

**MASTER AGREEMENT**

**BETWEEN**

**TEKONSHA SCHOOL DISTRICT**

**AND THE**

**TEKONSHA EDUCATION ASSOCIATION,  
MEA/NEA**

**July 1, 2016- June 30, 2019**

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**ARTICLE I  
RECOGNITION**

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

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

**ARTICLE II  
ASSOCIATION AND TEACHER RIGHTS**

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

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

- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those founded in law or on contracts, individual and collective.
- C. Teachers and their Association representatives shall have the right to use school buildings at all reasonable hours for meetings, provided that this shall not interfere with or interrupt normal school operations. When special custodial service is required, the Board may make a reasonable charge therefore. No charge shall be made for use of school rooms before the commencement of the school day or after 6 p.m.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Taking a teacher away from his assigned duty station is considered interrupting normal school operation.
- E. Teachers shall have the right to use school facilities and equipment for Association business to include the use of computers, printers, email, fax machine, telephone and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and said equipment shall be used on the school premises.
- F. The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the inter-school mail service and teacher mail boxes for communications to teachers, provided they are signed by an Association representative.
- G. The Board agrees to make available to the Association in response to reasonable requests all available information concerning the financial resources of the district, including but not limited to annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations (including country allocation board budgets) agendas and minutes of all Board meetings, treasurer's reports,

student enrollment data, names and addresses of all teachers, salaries paid thereto and educational background and such other information as will assist the Association in developing intelligent accurate, informed and constructive programs on behalf of the teachers and their students together with information which may be necessary for the Association to process any grievance or complaint.

- H. The private and personal life of a teacher is within the appropriate concern of the Board inasmuch as it can seriously affect the professional rights, duties, and responsibilities of the teachers. In the event that the Board feels that the private and/or personal life of a teacher is in fact affecting the professional rights, duties, and responsibilities of the teacher, the Board may discuss with the teacher and/or a designated representative of the Association at the option of teacher the subject of its concern.
- I. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status. Membership in the Association shall not be denied to any teacher because of race, creed, religion, color, sex, marital status, age, or national origin.
- J. The rights granted herein to the Association shall not be granted or extended to any competing teacher organization.

The Board shall place on the agenda of each regular Board meeting as an meeting as an item for consideration under “New Business” any matters brought to its consideration by the Association so long as those matters are made known to the Superintendent’s office five days prior to said regular meeting.

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

- A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

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

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

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

<b>ARTICLE IV PAYROLL DEDUCTION</b>
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Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, or any other plans or programs jointly approved by the Association and the Board. The Board will deduct Association dues or service fees from employee paychecks on behalf of the Association, as permissible by law.

<b>ARTICLE V</b> <b>TEACHING HOURS AND CLASS LOAD</b>
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A. Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupils' regular school day in the morning. Teachers shall be permitted to leave fifteen (15) minutes after close of the pupils' regular school day. Teachers are encouraged to remain for a sufficient period after the close of the pupils' school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the teacher or with the Principal after consultation with the teacher. On Fridays or on days preceding holidays or vacations, the teacher's day shall end immediately following bus departure.

B. The normal weekly teacher's work load in the junior and senior high (grades 7-12) school will be thirty (30) teaching periods and five (5) unassigned preparation periods or not to exceed six hours of pupil contact per day. Assignment to a regularly scheduled supervised study period shall be considered a teaching period for purposes of this Article. The normal weekly teaching load in the elementary schools will not exceed thirty (30) hours of pupil contact per week. Every reasonable effort will be made by the building principal to assign the inexperienced teacher the class with the lowest number of pupils at the elementary level, and fewest possible preparations at the high school level.

Elementary planning time will be comprised weekly of five (5) unassigned, fifty (50) consecutive minutes planning periods.

C. Each teacher shall be required to attend Parent-Teacher Conferences and the back-to-school open house.

D. At the secondary level, every teacher shall be responsible for one (1) major assignment and one minor assignment without extra pay. Major and minor assignments will be the responsibility of the building principal with the approval of the Superintendent. The existing minor assignments shall be on a voluntary or yearly rotation basis.

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

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

- E. All teachers shall have a duty-free, uninterrupted lunch period of twenty-five (25) minutes, except in emergency situations of short duration.

It is understood that the administration is allowed to schedule not more than one (1) monthly staff meeting, with a duration of not more than one (1) hour (3-4 p.m.).

<b>ARTICLE VI SPECIAL STUDENT PROGRAMS</b>
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- A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experiences and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Teachers may request transfer of children who have such problems and shall present arguments for such request to the Professional Study Committee, who can make a recommendation to the Board. Special attention will be given to reducing class size where special students are placed in a regular classroom.
- B. The parties, to assist the teacher, will cooperate to increase the psychological testing program, to add school psychologists to the schools of the district, to employ visiting teachers, and to correlate their activities so as better to meet the needs of special students in the community insofar as funds are available.

