

MASTER AGREEMENT

BY AND BETWEEN

TUSCOLA INTERMEDIATE BOARD OF EDUCATION

AND

TRI-COUNTY BARGAINING ASSOCIATION, MEA-NEA

AND

TUSCOLA INTERMEDIATE EDUCATION ASSOCIATION

September 1, 2010

until

August 31, 2013

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ARTICLE 1 - INTRODUCTION

- 1.1 This agreement is made and entered into on this 18th day of October, 2010, by and between the Tuscola Intermediate Board of Education, Tuscola County, Michigan (hereinafter referred to as the "Board"), and the Tri-County Bargaining Association (hereinafter referred to as the "Association").

ARTICLE 2 - PROFESSIONAL NEGOTIATIONS

- 2.1 At least sixty (60) days prior to the expiration of the Agreement, the parties will begin negotiations for a successor Agreement.
- 2.2 In any negotiations described in this article, neither party shall have any control over the selection of the negotiations or bargaining representatives from within or outside the District. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of membership of the Association and by a majority of the Board of Education, but the parties mutually pledge that representatives selected by each shall make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- 2.3 If the negotiations described in this section* 2.3 have reached an impasse, the procedure described in Act 379 of Michigan Public Acts of 1965 as amended, will be followed.
*"Section" shall be defined as a numbered part of an article.
- 2.4 The Board agrees to make available in response to reasonable requests from the Association such information as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers to the Board of Education. Such information, however, shall not include confidential material obtained from other districts or confidential material concerning individual employees or students. The Board and the Administration shall have a reasonable length of time in which to act upon such request for information and records.
- 2.5 There shall be three signed copies of any final Agreement; one copy should be retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE 3 - RECOGNITION

- 3.1 The Board has a statutory obligation, pursuant to the Public Employment Relation Act, Act #336 of the Public Acts of 1947 as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment.
- 3.2 The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 as amended, for a unit consisting of all personnel who are certified including art therapists, audiologists, music therapists, occupational therapists, occupational therapist assistants, psychologists, physical therapists, physical therapist assistants, hearing impaired interpreters, social workers, speech therapists, teachers, teacher consultants, nurses, career-technical instructors, math consultant, reading consultant, placement specialist, co-op coordinator, counselors, special needs coordinator, health education coordinator, nontraditional grant coordinator, information systems assistants, business-industry site coordinator, and all professional employees working for the District from 8:05 a.m. to 4:00 p.m., excluding secretaries, career-technical paraprofessionals, teacher paraprofessionals, technicians, day-to-day substitutes, high school completion/G.E.D. instructors (if offered after 4:10 p.m.), leisure time instructors, bus drivers, clerks, custodians, cooks, administrators and supervisory personnel as defined by the Act, and all others.
The term "teacher" when used hereinafter in the Agreement shall refer to all employees represented by the Association.
- 3.3 When and if a new position is added to the work force that is clearly not a bargaining unit position in the TIEA/TCBA, TIPPA, or Supervisory, and is not high school completion/G.E.D. or leisure time, as defined in this article, the Administration will meet with a committee of the Association including members from the

related department and discuss the new position. The said new position will not be added to the work force (unless it is a mandated program) without Association concurrence in writing.

If any of the above positions are grant funded, representatives of the Administration and the Association will meet and confer prior to extension or renewal of said grant or agreed sunset.

