

AGREEMENT
BETWEEN THE
TAWAS AREA BOARD OF EDUCATION
AND THE
TAWAS AREA FEDERATION OF TEACHERS
LOCAL 3625, AFT-Michigan, AFL-CIO
2012 - 2015

TAWAS AREA SCHOOLS
245 W. M-55
TAWAS CITY, MICHIGAN 48763

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AGREEMENT

PREAMBLE

This Agreement is made and entered into this 12th day of October, 2012, with an effective date of the 13th day of October, 2012, by and between the Board of Education of the Tawas Area School District, Tawas City, Michigan, hereinafter referred to as the "Board", and the Tawas Area Federation of Teachers, hereinafter referred to as the "Federation".

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947 as amended, to bargain with the Federation as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties following extended and deliberate negotiations have reached certain understandings, and

NOW, therefore, in consideration of the following mutual covenants, the Federation and the Board hereby agree as follows:

ARTICLE 1 – RECOGNITION

- 1.1 The Board hereby recognizes the Tawas Area Federation of Teachers, Local 3625, AFT - Michigan, AFL-CIO, as the sole and exclusive bargaining representative for all teaching personnel, including teachers, counselors, school social workers, school speech pathologists, but excluding supervisory and executive personnel, substitute teachers, office, clerical and all other employees. The term "teacher", when used herein after in this Agreement, shall refer to all employees represented by the Federation in the bargaining unit as defined above, and references to male teachers shall include female teachers.
- 1.2 The Board agrees not to negotiate with any teachers' organization other than the Federation for the duration of this Agreement.
- 1.3 If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 1.4 In the event that this Agreement or any part of this Agreement is found contrary to law under the conditions described above, the parties shall meet to renegotiate the items in question immediately.

ARTICLE 2 - BOARD RIGHTS AND RESPONSIBILITIES

- 2.1 The Federation recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operation and activities of the school district, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement, and hereof, are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- 2.2 The Board agrees to make available to the Federation all information to which it is legally entitled.

ARTICLE 3 - FEDERATION RIGHTS AND RESPONSIBILITIES

- 3.1 The Federation shall have the right to use school facilities and equipment, including typewriters, computers, copy machines, other duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. Federation use of school facilities and equipment will be permitted provided that:
 - A. A request is made and use arranged for in advance;
 - B. The Federation shall reimburse the Board for all expendable materials and supplies incident to such use.
- 3.2 The Federation shall have the right to post notices of its activities and matters of Federation concern on bulletin boards.
- 3.3 The Federation shall have the right to use inter-school mail services and teacher mail boxes for communication to its members.
- 3.4 The Federation shall, upon request, be granted the privilege of conducting a Federation meeting once a month to begin as soon as the students have left. Those teachers choosing not to attend the meeting must complete their work day on school-related activities. If the Federation meeting conflicts with another school-related activity, the Federation will reschedule its meeting at the request of the Administration.
- 3.5 If the Federation President, or his designee, can obtain a certified substitute at no cost to the Board to cover his classes, he may be released to take care of Federation business once a month including those months when in-service and/or principal days are held.
- 3.6 The Federation shall have the same rights and privileges of placing items on the Board agenda as other groups so long as those items are made known to the Superintendent's office in time to be placed on said agenda.
- 3.7 The Federation agrees to apply the provisions of this Agreement equitably and without discrimination toward race, creed, religion, color, national origin, political belief, sex, age, or marital status.

ARTICLE 4 - FEDERATION DUES/FEES & PAYROLL DEDUCTIONS

- 4.1 The Board agrees that it will provide payroll deduction for the purpose of payment of Federation dues and/or Service Fees of the members of the bargaining unit.
- 4.2 The Federation shall present the Board with a certified check-off list along with the proper authorization for check-off and shall be fully responsible for the validity and correctness of the list, and agrees to reimburse the Board for any deduction made and paid over to the Federation which may later be held to have not been authorized by the individual involved or which may constitute any illegal deduction. Authorizations presented to the Board shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year. The deduction of membership dues or service fees shall be made from twenty (20) pay checks beginning with the second pay and ending twenty (20) pays later. Each of the deductions will be equal and the Board agrees to remit monthly to the Federation all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. The Board further agrees to inform the Federation, in writing, of any teacher entering or leaving the bargaining unit.
- 4.3 Any teacher who is not a member of the Federation in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall pay a service fee to the Federation in an amount not to exceed the dues of the Tawas Area Federation of Teachers, Local 3625, AFT- Michigan, AFL-CIO, provided, however, that the teacher may authorize payroll deduction as provided in this Agreement.
- 4.4 In the event that a teacher shall not pay such service fee or dues directly to the Federation or authorize payment through payroll deduction, the Board shall deduct the service fee from the teacher's wages pursuant to MCL 408.477 and remit the same to the Federation after following the procedures outlined below. The procedures in all cases of non-payment of the service fee shall be as follows:
- A. The Federation shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - B. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the teacher may request the Board to make such deduction pursuant to paragraph A above.
 - C. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Federation or authorized payroll deduction for same. The Board will not be required to deduct employee contributions to political action or other similar funds of the Federation or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Board, in accordance with statutory provisions.

- 4.5 The Federation shall indemnify the Board and save the employer harmless against any and all claims, demands, suits, judgments, damages or other forms of liability or expense that may arise out of action taken by the Employer for the purpose of complying with the above sections.
- 4.6 The Board shall make payroll deductions upon written authorizations from teachers for annuities, charitable donations, credit unions or other plans or programs approved by the Board.

ARTICLE 5 - TEACHING CONDITIONS

- 5.1 The Board recognizes that appropriate texts, library reference facilities, maps, globes, computers and software, printers, copy machines, laboratory equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires and similar materials are the tools of the teaching profession. The parties shall confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement the joint decisions thereon made by its representatives and the Federation.
- 5.2 Teachers shall not be required to work under unsafe conditions.
- 5.3 Telephone facilities shall be made available to teachers for their professional use.
- 5.4 Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activity of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, except when the same shall interfere with effective teaching.
- 5.5 The Board shall make available in each school adequate lunch room, restroom and lavatory facilities exclusively for teachers' use, and at least one room appropriately furnished which shall be reserved for use as a faculty lounge.