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

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

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

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

CI – Cognitively Impaired

SLD – Specific Learning Disabled

EI – Emotionally Impaired

- B. The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties and/or their assigned members will confer from time to time for the purpose of improving this selection, with the attempt to implement these as the funds are available.
- C. The Board shall make available in each school a restroom and lavatory facilities for teachers, and at least one (1) room which shall be reserved for the use as a faculty lounge.
- D. Each teacher shall maintain with the office of the Superintendent of School and the building principal the current correct address and phone number which may be used to contact them in emergency matters while they are in the employment of the School District.

- E. Every teacher employed by the Board must have a valid teaching certificate, or permit. This certificate must be filed with the Superintendent. Failure to file the certificate or loss of certification may result in loss of employment.
- F. All teachers are covered by Michigan Worker's Compensation law. Accidents and injuries are to be reported to the employee's supervisor immediately. Employer liability shall be in accordance with the law.
- G. To relieve teachers of as many non-teaching duties as possible, the Board agrees to engage as many aides as possible. This will specifically and definitely include supervision of recess, and lunch. Further, in case of the absence of any aide, a substitute will be provided to fulfill said duties.
- H. The Board will provide texts which are reasonably requested by teachers to the extent finances are available.
- I. The Board will make reasonable effort to provide within the financial limits of the District the following:
  - 1. A separate desk for each teacher in the District.
  - 2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
  - 3. Adequate chalkboard space in every classroom.
  - 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
  - 5. Adequate storage space in each classroom for instructional materials.
  - 6. Adequate attendance books, paper, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.
  - 7. A telephone shall be made available to teachers for their personal use. All other calls, other than local, shall be charged to the teacher's personal phone.

**ARTICLE VIII  
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

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

**ARTICLE IX  
NOTICE OF VACANCIES**

- A. Whenever any permanent vacancy in a teaching or supervisory position in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to president of the Association and provide for appropriate posting on the bulletin boards in the teachers' lounges. The vacancy will remain posted for a period of five (5) days and will not be permanently filled until the expiration thereof.
- B. Any teacher possessing the qualifications to apply for such vacancy may make application to the Superintendent's office within this five (5) day period. The Board agrees to give consideration to professional background and attainments of all applicants, length of service in the District, building, class level, area of specialization, and other relevant factors.

- C. Posting of notices of vacancies mentioned in this Article shall continue through the summer months by notifying the TEA President via email, and the vacancy shall appear in the IDEA paper one time.

<b>ARTICLE X ILLNESS OR DISABILITY</b>
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A. Sick Leave:

1. All teachers regularly employed by the District shall accumulate sick leave at the rate of seventy (70) hours for each year of service. Sick leave shall normally be accumulated to a total of ~~one hundred~~ eight hundred and forty hours (840) However, teachers who are compensated at the top step of the salary schedule and who have accumulated the normal maximum of sick leave, shall be allowed continued accumulation of sick leave. Sick leave may only be used in increments of ½ or full days.
2. A teacher may use all or any portion of his/her sick leave for personal illness or disability. Up to fifteen days per year may be used for illness or disability of a member of the teacher's immediate household.
3. In the event of absence of a teacher for illness in excess of three (3) consecutive working days, the teacher may be required, at the teacher's expense, to submit a physician's statement concerning the ill person's condition. If the ill person for whom such sick leave is used is the teacher, said physician's statement shall also certify the teacher's ability to return to work.
4. Each teacher will have lesson plans created for use during the time of absence from the classroom. Each teacher shall notify, at or before 6:00 a.m., the Administration of his or her intended absence stating the nature of leave. The teacher will call the office in the afternoon before school dismisses, if at all possible, to advise the Administration as to whether he/she will return the following day. The information supplied will enable the Administration to retain the substitute or release him/her for the following day.

B. Personal Business

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

C. Occupational Injury or Illness:

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

D. Jury Duty:

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

E. Death in the Immediate Family:

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

F. Attendance at Conferences:

Teachers may be granted a leave of absence with pay for approved visitation at other schools, or attending meetings or conferences of any educational nature. The number of teachers allowed to leave at any one (1) time will be within the discretion of the Administration.

G. Critical Illness in the Immediate Family:

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

H. The Association shall be allowed then ten (10) days to be used at their discretion for Association business. No more than two (2) teachers will be gone on the same day. The Association will pay for the substitute and will give twenty (20) working days notice.