- 3.4 Both parties agree that, despite reference herein to the Board and the Association as such, each reserves the right to act hereunder by a designated committee, or designated representative.
- 3.5 The following definitions apply to Article 3 and have no application to the other articles of the existing Agreement:
- 1) EXTENDED DAY/YEAR refers to extended-year programs/services as well as a third daily or summer session at the TTC. Teachers must be certified and will be compensated on a per diem rate.
 - 2) SUPPLEMENTAL PROGRAM is a program that is open to school age youth, age 0-25, enrolled in LEA and ISD regular programs/schools prior to graduation (i.e., not HSC/G.E.D. programs). The course of study may include but is not limited to an extension of the responsibilities of the regular day/year program, use of existing curriculum, a course of study designed by the TISD or fulfilling responsibilities outlined in a grant. Qualifications for the employee include certification, licensing, or degree. Credit may be available. The employee will be compensated on a per diem rate as calculated in the Master Agreement, unless modified by the provisions of 3.3.
 - 3) HIGH SCHOOL COMPLETION/G.E.D. is a program provided for dropouts. Also included in this category, for this article only, are summer basic and exploratory student programs. Courses will follow a curriculum that has been designed for high school completion/G.E.D. Qualifications for the employee include certification, licensing or authorization. High school credit may be available. The employee will be compensated as stated (at the HSC/G.E.D. rate) in the Master Agreement.
 - 4) LEISURE TIME is a program having no restrictions with regard to age or type of students. The course of study is designed by the instructor and may have little or no structure. Qualifications for the employee do not require certification, licensing, or degree. Credit is not available. The employee will be compensated as stated (at LT rate) in the Master Agreement.

ARTICLE 4 - ASSOCIATION AND TEACHER RIGHTS

- 4.1 The Board and the Association agree to abide by Act 379 of Michigan Public Acts of 1965 as amended, and to all the applicable laws and statutes pertaining to teachers' rights and responsibilities. The Board agrees that every teacher of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted legal activities for mutual aid and protection. The Board 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 the United States and the Constitution of the State of Michigan; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- 4.2 Teachers shall be entitled to full rights of citizenship. The religious or political activities of any teacher or the lack thereof shall not be grounds for any discipline or discrimination with respect to the professional employment of such teacher. The private and personal life of any teacher is not within the appropriate concern or attention of the Board except where the same shall adversely affect the student-teacher relationship.
- 4.3 The provisions of this Agreement shall be applied without regard to race, creed, religion, color, age, sex, marital status, disability, or national origin.
- 4.4 The Association, or a committee thereof, shall have the right to use the TISD buildings and facilities for professional meetings after the close of school. The Association agrees to reimburse the Board for any damage to equipment or facilities entrusted to its use and care, and to reimburse the Board for any materials consumed in the use of any of the facilities or duplication equipment.

- 4.5 No member of the Board shall respond to a public complaint regarding the individual employee at a Board of Education meeting.
- Should a party wish to lodge a complaint against an employee at a public Board meeting, the Board may choose to set a special meeting to hear the complaint or hear it at the next scheduled Board meeting, provided the member has a minimum of one week's notice and is provided the opportunity to be present at the meeting. At the request of the employee in question, the Board shall move to executive session, barring all persons not directly involved from the proceedings. The affected member shall also be free to have representation of his or her own choosing present at all times.
- If after proper notification to the employee, as described above, the employee declines or refuses to be present, the Board shall be free to conduct its affairs in regard to same in whatever manner it considers to be reasonable.
- 4.6 Teachers are entitled to appropriate administrative support at all times, and shall be advised of who is the administrator in charge of their respective programs. In the absence of the designated administrator from the building, teachers shall be advised of the administrator to be contacted if a decision is needed.
- 4.7 No material, including but not limited to student, parental, or school complaints originating after initial employment will be placed in his/her personnel file unless the teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The teacher may submit a written notation regarding any material including complaints, and the same shall be attached to the file copy of the material in question. If the material to be placed in the file is in error, the material will be corrected or expunged from the file, whichever is appropriate. When a teacher is requested to sign material placed in the file, such signature shall be understood to indicate his/her awareness of the material but shall not be interpreted to mean agreement with the content of the material. All recommendations, written or oral, shall be based solely on factual information previously disclosed to the teacher.
- 4.8 Any individual teacher shall be entitled to full copyright ownership of all materials, the subject matter of which is covered by 17 USC 102, written or produced originally by that teacher in the furtherance of his or her duties as an employee of the District.
- Furthermore, if the District should receive a request from an outside party for permission to use, reproduce, or distribute any materials copyrighted by a teacher or teachers of the District, the District Administrator receiving such request shall forward it directly to that teacher or teachers.
- 4.9 Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to a person or property.
- 4.10 The Board, through Administration, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Further, the Board recognizes that no teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Accordingly, a teacher shall, at all times, be entitled to have a representative of the Association present when he/she is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. If a representative of the Association is unable to be present, within three (3) days of the alleged infraction, the disciplinary action may be effectuated by the Administration and subject to future review by the Association representative at a mutually convenient time. It is expressly understood by and between the Association and the Board of Education that this paragraph shall not in any way affect the Teacher Tenure Act or the rights granted thereunder and it is expressly understood that any such disciplinary action may be subject to review by the Grievance Procedure as outlined in Article 15.
- 4.11 The Board will reimburse teacher for loss, damage or destruction of personal property which is necessary to the performance of teaching duties of the teacher while on duty in a school or on school premises or approved school business (field trips, etc.) with two provisions:
- 1) That such property is not covered under other insurance.
 - 2) That any damage claim in excess of \$15 will be reimbursed in full by the Board.

