

TROY EDUCATION ASSOCIATION

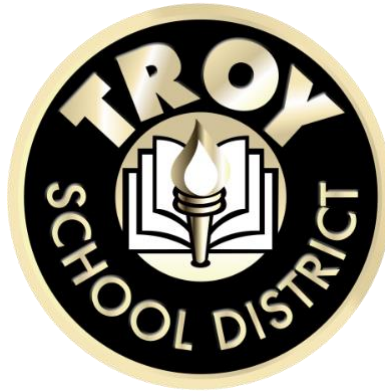
A Local Affiliate of MEA/NEA



**TROY EDUCATION ASSOCIATION/MEA/NEA
17500 West 11 Mile, Ste. 200, Lathrup Village, MI 48076**

and the

TROY SCHOOL DISTRICT BOARD OF EDUCATION



**TROY SCHOOL DISTRICT
4400 Livernois, Troy, MI 48098**

**FEBRUARY 1, 2024 TO APRIL 15, 2027
COLLECTIVE BARGAINING AGREEMENT**

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

This Agreement entered this 20th day of June, 2024 by and between the Board of Education of the Troy School District, Troy, Michigan, hereinafter called the Board, and the Troy Education Association, hereinafter called the TEA.

WITNESSETH

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

ARTICLE 1: RECOGNITION

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

1.2. Definition. The term teacher when used hereinafter in this Collective Bargaining Agreement shall include the following personnel employed under contract by the Board: All teachers in grades preschool through twelfth (12th), including special education, school counselors, interventionists, instructional coaches, consultants, educational coordinators, curriculum and instruction specialists, media specialists, reading support teachers, school psychologists, speech pathologists, social workers, early childhood educators, department chairpersons, head teachers, administrative interns, and all paid positions as set forth in Schedules B, C, and D. Article 38 contains terms and conditions applicable to ancillary teachers, teachers whose terms and conditions of employment are not subject to the Michigan Teachers' Tenure Act.

BUT EXCLUDING: superintendent; deputy superintendent; assistant superintendents: business services, employee services, elementary instruction; executive director auxiliary services; administrative assistant; principals: high school, middle school, elementary school; assistant principals: high school, middle school, elementary school; high school building athletic director, high school activities director; directors: continuing education, special education, curriculum, technology, evaluation and research, health and health education, fine arts, guidance and counseling, athletics and physical education, media services, community relations, vocational education; supervisors: accounting, buildings and grounds, data processing, food services, planning

and construction, purchasing, special education, maintenance, custodial services, cable TV, state and federal projects, transportation; day-to-day substitutes and summer school teachers; continuing education teachers (except Troy College and Career High School teachers); teacher aides; study hall monitors; in-house suspension monitors; clerks, typists; secretaries; and all office personnel.

If the District decides to establish an In-School Suspension program, it shall be staffed as determined by the District.

- 1.3. Other Organizations.** The Board agrees not to negotiate with any teacher organization other than the TEA for the duration of this Agreement. However, nothing contained herein shall be construed to prevent a Board member or administrator from meeting with any teacher, groups of teachers, or organization other than the TEA for the purpose of hearing and discussing their views on matters other than hours, wages, and working conditions.
- 1.4.** Teachers may substitute for administrators in cases of temporary or unexpected vacancies. Teachers will be compensated at their current salary. However, teachers working longer than 30 calendar days in an administrative position will be compensated at their current salary or the administrative starting salary of the position the teacher is filling temporarily, whichever is greater. Should the assignment exceed the scheduled teacher work year, then the teacher will be paid the assignment's daily rate for each day worked exceeding the number of contractual teacher workdays. These temporary assignments shall not exceed one school year. Said teachers shall not evaluate or discipline bargaining unit members.
- 1.5.** It is understood the bargaining unit employees in positions set forth in Article 1.2 have responsibility for performing duties normally associated with those positions.

ARTICLE 2: TEA RIGHTS

- 2.1. Membership.** The TEA agrees to admit to full participating teachers as defined who wish to become members of the TEA.
- 2.2. Use of Facilities.** The TEA and its members shall have the privilege of using school equipment and school building facilities at all reasonable hours when otherwise not in use and provided no special custodial service is required. A teacher's use of the internet/intranet shall be governed by the District's acceptable use policy.

The availability and use of the internet/intranet are not guaranteed. Any supplies required in the use of any equipment in this regard must be furnished by or paid for by the TEA at cost price.

If a meeting is to be scheduled by the TEA which requires special custodial services and/or specific facilities within a school building, the TEA shall have the privilege of

using the school building on the same basis as civic or political organizations, as established in District policy.

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

2.3. The intra-district mailing system shall be made available to the TEA and its members.

2.4. Strike and Lockout Prohibition.

A. The TEA will not engage in or encourage a strike prohibited by the Public Employment Relations Act (PERA) as amended.

B. The Board agrees it will not lock out any employees or otherwise discipline employees for exercising their rights under PERA.

2.5. A tenure teacher or a teacher in a position that is not covered by the Tenure Act who has at least five (5) years of service with the Board and who holds the following positions within the TEA, shall be placed in the order listed below at the top of the seniority list:

A. President

B. Vice President

C. Grievance Chairperson

The TEA shall furnish the Assistant Superintendent, Employee Services, with the names of the person holding each position listed above within thirty (30) days of election or appointment, whichever is applicable.

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

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

2.8. The TEA shall have the equivalent of one officer released full time from teaching duties during the work days time prescribed by the calendars in Schedule F. The TEA

shall have the option of releasing the president full time or releasing the president and vice president each half time. The president and vice president shall be released without loss of salary, insurance protection, seniority or other benefits provided for in this Agreement. However, the TEA shall reimburse the District for the full costs of all retirement contributions made to the Office of Retirement Services on behalf of the release time officer(s). The District will provide the TEA with an invoice for the cost associated with the released officer's retirement contributions no later than May 30th. Reimbursement to the District by the TEA for the specified amount shall be made no later than June 30th of the given school year. The release time shall commence on the first day of the semester nearest to the time the officer takes office and shall end the last day of the semester nearest to the expiration of the officer's term of office. The president-elect and vice president-elect shall contact the Assistant Superintendent, Employee Services to make arrangements for release time.

Since TEA officers perform services which are of value to both the TEA and the Board, the Board accepts the TEA forgoing reimbursement for payment of these items referred to in MCLA 38.1371 (5) (B).

ARTICLE 3: TEACHER RIGHTS

- 3.1. The Board agrees it will not directly or indirectly discourage, deprive, or coerce any teacher in the enjoyment of any rights referred by Act 379 or other laws of Michigan and/or the United States or the Constitution of Michigan and/or the United States, and/or it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of membership in the TEA, participation in any activities of the TEA, or collective professional negotiations with the Board, or institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 3.2. No teacher shall be prevented from wearing official insignia, pins, or other identification of membership in the TEA, either on or off school premises. Bulletin boards in the main school office and the teachers' lounges shall be made available to the TEA and its members, provided all materials posted relate to the official business of the TEA and such communication shall bear the name of the organization. Any questionable or improper use of bulletin boards shall become the concern of the principal and the TEA representative of that building.
- 3.3. Deductions for financial institutions, tax-deferred annuities, United Foundation, and other deductions will continue as authorized by individual teachers. Other deductions may be arranged by mutual agreement between the Board and the TEA.
- 3.4. **Equal Treatment.** The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, disability, color or national origin, age, sex, or marital status, or membership in or

association with the activities of any employee organization. The Board and the TEA pledge themselves to seek to extend the advantages of public education to every student without regard to race, creed, religion, disability, sex, color, or national origin and to seek to achieve full equality of educational opportunity to all pupils.

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

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

3.6. Teacher Personnel Files. The teacher personnel files shall be files concerning teachers which are housed and maintained by the Central Office of the District and/or in the office of each building principal. All contractual infractions shall be entered in the file in the principal's office. The Board agrees to give every teacher access to their own files. The examination of the files shall be in the presence of an administrator or agent thereof. A representative of the TEA may be requested by the teacher to accompany the teacher in such review. Maintenance and inspection of personnel files shall be in accordance with the Bullard-Plawecki Right to Know Act (397 PA 1978) and as follows:

- A.** Materials shall be removed from a personnel file if and when a teacher's claim such material is inaccurate and has been sustained through the grievance procedure. The name of the person making the complaint shall be disclosed to the grievant by Step Two (2) of the grievance procedure.
- B.** A teacher shall be permitted to reproduce any non-confidential material in their file. The Board may charge for copies.
- C.** Information relating to a teacher's unsuccessful application for a position requiring a screening committee recommendation may be removed from a teacher's file at their written request.
- D.** Except for copies of material routinely furnished teachers that are placed in the personnel file (e.g., individual contract, leave requests), a copy of all material placed therein will be furnished to the teacher.
- E.** A teacher shall have the right to answer any material placed in his/her/their file, and their answer shall be attached to the file copy.

F. Confidential recommendations, including credentials furnished by the college placement offices will be withheld, except for recommendations including credentials prepared after January 1, 1975, except when the right to examine recommendations and credentials has to be waived in accordance with Section 483 of 93-98 as amended of the Family Rights and Privacy Act.

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

3.8. Personnel File.

A. A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the TEA accompany them in such review. Unless required by the Freedom of Information Act or covered by Attorney/Client privilege, other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except a TEA representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings.

B. No "verbal warnings" shall be contained in the Personnel File. Instead, these "verbal warnings" may be kept by the building administrator. Any such warning deemed a "verbal warning" shall be communicated to the individual.

C. If a written record of an incident is inserted in a personnel file, the teacher shall receive a dated copy within ten (10) days of the administrator's knowledge of said incident. The teacher's copy will note the item is being inserted into said file.

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

E. All discipline or complaints as defined in Article 3.7 and Article 3.8 which are four (4) years or older may be expunged from the personnel file at the request of the Employee in writing except as limited by any existing laws. If the request is denied by administration, the case will be reviewed by the Professional Relations Committee. Written record of an incident and rebuttal involving a teacher will be removed from the teacher's personnel file when they leave the District for any reason except a leave of absence.

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

If a complaint is filed against a named teacher by a student, the TEA president or a mutually agreed upon designee shall have an opportunity to be present at an interview with the student with the school principal or other school official. However, the Board will not be required to afford the named teacher this opportunity if it determines within one week that the student's complaint is not a justified basis for any personnel action against the teacher.

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

3.10. Discipline.

In a matter involving misconduct or moral turpitude, a teacher may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious except where otherwise noted in this document. In cases involving classroom performance, the teacher shall only be disciplined for just cause.

Further, in all instances, discipline, discharge, and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code.

- A. MCL 38.101a of the Teachers' Tenure Act shall supersede any application of discipline.
- B. Oral or written notice will be given by the administration to the Employee of any incident, complaint, or charge that may form the basis for the investigation and any potential disciplinary action. Provided there is a compliance with Title IX, notice shall be given to the Employee within five (5) business days.
- C. If the complaint alleges child abuse or neglect, the matter shall be reported to Child Protective Services.
- D. The Employee shall be provided with written notice of the time, date, and location of the meeting to provide the Employee with an opportunity to respond.
- E. An Employee represented by an exclusive bargaining agent under the Public Employment Relations Act shall, upon request, be entitled to union representation of their choice at any investigative meeting the Employee reasonably believes could

result in disciplinary action. This meeting shall occur within forty-eight (48) to seventy-two (72) hours according to participants' availability.

- F.** The Superintendent (or designee) is authorized to place an Employee on administrative leave pending the completion of a disciplinary investigation of the alleged or suspected offense, infraction, or misconduct. Administrative leave under this provision is not regarded as a disciplinary measure or penalty. Administrative leave shall be paid leave until the conclusion of the investigation, at which time any discipline shall be applied.

- G.** If an investigation demonstrates the evidence is credible, disciplinary measures may include but are not limited to: oral warning, written warning, written reprimand, paid or unpaid suspension, and discharge.

- H.** A program of progressive discipline may generally be followed at the District's discretion. The following progression of discipline for each unrelated incident may be followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:
 - 1. Oral warning, then
 - 2. Written warning, then
 - 3. One-day suspension without pay, then
 - 4. Three days' suspension without pay, then
 - 5. Discharge

- I.** If it is determined the Employee has engaged in an offense, infraction, misconduct, or other behavior warranting discipline, the administration's decision as to the level of discipline shall be guided by principles including but not limited to the following:
 - 1. The adequacy and credibility of the evidence derived from investigation
 - 2. Fair notice given to the Employee or lack of prior enforcement
 - 3. The seriousness of the offense, infraction, or misconduct
 - 4. The Employee's prior disciplinary and/or employment record
 - 5. The existence of any relevant aggravating or mitigating factors

- J.** In the event an Employee is disciplined and receives one of the forms of discipline defined above, that incident shall not be applied to their evaluation unless such behavior that led to the discipline impacts performance.

- K.** The Superintendent's (or designee's) decision to impose any disciplinary action that is not subject to Board review, as described below, is final. The following disciplinary actions may only be imposed by the Board in adherence with the requirements of the Teacher Tenure Act:

1. The discharge of either a probationary or tenured Employee.
2. The non-renewal of a probationary Employee.
3. The demotion of a tenured Employee as demotion is defined in the Teachers' Tenure Act.

Discipline for Teachers and Ancillary Staff not covered by the Tenure Act is provided within Article 38.

Discipline for Early Childhood Educators is provided within Article 36.

- 3.11. If the Board plans to read a letter at a board meeting, the teacher/staff who is the object of the letter will be contacted prior to its public reading. The Board will make every effort to protect teachers from unsubstantiated public criticism.
- 3.12. Under no circumstances shall a student's CA-60 or confidential special education file contain any reference to a teacher's conduct or any information which may be construed as evaluating the teacher.
- 3.13. **Termination Notice.** A probationer must be given a sixty (60) day written notice before termination of contract unless mutually agreed upon. If the contract is broken by the probationer without proper written notification, the Board of Education may take proper action.

ARTICLE 4: EVALUATION

- 4.1. A teacher for Article 4 is defined as in Section One of the Teacher Tenure Act (MCL 38.71): "A certified individual employed for a full school year by any Board of Education or Controlling Board."
- 4.2. Student Growth Assessment Data shall be weighted as a factor of the Year-End Evaluation according to the following percentages:
 - A. 2024 – 2025: 20%, and
 - B. Each subsequent school-year: 20%.
- 4.3. Prior to the commencement of the evaluation process, those Evaluator(s) who will have responsibility for evaluating teachers shall schedule and hold a conference with the teachers scheduled to be evaluated for purposes of reviewing the evaluation process and procedures.
- 4.4. There shall be two (2) observations for each teacher being evaluated. One (1) observation shall be scheduled at a mutually agreed upon time between the teacher and Evaluator.

A. One (1) observation shall be unscheduled. Observations shall be at least fifteen (15) minutes and shall require written feedback from the evaluator within ten (10) school days of an observation.

B. In the event both the Evaluator and Employee Services believe additional observations are necessary to gain a more accurate overall rating, Employee Services shall communicate this need to the TEA President.

4.5. Starting on July 1, 2024, at the end of the school year, each teacher shall be assigned a year-end performance evaluation rating (“Year-End Evaluation”) of one of the following:

A. Effective,

B. Developing, or

C. Needing Support

Note: If the approved Evaluation Tool and Form permits categorical scoring of Effective and Highly Effective, either overall score of Effective or Highly Effective shall result in a year-end performance evaluation rating of Effective.

If the District desires to change from the Danielson Evaluation Model, the TEA will be given advanced notice and the opportunity to bargain the same. The Year-End Evaluation shall be completed using the Evaluation Tool forms and guideline, in effect on March 1, 2024, and will be based upon an assessment of the following evaluation criteria (“Criteria”).

Individual performance shall be the majority factor in making the decision, and shall consist of, but is not limited to, all of the following:

1. Beginning on July 1, 2024, twenty percent (20%) of the year-end evaluation must be based on student growth and assessment data or student learning objectives metrics as defined by MCL 380.1249(6)(a).

2. The teacher’s demonstrated pedagogical skills, including at least a special determination concerning the teacher’s knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating and managing a classroom, and consistent preparation to maximize instructional time.

3. The teacher’s management of the classroom, manner, and efficacy of disciplining pupils.

4. Review of the teacher’s employment history with the school district for consideration of any extenuating factors that are relevant to the current evaluation.

- 4.6.** Teachers rated “effective” shall normally be evaluated on a triennial (3-year) basis. If one of these evaluation periods yields a less than effective score, the teacher shall revert back to yearly evaluations until rated effective again. Evaluation of a teacher in relation to their assignment is a continuous process and shall be conducted by a qualified Evaluator(s) as designated by the Superintendent (“Evaluator(s)”). Each Observation by the Evaluator(s) shall be made in person. Formal discipline or concerning behavior may alter the evaluation cycle. Any change in the evaluation cycle deemed necessary by both the Evaluator and Employee Services shall be communicated to the TEA President.
- 4.7.** During non-evaluated years, teachers shall only submit a student growth goal for documentation without a requirement of any end-of-year goal presentation.
- 4.8.** An end of the year evaluation shall be provided, in writing, to the teacher being evaluated. If no written evaluation is provided, the teacher shall be deemed effective.
- 4.9.** All evaluators shall engage in regular trainings to increase rater reliability.
- 4.10.** The evaluation system shall focus on the aspect of Professional Development. Anything contained within Administrative Regulation(s) notwithstanding, all evaluations of teachers shall be conducted pursuant to current state law.
- 4.11.** In addition to the Criteria measuring effectiveness, the Year-End Evaluation for a tenure teacher on an Individual Development Plan (IDP) will be based on multiple classroom observations (observations must be at least 15 minutes in duration and one observation may be scheduled) and shall include an assessment of the teacher’s progress in meeting the goals of his or her IDP.
- 4.12.** The probationary period for a teacher shall be reduced from five (5) to four (4) school years, when they have been rated as effective on three (3) consecutive year-end performance evaluations.
- 4.13.** The District shall provide a mid-year progress report to every teacher who is in the first year of probation or has received a rating of Developing or Needing Support on the most recent year-end evaluation. This mid-year progress report shall supplement and not replace the annual year-end evaluation. The mid-year report shall:
- A.** Be aligned with the teacher’s individualized development plan,
 - B.** Include specific performance goals and any recommended training for the remainder of the school year, as well as written improvement plan developed in collaboration with the teacher that incorporates the goals and training, and
 - C.** Provide for a mentor in consultation with the mentee and administration.

- 4.14.** The student growth requirement shall be twenty percent (20%) of the evaluation rating and require decisions about the use of growth and assessments or school/student learning objectives. School/student learning objectives are defined by law: measurable long-term academic goals informed by available data a teacher and/or teacher team sets at the beginning of the school year for all students. The other eighty percent (80%) must be objective criteria. Performance evaluation must take into account student growth plus assessment data plus school/student learning objective metrics. Teachers' SLO must be approved by the principal.
- 4.15.** A non-probationary teacher who receives a Year-End Evaluation rating of Needing Support may, within thirty (30) calendar days of receiving the Needing Support rating, request a review of the evaluation and the rating by the Superintendent pursuant to MCL 380.1249(2)(l)(i). If the matter is not resolved through the review process, a non-probationary teacher who receives a rating of Needing Support may, within thirty (30) calendar days of receiving the written response from the Superintendent concerning his or her review, request mediation pursuant to MCL 380.1249(2)(l)(ii). A non-probationary teacher who receives two (2) consecutive ratings of Needing Support may challenge the evaluation by first meeting with his or her evaluators. If not resolved, within thirty (30) calendar days of receiving the written response from the Superintendent, the non-probationary teacher may utilize the Grievance Process outlined in the collective bargaining agreement concerning the second evaluation rating and evaluation process. MCL 380.1249(2)(l)(iii).
- 4.16.** An Individual Development Plan (IDP) is a document recommending courses of action to be taken when an evaluator determines it necessary or when a teacher's overall performance rating is "Needing Support". Completion of recommended courses of action shall demonstrate intent to improve but may not be construed to mean the teacher has successfully remedied the unacceptable performance. Teachers placed on an IDP shall meet with the administrator writing the plan before said plan is implemented.
- 4.17.** An Individual Development Plan shall be developed in collaboration between the Evaluator and the teacher. The teacher may choose to have a notetaker of their choosing present during this collaborative process. IDPs are not meant to be punitive. Instead, they are designed to help teachers grow professionally.
- 4.18.** The District shall help teachers with an IDP by providing opportunities for needed growth (examples: opportunities to observe and be observed by peers of the teacher's choice, attend conferences/trainings, etc.).
- 4.19.** IDPs will be reviewed on a semester basis to determine a need of continuation.
- 4.20.** If the evaluator suspects or has reason to believe there will be a marked adverse change from the previous evaluation of the teacher, this fact is to be brought to the teacher's attention in writing in order that the teacher will have reasonable time within which to attempt to correct the situation.
- 4.21.** A designation of unevaluated shall be used if one of the following is applicable:

- A. Individual works for less than sixty (60) days in a given school year
- B. Evaluation rating is vacated through the grievance process in the law
- C. Extenuating circumstances such that the teacher or administration and employing school district/ISD agree to use the unevaluated evaluation designation as a result
- D. If a teacher receives unevaluated, then the evaluation rating from the prior year would be used for the purposes of determining provisions that use consecutive ratings

4.22. If a teacher is evaluated as Needing Support on three consecutive individual evaluation ratings, the District shall initiate dismissal proceeding. The process is subject to the Tenure Act for tenured teachers.

Evaluation for Teachers and Ancillary Staff not covered by the Tenure Act is provided within Article 38.

Evaluation for Early Childhood Educators is provided within Article 36.

ARTICLE 5: LAYOFF AND RECALL PROCEDURES

Layoffs shall be governed by provisions 5.1 through 5.10

This following provision applies to personnel decisions for teachers, as defined in the Teachers' Tenure Act, involving 1) a staffing or program reduction or any other personnel determination resulting in the elimination of a position, 2) a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or 3) hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position.

- 5.1. No teacher shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof or recalled from a period of lay-off except under applicable state law.
- 5.2. When it is determined by the Board of Education it is necessary to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a position, said staffing decisions shall be based on retaining effective teachers.
 - A. Teacher effectiveness shall be based upon the year-end performance evaluation.
 - B. Reductions in staff or programs shall be processed after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave.
 - C. Whenever possible, notice of discontinuance of service shall be given to teachers affected by reductions in personnel and/or programs before the end of the school year

preceding the year in which such discontinuance of service shall become effective.

D. Nothing in this administrative regulation precludes the District from making reductions in personnel or programs at any time. The District shall make all efforts to avoid layoffs mid-year.

5.3. Personnel decisions under these provisions, including layoff and recall, shall be made on the basis of the best interest of the District as well as the Certification, and Qualifications, effectiveness of each respective teacher, and length of service as a tie breaker as herein defined:

A. Length of service or tenure shall not be the sole factor in personnel decisions under this Administrative Guideline, including layoff and recall. Length of service or tenure may be used as a tiebreaker if a decision regarding reduction in staff or recall involves two (2) or more teachers and all other factors distinguishing those teachers from each other are equal.

B. Certification shall be defined as that term is defined by state law and the Michigan Department of Education.

C. Qualifications shall be defined to include, but not be limited to, an individual's: areas of certification, level of degree attained, type of degree attained (major, minor, or area(s) of focus), relevant previous experience, grade level of relevant experience, relevant classes or training, previous rating, effectiveness and overall performance as a teacher, previous disciplinary history, or any further factors stated in these regulations which places conditions upon decisions regarding reduction in staff or recall.

D. An employee may notify the employer of their desire to volunteer for leave without a guarantee of position upon return. This voluntary leave shall be accepted at the discretion of the employer.

E. Generally, reductions in staff will occur in the following order ("Lay-off Order"); however, other factors listed herein may be considered when teachers have the same evaluation rating:

1. Teachers rated Ineffective (or Needing Support after July 1, 2024) on their most recent Year-End Performance Evaluation.

a. The qualifications in Article 5.3.C above shall be compared among the teachers and the least qualified chosen for layoff.

b. If one or more teachers are still tied after applying Article 5.3.E.1.a, the least senior teacher (as defined by district seniority) shall be chosen for layoff.

2. Teachers rated Minimally Effective (or Developing after July 1, 2024) on their most recent Year-End Performance Evaluation, provided there are qualified,

certified teachers rated Effective or Highly Effective to assume the remaining positions/assignments.

a. Tiebreakers at this evaluation level shall follow the procedure as described in Article 5.3.E.1 above.

3. Teachers rated Effective on their most recent Year-End Performance Evaluation, provided there are qualified, certified teachers rated Highly Effective to assume the remaining positions/assignments.

a. Tiebreakers at this evaluation level shall follow the procedure as described in Article 5.3.E.1 above.

4. Teachers rated Highly Effective on their most recent Year-End Performance Evaluation, provided there are other qualified, certified teachers rated Highly Effective to assume the remaining positions/assignments (this is no longer applicable after July 1, 2024).

a. Tiebreakers at this evaluation level shall follow the procedure as described in Article 5.3.E.1 above.

5.4. The Board has the sole discretion to determine: 1) whether a vacancy exists and 2) the certification area, qualifications, and position in which the vacancy exists.

A. The District is not required to involuntarily transfer a tenure teacher to create vacancy for a probationary teacher.

5.5. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter or a personal service at work, i.e. principal hand delivers notice, to the teacher at their last known address, in addition to an e-mail to both the teacher's personal and professional accounts. A copy of this e-mail shall be sent to the TEA president.

A. It shall be the responsibility of the teacher to notify the Board of any change in address.

B. It is the teacher's sole responsibility to maintain his/her certification and to promptly provide written documentation of the certification, endorsement, and/or qualification status to the Employee Services Department.

5.6. A probationary teacher who is rated as Effective or higher on their most recent annual year-end performance is not subject to being laid off by a teacher on continuing tenure solely because the other teacher has continuing tenure.

5.7. A teacher on layoff is precluded from applying for any leave of absence except the following:

- A. A leave to honor the extension of an individual contract then in effect between the teacher and a K-12 Michigan Public School District.
- B. A childcare leave of absence, not to exceed one (1) year, provided the teacher applies for the leave within three (3) months of the birth of the child or acquisition of custody of child. This leave can be extended beyond one (1) year per Article 19.1.D at the request of the employee, subject to the decision of the board.
- C. A military leave per Article 20.1.

- 5.8. In no event shall this administrative regulation be applied in such a manner that a teacher who has been rated as Ineffective (or Needing Support after July 1, 2024) on his/her most recent Year-End Performance Evaluation is retained over a teacher who is evaluated as Minimally Effective (or Developing after July 1, 2024), Effective, or Highly Effective.
- 5.9. To ensure pupils are taught by teachers working within areas for which they are highly qualified as defined by the Michigan Department of Education, teachers shall be assigned to subjects and/or grades or other classes within the scope of their teaching certificates and/or their major or minor fields of study, or otherwise as permitted by law, except in accordance with the regulations of the Michigan Department of Education.
- 5.10. Notwithstanding the requirements of Article 5.8 above, as a precondition of placement during a period of lay-off and/or recall, every teacher must possess the requisite certification and/or endorsement and qualifications as herein defined for the position for which they are assigned.

Recall shall be governed by provisions 5.11 through 5.20

- 5.11. When it is determined by the Board of Education it is necessary to conduct a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or in hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position the following procedures shall be followed:
 - A. Recall of all teachers shall be in the reverse order of layoff: i.e., those laid off last will be recalled first, provided, however, that a teacher in order to be recalled, shall be certified and qualified as herein set forth to teach the specific area for which they are being recalled.
 - B. In order to be eligible for recall, the teacher must:
 - 1. Have maintained a current address, personal e-mail, professional e-mail, and telephone number with the Employee Services Department.
 - 2. Have notified the Employee Services Department in writing or by electronic mail of any extended periods of time (longer than 14 days) when they will be away from

their current address and how they may be reached or be contacted while away.

3. Have notified the Employee Services Department in writing or by electronic mail by March 1st of intent to return to active employment for the following year. Employees on long-term medical leaves shall be exempted from this notification. If an employee does not comply with the provisions in 2 and 3 of this subsection, their return rights may be terminated for that year. If the employee does not comply for two (2) years, all return rights may be terminated.
4. Have notified the Human Resources Department in writing or by electronic mail of any changes, lapses, or expirations, or anticipated changes in certification, endorsements, majors, minors, and/or licenses. Such notice must be given prior to July 1st if the information is to be used in determining recall or return rights for the following school year. The District may ignore such information for the following school year if it is not provided by July 1st.
5. Have the present necessary certification and qualifications as well as the present physical ability to assume the position/assignment at the time the recall offer is made. Teachers who do not possess the present physical ability to assume a vacant position/assignment shall continue to remain on layoff subject to the conditions contained herein. Exceptions may be made, subject to the approval of the Superintendent or their designee, if the recalled teacher, at the time of recall, is eligible for long-term disability benefits through the insurance policy in force in the District.

C. The District, as it reinstates programs, shall post the positions as they are established listing the necessary certifications and qualifications. Building, grade level and schedule shall also be provided if known at the time of posting.

D. In no event shall these provisions be applied in such a manner so a teacher who has been rated Ineffective (or Needing Support after July 1, 2024) or Minimally Effective (or Developing after July 1, 2024) on their most recent Year-End Performance Evaluation shall be recalled before a teacher who is rated as Effective or Highly Effective on their recent Year-End Performance Evaluation.

5.12. Notice of recall shall be sent by certified mail to the employee's last known address on file with the Employee Services Department in addition to an e-mail to both the teacher's personal and professional accounts. A copy of this e-mail shall be sent to the TEA president.

5.13. Failure to accept an available position for which the employee is certified, state approved, licensed, and/or endorsed, or failure to notify the District of unavailability, may be considered a Voluntary Quit; and the Board may terminate its obligation to that employee. Notice of acceptance of assignment or notice of unavailability by the employee must be received by the District within ten (10) days of receipt of notice of recall or return.

- A. No teacher shall be required to accept an available position for less FTE than the position they were laid off from. In this case, the employee shall fall to the bottom of the recall list and shall retain their recall and seniority rights as outlined in Article 5.14.
- B. In the case that the laid off employee was a part-time/shared time employee when laid off, and the available position is of more FTE than the position the employee was laid off from, the employee may refuse the position without being terminated. In this case, the employee shall fall to the bottom of the recall list and shall retain their recall and seniority rights as outlined in section (14).
- C. In the case that the position refused by the part-time/shared time employee matches the FTE the employee was laid off from, this article shall apply.
- D. In the case that a teacher is under contract with a different Michigan Public School District at the time of recall, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the teacher refuse that option, this article shall apply.

5.14. Tenured and Probationary teachers shall possess district seniority and recall rights for up to 3 years from the date of lay-off.

5.15. No new teacher shall be hired before involuntarily laid-off teachers with recall rights who possess the necessary certifications and qualifications have been given an opportunity for recall.

In the rare cases where the position requires significant additional training beyond what the teacher already possesses, the District may choose not to recall and instead hire outside the layoff pool provided:

- A. The District has offered to provide the required training.
- B. Such training shall be provided at the cost of the District.
- C. If a teacher refuses such a position, their recall position shall be retained, and shall not be considered a Voluntary Quit under Article 5.13 above.

5.16. Teachers on leaves of absence will be given notice of layoff if they were scheduled to return to work but no position exists because of a layoff. Such teachers shall be placed on the recall list and given notice of recall consistent with these provisions.

5.17. A combined list of employees eligible for recall and return from long-term leave of absence shall be maintained by the Employee Services Department. A copy of this list shall be provided to the TEA President upon written request within ten (10) days.

5.18. A teacher who is laid off and who is paid unemployment compensation benefits (associated with their regular teaching assignment) during the summer immediately

following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to annual salary rate, such that their unemployment compensation plus that annual salary rate will be equal to the rate of salary they would have earned for the school year had they not been laid off, subject to the following conditions:

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

5.19. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 26 until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

5.20. Nothing contained in this article shall obligate the Board to alter schedules to facilitate the recall of teachers after the first day of student classes.

Layoff and Recall for Teachers and Ancillary Staff not covered by the Tenure Act is provided within Article 38.

Layoff and Recall for Early Childhood Educators is provided within Article 36.

ARTICLE 6: TEACHER RESPONSIBILITIES

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

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

- A. Careful daily preparation of lessons, lectures, demonstrations.
- B. A teacher may be required to serve on no more than two (2) committees during the school year. A committee lasting the entire school year shall satisfy the requirement of serving on two (2) committees. First- and second-year teachers in the District shall be required to serve on only (1) committee. Teachers may be requested to serve on district-wide, inter- and intra- school committees. No teacher shall be excluded from participating in an additional committee of their interest.

1. Established expectations for the building and District committee work will be developed collaboratively, and a list of all committees will be published by October 1st of each year.
 2. Building level committees must have approval of the appropriate grade level central administrator.
 3. Committee work that qualifies for District Provided Professional Development (DPPD) will be cataloged for teachers on the District's Professional Development Recording System.
 4. Committees shall not be scheduled to meet more than (10) times per year. If the committee meets more than ten (10) times per year, participation is voluntary.
 5. School Improvement subcommittees will meet the contractual committee requirement for a full year committee with a minimum of six (6) meetings; half year committee meetings with a minimum of three (3) meetings.
 6. Payment for any voluntary committee work that exceeds the requirements of Article 6.2.B shall be paid at the curriculum rate of pay.
- C. A written notice will be provided of not more than three (3) required evening events each teacher is expected to attend. Written notice of up to two (2) building activities requiring all staff to be in attendance will be given by October 1st. Each teacher will be given a written notice of the other required event(s) at least two (2) weeks before each event. Parent-Teacher conferences are set forth in the school calendar and not included in the mentioned events. In any event, the number of required evening events shall not exceed three (3).
- D. Promptness in meeting classes, keeping appointments with parents, students, and other school employees, and in furnishing essential reports and information required by administrators. See Article 12, Teaching Hours.
- E. Principals may request teachers to attend important school functions.
- F. It is the responsibility of the teacher to assist the administration in maintaining discipline and proper student behavior as set forth in the Student Rights and Responsibilities Handbook.
- G. Teachers shall make an effort to be aware and report the general health and wellbeing of students as it relates to evidence of child abuse, nutrition, and general childhood illnesses.

H. Parent-Teacher Conference Schedule.

Level		Afternoon Session	Evening Session
Elementary:	Early Start	1:15 p.m. – 3:30 p.m.	4:30 p.m. – 8:00 p.m.
	Late Start	1:45 p.m. – 4:00 p.m.	5:00 p.m. – 8:30 p.m.
Middle School:	Early Start	12:30 p.m. – 3:30 p.m.	5:00 p.m. – 8:00 p.m.
	Late Start	12:30 p.m. – 3:30 p.m.	5:00 p.m. – 8:00 p.m.
High School		12:30 p.m. – 3:30 p.m.	5:00 p.m. – 8:00 p.m.

The following secondary conference provisions shall apply:

1. Each secondary teacher shall be given the choice of either conducting conference in the classroom or a common space (i.e. cafeteria, gymnasium, LGI space, etc.). All requests shall be honored.
 2. Each secondary teacher shall be given an opportunity to choose up to three (3) five-minute (5) breaks during each scheduled conference block. Teachers are permitted to place these breaks consecutively on the schedule.
- 6.3. Absence.** When a teacher is unable to be in school on any given day, they should contact the absence management system at least one and one-half (1 ½) hours prior to the student starting time, in order that arrangements may be made for a substitute.
- A. A teacher shall not be charged a leave day on a day when schools are closed, as per Article 9.1, unless the absence was arranged for prior to the closing of school and is a day in a series of absences.
 - B. Prior to the start of the school year, every teacher shall be provided with access to the absence management system.
 - C. In the event of the absence of art, music, media, physical education, Spanish, and reading teachers, the Board agrees to provide substitutes when properly qualified substitutes are available.
 - D. In the event a remedial reading teacher notifies the Administration they will be absent for more than five (5) consecutive contact dates with students, a substitute shall be provided.
 - E. These teachers will provide lesson plans to be used in the event of their absence and shall follow the absence contract procedures as outlined in Article 6.3.
 - F. When a teacher calls in late, the Assistant Superintendent, Employee Services shall contact the teacher to determine whether an emergency situation existed.

6.4. Unauthorized Absence. An absence without prior notification from the teacher to the Administration or absence management system shall be considered unauthorized.

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

6.5. Management Half Days. Teachers eligible for a management half day shall schedule half day in the following manner: A half day scheduled on Mondays, Fridays, and days before and proceeding holidays and vacation periods shall be requested at least ten (10) working days in advance and must be approved by the building principal. All other half days must be scheduled with at least twenty-four (24) hours' notice to the building principal. It is understood and agreed during the duration of this agreement, specials teachers will not service students on the first day of school. Instead, this time will be a management day for special teachers only. The first afternoon in the sequence of three (3) half days at the end of the school year will be designated as a management day for all elementary teachers.

In order to address the complexities of Public Act 306 of 2016 (MCL 380.1280f), the district will provide each elementary teacher that administers the reading assessment with one (1) full-day substitute coverage during each of the three (3) assessment windows. The building administrator will be responsible for developing a rotational schedule.

6.6. Data Team Meetings. In order to be in compliance with the Public Act 306 of 2016 (MCL 380.1280f), all elementary teachers (K-5) will be required to participate in grade-level team meetings three (3) times per year at the conclusion of each testing window.

- A. These meetings should be conducted at an agreed upon time with the building literacy team.
- B. All elementary building literacy teams shall include grade-level teachers, reading specialists, building principal, and relevant special population staff members.
- C. Acceptable meeting times are any non-instructional time periods (i.e. before or after school), including common preparation time.
- D. The purpose of these meetings will be to create a growth plan for students performing below grade-level expectations.

6.7. Social Media Usage

- A. Teachers are not required to maintain a social media account for their classrooms.

- B.** Teachers who elect to engage in District related social media activities should maintain a professional account separate from any personal account.
- C.** Teachers should treat professional accounts and communication like a classroom or professional work setting.
- D.** Teachers will be notified of those students whose parents have opted to keep their child's name and image from being distributed via any form of public communication.

ARTICLE 7: RIGHTS OF ADMINISTRATION

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

ARTICLE 8: JOINT RESPONSIBILITIES

- 8.1.** The parties recognize the importance of a quality educational program designed to meet the needs of all students. Changes in the program are effectively made when the Board, Administration, and teachers work in cooperation.
- 8.2.** District committees established to study curriculum and program shall include teachers.
- 8.3.** The organization of the instructional program and curriculum is designed to meet the special needs of all students within the teacher's regular workday. The regular workday shall not be changed if the result would be an expansion of the teachers' work time. The duties of teachers may be altered to meet the needs of students and teachers, provided the teachers are given reasonable flexibility within the program.
- 8.4.** The TEA will use its best efforts to assist the Board with ideas and plan to provide for maximum efficiency in the use of building facilities including change in existing buildings and design of new buildings.
- 8.5.** Responsibility for student achievement is the joint responsibility of teachers, administrators, the Board, parents, the community, and students. Recognizing this, teachers are not solely responsible when a student does not achieve a level of performance determined in advance as a standard.
- 8.6.** In order to maximize the cooperative effort between teachers and instructional aides, teachers who are to be assigned to a new instructional aide shall be notified of the opportunity to be involved in the interview process prior to final selection. To the extent possible, the desires of the teacher shall be a criterion in the selection of the instructional aide. The principal will inform the teacher of their aide's job responsibilities as they

relate to the effective use of the aide. The teacher will likewise be informed of their rights and responsibilities as they relate to the aide.

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

ARTICLE 9: HEALTH AND SAFETY

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

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

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

- 9.2. In emergency situations (i.e., severe weather with the threat of tornadoes, etc.), teachers may leave the building during lunch periods only after receiving permission from the building principal.
- 9.3. Teachers have the right to inspect the building to which they are assigned, its premises, and equipment on their own volition or due to the initial report of possible unsafe and/or unhealthy conditions. The report of an unsafe or unhealthy condition shall be reported in writing to the proper authority. Such report may include suggestions to correct the condition or remove the danger of said condition.
- 9.4. In any case, where a teacher is sued and held personally liable for injuries caused by an unhealthy or unsafe condition in the school building or equipment, the Board will indemnify and hold harmless the teacher against any damages adjudged against them provided the teacher had no knowledge of the condition or had knowledge and reported same in writing to the principal.
- 9.5. Emergency procedures for the District and each building within the District shall be established in the event of heating, ventilation, plumbing and/or power failures. In

addition, procedures for fire, tornadoes, and severe winter weather shall also be established on the same basis. These procedures shall be placed in the Teacher Handbook.