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

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

<b>ARTICLE XI UNPAID LEAVES OF ABSENCE</b>
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A. A leave of absence of up to one (1) year may be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other school districts, states, territories, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his professional responsibilities provided said teacher states his intention to return to the school system. Upon return from such leave, a teacher shall be placed one step higher on the salary schedule from his position prior to said leave.

B. A leave of absence of up to one (1) year, renewable at the discretion of the Board may be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university which is reasonably related to his professional responsibilities. Upon return from

such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the District during such period.

- C. A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position of the salary schedule as he would have been had he taught in the District during such period.
- D. A leave of up to one year for the purpose of child care of an infant or severely ill older child or an adopted child shall be granted a teacher upon written request. Said teacher shall submit the written request at least six (6) weeks before the anticipated date of the commencement of the leave except in an emergency caused by an unexpected severe illness of a child.

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

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

Upon return from leave, a teacher shall be placed one (1) step higher on the salary schedule from the position held prior to said leave provided that he/she taught at least one (1) complete semester before the commencement of the leave. In the event that one (1) semester was not completed, the teacher shall resume the same position on the salary schedule as when the leave commenced.

E. Extended Leaves:

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

- (1) Requests for leaves shall be in writing.
- (2) Eligibility shall be based on a minimum of two (2) years continuous employment in the district.
- (3) All extended leaves shall be limited to one (1) year.

- (4) Salary increments shall not accrue.
- (5) Sick leave days shall not accrue but unused sick leave days held at the start of the leave shall be reinstated.
- (6) Written notice of intention to either return or resign shall be given the Superintendent by March 1<sup>st</sup> of the year in which the leave expires.
- (7) Re-employment during the school year shall be at the discretion of the Board.

<b>ARTICLE XII ACADEMIC FREEDOM</b>
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- A. The parties seek to educate young people in the democratic tradition; to foster a recognition of individual freedom and social responsibility; to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights; and to instill appreciation of the value of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.
- B. Freedom of individual expression will be encouraged and fair procedures will be developed to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society. In a controversial issue both sides must be presented equally.

<b>ARTICLE XIII TEACHER EVALUATION AND PROGRESS</b>
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The Board of Education through the powers derived from the School Code and other relevant statutes, is responsible for the employment and discharge of all personnel. To carry out this responsibility, with involvement of teachers, it delegates to the Superintendent the function of establishing and implementing a rigorous, transparent, and fair performance evaluation system.

- A. Each teacher shall have the right, upon request, to review the contents of his own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. An

administrator has the right to be present during the teacher's review of his/her file.

No material may be placed in a teacher's file without the knowledge of the teacher and an opportunity for the teacher to respond to any material and include the response in the file.

Each teacher's personnel file shall contain the following minimum items of information:

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

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

<b>ARTICLE XIV</b> <b>RIGHT OF REPRESENTATION</b>
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- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement, provided that a teacher may reasonably refuse to carry out an order which threatens physical safety or well-being or is professionally demeaning.
- B. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- C. All investigatory information forming the basis for action will be made available to the teacher.

**ARTICLE XV  
PROFESSIONAL IMPROVEMENT**

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

**ARTICLE XVI  
ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE  
DISTRICT**

- A. In the event that this District shall be combined with one (1) or more districts, the Board will use its best efforts to assure the continued recognition of the Association and the continued employment of its members in such consolidated district.
- B. Seniority shall date from the first date of employment by the District. In case two (2) or more teachers share the same date of employment, seniority shall be determined by the date the individual contract was signed. If two (2) or more teachers share the same date of hire by individual contract, seniority shall be determined by lottery. Seniority shall terminate with resignation or transfer out of the bargaining unit, except that administrators currently employed by the District retain seniority for those years they may have served in the bargaining unit. Leaves of absence and lay off in accordance with the provisions of this Contract shall not interrupt continuous service, however seniority shall not accrue during these periods.
- C. Except in an unforeseeable emergency, teachers subject to being laid off shall be so notified no later than July 1. If said unforeseeable emergency should arise during the school year, there shall be no less than two (2) weeks' notice. Any teacher so laid off and who is paid unemployment compensation benefits (associated with the regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to the teaching position at the beginning of the

next school year will be paid according to an annual salary rate, such that his/her unemployment compensation plus that annual salary rate will be equal to the rate of salary he/she would have earned for his/her services during the school year had he/she not been laid off.

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

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

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

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

<b>ARTICLE XVIII SCHOOL CALENDAR</b>
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For the term of this Agreement the school calendar shall be as set forth in Appendix A. There shall be no deviation from or change in the school calendar except by mutual agreement of the Board and the Association.

The school calendar shall provide for the state required number of days/hours for students and teachers.