ARTICLE 6 - TEACHING HOURS AND CLASS LOAD

- 6.1 Teachers shall not work more than a continuous seven and one-half hour (7 1/2) school day inclusive of a minimum of a thirty (30) minute duty-free lunch period. The Board shall retain the discretionary authority to order and implement an increase or decrease in the number of instructional periods per day to which teachers may be assigned, provided that the maximum number of instructional periods per day shall be seven (7), and further provided that implementation of a seven-period day shall not require that the daily duty time of individual teachers exceed the contractual maximum of seven (7) hours, as set forth above.
- 6.2 Teachers in the secondary schools (middle school/high school) shall be provided a preparation period equal to or greater than the time of a regularly scheduled teaching contract class period. Secondary teacher preparation time shall be exclusive of the time before arrival and the time after departure of the students for the school day.
- 6.3 Assignment to a supervised study period shall be considered a teaching period.
- 6.4 Elementary preparation time shall be provided by, but not limited to, the employment of specialists such as art, music and physical education instructors. Elementary preparation time shall be within ten (10) minutes per week of secondary teacher preparation time exclusive of the time before arrival and the time after departure of the students for the school day.
- 6.5 The Board will establish starting and ending times for students and staff in each building by the beginning of each school year (The teacher's day will not exceed 7 ½ hours including lunch as set forth above).
- 6.6 Teachers shall be free to leave the building during their preparation period or lunch period with the approval of the building principal.
- 6.7 The teaching staff and the administration in each building shall establish a rotating hall supervision schedule relative to the needs of each building, provided that this does not interrupt the teacher's lunch period or preparation period.
- 6.8 The teacher employed for noon hall and/or outside duty shall receive \$15.50 per hour or \$7.75 per half-hour. This employment is at the discretion of the building administrator.
- 6.9 The Board and the Federation recognize that the pupil-teacher ratio in individual classrooms which exceeds thirty (30) to one (1) detracts from a good educational program, except for special classes. Therefore, the parties agree that the class size should not exceed thirty (30) to one (1).

The parties also agree to form a committee made up of Board and Federation representatives which shall meet after the Fourth Wednesday after Labor Day of the school year and the spring supplemental count day in February. The purpose of the committee is to discuss any class size overloads which may exist. The committee shall make recommendations to the Superintendent of Schools to alleviate these overload classes. Within one calendar month, these recommendations will be reported to the Board of Education in a public meeting.

The Superintendent shall report back to this committee no less than three (3) days after the next Board meeting on these recommendations.

- 6.10 Should there be a change in the job description of an employee, Administration will provide the Federation with an opportunity to discuss the said change in a timely manner.

ARTICLE 7 – EVALUATION

- 7.1 The parties recognize the importance and value of developing a procedure for assisting in evaluating the progress and success of staff members.
- 7.2 Evaluations shall be conducted by the teacher's building principal or assistant principal or other full-time administrator assigned by the Superintendent.
- 7.3 All teachers, upon employment and at the beginning of each school year, will be apprised of the specific evaluation procedures and criteria prior to conducting any formal evaluation.
- 7.4 All evaluations will be reduced to writing and a copy given to the teacher within a timely fashion. At that time, the employee will have the opportunity to discuss the evaluation with the evaluator in a private and professional setting. If the employee desires, his or her building representative may be present as an observer. The employee's request for the building representative shall not delay scheduling of the evaluation conference (form found in Appendix F.).
- 7.5 The employee may request one (1) additional formal evaluation which shall be scheduled by mutual consent.

ARTICLE 8 - SUPPORT AND PROTECTION OF TEACHERS

- 8.1 Each teacher shall have the right, upon request, to review the contents of his own personnel file since his initial employment in the system. A representative of the Federation may, at the teacher's request, accompany the teacher in this review.
- 8.2 The Board will provide a copy to the teacher of all disciplinary actions taken against said teacher. Teachers are expected to comply with the reasonable rules, regulations and directions adopted by the board or its representatives which are not inconsistent with provisions of this Agreement.
- 8.3 No teacher shall be disciplined or reprimanded for a reason that is arbitrary or capricious.
- 8.4 Any teacher who may require disciplinary action may first request the presence of his Federation representative. The Administrator assessing the discipline is encouraged to inform the employee of their right to representation prior to administering the discipline.

- 8.5 The Board of Education recognizes its responsibilities 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 will require the attention of special counselors, social workers, law enforcement personnel, physician or other professional persons, the Board will take prompt action to assist the teacher with respect to such pupils.
- 8.6 Any case of assault upon a teacher shall be promptly reported to the Board or its designated representatives. The Board shall provide legal counsel to advise the teacher of his rights and obligations with respect to the assault in connection with the handling of the incident by law enforcement and judicial authorities.
- 8.7 A teacher may use such force as is necessary to protect himself from attack or prevent injury to another student as may be allowed by Section 1312 of the Revised School Code or successor provision. [§ 1312 added to Appendix].
- 8.8 If a teacher is sued in connection with his/her employment with the Board, the Board of Education will determine whether the teacher acted within the scope of the teacher's authority. If conditions demonstrate proper action on the part of the teacher and the teacher is subsequently sued, then the Board will indemnify the teacher to the extent permitted by law.
- 8.9 Should the Board determine that a teacher did not act properly in performing his duty which resulted in an assault, the Board reserves the right to withhold any of the benefits granted under this article, and the Board will provide for a hearing at a specifically called meeting, upon the request of the Federation, to review the facts upon which the decision of the Board was rendered.
- 8.10 Teachers will be expected to exercise reasonable care with respect to the rights, safety and property of pupils.
- 8.11 The Board will reimburse teachers in an amount not to exceed a total of \$100.00 in any school year for loss or damage or destruction while on duty in the school of personal property of a kind normally worn or brought into school when the teacher has not been negligent to the extent that such loss is not covered by the school's insurance. The \$100.00 can be used to offset the deductible.
- 8.12 The term "personal property" shall not include cash. The terms "loss", "damage", and "destruction" shall not cover the effects of normal wear and tear and use.
- 8.13 Teachers who bring personal property into the school for classroom use will be reimbursed for damages or loss only if permission is received in writing from the principal to bring such property into the school. The amount of liability accepted by the Board will also be indicated in writing.

ARTICLE 9 - NEGOTIATIONS PROCEDURE

- 9.1 The Board or the Federation may initiate contact with the other party for the purpose of entering into a successor agreement not less than sixty (60) days prior to the expiration of this Agreement. No later than fifteen (15) days after the initial contact bargaining shall commence.
- 9.2 In any negotiation described in this Article, neither party shall have control over the selection of the negotiating team of the other party and each party may select the representative from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification of the Board of Education and by a majority of the Federation, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- 9.3 A teacher engaged during the school day in negotiating in behalf of the Federation with any representative of the Board or participating in any professional grievance procedure, including arbitration, shall be released from regular duties without loss of salary if such meeting is deemed necessary by both parties.
- 9.4 This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms in any individual teacher contract heretofore in effect. All future individual contracts will be made expressly subject to the terms of this Agreement and Board policy.
- 9.5 Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers by the Board within sixty (60) days after ratification by both parties.
- 9.6 Board policies are available at the Administrative Offices as well as online.
- 9.7 Three (3) representatives of the Board and five (5) representatives of the Federation will meet as necessary for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. An agenda shall be established prior to the meeting listing items discussed.
- 9.8 There shall be three (3) copies of the final agreement signed by both parties. One (1) copy shall be given to the Federation.

