Board Negotiation Committee

APPENDIX A
LCEA/TEA Grievance Report Form

Grievance # _____

Form Distribution:

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

Submit to Principal in Duplicate:

<u>Name of Grievant</u>	<u>Building</u>	<u>Assignment</u>	<u>Date Filed with Principal</u>

LEVEL ONE:

A. Date cause of grievance occurred: _____

B. 1. Statement of grievance: _____

2. Specific Article(s) and Section(s) violated: _____

3. Relief sought: _____

Signature of Grievant: _____

Date: _____

Signature of Association Representative: _____

Date: _____

C. Date received by Principal: _____

Signature of Principal: _____

Date: _____

D. Date of meeting: _____

E. Disposition by Principal (including reason(s) if grievance is denied): _____

Signature of Principal: _____

Date: _____

F. Position of Grievant and/or Association (if appealed to next step, state the reason(s) the Principal's disposition is not acceptable): _____

Signature of Grievant: _____

Date: _____

Association position as to Principal's disposition: ___ Approval ___ Disapproval

Signature of Association Representative: _____

Date: _____

LEVEL TWO:

A. Date received by Superintendent: _____

Signature of Superintendent: _____

Date: _____

B. Date of meeting: _____

C. Disposition of Superintendent (stating reason(s) if the grievance is denied): _____

Signature of Superintendent: _____ Date: _____

D. Position of Grievant and/or Association (if appealed to next step, state reason(s) why the disposition of the Superintendent is not acceptable): _____

Signature of Grievant: _____ Date: _____

Association position as to Superintendent's disposition: ___ Approval ___ Disapproval

Signature of Association Representative: _____ Date: _____

LEVEL THREE:

A. Date received by Board of Education Representative: _____

Signature of Board Representative: _____ Date: _____

B. Date of Board meeting: _____

C. Disposition by Board (stating reason(s) if the grievance is denied): _____

Signature of Board Representative: _____ Date: _____

D. Position of Grievant and/or Association (if appealed to next step, state reason(s) why the disposition of the Board of Education is not acceptable):_____

APPENDIX B
Tecumseh Employee Planning/Compensation Time Pre-Approval Form

Employee Name: _____

Work Location/Position: _____

Block or Period: _____

Date and time worked beyond regular hours: _____

Teacher subbed for: _____

Pre-approval for use of compensation is required.

Signature of Employee

Date

Signature of Building Administrator

Date

cc: Teachers
Building Principal
Central Office (Payroll & Human Resources Dept.)
Superintendent

APPENDIX C
Payroll Resolution
(Pursuant to Article 25 of the Master Agreement)

WHEREAS, Internal Revenue Code (IRC) Section 414(h)(2) permits Employer "pick-up" of the employee portion of contributions to a retirement plan, thereby resulting in tax deferral of employee contributions; and

WHEREAS, under the Michigan Public School Employees Retirement System (MPSERS) plan conditions, members may be allowed to: (1) redeposit contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and or (2) purchase permissive service credit.

NOW, THEREFORE, BE IT RESOLVED, that to permit tax deferral for these additional amounts, an employee shall enter into a binding irrevocable payroll deduction authorization and such employee shall not have the option of choosing to receive the amounts directly instead of having them paid by the Employer to MPSERS.

BE IT FURTHER RESOLVED, that additional amounts herein specified, through payroll deduction from salary, are designated as being picked up by the Employer and paid by the Employer in accordance with MPSERS retirement plan requirements.

This resolution shall have an effective date of _____, 20__.

REPORTING UNIT NAME: _____ (School District)

REPORTING UNIT NUMBER: _____

Approved by the Governing Board (School Board)

Date: _____, 20__

Secretary of the Governing Board (School Board)

SIGNATURE: _____ Date: _____

APPENDIX D
Election of Retirement and Universal Service Credit Benefits Under Article 25
ADDITIONAL RETIREMENT CONTRIBUTIONS PAYROLL AUTHORIZATION

A Michigan Public School Employees Retirement System (MPERS) member, pursuant to statute, is permitted to: (1) redeposit member contributions previously withdrawn plus interest, and when full repayment is made before termination of employment, the previously forfeited service is reinstated in full; and/or (2) elect permissive service credit purchase through additional contributions to the retirement system. Any additional amounts due may generally be paid by the member directly to the retirement system, or the member may request, and the Employer may permit, deductions through payroll.

I understand that my Employer has adopted a resolution under the “pick-up” tax deferral provisions of Internal Revenue Code (IRC) Section 414(h)(2) and that tax deferral of my additional amounts due to the retirement system requires this irrevocable payroll deduction authorization. The Employer resolution (and this agreement) shall take effect _____, (today’s date)

I hereby authorize and understand that this authorization is binding and irrevocable under IRC Section 414(h)(2) and my Employer’s resolution.

1. Deductions are to be made from my salary, for a total of ____ months in the amounts of \$_____ per month with a final payment of \$_____.
2. These are additional retirement contributions.
3. For the effective period of the Agreement, payments are to be made by my Employer. While this Agreement is in effect, I understand that MPERS will only accept payment from my Employer for the designated service and not directly from me.
4. My Employer is obligated to make payment pursuant to this Agreement only if there are sufficient funds from my earnings to do so after any other mandatory deductions.
5. This Agreement shall remain in effect only until: a) payroll payments are completed, or b) termination of employment.

REPORTING UNIT NAME: (School District)_____ Number_____

I irrevocably authorize the above payroll deductions under the conditions specified in Employer's resolution and this authorization.

EMPLOYEE NAME:_____

EMPLOYEE SIGNATURE:_____ Date:_____

APPENDIX E
Evaluation Form

APPENDIX F
Calendars

APPENDIX G
Teacher Work Week

APPENDIX H
Application and Request for Approval of Graduate Course Work

APPENDIX I
MESSA Optional Form

APPENDIX J
Letters of Agreement