9.6. An electronic version of the Teacher Handbook shall be made available to all staff. In the event that revisions to the handbook occur, staff will be notified.

9.7. Decisions to close the District's buildings or individual buildings shall reflect the safety and welfare of students and teachers and the possibility of continuing the educational program. The Superintendent or designee will contact the TEA President or designee regarding any of the situations referenced above.

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

9.8. The Board shall provide professional development and/or training related to revisions to the District Safety Plan on an ongoing basis.

9.9. The District will develop and maintain a Master Emergency Operating Plan ("EOP") tailored for each building developed in consultation with city and county agencies. The District will provide annual districtwide and individual building training during scheduled professional development.

9.10. Should a teacher be injured during the course of the workday, a teacher is required to report the incident to building administration and complete a provided incident report. The teacher, at their discretion, or at the District's encouragement, may submit to a medical evaluation pursuant to the Michigan Worker's Compensation Statute. Any absence from the workplace under the Michigan Worker's Compensation Statute will not be counted against a teacher's annual leave balance.

9.11. The District will establish an intervention process for escalated student behaviors. A Behavior Support Team comprised of building and/or District staff as needed will assess the situation and will establish a support process to address the student behaviors. Staff will be trained on the established plan.

The District will publish and train staff on the intervention process and procedures annually.

9.12. The TEA and Administration agree that a safe environment supports learning and instruction. To that end, the District has implemented:

- A. Emergency Operation Plans for each building
- B. A District Safety Committee which includes teacher representation
- C. A District Threat Assessment Committee which includes teacher representation

- D. A Director of School Safety
- E. Emergency drills
- F. Ongoing training

Safety procedures will be developed collaboratively with teacher representation on an ongoing basis. Credible school-related threats shall be immediately communicated to staff. The District shall investigate any reports and/or rumors regarding threats/dangerous actions while taking action to protect employees, students, and property.

In instances where student behavior results in a teacher injury, a threat is made against a teacher, and/or a pattern of harassment is alleged, the matter shall be investigated, and the Student Code of Conduct or LARA may be utilized. The impacted teacher(s) and/or caseload teacher(s) who have the student on their roster shall be notified of the outcome of the investigation.

ARTICLE 10: PROFESSIONAL QUALIFICATIONS AND ASSIGNMENT

- 10.1.** All teachers employed by the Board shall have at least a Bachelor’s degree from an accredited college or university and be certified or authorized in accordance with current state and federal law.
- 10.2.** All teachers shall be employed under approved individual contracts based on certification, or annual authorizations, in accordance with the State Board of Education and in accordance with federal and state regulations, and not in conflict with or violation of the Master Agreement.

ARTICLE 11: PROFESSIONAL COMPENSATION

- 11.1. Salary Schedule.** The salaries of teachers covered by this Agreement are set forth in Schedule A. The salaries of early childhood educators covered by this Agreement are set forth in the Early Childhood Educator Salary Schedule (Schedule E).
 - A.** All eligible teachers will advance one full step on Schedule A on the first pay of the 2024 – 2025 school year. All eligible teachers will advance lane(s) on Schedule A according to the provision found in Article 27. All eligible early childhood educators will be placed on the step number of the Early Childhood Educator Salary Schedule (Schedule E) equal to their years of service in the district (or step 10 if possessing greater than 10 years of service), then advance two (2) steps (to a maximum of 10) prior to the first pay of the 2024 – 2025 school year.
 - B.** All eligible teachers will advance one full step on Schedule A on the first pay of the 2025 – 2026 school year. All eligible teachers will advance lane(s) on Schedule A according to the provision found in Article 27. All eligible early childhood educators

will advance one full step on the Early Childhood Educator Salary Schedule (Schedule E) on the first pay of the 2025 – 2026 school year.

C. All eligible teachers will advance one full step on Schedule A on the first pay of the 2026 – 2027 school year. All eligible teachers will advance lane(s) on Schedule A according to the provision found in Article 27. All eligible early childhood educators will advance one full step on the Early Childhood Educator Salary Schedule (Schedule E) on the first pay of the 2026 – 2027 school year.

D. A signing bonus of one thousand dollars (\$1,000.00) shall be paid for all teachers and early childhood educators who worked in the District during the 2023 – 2024 school year to be paid at the payroll period after the ratification. The signing bonus is not reportable to MPSERS.

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

A. It is understood by both the District and TEA the workload with any given Schedule B or C position may change over time. In the event a teacher holding a Schedule B or C position has evidence showing a significant increase in their workload from what was originally negotiated, the teacher may present their appeal to the Professional Relations Committee for consideration.

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

11.4. School Calendar.

A. The school calendars are set forth in Schedule F of this Agreement. For purposes of teacher compensation, the calendars for 2024 – 2025, 2025 – 2026, and 2026 – 2027 shall constitute one hundred eighty-eight (188) days inclusive of the six (6) paid holidays. To ensure provision of the minimum number of days of student instruction as required by MCLA 388.1701, as amended from time to time, days of student instruction may be rescheduled and the necessary modifications to the school calendar will be made.

B. In the event pupil instructional days have been canceled due to conditions not within the control of the Board, the instructional days shall be rescheduled to comply with MCLA 388.1701. In order to make up canceled days, the following days of the school calendar will be instructional days without any additional compensation to bargaining unit employees:

1. The teacher non-instructional day at the end of the first semester (1/2 day of student classes; full day for teachers);
2. The last teacher non-instructional day at the end of the second semester (1/2 day of student classes; full day for teachers);
3. Add up to three (3) days to the end of the student year (full teacher/full student days) without additional pay.

C. Rescheduling Required Instructional Time.

1. If additional days of instruction must be scheduled to ensure compliance with MCLA 388.1701 beyond those days specified in 11.4 B (1), (2), and (3), then such days will be scheduled at the end of the teacher school year, and teachers will be eligible for their daily rate of pay for such days taught. Rescheduled days in 11.4 B (3) and 11.4 C shall be scheduled before the last three (3) half days of the student year.
2. If minutes fall short district-wide, instructional time shall be increased on student half days during the current semester to avoid state aid loss, if reasonably possible. In other situations, the parties will negotiate before scheduling the required time.

D. If MCLA 388.1701 is modified or repealed so as not to require the rescheduling of student instructional days, Article 11.4 of this Agreement shall be null, and void and the following language shall apply:

School Calendar. The school calendars set forth in Schedule F of this Agreement are based on one hundred eighty-two (182) teacher days of work for 2024 – 2025, 2025 – 2026, and 2026 – 2027 plus six (6) paid holidays. The school calendar shall not be modified for the duration of this Agreement unless by mutual agreement.

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

F. For the purposes of this Agreement, per diem rate of pay shall be calculated using a total of one hundred ninety-two (192) days.

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

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

11.6. Compensation for Schedule B assignments shall, at the option of the teacher, be paid in a one-time payment upon completion of the activity, or a two-time payment, half at the midpoint of the activity and the remainder upon completion of the activity for which compensation is being received.

If the coach elects to be paid in two payments, the mid-point payment shall be issued as follows:

<u>Level</u>	<u>Fall Sports</u>	<u>Winter Sports</u>	<u>Spring Sports</u>
High School	Last pay in September	Last pay in January	Last pay in April
Middle School	Last pay in September	Winter 1: Last pay in December Winter 2: Last pay in February	First pay in May

Compensation for Schedule C shall be paid in nineteen (19) consecutive payments consistent with the teacher’s option in Article 11.5, commencing with the third payroll of the school year. Compensation for Schedule D shall be submitted on timesheets

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

11.8. Financial Institution Deductions/Direct Deposits. Financial institution deductions/direct deposits shall be transmitted to the financial institution on the date of the paycheck from which the deduction/direct deposit was made. All teachers shall enroll in direct deposit to a financial institution in the United States.

11.9. Paycheck Payments. The Board agrees to provide a biweekly schedule of payment to the TEA prior to the beginning of the school year. Pay checks shall be issued every other Friday according to the biweekly schedule. If a pay date falls on a contractual holiday, pay checks shall be issued one day earlier.

11.10. Upon written application to the Assistant Superintendent, Employee Services, the Board, or its designee may grant days off without pay.

11.11. Required Teacher Professional Development Days.

A. Required Professional Development. Teachers shall be required to complete a minimum of thirty (30) hours of professional development annually. It is understood and agreed that the minimal amount of required annual professional development shall be in accordance with applicable state law and regulations.

B. The Board will provide professional development for trainings on both new software and new hardware prior to the required implementation. The Board agrees to utilize the bargained calendar when developing annual professional development schedules, including professional development sessions prior to the start of the school year and any scheduled nonstudent days.

C. Professional Development Activities Satisfying the Requirement:

1. Summer workshops provided by the Troy School District.
2. Martin Luther King Day Professional Development Workshop(s) in the Troy School District.
3. Pre-approved out-of-district workshops paid for by the District (No additional compensation shall be paid if the workshop is on a non-workday).
4. Pre-approved out-of-district workshops paid for by the teacher (No additional compensation shall be paid if the workshop is on a non-workday).
5. School year in-services (no guarantees to be scheduled or to attend; no guaranteed number of substitute days).
6. No later than October 1st, the District shall announce the professional development sessions known at that time shall be offered to teachers after school each marking period. Each of these sessions shall be scheduled for at least a minimum of one (1) hour. The District may choose to offer additional professional development opportunities for which teachers may opt to attend.
7. All building meetings eligible for professional development which are known at that time will be posted for each semester prior to the beginning of the semester.

D. Recordkeeping.

1. The teacher must keep a record of professional development and submit the record to the principal for a signature by the last teacher workday of the school year. The teacher will be provided with a signed copy.
2. Staff development in-service attended between the end of the teachers' school year and June 30th can be counted for either the current or successor school year.
3. After the District announces the professional development that shall be offered to teachers, the teachers are to pre-register on the District's professional development management system for the session prior to the day of the scheduled professional development event.
4. All records of professional development including sessions offerings, teacher professional development plans, registrations, and validation will be maintained on the District's professional development management system.

E. Validation Procedures.

1. In lieu of a sign-in validation for attendance, teachers are to complete an online validation.

2. As the State of Michigan transitions all professional learning credit to SCECH's (State Continuing Education Clock Hours), all staff will be required to follow the state process for validation of all professional learning clock hours.

F. Professional Learning.

1. Five (5) half days per year may be allowed for in-service training, workshops, curriculum studies, etc., not including special days as listed in the calendar.
2. The District shall make in-service training on special education issues available to teachers prior to the beginning of the school year.

ARTICLE 12: TEACHING HOURS

12.1. Teaching Hours. Starting and closing times of individual schools will be determined by the Board after due consideration of all relevant factors. These times shall be determined by August 1st of each year, and the TEA shall be so notified.

The total length of a teacher’s work workday shall not exceed seven (7) hours and twenty (20) minutes per day. The workday shall be continuous except as provided for elsewhere in this Agreement. Rotation of late school schedules will be referred to the Professional Relations Committee.

The District agrees no District or building level meetings will be scheduled for the last three hours of the first teacher workday.

12.2. Teachers will be required to be at their designated workstations at least five (5) minutes before the designated starting time of the first class in the secondary schools.

Building Level	Worktime Prior to Student Start Time	Worktime Following Student Dismissal
High Schools	7 minutes	25 minutes
Middle Schools	25 minutes	7 minutes
Elementary Schools	16 minutes	6 minutes
These times are based on current school start and end times.		

The following descriptions guide how the time shall be used outside of instructional time:

Supporting student success examples: Attending MTSS “staffing” meetings, making calls to families, completing student feedback (SRSS), differentiating instruction, collaborating with colleagues to determine supports, and building upon Professional Learning Communities (high school and middle school only).

At the middle and high school levels, the above time may also be used for up to two (2) Professional Learning Community (PLC) sessions per week may be scheduled in

accordance with Article 12.5 by building administration. Teachers shall be given forty-eight (48) hours' notice of all scheduled supporting student success sessions.

Staff meetings and collaboration meetings shall take place outside the seven (7) hour and twenty (20) minute workday.

On a given day, teachers, with the approval of their principal, may leave earlier or arrive later than the designated times.

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

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

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

12.6. Elementary Preparation Time. The Board agrees to provide a weekly minimum of two hundred twenty-five (225) minutes of preparation and conference time for all elementary teachers.

Planning time for classroom teachers (including kindergarten) will be scheduled in segments of at least twenty-five (25) minutes each day whenever possible but will be guaranteed at least twenty-five (25) minutes each day four (4) days a week unless the teacher agrees otherwise. Planning time for special teachers (art, music, physical education, media, Spanish, ESL, etc.) will be scheduled to provide a minimum of three (3) twenty-five (25) minute segments. Remaining planning time will be scheduled in segments of not less than fifteen (15) minutes. The District will make an effort to limit the number of sections per week for special teachers to fifty (50).

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

12.8. Elementary Specials Block Schedule.

The District will make every effort to provide elementary specials teachers access to their classroom before/after school when impacted by seven-section days.

Elementary specials teachers impacted by seven-section days will be provided two (2) half-day (1/2) management days per quarter or two (2) full-days per semester. Scheduling of these days must follow current contract language regarding scheduling of management days per Article 6.5.

The District will ensure band/orchestra room setup and breakdown will occur prior to the band/orchestra class. Band/orchestra teachers will not be responsible for the setup and breakdown of the classroom.

Classrooms used in the evenings and mornings by sanctioned groups will be restored to their original setup by the TSD.

When practicable, the elementary specials schedule will be grouped according to common grade levels (i.e., K/1, 2/3, 4/5).

12.9. Loss of Elementary Prep Time.

- A.** If the total planning time missed by a classroom teacher or a group of classroom teachers within a school building on a given instructional day due to a scheduled specials period not taking place because of the lack of a substitute teacher is ninety (90) minutes or less, then the impacted teacher(s) will be paid for the missed planning time at the appropriate prorated hourly rate for teaching in place of a substitute teacher (Schedule D) upon submission of a completed timesheet.
- B.** If the total planning time missed by a classroom teacher or a group of classroom teachers within a school building on a given instructional day due to a scheduled specials period not taking place because of the lack of a substitute teacher is greater than ninety (90) minutes, then the impacted classroom teacher(s) will be provided with substitute teacher coverage to allow them to make-up the missed planning time. A concerted effort will be made by the building principal to arrange for this substitute teacher coverage within five (5) working days from the date the planning time is missed.
- C.** Where the planning time is missed due to the absence of a specials teacher arising after the specified time for reporting a daily absence, then the specials teacher whose absence led to the missed planning time of the other teacher(s) will need to create a lesson plan that can be used by the substitute teacher for the purpose of Article 12.9.B above.
- D.** When the planning time is missed due to the appropriately reported absence of a specials teacher because a substitute teacher for the specials teacher was either not secured or re-assigned by the District to cover another teacher absence, then the

lesson plans to be used by the substitute teacher for the purpose of Article 12.9.B above will be drawn from a common bank of specials lesson plans which will be developed by two (2) specials teachers within each specials area. This common bank of specials lesson plans will be maintained on the District's electronic shared folder, and a paper copy will be maintained at each elementary building. The specials teacher who develops these lesson plans will be paid for this work at the curriculum rate of pay (Schedule D) for a maximum of three (3) hours.

12.10. Staff Member Death. Whenever a teacher or principal dies, the District shall provide substitutes for up to 80% of the teachers requiring substitutes in the affected building to permit those teachers to attend the funeral. In buildings where more than twenty-four (24) teachers require substitutes and more than twenty (20) substitutes are needed, the District will provide at least twenty (20) substitutes and will make a good faith effort to obtain additional substitutes. Persons in other buildings wishing to attend said funeral will request permission from the building principal. Permission will be granted, as long as substitutes are available without time loss from leave days.

12.11. Lunch Period, Elementary. All elementary teachers shall be guaranteed a duty-free, uninterrupted lunch period of forty (40) minutes per day. In the event a teacher has not had a forty (40) minute lunch period, they shall be excused immediately after school by the principal. Teachers are not required to stay in the building during their lunch period.

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

12.13. Elementary Recess Procedures. The standard procedure shall be a fifteen (15) minute morning and fifteen (15) minute afternoon recess, but an individual school may choose to alter this by agreement of staff and principal. Recess period does not apply for the morning or afternoon that a particular class has physical education instruction, except in those cases where a teacher believe it to be in the best educational interests of their students. In this situation, the individual teachers shall supervise their own recess period. A rotational duty schedule will be arranged so that teachers will supervise a minimum of two (2) classes at one time. Teachers may volunteer to take their own classes to recess, and, therefore, will not be placed in the rotational schedule. A teacher who is not supervising recess shall not be assigned any other duty at that time.

12.14. It is recognized by the Board and the TEA reasonable grade level, departmental, school improvement, and general faculty meetings are a necessary and integral part of the professional duties of teachers. One of the two hours per month shall be scheduled for collaboration as determined by each building's instructional leadership team in conjunction with the building principal or building supervisor. All collaboration meetings shall be eligible for State Continuing Education Clock Hour (SCECH) credit.

The remaining one (1) hour per month shall be reserved for general faculty meetings.

Faculty suggestions for general faculty meeting agenda items may be forwarded to the building administrator no later than five (5) school days prior to the meeting date. Exceptions to this deadline and the twenty-four (24) hour administrative agenda deadline will be considered for time-sensitive or emergency topics.

During the continuous improvement review process, up to one (1) hour of the two (2) allocated hours for general faculty or collaboration meetings may be used per marking period for the continuous improvement review process. During the year of an external visitation, up to one (1) additional hour per month may be used exclusively for NCA visitation activities. Every effort will be made not to schedule meetings on designated half-day workdays, on two (2) consecutive days, on Fridays, or days preceding a vacation, recess, or holiday period.

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

12.15. To promote student success, professional responsibilities beyond the contractual workday may include individual student support meetings. These individual student meetings are defined as meetings to support student success. Referring a student to MTSS or meeting with colleagues and/or parents are examples of an individual student support meetings that may fall outside of the contractual workday. Teachers will not be required to attend more than six (6) meetings over the course of the school year. These meetings shall not exceed thirty (30) minutes in duration. Should it be necessary for a teacher to attend more than six (6) individual student support meetings during the school year, the teacher will fill out the log sheet located in Appendix 4 and be compensated at the Schedule D rate (\$30 per hour). To receive payment, the log sheet must be submitted prior to the end of the school year. These meetings are not building or staff meetings; instead, these meetings are scheduled to assist with an individual student's unique needs.

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

12.17. With the approval of the special education director, school psychologists and social workers shall be allowed to adjust their workday to provide compensatory time for meetings with parents outside their normal day.

ARTICLE 13: CLASS SIZE

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

- A. It is recognized by the Board and the TEA the pupil-teacher ratio is an important aspect of an effective program. Therefore, they agree every effort will be made to keep class sizes at acceptable numbers as dictated by the financial conditions of the District, the building facilities available, and the best interests of the District as deemed administratively feasible.

- B. Every effort shall be made to equalize loads throughout the building at each particular grade level. By the second Friday of the school year, these loads shall be equalized.

- C. It is the recommendation of both the Board and the TEA classroom assignments shall be based upon the following considerations:
 - 1. Physical size of the classroom
 - 2. Set maximums at a grade level
 - 3. Normal size of the grade level students

- D. Class Size Maximums

Elementary	Maximum Students	Note
Preschool	(See Note)	According to State or Federal guidelines, whichever is lower.
Kindergarten	26 (27*)	Split classes prohibited; 27=\$80/marking period for each student in excess of 26 divided evenly between the TEA College Contribution Fund and teacher or .5 aide
First, Second	28 (30*)	29, 30=\$80/marking period for each student in excess of 28 divided evenly between the TEA College Contribution Fund and teacher or .5 aide
Third, Fourth, Fifth	29 (30*)	30=\$80/marking period for each student in excess of 29 divided evenly between the TEA College Contribution Fund and teacher or .5 aide
Art, Vocal Music, Physical Education, Media	30	
Split Grade Classrooms**	(See Note)	80% of max for lower grade level
Ungraded Primary	(See Note)	80% of max for lower grade level

*The District shall retain flexibility to address an overcrowding situation by transferring some students within the building or to another building, or hire an additional teacher, using rooms available in existing facilities.

**A split grade classroom in two consecutive grades (i.e., first and second, fourth and fifth) in the same classroom.

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

A. Class Size Maximums

Level	Maximum Students	Note
Middle School 6-8	30	
Exceptions:		
Computer	28	
ESL	25	
World Language- full year	28	
World Language-exploratory	28	
Home Living	24	Or number of lab stations, whichever is fewer
Industrial Education	24	Or number of lab stations, whichever is fewer
English, Language Arts and Reading	30	All classes must average 26
Music	(See Note)	100-199 students/day=1 sectional; 200+ students/day=2 sectionals
Physical Education	33	
Science	28	Or number of lab stations, whichever less
Counselor Caseload	400	Contribution of \$500 per semester if caseload goes over 25 after count day will be divided evenly between the TEA College Contribution Fund and counselor
High School 9-12	30	
Exceptions:		
Advanced Placement	25 (30)	26-30=\$80/marking period divided evenly between the TEA College Contribution Fund and teacher for each student in excess of 25
Computer	26	
ESL	25	
English, Reading, Language Arts	30	All classes must average 26
Exceptions:		
Basic English –Level 1	15	
Basic English- Level 2	21	
TV Production	26	
World Language	28	
Home Economics	24	Or number of lab stations, whichever is fewer
Exceptions:		
Marriage & Family Life	30	
Child Growth & Development	30	
Housing and Home Furnishing	30	
Stitchery	30	
Singles Survival	30	
(additional exceptions need approval of secondary curriculum committee)		
Music	(See Note)	100-199 students/day=1 sectional; 200+ students/day=2 sectionals
Physical Education	36	
Progressive Learning Support (PLS)	21 (23)	(22-23) = \$80/marking period divided evenly between the TEA College Contribution Fund and teacher for each student in excess of 21
Science	24	Or number of lab stations, whichever is fewer
Social Studies – basic	25 (30)	26-30=\$80/marking period divided evenly between the TEA College Contribution Fund

		and teacher for each student in excess of 25
Vocational Education	24	Or number of lab stations, whichever is fewer
Counselor Caseload	400	Contribution of \$500 per semester if caseload goes over 25 after count day will be divided evenly between the TEA College Contribution Fund and counselor.

*The class size overage fee will be paid each quarter the overages occur during the second pay of each quarter.

B. English and Reading Classes (6-12)

1. Teachers shall be responsible for grading no more than one hundred thirty (130) students. For teachers who do not teach English classes full time, the daily student totals shall be as outlined below:

Number of English classes	Maximum number of students for which the teacher is responsible for grading
1	26
2	52
3	78
4	104

Example: 4 English + 1 Social Studies = 134 students

2. In grades 6, 7, and 8, when an English class is combined with any other departmental class for the purpose of team teaching, an aggregate maximum of no more than fifty-six (56) students shall be scheduled into the two (2) classes.

C. All high school counselors shall evenly participate in a thirty minute (30) extended day coverage to support student needs. There shall be one (1) counselor scheduled each day Monday through Thursday to provide this coverage. The assigned counselor will stagger their report time by thirty (30) minutes on their extended day. The counseling department will propose a staggered day schedule to the building administration for the school year.

D. Maximum Enrollments. When any class in a school reaches the maximum number of students, the Administration with the TEA will formulate plans for handling the first enrollee over maximum. The following shall be used as criteria in solving the overcrowding situation:

1. Transfer students:

- a. Within the school
 - b. To another building
2. In the event of an emergency (defined as a situation which cannot be resolved by the above procedures) the planned maximum may be exceeded by one (1) pupil. When this situation occurs, one thousand dollars (\$1,000.00) per semester will be divided evenly between the TEA College Contribution Fund and teacher per occurrence.
3. Hire an additional teacher, using rooms available in some other community facilities if necessary.
4. Either party to the master agreement may request a meeting to discuss alternative methods to Article 13.2.D.1-3 above. In this situation, the parties shall meet and discuss alternative methods such as, but not limited to, those listed below, recognizing for teachers covered by the Tenure Act, since all listed alternatives involve teacher placement, the remedy is solely within the authority of the Board of Education:
 - a. Voluntarily increasing shared time or part-time/part-time assignments.
 - b. Recall of a laid-off teacher, which may possibly necessitate the involuntary transfer of a teacher(s).
 - c. Voluntary assignment of a sixth teaching period in the secondary buildings. Pay shall be equal to one-fifth (1/5) of the teacher's pay rate.
 - d. The voluntary assigning of a sixth teaching period in the secondary may be accomplished after the following criteria have been considered:
 - I. Availability and district-wide seniority within the department of the affected building.
 - II. The number of sixth period class assignments the teacher has taught in past years.
 - III. Teacher possesses the contractual requirements for teaching said course.
 - IV. In the case of a full year course, the overage will be offered as a full year option to one (1) teacher before being offered to two (2) teachers as separate semester overage classes.
 - V. Any other criteria upon which the parties agree.

The intent of Section 4 is to allow the parties the opportunity to discuss and agree upon alternative methods of handling an overload of students at the secondary level, and to give teachers rated Effective an equitable opportunity to teach a sixth period.

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

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

F. Every effort shall be made to equalize class sizes of like sections in the same department.

ARTICLE 14: TEACHING CONDITIONS

14.1. A high school teacher shall not be assigned more than five (5) classes per day totaling two hundred ninety-five (295) minutes, and a middle school teacher shall not be assigned more than five classes per day totaling two hundred ninety-five (295) minutes. Secondary teachers will have a preparation period of the same length as one of their class periods each day. The class periods will range between fifty-five (55) and sixty (60) minutes in duration. In the event the Board increases the passing time at secondary, the increased time shall be taken from the class period.

Middle schools may have an advisory period not to exceed twenty-eight (28) minutes. Advisory shall take place up to once per week during the school year when five (5) school days are scheduled that week. During advisory days, the twenty-eight (28) minutes of advisory will count toward the two-hundred ninety-five (295) minutes of instructional time. During advisory days, all six (6) classes will meet and classes will be no shorter than fifty (50) minutes in length.

A joint committee of TEA members and District representatives will meet to select the curriculum for the advisory (by level) and determine the meeting cadence (annual calendar) for advisory (by level).

Reading practitioners shall have two (2) non-student periods. Middle school reading support teachers shall have one non-student period. A maximum of ten (10) half-days of guest teacher support, as determined by the teacher, will be provided to each middle school reading support teacher for student testing annually.

Building Restructuring. A building principal may convene a building committee for the purpose of restructuring. The building committee may submit recommendations for restructuring in the building to the Superintendent (or Superintendent's designee) and the TEA Executive Board for approval. The Administration and the TEA shall appoint

equal number of members to the building committee. If approved by the Superintendent (or Superintendent's designee) and the TEA Executive Committee, the recommendation shall be submitted to a vote of the regular TEA members working in the building on at least a half-time basis (.5 FTE). If at least seventy-five percent (75%) of the teachers who vote approve the restructuring recommendations, the recommendations shall be implemented at the beginning of the next school year, unless otherwise agreed by the Superintendent (or Superintendent's designee) and the TEA to implement the restructuring at a different time. Unless otherwise agreed, these changes shall remain in effect for at least the duration of one school year.

These changes shall remain in effect for subsequent school years, unless disapproved by the Superintendent (or Superintendent's designee) or the TEA in writing by April 1st of the preceding school year. At the request of either party made before February 1st, the restructuring changes may again be submitted to a vote of the regular TEA members working in the building on at least a half-time basis. Such a vote shall be completed by March 15th. It is understood and agreed that any restructuring changes under this provision shall not address salaries, benefits, or teacher performance. It is also understood because the restructuring contemplated by this provision changes the contract, the vote shall be conducted by the TEA.

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

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

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

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

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

14.6. Multi-building Assignments (Elementary). Elementary special subject teachers (music, art, physical education, Spanish, and ESL) will be provided twenty (20) minutes to travel between schools up to 4.9 miles apart; twenty-five (25) minutes to travel between schools 5-6.9 miles apart; and thirty (30) minutes to travel between schools more than seven (7) miles apart. Distances between schools will be prescribed on the district mileage charts. Two (2) designated parking spaces shall be reserved near the main entrance of each elementary school for traveling teachers. These spaces shall be adjacent to one another and clearly marked with vertical, posted signage.

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

14.8. Early and Late Building Assignments. A teacher whose regular assignment to a combination of early and late start buildings results in them working beyond the contractual workday as defined in Article 12.1 shall receive three hundred fifty dollars (\$350) per semester these circumstances exist. However, this payment shall not be made to such teacher unless they have brought these circumstances to the attention of their "home" building principal within thirty (30) calendar days of the start of the semester and/or if the "home" building principal otherwise resolves these circumstances within ten (10) calendar days of such notification. An elementary specials teacher who works additional time on scheduled half days of student instruction due to being assigned to a combination of early and late start buildings shall receive one hundred fifty dollars (\$150) per year. Any such payments made to teachers under this provision shall be made in a lump-sum payment in the last regular paycheck issued in June of the teacher's school year.

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

A. Secondary counselors may be required by the building administrator to interact with the students in the school cafeteria during lunchtime. Counselors will not be required to monitor or supervise lunch procedures during this time. The counselors may leave the school cafeteria to meet privately with a student when in the counselor's judgement the student's needs will best be served by a private conference.

B. Each secondary building shall have additional paid office help at semester ends to aid teachers. Individual buildings will arrange scheduling of this additional help as

mutually agreed to by the principal, the staff of the building, and the Employee Services Department.

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

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

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

- A. Purchase orders for supplies and equipment ordered by the teachers for the current school year shall be issued by the Board within twenty (20) calendar days from the date of submission of a requisition to the principal, except for those items that are placed out for bid.
- B. Delays in shipping and placing of an item for bid shall be reported to the teacher by the building principal as soon as they become aware of delay. Supplies and equipment ordered by a teacher for the ensuing school year shall be in the classroom September first unless a delay occurs, and, in that event, the teacher shall be so notified by the building principal on the teachers' first workday.
- C. The Board agrees basic resources for teaching include, but are not limited to, access to: power, water, functioning restrooms, soap, Wi-Fi, working copy machines and toilet paper. In the case of loss of basic resources, the staff member shall notify the immediate supervisor if necessary. Every attempt shall be made to restore basic resources. In the event the TSD chooses not to close a building for one of the above listed reasons, instruction will continue, however, it is understood the delivery may

need to be modified. In the event of a power outage or loss of Wi-Fi, staff will not be observed for the purpose of instructional evaluation.

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

14.13. In-service Training.

- A. Five (5) half-days per year may be allowed for in-service training, workshops, curriculum studies, etc., not including special days as listed in the calendar.
- B. The District shall make in-service training on special education issues available to teachers prior to the beginning of the school year.

14.14. Student Reporting Committee.

- A. For all student reporting changes and revisions, a Student Reporting Committee comprised of teachers from all affected grade levels, departments, and/or groups shall be established. The committee will be comprised of up to three (3) TEA representatives as appointed by the TEA and at least one (1) elementary teacher from each affected building or at least two (2) high school teachers and one (1) elementary teacher from each affected building. In addition, teacher representatives from special education, ELD, elementary specials, and any other departments deemed necessary shall be invited to participate on student reporting committees.
- B. The Student Reporting Committee shall be a standing committee. The Student Reporting Committee will meet at least once a year to determine the validity of the reporting document, assess if the reporting document aligns with the TSD-provided curriculum, and address any student reporting issues.
- C. The Student Reporting Committee will work with a facilitator (i.e., Curriculum Specialist) to determine the most effective method of communicating student progress to parents. This committee will be charged with the duty of creating and/or revising any student reporting instruments. In addition, the Student Reporting Committee will determine the most effective means to provide professional learning in relation to a change in student reporting, including any professional learning needs in technology that supports student reporting.
- D. The Student Reporting Committee will collaboratively design and approve all timelines for professional learning and the roll-out of any changes in reporting methods.
- E. In the event of a change in the student reporting instrument, the District shall make every effort to provide all affected teachers with a copy of the new student reporting instrument prior to the first student day.

14.15. Student Reporting Tools. Any new evaluation tool, such as report cards, shall be reviewed by a committee at that level.

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

14.16. Elementary Student Reporting.

- A. All elementary teachers (K-5) shall conduct two (2) reportings per year. These reportings shall be aligned with the end of the semesters.
- B. Comments shall be required on all reportings.
- C. The TEA may request the Student Reporting Committee be convened to address potential topics related to the reporting tool. The district may choose to address the topics in any of the following ways:
 - 1. Convene Student Reporting Committee
 - 2. Address issue through the Professional Relations Committee process
 - 3. Convene meeting with representatives of the Teaching and Learning Department.

14.17. Secondary Student Reporting and Communication.

- A. Secondary teachers shall report student academic progress via Schoology.
- B. At a minimum, teachers will post their course syllabus/expectations including course outline, grading policies, and major assignment due dates (any assignment reasonably predicted to consist of more than 15% of a student's marking period grade) on Schoology.

- C. Teachers will maintain and update grades on Schoology so the grades will be current within 2 school days following the conclusion of approximately the 3rd, 6th, and 10th week of each card marking.
- D. The Schoology report shall contain all relevant information so the students/parents shall have access to the student's current overall grade and the grade for each assignment that counts towards the student's current grade for the course.
- E. Teachers shall use Schoology for one-way student-to-student communication and teacher-to-student communication as a way of keeping students and parents informed about major, significant events specifically related to the course.
- F. Teachers are encouraged but not required to share resources with colleagues using the collaborative, digital space within Schoology.
- G. The District shall provide ongoing professional development specific to Schoology as may be necessary and/or upon reasonable request.

14.18. Progress-Updates. If a student has been identified by the school psychologist, social worker, counselor, or administrator as needing special attention, an arrangement can be made to provide more frequent progress-updates. Furthermore, it is recognized grades may be required for certain students earlier than the timelines established, and the teachers agree to cooperate and submit grades earlier under these special circumstances (examples of special circumstances include student moving, scholarship consideration, and admission to college).

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

14.20. Responsible teaching shall be encouraged for all teachers who shall exercise such responsibility within the framework of the curriculum, school policies, good judgement, and common standards of decency which shall prevail at all times. Within these guidelines, the teacher is encouraged to teach the student in the best manner of which they are capable.

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

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

14.23. All teachers and the TEA Office shall have electronic access to their building's handbook(s) and work rules. Also, the District Board Policy book will be available on the District's website.

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

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

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

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

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

14.27. The principal, with the consent of the counselor, may request Central Office approval so a counselor be allowed to work up to two (2) weeks during the summer break. If the counselor does work during summer break, they shall be paid their daily rate of pay for each day worked.

14.28. When locker rooms cannot be supervised by teacher staff, adult supervision will be provided by the Board.

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

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

14.31. Recording of sound and/or images of TEA members performing regular daily duties during the seven- (7-) hour and twenty- (20-) minute teacher workday will not be broadcast on cable television unless the TEA member signs the cable release form.

ARTICLE 15: SPECIAL POPULATIONS

15.1. Inclusion/Special Education/504/ELD.

- A. The student age range in a classroom and/or caseload shall not exceed the state/federal regulations, rules, or guidelines. Special education class size maximums shall be as provided in applicable federal and state statutes and the applicable administrative rules for special education.
- B. Reasonable efforts shall be made to equalize or balance the numbers of Special Education, 504, and/or ELD students in like classes.
- C. Placement of special education students need not be equalized, and class sizes may be adjusted as deemed appropriate, provided the impacted teacher(s) and building administration agree, and there is no increase in building staff allocation.

15.2. Inclusion Professional Development/Communication.

Teachers will be notified at least two (2) weeks prior to the start of the school year if they have students on their class roster that require an Individualized Positive Behavior Support Plan.

The Board shall provide in-service training and orientation for general education and special education teachers regarding practices to be used with students who are included in general education classes. The in-service training and orientation will be provided prior to the first student day of the school year. The in-service training and orientation shall include, but not limited to, a clarification of the teacher's responsibilities as they relate to grading, instruction, and communication with parents and support personnel.

- A. Teachers shall be provided written guidelines as to the law, District policy, and appropriate persons to contact regarding inclusion and special education.
- B. General education teachers shall be informed regarding the nature of a special education student's disability placed in their classrooms.
- C. No later than the second week of the school year, general and special education teachers shall be provided through the student information system:
 - 1. Names of students identified as special education, 504, ELD, and the identity of the primary case manager.
 - 2. Required resources/materials as per the IEP of any student placed in the class of the general education teacher.
 - 3. IEP mandated training.

4. Present level of academic achievement and functional performance (PLAAFP) as recorded in the IEP.
5. Supplementary aides and services (SAS) as recorded in the IEP.
6. The behavior intervention plan (BIP) as necessary.
7. The “504 Accommodation-At-Glance” information.

D. Special education shall coordinate their leadership hours to attend changes of building level meetings (“move-up meetings”). When issues with logistics or teachers’ schedules occur, special education teachers shall meet with their building principal to ensure adequate substitute coverage to attend the building level meetings.

E. General education teachers will:

1. Consult with PCM/504 coordinator/ELD regarding appropriate instructional and behavior support strategies.
2. Collaborate with PCM/504 coordinator/ELD teacher concerns regarding special population student performance when concerns arise.
3. Collaborate with PCM/504 coordinator/ELD teacher on strategies to improve student performance.
4. Collaboratively plan with any special education teacher in a co-teaching environment.
5. Regularly monitor and document progress of the special education students in their general education courses.
6. Participate in IEPT/504 meetings when invited.
7. Access and review student information outlined in Article 15.2.C.
8. Implement SAS as required per the IEPs of students in their classes.

F. Special education teachers will:

1. Collaborate with general education teachers regarding content delivery.
2. Communicate with general education teaching staff regarding appropriate strategies, materials, accommodations, and supports for special education students.
3. Work collaboratively with the general education teacher(s) to determine the essential course objectives for special education students who require a modified curriculum.

4. Regularly monitor and document progress of their caseload students in general education courses.
5. Work collaboratively with general education teachers to implement SAS for student achievement, record IEP progress on quarterly reports, and progress towards IEP goals and objectives in determining appropriate grading.
6. Document SAS provided by the special education teacher, document progress towards IEP goals and objectives, and record IEP goal progress on quarterly reports.
7. Ancillary staff must document SAS provided, document progress toward IEP goals and objectives, and record IEP goal progress on quarterly reports.
8. Document contact time, services provided, record IEP progress on quarterly reports and progress towards IEP goals/objectives.
9. Support their caseload with assistance on general education assignments, projects, and test preparation as needed to ensure that the IEP is implemented fully and that adequate progress is achieved on IEP goals.
10. Assist general education teachers in implementing IEP required supplementary aids and services and accommodations/modifications as appropriate. This assistance could include, but not be limited to reading assignments/assessments, providing an alternate location for testing, or extended time on assignments/assessments.
11. Be primarily responsible in communicating their caseload students' IEP progress with parents/families.
12. Be assigned to teach in a resource room classroom setting, co-teaching environment, and/or special education categorical program classroom as assigned by administration.
13. For primary case managers:
 - a. Be responsible to monitor IEP implementation for all caseload students.
 - b. Report concerns to administration.
 - c. Notify general education teachers of changes to a student IEP and/or BIP within forty-eight (48) hours.

15.3. Individual Education Plans (IEP) & 504 Plans.

- A. Teachers shall be relieved of teaching duties during their involvement in diagnostic interpretations meetings. Teachers required to attend IEPC/504 meetings shall be relieved of teaching duties during their involvement in said meeting.
- B. Administration will advise building principals regarding replacement of teacher participants at IEP meetings.
- C. If special education teachers cannot arrange meetings with ancillary staff, teachers are to contact special education administration, who will arrange for ancillary staff participation.
- D. PCM shall make a reasonable effort to invite a general education teacher on the student's schedule to an IEP meeting where the general education teacher's professional certifications align with the student's area of disability.