Noting that the decision of an annual school calendar is a significant part of the bargaining process a school calendar committee made up of teachers and administrators will present a tentative calendar to the Superintendent, annually, no later than the last day for teachers the school year.

<b>ARTICLE XIX</b> <b>PROFESSIONAL COMPENSATION</b>
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- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to an incorporated part of this Agreement. Such salary schedule shall remain in effect during the designated period.
- B. The salary schedule is based upon the regular school calendar as set forth in Appendix A and the normal teaching assignment as defined in this Agreement. For classroom assignments in excess of the regular school calendar and normal teaching loads, teachers will be compensated at twenty dollars (\$20) per hour when the teacher is authorized by the Administration to substitute for another teacher during his/her regular planning time. The building principal shall notify the business office when a teacher is eligible for this compensation. The amount due will be added to the teacher's next paycheck.
- C. The assignment of a seventh class shall be voluntary on the part of the teacher. If assigned a seventh class, the teacher shall receive an additional 1/6 of their regular teaching salary prorated by the number of actual teaching days.
- D. Teachers involved in voluntary extra duty assignments as set forth in Appendix C which is attached to and incorporated in the Agreement will be compensated in accordance with the provisions of this Agreement without deviation.
- E. Teachers required in the course of their work to drive personal automobiles shall receive a mileage allowance as set forth in Board Policy as part of expense reimbursement. This allowance shall be given for use of personal cars for field trips or other business of the District. This provision is subject to prior approval by the Administration.
- F. Regular part-time teachers shall receive benefits on a pro-rated basis.

<b>ARTICLE XX</b> <b>INSURANCE PROTECTION AND FRINGE BENEFITS</b>
--

A. Heath and Prescription Insurance:

1. Upon submission of written application the Board shall contribute an amount equivalent to the “hard cap” as determined by the State of Michigan to the premium toward the purchase of MESSA ABC Plan 1 outlined below for each teacher and eligible dependent(s).
  - a. The insurance period shall be for a full twelve (12) month period September through August.
  - b. The insurance policy period shall be for a full twelve (12) month period, July 1 through June 30.
2. PAK A -

Health/Medical Insurance:

- ABC Plan 1
- \$1,300 single in-network deductible
- \$2,600 two person and family in-network deductible.
- \$2,600 single out of network deductible
- \$5,200 two person and family out of network deductible.
- ABC RX

Dental Insurance:

- Class I 80%
- Class II 80%
- Class III 80%
- Class IV 80%
- Lifetime Maximum \$1,000
- 2 Cleanings Per Year

Vision Insurance:

- VSP 2 Silver

Life Insurance & AD&D

- \$20,000

3. The teacher will pay the health insurance premium over the “hard cap” paid by the Board. These premium payments will be pro-rated and equitably shared among bargaining unit members on a monthly basis and deducted from the teacher’s pay check through a Section 125 Plan.
4. The teacher’s contribution toward the cost of medical insurance premiums will be adjusted as necessary to remain compliant with the “Publicly Funded Health Insurance Contribution Act”.
5. Regular part-time teachers (part-time being twenty-nine (29) hour/week or less) shall receive fringe benefits on a pro-rated basis.
6. The District will fully fund the annual deductible through a Health Equity HSA at thirteen hundred (\$1300) for single teachers, and twenty-six hundred dollars (\$2600) for two (2) person or families within five (5) days of each new calendar year.
7. Effective for anyone hired after July 1, 2007: Spouses that have access to medical coverage through their employer must elect coverage through their employer and will not be covered through Tekonsha Community Schools. Also eligible spouses whose birthday falls earlier in that year will carry any dependents.
8. Either party (TEA or Board) may notify the other within the period between April 1 and May 15 to open negotiations on Article XX, Section A. The goal of negotiations will be to determine if an alternative insurance protection program exists that would meet the needs of the Association members and provide a financial benefit to the District. Every effort shall be made by both parties to complete negotiations by July 1 of the same year.

B. Cash In Lieu of Insurance :

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

Single = \$250

Two person = \$450

Full family = \$550

2. Those not electing health insurance will be enrolled in PAK B:

PAK B:

Dental Insurance:

- Class I 80%
- Class II 80%
- Class III 80%
- Class IV 80%
- Lifetime Maximum \$1,000
- 2 Cleanings Per Year

Vision Insurance:

- VSP 2 Silver

Life Insurance & AD&D

- \$20,000

C. Class Reimbursement:

The Board will reimburse teachers of the elementary and secondary schools of the District at a rate of one hundred seventy-five dollars (\$175) per graduate credit hour or fifty percent (50%) of undergraduate credit hour for work beyond present certification upon presentation of a passing grade (A or B). This sum would be payable upon completion of the course.