- 4.12 All teachers shall comply with the new corporal punishment law. The Board agrees to indemnify teachers against any damages, fines, legal fees, or other costs as a consequence of any act or omission authorized by a written statement of the Board or by the provisions of this paragraph.
- 4.13 All employees of the Tuscola Intermediate School District whose services are rendered at any off-campus facility shall be employed there under the following conditions set forth in this contract.
- 1) No employee of the TISD shall be required or compelled to sign, pledge or otherwise agree to any statements or policies of any off-campus facility.
 - 2) Employees of the TISD shall not be required to perform any tasks which fall under the responsibilities of State employees of any off-campus facility.
 - 3) TISD employees who are assigned to any off-campus facility shall be subject to the sole direction of administrators of the TISD. Any complaints about the work performance of TISD employees shall be submitted in writing to the program principal and a copy of the same shall be forwarded immediately to the teacher in question.
- 4.14 This Agreement shall conform to state and federal laws.
- 4.15 Individual contracts shall be consistent with this Agreement.
- 4.16 When Tuscola Intermediate School District personnel are in the constituent districts, it shall be the employees' professional obligation to abide by that district's rules and policies except when in conflict with the Master Agreement and/or the policies of the Tuscola Intermediate School District. In such cases, the Master Agreement will take precedence.
- 4.17 All regulations, policies, and recommendations of the TISD Board contained in the publication known as the TISD Policy Manual, whether previously adopted and published, or to be adopted and published in the future, shall be null and void wherever they may be in violation of, or contradiction to, this Master Contract.
- 4.18 A teacher shall give notice of intent to resign in writing at least 60 days before September 1 of the ensuing school year, otherwise to mutual consent.
- 4.19 Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may be requested to accompany the teacher in such review. The employee and the Association representative, if accompanying the teacher in review, shall affix his/her signature and the date to the record to signify he/she has reviewed his/her file and is aware of the contents, but in no instance shall said signature be interpreted to mean agreement with content.
- 4.20 Any complaints regarding a teacher made to the Administration by any parents, student or other person of said teacher's performance will be promptly called to the teacher's attention. The teacher may submit a written notation regarding the incident or incidents in question and the same shall be attached to the official file copy of the material. A teacher believing a complaint to be inappropriate or in error, may seek removal of the official file copy through the grievance procedure.
- 4.21 No teacher shall be required to substitute for another teacher during the school day except in emergency situations.