15.4. Health Care Needs of Special Education Students.

- A. All needs of students who require specialized durable medical equipment will be provided appropriate equipment as mandated by the IEP. The equipment will be ordered as soon as possible. Should a student move-in mid-year, the appropriate specialized durable medical equipment shall be provided.
- B. Students required to take prescribed medications during the school day should be given those medications by a trained staff member who has the knowledge and skills to administer or assist in the administration of medication to students which are necessary to maintain the student in school and those needed in the event of an emergency. These guidelines do not prohibit any school employee from providing emergency assistance to a student.
- C. When a special education/medically fragile student requires special restraints, procedures, or accommodations outside what is reasonable expected within the traditional classroom, general education and special education teachers who provide services to these students; shall be provided with appropriate and necessary training in order to provide services in compliance with such students' IEPs.

15.5. Year-Round Early On Intervention Service Program and Assignments.

- A. Teacher(s)/ancillary staff teachers will work the contractual number of teacher days and/or hours based upon their FTE status and fulfill all contractual obligations, such as attendance on and participation in professional development, record days, and staff meetings. The teacher(s)/ancillary staff will be required to attend child team meetings and to be in attendance on evaluation days.
- B. Early-on intervention team(s) could be comprised of the following teachers based upon the needs of the particular student: an early intervention teacher, a speech and language therapist, a social worker, and/or a school psychologist.

- C. The required student days and/or student service hours for these teachers shall be spread over the calendar year (July 1st – June 30th). There shall be a maximum of ten (10) workdays for these teachers in the summer.) All days worked in the summer, including meeting days and child service days will be made up/compensated in the upcoming school year in the form of “flex days”. The make-up/compensated days shall not be taken on the day immediately before or the day immediately following the winter or spring break periods.
- D. If there is an unscheduled school or building closure (i.e., snow day, power outage, and/or any other reason) during one of the make-up/compensated days, then the day shall be rescheduled by the teacher. While the preference is for make-up compensated days to be taken as scheduled days off during the school year, if unforeseen circumstances do not permit for all of these days to be scheduled, then a teacher/non-certificated teacher shall be compensated at their per diem rate for these days.
- E. A teacher/ancillary staff member may also elect to be compensated at their per diem rate for these days up to five (5) days, and/or they may opt to accumulate flex days for use during the next school year.

15.6. Categorical Classroom Communication Procedure. If the special education teacher in the specialized or categorical classroom has concerns about a student’s placement or performance in the classroom, the following lines of communication are available to allow dialogue regarding the concern as follows:

- A. Discussion with other staff members of the IEP team
- B. Discussion with the building principal
- C. Discussion with special education supervisor
- D. Discussion with special education director
- E. Meeting with appropriate grade level Deputy or Assistant Superintendent
- F. Meeting with Superintendent

At each level, the parties shall attempt to resolve any issue regarding outstanding concerns.

ARTICLE 16: TRANSFERS

16.1. Decisions regarding the placement and/or assignment of teachers shall be made on the basis of the best interest of the District, as well as the certification, qualifications, and effectiveness of each respective teacher.

- A. Length of service or tenure shall not be used as the sole factor for decisions regarding placement and/or assignment of teachers. Length of service or tenure may be used as a tiebreaker if a decision regarding placement and/or assignment of teachers involves two (2) or more employees and all other factors distinguishing those employees from each other are equal.
 - B. Qualifications shall be defined to include, but not limited to, an individual's: areas of certification, level of degree attained, type of degree attained (major, minor, or area(s) of focus), relevant previous experience, grade level of relevant experience, relevant classes or training, rating, effectiveness and overall performance as a teacher, previous disciplinary history, or any further factors stated in these regulations which places conditions upon the placement and/or assignment of teachers.
 - C. Assignments of teachers are within the discretion of the Superintendent or administrative designee. However, Administration may use factors to place teachers in what it deems is in the best interests of students. By way of illustration, not limitation, the following factors may be used:
 - 1. The teachers' prior year evaluation;
 - 2. The recency by which a teacher taught the subject area or grade level;
 - 3. Whether the teacher was previously on an IDP in the previous school year or the last time the teacher taught the subject area or grade level;
 - 4. The teacher's discipline history;
 - 5. The teacher's attendance history, excluding absences allowed pursuant to state or federal law;
 - 6. Relevant and specialized training; and
 - 7. Significant, relevant accomplishments and contributions to the School District.
- 16.2.** Insofar as possible, teachers shall be assigned to teach in their area of specialization, and teachers' desires and opinions shall be taken into consideration regarding changes in assignment in the various grades, but all placement and assignment decisions are within the sole discretion of the District. All decisions pursuant thereto shall be final.
- 16.3.** Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall only be assigned in accordance with all state and federal laws and regulations regarding certification and qualification requirements.
- 16.4.** The District may amend, revise, or set additional qualifications, certifications, or endorsements for open/vacant positions as they become open/vacant.

16.5. It is the teacher's sole responsibility to maintain their certification and to promptly provide written documentation of the certification, endorsement, and/or qualification status to the Employee Services Department.

16.6. All teachers shall receive a written tentative assignment by the last full student day. The written tentative assignment shall be provided to the teacher using the memorandum template located within Appendix of the collective bargaining agreement.

Tentative assignments are subject to change. In the event a change in assignment occurs after the last full student day and prior to the beginning of school in the fall, knowledge of this transfer shall be sent to the teacher in writing to both their professional and personal email addresses.

If a tentative assignment is pending, a building administrator shall contact the teacher directly to explain the reason for the delay and provide an updated timeline for tentative assignment notification. This direct point of contact shall take place by the last full student day.

Teachers affected by assignment changes after the last full day of school shall be notified as soon as practicable. Nothing in this section shall limit the District's authority to make changes in assignments at any time.

A. The School District shall determine the number of positions needed for each school year.

B. The School District shall determine the qualifications/certifications for each position, in compliance with relevant law.

16.7. Requests for transfer for the ensuing school year must be made in writing to the Department of Employee Services prior to March 1st.

A. A classroom teacher may apply for a transfer to another classroom position for which he/she is properly certificated and qualified.

B. Transfer requests shall only remain on file for a period of one year.

16.8. When it is determined an involuntary transfer of a teacher is in the best interest of the District the teacher shall be notified as soon as possible and may upon request be given the reasons for said transfer.

A. A teacher shall not be involuntarily transferred three (3) consecutive years, other than where such an involuntary transfer is necessary to avoid a teacher traveling between buildings or to prevent a layoff or to facilitate a recall of a teacher from layoff. These circumstances shall be discussed with the Professional Relations Committee.

B. A teacher who has been involuntarily transferred in building, and/or level (K-2/3-5 in elementary school), and/or majority department assignment (in secondary) shall

communicate to their building principal that the move is an involuntary transfer. This is intended to be notice for the purposes of recordkeeping and shall not interfere with the implementation of the involuntary transfer.

16.9. Any teacher who has been involuntarily transferred shall be given consideration for return to the position from which he/she was involuntarily transferred when it becomes vacant, subject to the following:

- A. The involuntary transfer was not for disciplinary reasons.
- B. The teacher must have been rated as Effective or Highly Effective (or Effective after July 1, 2024) in the position he/she was involuntarily transferred from for the school year directly preceding the involuntary transfer.
- C. A written request to return to the position from which the involuntary transfer was made was filed with the Employee Services Department office by March 1st.
- D. All required certification and qualifications for that position have been maintained.

16.10. A teacher returning from a leave of absence shall be offered a position commensurate with his/her training, experience, and certification. A specific position in a specific school cannot be guaranteed on return from a leave of absence, but reasonable effort shall be made to return the teacher to his/her original position.

16.11. When the leave of absence expires during a school year, every effort shall be made to place the teacher in an appropriate position as soon as such a position is available.

Transfers and Placement for teachers and ancillary staff not covered by the Tenure Act are provided within Article 38.

Transfers and Placement for Early Childhood Educators are provided within Article 36.

ARTICLE 17: SENIORITY

17.1. Seniority is based on date of hire minus time spent on unpaid leave of absence, except for health and military leaves. Seniority is lost when employment as a teacher is terminated. Date of hired is defined as most recent first day of work or date of teacher signing first contract, whichever is first. In case of equal seniority, teacher seniority placement shall be determined by a one-time drawing among teachers tied with each other. The time and place of drawing shall be determined by the TEA and Board and announced to all teachers. The first name drawn shall rank ahead of the second, the second ahead of the third, etc.

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

- 17.2. Unpaid leave of absence shall be deducted in monthly multiples from the teacher's accrued seniority.
- 17.3. To receive seniority credit for a month, a teacher must work until on or after the fifteenth (15th) of the month or return to work on or before the fifteenth (15th) of the month.
- 17.4. Should the fifteenth (15th) of a month be a non-scheduled workday the teacher must work the last scheduled workday prior to the fifteenth (15th) of the month or return the first scheduled workday after the fifteenth (15th) of the month.
- 17.5. Seniority credit shall be earned at the rate of ten (10) months per year. To earn credit for a month, the provisions of Article 17.3 and Article 17.4 shall apply.
- 17.6. A teacher who becomes a member of the Administration shall retain previous seniority but shall not accrue seniority while not in the teacher unit.
- 17.7. An updated seniority list shall be provided by October 1st on a yearly basis.
- 17.8. A substitute who is hired to replace an absent teacher and is ultimately placed under contract for the position shall have a date of hire as the first day in the assignment.
- 17.9. When a teacher's absence due to injury or illness exceeds forty (40) consecutive days beyond the accumulated sick leave, the experience credit for these excess days shall be deducted on the basis of the closest tenth of a year.

ARTICLE 18: LEAVE PAY

- 18.1. **Annual Leave.** Fourteen (14) leave days per year shall be allowed, without loss of pay, for the following reasons:
- A. Personal illness.
 - B. Serious illness in the immediate family, which includes spouse, children, and the members of the employee's household, parents and foster parents of employee or spouse, and brothers and sisters of the employee.
 - C. Death of a relative.
 - D. A teacher may use a maximum of twenty (20) days from their accumulated annual leave for the purposes of adoption. In instances involving international adoption where travel outside of the United States is required, a teacher may use a maximum of thirty (30) days from their accumulated annual leave for the purpose of adoption.
 - E. Four (4) of the fourteen (14) annual leave days may be used for personal business, not including activities for pleasure.

F. The teacher may borrow in advance from the following year's annual leave allowance by executing a promissory note through the TEA in favor of the School District, said note to be co-signed by the TEA. The teacher may borrow a maximum of seven (7) days from the following year's annual leave allowance.

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

18.3. Absence from a Paid Workday. When an employee is absent on an in-service day or other paid workday, they shall not receive their salary and may be subject to penalties for such day unless their absence is covered under the preceding paragraphs of this article or other articles of this Agreement.

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

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

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

A. Absence in non-school-related court appearances may also be paid and charged against leave days with administrative approval.

B. If a teacher must serve on jury duty, they will be paid the difference between their jury pay and their regular pay, without loss of leave days.

18.7. Absence due to illness resulting from contact with children at school, if the contagious contact can be traced, will be paid for without deduction from sick leave days in the case of diseases such as mumps, measles, scarlet fever, whooping cough, chicken pox, scabies, pediculosis, hand/foot/mouth, strep throat, and conjunctivitis, but not for diseases such as influenza, flu, Covid-19, or colds.

- 18.8. Absence due to religious observances may be deducted from current leave as personal business days up to a maximum of three (3) more days of leave than normally allowed for personal business.
- 18.9. Time off for selective service, physical or mental examinations, and hearings regarding reclassification will not be deducted from leave days.
- 18.10. Should schools be closed due to conditions referenced in Article 9.1, any leave days usage assigned by a teacher for that day's absence will be restored to the teacher's leave bank. Teachers on extended leave, such as FMLA, that exceed three (3) days will not have the leave days restored.

ARTICLE 19: MATERNITY, CHILD CARE, AND ADOPTION LEAVES

19.1. The Board of Education shall grant a leave of absence for reasons of maternity, adoption, or childcare under the following conditions:

A. For maternity:

1. A teacher may use sick days for the period of her disability to take a short-term leave to commence when the teacher and her physician determine the teacher can no longer carry out her necessary teaching duties and to terminate when her physician determines she is able to return to work. Sick days may be used for up to six calendar weeks after the birth of the object child. In the event of a cesarean section, sick days may be used for up to eight calendar weeks.
2. In the event of miscarriage or death of the object child of the leave, the leave of absence will be terminated upon the request of the teacher. She shall be returned to a position for which she is certified. The granting of any such leaves, as described above, will in no way interrupt seniority and other rights attained thereto.

B. For childcare:

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

return from leave shall coincide with the beginning of the school year, except the Board may grant a leave that provides for a teacher to return from the leave other than at the beginning of the school year.

4. A teacher who is utilizing FMLA for childcare purposes on the last day of the teachers' school year shall not be considered to have used their first available year of childcare leave under the collective bargaining agreement.
5. A teacher may use up to ten (10) consecutive leave days for the purpose of paternity leave.

C. For adoption:

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

D. Any extension of any maternity, childcare, or adoption leave beyond the time provided in Article 19.1.A – C may be granted by the Board. The denial of any extension beyond the time provided in Article 19.1.A – C is not subject to the grievance procedure.

E. For return form maternity, childcare, or adoption leave, see Article 20.8.

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

ARTICLE 20: LEAVES OF ABSENCE – GENERAL

20.1. Military Leave. Any employee covered by the salary schedule who terminates employment in the School District to perform active service in the Armed Forces of the United States is entitled to reemployment in accordance with applicable State and/or Federal law.

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

A. Accrual of seniority shall be granted.

B. Up to four (4) increments may be added as if the employee had been in the School District's employ during the time of such active service in the Armed Forces.

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

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

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

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

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

20.5. Health Leave. Upon the recommendation of the teacher's physician, a leave of absence shall be granted up to one school year, plus any unfinished school year. Two annual extensions of the health leave shall be granted upon written request of a teacher accompanied by a written statement by their physician. When the employee's health permits their return to duty, they shall notify the Superintendent in writing and submit a statement from their personal physician certifying fitness to return to duty. The Superintendent shall give the returning teacher a teaching assignment equivalent to the assignment for which they are certified and qualified.

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

20.7. Personal Leave. Any teacher may receive a one (1) school year leave without pay for exceptional reasons. The teacher shall submit a letter of application identifying the exceptional reasons for requesting said leave. The leave shall coincide with the school year. The teacher must give written notice by March 1st of intent to return the following fall. A teacher returning from personal leave shall be assigned to a position for which they are certified and qualified.

20.8. Reinstatement from Leave. Notice of intent to return at the beginning of the school year must be given by March 1st.

Teachers do not have a right to return from leave prior to its expiration date. There will be no loss of job security for refusing positions prior to the end of leave.

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

ARTICLE 21: SABBATICAL LEAVE

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

A. Up to two (2) members of the staff may be granted sabbatical leave each calendar year. Candidates for sabbatical leave shall be reviewed jointly by the Board and its representative and the TEA.

1. The deadlines for making application for sabbatical leave shall be April first (1st) and December first (1st), for the first and second semesters respectively.
2. To be eligible, the applicant must have been employed a minimum of seven (7) consecutive years in the Troy School District and possess a permanent teaching certificate. Approved leaves of absence will not count toward the seven (7) year requirement but will not interrupt the consecutive years of service.
3. Sabbatical leave will be granted for at least one (1) school system semester or for one (1) school year. In the event the Board is notified in advance that the program is a two (2) year program, a one- (1-) year educational advancement leave (Article 20.4) will be granted for the second year. In the case of a two- (2-) year program, one year's full salary shall be prorated over the course of the two (2) years.
4. The applicant must furnish upon request one (1) written report per semester to the Board. This report shall concern itself with their progress while on sabbatical leave.
5. A screening committee will be appointed by the Superintendent. The teacher members of this committee shall be selected from a list submitted by the TEA. The Superintendent may request additional names be added to the list in the event they feel they are unable to make a selection from the list submitted. This committee shall consist of one administrator, one high school teacher, one middle school teacher, two elementary school teachers, and one person from "special services." This committee will make a recommendation to the Superintendent. The committee will give consideration to the following when evaluating candidates:

- a. Overall benefit to the school system
 - b. Type of work to be pursued
 - c. Length of service in Troy
 - d. Proportional grade level distribution
6. The screening committee will make its recommendations within thirty (30) days of the application deadline.
7. All applicants shall be notified in writing of the Board's decision by Superintendent or their representative.
8. Before beginning the sabbatical leave, the teacher shall enter into a contract to return to active service in the District for a period of at least two (2) years after the expiration of the leave. A teacher who does not fulfill this agreement shall repay to the Board or shall have furnished a cash bond in the necessary amount received by the teacher during the sabbatical leave. This rule shall not apply in cases where the person becomes incapacitated or in cases where the rule is waived by the Board.
- B. Upon return from a sabbatical leave, a teacher shall be restored to their former position or to a position of like nature, seniority, and status. Any period spent on sabbatical leave shall be treated as teaching service for purposes of applying the salary schedule set forth in Schedule A of this Agreement and seniority credit.

21.2. Retirement credit and responsibility for retirement payments shall be as set forth in the applicable law, rules, and regulations of the Michigan Public School Employees' Retirement System (MPERS).

ARTICLE 22: LINES OF COMMUNICATION

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

- A. Teacher to department head or immediate supervisor where applicable.
- B. Teacher and department head, where concerned, to building principal.
- C. Teacher, department head (if desired) and principal to the Assistant Superintendent, Employee Services, or other Central office administrators.

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

ARTICLE 23: GRIEVANCE PROCEDURE

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

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

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

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

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

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

In the event a grievance is filed on or after the first (1st) of June, it shall be resolved prior to the beginning of the next school year, unless the grievance requires a more rapid processing, in which case normal time limits shall apply.

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

Step Two. If the grievance is not resolved at Step One, or in the event no decision has been rendered within five (5) days, they or the TEA may refer such grievance in writing to the Assistant Superintendent, Employee Services within five (5) days. Within the five (5) days after the Assistant Superintendent, Employee Services receives the grievance, the responsible Central Office Administrator(s) shall meet with the aggrieved teacher and/or the TEA and the principal and/or supervisor in an effort to resolve the grievance. The teacher may invite the TEA representative(s) (not more than three) to be present at this meeting, at which time the TEA will be given an opportunity to present its view of the individual teacher's grievance. The decision on the grievance shall be rendered in writing in five (5) days.

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

23.4. Miscellaneous.

- A.** Grievances filed at Step One shall be passed on to the proper step immediately when it has been determined the administrators at the above-stated step do not have the authority to act on the grievance.
- B.** It is assumed grievance problems will be handled at times other than when the teacher is at work and the members of the TEA and Administration shall be present to process grievances promptly. Release time for the purpose of processing grievances at Step One and Two, inclusive, will be provided for the grievant, witnesses, and the TEA representative by mutual agreement between the TEA and appropriate administrative level personnel. Release time shall be provided for witnesses, the grievant, and the TEA representatives for the purpose of participating in arbitration hearings as provided for in Step Three. All release time shall not cause the released parties to suffer loss of salary or any leave days. The TEA shall make every effort to notify the Employee Services Department at least forty-eight (48) hours in advance.
- C.** If the teacher pursued the grievance without TEA support as prescribed in Step Two, the right of the TEA to be present and to present a view at hearings in Step Two is preserved, and the TEA is to receive copies of written decisions at all steps.

- D.** If more than one teacher has a similar complaint, the TEA may file a grievance to be commenced at Step Two in lieu of multiple individual grievances.
- E.** Failure at any step of this procedure to communicate the decisions on a grievance within a specified time limit is cause for relief sought to be granted, provided the TEA notifies the appropriate administrative agent they have failed to answer a grievance in a timely fashion, and such failure to answer continues for five (5) days from receipt of notice that such response has not been made.
- F.** Failure to file the grievance in writing as specified in Steps One and Two shall mean the grievance is waived. Failure to forward the grievance in Steps Two through Three shall mean the grievance is waived, provided the administrator at the previous step notifies the TEA such forwarding of the grievance has not taken place in a timely manner and the TEA continues its failure to forward the grievance for five (5) days after receipt of notification of failure to proceed.
- G.** If the employee elects to be represented, they may present at any step of the grievance procedure where the grievance is to be discussed except they need not be present where it is mutually agreed no facts are in dispute and the sole question is the interpretation of this Agreement.
- H.** The filing of a grievance shall in no way interfere with the rights of the Board to proceed in carrying out its management responsibilities, subject to the final decision on the grievance.
- I.** The TEA may process a grievance on behalf of an employee or group of employees. Grievances processed by the TEA on behalf of an individual must be signed at Step One and Two, whichever is appropriate, or the individual employee must sign a letter authorizing the TEA to process a grievance on their behalf. A grievance processed by the TEA on behalf of a group of employees must be signed by at least one (1) member of that group at Step One or Two, whichever is appropriate, or a letter signed by at least one (1) member of that group authorizing the TEA to process said grievance.
- J.** During the pendency of any proceedings and until a final determination has been reached, all proceedings shall be private, and any preliminary disposition will not be made public without the agreement of all parties, except as otherwise may be required by law.
- K.** There shall be no reprisals of any kind by any administrative personnel taken against any party-in-interest, their TEA representative, or any other participant in the procedure set forth therein by reason of such participation.
- L.** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

- M. Forms for filing grievances (Appendix 1), service notices, taking appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent to facilitate operation of procedures set forth herein.
- N. Grievances which have not been resolved prior to the expiration of this Agreement shall continue to be processed according to the terms of the Agreement until resolved.
- O. Grievances challenging alleged violations of contract occurring during the last two (2) weeks of school (other than continuing violations) shall be filed in compliance with the time limits specified in Step One or Step Two, whichever is applicable; however, processing of all grievances shall be suspended for forty-five (45) calendar days during the summer recess. The forty-five- (45-) day period shall be determined by the TEA which shall notify the Board, in writing, in advance of the dates of the suspension period.
- P. A tenured teacher cannot have access to the Tenure Commission and Arbitration concurrently.

If the District non-renews or discharges a probationary teacher prior to the end of the school year, the teacher shall be eligible to file a grievance. Non-renewal or discharge of a probationary teacher after the conclusion of the school year will not be eligible for arbitration.

ARTICLE 24: NEGOTIATION PROCEDURES

- 24.1. Discussion of Non-Agreement Items.** It is agreed items not covered by this Agreement but of common concern to the TEA, teachers, and administrators in the school system may be discussed from time to time. The practice of free and open discussion between the TEA, teachers, and administrators at all levels is to be preserved, and the formulation of an agreement is not intended to limit the areas of discussion or concern.
- 24.2. Negotiating Teams.** In any negotiations herein described, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives within or outside the school district. It is recognized no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the TEA, but the parties mutually pledge representatives selected by each shall be granted all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- 24.3. Negotiation Time.** Negotiations shall be conducted at times mutually agreed upon and essentially outside of the teacher's regular working period.

A. Beginning in October 2026, both parties agree to meet for the purpose of bargaining a successor agreement no less than twice per calendar month during the workday (unless mutually agreed to otherwise) in the presence of a mediator, increasing to thrice per month beginning in January 2027, until such an agreement is ratified by both parties.

24.4. Annually, individual teacher contracts for the following school year for non-tenure personnel, including those recommended for tenure, will be issued on or before June 1st of the current school year. The individual contracts issued to non-tenure teachers and those receiving their first tenure contract shall be returned to the Employee Services Department on or before the tenth (10th) workday after issuance. The contract shall contain the current year's teacher salary figure until a new Agreement has been achieved. Once a teacher receives a tenure teacher contract, such contract shall be considered to be continuing until such time the teacher is notified to the contrary. Tenure teachers shall receive an annual salary notification. All contracts issued by the District will be subject to the Master Agreement entered into between the Board and the TEA.

ARTICLE 25: MISCELLANEOUS PROVISIONS

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

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

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

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

25.4. Fifty (50) printed copies of this Agreement shall be prepared at the expense of the Board for the TEA. Each member shall have access to a copy of the Agreement on the District's intranet site and may print a copy of the agreement on a district printer.

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

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

A. The items of concern to the TEA may be brought to the attention of the Board representatives for consideration.

B. The items of concern to the Board may be brought to the attention of the TEA representatives for consideration.

C. A high level of mutual understanding may be maintained.

D. To clarify and/or assist in interpreting the language of the content.

E. To identify any committees that exist in the District and discuss their goals and progress.

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

25.7. If an economic portion of this Agreement is not enforced because of questioned legality later becomes legal, or would have been legal had payment been made, the Board shall pay all affected teachers' retroactive monetary benefits as soon as feasible after the legality has been determined.

25.8. Automobile Insurance. A teacher using their automobile while performing or acting on authorized school business shall have automobile insurance or be responsible equal to the state minimum insurance requirements.

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

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

25.11. Teachers have the option to work remotely during teacher workday time once on-site work is completed. Teachers may leave on the last day of school once their work is complete and they have checked-out with the building principal.

25.12. In an effort to limit the solicitation of teachers by agents for 403(b) and 457(b) products, the parties agree to cap the number of agents as of June 30th, 2004. The parties may agree to add an agent (who meets the District's standards) upon mutual agreement if the parties determine a waiver is in their best interest. It is understood MEA Financial Services will remain a vendor for as long as it complies with the District's requirements.

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

25.14. Summer School. The Board agrees to pay bargaining unit teachers for such summer schoolwork a rate of pay not less than that paid during the summer of 1992.

25.15. A Teacher and/or Early Childhood Educator who enrolls their child in the Early Childhood Center will receive a 10% discount in tuition.

25.16. In the event of a building location move, the parties shall agree to discuss the impact within the Professional Relations Committee. If the parties are unable to resolve the matter in this format, the TEA reserves the right to issue a Demand to Bargain.

25.17. In the event the District decides to withdraw from the International Academy Consortium, the parties shall agree to discuss the impact within the Professional Relations Committee. If the parties are unable to resolve the matter in this format, the TEA reserves the right to issue a Demand to Bargain.

25.18. Classroom Visits.

Definition: For the purpose of this agreement, a classroom visit shall be defined as parent/legal guardian requesting to observe any aspect of instruction.

It is the responsibility of TSD administration to enforce the working conditions outlined within this agreement.

- A. Given the learning disruption caused by classroom visits, TSD administration shall actively discourage this practice.
- B. Unless agreed upon by both the teacher/educator and building administration, each student's family shall be permitted only one (1) visit per school year.
- C. Only parents/legal guardians shall be permitted to conduct a classroom visit.
- D. A maximum of two (2) parents/legal guardians shall be permitted to be present for a classroom visit.
- E. A teacher/educator must be provided with written notice of all classroom visits from building administration.
- F. A written rationale for the classroom visit shall be provided to the impacted teacher/educator at least seventy-two (72) hours prior to the classroom visit.
- G. The scheduling of the classroom visit shall be at a time agreed upon by both the Administration and the impacted teacher/educator.
- H. A building administrator shall accompany the parent/legal guardian for the entirety of the classroom visit. The teacher/educator may choose to have a central office administrator present for entirety of the classroom visit in lieu of the building administrator.
- I. In the event the classroom visit becomes disruptive, Administration will immediately end the visitation.
- J. Unless agreed upon by both building administration and the teacher/educator, the classroom visit shall not exceed thirty (30) minutes in duration.
- K. At the request of the teacher/educator, and if approved by the building Principal, a fellow teacher/educator of the impacted teacher/educator choosing shall be released from their teaching duties by the Troy School District to observe the classroom visit.
- L. The parent/legal guardian shall not be permitted to record (including video and/or sound) any aspect of the classroom visit.
- M. The parent/legal guardian shall not be permitted to take photographic images during the classroom visit.
- N. To minimize learning disruptions, electronic devices shall not be permitted for the duration of the classroom visit.
- O. The parent/legal guardian shall not be permitted to take written notes during the classroom visit.
- P. The purpose of the classroom visit shall not be disciplinary in nature.

Q. The classroom visit shall not impact a teacher's/educator's overall evaluation score.

25.19. Mentors.

- A.** The District retains the discretion to assign mentors. Assignments are subject to acceptance on a voluntary basis. Each mentor shall be paid five hundred dollars (\$500) per mentee as designated within Schedule C.
- B.** Each mentor shall be assigned one (1) mentee. All applications for exception shall be forwarded to the Assistant Superintendent of Employee Services. If mentors are approved to work with more than one (1) teacher, meetings may not be concurrent, and mentors shall not be assigned more than two (2) mentees. The mentor receives the contractual stipend for each mentee.
- C.** Mentoring lasts a duration of one to three (1 – 3) years depending on experience. Mentors shall be assigned by the building administrator. A teacher may provide input regarding their mentor assignment in the second (2nd) or third (3rd) year if applicable.
- D.** Mentors and mentees shall keep a log of their activities per District protocol. See Appendix 2.
- 1.** Mentors must provide mentees with at least fifteen (15) hours of mentor time.
 - 2.** The only time mentors can count towards the minimum fifteen (15) hours is time outside of the mentor's regularly scheduled work time (e.g. mentoring may occur on their duty-free lunch).
- E.** The log shall be completed on or before June 1st and forwarded to the Assistant Superintendent, Secondary Instruction or Assistant Superintendent, Elementary Instruction at Central Office. The log shall be used to validate mentor session time.
- F.** Mentors and mentees shall be surveyed at the end of the year based on mentoring duties defined below in Article 25.19.G.
- G.** Mentors shall work with mentees in a variety of ways on a variety of issues. The goal is to help the mentee improve their craft and attain/maintain effective performance. Issues mentors and mentees might address include any of the following:
- 1.** Daily routines in school;
 - 2.** Preparing lessons using District-approved curriculum;
 - 3.** Meeting standards;
 - 4.** Interpreting MEAP/MME or other student growth or proficiency data;

5. Classroom assignment;
6. Preparing substitute folders;
7. Procedures for field trips;
8. Building protocols and procedures;
9. Where to access technology help;
10. How to access email and voicemail messages;
11. Parent meetings;
12. Classroom management;
13. Student records;
14. Where to find resources for the classroom;
15. IEP issues;
16. School committees; and/or
17. How to get involved in extra-curricular events.

H. Mentors and mentees shall find a way of communicating on regular occasions. Mentors shall be able to serve as a guide to help the mentee manage curriculum, classroom management, and building/student/parent issues.

I. Mentor Expectations.

Availability	The mentor is always available to the mentee. The mentor frequently initiates contact with the mentee. Regular mentor sessions are planned.
Problem Solving	The mentor frequently leads the mentee into discovering possible solutions to problems on their own through asking questions and making suggestions. Occasionally, the mentor includes reference to how they would handle the situation.
Reflective Questions	The mentor frequently takes the opportunity to ask reflective questions of the mentee. The mentor utilizes reflective questioning skills to invite the mentee to look at their teaching practices with an eye for improvement. The mentor models *The Learning Cycle.
Confidentiality	The mentor is sensitive to and closely adheres to the "Firewall" between mentoring and evaluation. Topics and discussion from mentoring sessions are not shared with other staff or administration. Classroom observation notes made by the mentor become the sole property of the mentee following reflective conferences.
Feedback	The mentor engages in observing the mentee's classroom on several occasions. The mentor provides positive peer coaching feedback that is specific and evidence based in a timely manner. The feedback is designed to increase the mentee's teaching skills by reinforcing "Best Practices" that are observed. Feedback also includes reflective questions centered on areas for improvement.
Encouragement	The mentor encourages the mentee to try new things, expand his or her their teaching skills and become actively involved with students, parents, and staff. The mentor models a positive attitude toward the school, the District, and the community at large. The encouragement to succeed is genuine.
Knowledge of Content	The mentor demonstrates an in-depth understanding of content pedagogy and student standards. The mentor actively interprets how the content can be put into practice in the classroom using effective pedagogy for all students.
Technology	The mentor frequently utilizes information-age learning and technology to enhance the mentoring experience.

Managing Student Learning	The mentor can effectively manage and monitor student learning for all students, and can systematically organize lessons and frequently offers assistance.
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J. Mentoring Sessions.

1. Mentoring shall occur in a variety of formal and informal settings.
 2. Mentors and mentees shall create a schedule of formal mentoring sessions. At a minimum, monthly individual mentoring sessions should be scheduled. Time should be set aside for these more formal sessions. Formal mentoring time can be scheduled before or after school. Mentors and mentees can also decide to meet on the weekend or in the evening.
 3. Mentors can and should meet with the mentee on an informal basis to review lessons, discuss issues having arisen, etc. These conversations will often take place in the hall, at the copy machine, during lunch, etc.
 4. Upon request, mentors shall be provided with release time to conduct two (2) classroom observations of their mentee. This time shall be mutually scheduled by the mentor, mentee, and building principal based upon the availability of guest teacher coverage or other suitable coverage for the mentor’s classroom/assignment. Any additional release time for the mentor and/or release time for the mentee is subject to approval by the building principal.
 5. Mentors and mentees can earn up to fifteen (15) hours of professional development for the mentoring activity.
 6. Generic mentoring sessions shall be created for the 1st and 2nd semester on the District’s professional development tracking system. These sessions shall appear on the professional development calendar on January 15th and May 15th of the given school year. Each of these generic mentoring sessions is for seven and one-half (7 ½) hours of professional development credit. Mentors and mentees shall register for these generic sessions instead of submitting special requests.
- K.** Mentor payment will be validated based on the mentoring log that is submitted by the mentor on or before June 1st.
- L.** The provisions within this Article may be altered upon mutual agreement by both parties.

ARTICLE 26: INSURANCE

26.1. Insurance.

- A. The District shall maintain compliance with the Publicly Funded Health Insurance Contribution Act (PA 152 of 2011) and employee payroll deductions are authorized as

necessary for this purpose. During the term of this agreement, the District shall pay the annual maximum amount allowable by PA 152 toward the total cost of the medical and prescription premiums for the plans offered (or the maximum contribution allowed by any contractual restrictions outlined in this agreement). The Board and the TEA agree to convene annually to review plan coverage offerings and employee premium contribution amounts consistent with PA 152.

Teachers are responsible for paying the difference, which shall be deducted evenly through pre-tax payroll deductions. Deductions shall be made over 21 pays, beginning with the first pay of the school year.

MESSA PAK A is a benefit program which combines medical, dental, vision, life, and long-term disability insurances listed in Article 26.1 into two plans, with MESSA as the administrator/carrier/provider. It is understood if a husband and wife are both employed as teachers by the District, they and their dependents shall only be covered by one District-paid MESSA PAK A insurance plan (i.e., the District shall only pay the annual amount indicated above for the appropriate level of coverage – single, two person, or family one time.)

At any point, the Association may elect to move to a different level of MESSA deductible, co-pay, and/or prescription drug card. If a change to the plan is to be made, the TEA shall notify the District in writing, and the change shall take effect on the first (1st) of the month, plus 30 days following the request. **EXAMPLE:** On May 14th, the TEA notifies the District in writing that a plan change is desired. The new plan would take effect on July 1st.

Teachers shall be allowed to increase their flexible spending plan amounts under the District's current IRS Section 125 cafeteria plan in accordance with applicable law, where possible. Furthermore, the Plan B and/or Cafeteria Plan cash payment shall only be available to that spouse who is currently receiving the cash stipend as of December 12, 2008 (i.e., such teachers are grandfathered).

Plan A

Medical: The mutually agreed upon MESSA health insurance plans found on the Employee Services Intranet and District Transparency Report. This medical insurance shall be provided for the employee, spouse, and/or eligible dependents.

Life: Two times the teacher's salary with double indemnity in the event of accidental death (except due to drugs, alcohol, suicide, and warfare as covered in most policies) and dismemberment schedule. Teachers hired on or after June 4th, 1991 shall only be eligible for life insurance in the amount of \$50,000 AD/D (except due to drugs, alcohol, suicide, and warfare as covered in most policies). Teachers leaving will be notified of conversion policies.

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

Vision: MESSA Vision Preferred. Full family; true group with internal and external coordination of benefits.

Long-Term Disability: Long term disability income insurance to cover all regular contracted full-time and half-time employees under the age of seventy (70) after the first sixty (60) calendar day of any illness or disability. Such insurance shall pay up to two (2/3) of their regular salary and reduced by any amounts paid or payable under Worker's Compensation, Social Security, or any school sponsored pension plan. The remuneration under this article is established under the company's policy and is paid at the daily rate of seven (7) days per week, fifty-two (52) weeks per year of one/three hundred sixty-fifth (1/365) of the annual salary of the employee. The remuneration is paid for up to age seventy (70) for both accident and illness. Currently, MESSA waives insurance premiums for the first twenty-four (24) months a teacher is drawing long-term disability insurance benefits. The parties agree if MESSA changes their current practice to adversely affect a teacher drawing long-term disability insurance, the Board shall provide for all insurances without cost to the teacher who is on long-term disability through August 31st of the school year the teacher goes on disability.

OR

Plan B (for employees who do not choose Plan A, do not receive Plan A benefits or other Board-provided medical insurance coverage through their spouse. This provision shall not restrict any teacher from receiving District-provided Plan B insurance coverage currently provided by MESSA PAK B at the benefit levels indicated in this provision.

Life: Same as Plan A (teacher only)

Dental: Same as Plan A (full family)

Vision: Same as Plan A (full family)

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

Cash Payment: Teachers shall receive a cash payment of \$1,000 annually. If forty-five (45) or more teachers elect not to receive district provided medical insurance coverage, then the rate of payment shall be \$2,500 annually. This amount shall be paid in two equal payments, the first (1st) in the second (2nd) payroll in January and the second (2nd) payment in the second (2nd) payroll in June. In the event a TSD employee has a spouse who is a teacher, the TSD employee shall qualify for the cash payment.

OR

B. Article 26.1 is subject to the following: MESSA PAK insurance is available only for the term of this Agreement and is an open issue for collective bargaining on the expiration of this Agreement. Further, if after the expiration of one year of MESSA PAK insurance the Board is able to demonstrate it could furnish comparable long-term disability and life insurance for the ensuing years at a lesser cost than MESSA PAK, then it shall be permitted to purchase such insurance for comparable benefits from another carrier and have the program revert to MESSA Choices II. Any issue relative to whether MESSA PAK insurance is of lesser cost than some other carrier can provide is subject to arbitration in the event of disagreement, and the parties shall have full discovery consistent with the Michigan Court Rules relative to the costs of MESSA PAK insurance. The TEA's only obligation in obtaining such information shall be to request such information in writing from MESSA, a copy of which shall be provided to the District.

EXAMPLE:

The Board may bid life and LTD insurances under the same terms and conditions that existed under the 2011-2013 contract. If the total premium amount to provide such life and LTD coverages to teachers, when added to the published MESSA Choices II SuperCare1 Revised, MESSA Dental and MESSA Vision* premiums (at the rates currently in effect when the Board bids the life and LTD insurances) would be less than the District's total premiums paid for MESSA PAK, then the District shall no longer be obligated to provide insurance coverages through MESSA PAK. If this occurs, the District shall provide the insurance coverages and carriers specified in the 2011-2013 contract, with the exception it shall provide MESSA Choices II.

26.2. All of the insurances shall be Board-paid for twelve (12) months for each teacher who completes their contractual obligation, and on a pro-rated basis if less than their contractual obligation is completed, except as stated in the following paragraphs.

A. Any teacher who commences an unpaid leave of absence on or after April 1st, which shall continue for the remainder of the school year, shall have their fringe benefits paid by the Board through August 31st of the calendar year in which the leave commenced.

B. Should April 1st not be a scheduled workday, an unpaid leave which commences at the end of the last scheduled workday for purposes of this Agreement will be considered to have commenced on April 1st.

C. For employees who go on leaves, the Board will sponsor direct-pay coverage by the teacher at group rates to the extent the insurance company will allow, up to a maximum of twelve (12) months. This provision applies only to health insurance coverage. Other coverages cease at the end of the month in which the leave begins.

D. The Board shall provide all insurances to a teacher who retires (after April 1st) through June 30th of the year in which they retire. The retiring teacher shall be reimbursed for MSPERS insurance premium co-pay amounts for July and August of the year in which they retire.