1. A written application must be submitted for approval prior to taking the course i.e. within the first five (5) days that the class has started.
2. Approval must be given by the building principal or Superintendent before taking the course.
3. Approval will be given (within five [5] days of receipt of written application) for courses that are directly related to teaching or other related educational fields.
4. The Association member will have an appeal process to follow if the approval of the course is denied.

5. Appeal process will consist of two (2) TEA members and the Superintendent.
  - a. Step 1 will be that the TEA member will put in writing why it is felt the denied course will benefit the member and the District.
  - b. Step 2 will be a meeting with the committee members.

<b>ARTICLE XXI SPECIAL AND STUDENT TEACHING ASSIGNMENTS</b>
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- A. Assignments for the Summer School programs will be made by the Board on the basis of preference to tenure teachers possessing permanent teaching certificates who are regularly employed in the District during the normal school year. The above position(s) shall be paid at the rate of twenty dollars (\$20) per hour. Nothing above shall be construed to restrict the right of the Board to make the assignment of other qualified teachers for the above mentioned positions.
- B. The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call before 6 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. A substitute retained over forty-five (45) consecutive school days for the same teacher in the same room shall, beginning on the forty-sixth (46<sup>th</sup>) day, be allowed a pro-rated salary according to his placement on the salary schedule (Appendix B).

<b>ARTICLE XXII STUDENT DISCIPLINE AND TEACHER PROTECTION</b>
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- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board inasmuch as possible will take reasonable steps to relieve the teacher of responsibilities with respect to such pupil.

- B. It is recognized that discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics. A teacher may use such force as is necessary to protect himself from attack or to prevent injury to another student.
- C. A teacher may exclude a pupil from class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. Continued suspension from class or school is under the jurisdiction of the Administration.
- D. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- E. If any teacher is complained against or sued as a result of any action taken by the teacher while in pursuit of his employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his defense.
- F. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- G. Teachers will be promptly notified of complaints. If any question of breach of professional ethics is involved, the Association shall be notified.
- H. At the elementary level, an attempt to evenly distribute known problem children between the two sections of each grade will be made by the Principal in cooperation with the teachers involved.

Teachers should maintain adequate discipline and control in their classroom at all time. Repeated discipline problems should be discussed with the Principal. Teachers should not be frequently sending students to the Principal for classroom problems of a general nature. Failure to fulfill these obligations could result in discipline up to and including dismissal for failure to fulfill teaching responsibilities.

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

<b>ARTICLE XXIV GRIEVANCE PROCEDURE</b>
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- A. A grievance shall be an alleged violation of the expressed terms of this Contract or written Board policy. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
  - 1. The termination of services of, or failure to re-employ any probationary teacher.
  - 2. The placing of a non-tenure teacher on a third year of probation.
- B. The Association shall designate one representative per building to handle grievances when requested by the grievant, and shall notify the Superintendent of the names of said representatives not later than the

15<sup>th</sup> day of September of each school year. The Board hereby designates the Principal of each building to act as its representative at level one as hereinafter described in Section F and the Superintendent or his designated representative to act Level Two as hereinafter described in section H.

- C. The terms 'days' as used herein shall mean Monday through Friday, excluding holidays.
- D. Written grievances as required herein shall contain the following:
  - 1. It shall be signed by the grievant or grievants;
  - 2. It shall be specific;
  - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
  - 4. It shall cite the section or subsections of this Contract (or the written Board policy) alleged to have been violated;
  - 5. It shall contain the date of the alleged violation;
  - 6. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such rejection shall not tread beyond the limitations hereinafter set forth.

- E. In the event that a teacher believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal either personally or accompanied by an Association representative. This shall be done within five (5) days of the alleged grievance.
- F. If, as a result of the informal discussion with the building principal a grievance still exists, he may invoke the formal grievance procedure through the Association on the form set forth in Appendix E, signed by the grievant and a representative of the Association, which form shall be available from the Association. A copy of the grievance form shall be delivered to the principal within five (5) days of the informal discussion. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him.