ARTICLE 5 - BOARD RIGHTS

- 5.1 The Board, on its own behalf and on behalf of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, including, but without limiting, the generality of the foregoing, the right:
- 1) To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees, when the employee is required to or is performing services for, and/or representing the Tuscola Intermediate School District;

- 2) 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;
- 3) 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;
- 4) 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;
- 5) To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and nonteaching activities and the terms and conditions of employment, when a teacher is required to or is performing services for, and/or representing the Tuscola Intermediate School District.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be subject to the provisions of Public Act 379, 1965, as amended and the specific provisions of this Agreement, and then only to the extent such specific provisions hereof are in conformance with the Constitution and the laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE 6 - PROFESSIONAL COMPENSATION

- 6.1 The salaries of all persons covered by this Agreement are set forth in Appendix A which is attached hereto and made a part thereof.
- 6.2 It is expressly understood that the salary schedule hereinafter contained shall apply to teachers teaching ten months and teachers regularly employed on a year-round basis.
- 6.3 Placement on the salary schedule shall be determined on a semester basis. Those individuals who start at the beginning of the second semester shall be advanced one-half step on the salary schedule for the following year.
- 6.4 All salary adjustments for educational advancement will be made on a semester basis only. Teachers earning enough credits to place on a higher schedule during the contract year will be adjusted at the beginning of the next succeeding semester. Teachers must furnish documentation of completion in a timely fashion. All coursework credited toward advancement on the salary schedule must relate to education and/or the field of study for which the employee is employed.
 - Graduate credits which apply to an increase on the salary schedule must be from a college or university that is:
 - 1) NCATE approved, or
 - 2) Be recognized by an educational institution granting graduate credit within the state of Michigan. Undergraduate credits which apply to an increase on the salary schedule must:
 - 1) Have prior written approval of the Superintendent (or designee), and
 - 2) Be no more than twenty percent (20%) of the total hours needed for the next advancement even with administrative approval.

Michigan State Board approved Continuing Education Units (CEU's) will be equated to a three (3) CEU's to one semester hour of college credit. If the Board reimburses the TIEA member for the expenses incurred for the workshop attended in which CEU's are earned, those CEU's may not be counted for an advancement on the salary schedule. If the TIEA member pays the expenses of a workshop whereby Michigan State Board CEU's are earned, they will apply for advancement on the salary schedule.
- 6.5 Physical Therapy Assistants, Occupational Therapy Assistants, Interpreters for the Hearing Impaired (upon completion of an associate's degree in interpretation/ communication/deaf studies and who are assigned a position as a certified interpreter), and Information Systems Assistants will be paid eighty percent (80%) of the BA base rate of the teachers' current salary schedule. The nurse will be paid ninety percent (90%) of the BA base rate of the teachers' current salary schedule. Salary is to be incremented based on years of service credited.

- 6.6 Teachers will be reimbursed mileage at the IRS figure payable the month after the notice of increase is published for all work related travel between the first work station at the beginning of the day and the last work station at the end of the day. These terms are applicable during the term of this Master Contract.
- 6.7 The salary schedule, as set forth in Appendix A, is based upon the regular school calendar. Extended employment beyond the regular 186 calendar year will be compensated at individual hourly rates when the job responsibilities are considered to be an extension of the regular school year program. The hourly rate shall be based on the 186 day salary schedule according to the following formula:

$$\frac{\text{TEACHER STEP ON 186 DAY SCHEDULE}}{\text{MAXIMUM CONTRACT DAYS} \times \text{MINIMUM HOURS PER DAY}} = \text{HOURLY RATE}$$

$$\text{ILLUSTRATION: STEP 5 MA} = \frac{45,269}{186 \times 7} = \frac{45,269}{1,302} = \$34.77$$