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

ARTICLE 27: SALARY SCHEDULE APPLICATION

27.1. Professional Growth.

Professional growth salary adjustments shall be paid as follows: Effective after the start of the 2009-2010 school year, a teacher shall only be allowed to advance to BA+20, MA, MA+30/EDS, PHD/EDD lanes as set forth on Schedule A. However, teachers currently on eliminated lanes MA+10 and MA+20 and current teachers who have successfully completed classes for MA+10 and MA+20 before the start of the 2009-10 school year, shall be grandfathered in accordance with the September deadline in Article 27 G. Teachers on eliminated lanes as of June 30, 1997, i.e. BA+15, BA+25, MA+5, MA+15 and MA+25, and BA+30 as of December 14, 1971, have been red-circled and shall not be forced to move to another lane during the term of this contract. Only teachers hired on or before December 14, 1971, are allowed to advance to BA+30.

Courses applicable for professional growth shall be those acceptable to:

- A. An accredited (North Central or regional equivalent) college or university's own undergraduate or graduate degree program. All coursework must be submitted to the District on the institution's official transcript according to the following:
 - 1. Graduate level (post baccalaureate) classes.
 - 2. BA level classes that will lead to an additional endorsement must be pre-approved by the Assistant Superintendent or Director of Employee Services.
- B. For classes successfully completed by the first day of the school year and recorded in the Board office by the last Friday in September, payment shall start on the second (2nd) pay Friday in October.

In the event that evidence of course completion is not on record by the fourth (4th) Friday of September, but is received by February 15th, then payment shall be postponed until the spring adjustment period.

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

- C. For classes successfully completed by the first day of the spring semester and recorded in the Board office by February 15th, payment shall begin on the second (2nd) pay Friday in March.

In the event that evidence of course completion is not recorded by February 15th, but is received by June 1st, then payment shall be postponed until the last pay in June.

In either event all monies shall be retroactive to the first (1st) day of the spring semester. Payment shall be one-half (½) the yearly professional growth rate.

- D. Teachers who have earned an ELD endorsement shall only require an additional twenty-one (21) graduate-level credits to be placed on the MA +30 lane of Schedule A.
- E. Counselors, speech pathologists, psychologists, and social workers whose master's degree required 60 or more internship hours will be paid on MA+30 salary track upon receipt of transcript or paperwork documenting the above.
- F. If a teacher is granted an Annual Career Authorization (ACA) by the Michigan Department of Education and is teaching a CTE course, using the authorization, they shall be placed on the MA lane of Schedule A if not more advanced already.

27.2. Rules for Applying Schedules.

- A. Credit for outside experience shall be applied to all new hires uniformly consistent with administrative procedures. If the procedures currently in effect are to be changed, the TEA is to be notified, in writing, of the new procedures prior to March 1st of the school year preceding the effective date of change.
- B. Schedule A step advancement shall be adjusted due to an unpaid leave during the previous school year by utilizing the following formulae: International Academy East (IAE) based on 198 workdays.

145 (149 IAE) or more unpaid days = no step advancement

68 (70 IAE) to 144 (148 IAE) days unpaid = ½ step advancement

67 (69 IAE) or fewer days unpaid = full step advancement

27.3. Increments.

- A. The increment adjustment shall be made and reflected in the first (1st) paycheck in September.

B. The first increment adjustment for longevity shall be made and reflected in the first (1st) paycheck of September or February based on the following dates of hire:

1. For persons hired no later than September 30th, the anniversary date of hire shall be September 1st of that year.
2. For persons hired after October 1st but not later than April 1st, the anniversary date of hire shall be February 1st of that year.

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

27.4. School Psychologists' and School Social Workers' Rate of Pay (Applicable only to School Psychologists and School Social Workers hired before October 17th, 2006).

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

- A. They have completed a master's degree plus thirty (30) semester hours.
- B. The school psychologist has completed a master's degree in psychology and the master's program required at least sixty (60) semester hours of credit; and/or
- C. The school social worker has completed a master's degree in social work (MSW generally requires at least a sixty (60) semester hour program in social work).

ARTICLE 28: PROTECTION OF TEACHERS

28.1. Classroom Control. The authority and effectiveness in the classroom shall be primarily the teacher's responsibility. The Board and Administration will give reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.

Whenever it appears that a particular pupil requires the attention of special counselors, social workers, alternative education placement, or law enforcement personnel, the teacher shall advise the principal in writing. Having been advised the principal will schedule a behavioral support team (teacher, social worker, principal, psychologist, etc.) meeting. The meeting will be held without undue delay.

28.2. Assault Charges. Teachers shall observe such rules concerning punishment of students as may be established by the Board. In the event civil proceedings are brought against a teacher alleging they committed an assault in the course of this employment, they shall be provided legal counsel by the Board.

- 28.3. Injury.** For injury sustained on duty, see Article 26.3, Worker’s Compensation, and Article 26.1.A, Long Term Disability.
- 28.4. Safety and Liability.** Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property but shall not be individually liable to the Board for damage or loss to person or property except in the case of gross negligence.
- 28.5. Legal Counsel.** Upon request of a teacher assaulted as a result of classroom or extracurricular duties, the Board shall provide preliminary legal counsel but not representation.
- 28.6.** Teachers are not required to enter a “bomb scare” building until the building has been declared safe by the police department.
- 28.7.** Working time lost by a teacher as a result of schoolwork connected assaults or charges of assault shall not result in loss of salary or leave time unless the teacher is found guilty.
- 28.8.** A teacher shall be reimbursed for loss, damage, or destruction of clothing or personal property as a result of theft, vandalism, or assault related to teaching duties unless due to negligence or criminal guilt of the teacher if such loss exceeds fifteen dollars (\$15.00) and does not exceed five hundred dollars (\$500). The application shall be in the form of a letter within one school/work week of the damage and shall be made before the end of the fiscal year (June 30th).

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

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

ARTICLE 29: SEVERANCE PAY AND RETIREMENT/RESIGNATION

- 29.1.** All tenure teachers with ten (10) or more years of seniority in the Troy School District shall, upon termination of employment from Troy Schools, receive severance pay in the amount of one-half (1/2) of the per diem rate for unused sick days provided for in Article 18 to a maximum accumulation of sixty (60) days. Thirty (30) additional unused sick days shall be paid for at the current guest/substitute teacher pay rate to tenure teachers with ten (10) or more years of seniority in the Troy School District. All tenure teachers with less than ten (10) years of seniority in the Troy School District upon termination of employment from the Troy School District receive severance pay in the amount of the current guest/substitute teacher pay rate for unused sick days provided for in Article 18

to a maximum accumulation of ninety (90) days. Probationary teachers are not eligible for severance pay. Severance pay shall be paid within two (2) pay periods of request for said severance pay. Such request shall be made within twelve (12) months of termination. Severance pay shall not be paid in cases where proper notice of leaving was not given or where illegal or immoral or other unethical conduct by the employee is involved. A teacher whose severance payment is five thousand dollars (\$5,000.00) or more shall have said payment deposited into a 403(b) offered through the District.

29.2. All teachers who retire with ten (10) or more years of service in Troy shall, at their option, be paid severance pay as set forth below in lieu of pay for accumulated sick leave. A teacher whose severance payment is five thousand dollars (\$5,000.00) or more shall have said payment deposited into a 403(b) plan offered through the District.

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

29.3. In case of death during a teacher's employment, the teacher's beneficiary on their retirement card shall receive either severance pay under Article 29.1 or severance pay in lieu of pay for accumulated sick leave under Article 29.2, whichever is greater, but not both.

29.4. Mid-Year Notice Retirement. A teacher resigning or retiring must give a minimum ninety (90) days' notice in order to be eligible for severance, except in extenuating circumstances including but not limited to: death of a family member, spousal job transfer/relocation, and other family crisis. Teachers providing less than the 90-workday notice, but more than 30-days' notice, shall receive a prorated severance payment, i.e., a teacher giving 89-days' notice shall be eligible for 89/90ths of the severance benefit. Teachers giving less than 30-days' notice shall not be entitled to any severance benefit, assuming there are no extenuating circumstances. A written notice should be sent to the Assistant Superintendent, Employee Services.

29.5. End-of-Year Notice Requirement. Teachers resigning or retiring prior to the start of the next school year must give notice by March 30th (90 days prior to the end of the preceding school year). Teachers providing less than the 90-workday notice, but more than 30-days' notice, shall receive a prorated severance payment, i.e., a teacher giving 89-days' notice shall be eligible for 89/90ths of the severance benefit. Teachers giving less than 30-days' notice shall not be entitled to any severance benefit, assuming there are no extenuating circumstances. A written notice should be sent to the Assistant Superintendent, Employee Services.

ARTICLE 30: MASTER SICK BANK

- 30.1. Master Sick Bank Plan.** The procedure for the administration of the Master Sick Bank shall be in accordance with the following provisions and shall be for the use and benefit of all eligible teachers who apply and whose applications are subsequently approved for sick day(s) benefits.
- 30.2. Funding of Sick Bank.** The Master Sick Bank shall be funded in accordance with the following provisions:
- A. Teachers newly employed by the School District shall have one sick day of their advance current allowance transferred to the Master Sick Bank at the beginning of their employment.
 - B. The maximum number of sick days in the Master Sick Bank shall be twice the number of teachers in the bargaining unit.
 - C. The above one sick day transferred to the Master Sick Bank from the current allowance of a teacher, or any other sick days transferred, shall not be deducted from the days remaining in the Master Sick Bank at the time a teacher terminates their employment with the School District.
 - D. If the number of days in the Master Sick Bank falls below twenty-five percent (25%) of the maximum funding of days prior to the end of any school year, the TEA shall notify the Board to make a transfer of one (1) more day from each teacher's current allowance to the Master Sick Bank.
- 30.3. Eligibility – Master Sick Bank.** Any teacher shall be eligible to make application to the Sick Bank Committee for sick days of benefit after they have been incapacitated for at least fifteen (15) consecutive working days and has used all of their own allowance. If a teacher is incapacitated for at least fifteen (15) working days (not necessarily consecutive working days) in any one (1) year and there is a further incapacitation which appears to be a recurrence of the same illness or accident and the same doctor who handled the case originally verified by written statement that such incapacitation is a recurrence, then the fifteen (15) consecutive day eligibility requirement could be waived in this instance at the discretion of the Sick Bank Committee.
- 30.4. Application.** Each application for sick days of benefit from the Master Sick Bank must be submitted on the Sick Bank Application form to the Sick Bank Committee, and such application shall be approved or rejected on the basis of the individual teacher's circumstances. All applications must be accompanied by supporting doctor's statements.
- 30.5. Sick Bank Committee.** The Sick Bank Committee shall be composed of three (3) teachers to be selected in any manner determined by the TEA and two (2) administrators to be selected by the Board. They shall hold membership on the committee for such

terms as the TEA may determine. Any application approval by the Committee shall be by a majority vote of the entire Committee.

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

- A. No teacher shall be allowed more than the number of days needed to satisfy the waiting period for LTD benefit from the Sick Bank in any school year.
- B. The form authorizing an award of sick days from the Master Sick Bank to a teacher which is sent to the Board for payment must be accompanied by supporting doctor statements used by the Committee in making their decision (for Board review) and signed by three (3) members of the Sick Bank Committee and one of the following:
 - 1. President of the Troy Education Association
 - 2. Executive Director of the Troy Education Association

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

- C. The records of the Master Sick Bank shall be audited at the end of each school year by a committee composed of three (3) members, with one (1) member each to be appointed by the Board, by the TEA, and by the Sick Bank Committee. A copy of the audit report shall be furnished to the Board, TEA, and Sick Bank Committee.

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

30.8. Sick Bank. The Board recognizes the Sick Bank Committee's decisions cannot be reversed by the Board.

ARTICLE 31: ANNEXATIONS AND CONSOLIDATION

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

Annexation or consolidation through action taken by the courts, State of Michigan, State Board of Education, Intermediate School District, or electorate shall not cause a teacher

to lose or reduce leave rights, salary, salary status, fringe benefits, employment, or other rights provided for in this Agreement.

ARTICLE 32: DISTRICT ORGANIZATION

32.1. Departments.

A. The assignment of each teacher shall be consistent with primary teacher responsibility. ESL teachers shall be assigned to a department within their building based on certification.

B. Every teacher in each high school shall be assigned by the building administration to a department headed by a department chairperson within that building as listed below:

- | | |
|---------------------------------|--|
| 1. Math | 8. Vocational Education: Industrial Arts, Vocational Education, Home Economics |
| 2. Social Studies | 9. Foreign Language |
| 3. Science | 10. Special Education |
| 4. English/Library/Media/Speech | 11. Fine Arts: Arts, Music (Vocal and Instrumental), Drama |
| 5. Business | 12. Learning Disability Teacher Consultants |
| 6. Physical Education | |
| 7. Counselors | |

C. Every teacher in each middle school shall be assigned by the building administrator to a department headed by a department chairperson within that building as listed below:

- | | |
|-------------------|--|
| 1. Math | 4. English/Library/Media/Reading/Speech |
| 2. Science | 5. Special Education (Resource Room) |
| 3. Social Studies | 6. Learning Disability Teacher Consultants |

D. Every teacher eligible for district-wide departments shall be assigned by the Administration to a department headed by a department chairperson. Special Education shall have three (3) department heads.

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

- | | |
|--|--|
| 1. Foreign Language | 6. Physical Education |
| 2. Home Living | 7. Industrial Arts Education and Vocational Education |
| 3. Learning Disability Teacher Consultants | 8. Fine Arts: Music (Vocal & Instrumental), Drama, Art |
| 4. Business | 9. Special Education/Categorical Program Teachers (6-12) |
| 5. Counselors | |

E. Department heads for elementary level district-wide shall be:

1. Special Education (Resource Room)

2. Fine Arts (Art/Music)
3. Physical Education
4. Special Education/Categorical Program Teachers (Early On, Early Childhood, K-5)
5. Learning Disability Teacher Consultants

F. Two (2) district level department heads for itinerant staff department (Social Workers, Psychologists, Speech Pathologists).

G. One (1) district level department head for media staff.

32.2. Department Head Qualifications.

A. Must be a tenure teacher or, in the case of non-certificated personnel, must have completed a probationary period equivalent to the probationary period prescribed by the Tenure Act for certificated teachers, unless there are none available.

B. Must be a teacher within the department headed.

C. Shall have taught the previous year within the department headed, except in new buildings or a reorganized school.

D. Should have a major or minor in one of the areas of the department unless there are no teachers with said major or minor available.

E. Qualifications for special education itinerant department head:

1. An individual possessing a teaching certificate must have completed their probationary period at the time of selection to the department head position.
2. An individual who does not possess a teaching certificate must have completed a probationary period equivalent to the probationary period prescribed by the Tenure Act for certified teachers.

32.3. Department Head Selection.

A. The department heads shall be elected by secret ballot of the eligible department members during the last ten (10) days of the teachers' school year. The term of office shall be two (2) years. All department members must be notified at least three (3) days prior to the election itself.

B. If during the school year a vacancy occurs in the position, the same election procedure shall be applied to elect a department head to finish the unexpired term.

- C. A new election may be called by a majority of the eligible department members by a signed petition. Should an election take place, it shall be held within five (5) school days.
- D. The same election procedure shall be applied to elect a department head to finish the unexpired term.

32.4. Department Head Duties.

- A. Shall be a member of the building curriculum committee if such a committee exists.
- B. Shall hold regular meetings with the members of the department to keep them informed on matters of concern to them.
- C. Shall assist new teachers in becoming familiar with the school and the department and their particular responsibilities.
- D. Shall be responsible for the supervision and coordination of the curriculum of the department to include coordination of textbook selection.
- E. Shall serve as a liaison between the individuals of the department and the administration when necessary.
- F. Shall forward requisitions and requests from within the department to the building principal.
- G. Shall perform such other miscellaneous duties requested by the members of the department and the administration that may be deemed reasonable and proper.
- H. Shall serve as a member of the Secondary Curriculum Committee if such a committee exists. Elementary department heads shall serve as a member of any curriculum committee relating to their department if such a committee exists.
- I. Each department shall hold regular departmental meetings as frequently as is necessary to keep its members informed of matters of mutual concern and to maintain the orderly operation of the department. Such meetings will be scheduled by the department head at such times as are mutually agreeable to as many members of the department as possible. All department members shall normally be expected to attend such meetings. When a member cannot attend the meeting, the member shall notify the chairperson in advance.
- J. Schedule for itinerant staff (art, music, physical education) shall be prepared by their department heads subject to the approval of the administrator in charge of the area of instruction.
- K. Any committee work directly related to the responsibilities of the department head listed above will not count as a committee assignment under Article 6.2B.

32.5. Release Time. Each department head shall have release time dependent on the number of department members. A department head with nine (9) or fewer members in their department shall be provided up to nine (9) half-days per year. A department head with ten (10) or more in the department shall be provided up to fourteen (14) half-days per year. The department head shall notify the principal in advance those days they wish to utilize. The department shall use an absence management system for release days.

32.6. Head Teacher, Elementary.

A. Qualification for Head Teacher. An applicant for the head teacher position must have an elementary permanent, provisional, or professional certificate with at least three (3) years' teaching experience at the elementary level.

B. The position of head teacher shall be reopened every two (2) years. All applicants will be interviewed by the building principal. Following these interviews, the building principal shall appoint a head teacher they feel best meets the needs of the building.

C. Suggested Duties:

1. The head teacher shall be in charge of the building during the absence of the principal.
2. The head teacher shall make decisions within the scope of the normal procedures and policies set for the building by the principal and Central Office.
3. The head teacher's workday shall begin thirty (30) minutes before the entry of the children, and end thirty (30) minutes after the close of school.
4. The head teacher shall assist the principal with the discipline problems of the building. They shall handle minor discipline problems within the building and all discipline problems when the principal is unavailable.
5. The head teacher shall be responsible for preparing and keeping up to date all teacher duty schedules. They shall keep the principal informed of same.
6. The head teacher shall be responsible for correct procedures regarding arrival and departure time of children and buses.
7. The head teacher shall be responsible for noon hour supervision. Noon aides shall be instructed to go to the head teacher with problems.
8. The head teacher shall have the responsibility of seeing that all accident forms are properly completed.

9. The head teacher shall inform the principal of the general tone of the building and report any areas of concern by the staff.
10. During inclement or extremely cold weather when students come into the building before the start of school the head teacher may be put on duty to handle these children.
11. The head teacher shall acquaint themselves with the coordination of all services to the school.
12. The head teacher shall be provided an opportunity to gain administrative experience in the following areas: (a) pupil records; (b) requisitions; (c) referrals; (d) proposals to Central Office; and (e) conduct some faculty meetings.
13. Since all of these listed duties cannot be handled at the same time by any one head teacher, it is the responsibility of the building principal to decide what duties shall be under the direction of the head teacher.

ARTICLE 33: RETIREMENT

- 33.1. Mandatory retirement, if any, shall comply with the applicable federal law.
- 33.2. A person must be employed by the Troy School District on the last working day prior to the date of retirement. (Also see Article 29. Severance Pay and Retirement/Resignation.)

ARTICLE 34: SHARED TIME OR PART-TIME

- 34.1. Teachers may volunteer for shared time or part-time assignments by making application to the Assistant Superintendent, Employee Services on or before March 1st for the ensuing school year. Teachers requesting and being granted shared time or part-time assignments shall be notified at least thirty- (30-) calendar days before the assignment begins.
- 34.2. No shared time or part-time assignments shall come into existence without the approval of the Superintendent or their designee. Once approved by the Superintendent or their designee, a shared time or part-time assignment shall not terminate during the school year without approval of the Superintendent or their designee, except in the case of resignation or termination of one or both of the teachers sharing the assignment. In case of such resignation or termination, the Superintendent or their designee shall have the right, at their discretion, to continue the shared time or part-time assignment.
- 34.3. A shared time or part-time assignment may be continued for an additional school year by agreement between the teachers involved and the superintendent or their designee.

34.4. The termination of shared time or part-time assignments by the Superintendent or their designee shall not be considered an involuntary transfer.

34.5. Compensation.

A. Shared time or part-time teachers shall be compensated in proration of the salary they would be entitled to if they held a full-time assignment.

B. Shared time or part-time teachers shall have the following fringe benefit options. In no case shall the total cost of the fringe benefits between teachers sharing a position exceed the total cost of the benefits paid to a full-time teacher for the same position.

1. Life insurance as provided in Article 26.1.

2. **Health:** The mutually agreed upon MESSA health insurance plans found on the Employee Services Intranet and District Transparency Report. This medical insurance shall be provided for the employee, spouse, and/or eligible dependents. The Board shall pay the same proration of the premium paid for salary for these insurances as provided in Article 26.1, and the teacher shall pay the remaining portion of the premium. Except in instances where the insurance shall be a true group, a teacher at their option may use the dollar value of the Board's share of the premium cost to be applied to the purchase of any combination of health, dental and/or vision insurance, with the teacher to pay any remaining portion of the premium for the desired coverage.

3. Worker's Compensation as provided in Article 26.3.

4. Long term disability insurance as provided in Article 26.1.

5. Fringe benefits delineated in this Article are subject to the terms and approval of the insurance carrier.

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

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

34.7. Shared time or part-time teachers shall be allowed to share time by teaching one semester and having the shared time or part-time partner teach the other semester. A teacher who is to teach the second semester must pay for fringe benefits prior to the commencement of the first semester if the teacher wishes to have coverage.

34.8. For purposes of this Agreement, a teacher who has voluntarily become a less than full-time employee shall be considered shared time or part-time.

34.9. Seniority. Each teacher participating in shared time or part-time will receive full seniority credit.

34.10. Sick Leave Days.

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

B. Absences shall be deducted on a prorated basis.

34.11. Shared time or part-time teachers who do not teach daily shall fulfill the following workday obligations.

<u>Full-time Equivalency</u>	<u>180 Student Days</u>	<u>2 Teacher Workdays</u>
1.0	180	2.0
.9	163	2.0
.8	145	2.0
.7	127	2.0
.6	109	2.0
.5	91	2.0
.4	72	2.0
.3	54	2.0
.2	36	2.0
.1	18	2.0

ARTICLE 35: TROY COLLEGE AND CAREER HIGH SCHOOL

Collective Bargaining Application. The following articles and schedules contained in this collective bargaining agreement shall apply in their entirety to the Troy College and Career High School teachers:

Article 1.	Recognition	Article 23.	Grievance Procedure
Article 2.	TEA Rights	Article 24.	Negotiation Procedures
Article 3.	Teacher Rights	Article 25.	Miscellaneous Provisions
Article 4.	Evaluation*	Article 26.	Insurance
Article 5.	Layoff and Recall		
Article 7.	Rights of Administration	Article 27.	Salary Schedule Application
		Article 28.	Protection of Teachers
Article 8.	Joint Responsibilities	Article 29.	Severance Pay and Retirement
Article 9.	Health and Safety	Article 30.	Master Sick Bank
Article 16.	Transfers and Placement	Article 31.	Annexation and Consolidation
Article 18.	Leave Pay	Article 32.	District Organization
Article 19.	Maternity, Childcare and Adoption Leave	Article 33.	Retirement
Article 20.	Leaves of Absence-General	Article 34.	Shared Teaching
Article 21.	Sabbatical Leave	Article 38.	Ancillary Staff
Article 22.	Lines of Communication	Article 39.	Information & Dues
		Article 40.	Duration of Agreement

All references exclusively for Troy College and Career High School are contained in Article 35. Article 35.10 Professional Qualifications and Assignments compares to Article 10, Professional Qualifications and Assignments in the main collective bargaining agreement; however, applicable parts of Article 35.10 apply to Troy College and Career High School while Article 10 applies to staff, schools, and buildings other than Troy College and Career High School. A portion of Article 35.10.3 means Article 10, Section 3 of the main collective bargaining agreement does not apply to Troy College and Career High School and its staff, whereas the terms and conditions in Article 35.10.3 do apply at Troy College and Career High School. If a listing for 35.10.1 does not appear, it means Article 10.1 of the main collective bargaining agreement applies to staff at Troy College and Career High School.

35.1. Layoff. At the sole discretion of administration, teachers may be given the opportunity to take a voluntary layoff.

35.2. Teacher Responsibilities. A teacher may be required to serve on no more than two (2) committees during the school year. The length of service in each activity shall not exceed five (5) months. An activity lasting more than five (5) months shall satisfy the requirement of serving on two (2) committees during the school year. Teachers may be requested to serve on district-wide, inter-, and intra-school committees. This section

is not intended to limit a teacher from voluntarily serving on any number of committees. Assignment to a North Central committee shall count as one (1) committee.

35.3. Professional Compensation.

A. School Calendar. For purposes of teacher compensation, the calendar shall constitute one hundred eighty-eight (188) days inclusive of six (6) paid holidays. To ensure provision of the minimum number of days of student instruction as required by MCLA 388.1701, as amended from time to time, days of student instruction may be rescheduled and the necessary modifications to the school calendar will be made. If days of student instruction need to be rescheduled to be in compliance with law, the parties shall meet and mutually agree to a revised calendar.

B. Article 11.4.D of the main contract shall not apply to Troy College and Career High School.

35.4. Teaching Hours.

A. On days immediately preceding school holidays and vacations, the teachers' day shall end at the close of the pupils' school day, except the teachers should remain in the building until the buses have left the school grounds. On Fridays, unless it immediately precedes a school holiday or recess, teachers may leave six and one-half (6 ½) hours after the start of the student day. Teachers involved in scheduled TEA meetings shall be excused at the end of the pupils' school day, except this practice shall not apply to more than five (5) days when the entire TEA membership is involved.

B. Lunch Period. Teachers shall have a duty-free lunch period of thirty (30) minutes, during which they may leave the building.

35.5. Class Size.

Teaching Loads and Assignments, Troy College and Career High School. The maximum number of students per section, unless otherwise stated, shall not exceed twenty-five (25).

A. The number of students in all lab classes shall not exceed the number of stations or twenty-five (25), whichever is less. Science classes requiring a lab and computer classes are considered laboratory classes.

B. Physical education classes shall have a maximum of thirty-three (33) students.

- C. If necessary, the class size maximum may be exceeded by two (2) students. For the one (1) or two (2) students over the stated maximum, \$80.00 per marking period shall be divided evenly between the TEA College Contribution Fund and teacher.

35.6. Teaching Conditions.

- A. The total student contact time and preparation time shall be comparable to that of high school teachers in the main contract.
- B. Building Restructuring.** If at least seventy-five percent (75%) of the Troy College and Career High School teachers agree to a restructuring plan, the plan shall be implemented after receiving approval from the Superintendent (or their designee) and the TEA.
- C. Vending machines shall be available.
- D. Troy College and Career High School staff may request additional office help at semester ends to aid teachers. Troy College and Career High School staff will arrange scheduling of this additional help as mutually agreed to by the principal, the staff of the building, and Employee Services.
- E. Adequate lunchroom/lounge facilities will be available for staff use. There shall be lavatory facilities available and reserved for adult staff use.
- F. Telephone facilities shall be provided for teachers' use for school business and reasonable personal calls.
- G. Paved parking facilities shall be available for teachers' use during school hours.
- H. Library Use.** Article 14.12 of the main contract shall not apply for Troy College and Career High School.
- I. Teacher parking lot problems shall be reported to the administration for appropriate action.
- J. The counselor shall work up to two (2) weeks (as determined by the administration) of the summer recess immediately preceding the start of the school year at their daily rate, unless notified to the contrary by the end of the preceding teacher work year.

35.7. Report Cards.

- A. Report cards or final grades shall not be routinely required to be completed and handed in earlier than the end of the second workday following the last day of the term as shown on the calendar. It is recognized, however, that grades may be

required for certain students earlier than the timelines above, and the teachers agree to cooperate and submit grades earlier under these special circumstances (examples of special circumstances include student moving, scholarship, and admission to college).

- B. Teachers shall have the authority to grade students and recommend whether a student shall be passed or retained. Any person or committee who has authority to change or reverse a teacher's decision shall do so only after furnishing the teacher with written notification of their action. The notification shall include the name of the student and rationale for said change.
- C. Progress reports for students achieving less than an average or satisfactory grade are routinely required at the end of the middle week of every term unless otherwise agreed to by the parties.

35.8. Seniority. Article 17.1 of the main contract shall apply in addition to the following:

Troy College and Career High School teachers employed as of the effective date of this agreement will be given their actual date of hire as a teacher for the Troy College and Career High School as a seniority date on the Troy Education Association's seniority list.

35.9. Retirement. All terms and conditions in Article 29 of the main collective bargaining agreement shall apply, except "years of service as a teacher with the Troy School District" shall be defined as years of service to Troy College and Career High School (alternative education) or the K-12 program, or a combination of the two.

35.10. District Organization. The terms and conditions outlined in Article 32 of the main collective bargaining agreement shall in no way apply to staff at Troy College and Career High School.

35.11. Troy College and Career Head Teacher.

- A. **Qualification for Head Teacher.** An applicant for the head teacher position must have a secondary permanent, provisional, or professional certificate with at least three (3) years teaching experience at the secondary level.
- B. The position of head teacher shall be reopened every two (2) years. All applicants shall be interviewed by the building supervisor. Following these interviews, the building supervisor shall appoint a head teacher whom they feel best meets the needs of the building.
- C. **Suggested Duties.**

1. The head teacher shall be in charge of the building during the absence of the supervisor.
2. The head teacher shall make decisions within the scope of the normal procedures and policies set for the building by the supervisor and Central Office.
3. The head teacher's workday shall begin thirty (30) minutes before the entry of the students and end thirty (30) minutes after the close of school.
4. The head teacher shall assist the supervisor with the discipline problems of the building. They shall handle minor discipline problems within the building and all discipline problems when the supervisor is unavailable.
5. The head teacher shall have the responsibility of seeing that all accident forms are properly filled out in the absence of the supervisor.
6. The head teacher shall acquaint themselves with the coordination of all services to the school.
7. The head teacher shall be provided an opportunity to gain administrative experience in the following areas: (a) pupil records; (b) requisitions; (c) referrals; (d) proposals to Central Office; and (e) conduct some faculty meetings.
8. The head teacher shall serve as a liaison between the individuals of the staff and the administration when necessary.
9. Since all of these listed duties cannot be handled at the same time by any one head teacher, it is the responsibility of the building supervisor to decide what duties shall be under the direction of the head teacher.

ARTICLE 36: TROY EARLY CHILDHOOD EDUCATORS

Collective Bargaining Agreement Application. The following articles and schedules contained in this collective bargaining agreement shall apply in their entirety to the Troy early childhood educators:

Article 1. Recognition	Article 21. Sabbatical Leave
Article 2. TEA Rights	Article 22. Lines of Communication
Article 3. Teacher Rights	Article 23. Grievance Procedure
Article 7. Rights of Administration	Article 24. Negotiation Procedures
Article 8. Joint Responsibilities	Article 25. Miscellaneous Provisions
Article 9. Health and Safety	Article 28. Protection of Teachers
Article 11. Professional Compensation	Article 29. Severance Pay and Retirement
Article 15. Special Populations	Article 30. Master Sick Bank
Article 18. Leave Pay	Article 31. Annexation and Consolidation
Article 19. Maternity, Childcare and Adoption Leave	Article 33. Retirement
	Article 37. Salary Schedule B, C, D Posting Procedures
	Article 39. Information & Dues

The following provisions below are in effect and exclusively applicable to the early childhood educators whose employment is not governed by the Michigan Teachers' Tenure Act. By way of illustration, the early childhood educators are defined as working within the Board's tuition-based preschool program, GSRP program, Strong Beginnings, and transitional kindergarten that is governed under Michigan's Licensing and Regulatory Affairs ("LARA") Division.

Licensing Training through LARA that occurs outside of the contractual workday will be compensated on Schedule D: LARA Licensing Training at thirty dollars (\$30.00) per hour.

36.1. Evaluation.

- A.** Prior to the commencement of the evaluation process, those Evaluator(s) who will have responsibility for evaluating educators shall schedule and hold a conference with the educators scheduled to be evaluated for purposes of reviewing the evaluation process and procedures.
- B.** There shall be one (1) observation for each educator being evaluated. The observation shall be scheduled at a mutually agreed upon time between the educator and Evaluator. The observation shall be at least fifteen (15) minutes and shall require written feedback from the evaluator within ten (10) school days of an observation.

In the event both the Evaluator and Employee Services believe additional observations are necessary to gain a more accurate overall rating, Employee Services shall communicate this need to the TEA President. An educator may also request an additional observation.

- C.** Starting on July 1, 2024, at the end of the school year, each educator shall be assigned a year-end performance evaluation rating ("Year-End Evaluation") of one of the following:

- Effective,
- Developing, or
- Needing Support

- 1.** Individual performance shall be the majority factor in making the decision, and shall consist of, but is not limited to, all of the following:

- a.** The educator's demonstrated pedagogical skills, including at least a special determination concerning the educator's knowledge of his or her subject area and the ability to impart that knowledge through planning, delivering rigorous content, checking for and building higher-level understanding, differentiating, and managing a classroom; and consistent preparation to maximize instructional time.

- b.** The educator's management of the classroom, manner and efficacy of disciplining pupils.
- c.** Review of the educator's employment history with the school district for consideration of any extenuating factors that are relevant to the current evaluation.

- D.** Educators rated "effective" shall normally be evaluated on a triennial (3 year) basis. If one of these evaluation periods yields a less than effective score, the educator shall revert back to yearly evaluations until rated effective again. Evaluation of an educator in relation to his/her assignment is a continuous process and shall be conducted by a qualified Evaluator(s) as designated by the Superintendent ("Evaluator(s)"). Each Observation by the Evaluator(s) shall be made in person. Formal discipline or concerning behavior may alter the evaluation cycle. Any change in the evaluation cycle deemed necessary by both the Evaluator and Employee Services shall be communicated to the TEA President.
- E.** An end of the year evaluation shall be provided, in writing, to the educator being evaluated. If no written evaluation is provided, the educator shall be deemed effective.
- F.** All Evaluators shall engage in regular trainings to increase rater reliability.
- G.** The evaluation system shall focus on the aspect of Professional Development. Anything contained within Administrative Regulation(s) notwithstanding, all evaluations of educators shall be conducted pursuant to current state law.
- H.** In addition to the Criteria measuring effectiveness, the Year-End Evaluation for a educator on an IDP will be based on multiple classroom observations (observations must be at least 15 minutes in duration and one observation may be scheduled) and shall include an assessment of the educator's progress in meeting the goals of his or her IDP.
- I.** The probationary period for an educator shall be reduced from five (5) to four (4) school years, when they have been rated as effective on three (3) consecutive year-end performance evaluations.
- J.** The District shall provide a mid-year progress report to every teacher who is in the first year of probation or has received a rating of Developing or Needing Support on the most recent year-end evaluation. This mid-year progress report shall supplement and not replace the annual year-end evaluation. The mid-year report shall:
- 1.** Be aligned with the educator's individualized development plan,

2. Include specific performance goals and any recommended training for the remainder of the school year, as well as written improvement plan developed in collaboration with the educator that incorporates the goals and training, and
 3. Provide for a mentor in consultation with the mentee and administration.
- K.** A non-probationary teacher who receives a Year-End Evaluation rating of Needing Support may, within thirty (30) calendar days of receiving the Needing Support rating, request a review of the evaluation and the rating by the Superintendent. If the matter is not resolved through the review process, a non-probationary teacher who receives a rating of Needing Support may, within thirty (30) calendar days of receiving the written response from the Superintendent concerning his or her review, request mediation. A non-probationary teacher who receives two (2) consecutive ratings of Needing Support may challenge the evaluation by first meeting with his or her evaluators. If not resolved, within thirty (30) calendar days of receiving the written response from the Superintendent, the non-probationary teacher may utilize the Grievance Process outlined in the collective bargaining agreement concerning the second evaluation rating and evaluation process.
- L.** An Individual Development Plan (IDP) is a document recommending courses of action to be taken when an evaluator determines it necessary or when an educator's overall performance rating is "Needing Support." Completion of recommended courses of action shall demonstrate intent to improve but may not be construed to mean that the educator has successfully remedied the unacceptable performance. Educators placed on an IDP shall meet with the administrator writing the plan before said plan is implemented.
- M.** An Individual Development Plan shall be developed in collaboration between the Evaluator and the educator. The educator may choose to have a notetaker of their choosing present during this collaborative process. IDPs are not meant to be punitive. Instead, they are designed to help educators grow professionally.
- N.** The District shall help educators with an IDP by providing opportunities for needed growth. (Examples: opportunities to observe and be observed by peers of the educator's choice, attend conferences/trainings, etc.)
- O.** IDPs will be reviewed on a semester basis to determine the need of continuation.
- P.** If the Evaluator suspects or has reason to believe that there will be a marked adverse change from the previous evaluation of the educator, this fact is to be brought to the educator's attention in writing in order that the educator will have reasonable time within which to attempt to correct the situation.
- Q.** A designation of unevaluated shall be used if one of the following is applicable:

1. Individual works for less than sixty (60) days in a given school year
2. Evaluation rating is vacated through the grievance process in the law
3. Extenuating circumstances that the educator or administration and employing school district/ISD agree to use the unevaluated evaluation designation as a result
4. If an educator receives unevaluated then the evaluation rating from the prior year would be used for the purposes of determining provisions that use consecutive ratings.

R. If an educator is evaluated as Needing Support on three consecutive individual evaluation ratings, the District shall initiate dismissal proceedings

36.2. Seniority.

A. **Definition.** Seniority is based on date of hire in the early childhood educator job classification minus time spent on unpaid leave of absence, except for health and military leaves. Seniority is lost when employment as an early childhood educator is terminated. Date of hire is defined by the first day of work. In case of equal seniority, early childhood educator seniority placement shall be determined by a one-time drawing among early childhood educators tied with each other. The time and place of drawing shall be determined by the Association and Board and announced to all early childhood educators. Seniority as an early childhood educator does transfer to other bargaining unit positions (i.e., a K-12 certificated teaching assignment).

Layoffs shall be governed by provisions 36.3 through 36.11

This following provision applies to personnel decisions for educators involving 1) a staffing or program reduction or any other personnel determination resulting in the elimination of a position, 2) a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or 3) hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position.

36.3. No educator shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof or recalled from a period of lay-off except under applicable state law.

36.4. When it is determined by the Board of Education that it is necessary to conduct a staffing and/or program reduction or any other personnel determination that results in the elimination of a position, said staffing decisions shall be based on retaining effective teachers.

- A. Educator effectiveness shall be based upon the year-end performance evaluation.
 - B. Reductions in staff or programs shall be processed after reviewing staff reassignments, both voluntary and involuntary, as well as returns from leave.
 - C. Whenever possible, notice of discontinuance of service shall be given to teachers affected by reductions in personnel and/or programs before the end of the school year preceding the year in which such discontinuance of service shall become effective.
 - D. Nothing in this administrative regulation precludes the District from making reductions in personnel or programs at any time. The District shall make all efforts to avoid layoffs mid-year.
- 36.5.** Personnel decisions under these provisions, including layoff and recall, shall be made on the basis of the best interest of the District as well as the Certification, and Qualifications, effectiveness of each respective educator, and length of service as a tie breaker as herein defined:
- A. Length of service shall not be the sole factor in personnel decisions under this Administrative Guideline, including layoff and recall. Length of service may be used as a tiebreaker if a decision regarding reduction in staff or recall involves two (2) or more educators and all other factors distinguishing those teachers from each other are equal.
 - B. Certification shall be defined as that term is defined by state law and the Michigan Department of Education.
 - C. Qualifications shall be defined to include, but not be limited to, an individual's: areas of certification, and level of degree attained type of degree attained (major, minor, or area(s) of focus), relevant previous experience, grade level of relevant experience, relevant classes or training, previous rating, effectiveness and overall performance as an educator, previous disciplinary history, or any further factors stated these regulations which places conditions upon decisions regarding reduction in staff or recall.
 - D. An employee may notify the employer of their desire to volunteer for leave without a guarantee of position upon return. This voluntary leave shall be accepted at the discretion of the employer.
 - E. Generally, reductions in staff will occur in the following order ("Lay-off Order"); however, other factors listed herein may be considered when educators have the same evaluation rating:

1. Educators rated Ineffective (or Needing Support after July 1, 2024) on their most recent Year-End Performance Evaluation.
 - a. The qualifications in (c) above shall be compared among the educators and the least qualified chosen for layoff.
 - b. If one or more educators are still tied after applying subsection i, the least senior educator (as defined by district seniority) shall be chosen for layoff.
2. Educators rated Minimally Effective (or Developing after July 1, 2024) on their most recent Year-End Performance Evaluation, provided there are qualified educators rated Effective or Highly Effective to assume the remaining positions/assignments.
 - a. Tiebreakers at this evaluation level shall follow the procedure as described in 1. above.
3. Educators rated Effective on their most recent Year-End Performance Evaluation, provided there are qualified educators rated Highly Effective to assume the remaining positions/assignments.
 - a. Tiebreakers at this evaluation level shall follow the procedure as described in 1. above.
4. Educators rated Highly Effective on their most recent Year-End Performance Evaluation, provided there are other qualified, educators rated Highly Effective to assume the remaining positions/assignments (this is no longer applicable after July 1, 2024).
 - a. Tiebreakers at this evaluation level shall follow the procedure as described in 1. above.