ARTICLE 10 - SENIORITY

- 10.1 Seniority is defined as the length of continuous service within the school district as of the teacher's first day of employment.
- 10.2 A seniority list shall be established and a copy will be given to the Federation each year.

- 10.3 Qualifications shall include: majors, minors, course work preparation, hours taken beyond the B. A. to enhance one's teaching competencies, grade level teaching experiences, subject matter taught and other relevant factors.
- 10.4 If for any reason the Board anticipates a reduction in staff for the following year, it shall, through its administration, confer with the Federation to discuss the implications of said reduction when it reasonably determines that the layoffs are needed.
- 10.5 A laid-off teacher will be considered laid-off until that teacher is reinstated in the district and eligibility for recall will be in accord with the requirements of law and Board Policy.
- 10.6 To the extent permitted by law, no new teachers shall be hired by the Board while there are laid-off teachers who are qualified to teach the vacancy. The intent of this provision is to allow recall of teachers who have been deemed at least effective. Teachers laid off may, subject to the terms of the insurance carrier and to the extent permitted by law, continue the insurance payments under COBRA. Teachers laid off and rehired will be entitled to full status as held up to the date of layoff. This will include years of service in the district, accumulated sick leave, appropriate placement on the salary schedule and all provisions and benefits of this Agreement.

ARTICLE 11 – ASSIGNMENT

- 11.1 All teachers should be given notice of their tentative schedules and/or assignment for the next year not later than the last day of the school year. If the proposed assignment is altered while school is in summer recess, the affected teachers will be informed by mail or phone in a timely manner by phone and, if contact cannot be made, by U.S. Mail return receipt requested.
- 11.2 Assignment of individual teachers to class schedules within the building is the responsibility of the building administrator.

ARTICLE 12 - VACANCIES AND TRANSFERS

- 12.1 A vacancy shall be defined as a situation where a position is vacant and the Board intends to find a replacement. To be eligible to fill a vacancy a teacher must meet any requirements mandated by state or federal law pertaining to that vacancy.
- 12.2 Whenever any vacancy in any teaching position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Union and providing of appropriate posting in every school building. The Union President, Vice President, or designated replacement should be notified of such vacancies.

- 12.3 Vacancies occurring during the summer will be posted in all buildings and notification of these vacancies will be sent to the Federation President and Vice President.
- 12.4 Teachers may be permitted to transfer within a building and between buildings, providing that 1) the position sought is vacant, 2) such teacher possesses the required qualifications and certification for the vacant position, and 3) the Administration approves the request.
- 12.5 When a transfer must be made, the affected teacher upon request will be given a written explanation of the reasons therefore.
- 12.6 When a transfer request is denied, a written explanation will be given upon request to said teacher.

ARTICLE 13 - GRIEVANCE PROCEDURES

13.1 Definition

- A. A grievance is an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
- B. An aggrieved person shall mean any member of the bargaining unit or the Union in its own behalf making the complaint.
- C. Wherever the term employee is used, it is to include any member or members of the bargaining unit.
- D. Wherever the singular is used, it may include the plural.
- E. Wherever notice is used, it is meant that such be a written notice.
- F. The term days in the Article shall mean Monday through Friday, excluding holidays.
- G. Grievance forms are found in Appendix E.

13.2 General Principles

- A. A grievance may be withdrawn at any level.
- B. If a grievance arises from the action of authority higher than Building Administrator, it may be initiated at Step 2 of the procedure.
- C. Hearings and conferences held under this procedure shall be conducted outside duty school hours or at other mutually agreeable times.

- D. Forms for filing and processing grievances shall be conveniently available within the administration offices and a supply available for the Union.
- E. Failure by the employee and/or by the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- F. Failure by the Employer or his designated agents to communicate a decision on a grievance within the specified time limits shall be deemed a denial of the remedy sought on the grievance. The Union shall have the right to appeal to the next step of the procedure.
- G. The time limits specified in this procedure may be extended in any specific instance by written mutual agreement signed by the parties.
- H. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible.

13.3 Procedure for Adjustment of Grievances: Grievances shall be presented and adjusted in accordance with the following procedures:

A. Informal Conferences

1. An alleged violation, misinterpretation or misapplication of any provision of the Agreement shall first be identified as a grievance issue. The grievance shall cite the appropriate contract section or sections and shall be discussed with the appropriate building Supervisor within ten (10) days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance with the object of resolving the matter informally.
 - a.) By an employee in person on his own behalf;
 - b.) By an employee accompanied by the appropriate Union representative;
 - c.) Through the Union representative if the employee so requests;
 - d.) By the Union representative in the name of the Union.

B. Written Procedures (Step I)

In the event that a matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, may be submitted to the Building Supervisor or his designee within fifteen (15) days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance.

1. The grievance may be lodged, a meeting scheduled within five (5) days and thereafter discussed with the Building Supervisor or his designee:

- a.) By an employee in person on his own behalf;
 - b.) By an employee accompanied by the appropriate Union representative;
 - c.) Through the Union representative if the employee so requests;
 - d.) By the Union representative in the name of the Union.
2. Within ten (10) days following the meeting in Step B. (1) above, the Building Supervisor or his designee shall communicate his decision along with his reasons thereof, in writing on the grievance form, to the Union representative or the aggrieved employee, if any.

C. Written Procedure (Step 2)

Within five (5) days after receiving the decision of the Building Supervisor or his designee, an appeal from the decision may be made to the Superintendent. The appeal shall be in writing on the form provided, and shall be accompanied by a copy of the original grievance and decision at Step 1.

1. The grievance may be lodged and a meeting scheduled within five (5) days and thereafter discussed with the Superintendent or his designee:
 - a.) By an employee in person on his behalf;
 - b.) By an employee accompanied by the appropriate representative;
 - c.) Through the Union representative if the employee requests;
 - d.) By the Union representative in the name of the Union.
2. Within five (5) days following the meeting in Step 2 above, the Superintendent or his designee shall communicate his decision, along with his reasons therefore, in writing on the grievance form, to the Union representative or the aggrieved employee, if any.

D. Written Procedure (Step 3)

Within five (5) business days after receiving the decision of the Superintendent or his designee, an appeal from the decision may be made to the Board of Education. The appeal shall be in writing on the form provided and shall be accompanied by a copy of the original grievance and decision at Step 1 and Step 2.