- 6.8 As used in this article, the term "work station" means any place at which an employee conducts the business of the Tuscola Intermediate School District, such as, the Tuscola Intermediate School District office(s), public schools, private schools, parochial schools, offices of other governmental agencies, offices of private agencies and private homes.
- 6.9 By January 31 of each year, the Board will provide each employee with an accounting of mileage paid during the previous tax year.
- 6.10 Compensation for employment as an instructor in an extended day program shall be prorated according to the formula set forth in Section 6.7 above. For this purpose, the regular school day shall be considered to be seven (7) hours in length.
- 6.11 Teachers may request in writing permission of the administrative officers to attend certain meetings appropriate to their discipline. Each teacher shall be allowed two (2) days a year for conventions or conferences plus other days as written in the district policy book. The reimbursement of expenses for approved conventions or conferences will be as follows:
- 1) All room charges including parking and phone calls related to school business;
 - 2) Daily food allowance shall be \$45. This is for three meals, and if lesser number of meals, there will be a proration of \$7 for breakfast, \$15 for lunch, and \$23 for dinner.
 - 3) Mileage for one car at the IRS rate up to 500 miles will be allowed and 13 cents per mile after 500 miles will be allowed.
 - 4) Public carrier expenses - the most reasonable form of transportation in time and total expense.
 - 5) Drinks and other personal expenses are NOT reimbursable.
 - 6) Registration fees are reimbursable but professional dues are not.
 - 7) Receipts are necessary for reimbursement of all purchased services- food, room and public carrier.
- 6.12 Extra Curricular Student Activities:
- 1) When a unit member participates in an approved student activity, during or outside of normal working hours, the unit member will be reimbursed for any personal out-of-pocket expenses related to the activity in the same manner as section 6.11 (1-7) above. Presentation of evidence of said expenses is required. Overtime pay will not be awarded unless agreed to in advance of the specific approved student activity. When a staff member volunteers as a sponsor, and is approved by the Administration in a Skills USA, DECA, HOSA, BPA, FFA, MITES, or other approved club functions, he/she shall receive three and one-half percent (3.5%) of the BA. When a staff member volunteers as a coach and is approved by the Administration, he/she shall receive two percent (2%) of the BA per sport. The BA rate will be increased one year for each year of service beginning in 2004.
 - 2) When a unit member voluntarily participates in an approved student activity during normal working hours, his/her compensation and other benefits shall be maintained.
 - 3) When a staff member is required to attend or participate in an approved activity outside of normal working hours, compensation will be awarded the unit member at the leisure time hourly rate.
 - 4) For the purpose of this section, approved activities shall mean those activities approved in advance by the immediate supervisor and/or the Superintendent.

- 6.13 In addition to the salaries set forth in Appendix A, the Board will pay each employee's contribution to the Michigan Public School Employees' Retirement Fund. This does not include the employee's contribution to M.I.P.
- 6.14 Any teacher who does not fulfill the terms of their contract of employment by resigning, vacating their position, or by being terminated with proper due process shall have all wages and fringe benefits reconciled based on the number of days employed.

ARTICLE 7 - MEMBERSHIP, DUES, FINANCIAL RESPONSIBILITY FEES, AND PAYROLL DEDUCTION

- 7.1 Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions in the Association (local, state and national). The Association shall certify to the Board, in writing, the amount of said dues, assessments, and contributions. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA constitution and by-laws. Pursuant to such authorization, the Board shall deduct such dues, assessments, and contributions from the salary check of each teacher in increments as determined by the Association in concert with the Superintendent beginning not earlier than September nor later than June of each year. Any teacher who shall not perform services for any entire month of the school year (September through June) shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the teacher taking any paid leave of absence or sick leave provided for in this contract. When a teacher is hired during the school year, their dues will be spread over the remaining pay periods not to exceed eight (8) in order to withhold one hundred percent (100%) of the dues payable to the Association.
- 7.2 Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the employer shall, pursuant to MCL 408.477 and at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. Such moneys shall be remitted to the Association or its designee no later than twenty (20) days following deduction.
- 7.3 The procedure in all cases of nonpayment of the service fee shall be as follows:
- 1) The Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for 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.
 - 2) If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board make such deduction pursuant to paragraph 7.2 above.
 - 3) 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 member has remitted the service fee to the Association or authorized payroll deduction for same.
 - 4) Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- 7.4 Pursuant to Chicago Teachers Union V Hudson 106 S CT 1066 (1986), the Association has established a policy regarding "Objections to Political Ideological Expenditures - Administrative Procedures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to Non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.