36.6. The Board of Education has the sole discretion to determine: 1) whether a vacancy exists and 2) the certification area, qualifications, and position in which the vacancy exists.

36.7. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter or a personal service at work, IE. Principal hand delivers notice to the teacher at their last known address, in addition to an e-mail to both the teacher's personal and professional accounts. A copy of this e-mail shall be sent to the TEA president.

A. It shall be the responsibility of the teacher to notify the Board of any change in address.

B. It is the educator's sole responsibility to maintain his/her certification and to promptly provide written documentation of the certification, endorsement, and/or qualification status to the Employee Services Department.

36.8. An educator on lay-off is precluded from applying for any leave of absence except the following:

A. A leave to honor the extension of an individual contract then in effect between the educator and a K-12 Michigan Public School District.

B. A childcare leave of absence, not to exceed one (1) year, provided the educator applies for the leave within three (3) months of the birth of the child or acquisition of custody of child. This leave can be extended beyond one (1) year per Article 19.1 D. at the request of the employee, and subject to the decision of the board.

C. A military leave per Article 20.1.

36.9. In no event shall this administrative regulation be applied in such a manner that an educator who has been rated as Ineffective (or Needing Support after July 1st, 2024) on their most recent Year-End Performance Evaluation is retained over an educator who is evaluated as Minimally Effective (or Developing after July 1st, 2024), Effective, or Highly Effective.

36.10. In order to ensure that pupils are taught by educators working within areas for which they are highly qualified as defined by the Michigan Department of Education, educators shall be assigned to subjects and/or grades or other classes within the scope of their teaching certificates and/or their major or minor fields of study, or otherwise as permitted by law or LARA.

36.11. Notwithstanding the requirements of Section (8) above, as a precondition of placement during a period of lay-off and/or recall, every educator must possess the requisite certification and/or endorsement and qualifications as herein defined for the position for which they are assigned.

Layoffs shall be governed by provisions 36.12 through 36.21

36.12. When it is determined by the Board of Education that it is necessary to conduct a recall from a staffing or program reduction or any other personnel determination resulting in the elimination of a position, or in hiring after a staffing or program reduction or any other personnel determination resulting in the elimination of a position the following procedures shall be followed:

- A.** Recall of all educators shall be in the reverse order of lay-off: i.e., those laid off last will be recalled first, provided, however, that an educator in order to be recalled, shall be certified and qualified as herein set forth to teach the specific area for which they are being recalled.
- B.** In order to be eligible for recall the educator must:
1. Have maintained a current address, personal e-mail, professional e-mail, and telephone number with the Human Resources Department.
 2. Have notified the Employee Services Department in writing or by electronic mail of any extended periods of time (longer than 14 days) when they will be away from their current address and how they may be reached or be contacted while away.
 3. Have notified the Employee Services Department in writing or by electronic mail by DATE of intent to return to active employment for the following year. Educators on long-term medical leaves shall be exempted from this notification. If an educator does not comply with the provisions in 2 and 3 of this subsection, their return rights may be terminated for that year. If the educator does not comply for two (2) years, all return rights may be terminated.
 4. Have notified the Employee Services Department in writing or by electronic mail of any changes, lapses, or expirations, or anticipated changes in certification, endorsements, majors, minors, and/or licenses. Such notice must be given prior to July 1st if the information is to be used in determining recall or return rights for the following school year. The District may ignore such information for the following school year if it is not provided by July 1st.
 5. Have the present necessary certification and qualifications as well as the present physical ability to assume the position/assignment at the time the recall offer is made. Educators who do not possess the present physical ability to assume a vacant position/assignment shall continue to remain on lay-off subject to the conditions contained herein. Exceptions may be made, subject to the approval of the Superintendent or their designee, if the recalled educator, at the time of recall is eligible for long-term disability benefits through the insurance policy in force in the District.
- C.** The District, as it reinstates programs, shall post the positions as they are established listing the necessary certifications and qualifications. Building, program, and schedule shall also be provided if known at the time of posting.
- D.** In no event shall these provisions be applied in such a manner that an educator who has been rated Ineffective (or Needing Support after July 1, 2024) or Minimally

Effective (or Developing after July 1, 2024) on their most recent Year-End Performance Evaluation shall be recalled before an educator who is rated as Effective or Highly Effective on their most recent Year-End Performance Evaluation.

36.13. Notice of recall shall be sent by certified mail to the educator's last known address on file with the Employee Services Department, in addition to an e-mail to both the educator's personal and professional accounts. A copy of this e-mail shall be sent to the TEA president.

36.14. Failure to accept an available position for which the educator is certified, state approved, licensed, endorsed and/or qualified, or failure to notify the District of unavailability, may be considered a Voluntary Quit; and the Board may terminate its obligation to that educator. Notice of acceptance of assignment or notice of unavailability by the educator must be received by the District within ten (10) days of receipt of notice of recall or return.

A. No educator shall be required to accept an available position for less FTE than the position they were laid off from. In this case, the employee shall fall to the bottom of the recall list and shall retain their recall and seniority rights as outlined in section (14).

B. In the case that the laid off employee was a part-time/shared time employee when laid off, and the available position is of more FTE than the position the employee was laid off from, the employee may refuse the position without being terminated. In this case, the employee shall fall to the bottom of the recall list and shall retain their recall and seniority rights as outlined in section (14).

C. In the case that the position refused by the part-time/shared time employee matches the FTE the employee was laid off from, this article shall apply.

D. In the case that an educator is under contract with a different Michigan Public School District at the time of recall, the teacher shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the educator refuse that option, this article shall apply.

36.15. Educators shall possess district seniority and recall rights for up to 3 years from the date of lay-off.

36.16. No new educator shall be hired before involuntarily laid-off teachers with recall rights who possess the necessary certifications and qualifications have been given an opportunity for recall.

In the rare cases where the position requires significant additional training beyond what the educator already possesses, the District may choose not to recall and instead hire outside the layoff pool provided:

1. The District has offered to provide the required training
2. Such training shall be provided at the cost of the District.

If an educator refuses such a position, their recall position shall be retained, and shall not be considered a Voluntary Quit.

36.17. Educators on leaves of absence will be given notice of lay-off if they were scheduled to return to work but no position exists because of a lay-off. Such educators shall be placed on the recall list and given notice of recall consistent with these provisions.

36.18. A combined list of employees eligible for recall and return from long-term leave of absence shall be maintained by the Employee Services Department. A copy of this list shall be provided to the TEA President upon written request within ten (10) days.

36.19. An educator who is laid off and who is paid unemployment compensation benefits (associated with their regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to annual salary rate, such that their unemployment compensation plus that annual salary rate will be equal to the rate of salary they would have earned for the school year had their not been laid off, subject to the following conditions:

A. The total of unemployment compensation plus salary, earned by employment in the District shall not be below that which the employee would have received had their been employed the entire school year.

B. The salary earned through employment in the District shall not be less than their salary from the same for a similar period during the preceding school year.

36.20. Educators laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 36.13 (Insurance Article) until the end of the following month of the notice of layoff. After that, a laid-off educator may continue their insurance benefits in accordance with the Carrier's layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

36.21. Nothing contained in this article shall obligate the Board to alter schedules to facilitate the recall of educators after the first day of student classes.

36.22. Early Childhood Educator Responsibilities.

A. Policies and Regulations. It is the responsibility of the TEA and individual early childhood educators to honor Board policies and administration regulations not in conflict with this Agreement.

B. General Responsibilities. It is the responsibility of the TEA and each individual early childhood educator, as well as the Board, to provide the highest quality education program possible for every student in the School District. On the early childhood educator's part, this includes:

1. Careful daily preparation of lessons and activities.
2. An early childhood educator may be required to serve on no more than two committees during the school year. A committee lasting the entire school year shall satisfy the requirement of serving on two committees. Early childhood educators may be requested to serve on district-wide, inter-, and intra-school committees. This section is not intended to limit an early childhood educator from voluntarily serving on any number of committees. Committees shall not be scheduled to meet more than ten (10) times per year. If the committee meets more than ten (10) times per year, participation is voluntary. Payment for any voluntary committee work that exceeds the requirements of this paragraph shall be paid at the curriculum rate of pay.
3. A written notice will be provided of not more than three (3) annual evening events not to exceed six hours cumulatively that each early childhood educator is expected to attend. Each early childhood educator will be given a written notice of the required event(s) by September 1st of each school year. Parent-early childhood educator conferences are set forth in the school calendar and not included in the mentioned events.
4. Promptness in meeting classes, keeping appointments with parents, students, and other school employees, and in furnishing essential reports and information required by administrators.
5. It is the responsibility of the early childhood educator to assist the administration in maintaining discipline and proper student behavior, according to the rules of LARA (R 400.8140).
6. Early childhood educators shall make an effort to be aware and report the health and wellbeing of students as it relates to evidence of child abuse, nutrition, and general childhood illnesses.

C. Early Childhood Parent-Teacher Conference Schedule. Early childhood educators will attend fall evening conferences and spring evening conferences not to

exceed a total of fourteen (14) hours in a given school year. The Board will publish the evening schedule by September 1st of each school year. Conference sessions will be separated into two (2) separate consecutive weeks. The evening conferences will be scheduled as follows:

	Afternoon Session	Evening Session
8:00 AM Start	12:30 PM – 3:30 PM	4:30 PM – 8:00 PM
8:15 AM Start	12:45 PM – 3:45 PM	4:45 PM – 8:15 PM

1. For early childhood educators who have more than twenty-four (24) students, any additional conferences occurring outside of the contractual workday will be compensated using a timesheet at the current curriculum rate of pay.
2. The GSRP Calendar will provide for 2 fall and 2 spring days with no student attendance for the purpose of conducting Parent/Teacher Conferences. GSRP Parent/Teacher conferences shall be forty-five (45) minutes in length or as otherwise dictated by the GSRP grant.

D. Absence. When an early childhood educator is unable to be in school on any given day, they should contact the designated absence system at least one and one-half (1 and ½) hours prior to the student starting time, in order that arrangements may be made for a substitute.

1. An early childhood educator shall not be charged a leave day on a day when schools are closed, as per Section 9.1, unless the absence was arranged for prior to the closing of school and is a day in a series of absences.
2. Prior to the start of the school year, every early childhood educator shall be provided with access to the absence management system.
3. Early childhood educators will provide lesson plans to be used in the event of their absence and shall follow the call-in procedures as outlined in Article 6, Section 6.3.
4. When an early childhood educator calls in late, the Assistant Superintendent, Employee Services will contact the early childhood educator to determine whether an emergency situation existed.
5. **Unauthorized Absence.** An absence without prior notification from the early childhood educator to the administration or substitute caller shall be considered unauthorized. Absences from parent-early childhood educator conferences because of college-level classes shall be authorized if the early childhood educator notifies the building administrator at least three weeks prior to the parent-early childhood educator conferences. Early childhood educators who are absent from

parent-early childhood educator conferences shall make up the conference outside of regular teaching duties.

36.23. Professional Qualifications and Class Size.

All early childhood educators employed by the Board shall meet the LARA “Licensing Rules for Child Care Centers,” as promulgated or amended by LARA. Class size maximum shall not exceed those published by LARA in the “Licensing Rules for Child Care Centers.”

36.24. Teaching Hours.

A. Teaching Hours. Starting and closing times of individual schools will be determined by the Board after due consideration of all relevant factors. These times shall be determined by August first of each year, and the TEA shall be so notified. Early childhood educators will be required to be at their designated workstations at least five (5) minutes before the designated student starting time of the full day or half day program.

B. Workday. The total length of an early childhood educator’s workday shall not exceed eight (8) hours per day. The workday shall be continuous except as provided for elsewhere in this Agreement. The District agrees no District or building level meetings will be scheduled the last three hours of the first workday. Early childhood educators involved in scheduled TEA meetings shall be excused at the end of the pupils’ school day, except this practice shall not apply to more than five (5) days when the entire TEA membership is involved. It is understood by both parties all Tuesdays will be reserved for TEA meetings.

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

D. Preparation Time. The Board agrees to provide a weekly minimum of three hundred (300) minutes of preparation and conference time for all early childhood educators. Planning time for early childhood educators will be scheduled for thirty (30) minutes prior and thirty (30) minutes after the student day.

E. Staff Member Death. Whenever a staff member dies, the District shall provide substitutes for up to 80% of the early childhood educators requiring substitutes in the affected building to permit those individuals to attend the funeral.

F. Lunch Period. All early childhood educators shall be granted a duty-free, uninterrupted lunch period of thirty (30) minutes per day. Early childhood educators are not required to stay in the building during their lunch period.

G. Recess Procedure. The standard procedure shall be in compliance with current state law licensing and regulation (LARA).

H. Building events. All early childhood educators shall be informed no later than Thursday of the week preceding the event of temporary workday schedule changes which result from special activities such as assemblies or other building-wide events. In the event a scheduled activity is canceled or rescheduled, all staff shall be notified immediately.

I. Staff Meetings. Staff meetings shall be held either before or after school. Due to the early childhood educator's staggered work hours, preschool staff shall vote on whether they prefer meetings to be held before or after school. If the meetings overlap with an educator's prep time, educators may "flex" their prep time to accommodate attending the meeting. If the meetings create a gap between a staff member's scheduled work day and the time of the meeting, staff can use this additional time as prep and "flex" their prep time for that week.

J. MTSS Language. To promote student success, professional responsibilities beyond the contractual workday may include individual student support meetings. These individual student meetings are defined as meetings to support student success. Referring a student to MTSS or meeting with colleagues and/or parents are examples of an individual student support meetings that may fall outside of the contractual workday. Teachers will not be required to attend more than six (6) meetings over the course of the school year. These meetings shall not exceed thirty (30) minutes in duration. Should it be necessary for a teacher to attend more than six (6) individual student support meetings during the school year, the teacher will fill out the log sheet located in Appendix 4 and be compensated at the Schedule D rate (\$30 per hour). To receive payment, the log sheet (found in Appendix 4) must be submitted prior to the end of the school year. These meetings are not building or staff meetings, instead these meetings are scheduled to assist with an individual student's unique needs.

K. Management Half Days. Early childhood educators eligible for a management half day shall schedule half day in the following manner: A half day scheduled on Mondays, Fridays, and days before and proceeding holidays and vacation periods shall be requested at least ten (10) working days in advance and must be approved by the building principal. All other half days must be scheduled with at least twenty-four (24) hours' notice to the building principal.

In order to address the complexities of Public Act 306 of 2016 (MCL 380.1280f), the district will provide each early childhood educator that administers the district assessment with one (1) full-day substitute coverage during each of the three (3)

assessment windows. The building administrator will be responsible for developing a rotational schedule.

36.25. Teaching Conditions.

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

1. Adequate lunchroom, restroom, and lavatory facilities will be reserved exclusively for staff use. At least one (1) room, appropriately furnished, shall be reserved as a staff lounge. In schools where beverages are not otherwise or already available, vending machines shall be installed at the request of the TEA, the proceeds to be used at the discretion of the building faculty.
2. Adequate rooms for use by special subjects' early childhood educators, diagnosticians, psychologists, social workers, etc.
3. Telephone facilities shall be provided for early childhood educators' use for school business and reasonable personal calls. The locations to be determined by the administrator and staff.
4. Paved parking facilities reserved for early childhood educators' use during school hours.
5. Two (2) classes will not be scheduled to meet in the same classroom at the same time except where rooms are physically designated for this purpose, the early childhood educators arrange joint sessions, or to accommodate emergency situations that do not extend beyond the close of the school day.
6. Early childhood educators will be provided reasonable access to duplicators and photocopiers for instructional purposes subject to machine capacity and other building requirements.
7. Recording of sound and/or images of TEA members performing regular daily duties during the eight (8) hour early childhood educators' workday will not be broadcast on cable television unless the TEA member signs the cable release form.
8. In the event a student has an incident that requires toileting assistance, the student will be encouraged to manage their needs independently. If the student is unable to complete the toileting task on their own, staff members will work cooperatively to ensure the student's needs are addressed (i.e., If one staff member is either coaching or physically assisting a child with toileting, a second staff member will be within close proximity to ensure no staff member is assisting toileting in isolation). In extreme cases where toileting assistance is not

manageable in the classroom, the toileting assistance will be managed in the clinic and the parent may be contacted.

9. The Board agrees basic resources for teaching include, but are not limited to, access to: power, water, functioning restrooms, soap, Wi-Fi, working copy machines and toilet paper. In the case of loss of basic resources, the staff member will notify the immediate supervisor if necessary. Every attempt will be made to restore basic resources. In the event the TSD chooses not to close a building for one of the above listed reasons, instruction will continue, however, it is understood the delivery may need to be modified. In the event of a power outage or loss of Wi-Fi, staff will not be observed for the purpose of instructional evaluation.

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

C. In-service Training. Five (5) half days per year may be allowed for in-service training, workshops, curriculum studies, etc., not including special days as listed in the calendar. The District shall make in-service training on special education issues available to early childhood educators prior to the beginning of the school year.

D. Report Cards. Any new evaluation tool, such as report cards, shall be reviewed by a committee at that level.

E. Education of Students. The parties seek to educate young people in the democratic tradition; to foster their recognition of both individual freedom and social responsibility; to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights; and to instill appreciation of the values of individual personality. Early childhood educators have an obligation to present facts without bias, and to encourage students to think and to draw objective conclusions.

Responsible teaching shall be encouraged for all early childhood educators who shall exercise such responsibility within the framework of the curriculum, school policies, good judgement, and common standards of decency which shall prevail at all times. Within these guidelines, the early childhood educator is encouraged to teach the student in the best manner of which they are capable.

F. Access to Materials. All early childhood educators and the TEA Office shall have electronic access to their building's handbook(s) and work rules. Also, the District Board Policy book will be available on the District's website.

G. Field Trips. The Board agrees to permit early childhood educators to conduct approved educational field trips and, when necessary, to provide substitute early childhood educators at Board expense. The Administration shall provide the bus

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

H. Conferences. Early childhood educators attending approved professional conferences shall be released from teaching duties without loss of leave days or compensation. The expenses for such conferences shall be assumed by the Board. Every effort shall be made to equitably distribute approved conferences according to the following levels: Pre-K, K-2, 3-5, 6-8, 9-12, and Special Education. The Board will reimburse an early childhood educator for the appropriate expenses incurred while attending a Board approved conference upon submission of an itemized expense sheet. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. An early childhood educator attending such conferences and meetings shall be granted sufficient leave time to attend without loss of compensation. Early childhood educators will submit, upon request, a written report regarding such conferences.

36.26. Probationary Period and Employment Protection.

A. Probationary Period. All early childhood educators shall be subject to a probationary period of twenty-four (24) months. Any probationer's leave of absence extends the probationary period. During the probationary period, the probationer is considered at-will and the Board shall have the sole right to discharge and issue disciplinary action. The grievance procedures shall not apply to disciplinary action against probationary early childhood educators.

B. Reduction in Rank. Upon completion of the probationary period, no early childhood educator shall be disciplined, reprimanded, or reduced in compensation without just cause. Any such Board action may be subject to the grievance procedure.

36.27. Leaves of Absence.

Any leave of absence greater than one year in duration granted under Articles 20 and 21 of the Master Agreement will require a vacancy to exist for the early childhood educator to return from leave. In the event there is not a vacancy in a given school year, the early childhood educator shall be deemed to be on a voluntary layoff. Early childhood educators on a voluntary layoff under this Article shall retain recall rights for two (2) years. During the voluntary layoff, early childhood educators may apply for any internal job posting that the early childhood educator is qualified to teach.

36.28. Mentoring.

A. Mentoring Stipend. The Board retains the discretion to assign mentors which assignments are subject to acceptance on a voluntary basis. Each mentor shall be paid five hundred dollars (\$500) per mentee.

B. Mentoring Scope. All applications for exception are to be forwarded to the Assistant Superintendent of Employee Services. If mentors are approved to work with more than one (1) teacher, meetings may not be concurrent, and mentors shall not be assigned more than two (2) mentees. The mentor receives the contractual stipend for each mentee.

1. Mentoring lasts a duration of one to three (1 – 3) years depending on experience. Mentors shall be assigned by the building administrator/supervisor. An educator may provide input regarding their mentor assignment in the second (2nd) or third (3rd) year if applicable.
2. Mentors and mentees shall keep a log of their activities per District protocol.
3. Mentors must provide mentees with at least fifteen (15) hours of mentor time.
4. The only time mentors can count towards the minimum fifteen (15) hours is time outside of the mentor's regularly scheduled work time (e.g., mentoring may occur on their duty-free lunch).
5. The log should be completed on or before June 1st and forwarded to the Assistant Superintendent, Secondary Instruction or Assistant Superintendent, Elementary Instruction at Central Office. The log will be used to validate mentor session time.
6. Mentors and mentees will be surveyed at the end of the year based on mentoring duties defined below.
 - a. Daily routines in school;
 - b. Preparing lessons using District approved curriculum;
 - c. Meeting standards;
 - d. Interpreting COR or other student growth/proficiency data;
 - e. Classroom assignment;
 - f. Preparing substitute folders;
 - g. Procedures for field trips;
 - h. Building protocols and procedures;
 - i. Where to access technology help;
 - j. How to access e-mail and voice mail messages;
 - k. Parent meetings;
 - l. Classroom management;
 - m. Student records;

- n. Where to find resources for the classroom;
- o. IEP issues;
- p. School committees; and/or
- q. How to get involved in extra-curricular events.

Mentors and mentees should find ways of connecting on regular occasions. Mentors should be able to serve as a guide to help the mentee manage curriculum, classroom management, and building/student/parent issues. Mentor Expectations include:

Availability	The mentor is always available to the mentee. The mentor frequently initiates contact with the mentee. Regular mentor sessions are planned.
Problem Solving	The mentor frequently leads the mentee into discovering possible solutions to problems on their own through asking questions and making suggestions. Occasionally, the mentor includes reference to how they would handle the situation.
Reflective Questions	The mentor frequently takes the opportunity to ask reflective questions of the mentee. The mentor utilizes reflective questioning skills to invite the mentee to look at their teaching practices with an eye for improvement. The mentor models *The Learning Cycle.
Confidentiality	The mentor is sensitive to and closely adheres to the “Firewall” between mentoring and evaluation. Topics and discussion from mentoring sessions are not shared with other staff or administration. Classroom observation notes made by the mentor become the sole property of the mentee following reflective conferences.
Feedback	The mentor engages in observing the mentee’s classroom on several occasions. The mentor provides positive peer coaching feedback that is specific and evidence based in a timely manner. The feedback is designed to increase the mentee’s teaching skills by reinforcing “Best Practices” that are observed. Feedback also includes reflective questions centered on areas for improvement.
Encouragement	The mentor encourages the mentee to try new things, expand their teaching skills and become actively involved with students, parents and staff. The mentor models a positive attitude toward the school, the District and the community at large. The encouragement to succeed is genuine.

Knowledge of Content	The mentor demonstrates an in depth understanding of content pedagogy and student standards. The mentor actively interprets how the content can be put into practice in the classroom using effective pedagogy for all students.
Technology	The mentor frequently utilizes information-age learning and technology to enhance the mentoring experience.
Managing Student Learning	The mentor can effectively manage and monitor student learning for ALL students, can systematically organize lessons and frequently offers assistance.

C. Mentoring Sessions.

1. Mentoring will occur in a variety of formal and informal settings.
2. Mentors and the mentees will create a schedule of formal mentoring sessions. At a minimum, monthly individual mentoring sessions should be scheduled. Time should be set aside for these more formal sessions. Formal mentoring time can be scheduled before or after school. Mentors and mentees can also decide to meet on the weekend or in the evening.
3. Mentors can and should meet with the mentee on an informal basis to review lessons, talk about problems that have just arisen, etc. These conversations will often take place in the hall, at the copy machine, during lunch, etc.
4. Upon request, mentors shall be provided with release time to conduct two (2) classroom observations of his/her/them mentee. This time shall be mutually scheduled by the mentor, mentee, and building principal based upon availability of guest teacher coverage or other suitable coverage for the mentor's classroom/assignment. Any additional release time for the mentor and/or release time for the mentee is subject to approval by the building principal.
5. Mentors and mentees can earn up to fifteen (15) hours of professional development for the mentoring activity.
6. Generic mentoring sessions shall be created for 1st and 2nd semester on the District's professional development tracking system. These sessions shall appear on the professional development calendar on January 15th and May 15th of the given school year. Each of these generic mentoring sessions is for seven and one-half (7 and ½ hours) hours of professional development credit. Mentors and mentees shall register for these generic sessions instead of submitting special requests.

7. Mentor payment will be validated based on the mentoring log that is submitted by the mentor on or before June 1st.

36.29. Professional Development.

A. Required Professional Development. Early childhood educators with a teaching certificate shall be required to complete a minimum thirty (30) hour of professional development annually. Early childhood educators without a teaching certificate shall be required to complete a minimum of twenty-four (24) hours of professional development. It is understood and agreed the minimal amount of required annual professional development shall be in accordance with applicable state law and regulations. Professional development opportunities that satisfy this requirement include:

1. Summer workshops provided by the Troy School District.
2. Martin Luther King Day Professional Development Workshop(s) in the Troy School District.
3. Pre-approved out-of-district workshops paid for by the District (no additional compensation shall be paid if the workshop is on a non-workday).
4. Pre-approved out of district workshops paid for by the teacher (no additional compensation shall be paid if the workshop is on a non-workday).
5. School year in-services (no guarantees to be scheduled or to attend; no guaranteed number of substitute days).
6. No later than October 1, the District shall announce the professional development sessions known at the time which shall be offered to early childhood educators after school each marking period. Each of these sessions shall be scheduled for at least a minimum of one (1) hour. The District may choose to offer additional professional development opportunities for which early childhood educators may opt to attend.
7. All building meetings eligible for professional development which are known at that time will be posted for each semester prior to the beginning of the semester.

B. Recordkeeping.

1. The early childhood educator must keep a record of professional development and submit the record to the building administrator for a signature by the last workday of the school year. The early childhood educator will be provided with a signed copy.

2. Staff development in-service attended between the end of the early childhood educators' school year and June 30th can be counted for either the current or successor school year.
3. After the District announces the professional development that shall be offered to early childhood educators, the early childhood educators are to pre-register on the District's professional development management system for the session prior to the day of the scheduled professional development event.
4. All records of professional development including session offerings, teacher professional development plans, registration, and validation will be maintained on the District's professional development management system.

C. Validation Procedures.

1. In lieu of a sign-in validation for attendance, teachers are to complete an online validation.
2. As the State of Michigan transitions all professional learning credit to SCECH's (State Continuing Education Clock Hours), all staff will be required to follow the state process for validation of all professional learning clock hours.

The parties also recognize the mutual benefits for the early childhood educators and District to provide professional development which meets the Michigan Department of Education (MDE)/Department of Licensing and Affairs (LARA) requirements for District-Provided Professional Developments (DPPD) that might be utilized for the purpose of teacher certificate renewal and/or LARA licensing requirements. While the ultimate determination of what professional development activities/sessions qualifies as DPPD is within the authority of MDE/LARA to decide, the District will take steps to identify the activities/sessions it believes should qualify for this purpose within the District's professional development management system. Nonetheless, despite the District's efforts to support early childhood educators in their possible use of completed professional development activities/sessions as DPPD for teacher certificate renewal, and/or LARA licensing requirements, the parties again recognize this final determination is within the exclusive authority of MDE and LARA.

36.30. Part-time Assignments.

A. Part-Time Application. Early childhood educators may volunteer for part-time assignments by making application to the Assistant Superintendent, Employee Services on or before March 1st for the ensuing school year. Early childhood educators requesting and being granted part-time assignments shall be notified at least thirty (30) calendar days before the assignment begins.

No part-time assignments shall come into existence without approval of the Superintendent or their designee. Once approved by the Superintendent or their designee, a part-time assignment shall not terminate during the school year.

A part-time assignment may be continued for an additional school year by agreement between the early childhood educators involved and the Superintendent or their designee. The termination of part-time assignments by the Superintendent or their designee shall not be considered an involuntary transfer.

B. Proration of Fringe Insurance Benefits. Part-time early childhood educators will be eligible for prorated insurance benefits. Early childhood educators shall have the following fringe benefit options:

1. Life insurance as provided in this Article.
2. Health/Dental/Vision: The mutually agreed upon health insurance plans referenced in this Article and found on the Employee Services Intranet and District Transparency Report. The Board shall pay the same proration of the single subscriber premium paid for salary for these insurances as provided in this Article, and the early childhood educator shall pay the remaining portion of the premium.
3. Worker's Compensation as provided in this Article.
4. Long-term disability insurance as provided in this Article.
5. Fringe benefits delineated in this Article are subject to the terms and approval of the insurance carrier.

C. Preparation/Planning Time. Part-time early childhood educators' preparation/planning time will not exceed the preparation/planning time of a full-time early childhood educator. Planning time will be prorated consistent with the early childhood educators' part-time schedule.

Part-time early childhood educators will be required to attend staff meetings if the staff meeting is immediately preceding or following his/her/them schedule. If the staff meeting does not immediately precede or follow the early childhood educator's schedule, the early childhood educator shall attend the make-up meeting. If no make-up meeting is scheduled, the early childhood educator is responsible for obtaining the faculty meeting information. Part-time early childhood educators shall also attend all parent conferences, open houses, and serve on committees as provided for full-time early childhood educators. No extra compensation shall be paid for the fulfillment of these duties. For purposes of this Article, an early childhood educator who has voluntarily become a less than full-time employee shall be considered part-time.

D. Seniority. Each early childhood educator participating in part-time will receive full seniority credit.

E. Sick Leave Days. Early childhood educators in a part-time position shall receive prorated sick leave days. Absences shall be deducted on a prorated basis.

36.31. Insurance.

A. Health Insurance Eligibility for Early Childhood Educators. Based upon a medical insurance coverage plan year of January 1st – December 31st, the Board will pay the actual cost (as defined per PA 152, as amended, and other applicable Public Acts) of the single subscriber medical insurance coverage selected by an eligible early childhood educator per the applicable terms of this Article. The Board shall maintain compliance with the Publicly Funded Health Insurance Contribution Act PA 152 of 2011 and early childhood educator payroll deductions are authorized as necessary for this purpose. During the term of this Agreement, the Board shall pay the annual maximum amount allowable by PA 152 towards the total cost of the medical and prescription premiums for the plans offered (or the maximum contribution allowed by any contractual restrictions outlined in this agreement). Two person or full-family coverage may be obtained at the early childhood educator's expense via payroll deduction as permitted by law. The plan options can be referenced in the Health Benefit Guide Section on the District's intranet.

B. Option In Lieu of Medical Insurance. For early childhood educators who are eligible to be enrolled in medical insurance, but do not choose to enroll and who are not enrolled in another Board-sponsored medical insurance plan, the Board will provide an advance election cafeteria plan that provides three thousand dollars (\$3,000). For part-time assignments, this benefit shall be prorated consistent with part-time language in this Article.

C. Life Insurance. The Board will pay the premium on a fifty thousand (\$50,000) term life insurance policy for early childhood educators.

D. Dental and Vision Insurances. The Board agrees to self-fund a dental plan and a vision plan that provides a Schedule of Benefits that is can be referred to in the Health Benefit Guide section on the District's intranet. The plan shall provide for an internal and external coordination of benefits.

E. Long Term Disability Insurance. The Board agrees to pay the premium on a policy that will provide long-term disability income insurance after the first sixty (60) calendar days of any illness or disability. Such insurance shall pay up to two-thirds (2/3) of their regular salary, subject to a maximum benefit of three thousand dollars (\$3,000) per month and reduced by any amounts paid or payable under Worker's Compensation, Social Security, or the Michigan Public School Retirement System.

The remuneration under this Article is as established under the carrier's policy and is paid at the daily rate (seven days per week, fifty-two weeks per year) or 1/365th of the annual salary of the early childhood educator. This remuneration is paid up to retirement, death, or the ability to return to work, whichever occurs first.

F. Insurance While Receiving Worker's Compensation Insurance. If an early childhood educator is injured on the job, the Board agrees to continue to pay the premium for the above insurances at no cost to the early childhood educator for a period not to exceed twelve (12) months from the date of injury. If the twelve months are not consecutive, then a total of twelve (12) months of insurance shall be provided. A month will be counted if the early childhood educator is off work and drawing worker's compensation pay for more than fifteen (15) calendar days and receiving insurance.

G. Insurance Limitations. The nature, amount, extent, commencement, duration, and terms of benefits and coverage, as specified for all insurances in this Article, shall be as provided in the insurance policies and rules and regulations of the insurance carriers. The Board's only obligation shall be to pay the required premiums for said insurances. Any claim settled between the early childhood educator and the insurance carrier shall not be subject to the grievance procedure of the collective bargaining agreement.

36.32. Professional Compensation.

A. Salary Schedule. See Article 11.1.

1. Any early childhood educator who holds a master's degree or higher will be eligible for a stipend of one thousand dollars (\$1,000 annually). The salary schedule is effective from the date of this Article's ratification through April 15th, 2027.
2. **Increments.** The increment adjustment shall be made and reflected in the first paycheck in September.

The first increment adjustment for longevity shall be made and reflected in the first paycheck of September or February based on the following dates of hire:

- a. For persons hired no later than September 30th, the anniversary date of hire shall be September 1st of that year.
- b. For persons hired after October 1st, but no later than April 1st, the anniversary date of hire shall be February 1st of that year.

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

B. Extra-duty Compensation. The salary schedule is based upon a normal weekly teaching load during normal teaching hours and all other required duties as outlined in this Article. For any additional work or duties, the early childhood educator shall be entitled to an hourly rate of thirty dollars (\$30.00) per hour of additional compensation. All requests and tasks for extra-duty compensation must be pre-authorized by the Director of Early Childhood Programs.

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

D. School Calendar. The school calendars are set forth in this Agreement. For purposes of early educator's compensation, the calendar for 2024/2025, 2025/2026, and 2026/2027, shall constitute one hundred eighty-eight (188) days inclusive of the six (6) paid holidays. Consistent with other articles of this Agreement, early childhood educators shall not lose pay for Act of God days.

For the purposes of this Agreement, per diem rate of pay shall be calculated using a total of one hundred ninety-two (192) days.

E. Pay Periods. The early childhood educator shall be given the option at the beginning of each school year of electing to receive his/her/them salary in twenty-one (21) equal payments or twenty-six (26) equal payments according to the pay schedules in the early childhood educators' Compensation Schedule. An early childhood educator who elects the twenty-six (26) pay option may elect at the beginning of the school year to have the final five (5) payments in one payment on the last day of school or every two (2) week payments. In years where the calendar dictates 22 or 27 pays, the early childhood educators will choose between these two options as opposed to the 21 or 26 pays.

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

G. Financial Institution Deductions/Direct Deposits. Financial institution deductions/direct deposits shall be transmitted to the financial institution on the date of the paycheck from which the deduction/direct deposit was made. All early childhood educators shall enroll in direct deposit to a financial institution in the United States.

H. Paycheck Payments. The Board agrees to provide a biweekly schedule of payment to the TEA prior to the beginning of the school year. Pay checks shall be issued every other Friday according to the biweekly schedule. If a pay date falls on a contractual holiday, pay checks shall be issued one business day earlier.

I. LARA Regulations Savings Clause. If any provision of this Article becomes in conflict or contrary to the “Licensing Rules for Child Care Centers” as published by LARA, the rules promulgated by LARA shall supersede the provisions of this Article.

36.33. Transfers and Placement.

A. Decisions regarding the placement and/or assignment of educators shall be made on the basis of the best interest of the District, as well as the certification, qualifications, and effectiveness of each respective educator.

1. Length of service shall not be used as the sole factor for decisions regarding placement and/or assignment of educators. Length of service may be used as a tiebreaker if a decision regarding placement and/or assignment of educators involves two (2) or more employees and all other factors distinguishing those employees from each other are equal.

2. Qualifications shall be defined to include, but not limited to, an individual’s: areas of certification, level of degree attained, type of degree attained (major, minor, or area(s) of focus), relevant previous experience, relevant classes or training, rating, effectiveness and overall performance as an educator, previous disciplinary history, or any further factors stated in this document these regulations which places conditions upon the placement and/or assignment of educators.

3. Assignments of educators is within the discretion of the superintendent or administrative designee. However, administration may use factors to place educators in what it deems is in the best interests of students. By way of illustration, not limitation, the following factors may be used:

- a. The educators’ prior year evaluation;
- b. The recency by which a educator taught within the program;
- c. Whether the educator was previously on an individualized development plan (“IDP”) in the previous school year or the last time the teacher taught in that program;
- d. The educator’s discipline history;
- e. The educator’s attendance history, excluding absences allowed pursuant to state or federal law;
- f. Relevant and specialized training; and
- g. Significant, relevant accomplishments and contributions to the School District.

- B.** Insofar as possible, educators shall be assigned to teach in their area of specialization, and educators' desires and opinions shall be taken into consideration regarding changes in assignment in the various grades, but all placement and assignment decisions are within the sole discretion of the District. All decisions pursuant thereto shall be final.
- C.** Since pupils are entitled to be taught by educators who are working within their area of competence, educators shall only be assigned in accordance with all state and federal laws and regulations regarding certification and qualification requirements.
- D.** The District may amend, revise, or set additional qualifications, certifications, or endorsements for open/vacant positions as they become open/vacant.
- E.** It is the educator's sole responsibility to maintain their certification and to promptly provide written documentation of the certification, endorsement, and/or qualification status to the Employee Services Department.
- F.** All educators shall be given written notice of their tentative schedule for the forthcoming year as soon as practicable and under normal circumstances no later than the last full day of school. Educators affected by assignment changes after the last full day of school shall be notified as soon as practicable. Nothing in this section shall limit the District's authority to make changes in assignments at any time.

 - 1. The School District shall determine the number of positions needed for each school year.
 - 2. The School District shall determine the qualifications/certifications for each position, in compliance with relevant law.
- G.** Requests for transfer for the ensuing school year must be made in writing to the Employee Services Department prior to March 1st.

 - 1. An educator may apply for a transfer to another position for which he/she is properly certificated and qualified.
 - 2. Transfer requests shall only remain on file for a period of one year.
- H.** When it is determined that an involuntary transfer of an educator is in the best interest of the District the educator shall be notified as soon as possible and may upon request be given the reasons for said transfer.

 - 1. An educator shall not be involuntarily transferred (3) consecutive years, other than where such an involuntary transfer is necessary to avoid an educator traveling between buildings, or to prevent a layoff or to facilitate a recall of an

educator from layoff. These circumstances shall be discussed with the Professional Relations Committee.

2. An educator who has been involuntarily transferred in building, and/or program shall communicate to their building principal that the move is an involuntary transfer. This is intended to be notice for the purposes of recordkeeping and shall not interfere with the implementation of the involuntary transfer.
- I. Any educator who has been involuntarily transferred shall be given consideration for return to the position from which they were involuntarily transferred when it becomes vacant, subject to the following:
1. The involuntary transfer was not for disciplinary reasons.
 2. The educator must have been rated as Effective or Highly Effective (or Effective after July 1, 2024) in the position they were involuntarily transferred from for the school year directly preceding the involuntary transfer.
 3. A written request to return to the position from which the involuntary transfer was made was filed with the Employee Services Department office by March 1st.
 4. All required certification and qualifications for that position have been maintained.
- J. An educator returning from a leave of absence shall be offered a position commensurate with their training, experience, and certification. A specific position in a specific school cannot be guaranteed on return from a leave of absence, but reasonable effort shall be made to return the educator to their original position.
- K. When the leave of absence expires during a school year, every effort shall be made to place the educator in an appropriate position as soon as such a position is available.