- G. Within five (5) days of receipt of the grievance, the principal shall meet with the Association in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) days of such meeting, and shall furnish a copy thereof to the Association.
- H. If the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) days of such meeting (or ten (10) days from the date filed, whichever shall be later), the grievance shall be transmitted to the Superintendent immediately. Within five (5) days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy to the Association.
- I. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee or if no disposition has been made within five (5) days of such meeting (or ten [10] days from the date of filing, whichever shall be later), the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee immediately, The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, shall meet with the Association on the grievance. Disposition of the grievance in writing by the Board shall be made no later than five (5) days thereafter. A copy of such disposition shall be furnished to the Association.
- J. If a satisfactory disposition of the grievance is not made as a result of the procedure as outlined above in Section I, either the Board or the Association shall have the right to appeal the dispute to an impartial arbitrator under the rules of the American Arbitration Association. Such appeal must be taken within fifteen (15) days from the date of the written disposition of the Board.
1. Powers of the Arbitrator. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of the Agreement.
- (a) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- (b) He shall have no power to establish salary scales or change any salary, unless in violation of this Agreement.
- (c) He shall have no power to rule on any of the following:

- (1) The termination of services of or failure to reemploy any probationary teacher.
  - (2) The placing of a non-tenure teacher on a third year probation.
  - (3) The termination of services or failure to reemploy any teacher to a position on the extracurricular schedules.
  - (4) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teachers Tenure Act (Act 4 of Public Acts, extra session, of 1947 of Michigan, as amended).
- (d) He shall have no power to change any practice, policy or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board unless in violation of this Agreement. His powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.
- He shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- (f) There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the Board. The Association shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator nor shall the Association or its

members by any other means attempt to bring about the settlement of any grievance.

(g) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

(h) Any grievance occurring during the period between the termination date of the Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

K. Should a teacher fail to institute or appeal a decision within the time limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance (except a claim involving a remedy directly benefiting the grievant regardless of his employment) shall be barred.

L. The Association shall have no right to initiate the grievance involving the right of a teacher or group of teachers without his or their express approval in writing thereon.

M. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when a teacher or a participating Association representative is to be at their assigned duty stations.

<b>ARTICLE XXV COMPLETION OF AGREEMENT</b>
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A. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with the respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been

within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement; unless mutually agreed upon.

- B. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.
- C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board. All teachers covered under this Agreement who participate in the production of tapes, publications, or other produced educational material shall retain residual rights should they be copy written or sold by the District.
- D. If any provision of this Agreement, or any application of the Agreement to any employee or group of employees, shall be found contrary to the law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- E. Copies of this Agreement titled “Master Agreement between the Tekonsha School District and the Tekonsha Education Association, MEA/NEA” shall be printed at the joint expense of the Board and the Association within thirty (30) days after the Agreement is signed and presented to all teachers now employed, or hereafter employed. The Association shall have ten (10) copies of the Master Agreement, for its use. The Administration and Board shall have twenty (20) copies for its use.

**ARTICLE XXVI  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2016, and shall continue in effect until the last day of June, 2019.

This Agreement shall not be altered or amended except on mutual consent of the parties hereto:

**TEKONSHA BOARD OF EDUCATION**



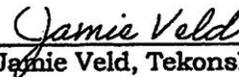
Jeff Kawaski, Superintendent

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**TEKNOSHA EDUCATION  
ASSOCIATION, MEA/NEA**



Sandy Paesens, MEA UniServ Director



Jamie Veld, Tekonsha EA President

**APPENDIX A  
TEKONSHA COMMUNITY SCHOOLS  
2016-2017 SCHOOL CALENDAR**

**Tekonsha Community Schools 2016-17 Calendar**

August					December					April				
M	T	W	R	F	M	T	W	R	F	M	T	W	R	F
1	2	3	4	5	5	6	7	1	2	<del>3</del>	<del>4</del>	<del>5</del>	<del>6</del>	<del>7</del>
8	9	10	11	12	12	13	14	15	16	10	11	12	13	<del>14</del>
15	16	17	18	19	19	20	<del>21</del>	<del>22</del>	<del>23</del>	17	18	19	20	21
22	23	24	25	26	<del>26</del>	<del>27</del>	<del>28</del>	<del>29</del>	<del>30</del>	24	25	26	27	28
<del>29</del>	<del>30</del>	<del>31</del>												
T-3 S-0					T-14 S-14					T-14 S-14				
September					January					May				
M	T	W	R	F	M	T	W	R	F	M	T	W	R	F
<del>5</del>	6	7	<del>8</del>	<del>9</del>	<del>2</del>	<del>3</del>	4	5	6	1	2	3	4	5
12	13	14	15	16	9	10	11	12	13	8	9	10	11	<del>12</del>
19	20	21	22	23	<del>16</del>	17	18	19	20	15	16	17	18	19
26	27	28	29	30	23	24	25	26	<del>27</del>	22	23	24	25	26
					30	31				<del>29</del>	30	31		
T-19 S-19					T-20 S-20					T-22 S-22				
October					February					June				
M	T	W	R	F	M	T	W	R	F	M	T	W	R	F
3	4	5	6	7	6	7	8	9	10	5	6	7	1	2
10	11	12	13	14	13	14	15	16	(17)	<del>12</del>	<del>13</del>	<del>14</del>	<del>15</del>	<del>16</del>
17	18	19	20	21	20	21	22	23	24	<del>18</del>	<del>19</del>	<del>20</del>	<del>22</del>	<del>23</del>
24	25	26	27	<del>28</del>	27	28				<del>26</del>	<del>27</del>	<del>28</del>	<del>29</del>	<del>30</del>
31														
T-21 S-21					T-20 S-20					T-7 S-7				
November					March					X No School △ End of Marking Period □ Staff Records Day 12-3pm ○ 1/2 Day: Students dismiss 11:30 ○ 1/2 Day School for all, dismiss at 11:30 □ Teacher PD Full Day 8am-3pm/hour lunch ◇ 1/2 Day: Students dismiss 11:30, PD 12-3pm				
M	T	W	R	F	M	T	W	R	F					
	1	2	3	△	6	7	8	9	10					
7	8	9	10	(11)	13	14	15	16	17					
14	15	16	17	18	20	21	22	23	<del>24</del>					
21	22	(23)	<del>24</del>	<del>25</del>	27	28	29	30	<del>31</del>					
28	29	30												
T-20 S-20					T-23 S-23					S=180 T=183				