1. In no less than five (5) business days nor more than thirty-five (35) calendar days after receipt of the appeal, either the Board or a committee appointed by the Board of Education shall hold a hearing on the grievance. Participants in this hearing shall be given at least three (3) business days notice of the hearing unless mutual agreement exists to shorten the time frame.

2. No later than its next scheduled meeting after the hearing of the appeal, the Board of Education shall communicate its decision in writing on the form provided together with supporting reasons to the Union representative or to the aggrieved employee (if any).

E. Arbitration (Step 4)

Within ten (10) days after receipt of the decision of the Board of Education, the Union may appeal the decision to advisory arbitration under the auspices and rules of the American Arbitration Association. By mutual consent, however, the parties may elect to go to binding arbitration.

1. The parties may mutually select an arbitrator or ask the American Arbitration Association to submit a list and then follow their selection rules.
2. The fees and expenses of the arbitrator, if any, shall be shared equally by the parties.
3. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
4. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.
5. No arbitrator shall hear more than one grievance at any one hearing without the mutual consent of the Employer and the Union.
6. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.

ARTICLE 14 - CURRICULUM STUDY

- 14.1 There is hereby established a Professional Study Committee which may consist of a member of the Administration, a member from the department involved, an elementary, middle school and high school teacher.
- 14.2 The purpose of this committee is to study the total school program and recommend changes for improvement in curriculum.

ARTICLE 15 - ILLNESS OR DISABILITY BENEFITS

- 15.1 Teachers shall be on the job every school day for which they are paid unless specifically excluded by resolution of the Board of Education, except as provided in the following:
 - A. Teachers will be allowed ten (10) sick leave days per year without loss of salary. Unused sick leave days are cumulative to one hundred fifty (150) days. Sick leave will be paid for the following reasons:

1. Personal or family illness or quarantine. The Board of Education may require a doctor's statement of illness at the employee's expense.
 2. Serious illness or death in the immediate family not to exceed eight (8) days, more at the discretion of the Superintendent. (Immediate family means those relatives living in the teacher's immediate household and/or parents and/or children of the employee and spouse.)
 3. Employees will be allowed to deduct up to three (3) days of their sick leave for funeral leave in the event of death occurring to relatives of the employees. The term "relative" shall be defined to include only the following: mother, father, step-parents, brothers, sisters, wife or husband, sons or daughters, step-children, mother-in-law or father-in-law, or to any relative living within the employee's immediate household. Employees will be allowed to use one (1) day of their sick leave to attend the funeral of their grandparents, spouse's grandparents, brother-in-law or sister-in-law. In addition, at the discretion of the Employer, additional sick day use may be granted for use as funeral leave based on the circumstances. Bargaining unit employees shall be entitled to use one (1) sick day per year as bereavement leave for someone not covered above, provided the employee produces verified documentation from the funeral home. Employees may be granted an additional day at the discretion of the Superintendent.
 4. Time necessary for performance of medical and dental appointments when such cannot be made at any other time.
- B. The Superintendent may, in his/her sole discretion, allow use of sick leave as personal leave upon good cause shown. The Superintendent's decision shall neither be precedent setting nor grievable.
- 15.2 The Board of Education shall contribute fifty (50) days and each teacher shall contribute one (1) of his sick days. Each new teacher each year puts one (1) day in the "sick bank". If the bank falls below fifty (50) days, all teachers will put in one (1) day at the beginning of the next school year. The bank will be administered by two (2) teachers and one (1) representative of the Board of Education. In order for days to be drawn out, the Board representative must be in agreement with the request.
- A. Upon the request of any committee member, medical verification must be provided.
 - B. After depletion of an individual's sick leave days, a minimum of five (5) consecutive days must be missed in order to apply for sick bank days, except when the need for time off is directly related to a previously incurred injury or illness in that same school year.
 - C. No teacher may be granted more than thirty (30) days in any one school year from the bank.
 - D. A teacher disagreeing with the decision of the committee may take his disagreement to the Board of Education for final resolution.

- 15.3 Teachers will be informed of a number they may call at least one (1) hour prior to their scheduled time to report their unavailability for work.
- 15.4 Salary deduction of one day's pay may be made, except in an emergency, unless the teacher notifies the principal in ample time to secure a replacement. One (1) day sick leave credit shall be allowed for each month the teacher is employed up to ten (10) days annually.
- 15.5 A teacher may be allowed to borrow sick leave days during the school year up to the number of days yet to be accumulated during that year.
- 15.6 If a teacher has borrowed on future sick leave and leaves employment, then said teacher shall have the unearned days deducted from the final pay check.
- 15.7 No borrowing will be permitted from future years.
- 15.8 A teacher who has exhausted all sick leave available shall be granted a leave of absence without pay for duration of such illness or disability until the end of the current school year. The leave of absence may be renewed each year upon written request by the teacher. Upon return from leave, a teacher shall be assigned to the same position, if available, or to a position for which he/she is qualified. To the extent that any leave granted in this Agreement is for an FMLA (Family and Medical Leave Act) qualifying purpose, it shall count towards the employee's FMLA entitlement.
- 15.9 Upon return from such leave, a teacher shall be placed at the same position on the salary schedule from which he/she left.
- 15.10 A person injured on the job shall not receive sick leave for injuries which might lead to Worker's Compensation. If a person elects to draw sick leave rather than Worker's Compensation and has a doctor's statement that he is recovered from the injury, then he may receive leave compensation retroactive to the date of accident for the time missed. It is understood by all parties that this clause is not aimed at preventing compensation either by sick leave policy or by Worker's Compensation, but it is intended to prevent double compensation.
- 15.11 A teacher absent from duty due to mumps, measles, chicken pox, scabies, lice or pink eye (conjunctivitis) shall not suffer diminution of compensation and shall not be charged with sick leave providing it can be shown the disease was contracted in school.

ARTICLE 16 - ABSENCE, PROFESSIONAL & PERSONAL LEAVE

- 16.1 The Board of Education will allow the following leave days without charge against the teacher's available sick leave days:
 - A. Absence caused by being called to jury duty. Payment shall be the difference between pay as a juror and the regular daily pay or the teacher may turn the check from the court over to the school.