- 7.5 Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to nonmembers, along with other information, may not be available and transmitted to nonmembers until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or nonpayment of the representation fee by nonmembers shall be activated thirty (30) days following the Association's notification to nonmembers of the fee for that given school year.
- 7.6 The following members of the bargaining unit shall be exempt from compliance with Sections 7.1 and 7.2 of the article:
- 1) Those people who were employed by the Tuscola Intermediate School District prior to September 1, 1976, and who were not members of the Association in 1975-76 school year. The term "employed" as used herein means having a contract of employment and actually performing service to the Board.
 - 2) Those people who are members in good standing of a religious order that has a bona fide tenet of its faith, a prohibition against membership in a labor organization and payment of a service fee to a labor organization (as described in Sections 7.1 and 7.2 in this article). To claim an exemption under this sub-section, a person shall be required to provide verification, from a minister of his/her church, that he/she is a member in good standing of the church and that the church prohibits compliance with Sections 7.1 and 7.2 of this Article.
- 7.7 The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Association further agrees to indemnify the Board of any damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
- 1) The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - 2) The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or other tribunal.
 - 3) The Association has the right to choose the legal counsel to defend any such suit or action.
 - 4) The Association shall have the right to compromise or settle any claim made against the Board under this section.
- 7.8 With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for dues, assessments, contributions, or financial responsibility service fees, the Board agrees promptly to disburse said sum to the Association.
- 7.9 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, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

ARTICLE 8 - INSURANCE

8.1 Pursuant to the authority, as set forth in the Michigan Revised School Code, Section 380.632, the Board agrees to provide the following fringe benefits:

8.2 The Board shall pay premiums without cost to the full-time bargaining unit member who submits a written application THE TUSCOLA ISD 125 PLAN MESSA-PAK variation for a full twelve-month period for each employee and his/her eligible dependents. The employer is required to sign an employer participation agreement. Employees not electing THE TUSCOLA ISD 125 PLAN MESSA-PAK Plan A will select THE TUSCOLA ISD 125 PLAN MESSA-PAK Plan B. Coverage of THE TUSCOLA ISD 125 MESSA-PAK T.I.S.D. variation shall be:

<u>Plan A</u>	<u>Plan B</u>
MESSA Choices II with OV/UC/ER Copay \$5/\$10/\$25	LTD - 66 2/3 \$5,000 Max.
In-Network Deductible \$100/\$200	Delta Dental 50/50/50: \$1500 Annual Max.
Out-of-Network Deductible \$250/\$500	Life - \$30,000 with AD&D
Drug Copay \$10/\$20	Vision - VSP2-Silver
Delta Dental 75% / 75% / 75% \$1500 Annual Max.	0-5 employees - \$150 per month
Vision - VSP2-Silver	6-10 employees - \$200 per month
Life - \$30,000 with AD&D	11-15 employees - \$300 per month
LTD 66 2/3 \$5,000 Max.	16+ employees - \$400 per month
Riders: XVA2, AI	

8.3 Changes in family status shall be reported by the teacher to the business office within 30 days of such change. The teacher shall be responsible for any overpayment of insurance premium made by the Board for failure to comply with this paragraph.

8.4 Teachers shall elect the coverage they desire by submission of a written application during the "open enrollment period" which shall be determined by mutual agreement of the Association and the Board and, in the case of newly hired employees, the first thirty (30) calendar days of employment. Thereafter, the selections shall remain in effect for the full year unless a change in family circumstances necessitates a teacher changing from "optional coverage" to health insurance coverage or adding dependents to existing insurance coverage.

8.5 Employees shall have the option of purchasing additional insurance options coverage through payroll deduction.

8.6 All employees of the bargaining unit shall receive insurance benefits on a pro-rata basis to regularly scheduled work hours, with the understanding that the employee must pay the difference in premium, through payroll deduction, if less than full time.

Example: Full daily schedule - full premium
4/5 daily schedule - 4/5 premium
1/2 daily schedule - 1/2 premium
1/5 daily schedule - 1/5 premium

8.7 The premium payment made by the Board herein shall commence in the first month of the teacher's employment in the school year and continue through September of the succeeding year for all employees who complete the normal ten-month school year. For employees who fail to complete the normal ten-month school year, the benefit shall cease at the end of the month in which employment is terminated.