36.34. Rights: Discipline

In a matter involving misconduct or moral turpitude, an educator may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious except where otherwise noted in this document.

In cases involving classroom performance, the educator shall only be disciplined for just cause.

- A. Oral or written notice will be given by the administration to the educator of any incident, complaint, or charge that may form the basis for the investigation and any potential disciplinary action. Provided there is a compliance with Title IX, notice shall be given to the Staff Member Employee within five (5) business days.

- B.** If the complaint alleges child abuse or neglect, the matter shall be reported to Child Protective Services.
- C.** The educator shall be provided with written notice of the time, date, and location of the meeting to provide the Employee with an opportunity to respond.
- D.** An educator represented by an exclusive bargaining agent under the Public Employment Relations Act shall, upon request, be entitled to union representation of their choice at any investigative meeting the educator reasonably believes could result in disciplinary action. This meeting shall occur within forty-eight (48) to seventy-two (72) hours according to participant's availability.
- E.** The Superintendent (or designee) is authorized to place an educator on administrative leave pending the completion of a disciplinary investigation of the alleged or suspected offense, infraction or misconduct. Administrative leave under this provision is not regarded as a disciplinary measure or penalty. Administrative leave shall be paid leave until the conclusion of the investigation, at which time any discipline shall be applied.
- F.** If an investigation demonstrates that the evidence is credible, disciplinary measures may include but are not limited to: oral warning, written warning, written reprimand, paid or unpaid suspension, and discharge.
- G.** A program of progressive discipline may generally be followed at the District's discretion. The following progression of discipline for each unrelated incident may be followed prior to the imposition of any other economic discipline on any educator of the bargaining unit:
1. Oral warning, then
 2. Written warning, then
 3. One-day suspension without pay, then
 4. Three days suspension without pay, then
 5. Discharge
- H.** If it is determined that the educator has engaged in an offense, infraction, misconduct, or other behavior warranting discipline, the administration's decision as to the level of discipline shall be guided by principles including but not limited to the following:
1. The adequacy and credibility of the evidence derived from investigation.
 2. Fair notice given to the educator, or lack of prior enforcement.
 3. The seriousness of the offense, infraction or misconduct.
 4. The Employee's prior disciplinary and/or employment record.

5. The existence of any relevant aggravating or mitigating factors.
- I. In the event an educator is disciplined and receives one of the forms of discipline defined above, that incident shall not be applied to their evaluation, unless such behavior that led to the discipline impacts performance.
- J. The Superintendent's (or designee's) decision to impose any disciplinary action that is not subject to board review, as described above, is final.

ARTICLE 37: SALARY SCHEDULE B, C, AND D POSTING PROCEDURES

37.1. Schedules B, C, and D.

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

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

ARTICLE 38: ANCILLARY TEACHERS NOT COVERED UNDER THE MICHIGAN TEACHER TENURE ACT

THIS ARTICLE ONLY APPLIES TO ANCILLARY TEACHERS WHO ARE NOT COVERED BY THE MICHIGAN TEACHERS' TENURE ACT.

RECOGNITION, REDUCTION IN RANK, REPRIMANDS, WARNINGS, OR DISCIPLINE, EVALUATION, LAYOFF/RECALL, TRANSFERS AND LEAVES: FOR TEACHERS NOT COVERED BY THE TEACHER TENURE ACT.

38.1. Recognition. The following provisions are in effect and exclusively applicable, where relevant, to ancillary teachers, defined within the parties' Collective Bargaining Agreement as teachers whose employment is not governed by the Michigan Teachers' Tenure Act. By way of illustration, this includes TSD employees whose position does not require a teaching certificate, who maintain licensing necessary for their positions, and who are regularly employed as guidance counselors, school psychologists, speech pathologists, consultants, administrative interns, and social workers. As used within this Article only, the term "teacher" means and includes only "ancillary teachers."

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

38.3. Reprimands, Warnings, or Discipline.

A. Any oral reprimanding, warning, or discipline of an ancillary teacher by a principal or other administrator shall be done in private, not in front of students, parents, or other school employees, and it shall be done only for just cause.

B. If a written record of an incident is inserted in a personnel file, the teacher shall receive a dated copy within ten (10) days of the administrator's knowledge of said incident. The teacher's copy will note that the item is being inserted into said file. Only those items so processed may be used in disciplinary actions against the teacher.

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

C. Only the teacher's immediate supervisor(s) or a central office administrator may reprimand, warn, or discipline a teacher or have said reprimand warning, or discipline enclosed in personnel files.

- D. Written record of an incident and rebuttal involving a teacher will be removed from the teacher's personnel file when he/she/they leaves the District for any reason except a leave of absence.
- E. All significant complaints and compliments, whether or not they seem valid, received by the Administration, shall be reported to the teacher named within one (1) week.

If a complaint is filed against a named teacher by a student, the Association president or a mutually agreed upon designee shall have an opportunity to be present at an interview with the student with the school principal or other school official. However, the school board will not be required to afford the named teacher this opportunity if it determines within one (1) week that the student's complaint is not a justified basis for any personnel action against the teacher.

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

- F. If the Board plans to read a letter at a board meeting, the teacher, who is the object of the letter, will be contacted prior to its public reading. The Board will make every effort to protect teachers from unsubstantiated public criticism.
- G. Under no circumstances shall a student's CA-60 or confidential special education file contain any reference to a teacher's conduct or any information which may be construed as evaluating the teacher.
- H. **Termination Notice.** A probationary ancillary teacher or the Board of Education must give a sixty-day (60-day) written notice before termination of contract unless mutually agreed upon. If the contract is broken by the probationer without proper written notification, the Board of Education may take proper action.

38.4. Evaluation Procedure.

- A. All ancillary teachers not covered by the teacher tenure act shall be evaluated at least once every school year. Primary evaluators shall be identified to the ancillary teaching staff by October 1st. Other evaluators and observers shall be identified prior to their observation. In absence of a written evaluation during a school year, the teacher's performance is assumed to be acceptable.

An ancillary teacher whose overall performance rating is "developing" or "needing support" may request to be observed by another administrator during the course of their next evaluation. However, upon such request, the District within its sole discretion shall have the exclusive right to designate the administrator(s) who will conduct such observation(s). Further, any such requests must be made by the teacher

in writing to the Superintendent or designee to the start of the subsequent school year.

- B.** The evaluations are to be in written form and signed by the evaluator and teacher. For the purpose of this provision, electronic forms and signatures shall be acceptable. One copy is to be given to the teacher. The Superintendent's copy will not be transmitted by the evaluator until after the evaluation conference, at which time the teacher receives the written evaluation.
- C.** All teachers shall be given a copy of the Troy Educator Appraisal Model (TEAM) upon request. Additionally, all new teachers will be provided with a copy of the TEAM.
- D.** If the principal suspects or has reason to believe that there will be a marked adverse change from the previous evaluation of the teacher, this fact is to be brought to the teacher's attention in writing in order that the teacher will have reasonable time within which to attempt to correct the situation.
- E.** Written explanation shall be given for a rating of "developing or needing support" in any domain of the evaluation. When domain ratings less than "effective" are given, recommendations to improve shall be listed on the evaluation, with sources of assistance included. When a teacher's overall performance rating is "developing or needing support" in three (3) or more domains of the evaluation, an Individual Development Plan (IDP) shall be developed by the evaluator in consultation with the teacher.
- F.** An Individual Development Plan is a document recommending courses of action to be taken when an evaluator determines it necessary or when a teacher's overall performance rating is "developing or needing support" or a teacher's performance has been rated as "developing or needing support" in three or more domains of the evaluation. Completion of recommended courses of action shall demonstrate intent to improve but may not be construed to mean that the teacher has successfully remedied the unacceptable performance. Teachers placed on an IDP shall meet with the administrator writing the plan before said plan is implemented.
- G.** Formal observations of a teacher's work in the classroom shall take place for a minimum of twenty-five (25) minutes during a regularly scheduled class period. The teacher may request and have an additional formal observation.
- H.** Procedures: The individual teacher shall be notified not less than the day preceding the first formal classroom observation nor longer than ten (10) working days in advance of the first formal classroom observation but need not be notified of other observations.

1. In all cases, formal classroom observations for a particular written evaluation shall be performed by the evaluator(s) who will also be the person(s) producing the written evaluation. There should be a reasonable interval of time between observations for a written evaluation. Following observations, teachers will be provided feedback including items that the evaluator(s) believe require alteration or improvement within ten (10) working days of the classroom observation.
2. A teacher may submit a rebuttal if they do not agree with the written evaluation. The rebuttal is to be attached to all object evaluations by the person responsible for the teacher's personnel file housing the object evaluation.
3. It is agreed that no observation shall be recorded by any electronic device without the full knowledge and agreement of the teacher.
4. All formal observations of the teacher's performance shall be conducted openly and with the full knowledge of the teacher.
5. Formal evaluation of a teacher's performance shall not take place the first week of the school year at elementary, the first week of each semester at secondary, on a half-day, during parent-teacher conference days, on the day before or following a holiday or recess period.
6. All written evaluations will be completed and submitted to the teacher at (or before) the end of the year evaluation conference which shall be held no later than ten (10) calendar days prior to the last day of the school year for teachers.
7. If an administrator is going to recommend that a teacher be terminated, the teacher shall receive his/her/them final evaluation at least ten (10) working days before the recommendation is made to the Board.

38.5. Layoffs of Ancillary Teachers shall be governed by provisions A. through K.

- A. Layoff means removal from the payroll with no employment rights other than retention of seniority status, extra-duty status, recall rights as noted below, and such other rights as provided.
- B. If, because of unforeseen circumstances, such as reduction in student population, changes in curriculum, or deficit financial conditions, it becomes necessary to reduce staff, the following layoff procedures shall prevail. The order of reduction of staff will be as follows:
 1. Ancillary teachers in order of seniority (starting with the most senior) will be given the opportunity to take a voluntary layoff; provided, however, that no teacher will be allowed to take a voluntary layoff unless a qualified replacement for his/her/them position is available. The term "qualified" means that the ancillary teacher must be qualified for the position as defined in 36.8.

2. If the required number of layoffs cannot be effectuated through the voluntary procedure, involuntary layoffs will be effectuated in the following order:
 - a. Ancillary teachers in order of seniority (least senior first), however, the Board will retain less senior teachers when no more senior teachers are available or qualified for the position.
- C. Notice of potential availability of voluntary layoffs shall be sent to all teachers not later than March 15th.
- D. Requests for voluntary layoffs shall be sent to the Superintendent or designee no later than April 15th.
- E. A teacher requesting a voluntary layoff shall be notified no later than June 25th if the voluntary layoff will be provided. If the request for a voluntary layoff is denied, the teacher who made a timely and proper application for a voluntary layoff shall be allowed to apply for any unpaid leave by July 15th, for which he/she/they would otherwise be eligible. In this case, the July 15th applications shall be considered timely, and the controlling sections of Articles 19 and 20 shall determine if the leave is granted.
- F. Subject to the provisions of this article, teachers with the most seniority will be retained to the last.
- G. The voluntary layoff will be for at least one school year. Thereafter, the teacher may be recalled at any time.

While on voluntary layoff the teacher may return to active employment in any position (to be selected by the Board) for which he/she/they is certified and qualified and which is held by a less senior teacher; provided, however, that such return must occur at the beginning of the school year unless the Board agrees otherwise, and the teacher must give the Board written notice of his/her/them intent to return by the preceding March 1st.

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

- H. Written notice of involuntary layoff shall be received by all affected teacher(s) by May 1st. Teachers who are involuntarily laid-off will retain seniority and recall rights for three school years.

- I. The Board will make an effort to find another teaching position for involuntarily laid-off teachers. This will be accomplished by sending a list of all involuntarily laid-off teachers to a reasonable number of district(s) specifically requested by a teacher.
- J. A teacher who is still on layoff status at the commencement of the school year immediately following receipt of layoff notice in paragraph E above, but is recalled prior to December 1st, shall be reimbursed by the Board for his/her/them actual cost of all direct-pay insurance benefits provided for in Article 26.
- K. A teacher shall not be involuntarily laid-off because of curricular change unless such change would render the teacher non-qualified and he/she/they has refused other assignment opportunities for which qualified or has turned down training by the employer (at the employer's expense) to qualify him/her for existing vacancies.

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

38.6. Recalls shall be governed by provisions A. through H.

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

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

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

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

- B. No new teacher shall be hired before involuntarily laid-off teachers with recall rights who possess the necessary qualification have been given an opportunity for recall as per Sections K (under Layoffs) and Sections A and D (under Recall).

- C.** Recall of involuntarily laid-off teachers will be based on reversal of paragraph B above under Layoff; i.e., the last laid-off shall be the first recalled except as may be modified by paragraph A under Recall above.
- D.** Involuntarily laid-off teachers being recalled will be given five (5) calendar days from the date of the receipt of a registered or certified letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond in writing within the five (5) calendar day period (postmark) will cause the employee to be moved to the bottom of the recall list (also see Article 2.7).
- E.** Teachers who are scheduled to be laid off or transferred into positions for which they are not qualified will be given tentative notice by May 15th of their qualification deficiency. At or before the end of the school year, the teacher will be given a second notice confirming they are not qualified to teach the ensuing year's assignment. The teacher will be laid off if they either (1) fail to notify the Superintendent or designee by June 25th they pursue the necessary course work to become qualified; or (2) notify the Superintendent or designee by June 25th they will not pursue the necessary course work to become qualified.
- F.** A teacher, who is notified prior to the commencement of a school year that it will be necessary to take classes in order to be qualified, will be permitted to complete the required classes prior to the start of the school year following their assignment for which requalification is required. The teacher is required to enroll in class(es) by April 1st.
- G.** A teacher who is laid off and who is paid unemployment compensation benefits (associated with their regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the next school year will be paid according to annual salary rate, such that their unemployment compensation plus that annual salary rate will be equal to the rate of salary they would have earned for the school year had they not been laid off, subject to the following conditions:
- 1.** The total of unemployment compensation plus salary earned by employment in the District shall not be below that which the employee would have received had he/she/they been employed the entire school year.
 - 2.** The salary earned through employment in the District shall not be less than their salary for a similar period during the preceding school year.
- H.** The status of shared time or part-time teachers who are recalled and the status of teachers recalled to shared time or part-time shall be covered by the following provisions:

1. A shared time or part-time teacher may be recalled to a shared time or part-time position. The shared time or part-time teacher shall receive pay and fringe benefits equivalent to their full-time equivalency status.
2. A shared time or part-time teacher may be recalled to a full-time position. If the teacher accepts the recall to a full-time position, the teacher shall receive full pay and fringe benefits
3. A full-time teacher who has requested shared time or part-time for the school year in which they are recalled may be recalled to a shared time or part-time position. If the teacher accepts the recall to the shared time or part-time position, the teacher shall receive pay and fringe benefits equivalent to their full-time equivalency status.
4. A full-time teacher who has not requested shared time or part-time for the school year in which they are recalled, may be recalled to a shared time or part-time position. If the teacher accepts the recall to the shared time or part-time position, the teacher shall receive pay prorated to their full-time equivalency status and shall receive full fringe benefits paid for by the Board.

38.7. Teacher Responsibilities.

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

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

38.8. Professional Qualifications.

Qualifications: As used in this Article, the term “qualification” and “qualified” shall be defined as follows:

- A. To be qualified the ancillary teacher must be licensed in accordance with the state and federal law.

38.9. Class Size.

A. Maximum Enrollments. When any class in a school reaches the maximum number of students, the Administration with the Association will formulate plans for handling the first enrollee over the maximum. The following shall be used as criteria in solving the overcrowding situation.

1. Transfer student(s):
 - a. Within the school
 - b. To another building
2. Hire an additional teacher, using rooms available in some other community facilities if necessary.
3. In the event of an emergency (defined as a situation which cannot be resolved by the above procedures) the planned maximum may be exceeded by two (2) pupils.
4. Either party to the master agreement may request a meeting to discuss alternative methods to numbers 1, 2, and 3 above. In this situation, the parties shall meet and discuss alternative methods such as, but not limited to, those listed below.
 - a. Voluntarily increasing shared time or part-time assignments.
 - b. Recall a laid-off teacher, which may possibly necessitate the involuntary transfer of a teacher(s).
 - c. Voluntary assignment of a sixth teaching period in the secondary buildings. (Pay shall be equal to one-fifth (1/5) of the teacher's pay rate.)
 - d. The voluntary assigning of a sixth teaching period in the secondary may be accomplished after the following criteria have been considered:
 - I. Availability and district-wide seniority within the department of the affected building.
 - II. The number of sixth period class assignments the teacher has taught in the past years.
 - III. Teacher possesses the contractual requirements for teaching said course.
 - IV. Any other criteria upon which the parties agree.

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

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

The intent of Article 38.9.A.4 is to allow the parties the opportunity to discuss and agree upon alternative methods of handling an overload of students at the secondary level. Should alternative proposals outlined in Article 38.9.A.4 above not be acceptable to the parties, Article 38.9.A.1-3 shall be implemented.

38.10. Ancillary Teacher Transfers.

A. Bargaining unit regular and extra-duty positions which will be vacant at the start of the next school year shall be posted at each school, at the Administrative Center, and at the TEA Office. After building assignments are made, the resulting known vacancies will be posted for seven (7) calendar days between May 1st and July 31st. All bargaining unit regular and extra-duty positions which become vacant during the school year shall be posted at least seven (7) calendar days prior to the position being filled, except by a substitute teacher. The posting shall contain the following information:

1. The building or special service department
2. The tentative grade level or teaching schedule
3. The academic and professional qualifications desired for the position
4. The certification requirements and, if any, the accreditation requirements

Teachers desiring transfer to one of the posted vacancies shall submit a transfer form to the Employee Services Department by the end of the last day of the posting. Any application shall be confidential at the request of the employee.

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

C. After all qualified applicants have been interviewed, the Employee Services Department will inform all applicants of the results within ten (10) workdays following the last interview. If a teacher's request for voluntary transfer is denied, the teacher may request a meeting with the building principal involved. At that meeting the teacher will be notified of the reasons for the denial of the transfer request. This procedure may be continued to the Deputy Superintendent for Instruction, K-12 and then to the Superintendent of Schools.

D. When new buildings are to be opened, earlier posting dates may be added to the schedule in Article 38.10.A. above.

E. When a school is opened that is not a receiving school for a closed school, the principal, if a principal was transferred, may voluntarily transfer up to one-half of their current

teachers to the new building. The remaining positions shall be filled by teachers transferring from other buildings or returning from leave. If a current principal is not assigned, up to one-half of the teachers shall be placed without regard to seniority ranking. In all cases, teachers selected shall be selected in accordance with the transfer provisions of this Agreement. New teachers shall be hired if current teachers, by transfer, do not staff the building. All staffing shall be completed by June 1st.

- F. All teachers shall be given written notice of their tentative assignments for the forthcoming year no later than the first day of June or as soon thereafter as possible, at any rate, at least thirty (30) days before school starts. For any subsequent changes, the teacher will be notified in writing prior to the change taking effect.
- G. All bargaining unit regular and extra-duty positions which become vacant during the school year shall be posted at least seven (7) workdays prior to the position being filled, except by a substitute teacher.

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

- H. All administrative vacancies will be publicized by being posted at each school, at the Administrative Center, and at the TEA Office. The posting shall include all pertinent information, including qualifications. All applicants who are employees of the District shall be given consideration and shall also receive written notification of the filling of the position. The Board supports a policy of promotion from within the District, except when local candidates fall short of qualifying well for the position in the judgment of the Administration.
- I. Prior to the beginning of the school year, a currently employed teacher shall be granted lateral transfers before a new teacher is hired for the position in question, providing there are at least three (3) qualified transfer applicants. A transfer within a building shall be granted to teachers currently assigned to the building who request a transfer. At the elementary level, Grades K-2 and Grades 3-5 shall be considered as separate disciplines for the application of this Section.
- J. **Definitions.** When used in this Article, the following terms shall mean: (1) A **transfer** is a change in building, grade level, department, course, or subject matter; (2) a **voluntary transfer** is one requested by the teacher on his/her/them own or at

the suggestion of the Administration; (3) an **involuntary transfer** is one not requested by the teacher; and (4) **qualifications** shall be primary qualifications as defined in Article 36.7.

K. In the event the district elects to close a building the teacher in the affected building shall be reassigned according to the following procedures:

1. A teacher may elect any vacant position for which they are qualified.
2. Teachers who do not elect to fill positions as in A above shall be allowed to bump teachers in buildings which are receiving students from the closed schools. A receiving school shall be defined as those buildings of the same kind (elementary, middle school, high school) who are receiving more than ten percent (10%) of the students from the closing school. Teachers who are certified/qualified shall bump by seniority into positions in the receiving schools. Percentage of teachers from the closed building available for the receiving school shall be equal, or as equal as possible, to the percentage of students from the closed building assigned to the receiving school. In the case of more than one receiving school, teachers of the closed school may elect their receiving school.
3. Any staff which is unassigned as a result of B above shall be assigned to positions for which they qualify or if no position exists, they shall be laid-off.
4. In the event buildings are closed after the school year has started the procedure for bumping (assigning the teachers) shall be referred to the Professional Relations Committee to ensure that “double bumping” does not occur.

L. Teachers are subject to involuntary transfers from position to position and from building to building at the discretion of the Superintendent or their designee. The one exception to this Section is in the case where a building or department has an excess of teachers due to changes in enrollment. In such a case, vacancies in other buildings will be filled by the least senior teacher in the affected building who is qualified for the vacant position. However, a more senior qualified teacher in the affected building or department may volunteer to be transferred as excess staff at the same level to which the current teacher is currently assigned (i.e., elementary K-2, elementary 3-5, middle school, or high school) instead of the least senior teacher, provided that the least senior teacher would not otherwise be laid off. A teacher volunteering to be the excess teacher in a building may withdraw their request to be an excess teacher but must do so by providing written notice to the Superintendent or designee by the last student day of the school year. Excess teachers shall be tentatively assigned to known vacant positions no later than the fifth workday prior to the end of the teacher’s work year, whenever possible. At the elementary level, Grades K-2 and Grades 3-5 shall be considered as separate disciplines for the application of this Article.

- M. Teachers transferred against their wishes may request a hearing with the person making the transfer to show “just cause”. The hearing shall be held before said transfer becomes effective.
- N. A teacher who is transferred shall be certified and qualified to teach in the new assignment. Notice will be afforded the teacher in accordance with Sections M and N.
- O. Vacancies shall be filled with voluntary transfers, where possible. If transfers are found to be necessary, the teacher will be notified prior to the end of the current school year. If said transfer is deemed necessary after this deadline, the date of notification will be no later than July 1st, whenever feasible. Upon request of the teacher, a meeting will be held between the teacher, the TEA, and the Superintendent or designee at which time the teacher will be notified of the reasons for such transfer.
- P. No teacher shall be transferred involuntarily two (2) consecutive years, nor more than once during the school year, other than where such involuntary transfer is necessary to avoid a teacher traveling between buildings or in exceptional circumstances, which will be discussed with the Professional Relations Committee.
- Q. In the event it becomes necessary to make an involuntary transfer not covered in Section L. above, the least senior teacher who is certified and qualified in accordance with Article 36.7, shall be given the transfer unless there is a more senior teacher who is teaching outside his/her/them area of major/minor (middle school) or does not meet North Central requirements (high school); provided, however, if this exception resulted in the layoff of the more senior teacher, the exception shall not apply.
- R. Involuntary transfers may occur for the following reasons: (1) no applicant requesting a transfer for the position(s) in question meets the posted specifications; (2) to facilitate the recall of a laid-off teacher; (3) to facilitate the return of a teacher on leave; (4) to avoid the layoff of a teacher (in which event primary and alternative qualifications shall apply); (5) change in student enrollment patterns; (6) reduction in program; (7) change in program; and (8) failure to meet “highly qualified” standards of No Child Left Behind Act (based upon documentation on file in the Employee Services Department as of April 1st).
- S. In the event a change in assignment occurs after June 1st and prior to the beginning of the school in the fall, knowledge of this transfer will be sent to the teacher in writing within twenty-four (24) hours after the administrative transfer has been made. Notice will be sent to the teacher’s summer address and include the reason for the change.

38.11. Leaves of Absence-General.

A. Health Leave. Upon recommendation of the teacher's physician, a leave of absence shall be granted up to one school year, plus any unfinished school year. Two (2) annual extensions of the health leave shall be granted upon written request of a teacher accompanied by a written statement by their physician. When the employee's health permits their return to duty, they shall notify the Superintendent in writing and submit a statement from his/her/them personal physician certifying fitness to return to duty. The Superintendent shall give the returning teacher an assignment equivalent to the full-time equivalency of the assignment the teacher held prior to the commencement of the leave for which they are certified and qualified, within sixty (60) days of receipt of the letter requesting reassignment.

B. Personal Leave. Any teacher may receive a one (1) school year leave without pay for exceptional reasons. The teacher shall submit a letter of application identifying the exceptional reasons for requesting such leave. The leave shall coincide with the school year. The teacher must give written notice by March 1st of intent to return the following fall. Notwithstanding paragraph C below, a teacher returning from personal leave will be assigned to an available position for which they are certified and qualified, or in the event there is no such available position, will be allowed to bump the least senior teacher occupying a position for which the returning teacher is certified and qualified. As used in this section, the term "qualified" has the same meaning as in Article 36.8.

C. Reinstatement from Leave. Notice of intent to return of the beginning of the school year must be given by March 1st. A tenure teacher who has been on leave for one school year or less and who complies with the return provisions of this paragraph shall be restored to their former position and building providing said reinstatement commences with the first day of the school year unless said position has been eliminated. A teacher who returns from leave under any conditions other than those described above shall be given an assignment for which they are certified and qualified if a position is filled by a person with less seniority. These provisions apply to Schedules B, C, and D positions only when said positions are extensions of the teacher's assignment (example: High School Instrumental Music Teacher/High School Band Director).

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

D. For purposes of this Article the term "qualified" shall be as defined in Article 36.8.

38.12. Grievance Procedure.

- A. If any ancillary teacher for whom a grievance is sustained shall be found to have been unjustly discharged or improperly deprived of any professional compensation, they shall be reinstated. Reinstatement shall be with full reimbursement of all professional compensation lost unless the arbitrator rules differently. The term “unjustly discharged” for any ancillary teacher shall be based on the Board’s action being done for arbitrary and/or capricious reasons.

38.13. Miscellaneous Provisions.

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

38.14. Master Sick Bank.

- A. **Sick Bank.** The Board recognizes that the Sick Bank Committee’s decisions cannot be reversed by the Board. However, the committee’s decisions shall not be used as evidence or raised as an issue by either party during hearings over disciplinary action against an ancillary for alleged excessive absenteeism.

38.15. Shared Time or Part-Time Teaching.

- A. No shared time or part-time assignments shall come into existence without approval of the Superintendent or designee. Once approved by the Superintendent or designee, a shared-time assignment shall not terminate during the school year without the approval of the Superintendent or designee, except in the case of resignation or termination of one or both of the teachers sharing the assignment. In case of such resignation or termination, the Superintendent or designee shall have the right, in their discretion, to continue the shared-time assignment by offering the vacated portion of the assignment to qualified laid-off teachers in order of seniority, and in absence of success through that method, by hiring a temporary replacement or replacements.
- B. A shared time or part-time assignment may be continued for an additional school year by agreement between the teachers involved and the Superintendent or his/her/them designee. However, in any case where termination of the assignment at the end of a school year would result in the layoff of a teacher, the Superintendent or designee shall have the right, in his/her/them discretion, to require that the teachers

involved continue in the shared time or part-time assignment for the ensuing school year, except in case of resignation or termination of one or both of said teachers. In case of such resignation or termination, the provisions of the last sentence of paragraph A. above shall be applicable, with the phrase “temporary replacement” construed to include a replacement for all of the ensuing school year.

- C. Shared time or part-time teachers will be allowed to share time by teaching one semester and having the shared time or part-time partner teach the other semester. This situation shall in no case be considered a layoff when the teacher is not teaching. A teacher who is to teach the second semester must pay for fringe benefits prior to the commencement of the first semester if the teacher wishes to have coverage.
- D. For purposes of this Agreement, a teacher who has voluntarily become a less than full-time employee shall be considered shared time or part-time (see Article 36.6.H for involuntary FTE reductions).

38.16. Troy College and Career High School.

- A. **Layoff and Recall.** Ancillary teachers in order of seniority (starting with the most senior) will be given the opportunity to take a voluntary layoff; provided, however, that no teacher will be allowed to take a voluntary layoff unless a qualified replacement for his/her/them position is available. As used in Article 36.16.A., the term “qualified” means that the teacher must be certified and qualified as defined in Article 36.8.
- B. When the Board determines it is necessary to recall a teacher to Troy College and Career High School, the most senior qualified (as defined in 36.8) teacher shall be recalled. Should the teacher refuse recall, they shall be moved to the bottom of the recall list but will not lose their seniority date. In this event, the Board shall then recall the next most senior qualified teacher who accepts recall.

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

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

It is understood that 36.6 A. applies for vacancies other than at Troy College and Career High School.

- C. Professional Qualifications and Assignment.** To be qualified to teach at Troy College and Career High School, the teacher must be licensed in accordance with state law.
- D.** If a Troy College and Career High School teacher fails to satisfy the qualifications in 36.8 above or fails to satisfy one of the primary or alternative qualifications in 36.8 for a position other than at Troy College and Career High School, then such a teacher shall be laid off.
- E.** Wherever the term “qualified” is used for Troy College and Career High School, it shall be as defined in 36.8 above.
- F. Transfers – Voluntary Transfers.** It is understood that a currently employed ancillary teacher from a building other than Troy College and Career High School is not required to be transferred to Troy College and Career High School. Further it is understood that a teacher currently employed at Troy College and Career High School is not required to be transferred to a bargaining unit position outside of Troy College and Career High School. The “rule of three” shall not apply for transfers in either direction.
- G. Definitions.** When used in this Article, the following terms shall mean: (1) A **transfer** is a change in building, grade level, department, course, or subject matter; (2) a **voluntary transfer** is one requested by the teacher on his/her/them own or at the suggestion of the Administration; (3) an **involuntary transfer** is one not requested by the teacher; (4) **qualifications** shall be primary qualifications as defined in paragraph C above.
- H.** Should Troy College and Career High School close, the layoff, recall, and/or transfer language shall apply.
- I.** In the event it becomes necessary to make an involuntary transfer, the least senior teacher who is certified and qualified in accordance with 16.8 for positions other than at Troy College and Career High School, or paragraph C. above for positions at Troy College and Career High School, shall be given the transfer.
- J.** Involuntary transfers may occur for the following reasons: (1) no applicant requesting a transfer for the position(s) in question meets the posted specifications; (2) to facilitate the recall of a laid-off teacher; (3) to facilitate the return of a teacher on leave; (4) to avoid the layoff of a teacher (in which event primary and alternative qualifications shall apply for assignments other than at Troy College and Career High School); (5) change in student enrollment patterns; (6) reduction in programs; and (7) change in program.

ARTICLE 39: INFORMATION AND DUES

39.1. Public Act 236.

- A. The purpose of this section is to address Public Act (PA) 236 of 2023.
- B. A bargaining unit member is defined as any individual recognized within Article 1.2 of the TEA/TSD Collective Bargaining Agreement.
- C. Beginning August 15th, 2024, and the fifteenth (15th) of each month (excluding July), designated TEA representatives will be given a complete listing of all bargaining unit members that includes the following:
 - 1. First, middle, and last name
 - 2. Start date of employment in current bargaining unit
 - 3. FTE, step, lane placement with annual salary (Schedule A only)
 - 4. Building(s) and assigned schedule if split between buildings
 - 5. Employee identification number
 - 6. Name of position
 - 7. Work email address and personal email address
 - 8. Home mailing address
 - 9. Home and cell phone number
 - 10. Leave status
- D. The TEA will provide the TSD with both the names and emails of the designated TEA representatives (TEA President, Vice President, Membership Chair, MEA Field Office Assistant) to receive bargaining unit member information.
- E. The above-listed information shall be provided via email in an attached Excel template format provided by the TEA.
- F. This mutually agreed upon monthly report shall serve as the report requirement for the Dues and Payroll Deduction Article 39.1.G.2.b

G. Payroll Dues Deduction.

- 1. The TEA shall notify the District by July 1st it intends to begin payroll dues deduction for the following school year. The TEA shall provide the employer with a list of members who will be participating in payroll deduction by August 1st. Adjustments may be made for employees hired after August 1st.

The Employer shall process payroll deduction forms received from members within ten (10) days of receipt. Such authorization shall continue from year to year unless revoked in writing or by an electronically signed form submitted by the member to the employer.

Pursuant to such authorization, the Employer shall deduct one tenth (1/10th) of such dues, assessments, and/or contributions from the regular salary dues of the bargaining unit member from the first (1st) paycheck of each month of active employment (September – June).

If the payroll deduction amounts change within the course of any school year, the TEA shall provide to the District a payroll change form for any affected member to apply within ten (10) days of receipt to any remaining pays per the deduction schedule defined above.

- 2.** Any bargaining unit employee may voluntarily become a member of the TEA. A member of the TEA or an employee who has applied for membership may sign and deliver to the District a signed form authorizing the payroll deduction of dues, assessments, and/or contributions to the TEA. If received in a hard copy signed form or an electronically signed form, said authorization provided by the TEA shall be accepted and processed by the District.
 - a.** Upon appropriate written authorization from the bargaining unit member, the District shall deduct from the wages of any such member and make appropriate remittance for MESSA programs not fully District-paid or any other plans or programs jointly approved by the TEA and District.
 - b.** Upon receipt of authorized payroll deductions for TEA dues, assessments, and contributions to the TEA and/or its PAC, the District shall transmit these payments to the Michigan Education Association via the provided ACH within ten (10) days of when the payroll deductions took place.

Accompanying the distribution of payments will be a mutually agreed upon report.

- c.** In the event of any legal action against the District brought in a court or administrative agency because it complied with this Article, the TEA agrees to defend and indemnify the District for all costs and damages.

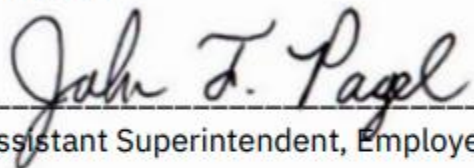
ARTICLE 40: DURATION OF AGREEMENT

This agreement shall be in full force and effect as of February 1st, 2024 and shall continue in effect through April 15th, 2027. This agreement shall not be extended orally, and it expressly understood it shall expire on the date set forth above unless mutually agreed in writing by both parties.

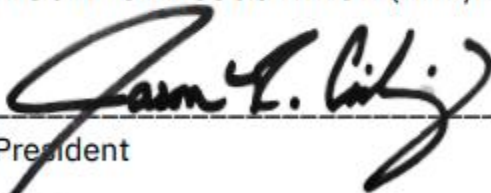
IN WITNESS THEREOF, the parties have executed this Agreement by their duly authorized representatives, the day and year first written above. On or before October 15th, 2026, both teams shall meet to discuss contract negotiations as described in Article 24.3.A.


TROY BOARD OF EDUCATION

By 
President

By 
Assistant Superintendent, Employee Services

TROY EDUCATION ASSOCIATION (MEA/NEA)

By 
President

By 
Secretary

SCHEDULE A: SALARY

TROY SCHOOL DISTRICT SCHEDULE A: 2024 - 2025 SCHOOL YEAR

STEP						THESE LANES ONLY FOR TEACHERS GRANDFATHERED ^{1,3,4}					
	BA	BA20	MA	MA30/EDS/ ESL End.	PHD/ EDD	BA25 ³	MA5 ³	MA10 ⁴	MA15 ³	MA20 ⁴	MA25 ³
	1	2	3	4	5	6	7	8	9	10	11
1	44,960	46,711	48,771	52,067	55,466	47,226	48,771	49,183	49,801	50,213	51,037
1.5	46,196	48,127	50,316	53,818	57,217	48,693	50,341	50,792	51,449	51,900	52,762
2	47,432	49,543	51,861	55,569	58,968	50,161	51,912	52,401	53,097	53,586	54,487
2.5	48,668	50,959	53,406	57,320	60,719	51,629	53,483	54,011	54,745	55,273	56,212
3	49,904	52,376	54,951	59,071	62,470	53,097	55,054	55,620	56,393	56,959	57,938
3.5	51,140	53,792	56,496	60,822	64,221	54,564	56,624	57,229	58,041	58,646	59,663
4	52,376	55,208	58,041	62,573	65,972	56,032	58,195	58,839	59,689	60,332	61,388
4.5	53,612	56,624	59,586	64,324	67,723	57,500	59,766	60,448	61,337	62,019	63,113
5	54,848	58,041	61,131	66,075	69,474	58,968	61,337	62,058	62,985	63,706	64,839
5.5	56,084	59,457	62,676	67,826	71,225	60,435	62,907	63,667	64,633	65,393	66,564
6	57,320	60,873	64,221	69,577	72,976	61,903	64,478	65,276	66,281	67,079	68,289
6.5	58,556	62,289	65,766	71,328	74,727	63,371	66,049	66,886	67,929	68,766	70,014
7	59,792	63,706	67,311	73,079	76,478	64,839	67,620	68,495	69,577	70,452	71,740
7.5	61,028	65,122	68,856	74,830	78,229	66,306	69,190	70,104	71,225	72,139	73,465
8	62,264	66,538	70,401	76,581	79,980	67,774	70,761	71,714	72,873	73,825	75,190
8.5	63,500	67,954	71,946	78,332	81,731	69,242	72,332	73,323	74,521	75,512	76,915
9	64,736	69,371	73,491	80,083	83,482	70,710	73,903	74,933	76,169	77,199	78,641
9.5	65,972	70,787	75,036	81,834	85,233	72,177	75,473	76,542	77,817	78,886	80,366
10	67,208	72,203	76,581	83,585	86,984	73,645	77,044	78,151	79,465	80,572	82,091
10.5	68,444	73,619	78,126	85,336	88,735	75,113	78,615	79,761	81,113	82,259	83,816
11	69,680	75,036	79,671	87,087	90,486	76,581	80,186	81,370	82,761	83,945	85,542
11.5	70,916	76,452	81,216	88,838	92,237	78,048	81,756	82,979	84,409	85,632	87,267
12	72,152	77,868	82,761	90,589	93,988	79,516	83,327	84,589	86,057	87,318	88,992
12.5	73,388	79,284	84,306	92,340	95,739	80,984	84,898	86,198	87,705	89,005	90,717
13	74,624	80,701	85,851	94,091	97,490	82,452	86,469	87,808	89,353	90,692	92,443
13.5	75,860	82,117	87,396	95,842	99,241	83,919	88,039	89,417	91,001	92,379	94,168
14	78,126	84,563	89,971	98,623	102,022	86,417	90,640	92,056	93,679	95,095	96,923

LONGEVITY INCREMENT AMOUNTS²

LNGI	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
LNGII	2,682	2,866	3,006	3,221	3,269	2,915	3,006	3,049	3,093	3,135	3,180
LNGIII	4,564	4,935	5,204	5,644	5,734	5,028	5,211	5,299	5,384	5,472	5,559
LNGIV	6,945	7,502	7,911	8,564	8,704	7,645	7,919	8,046	8,177	8,307	8,438

1. For a teacher to advance beyond the MA lane, the semester hours or equivalent must be taken after completion of the requirements for a Master's Degree.
2. Longevity pay shall be paid to teachers in their respective salary lanes at the amounts provided above for service beyond 10 years in Troy Schools (Longevity I) beyond 15 years in Troy Schools (Longevity II), beyond 20 years in Troy Schools (Longevity III), and beyond 25 years in Troy Schools (Longevity IV).
3. Teachers shall not be allowed to go onto the following salary lanes after the 1996-1997 school year: BA+15, BA+25, MA+5, MA+15, and MA+25.
4. Teachers shall not be placed on the MA+10 or MA+20 salary lanes after the start of the 2009-10 school year.