- B. Absence when subpoenaed or deposed as a witness in court, approved in advance by the Superintendent.
 - C. Approved visitation to other schools, conferences and conventions.
- 16.2 At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business.
- A. Two (2) personal business days may be used for any purpose. The Superintendent may, in his/her sole discretion, allow use of sick leave as personal leave upon good cause shown. The Superintendent's decision shall neither be precedent setting nor grievable.
 - B. A teacher planning to use a personal business day or days shall notify his building principal two (2) days in advance, except in cases of emergency. (Form found in Appendix G.)
 - C. A personal business day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last day of the school year, except under extremely unusual circumstances and having been approved by the Superintendent.
 - D. Unused personal business days shall be accumulated in the teacher's personal sick leave.
- 16.3 A Professional Personal Advisory Committee, consisting of three (3) representatives of the Board of Education and three (3) representatives of the Federation, shall be formed to review requests for leave of absence and shall make recommendations to the Board of Education relative to these requests. The Committee shall maintain the confidentiality of the medical information received, and its decision shall not be grievable.
- Teachers granted leaves listed below (A thru D) may, subject to the terms of the insurance carrier, continue the insurance payments at the group premium rate by paying the premiums directly to the school one month in advance.
- A. Study related to teacher's field of certification.
 - B. Research or special teaching assignment.
 - C. Personal leave without pay.
 - D. Sabbatical leave.
- 16.4 The Board shall grant to any teacher a leave of absence for the purpose of childbirth. Such leave shall commence when the teacher, her doctor, or the School Board feels the teacher is no longer able to adequately perform the duties to which the teacher is regularly assigned and the leave shall last for not more than twelve (12) months. A teacher will return at the start of a semester unless other arrangements are made. The teacher's accumulated sick leave shall be held in reserve until her return. A teacher adopting a child may receive similar leave

which shall commence upon entry of an order terminating the right of the natural parents by the probate court. The teacher shall notify the Board three (3) months prior to the expected court order, if possible. The return from such leave is also subject to the conditions set forth in paragraph 16.8 of this Article. The teacher may continue health insurance currently in effect at the expense of the School Board for the remainder of the current school year and the expense of the teacher for the duration of the leave, subject to the limitation set by the carrier. To the extent that any leave granted in this Agreement is for an FMLA (Family and Medical Leave Act) qualifying purpose, it shall count towards the employee's FMLA entitlement.

- 16.5 A leave of absence may be granted for up to one (1) year to any teacher for the following purposes: care of seriously ill and/or terminally ill children, care of a seriously ill and/or terminally ill member of the immediate family, or any other reason acceptable by the Board. Immediate family includes spouse, children, parents, grandparents, and siblings. Additional time may be granted at the Board's discretion.
- 16.6 Teachers granted a leave of absence for any purpose, including maternity, are expected to notify the Board of Education by April 1st of their intent for the ensuing year. If written notice of intent is not received by this date, it will be concluded that the individual does not desire re-employment. Teachers hired as replacements for teachers who are on leave of absence will be told of the situation in writing.
- 16.7 Upon return from above mentioned leave, the teacher shall be placed on the same step of the salary schedule that he left with no loss of seniority.
- 16.8 A teacher shall be entitled to be returned to his former position if open, or, if not, a comparable position upon return from leave if required by law.
- 16.9 Any employee who is granted a leave of absence due to illness or injury will continue to have their health insurances paid by the district until the end of the current school year.
- 16.10 On days when school is suspended and students are not required to be in attendance because of weather and/or road conditions, teachers shall not be required to report to work.
- 16.11 All snow or Act of God days as required by state law shall be made up and will be rescheduled by mutual agreement. Such rescheduling shall not affect or otherwise require an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement for the duration of this contract. In the event that the Legislature would amend the current law of making up Act of God days, the district would follow the Legislative guidelines under the new law. A teacher will not be charged for a personal or sick day if school is cancelled for an Act of God day.

ARTICLE 17 - PROFESSIONAL COMPENSATION

- 17.1 The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the designated period.

17.2 The extra hours on the salary schedule are those hours earned after the teacher has received a teaching certificate. These hours must be 300 level and above unless said hours are part of a university planned master's/specialist's program. The extra hours must be related to the teacher's specific field or teaching itself. The extra hours are semester hours and any term hours will be converted to their semester equivalent. All new hires as of July 1, 1995 must meet the new hour and track degree requirements for schedule track placement.

When a teacher earns sufficient semester hours to move from one position on the salary schedule to another, adjustments shall take place at the start of the semester following completion of the said hours only if proper verification is filed, in writing, with the superintendent at least one month prior to the start of the said semester, unless other written arrangements are made.

17.3 All compensation for extra curricular duties, unless otherwise listed in this contract, shall be in accordance with the Extra Curricular Pay Schedule in Appendix B. The method of determining the rate of pay, comparison-point system, job evaluation chart, is herein attached in Appendix C. This shall not be construed to prevent the Board from paying more for extra duties.

17.4 Teachers who undertake extra duty assignments, as set forth in Appendix B, Extra Curricular Pay Schedule, attached hereto and incorporated into this Agreement, shall be compensated in accordance with the provisions of this Article and annexed schedules without deviation. The method of determining the rate of pay, comparison-point system, job evaluation chart, is herein attached in Appendix C. This shall not be construed to prevent the Board from paying more for extra duties. All extra duty assignments are considered non-tenure assignments and may, at the option of the Board, be terminated at the conclusion of the contract.

17.5 A. Teachers shall receive one and one-half dollars (\$1.50) for unused sick leave days on their contract as part of their salary, without the one hundred fifty (150) day limitation, paid in June for all previous days including the current year.

B. In the event of retirement, a teacher shall receive payment for accumulated sick leave. Payment shall be paid at the following rate:

100 – 150 accumulated days	151 – 300 accumulated days
\$2,900.00	\$4,400.00

At the teacher's request, payment will be made either in October or January of the year following retirement. Said payment will be a non-elective employer contribution paid directly to the 401(a) or 403(b) special payment plan if allowed by law.

17.6 Teachers employed for Community Education non-credit classes, i.e. enrichment classes, recreation activities, shall receive \$13.00 per hour.

17.7 Instruction of school district employees will be paid at \$15.50 per hour of contact.

17.8 When a teacher is given an extra assignment for the entire year, the teacher shall be paid a

fractional part of his current salary step for the extra assignment. The fraction will be the reciprocal of the number of periods established by Article 6.1.