Aug 29, 30, 31: PD Day No School  
 Aug 30: Open House 5:30-7:00 pm  
 Sept 6: First Day of School-Full Day Students/Staff  
 Oct 28: 1/2 Day Students, 1/2 Day Staff PD  
 Nov 4: End of 1st Marking Period  
 Nov 8 & 9: Conferences 4:30-7:00 pm  
 Nov 11: 1/2 Day Dismiss at 11:30  
 Nov 23: 1/2 Day Dismiss at 11:30  
 Nov 24 & 25: No School Thanksgiving Break  
 Dec 21-Jan 3: No School, Christmas Break  
 Jan 4: School Resumes  
 Jan 16: MLK Day, 1/2 Day Students, 1/2 Day Staff PD  
 Jan 27: End of 2nd Marking Period/1st Semester  
 Feb 17: 1/2 Day Dismiss at 11:30

Mar 22: Spring Conferences, 5-7 pm  
 Mar 24: 1/2 Day Students, 1/2 Day Staff PD  
 Mar 31: End of 3rd Marking Period  
 Apr 3-7: Spring Break  
 Apr 10: School Resumes  
 Apr 14: No School, Good Friday  
 May 12: 1/2 Day Students, 1/2 Day Staff PD  
 May 26: Last Day for Seniors  
 May 29: No School, Memorial Day  
 June 2: Baccalaureate, 7 pm  
 June 4: Graduation, 2 pm  
 June 6, 7, 8: Exams  
 June 8 & 9: 1/2 Day School, PM Records  
 June 9: End of Marking Period/ Semester

**No lunch served on 1/2 days of school**

<b>APPENDIX B</b> <b>SALARY SCHEDULE</b>
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2016-2017 SALARY SCHEDULE

Step	BA	BA +20	MA
0	\$33,800	\$35,008	\$35,427
1	\$35,063	\$36,329	\$37,312
2	\$36,381	\$37,700	\$38,684
3	\$37,740	\$39,122	\$40,109
4	\$39,153	\$40,603	\$41,584
5	\$40,620	\$42,134	\$43,101
6	\$42,138	\$43,726	\$44,701
7	\$43,717	\$45,376	\$46,351
8	\$45,349	\$47,089	\$48,052
9	\$47,050	\$48,865	\$49,818
10	\$48,812	\$50,403	\$51,699
11	\$50,642	\$52,316	\$53,684
12	\$52,535	\$54,374	\$55,831

\*Longevity:

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

\*The above amounts shall remain part of the teacher's wages for each year of designated longevity pay and will have a compounding effect on the teacher's pay.

For 2016-2017 teachers will advance on steps and will receive a 1% on schedule wage increase.

Teachers will receive a reimbursement of \$85.00 at the end of each school year for every unused sick day or personal day. Unused sick days and personal days will also be rolled over the following year into the teacher's sick bank. Reimbursement is for full days only. Combining half days is not permitted. This will take the place of the sick day payout at the conclusion the teacher's employment.

Contract will be re-opened to negotiate salary, insurance benefits and calendar only in 2017-18 and 2018-19.