TROY SCHOOL DISTRICT
SCHEDULE A: 2025 - 2026 SCHOOL YEAR

THESE LANES ONLY FOR TEACHERS GRANDFATHERED ^{1,3,4}

STEP	BA 1	BA20 2	MA 3	MA30/EDS/ESL End. 4	PHD/EDD 5	BA25 3 6	MA5 ³ 7	MA10 4 8	MA15 3 9	MA20 4 10	MA25 3 11
1	46,083	47,878	49,990	53,368	56,852	48,406	49,990	50,412	51,046	51,468	52,312
1.5	47,350	49,330	51,573	55,163	58,647	49,911	51,600	52,062	52,735	53,197	54,081
2	48,617	50,782	53,157	56,958	60,442	51,415	53,210	53,711	54,424	54,925	55,849
2.5	49,884	52,233	54,741	58,752	62,236	52,919	54,820	55,361	56,113	56,655	57,618
3	51,151	53,685	56,324	60,547	64,031	54,424	56,430	57,011	57,802	58,383	59,386
3.5	52,418	55,137	57,908	62,342	65,826	55,928	58,040	58,660	59,492	60,112	61,154
4	53,685	56,588	59,492	64,137	67,621	57,433	59,650	60,310	61,181	61,841	62,923
4.5	54,952	58,040	61,075	65,932	69,416	58,937	61,260	61,959	62,870	63,570	64,691
5	56,219	59,492	62,659	67,726	71,210	60,442	62,870	63,609	64,559	65,298	66,459
5.5	57,486	60,943	64,242	69,521	73,005	61,946	64,480	65,259	66,248	67,027	68,228
6	58,752	62,395	65,826	71,316	74,800	63,451	66,090	66,908	67,938	68,756	69,996
6.5	60,019	63,846	67,410	73,111	76,595	64,955	67,700	68,558	69,627	70,485	71,765
7	61,286	65,298	68,993	74,905	78,389	66,459	69,310	70,207	71,316	72,213	73,533
7.5	62,553	66,750	70,577	76,700	80,184	67,964	70,920	71,857	73,005	73,943	75,301
8	63,820	68,201	72,161	78,495	81,979	69,468	72,530	73,507	74,694	75,671	77,070
8.5	65,087	69,653	73,744	80,290	83,774	70,973	74,140	75,156	76,384	77,400	78,838
9	66,354	71,105	75,328	82,085	85,569	72,477	75,750	76,806	78,073	79,128	80,607
9.5	67,621	72,556	76,911	83,879	87,363	73,982	77,360	78,455	79,762	80,858	82,375
10	68,888	74,008	78,495	85,674	89,158	75,486	78,970	80,105	81,451	82,586	84,143
10.5	70,155	75,460	80,079	87,469	90,953	76,991	80,580	81,755	83,140	84,315	85,912
11	71,421	76,911	81,662	89,264	92,748	78,495	82,190	83,404	84,830	86,044	87,680
11.5	72,688	78,363	83,246	91,058	94,542	79,999	83,800	85,054	86,519	87,773	89,448
12	73,955	79,815	84,830	92,853	96,337	81,504	85,410	86,703	88,208	89,501	91,217
12.5	75,222	81,266	86,413	94,648	98,132	83,008	87,020	88,353	89,897	91,231	92,985
13	76,489	82,718	87,997	96,443	99,927	84,513	88,630	90,003	91,586	92,959	94,754
13.5	77,756	84,170	89,580	98,238	101,722	86,017	90,240	91,652	93,276	94,688	96,522
14	80,079	86,677	92,220	101,088	104,572	88,577	92,906	94,358	96,020	97,472	99,346

LONGEVITY INCREMENT AMOUNTS²

LNGI	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
LNGII	2,682	2,866	3,006	3,221	3,269	2,915	3,006	3,049	3,093	3,135	3,180
LNGIII	4,564	4,935	5,204	5,644	5,734	5,028	5,211	5,299	5,384	5,472	5,559
LNGIV	6,945	7,502	7,911	8,564	8,704	7,645	7,919	8,046	8,177	8,307	8,438

1. For a teacher to advance beyond the MA lane, the semester hours or equivalent must be taken after completion of the requirements for a Master's Degree.
2. Longevity pay shall be paid to teachers in their respective salary lanes at the amounts provided above for service beyond 10 years in Troy Schools (Longevity I) beyond 15 years in Troy Schools (Longevity II), beyond 20 years in Troy Schools (Longevity III), and beyond 25 years in Troy Schools (Longevity IV).
3. Teachers shall not be allowed to go onto the following salary lanes after the 1996-1997 school year: BA+15, BA+25, MA+5, MA+15, and MA+25.
4. Teachers shall not be placed on the MA+10 or MA+20 salary lanes after the start of the 2009-10 school year.

TROY SCHOOL DISTRICT
SCHEDULE A: 2026 - 2027 SCHOOL YEAR

STEP						THESE LANES ONLY FOR TEACHERS GRANDFATHERED ^{1,3,4}					
	BA	BA20	MA	MA30/E DS/ESL End.	PHD/E DD	BA25 ³	MA5 ³	MA10 ⁴	MA15 ³	MA20 ⁴	MA25 ³
	1	2	3	4	5	6	7	8	9	10	11
1	47,005	48,836	50,990	54,436	57,989	49,374	50,990	51,420	52,066	52,497	53,359
1.5	48,297	50,317	52,605	56,266	59,820	50,909	52,632	53,103	53,789	54,261	55,162
2	49,590	51,797	54,220	58,097	61,651	52,443	54,274	54,786	55,512	56,024	56,966
2.5	50,882	53,278	55,835	59,928	63,481	53,978	55,916	56,468	57,235	57,788	58,770
3	52,174	54,759	57,451	61,758	65,312	55,512	57,558	58,151	58,958	59,551	60,574
3.5	53,466	56,239	59,066	63,589	67,143	57,047	59,201	59,833	60,681	61,315	62,377
4	54,759	57,720	60,681	65,420	68,973	58,581	60,843	61,516	62,404	63,077	64,181
4.5	56,051	59,201	62,297	67,250	70,804	60,116	62,485	63,199	64,127	64,841	65,985
5	57,343	60,681	63,912	69,081	72,635	61,651	64,127	64,881	65,850	66,604	67,789
5.5	58,635	62,162	65,527	70,912	74,465	63,185	65,770	66,564	67,573	68,368	69,592
6	59,928	63,643	67,143	72,742	76,296	64,720	67,412	68,246	69,296	70,131	71,396
6.5	61,220	65,123	68,758	74,573	78,127	66,254	69,054	69,929	71,019	71,895	73,200
7	62,512	66,604	70,373	76,404	79,957	67,789	70,696	71,612	72,742	73,658	75,004
7.5	63,804	68,085	71,988	78,234	81,788	69,323	72,338	73,294	74,465	75,421	76,807
8	65,096	69,565	73,604	80,065	83,619	70,858	73,981	74,977	76,188	77,184	78,611
8.5	66,389	71,046	75,219	81,896	85,449	72,392	75,623	76,659	77,911	78,948	80,415
9	67,681	72,527	76,834	83,726	87,280	73,927	77,265	78,342	79,634	80,711	82,219
9.5	68,973	74,008	78,450	85,557	89,111	75,461	78,907	80,025	81,357	82,475	84,022
10	70,265	75,488	80,065	87,388	90,941	76,996	80,550	81,707	83,080	84,238	85,826
10.5	71,558	76,969	81,680	89,218	92,772	78,530	82,192	83,390	84,803	86,002	87,630
11	72,850	78,450	83,296	91,049	94,603	80,065	83,834	85,072	86,526	87,764	89,434
11.5	74,142	79,930	84,911	92,880	96,433	81,599	85,476	86,755	88,249	89,528	91,237
12	75,434	81,411	86,526	94,710	98,264	83,134	87,118	88,438	89,972	91,291	93,041
12.5	76,727	82,892	88,141	96,541	100,095	84,669	88,761	90,120	91,695	93,055	94,845
13	78,019	84,372	89,757	98,372	101,925	86,203	90,403	91,803	93,418	94,818	96,649
13.5	79,311	85,853	91,372	100,202	103,756	87,738	92,045	93,485	95,141	96,582	98,452
14	81,680	88,411	94,064	103,110	106,663	90,349	94,764	96,245	97,941	99,422	101,333

LONGEVITY INCREMENT AMOUNTS²

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3. Teachers shall not be allowed to go onto the following salary lanes after the 1996-1997 school year: BA+15, BA+25, MA+5, MA+15, and MA+25.
4. Teachers shall not be placed on the MA+10 or MA+20 salary lanes after the start of the 2009-10 school year.

SCHEDULE B: EXTRA DUTY PAY ATHLETIC COACHING POSITIONS

In addition to the base salary, the following extra duty assignments requiring time outside regular school hours shall be paid at the percentage figure shown multiplied by \$70,000 for the duration of the contract.

CATEGORY I			CATEGORY I		
FOOTBALL			BASKETBALL		
VARSITY	11.60%	\$8,120.00	VARSITY	11.60%	\$8,120.00
ASST. VARSITY	7.50%	\$5,250.00	ASST. VARSITY	7.50%	\$5,250.00
JUNIOR VARSITY	7.50%	\$5,250.00	JUNIOR VARSITY	7.50%	\$5,250.00
ASST. JR. VARSITY	7.00%	\$4,900.00	FRESHMAN	7.00%	\$4,900.00
FRESHMAN	7.00%	\$4,900.00	8TH GRADE	6.00%	\$4,200.00
ASST. FRESHMAN	6.50%	\$4,550.00	7TH GRADE	6.00%	\$4,200.00
8TH GRADE	6.00%	\$4,200.00			
7TH GRADE	6.00%	\$4,200.00			
8TH GRADE ASSISTANT	5.50%	\$3,850.00			
7TH GRADE ASSISTANT	5.50%	\$3,850.00			
CATEGORY II			CATEGORY II		
GYMNASTICS			SWIMMING		
VARSITY	9.00%	\$6,300.00	VARSITY	9.00%	\$6,300.00
ASST. VARSITY	7.00%	\$4,900.00	ASST. VARSITY	7.00%	\$4,900.00
WRESTLING			JUNIOR VARSITY	7.00%	\$4,900.00
VARSITY	9.00%	\$6,300.00	COMPETITIVE CHEER		
JUNIOR VARSITY	7.00%	\$4,900.00	VARSITY	9.00%	\$6,300.00
FRESHMAN	6.00%	\$4,200.00	JUNIOR VARSITY	7.00%	\$4,900.00
			FRESHMAN	6.00%	\$4,200.00
CATEGORY III			CATEGORY III		
BASEBALL/SOFTBALL			VOLLEYBALL		
VARSITY	8.00%	\$5,600.00	VARSITY	8.00%	\$5,600.00
JUNIOR VARSITY	6.50%	\$4,550.00	JUNIOR VARSITY	6.50%	\$4,550.00
FRESHMAN	6.00%	\$4,200.00	FRESHMAN	6.00%	\$4,200.00
TRACK			8TH GRADE	5.25%	\$3,675.00
VARSITY	8.00%	\$5,600.00	7TH GRADE	5.25%	\$3,675.00
ASST. VARSITY	6.50%	\$4,550.00	LACROSSE		
FRESHMAN	6.00%	\$4,200.00	VARSITY	8.00%	\$5,600.00
8TH GRADE	5.25%	\$3,675.00	ASST. VARSITY	6.50%	\$4,550.00
7TH GRADE	5.25%	\$3,675.00	JUNIOR VARSITY	6.50%	\$4,550.00
ASSISTANT 7TH & 8TH	4.50%	\$3,150.00	ASST. JR. VARSITY	6.00%	\$4,200.00
SOCCER			HOCKEY		
VARSITY	8.00%	\$5,600.00	VARSITY	8.00%	\$5,600.00
JUNIOR VARSITY	6.50%	\$4,550.00	ASSISTANT	6.50%	\$4,550.00
FRESHMAN	6.00%	\$4,200.00	WATER POLO		
BOWLING			VARSITY	8.00%	\$5,600.00
VARSITY	8.00%	\$5,600.00	ASSISTANT	6.50%	\$4,550.00

CATEGORY IV			CATEGORY V		
TENNIS			CHEERLEADING		
VARSITY	6.00%	\$4,200.00	VARSITY	7.00%	\$4,900.00
JUNIOR VARSITY	5.50%	\$3,850.00	JUNIOR VARSITY	6.00%	\$4,200.00
GOLF			FRESHMAN	5.00%	\$3,500.00
VARSITY	6.00%	\$4,200.00	MIDDLE SCHOOL (FALL)	4.00%	\$2,800.00
JUNIOR VARSITY	5.50%	\$3,850.00	MIDDLE SCHOOL (WINTER)	4.00%	\$2,800.00
CROSS COUNTRY					
VARSITY	6.00%	\$4,200.00			
ASST. VARSITY	5.50%	\$3,850.00			
SYNCHRONIZE SWIM					
VARSITY	6.00%	\$4,200.00			
SKI TEAM					
VARSITY	6.00%	\$4,200.00			

CATEGORY VI			MIDDLE SCHOOL INTRAMURAL ACTIVITIES		
HIGH SCHOOL FACULTY MANAGER	10.00%	\$7,000.00	BASKETBALL		\$438.00
			FLAG FOOTBALL		\$875.00
			CROSS COUNTRY		\$875.00
			TENNIS		\$875.00
			TRACK		\$875.00
			VOLLEYBALL		\$438.00
			WRESTLING		\$1,166.00

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

WEIGHT ROOM SUPERVISOR	
FALL SEASON	\$1,166
WINTER-SPRING-SUMMER	\$1,589

A. COACHING ASSIGNMENTS WILL BE ALIGNED WITH TEACHING LOCATIONS WHENEVER POSSIBLE.

B. BOYS AND GIRLS COACHING EQUITIES ASSUME THAT SEASONS, CONTESTS, AND PRACTICES ARE SUBSTANTIALLY THE SAME. ANY VARIATIONS WILL BE NEGOTIATED.

SCHEDULE B ALSO PROVIDES FOR THE BOARD TO PAY ALL TEACHER RETIREMENT TO THE MICHIGAN PUBLIC EMPLOYEES RETIREMENT FUND.

SCHEDULE C: EXTRA DUTY PAY

In addition to the base salary, the following extra duty assignments requiring time outside regular school hours shall be paid at the percentage figure shown multiplied by \$70,000 for the duration of the contract.

DISTRICT-WIDE POSITIONS		
CATEGORY I - 7.50% (\$5,250) Range 1		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
		K-12 INSTRUMENTAL COORDINATOR K-12 VISUAL ARTS COORDINATOR K-12 VOCAL MUSIC COORDINATOR
CATEGORY II - 5.00% (\$3,500) Range 2		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
		ELD / BILINGUAL MEDIA
CATEGORY III - 4.00% (\$2,800) Range 3		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
		CURRICULUM CHAIRPERSON
CATEGORY IV - 2.50% (\$1,750) Range 6		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
		PSYCHOLOGIST CHAIRPERSON SOCIAL WORKER CHAIRPERSON SPEECH PATHOLOGIST CHAIRPERSON TEACHER CONSULTANT CHAIRPERSON
HIGH SCHOOL – SCHEDULE C POSITIONS		
BUILDING POSITIONS		
CATEGORY I - 7.50% (\$5,250) Range 1		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
	BAND DIRECTOR	504 COORDINATOR
CATEGORY II - 5.00% (\$3,500) Range 2		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
CORNER CONNECTION	INSTRUMENTAL MUSIC LARGE ENSEMBLE ASSISTANT (>200 STUDENTS)	BUSINESS
ROBOTICS	ORCHESTRA	ENGLISH/LIBRARY
STUDENT GOVERNMENT	PLAY DIRECTOR - PER PERFORMANCE SEASON (2 TOTAL)	FINE ARTS
WEIGHTLIFTING (1)	THEATER TECH	MATH
WEIGHTLIFTING (2)	VOCAL MUSIC	PHYSICAL EDUCATION
		SCHOOL COUNSELORS
		SCIENCE
		SOCIAL STUDIES
		SPECIAL EDUCATION
		TECH CHAIR
		VOC. ED/IND. TECH/HOME EC.
		WORLD LANGUAGE
CATEGORY III - 4.00% (\$2,800) Range 3		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
COMPUTER CLUB		
DEBATE		
DECA		
ENGINEERING CLUB		
FORENSICS		
GIRLS AND FRIENDS WHO CODE		

HOSA		
INTERNATIONAL THESPIAN SOCIETY		
LEAP		
MODEL UN		
NATIONAL HONOR SOCIETY		
NEWSPAPER		
PROJECT LEAD		
SCIENCE CLUB		
SR CLASS SPONSOR		
YEARBOOK		
CATEGORY IV - 3.50% (\$2,450) Range 4		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
JUNIOR CLASS SPONSOR	MARCHING BAND	CONTINUOUS IMPROVEMENT CHAIR
CATEGORY V - 3.00% (\$2,100) Range 5		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
BOOK CLUB		AP TESTING ACCOMODATIONS COORDINATOR
BPA		STATE TESTING ACCOMODATION COORDINATOR
CHEMISTRY CLUB		
COMPETITIVE BIOLOGY		
COMPUTER NATIONAL HONOR SOCIETY		
ENGINEERING AND ARCHITECTURE		
INTERVENTION PRG INSTRUCTOR		
MATH CLUB		
MEDIA CLUB/FILM		
MEDIA PRODUCTION		
SCIENCE NATIONAL HONOR SOCIETY		
TECHNOLOGY STUDENT ASSOC		
CATEGORY VI - 2.50% (\$1,750) Range 6		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
AMBASSADOR CLUB	ASSISTANT DIRECTOR – BAND	
ART CLUB	ASSISTANT DIRECTOR – PLAY	
ASIAN CLUB		
BSA		
CREATION CLUB		
DANCE		
ENVIRONMENTAL ACTIVISTS		
ESPORTS		
FRENCH CLUB		
FRESHMAN CLASS SPONSOR		
GAME DESIGN		
GAY STRAIGHT ALLIANCE		
GERMAN CLUB		
INDIAN AMERICAN STUDENT ASSOC		
INTENSITY DANCE		
JAPANESE CLUB		
KEY CLUB		
KEY CLUB		
KOREAN CLUB		
LATIN CLUB		
LITERARY MAGAZINE		
NO PLACE FOR HATE		
PEER MEIDATION		
PHILLIPINE CLUB		
PHYSICS CLUB		
RANDOM ACT OF KINDNESS		
ROTARY INTERACT CLUB		
SADD		
SHE'S THE FIRST		
SKILLS USA		
SOCIAL JUSTICE		
SOCIAL STUDIES CLUB		

SOPHOMORE CLASS SPONSOR		
SPANISH CLUB		
STUDENT TO STUDENT		
TABLETOP GAMING CLUB		
UNICEF CLUB		
UNIFIED BASKETBALL		
CATEGORY VII - 2.00% (\$1,400) Range 7		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
RUGBY	ASSISTANT DIRECTOR – MUSICAL	
SEX ED ADVISORY	SUMMER BAND CAMP DIRECTOR	
SKI CLUB	SUMMER STRINGS CAMP DIRECTOR	
CATEGORY VIII - 1.50% (\$1,050) Range 8		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
DESTINATION IMAGINATION		
DIVERSITY CLUB		
FUTURE PROBLEM-SOLVING		
MATHEMATICS HONOR SOCIETY		
NATIONAL ART HONOR SOCIETY		
NATIONAL TECHNICAL HONOR SOCIETY		
QUIZ BOWL		
CATEGORY IX - 1.00% (\$700) Range 9		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
ASTRONOMY	SUMMER BAND ASSISTANT DIRECTOR	
BUILDON	SUMMER STRINGS ASSISTANT DIR	
CHARACTER CLUB		
CHESS		
ENTREPRENEURSHIP CLUB		
GREEN SPACE CLUB		
INVESTING CLUB		
LEAGUE ACTIVITIES		
MAKE A WISH FOUNDATION CLUB		
MEDICAL CLUB		
PHOTOGRAPHY		
PTO/PTA REP		
SPIRIT CLUB		
MIDDLE SCHOOL - SCHEDULE C POSITIONS		
DISTRICT-WIDE POSITIONS		
CATEGORY I - 5.00% (\$3,500) Range 2		
DISTRICT-WIDE – DEPARTMENT CHAIRPERSON		
WORLD LANGUAGE	SCHOOL COUNSELORS	TECH SUPPORT
HOME LIVING	PHYSICAL EDUCATION	SPECIAL ED. CATEGORICAL (6-12)
BUSINESS	INDUSTRIAL TECH/VOC. ED.	VISUAL ART (6-12)
INSTRUMENTAL MUSIC (6-12)	VOCAL MUSIC (6-12)	ELD/BILINGUAL
BUILDING POSITIONS		
CATEGORY I - 5.00% (\$3,500) Range 2		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
		ADVISORY 6 LEADER
		ADVISORY 7 LEADER
		ADVISORY 8 LEADER
		LANGUAGE ARTS
		MATH
		SCIENCE
		SOCIAL STUDIES
		TECH CHAIR
CATEGORY II - 3.50% (\$2,450) Range 4		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
YEARBOOK (IF NO CLASS IS OFFERED)	BAND	CONTINUOUS IMPROVEMENT CHAIR
	ORCHESTRA	

	VOCAL	
CATEGORY IV - 2.50% (\$1,750) Range 6		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
ART CLUB	JAZZ BAND	SPECIAL EDUCATION CHAIRPERSON (1 PER BUILDING)
CHESS CLUB		
COMPETITIVE FORENSICS CLUB		
COMPETITIVE MODEL U.N.		
CONNECTORS CLUB		
CRAFT/FOLK ART		
DRAMA CLUB		
ENGINEERING CLUB		
HISTORY CLUB		
HOSA		
MAKER CLUB		
MATH CLUB		
MEDIA PRODUCTION		
PEER MENTORS		
SCIENCE FAIR CLUB		
SCIENCE OLYMPIAD		
STEM CLUB		
STUDENT GOVERNMENT		
YEARBOOK (IF CLASS IS OFFERED)		
CATEGORY V - 2.00% (\$1,400) Range 7		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
MEDIA CLUB		
CATEGORY VI - 1.50% (\$1,050) Range 8		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
DESTINATION CLUB		STATE TESTING ACCOMODATIONS COORDINATOR
FUTURE PROBLEM SOLVING		
QUIZ BOWL		
STAND CLUB		
CATEGORY VII - 1.00% (\$700) Range 9		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
DIVERSITY CLUB	A CAPELLA CHOIR	
ECOLOGY CLUB/GREEN TEAM	THEATER (2 PERFORMANCES)	
ESPORTS		
HOMEWORK HELP CLUB		
LIFE SKILLS		
NON-COMPETITIVE FORENSICS CLUB		
PTO/PTA REP		

ELEMENTARY SCHOOL - SCHEDULE C POSITIONS		
DISTRICT-WIDE POSITIONS		
CATEGORY I - 5.00% (\$3,500) Range 2		
DISTRICT-WIDE – DEPARTMENT CHAIRPERSON		
PHYSICAL EDUCATION	VOCAL MUSIC	INSTRUMENTAL MUSIC
ELEMENTARY WORLD LANGUAGE	VISUAL ART	MEDIA
RESOURCE ROOM	CATEGORICAL	ELD/BILINGUAL
SPECIAL EDUCATION - RESOURCE	SPECIAL EDUCATION – CATEGORICAL	
CATEGORY IV - 3.00% (\$2,100) Range 5		
DISTRICT-WIDE – DEPARTMENT CHAIRPERSON		
BUILDING POSITIONS		
CATEGORY I - 5.00% (\$3,500) Range 2		

CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
ELEMENTARY SUZUKI STRINGS		HEAD TEACHER TECH CHAIR
CATEGORY II - 3.50% (\$2,450) Range 4		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
SAFETY PATROL SERVICE SQUAD		CONTINUOUS IMPROVEMENT CHAIR
CATEGORY III - 3.20% (\$2,240) Range 10		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
	BAND ELEMENTARY SUZUKI STRINGS LEAD ASSISTANT STRINGS VOCAL	
CATEGORY VI - 2.00% (\$1,400) Range 7		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
CATEGORY VIII - 1.00% (\$700) Range 9		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
PTO/PTA REPRESENTATIVE		CHAIRPERSON-BUILDING SUPPLEMENTAL PROGRAMS OUTDOOR EDUCATION CHAIRPERSON GROWING UP HEALTHY LIAISON
CATEGORY IX - 0.20% PER DAY (\$140)		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
OVERNIGHT TRIP STIPEND		

TROY COLLEGE AND CAREER HIGH SCHOOL – SCHEDULE C POSITIONS

BUILDING POSITIONS

CATEGORY I - 5.00% (\$3,500)

CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
		HEAD TEACHER

CATEGORY II - 2.50% (\$1,750)

CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
SOCIAL JUSTICE		COMMUNITY ED. TECH CHAIR STATE TESTING ACCOMODATION COORDINATOR

CATEGORY IV - 1.25% (\$875)

CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
YEARBOOK		
TUTORING		
CONTINUOUS IMPROVEMENT CHAIR		
ACTIVITY SPONSOR		

CATEGORY V - .75% (\$525)

CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
NEWSLETTER		
STUDENT GOVERNMENT		
KEY CLUB		
EMPLOYMENT SUPERVISOR		

EARLY CHILDHOOD CENTER – SCHEDULE C POSITIONS

BUILDING POSITIONS

CATEGORY I - 5.00% (\$3,500)		
CLUB	FINE ARTS	BUILDING CHAIR/COORDINATOR
		HEAD TEACHER
		TECH CHAIR
CATEGORY VIII - 1% (\$700)		
CLUB	FINE ARTS	
		PARENT LIAISON
		COMMITTEE CHAIRPERSON
		SUPPLEMENTAL PROGRAMS

Fine Arts Requirements.

The following outlines the essential requirements to obtain the Fine Arts Schedule C stipend:

High School

- Band, Choir, Orchestra: Three (3) evening performances and festival experience.
- Marching Band: Football games and festival experience (including invitationals and competitions).
- Play Director: Two (2) evening performances (one (1) per season which includes straight play and musical).

Middle School

- Band, Choir, Orchestra: Three (3) evening performances and festival experience.
- Theater: One (1) evening performance per semester.

Elementary School

- Band and Strings: Eight to nine (8 to 9) evening multi-school performances.
- Vocal Music: Four to five (4 to 5) evening performances.

SCHEDULE D: EXTRA DUTY PAY

Curriculum Development (Outside school year/day within the discretion of Administration)	\$30.00/hour
Teaching in place of a substitute teacher	\$30.00/hour
TEAM/SAT meeting outside contractual workday	\$30.00/hour
LARA Licensing Training outside contractual workday	\$30.00/hour
Instructional Trainer.....	\$35.00/hour + \$60.00 course prep fee/annually
Web Design.....	\$20.00/hour (4 hours per week)

High School

Scorers, ticket takers, sellers, timers, announcer, adult supervisors	\$30.69/game
Scorers, ticket takers, sellers, timers, announcer, adult supervisors (2 games/night)	\$46.05/night
Freshman football timer	\$27.40/game

Middle School

Scorers, timers, announcers, game workers (single game – football)	\$27.40/game
Scorers, timers, announcers, game workers (2 games/night – basketball, volleyball, and a track meet)	\$41.10/night
Adult Supervisors (maximum 1 per building)	\$30.69/hour
Middle School Athletic Director.....	\$30.69/hour

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

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

Reimbursement for authorized use of teacher's car on school business or between school building shall be the prevailing IRS maximum rate.

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

SCHEDULE E: EARLY CHILDHOOD EDUCATOR SALARY SCHEDULE

Step	2024 – 2025	2025 – 2026	2026 - 2027
1	\$31,155	\$31,623	\$32,097
2	\$32,160	\$32,643	\$33,133
3	\$33,165	\$33,663	\$34,168
4	\$34,170	\$34,683	\$35,203
5	\$35,175	\$35,703	\$36,239
6	\$36,180	\$36,723	\$37,274
7	\$37,185	\$37,743	\$38,309
8	\$38,190	\$38,763	\$39,345
9	\$39,195	\$39,783	\$40,380
10	\$40,200	\$40,803	\$41,416

Longevity

Longevity pay shall be paid to teachers in their respective salary lanes at the amounts provided above for service beyond 15 years in Troy Schools (Longevity I), beyond 20 years in Troy Schools (Longevity II), beyond 25 years in Troy Schools (Longevity III).

Longevity Tier	Years of Service Completed	Longevity Payment
LNGI	15	\$1,000
LNGII	20	\$1,500
LNGIII	25	\$2,000

SCHEDULE F: SCHOOL YEAR CALENDARS FOR K – 12

2024-2025 School Year Calendar: K-12

August 2024							September 2024							October 2024						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
				1	2	3	1	FH ² <small>Labor Day</small>	3	4	5	6	7			1	EO ² <small>Rosh Hashanah</small>	O ³ <small>Rosh Hashanah</small>	O ⁴ <small>Rosh Hashanah</small>	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	CA ¹⁰ E HD	CA ¹¹ HD <small>Yom Kippur</small>	12
11	12	NT ¹³	NT ¹⁴	NT ¹⁵	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	PD ²⁰	PD ²¹	TWD ²²	23	24	22	23	24	HD ²⁵ PD	26	27	28	20	21	22	23	24	25	26
25	26	F ²⁷ ESMD HD TWD	KHD ²⁸	KHD ²⁹	SB ³⁰	31	29	30						27	28	29	^{G1 Ends} 30	PD ³¹ VPD <small>Halloween</small>		

November 2024							December 2024							January 2025							
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	
					SH ¹ PD <small>Diwali All Saints Day</small>	2	1	2	3	4	5	6	7				FH ¹ <small>New Year's Day</small>	SB ²	SB ³	4	
3	^{G2 Starts} 4	GD ⁵ <small>Election Day</small>	6	7	8	9	8	9	10	11	12	13	14	5	6	O ⁷ <small>Orthodox Christmas</small>	8	9	10	11	
10	<small>Veteran's Day</small>	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	SB ²³	SB ²⁴	FH ²⁵ <small>Chanukah Christmas</small>	SB ²⁶	SB ²⁷	28	19	FH ²⁰ <small>MLK Day Inauguration Day</small>	21	HD ²² TWD	HD ²³ TWD	^{G2 & 31 Ends} HD ²⁴ TWD	25	
24	25	26	TCD ²⁷	FH ²⁸ <small>Thanksgiving</small>	SB ²⁹	30	29	SB ³⁰	SB ³¹					26	^{G3 Starts} 27	GD ²⁸	O ²⁹ <small>Lunar New Year</small>	30	31		

2024-2025 School Year Calendar: K-12

February 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 FH <small>President's Day</small>	18 SB	19	20	21	22
23	24	25	26	27	28 EO <small>Ramadan</small>	

March 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5 O <small>Ash Wednesday</small>	6	7	8
9	10	11	12 CA E HD	13 CA HD	14 SH <small>Holi</small>	15
16	17	18	19	20	21 G3 Ends	22
23 Eid-al-Fitr	24 SB RH Eid-al-Fitr	25 SB	26 SB	27 SB	28 SB	29 SB

April 2025						
S	M	T	W	Th	F	S
		1 Q4 Starts	2 GD	3	4	5
6	7	8	9	10	11	12 <small>Passover</small>
13	14	15	16	17	18 RH <small>Good Friday</small>	19
20 <small>Easter</small>	21	22	23	24	25	26
27	28	29	30			

May 2025						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26 FH <small>Memorial Day</small>	27	28	29	30	31

June 2025						
S	M	T	W	Th	F	S
1	2	3	4 ERMD HD TWD	5 HD TWD	6 FH HD TWD <small>Eid-al-Adha</small>	7 <small>Eid-al-Adha</small>
8	9	10 GD	11	12	13	14
15	16	17	18	19 <small>Juneteenth</small>	20	21
22	23	24	25	26	27	28
29	30					

LEGEND

- F = First/Last Day of School
 - FH = Federal Holiday - No School
 - RH = Religious Holiday - No School
 - SH = Student Holiday + Staff PD
 - HD = Half-Day
 - TWD = Teacher Workday (remote option upon completion of work)
 - PD = Professional Development - No School
 - O = Religious & Cultural Observance(s) - Traditional School Day
 - EO = Religious & Cultural Observance(s) in Evening ONLY - Traditional School Day
 - C = Parent/Teacher Conferences
 - NT = New Teacher Orientation
 - SB = School Break
 - TCD = Teacher Comp Day
 - KHD = Kindergarten Half Day ONLY
 - VPD = Virtual Professional Development (modules)
 - ESMD = Elementary Specials Management Day
 - GD = Grades Due
 - A = Afternoon Conferences
 - E = Evening Conferences
 - ERMD = Elementary Remote Management Day
- Student Days: **180**
Teacher Days: **182**

2025-2026 School Year Calendar: K-12

August 2025						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12 NT	13 NT	14 NT	15	16
17	18	19 PD	20 PD	21 TWD	22	23
24 31	25	26 F ESMD HD TWD	27 KHD	28 KHD	29 SB	30

September 2025						
S	M	T	W	Th	F	S
	FH ¹ <small>Labor Day</small>	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22 EO <small>Rosh Hashanah</small>	23 O <small>Rosh Hashanah</small>	24 O <small>Rosh Hashanah</small>	25	26	27
28	29	30				

October 2025						
S	M	T	W	Th	F	S
			EO ¹ <small>Yom Kippur</small>	O ² <small>Yom Kippur</small>	3	4
5	6	7	8	9 CA E HD	10 CA HD	11
12	13	14	15	16	17	18
19	20 SH <small>Diwali</small>	21	22	23	24	25
26	27	28	29	30	31 O1 Ends HD VPD <small>Halloween</small>	

November 2025						
S	M	T	W	Th	F	S
						1 <small>All Saint's Day</small>
2	O2 Starts	3	4 GD <small>Election Day</small>	5	6	7
9	10	11 <small>Veteran's Day</small>	12	13	14	15
16	17	18	19	20	21	22
23 30	24	25	26 TCD	27 FH <small>Thanksgiving</small>	28 SB	29

December 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13 <small>Chanukah</small>
14	15	16	17	18	19	20
21	22 SB	23 SB	24 SB	25 FH <small>Christmas</small>	26 SB	27
28	29 SB	30 SB	31 SB			

January 2026						
S	M	T	W	Th	F	S
				FH ¹ <small>New Year's Day</small>	2 SB	3
4	5	6	O ⁷ <small>Orthodox Christmas</small>	8	9	10
11	12	13	14	15	16	17
18	19 FH <small>Milk Day Inauguration Day</small>	20	21 HD TWD	22 HD TWD	23 O2 & S1 Ends HD TWD	24
25	O2 Ends	26	27 GD	28	29	30
						31

2025-2026 School Year Calendar: K-12

February 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16 FH <small>President's Day</small>	17 SB <small>Lunar New Year</small>	18 O <small>Ash Wednesday Matsuri</small>	19	20	21
22	23	24	25 O <small>Orthodox Ash Wednesday</small>	26	27	28

March 2026						
S	M	T	W	Th	F	S
1	2	3	4 O <small>Holi</small>	5	6	7
8	9	10	11	12	13	14
15	16	17	18 CA E HD	19 CA HD <small>Eid-al-Fitr</small>	20 SH <small>Eid-al-Fitr</small>	21
22	23	24	25	26 O3 Ends	27	28
29	30 SB	31 SB				

April 2026						
S	M	T	W	Th	F	S
			1 SB <small>Passover</small>	2 SB	3 SB <small>Good Friday</small>	4
5 <small>Easter</small>	6 <small>G4 Starts</small>	7 GD	8	9	10 O <small>Orthodox Good Friday</small>	11
12 <small>Orthodox Easter</small>	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24 31	25 FH <small>Memorial Day</small>	26 EO <small>Eid-al-Adha</small>	27 SH <small>Eid-al-Adha</small>	28	29	30

June 2026						
S	M	T	W	Th	F	S
	1 ERMD HD TWD	2 HD TWD	3 HD TWD	4 F	5	6
7	8 GD	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25 <small>Juneteenth</small>	26	27
28	29	30				

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- A = Afternoon Conferences
- E = Evening Conferences
- ERMD = Elementary Remote Management Day

Student Days: 180

Teacher Days: 182

2026-2027 School Year Calendar: K-12

August 2026							September 2026							October 2026						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
						1			1	2	3	4 SB	5					1	2	3
2	3	4	5	6	7	8	6	7 FH <small>Labor Day</small>	8	9	10	11 EO	12	4	5	6	7	8 CA E HD	9 CA HD	10
9	10	11 NT	12 NT	13 NT	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18 PD	19 PD	20 TWD	21	22	20	21 O	22	23	24	25	26	18	19	20	21	22	23	24
23 30	24 31	25 F ESMD HD TWD	26 KHD	27 KHD	28 KHD	29	27	28	29	30				25	26	27	28	29 <small>Q1 Ends</small>	30 SH VPD	31 <small>Halloween</small>

November 2026							December 2026							January 2027						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
1 <small>All Saint's Day</small>	2 <small>Q2 Starts</small>	3 GD <small>Election Day</small>	4	5	6	7			1	2	3	4 EO <small>Chanukah</small>	5						1 FH <small>New Year's Day</small>	2
8 <small>Diwali</small>	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7 O <small>Orthodox Christmas</small>	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25 TCD	26 FH <small>Thanksgiving</small>	27 SB	28	20	21 SB	22 SB	23 SB	24 SB	25 FH <small>Christmas</small>	26	17	18 FH <small>MLK Day Inauguration Day</small>	19	20 HD TWD	21 HD TWD	22 HD TWD <small>Q2 & S1 Ends</small>	23
29	30						27	28 SB	29 SB	30 SB	31 SB			24 31	25 <small>Q3 Starts</small>	26 GD	27	28	29	30

2026-2027 School Year Calendar: K-12

February 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6 <small>Lunar New Year</small>
7 <small>Ramadan</small>	8	9	10 O <small>Ash Wednesday</small>	11	12	13
14	15 FH <small>President's Day</small>	16 SB	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9 EO <small>Eid-al-Fitr</small>	10 SH <small>Eid-al-Fitr</small>	11 C^A E HD	12 C^A HD	13
14	15	16	17 O <small>Orthodox Ash Wednesday</small>	18	19	20
21	22 O <small>Holi</small>	23	24	25 <small>Q3 Ends</small>	26 RH <small>Good Friday</small>	27
28 <small>Easter</small>	29 SB	30 SB	31 SB			

April 2027						
S	M	T	W	Th	F	S
				1 SB	2 SB	3
4	5 <small>Q4 Starts</small>	6 GD	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21 O <small>Passover</small>	22	23	24
25	26	27	28	29	30 O <small>Orthodox Good Friday</small>	

May 2027						
S	M	T	W	Th	F	S
						1
2 <small>Orthodox Easter</small>	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 SH <small>Eid-al-Adha</small>	18	19	20	21	22
23 <small>30</small>	24 FH <small>Memorial Day</small>	25	26	27	28	29

June 2027						
S	M	T	W	Th	F	S
		1 ERMD <small>HD TWD</small>	2 HD <small>TWD</small>	3 F <small>HD TWD</small>	4	5
6	7 GD	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26 <small>Juneleenth</small>
27	28	29	30			

LEGEND

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- NT = New Teacher Orientation
- SB = School Break
- TCD = Teacher Comp Day
- KHD = Kindergarten Half Day ONLY
- VPD = Virtual Professional Development (modules)
- ESMD = Elementary Specials Management Day
- GD = Grades Due
- A = Afternoon Conferences
- E = Evening Conferences
- ERMD = Elementary Remote Management Day

Student Days: **180**

Teacher Days: **182**

SCHEDULE G: SCHOOL YEAR CALENDARS FOR PRE-K

August 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13 NT	14 NT	15 NT	16	17
18	19	20 PD	21 PD	22 TWD	23	24
25	26	27 ECP/T/PK HD TWD GSRP/SB HV	28 T/PK HD ECP FD GSRP/SB HV	29 T/PK HD ECP FD GSRP/SB HV	30 SB	31

September 2024						
S	M	T	W	Th	F	S
	1	2 FH Labor Day	3 GSRP/SB Orientation TWD	4 F GSRP/SB	5	6
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25 HD PD	26	27	28
29	30					

October 2024						
S	M	T	W	Th	F	S
		1	2 EO Rosh Hashanah	3 O Rosh Hashanah	4 O Rosh Hashanah	5
6	7	8	9	10 CA E HD GSRP/SB for Election	11 CA GSRP/SB HD Yom Kippur	12 Yom Kippur
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31 PD VPD ^{PM} Halloween		

November 2024						
S	M	T	W	Th	F	S
					1 SH PD Diwali All Saints Day	2
3	4	5	6	7	8	9
10	11	12 Election Day	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27 ECD	28 FH Thanksgiving	29 SB	30

2024-2025 School Year Calendar:
Preschool

December 2024						
S	M	T	W	Th	F	S
	2	3	4	5	6	7
	9	10	11	12	13	14
	16	17	18	19	20	21
	23 SB	24 SB	25 FH <small>Chanukah Christmas</small>	26 SB	27 SB	28
	30 SB	31 SB				

January 2025						
S	M	T	W	Th	F	S
			1 FH <small>New Year's Day</small>	2 SB	3 SB	4
5	6	7 O <small>Orthodox Christmas</small>	8	9	10	11
12	13	14	15	16	17	18
19	20 FH <small>MLK Day Inauguration Day</small>	21	22 HD TWD	23 HD TWD	24 HD TWD <small>COR 1 Ends</small>	25
26	27	28 RD	29 O <small>Lunar New Year</small>	30	31	

February 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 FH <small>President's Day</small>	18 SB	19	20	21	22
23	24	25	26	27	28 EO <small>Ramadan</small>	

March 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5 O <small>Ash Wednesday</small>	6	7	8
9	10	11	12 CA FD <small>GSRP/SB No School</small>	13 CA HD <small>GSRP/SB No School</small>	14 SH <small>Holi</small>	15
16	17	18	19	20	21	22
23 <small>Eid-al-Fitr</small>	24 SB <small>Eid-al-Fitr</small>	25 SB	26 SB	27 SB	28 SB	29 SB

April 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
						Passover
13	14	15	16	17	18 RH Good Friday	19
20	21	22	23	24	25	26
						Easter
27	28	29	30			

May 2025						
S	M	T	W	Th	F	S
				1	2 GSRP/SB HV	3
4	5	6	7	8	9 GSRP/SB HV	10
11	12	13	14	15	16 GSRP/SB HV	17
18	19	20	21	22	23	24
25	26 FH Memorial Day	27	28	29	COR 2 Ends 30	31

June 2025						
S	M	T	W	Th	F	S
1	2	3 RD	4 ERMD HD	5 HD TWD	6 F HD TWD Eid-al-Adha	7 Eid-al-Adha
8	9	10	11	12	13	14
15	16	17	18	19	20	21
				Juneteenth		
22	23	24	25	26	27	28
29	30					

LEGEND

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- EO = Religious & Cultural Observance(s) in Evening ONLY - Traditional School Day
- C = Parent/Teacher Conferences
- NT = New Teacher Orientation
- SB = School Break
- ECD = Educator Comp Day
- VPD = Virtual Professional Development (modules)
- RD = Reports Due
- A = Afternoon Conferences
- E = Evening Conferences
- ERMD = Educator Remote Management Day
- FD = Full Day
- HV = Home Visits
- PK = Pre-Kindergarten
- SB = Strong Beginnings
- T = Tuition

ECP will hold four (4) community outings of AM and PM, combined, on Fridays during the school year.