- 17.9 Teachers employed for per period substituting shall be paid \$15.50 per hour.
- 17.10 The teacher employed as a detention hall supervisor and/or in school suspension supervisor shall be paid at an hourly rate of \$15.50.
- 17.11 The band director shall receive seven (7) weeks pay based on the school year weekly rate with duties as described in the job description.
- 17.12 The Counselor will receive the school weekly rate for each extra week worked.
- 17.13 Department Heads are selected by the Administration in the following manner:
- A. The number and need for department heads will be at the discretion of the building administrator.
 - B. Position is posted describing duties and qualifications.
 - C. Applications received and reviewed.
 - D. Applications are evaluated by the Principal.
 - E. Interviews may be conducted.
 - F. Recommendations made to the Board of Education.
Department Heads will be paid \$500.00.
- 17.14 When teachers are required to drive their personal cars on school related business, they shall receive forty cents (\$.40) per mile. The same allowance shall be given for use of personal vehicles for field trips or other business of the district.
- 17.15 The Board shall pay premiums \$15,000.00 for full family, \$11,000.00 for two person and \$5,500.00 for single subscriber for each teacher for the AFL-CIO P. E. T., Blue Cross Blue Shield, POC LA PPO-Option 1 insurance as determined by the employee's needs. It is the employee's responsibility to notify the employer within thirty (30) days of any changes that would affect the employee's insurance needs. Such as: birth of a child, adoption, marriage, divorce, dependent ineligibility, etc. Reference: see 20.3. The Schedule of Benefits is as follows:
- BC/BS POC LA PPO-Option 1
 - Alternative Trust Dental
 - NVA Vision
 - Base Life & Options
 - Prescription \$10/\$40 Rx (Mail order 90 day supply for \$10/\$40).
 - Long Term Disability
 - Life Insurance (\$45,000.00)

- 17.16 The board shall provide the Union with an up-to-date copy of the insurance carrier's summary plan description. The Board may select a different carrier as long as the coverage is equal to the existing coverage.
- 17.17 Life Insurance. The Board shall pay, without cost to the employee, the premiums for the group life insurance protection which shall pay to the employee's designated beneficiary the sum of forty-five thousand dollars (\$45,000.00).
- 17.18 The teacher's rate shall be determined in the following manner: annual salary divided by 186 work days equals daily rate; daily rate divided by 7 ½ hours equals hourly rate.
- 17.19 Prior to the beginning of the school year, each teacher shall indicate the method by which they want to be paid. All payments will be deposited into the employee's paperless account and paper payroll checks will not be used. The options are as follows:
- A. Twenty-six (26) pays, summer included.
 - B. Twenty-one (21) pays.
- 17.20 The Board will pay the teachers' retirement beginning with the first pay of the 1977-78 school year. This does not apply to the Member Investment Plans which took effect January 1, 1987.
- 17.21 The Board shall pay the premiums for each teacher for the Trust Funded Dental Care insurance or any other carrier mutually agreed to, the exact amount to be determined by the employees' needs; full family, two person or single subscriber. The program shall provide each teacher with coordination of benefits (each teacher shall have his individual policy with freedom to add his dependents). The Schedule of Dental Benefits is as follows:

TYPE I BENEFITS: (Preventative/Restorative Services)

Percentage 60% U.C. & R.
 Lifetime Deductible Amount\$ N/A
 Incentive Plan Increments 0% Each Calendar Year

TYPE II BENEFITS: (Replacement Services)

Percentage 50%
 Annual Deductible Amount\$ N/A

TYPE III BENEFITS: (Orthodontic Benefits)

Percentage 50%
 Lifetime Deductible Amount\$ N/A

PLAN MAXIMUMS

TYPE I AND II SERVICES:

Maximum Annual Benefit per Covered Individual\$800.00

TYPE III SERVICES:

Lifetime Maximum Benefit per Covered Individual\$600.00

17.22 Long-Term Disability Insurance. The Board shall provide, without cost to the employee, a long-term disability protection group insurance plan. The following benefits will be included:

- A. Benefits shall not be less than sixty percent (60%) of the teacher's normal monthly earnings to maximum benefit of two thousand dollars (\$2,000) a month until age 65.
- B. Monthly benefits begin and are payable from the one hundred eighty-first calendar day of disability.

17.23 Vision Plan. The Board shall provide for each teacher the Trust Funded Vision Care insurance program, the exact amount to be determined by the employee's needs: full family, two person or single subscriber. The program shall provide each teacher with coordination of benefits (each teacher shall have his individual policy with freedom to add his dependents). The Schedule of Benefits is as follows:

Complete Vision Examination: (Maximum Allowed).....	\$ 48.00
Single Vision Prescription: Maximum per Pair of Lenses.....	\$ 63.00
Bifocal Prescription: Maximum per Pair of Lenses.....	\$ 72.00
Trifocal Prescription: Maximum per Pair of Lenses.....	\$ 90.00
Lenticular Prescription: Maximum per Pair of Lenses	\$108.00
Frames: Maximum per Standard Set.....	\$ 55.00
Contact Lens Prescription: Maximum per Pair of Lenses	\$150.00

BENEFIT SERVICE FREQUENCY:

- Vision Examination: Once every benefit period
- Lenses: Once every benefit period
- Frames: Once every benefit period

ARTICLE 18 – CALENDAR

- 18.1 The school calendar shall be jointly worked out between the parties. The calendar shall be attached hereto and incorporated herein as Appendix D.
- 18.2 An orientation day for all teachers new to the system shall be held prior to the opening of school in the fall within five days of the first scheduled day classes are to begin.
- 18.3 Returning staff members will attend one-half (1/2) day of orientation.
- 18.4 There shall be, in addition, one (1) in-service or principal day as both parties agree such days are conducive to better education. Students shall not be in attendance on said days.
- 18.5 In-service or principal day will be planned jointly by the Board and the Federation. The cost of said days is to be the responsibility of the Board.

- 18.6 The calendar will also contain one (1) record day which will be used by teachers to work on their record keeping and grading procedures. The record day to be held at the end of the first semester. Students will not attend school on records day.
- 18.7 The school year will reflect 186 teacher days and 180 student days. There will be one (1) teacher record day and principal's day, and the equivalent of five (5) in-service days* for the duration of this agreement contingent upon the number of student days required by the State of Michigan.
- *Four (4) regular scheduled in-service days and seven (7) remaining hours of in-service scheduled through existing customary monthly staff meetings.
- 18.8 The presence of teachers at open house is part of the regular responsibilities of the teacher.
- 18.9 Extra days for school improvement, accreditation, and core curriculum will be paid at \$85.00 per day. These days and the participants will be pre-approved by the building administrator and/or the superintendent.
- 18.10 The building principal may schedule a one hour (60 minute) staff meeting every other week. In consideration for this time, teachers will be forgiven six (6) minutes at the beginning of each work day for the ten (10) days prior (60 minutes total to be used for collaborative staff meeting time). Total minutes in any two week period will continue to reflect an average of seven and one-half hours per day or a total of 75 hours in two weeks. (See Section 6.1)

ARTICLE 19 - MISCELLANEOUS PROVISIONS

- 19.1 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms in any individual teacher contracts in effect during the term hereof. Individual teacher contracts will be made expressly subject to the terms of this Agreement and board policy.
- 19.2 The Board, by payment of the insurance premiums required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the coverage. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Board or the Federation nor shall such failure be considered a breach by either of them of any obligation under Articles dealing with insurance.
- 19.3 Failure to report changes of insurance coverage will result in the teacher being docked and/or required to reimburse the district for the cost differences in the insurance premium incurred by the Board during that current contractual year. Reference: see Article 17.17.