For the duration of the 2016-17 contract, teachers will advance on steps. For 2016-17, 17-18 and 18-19 contract teachers will receive a five-hundred dollar (\$500) off schedule bonus for every four (4) students above the FTE's for which the district budgeted. If the fall minimum of four (4) students is not met, and is met for the spring count, full-time Tekonsha teachers will receive an off schedule payment of two-hundred fifty dollars (\$250) in the last payroll of March of each contract year. There is a fall limit of one-thousand dollars (\$1,000) and a spring limit of five-hundred dollars (\$500) in off schedule payments. Reaching those maximums would indicate that the district either enrolled eight (8) additional FTE's above the budgeted FTE number for the fall count or eight (8) additional FTE's for the spring count. There will only be one payment per academic year. If the district pays the off schedule payment for four (4) students in the fall and enrolls four additional students in the spring, no further payments will be made."

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

Incoming teachers may be given years of experience credit at the discretion of the Board.

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

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

<p><b>APPENDIX C</b>  <b>ADDITIONAL COMPENSATION FOR EXTRA DUTIES</b></p>
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<u>TITLE</u>	<u>COMPENSATION</u>
Band Director	\$1,500
Play Director	\$250 Stipend (Per Play)
Student Council Advisor	\$750 Cap
National Honor Society Advisor	\$500 Cap
Senior Class Advisor	\$500 Cap
Junior Class Advisor	\$500 Cap
Sophomore Class Advisor	\$300 Cap
Freshman Class Advisor	\$300 Cap
8 <sup>th</sup> Grade Class Advisor	\$200 Cap
7 <sup>th</sup> Grade Class Advisor	\$200 Cap

- A. The Board reserves the right to fill or not to fill any and/or all of the positions listed herein.
- B. The Band Director shall be paid ½ of the stipend at the end of the first semester and ½ of the stipend at the end of the school year.
- C. School plays shall be limited to two (2) per school year, one in the fall and one in the spring. A proposal for a school play including the use of proceeds will be submitted to the Superintendent for review and approval on a first come basis.
  - 1. The Play Director shall be paid the stipend at the conclusion of each play.
- D. Teachers who participate as an advisor shall be compensated at a rate of twenty dollars (\$20) for each hour they are assigned to work beyond their normal workday up to the cap listed above.

- E. Provided that no qualified bargaining unit member has applied for Class Advisor, Student Council Advisor, or National Honor Society Advisor positions, the Board may staff such positions with non-paid community volunteers.
  
- F. All secondary teachers must serve as a class advisor unless they are the National Honor Society advisor, the Student Council advisor, Athletic Director, or the Band Director.

<p><b>APPENDIX D</b>  <b>TEKONSHA COMMUNITY SCHOOLS</b>  <b>ATHLETIC SALARY SCHEDULE</b></p>
--

1		2
Head Baseball		
Head Football		Ass't Football
Head Basketball		Ass't Basketball
Head Volleyball		Ass't Volleyball
Head Track (*will include MS track)		
Head Softball		
	3,269	-0-
	3,338	-1-
	3,552	-2-
	3,621	-3-
	3,835	-4-
	3,977	-5-
	4,125	-6-
	4,262	-7-
	4,407	-8-
	4,546	-9-
	4,758	-10-
MS Football		1,400
MS Volleyball		1,400
MS Boys Basketball		1,400
MS Girls Basketball		1,400

Athletic Director \$6000

The Board of Education reserves the right to make additions or deletions to the coaching staff.

All new coaches will start at step 0.

**APPENDIX E  
GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_ Tekonsha School District Distribution of Form

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

**GRIEVANCE FORM**

\_\_\_\_\_  
Building                      Assignment                      Name of Grievant                      Date Filed

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Step I

A. Date Cause of Grievance occurred \_\_\_\_\_

B. 1. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature                      Date

1. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature                      Date

D. Position of grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

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

**Step II**

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

C. Position of grievant and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date

**Step III**

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Association \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Step IV**

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator/Date of Decision

**APPENDIX F**

**College Class Reimbursement Request**

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

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Class: \_\_\_\_\_

College/University: \_\_\_\_\_

Code

A – Employee completes

B – Employee completes

C – Superintendent/Principal completes

<b>A</b> <b>Class Name</b>	<b>B</b> <b>Class Date</b>	<b>B</b> <b>Class Level</b> <b>Grad/Undergrad</b>	<b>B</b> <b>Anticipated</b> <b>Cost*</b>	<b>C</b> <b>Reimbursable</b> <b>Amount</b>

Pre-approved: \_\_\_\_\_

Date: \_\_\_\_\_

Superintendent/Principal

Approved for Reimbursement: \_\_\_\_\_

Date: \_\_\_\_\_

Superintendent

Comments: \_\_\_\_\_

\_\_\_\_\_

Copies to: Business office, Superintendent, Principal, Employee

\*Course cost required for undergraduate courses.

\*\* Proof of passing grade required to receive reimbursement for all classes.

Tekonsha Education Association, MEA/NEA

2016-2019