August 2025

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12 NT	13 NT	14 NT	15	16
17	18	19 PD	20 PD	21 TWD	22	23
24 31	25	26 ECP/T/PK HD TWD GSRP/SB HV	27 T/PK HD ECP FD GSRP/SB HV	28 T/PK HD ECP FD GSRP/SB HV	29 SB	30

September 2025

S	M	T	W	Th	F	S
	FH ¹ Labor Day	2 GSRP/SB Orientation TWD	3 GSRP/SB First Day	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22 EO Rosh Hashanah	23 O Rosh Hashanah	24 O Rosh Hashanah	25	26	27
28	29	30				

October 2025

S	M	T	W	Th	F	S
			1 EO Yom Kippur	2 O Yom Kippur	3	4
5	6	7	8	9 CA E HD GSRP/SB No School	10 CA HD GSRP/SB HD	11
12	13	14	15	16	17	18
19	20 SH Diwali	21	22	23	24	25
26	27	28	29	30	31 HD VPD ^{FM} Halloween	

November 2025

S	M	T	W	Th	F	S
						1 All Saint's Day
2	3	4	5	6	7	8
9	10	11 Election Day	12	13	14	15
16	17	18 Veteran's Day	19	20	21	22
23 30	24	25	26 ECD	27 FH Thanksgiving	28 SB	29

2025-2026 School Year Calendar:
Preschool

December 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
	SB	SB	SB	FH Christmas	SB	
28	29	30	31			
	SB	SB	SB			

January 2026						
S	M	T	W	Th	F	S
				1	2	3
				FH New Year's Day	SB	
4	5	6	O Orthodox Christmas	7	8	9
10						
11	12	13	14	15	16	17
18	19	20	21	22	23	24
	FH MLK Day Inauguration Day		HD TWD	HD TWD	HD TWD	COR 1 Ends
25	26	27	28	29	30	31
		RD				

February 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
	FH President's Day	SB Lunar New Year	O Ash Wednesday Ramadan			
22	23	24	25	26	27	28
			O Orthodox Ash Wednesday			

March 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
			O Holi			
8	9	10	11	12	13	14
15	16	17	18	19	20	21
			C A E HD GSRP/SB No School	C A HD GSRP/SB No School Eid-al-Fitr	SH Eid-al-Fitr	
22	23	24	25	26	27	28
29	30	31				
	SB	SB				

April 2026						
S	M	T	W	Th	F	S
			1 SB Passover	2 SB	3 SB Good Friday	4
5 Easter	6	7	8	9	10 O Orthodox Good Friday	11
12 Orthodox Easter	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	Th	F	S
					1 GSRP/SB HV	2
3	4	5	6	7	8 GSRP/SB HV	9
10	11	12	13	14	15 GSRP/SB HV	16
17	18	19	20	21	22	23
31 24	25 FH Memorial Day	26 EO Eid-al-Adha	27 SH Eid-al-Adha	28	COR 2 Ends 29	30

June 2026						
S	M	T	W	Th	F	S
	1 RD ERMD HD	2 HD TWD	3 HD TWD	4 F	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25 Juneteenth	26	27
28	29	30				

LEGEND

- F = First/Last Day of School
- FH = Federal Holiday - No School
- RH = Religious Holiday - No School
- SH = Student Holiday + Staff PD
- HD = Half-Day
- TWD = Teacher Workday (remote option upon completion of work)
- PD = Professional Development - No School
- O = Religious & Cultural Observance(s) - Traditional School Day
- EO = Religious & Cultural Observance(s) in Evening ONLY - Traditional School Day
- C = Parent/Teacher Conferences
- NT = New Teacher Orientation
- SB = School Break
- ECD = Educator Comp Day
- VPD = Virtual Professional Development (modules)
- RD = Reports Due
- A = Afternoon Conferences
- E = Evening Conferences
- ERMD = Educator Remote Management Day
- FD = Full Day
- HV = Home Visits
- PK = Pre-Kindergarten
- SB = Strong Beginnings
- T = Tuition

ECP will hold five (5) community outings of AM and PM, combined, on Fridays during the school year.

August 2026						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11 NT	12 NT	13 NT	14	15
16	17	18 PD	19 PD	20 TWD	21	22
23 30	24 31	25 ECP/T/PK HD TWD F GSRP/SB HV	26 T/PK HD ECP FD GSRP/SB HV	27 T/PK HD ECP FD GSRP/SB HV	28 T/PK HD GSRP/SB Orientation	29

October 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8 C A E HD GSRP/SB No School	9 C A HD GSRP/SB	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30 SH VPD ^{PM}	31 Halloween

September 2026						
S	M	T	W	Th	F	S
		1	2	3	4 SB	5
6	7 FH Labor Day	8	9	10	11 EO Rosh Hashanah	12 Rosh Hashanah
13 Rosh Hashanah	14	15	16	17	18	19
20 Yom Kippur	21 O Yom Kippur	22	23	24	25	26
27	28	29	30			

November 2026						
S	M	T	W	Th	F	S
1 All Saint's Day	2	3 Election Day	4	5	6	7
8 Diwali	9	10	11	12	13	14
15	16	17	18 Veteran's Day	19	20	21
22	23	24	25 ECD	26 FH Thanksgiving	27 SB	28
29	30					

2026-2027 School Year Calendar: Preschool

December 2026						
S	M	T	W	Th	F	S
		1	2	3	4 EO Chanukah	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 SB	22 SB	23 SB	24 SB	25 FH Christmas	26
27	28 SB	29 SB	30 SB	31 SB		

January 2027						
S	M	T	W	Th	F	S
					1 FH New Year's Day	2
3	4	5	6	7 O Orthodox Christmas	8	9
10	11	12	13	14	15	16
17	18 FH MLK Day Inauguration Day	19	20 HD TWD	21 HD TWD	22 HD TWD COR 1 Ends	23
24 31	25	26 RD	27	28	29	30

February 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6 Lunar New Year
7 Ramadan	8	9	10 O Ash Wednesday	11	12	13
14	15 FH President's Day	16 SB	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9 EO Eid-al-Fitr	10 SH Eid-al-Fitr	11 C^A_E HD GSRP/SB No school	12 C^A_E HD GSRP/SB	13
14	15	16	17 O Orthodox Ash Wednesday	18	19	20
21	22 O Holi	23	24	25	26 RH Good Friday	27
28 Easter	29 SB	30 SB	31 SB			

April 2027						
S	M	T	W	Th	F	S
				1 SB	2 SB	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21 O Passover	22	23	24
25	26	27	28	29	30 O Orthodox Good Friday	

May 2027						
S	M	T	W	Th	F	S
2	3	4	5	6	7	8
Orthodox Easter					GSRP/SB HV	
9	10	11	12	13	14	15
					GSRP/SB HV	
16	17 SH	18	19	20	21	22
Eid-al-Adha	Eid-al-Adha				GSRP/SB HV	
30	23	24	25	26	27	28
		31 FH Memorial Day				COR 2 Ends
						29

June 2027						
S	M	T	W	Th	F	S
		RD 1 ERMD HD	2 HD TWD	F 3 HD TWD	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
						Juneteenth
20	21	22	23	24	25	26
27	28	29	30			

LEGEND

- F = First/Last Day of School
- FH = Federal Holiday - No School
- RH = Religious Holiday - No School
- SH = Student Holiday + Staff PD
- HD = Half-Day
- TWD = Teacher Workday (remote option upon completion of work)
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- EO = Religious & Cultural Observance(s) in Evening ONLY - Traditional School Day
- C = Parent/Teacher Conferences
- NT = New Teacher Orientation
- SB = School Break
- ECD = Educator Comp Day
- VPD = Virtual Professional Development (modules)
- RD = Reports Due
- A = Afternoon Conferences
- E = Evening Conferences
- ERMD = Educator Remote Management Day
- FD = Full Day
- HV = Home Visits
- PK = Pre-Kindergarten
- SB = Strong Beginnings
- T = Tuition

ECP will hold three (3) community outings of AM and PM, combined, on Fridays during the school year.

APPENDIX 1: TROY SCHOOL DISTRICT GRIEVANCE REPORT FORM

Grievance Number: _____ Bargaining Agent: _____

Additional Pages: _____ Grievant: _____

Date Occurred: _____ Date Filed: _____ Building: _____

Grievance Type (Individual/Class/Association): _____

Wish to be Represented by the Bargaining Agent (Yes/No): _____

Section(s) Alleged to have been violated: _____ Page(s): _____

Statement of Grievant:

Relief Sought:

Signature: _____ Date: _____

LEVEL 1 (SUPERVISOR)

Date Received: _____ Date(s) of Meetings: _____

Position of Principal: _____

Principal Signature: _____ Date: _____

Position of Grievant: _____

Grievant Signature: _____ Date: _____

LEVEL 2 (EMPLOYEE SERVICES DEPARTMENT)

Date Received: _____ Date(s) of Meetings: _____

Position of Assistant Superintendent, Employee Services: _____

Assistant Superintendent Signature: _____ Date: _____

Date Received by Grievant/TEA: _____

Position of Grievant:

Grievant Signature: _____ **Date:** _____

LEVEL 3 (ARBITRATION)

Date Referred: _____ **Date(s) of Hearings:** _____

Award of Arbitrator:

Arbitrator Name: _____ **Date:** _____

APPENDIX 2: MENTORING LOG

SCHOOL: _____

TEACHER: _____

MENTOR: _____

Date	Time session began	Time session ended	Total hours	Topic/Activity/Agenda

SIGNATURES

MENTOR: _____ MENTEE: _____

APPENDIX 3: EARLY CHILDHOOD EDUCATOR EVALUATION FORM

Early Childhood Educator Evaluation

Name: _____

School: _____

Program: _____ **Administrator:** _____

E=Effective D= Developing NS=Needing Support NA=Not Applicable

Each category is evaluated based on the evaluation criteria listed below.

1. Knowledge of Subject Matter	E	D	NS	NA
2. Organization of Instruction	E	D	NS	NA
3. Method of Presentation	E	D	NS	NA
4. Classroom Management	E	D	NS	NA
5. Interaction with Students and Staff	E	D	NS	NA
6. Evaluation of Students	E	D	NS	NA
7. Personal and Professional Attributes	E	D	NS	NA

Early Childhood Educator's Signature: _____ **Date:** _____

Administrator's Signature: _____ **Date:** _____

EVALUATION CRITERIA FOR EARLY CHILDHOOD EDUCATOR

1. Knowledge of Subject Matter

Demonstrates a basic knowledge of theory and stages of child development

Demonstrates an understanding of the philosophy, goals, and policies of the program

Demonstrates knowledge of licensing rules and regulations

Demonstrates knowledge of District policies and procedures

2. Organization of Instruction

Consistently makes lesson plans, considering developmental levels of children

3. Method of Presentation

Consistently presents activities that are varied to meet social-emotional, physical, and cognitive needs

Arranges space and equipment in manner that allows children access to developmentally appropriate materials

Maintains an environment that is free of health and safety hazards

4. Classroom Management

Establishes appropriate guidelines for student behavior

Consistently employs positive discipline techniques

Applies developmental principles to methods of discipline

5. Interaction with Students and Staff

Communication with children is consistently positive

Attends to children during program time, making children priority

Demonstrates a positive regard for children

Maintains positive and professional lines of communication with building staff

6. Evaluation of Students

Observes and documents student's abilities on an ongoing basis

Documents significant student behaviors and reports to building administrator

Is fair, impartial, and nondiscriminatory in evaluating students

7. Personal and Professional Attributes

Accepts responsibilities of the position

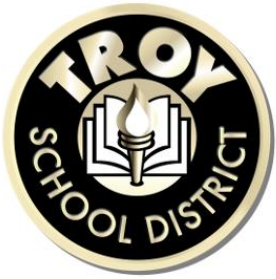
Maintains confidentiality in all matters relating to students, staff, and parents

Attendance is regular and punctual

Dresses appropriately for work with children

Uses good judgment in regard to child safety

APPENDIX 5: TENTATIVE ASSIGNMENT MEMORANDUM



Troy School District

4400 Livernois
Troy, Michigan 48098
248.823.4000

MEMORANDUM

Date:

To:

From:

Subject: Tentative Assignment

The purpose of this memorandum is to provide teachers a tentative assignment for the next school year. As outlined in the Collective Bargaining Agreement, teachers are to receive written notice of tentative assignments. These tentative assignments are subject to change with notice.

School Year: 2025-2026

Building(s):

Tentative Assignment:

OR

Tentative Assignment Pending Reason:

Scheduling Conflict

Interviews in Process

Enrollment/FTE Issue

Other: _____

APPENDIX 6: TROY SCHOOL DISTRICT PAYROLL SCHEDULES

2024 – 2025

<u>26 Pay IA TEA</u>	
1	8/16/2024
2	8/30/2024
3	9/13/2024
4	9/27/2024
5	10/11/2024
6	10/25/2024
7	11/8/2024
8	11/22/2024
9	12/6/2024
10	12/20/2024
11	1/3/2025
12	1/17/2025
13	1/31/2025
14	2/14/2025
15	2/28/2025
16	3/14/2025
17	3/28/2025
18	4/11/2025
19	4/25/2025
20	5/9/2025
21	5/23/2025
22	6/6/2025
23	6/20/2025
24	7/4/2025
25	7/18/2025
26	8/1/2025

<u>26 Pay TEA</u>	
1	8/30/2024
2	9/13/2024
3	9/27/2024
4	10/11/2024
5	10/25/2024
6	11/8/2024
7	11/22/2024
8	12/6/2024
9	12/20/2024
10	1/3/2025
11	1/17/2025
12	1/31/2025
13	2/14/2025
14	2/28/2025
15	3/14/2025
16	3/28/2025
17	4/11/2025
18	4/25/2025
19	5/9/2025
20	5/23/2025
21	6/6/2025
22	6/20/2025
23	7/4/2025
24	7/18/2025
25	8/1/2025
26	8/15/2025

<u>26 TEA Lump Pay & 21 Pay</u>	
1	8/30/2024
2	9/13/2024
3	9/27/2024
4	10/11/2024
5	10/25/2024
6	11/8/2024
7	11/22/2024
8	12/6/2024
9	12/20/2024
10	1/3/2025
11	1/17/2025
12	1/31/2025
13	2/14/2025
14	2/28/2025
15	3/14/2025
16	3/28/2025
17	4/11/2025
18	4/25/2025
19	5/9/2025
20	5/23/2025
21	6/6/2025

2025 – 2026

26 Pay IA TEA	
1	8/15/2025
2	8/29/2025
3	9/12/2025
4	9/26/2025
5	10/10/2025
6	10/24/2025
7	11/7/2025
8	11/21/2025
9	12/5/2025
10	12/19/2025
11	1/2/2026
12	1/16/2026
13	1/30/2026
14	2/13/2026
15	2/27/2026
16	3/13/2026
17	3/27/2026
18	4/10/2026
19	4/24/2026
20	5/8/2026
21	5/22/2026
22	6/5/2026
23	6/19/2026
24	7/3/2026
25	7/17/2026
26	7/31/2026

26 Pay TEA	
1	8/29/2025
2	9/12/2025
3	9/26/2025
4	10/10/2025
5	10/24/2025
6	11/7/2025
7	11/21/2025
8	12/5/2025
9	12/19/2025
10	1/2/2026
11	1/16/2026
12	1/30/2026
13	2/13/2026
14	2/27/2026
15	3/13/2026
16	3/27/2026
17	4/10/2026
18	4/24/2026
19	5/8/2026
20	5/22/2026
21	6/5/2026
22	6/19/2026
23	7/3/2026
24	7/17/2026
25	7/31/2026
26	8/14/2026

26 TEA Lump Pay & 21 Pay	
1	8/29/2025
2	9/12/2025
3	9/26/2025
4	10/10/2025
5	10/24/2025
6	11/7/2025
7	11/21/2025
8	12/5/2025
9	12/19/2025
10	1/2/2026
11	1/16/2026
12	1/30/2026
13	2/13/2026
14	2/27/2026
15	3/13/2026
16	3/27/2026
17	4/10/2026
18	4/24/2026
19	5/8/2026
20	5/22/2026
21	6/5/2026

2026 – 2027

26 Pay IA TEA	
1	8/14/2026
2	8/28/2026
3	9/11/2026
4	9/25/2026
5	10/9/2026
6	10/23/2026
7	11/6/2026
8	11/20/2026
9	12/4/2026
10	12/18/2026
11	1/1/2027
12	1/15/2027
13	1/29/2027
14	2/12/2027
15	2/26/2027
16	3/12/2027
17	3/26/2027
18	4/9/2027
19	4/23/2027
20	5/7/2027
21	5/21/2027
22	6/4/2027
23	6/18/2027
24	7/2/2027
25	7/16/2027
26	7/30/2027

26 Pay TEA	
1	8/28/2026
2	9/11/2026
3	9/25/2026
4	10/9/2026
5	10/23/2026
6	11/6/2026
7	11/20/2026
8	12/4/2026
9	12/18/2026
10	1/1/2027
11	1/15/2027
12	1/29/2027
13	2/12/2027
14	2/26/2027
15	3/12/2027
16	3/26/2027
17	4/9/2027
18	4/23/2027
19	5/7/2027
20	5/21/2027
21	6/4/2027
22	6/18/2027
23	7/2/2027
24	7/16/2027
25	7/30/2027
26	8/13/2027

26 TEA Lump Pay & 21 Pay	
1	8/28/2026
2	9/11/2026
3	9/25/2026
4	10/9/2026
5	10/23/2026
6	11/6/2026
7	11/20/2026
8	12/4/2026
9	12/18/2026
10	1/1/2027
11	1/15/2027
12	1/29/2027
13	2/12/2027
14	2/26/2027
15	3/12/2027
16	3/26/2027
17	4/9/2027
18	4/23/2027
19	5/7/2027
20	5/21/2027
21	6/4/2027

APPENDIX 7: LETTERS OF AGREEMENT

Letter of Agreement

Between

The Troy School District and the Troy Education Association MEA/NEA

RE: PreK GSRP Classrooms in Elementary Buildings

The parties agree to the following understanding related to GSRP classrooms housed outside of the Troy Early Childhood Center (ECC).

For the purpose of this agreement, these educators shall be referred to as GSRP-satellite educators.

GSRP-satellite educators shall:

- Attend staff and collaboration meetings at the elementary building.
- Not be required to participate in building and/or ECC committee requirements.
- Report to the assigned location for any in-person full-day or half-day professional development sessions.
- Be assigned a mentor from the elementary building, if needed.
- Attend Information Night at the TSD Early Childhood Center.
- Attend a once-a-month one-hour virtual check-in touchpoint meeting with the ECC Director and/or Supervisor. The purpose of this meeting shall be to provide a monthly opportunity for the ECC Director and/or Supervisor to connect with the GSRP-satellite educators.

These touchpoint meetings shall be held either before or after the early-start elementary building school day. GSRP-satellite educators at early-start elementary buildings shall have the ability to vote on whether these meetings occur before or after school.

The District shall:

- Allow GSRP-satellite educators assigned to early-start elementary buildings to “flex” their prep time to offset the time required to attend these touchpoint meetings.
- Provide coverage to GSRP-satellite educators assigned to late-start elementary buildings. This will enable them to attend these touchpoint meetings with fellow GSRP-satellite educators.

Troy School District Shall:

- Conduct all required background checks for ancillary staff and provide time during the contractual workday for any additional licensing requirements.
- Provide after school supervision for students.
- Provide MTSS at the elementary building.
- Excuse ECE to complete MI Registry Surveys at monthly building staff meetings (10 minutes).

GSRP Calendar Adjustments:

- The GSRP school calendar be modified according to the attached calendar.
- The GSRP daily schedule will mirror the elementary start and end times of the school day.

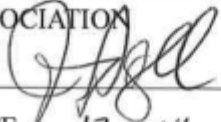
ECE Evaluations:

- ECC Director or Supervisor will observe and evaluate GSRP ECEs with input from the elementary building principal.

Due to potential changes in the number of COR Reportings, the parties agree to meet prior to the start of the 2025-2026 school year to address concerns around GSRP educator preparation time.

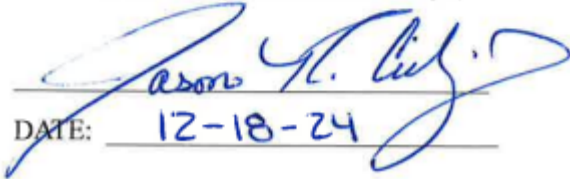
The parties acknowledge that this is a modification to the collective bargaining agreement that benefits both parties and does not establish any past or future precedent. This Agreement constitutes the entire agreement between the parties and supersedes any previous oral or written agreements and may only be modified in writing.

FOR THE TROY SCHOOL DISTRICT
ASSOCIATION



DATE: 12-18-24

FOR THE TROY EDUCATION



DATE: 12-18-24

2025-2026 School Year Calendar: Preschool (GSRP/SB)

August 2025						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12 NT	13 NT	14 NT	15	16
17	18	19 PD	20 PD	21 TWD	22	23
24 31	25	26 F ECP/PT TWD GSRP/SB	27 T/PK HD GSRP/SB	28 T/PK HD GSRP/SB	29	30 SB

September 2025						
S	M	T	W	Th	F	S
	FH ¹ Labor Day	2 GSRP/SB HV	3 GSRP/SB Observance	4 GSRP/SB First Day	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22 EO Rosh Hashanah	23 O Rosh Hashanah	24 O Rosh Hashanah	25	26	27
28	29	30				

October 2025						
S	M	T	W	Th	F	S
			1 EO Yom Kippur	2 O Yom Kippur	3	4
5	6	7 C GSRP/SB HD	8 C GSRP/SB HD	9 C GSRP/SB HD	10 C GSRP/SB HD	11
12	13	14	15	16	17	18
19	20 SH Simchas	21	22	23	24	25
26	27	28	29	30	31 HD VPD Halloween	

November 2025						
S	M	T	W	Th	F	S
						1 All Saint's Day
2	3	4	5	6	7	8
9	10	11 Blackton Day	12	13	14	15
16	17 Veteran's Day	18	19	20	21	22
23 30	24	25	26 ECD	27 FH Thanksgiving	28 SB	29

December 2025						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20 Chanukah
21	22 SB	23 SB	24 SB	25 FH Christmas	26 SB	27
28	29	30	31			

January 2026						
S	M	T	W	Th	F	S
				1 FH New Year's Day	2 SB	3
4	5	6	7 O Orthodox Christmas	8	9	10
11	12	13	14	15	16	17
18	19 FH MLK Day Magyarization Day	20	21 HD TWD	22 HD TWD	23 HD TWD	24
25	26	27 RD	28	29	30	31

February 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16 FH Presidents' Day	17 SB Lunar New Year	18 O Ash Wednesday Rosh Hashanah	19	20	21
22	23	24	25 O Orthodox Ash Wednesday	26	27	28

March 2026						
S	M	T	W	Th	F	S
1	2	3	4 O Holi	5	6	7
8	9	10	11	12	13	14
15	16 C GSRP/SB HD	17 C GSRP/SB HD	18 C GSRP/SB HD	19 C GSRP/SB HD	20 SH Eid al-Fitr	21
22	23	24	25	26	27	28
29	30 SB	31 SB				

April 2026						
S	M	T	W	Th	F	S
			1 SB Passover	2 SB	3 SB Good Friday	4
5	6	7	8	9	10 O Orthodox Good Friday	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
S	M	T	W	Th	F	S
					1 GSRP/SB HV	2
3	4	5	6	7	8 GSRP/SB HV	9
10	11	12	13	14	15 GSRP/SB HV	16
17	18	19	20	21	22 GSRP/SB HV	23
24 31	25 FH Memorial Day	26 EO Eid al-Adha	27 SH Eid al-Adha	28	29 COR 2 Erad	30

June 2026						
S	M	T	W	Th	F	S
	1 RD ERMD HD	2 HD TWD	3 F HD TWD	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- F** = First/Last Day of School
FH = Federal Holiday - No School
RH = Religious Holiday - No School
SH = Student Holiday + Staff PD
HD = Half-Day
TWD = Teacher Workday (remote option upon completion of work)
PD = Professional Development - No School
O = Religious & Cultural Observance(s) - Traditional School Day
EO = Religious & Cultural Observance(s) in Evening ONLY - Traditional School Day
C = Parent/Teacher Conferences
NT = New Teacher Orientation
SB = School Break
ECD = Educator Comp Day
VPD = Virtual Professional Development (modules)
RD = Reports Due
A = Afternoon Conferences
E = Evening Conferences
ERMD = Educator Remote Management Day
FD = Full Day
HV = Home Visits
PK = Pre-Kindergarten
SB = Strong Beginnings
T = Tuition
- ## LEGEND

2026-2027 School Year Calendar: Preschool (GSRP/SB)

August 2026						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11 NT	12 NT	13 NT	14	15
16	17	18 PD	19 PD	20 TWD	21	22
23 30	24 31	25 F ECP/TK HD TWD GSRP/SB Orientation	26 T/PK HD ECP FB GSRP/SB HV	27 T/PK HD ECP FD GSRP/SB HV	28 T/PK HD ECP FD GSRP/SB HV	29

September 2026						
S	M	T	W	Th	F	S
		1	2	3	4 SB	5
6	7 FH Labor Day	8	9	10	11 EO	12
13	14	15	16	17	18	19
20	21 O Yom Kippur	22	23	24	25	26
27	28	29	30			

October 2026						
S	M	T	W	Th	F	S
				1	2	3
4	5	6 C	7 C	8 C	9 C	10
11	12	13 HD GSRP/SB	14 HD GSRP/SB	15 HD GSRP/SB	16 HD GSRP/SB	17
18	19	20	21	22	23	24
25	26	27	28	29	30 SH VPD	31 Halloween

November 2026						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25 ECD	26 FH Thanksgiving	27 SB	28
29	30					

December 2026						
S	M	T	W	Th	F	S
		1	2	3	4 EO Chanukah	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21 SB	22 SB	23 SB	24 SB	25 FH Christmas	26
27	28 SB	29 SB	30 SB	31 SB		

January 2027						
S	M	T	W	Th	F	S
					1 FH New Year's Day	2
3	4	5	6	7 O Orthodox Christmas	8	9
10	11	12	13	14	15	16
17	18 FH Martin Luther King Jr. Day	19	20 HD TWD	21 HD TWD	22 HD TWD	23
24 31	25	26 RD	27	28	29	30

February 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6 Lunar New Year
7	8	9	10 O	11	12	13
14	15 FH President's Day	16 SB	17	18	19	20
21	22	23	24	25	26	27
28						

March 2027						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8 C	9 C	10 SH Eid al-Fitr	11 C	12 C	13
14	15 HD GSRP/SB	16 HD GSRP/SB	17 O	18	19	20
21	22 O	23	24	25	26 RH Good Friday	27
28	29 SB	30 SB	31 SB			

April 2027						
S	M	T	W	Th	F	S
				1 SB	2 SB	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21 O	22	23	24
25	26	27	28	29	30 GSRP/SB O	

May 2027						
S	M	T	W	Th	F	S
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17 SH	18	19	20	21	22
23 30	24 31	25	26	27	28 SOB Ends	29

June 2027						
S	M	T	W	Th	F	S
		1 RD ERMD HD	2 HD TWD	3 F HD TWD	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

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SB = Strong Beginnings
T = Tuition
- ## LEGEND

LETTER OF AGREEMENT
between
THE BOARD OF EDUCATION OF THE TROY SCHOOL DISTRICT
and
THE TROY EDUCATION ASSOCIATION


The Troy School District Board of Education (the "District" or "Board") and the Troy Education Association (the "Association") hereby agree as follows regarding the application and implementation of the Michigan Department of Education's (the "MDE's") Student Loan Repayment Program (the "Program") within the District:

1. The State of Michigan has allocated Two Hundred Twenty-Five Million Dollars (\$225,000,000.00) to all school districts for the purpose of implementing a Student Loan Repayment Program. Only school districts may apply for this grant through the MDE.
2. The parties understand that the State of Michigan solely funds the Program and solely establishes the terms, conditions, and eligibility criteria for the Program.
3. The District agrees that it will apply for this grant.
4. If the District is granted money from the MDE pursuant to the grant application, the District will allocate up to Two Hundred Dollars (\$200.00) per month to eligible participants.
5. "Eligible participants" are bargaining unit members who meet the definition of an "eligible participant" as defined in the State School Aid Act, MCL 388.1627k. Pursuant to MCL 388.1627k(8)(b), "eligible participant" means "an individual who is participating in a federal student loan repayment program described in subsection (3) and who is working 32 hours or more per week at a district or intermediate district in a role in which the individual works directly with pre-K to 12 students, including, but not limited to, educators, counselors, social workers, psychologists, reading specialists, librarians, and school administrators who work directly with students." Eligible participants may only receive funding through the Program if the member continues to meet the criteria of an eligible participant. Eligibility is subject to change based on a change in the law and/or guidance from the MDE.
6. Any dispute with the Program shall vest exclusively with the State of Michigan and not the District. The Association and bargaining unit members agree that if there are any issues with the administration of the Program, the Association and/or bargaining unit member will take the issue directly to the State of Michigan, not the District.
7. The Association agrees that the District may pre-condition bargaining unit member participation in the Program on the member executing an individual waiver of claims and individual indemnification agreement developed by the District.
8. The District will attempt to follow all applicable tax rules; however, it is the employee's responsibility to seek professional tax advice and pay any applicable taxes on their own. The District and the Association recommend that bargaining unit members consult with their attorney or certified public accountant regarding any tax implications before agreeing to participate in the Program.

9. If any contributions made to an individual employee through the Program are later deemed not reimbursable to the District through the Program because of the employee's ineligibility, the District may withdraw such contributions from the employee's paycheck through payroll deductions to the extent permitted by law. In the event that the contributions are not reimbursable to the District for reason(s) other than the eligibility of individual employees, the District agrees to consult with the Association before taking any action.
10. It is the employee's responsibility to cover any additional District costs beyond the administration of the Program, including, but not limited to, payroll taxes and/or retirement obligations, if they become applicable.
11. The duration of the Program is exclusively determined by the State of Michigan and shall cease when funding is no longer available, the law is changed and/or repealed, or the District otherwise determines to no longer participate in Program. The Program is not subject to the grievance procedure.
12. The Association agrees not to challenge any administrative regulations adopted by the District regarding the implementation of the Program. The District will provide guidance for employee ineligibility due to working less than 32 hours per week.
13. The Association agrees that any willful misrepresentation on behalf of an employee to the District regarding eligibility to receive funds pursuant to the Program constitutes sufficient grounds for discipline, up to and including termination of employment.
14. In order to be eligible for a month's payment, the employee must work 32 hours a week for the entire month. Employees will only be given credit on increments at a full one (1) month. Credit will not be given for any partial months worked. Periods when employees are not expected to work (e.g. summer months, school vacation periods) are considered as periods worked for the purposes of this Letter of Agreement.
15. The District is not responsible for any employee's missed deadlines, verification, and/or incomplete documentation that results in any subsequent loss of grant funding for the employee.
16. The District will not charge or assess fees to Employee Participants.
17. Since participation in the Program is discretionary on the part of the District, the Association agrees to a covenant not to sue the District regarding administration of the Program.
18. If the Program changes due to a change in the law and/or guidance from the MDE, the District will assess the impact of such change and determine whether continued participation in the Program is warranted. The District agrees that all funds received from this Program from the State of Michigan shall be distributed to eligible participants. The District agrees to provide the Association and bargaining unit members at least ninety (90) days' notice if it determines to no longer participate in the program.

19. This Letter of Agreement includes all items and issues specifically agreed to by the District and the Association pertaining to the subject matter addressed herein, and this agreement does not alter any other terms or conditions of the Master Agreement. This agreement does not create precedent to positions the District and the Association may have taken in the past or may take in the future.
20. The District shall provide the Association with an employee participant list for the Student Loan Repayment Program. The District shall promptly inform the Association of delinquent participants as they are discovered.
21. If there is a dispute between the parties regarding eligibility of an Association member's right to participate in the Student Loan Repayment Program, the Chief Human Resources Officer agrees to meet and confer if necessary to discuss the eligibility of the individual with Association representatives. However, any dispute is not subject to the binding arbitration process.
22. Upon conclusion of the SLRP, the District will notify Employee Participants and the Association.
23. This Letter of Agreement expires with the depletion of SLRP funding and conclusion of the program.

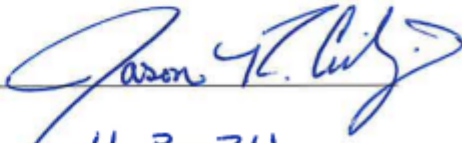
Troy School District



4-3-2024

Date

Troy Education Association



4-3-24

Date

**Letter of Agreement
Between the
Troy School District and
Troy Education Association**

RE: Special Education Program Teacher Stipend

ISSUE: The special education program teacher shortage has continued to make it harder for districts to recruit and retain ASD, CI, SXI, EI, Level III and Level IV teaching staff. Districts in the Tri-county Area have begun offering a variety of compensation incentives to compete for talent in these specialized categories.

Additionally, it is recognized that there are additional work-related duties and workplace challenges associated with teaching in a special education program classroom.

RESOLUTION: The solution requires providing additional compensation to this group of individuals. This additional compensation shall be offered in the form of a 19-pay Schedule-C stipend amount as follows:

Special Education Program Classroom Stipend Schedule

Schedule C Step	Compensation Amount
Step 1	\$1,000.00
Step 2	\$2,000.00
Step 3	\$3,000.00
Step 4	\$4,000.00
Step 5	\$5,000.00

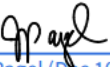
- This Special Education Program Classroom Stipend Schedule applies to self-contained programs: ASD, CI, SXI, EI, Level III and Level IV.
- The provisions outlined within *Article 16: Transfers* in the Collective Bargaining Agreement (CBA) shall be utilized for all placement decisions.
- There is a recognition by both the TSD and TEA that qualified special education teachers may apply for and be considered for transfers into other available special and general education positions.
- Teachers hired prior to the signing of this agreement shall be placed on Step 2 of the Special Education Program Classroom Stipend Schedule.
- For teachers hired prior to the signing of this agreement, the TSD shall retroactively pay eligible special education teachers the Special Education Program Classroom Stipend to ensure to the entire above listed stipend amount is paid by the conclusion of the 2024-2025 school year.
- Teachers hired after the signing of this agreement shall be placed on Step 1 of the Special Education Program Classroom Stipend Schedule.
- Teachers shall advance one (1) Step on the Categorical Classroom Stipend Schedule after each full year of service in a self-contained program: ASD, CI, SXI, EI, Level III and Level IV after the signing of this agreement.
- The Professional Relations Committee (PRC) shall be charged with determining how to award steps for partial years of service for special education teachers that complete less than one full year in a self-contained program: ASD, CI, SXI, EI, Level III and Level IV.
- It is recognized that years of service for a special education program teacher do not have to be consecutive. In other words, if a teacher that vacated a self-contained program position is placed back in a special education program (ASD, CI, SXI, EI, Level III and Level IV), the teacher

shall be placed on this Special Education Program Classroom Stipend Schedule according to both their hire date and number of full years of experience.

- The Troy School District (TSD) will actively seek and pursue available programs to assist teachers in offsetting the cost of tuition associated with obtaining endorsements in special education.
- This agreement shall sunset on the scheduled last teacher day of school for the 2028-2029 school year.

The parties acknowledge that this is a modification to the collective bargaining agreement that benefits both parties and does not establish any past or future precedent. This Agreement constitutes the entire agreement between the parties.

FOR THE TROY SCHOOL DISTRICT


John Pagel (Dec 10, 2024 07:41 EST)

DATE: 12/10/2024

FOR THE TROY EDUCATION
ASSOCIATION


Jason R. Cichowicz (Dec 10, 2024 08:36 EST)

DATE: 12/10/2024

Weingarten Rights

Weingarten rights address the right of members to have union representation during an investigatory interview. An investigatory interview occurs when a supervisor questions a member to obtain information that could be used as a basis for discipline or asks a member to defend his/her conduct.

If a member has a reasonable belief that discipline or other adverse consequences may result from what he/she says, the member has a right to union representation by a person of his/her choice.

Under the Supreme Court's Weingarten decision, when an investigatory interview occurs the following rules apply:

Rule 1

The member must make a clear request for union representation before or during the interview. The member cannot be punished for this request.

Rule 2

After the member makes the request, the employer must choose from among three options:

- Grant the request and delay questioning until the union representative arrives and has a chance to consult privately with the member; or
- Deny the request and end the interview immediately; or
- Give the member a choice of having the interview without representation or ending the interview.

Rule 3

If the employer denies the request for union representation, and continues to ask questions, the employer commits an unfair labor practice and the member has the right to refuse to answer. The employer may not discipline for such a refusal.