ARTICLE 20 - DURATION OF AGREEMENT

20.1 This Agreement shall be effective as of October 13, 2012 and shall remain in full force and effect until June 30, 2015. The Board and the Federation during the life of this Agreement voluntarily and unqualifiedly waive 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.


20.2 An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531 may reject, modify, or terminate this Agreement as provided therein. This clause is inserted into this Agreement pursuant to 2011 PA4 "The Local Government and School Fiscal Accountability Act". The parties do not mutually agree on this provision. By signing this Agreement the Union does not agree or acknowledge that this provision is binding on either the Board or the Federation. The Federation reserves the right to assert, when appropriate, that this clause is not enforceable.


20.3 Reopener: The parties agree to a:


A. Three-year agreement with wages and insurance reopener July 1, 2013 and July 1, 2014 (e.g. 3 year contract with wage and insurance reopeners at the beginning of the second and third contract year.)

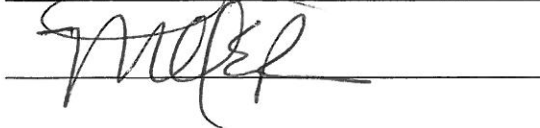
B. If the current initiative to amend the Michigan Constitution to add Art. 1, Section 28, is successful and permits negotiation of the subjects deleted from the predecessor contract pursuant to Section 15 of PERA, the parties agree that the reopener set forth above may include negotiation of those subjects so deleted.

TAWAS AREA SCHOOL DISTRICT

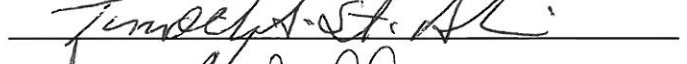










TAWAS AREA FEDERATION OF TEACHERS







APPENDIX A

SALARY SCHEDULE 2012-2013
0.02527 Increase by half steps

Step	BA	BA +18	*(MA or BA+50) *(Ed Spec. or MA+35)	
			MA or BA+35	MA+15 or BA+50
1.0	34,055	34,812	36,331	37,086
1.5	34,916	35,692	37,249	38,023
2.0	35,798	36,594	38,190	38,984
2.5	36,703	37,519	39,155	39,969
3.0	37,630	38,467	40,144	40,979
3.5	38,581	39,439	41,158	42,015
4.0	39,556	40,436	42,198	43,077
4.5	40,556	41,458	43,264	44,166
5.0	41,581	42,506	44,357	45,282
5.5	42,632	43,580	45,478	46,426
6.0	43,709	44,681	46,627	47,599
6.5	44,814	45,810	47,805	48,802
7.0	45,946	46,968	49,013	50,035
7.5	47,107	48,155	50,252	51,299
8.0	48,297	49,372	51,522	52,595
8.5	49,517	50,620	52,824	53,924
9.0	50,768	51,899	54,159	55,287
9.5	52,051	53,210	55,528	56,684
10.0	53,366	54,555	56,931	58,116
10.5	54,715	55,934	58,370	59,585
11.0	56,098	57,347	59,845	61,091
11.5	57,516	58,796	61,357	62,635
12.0	58,969	60,282	62,907	64,218

Schedule B

Employees assigned to Extra-Curricular positions listed in Appendix B shall have their pay calculated in the following manner:

1. Newly hired coaches will be granted one half credit (years of experience) for up to 10 years experience (maximum of 5 years credit towards step) within the same extra-curricular activity. (i.e. baseball/softball any level experience will be granted credit towards baseball/softball any level).
2. Coaching Transfer: Coaches will be granted credit when transferring within the same extra curricular activities (i.e. JV to varsity or varsity to 9th grade including boys to girls or vice versa).
3. The district will grant a coach one half the years of experience coached outside of Tawas Area Schools in the activity they are applying for, up to 5 years of coaching credit. Recorded years of experience in that activity obtained within Tawas Area Schools will be granted in full. (i.e. coach has years of experience in baseball in another district and applies for baseball, the coach would be granted one half the years of experience obtained outside of the district toward the baseball position, up to a total of 5 years).
4. The maximum obtainable credit for coaching for one year, independent of the number of activities coached is one step per year (i.e. the same individual coaches several activities in the same school year will only receive one step credit per year).
5. Same extra curricular activities are as follows:
 - Girls basketball/Boys basketball – all levels
 - Girls track/Boys track – all levels
 - Softball/Baseball – all levels
 - Girls soccer/Boys soccer – all levels
 - Football – all levels
 - Cross Country – all levels
 - Volleyball – all levels
 - Cheerleading – all levels
 - Golf – all levels
 - Wrestling – all levels
 - Math Competition – all levels
 - Science Olympics – all levels
 - Knowledge Bowl – all levels
6. The following positions shall be paid with the approval of the Building Administrator for the term of this Agreement:

Choir Director	500
Debate	500
*Dramatics/per play	1,435
Earth Crew	500
Flag Director	675
Forensics	500
* High School Yearbook.....	1,450

Middle School Student Council.....	450
National Honor Society.....	750
*Newspaper.....	500
Safety Patrol.....	600
Spanish Club.....	600
Student Council.....	650
Junior Class Sponsor.....	750
Senior Class Sponsor.....	750
Other Class Sponsors.....	500
Other Approved Clubs.....	500

APPENDIX B
2012-2015

ATHLETICS/EXTRA CURRICULAR

The 2006-07 BA, Step 10 base (\$52,177) shall be used to calculate the base salary by dividing said salary by 10 (\$5217). The listed percentage of this figure will be paid for that position. An additional 2 % of the base (\$5217) will be paid after an employee has worked in the position for 5 years. An additional 2% of the base (\$5217) will be paid after an employee has worked in the position for 10 years.

<u>ACTIVITY</u>	<u>BASE%</u>
VARSITY FOOTBALL	95%
BOYS VARSITY BASKETBALL	95%
GIRLS VARSITY BASKETBALL	95%
BOYS VARSITY SOCCER	95%
GIRLS VARSITY SOCCER	95%
VARSITY BASEBALL	80%
VARSITY SOFTBALL	80%
VARSITY VOLLEYBALL	80%
BOYS TRACK	80%
GIRLS TRACK	80%
CROSS COUNTRY	70%
WRESTLING	70%
ASSISTANT VARSITY FOOTBALL	65%
BOYS ASSISTANT TRACK	65%
GIRLS ASSISTANT TRACK	65%
HEAD JV FOOTBALL	60%
BOYS JV BASKETBALL	60%
GIRLS JV BASKETBALL	60%
BOYS JV SOCCER	60%
GIRLS JV SOCCER	60%
GOLF	60%
JV BASEBALL	45%
JV SOFTBALL	45%
JV VOLLEYBALL	45%
VARSITY CHEERLEADING	45%
ASSISTANT JV FOOTBALL	40%
BOYS 9 TH GRADE BASKETBALL	35%
GIRLS 9 TH GRADE BASKETBALL	35%
9 TH GRADE VOLLEYBALL	35%
JH FOOTBALL	30%
BOYS 8 TH GRADE BASKETBALL	30%
GIRLS 8 TH GRADE BASKETBALL	30%
BOYS 7 TH GRADE BASKETBALL	30%
GIRLS 7 TH GRADE BASKETBALL	30%

<u>ACTIVITY</u>	<u>BASE%</u>
JV CHEERLEADING	30%
FRESHMAN CHEERLEADING	30%
7 TH GRADE TRACK ***	
8 TH GRADE TRACK ***	

*** Not paid by general fund money

HIGH SCHOOL SCIENCE OLYMPICS	55%
JUNIOR HIGH SCHOOL SCIENCE OLYMPICS	55%
KNOWLEDGE BOWL	30%
JUNIOR HIGH SCIENCE OLYMPICS ASSISTANT	25%
HIGH SCHOOL MATH COMPETITION	25%
JUNIOR HIGH MATH COMPETITION	25%

**APPENDIX E-1
GRIEVANCE REPORT FORM**

Grievance # _____ Tawas Area School District

Distribution of Form

Submit to Principal in duplicate

1. Superintendent
2. Principal
3. Federation
4. Teacher

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
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STEP I

A. Date cause of grievance occurred _____

B. 1. Statement of grievance _____

2. Relief sought _____

C. Meeting held _____ Date _____ Signature _____ Principal _____

Federation Representative Signature _____

Disposition by Principal _____

Date _____ Signature _____

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

C. Meeting held _____ Date _____ Signature _____ Superintendent _____

Federation Representative Signature _____

D. Position of grievant and/or Federation _____

Date _____ Signature _____

STEP III

A. Date received by Board of Education or Designee _____

B. Disposition by Board _____

C. Meeting held _____ Date _____ Signature _____ Board Representative _____

Association Representative _____

D. Position of grievant and/or Federation _____

Date _____ Signature _____

Section 380.1236 of the Revised School Code

- (1) Subject to subsection (3), if a teacher is employed as a substitute teacher with an assignment to one specific teaching position, then after 60 days of service in that assignment the teacher shall be granted for the duration of that assignment leave time and other privileges granted to regular teachers by the school district, including a salary not less than the minimum salary on the current salary schedule for that district.
- (2) Subject to subsections (3) and (4), a teacher employed as a substitute teacher for 150 days or more during a legal school year of not less than 180 days, or employed as a substitute teacher for 180 days or more by an intermediate school district that operates any program for 220 days or more as required by administrative rule, shall be given during the balance of the school year or during the next succeeding legal school year only the first opportunity to accept or reject a contract for which the substitute teacher is certified, after all other teachers of the school district are reemployed in conformance with the terms of a master contract of an authorized bargaining unit and the employer.
- (3) Subsections (1) and (2) do not apply to a substitute teacher who is contracted or employed by a person or entity that contracts with a school district or intermediate school district pursuant to section 1236a.
- (4) Subsection (2) does not apply to a substitute teacher who is fulfilling the teaching duties of a teacher who is unable to teach due to a terminal illness.
- (5) As used in this section, “day” means the working day of the regular, full-time teacher for whom the substitute teacher substitutes. A quarter-day, half-day, or other fractional day of substitute service shall be counted only as that fraction. However, a fraction of a day that is acknowledged by the school district and paid as a full day shall be counted as a full day for purposes of this section.

Section 380.1312 of the Revised School Code

- (1) As used in this section, “corporal punishment” means the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline.
- (2) Corporal punishment does not include physical pain caused by reasonable physical activities associated with athletic training.
- (3) A person employed by or engaged as a volunteer or contractor by a local or intermediate school board or public school academy shall not inflict or cause to be inflicted corporal punishment upon any pupil under any circumstances.
- (4) A person employed by or engaged as a volunteer or contractor by a local or intermediate school board or public school academy may use reasonable physical force upon a pupil as necessary to maintain order and control in a school or school-related setting for the purpose of providing an environment conducive to safety and learning. In maintaining that order and control, the person may use physical force upon a pupil as may be necessary for one or more of the following:
 - (a) To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district or public school academy functions within a school or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts.
 - (b) For self-defense or the defense of another.
 - (c) To prevent a pupil from inflicting harm on himself or herself.
 - (d) To quell a disturbance that threatens physical injury to any person.
 - (e) To obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
 - (f) To protect property.
- (5) A person employed by or engaged as a volunteer or contractor by a local or intermediate school board or public school academy who exercises necessary reasonable physical force upon a pupil, or upon another person of school age in a school-related setting, as described in subsection (4) is not liable in a civil action for damages arising from the use of that physical force and is presumed not to have violated subsection (3) by the use of that physical force. This subsection does not alter or limit a person’s immunity from liability provided under 1964 PA 170, MCL 691.1401 to 691.1415.

- (6) A person who willfully or through gross negligence violates subsection (3) or who willfully or through gross negligence violates subsection (4) may be appropriately disciplined by his or her school board or public school academy. This subsection does not limit a school board's or public school academy's authority to discipline an employee for a violation of its own policies.
- (7) In determining whether an employee, volunteer, or contractor has acted in accordance with subsection (4), deference shall be given to reasonable good-faith judgments made by that person.
- (8) A local or intermediate school district or a public school academy shall develop and implement a code of student conduct and shall enforce its provisions with regard to pupil misconduct in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school sponsored activity or event whether or not it is held on school premises.
- (9) The department shall develop a model list of alternatives to the use of corporal punishment. This model list shall be developed in consultation with organizations that represent the interests of teachers, school employees, school boards, school administrators, pupils, parents, and child advocates, plus any other organization that the state board of education may wish to consult. The department shall send this model list to each school district, public school academy, and intermediate school district in the state and to each nonpublic school in the state that requests it. A local or intermediate school board or public school academy shall approve and cause to be distributed to each employee, volunteer, and contractor a list of alternatives to the use of corporal punishment. Upon request, the department of education shall provide assistance to schools in the development of programs and materials to implement this section.
- (10) Any resolution, bylaw, rule, policy, ordinance, or other authority permitting corporal punishment is void.