8.8 Any teacher who announces their intent to retire at the end of the current school year from the Tuscola Intermediate School District/MPERS on or before April 1 will be given a \$1000 stipend upon retirement/termination. The Board will pay insurance premiums so that insurance coverage will extend until July 31. Teachers retiring after working less than the normal ten-month school year will receive insurance coverage for one (1) month following their effective date of termination.

ARTICLE 9 - TEACHER EVALUATION

- 9.1 Purpose:
- 1) Assess performance.
 - 2) Inform teacher of strengths and weaknesses.
 - 3) Assist teachers to improve competencies.
- 9.2 Definition:
- 1) Evaluation -- signed written record placed in personnel file.
 - 2) Observation -- a visitation for the purpose of gathering information.
- 9.3 Probationary Teachers:
- 1) Observed a minimum of two (2) times each year.
 - 2) Evaluated by the end of the first semester and at least sixty (60) days prior to the end of the probationary year.
 - 3) The evaluation will be personally given to the teacher and a conference will be held to discuss the evaluation at a time mutually agreeable to both parties.
 - 4) If the administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms, and shall specify ways the teacher is to improve and the assistance necessary to make such improvements.
- 9.4 Tenure Teachers:
- 1) Observed as often as necessary.
 - 2) Evaluated at least once every three (3) years.
 - 3) The evaluation will be personally given to the teacher within ten (10) days of the final observation and in event later than April 30, the evaluation improvement items will be construed to apply to the next school year.
 - 4) A conference may be held to discuss an observation or the evaluation at a mutually agreeable time to both parties. A conference for any observation or evaluation shall be held if requested by the teacher. Any deficiencies noted will be conveyed to the teacher in writing within thirty (30) working days of observation.
- 9.5 Evaluation:
- 1) Each evaluation will be signed by the teacher and the evaluator and placed in the teacher's personnel file.
 - 2) All observations of teachers shall be conducted openly and with full knowledge of the teacher being evaluated. Those observed by use of the observation room method shall be given notice of said observation.
- 9.6 A committee will be formed to discuss the new teacher evaluation law. The committee will be comprised of three members from the Association chosen by their Executive Board and three members of the District chose by the Board. The purpose of this committee will be to construct an evaluation tool that will meet the requirements set forth from recent 2010 changes in the Michigan Revised School Code. Any language agreed upon by the committee must be voted on by both the Association and Board before being incorporated into the contract.

ARTICLE 10 - EXPERIENCE

- 10.1 Present and future staff members shall be allowed up to twelve (12) years credit on the salary schedule for related professional educational experience or other professional experience determined to be valuable to the District. No grievance can be filed for a wage adjustment for salary paid in previous years.
- 10.2 An employee's initial placement on the salary schedule will be determined by the administration. This determination will include granting years of experience and consideration of graduate coursework (or portion thereof) applicable to education. The initial salary schedule placement will be the basis from which future experience and coursework will be accrued/earned by the employee.

ARTICLE 11 - VACANCIES, PROMOTIONS AND TRANSFERS

- 11.1 A vacancy shall be defined as a position presently unfilled, a position currently filled but which will be open in the future, or a new position that is currently not in existence.
- 11.2 Whenever a vacancy arises or is anticipated, the Superintendent or his/her designee shall post notice of same on the bulletin boards in each building for no less than ten (10) days before the position is filled, and direct a copy of the posting by certified mail to each laid-off teacher and supply a copy to the Association.
- 11.3 Any teacher may apply in writing to the Administration for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the service of the Tuscola Intermediate District and other relevant factors.
- 1) Bargaining unit members who apply for positions will be interviewed and they will be given first consideration for open positions.
 - 2) Not more than five (5) faculty members have to be offered interviews of at least fifteen (15) minutes duration for each vacancy (unless terminated mutually or unilaterally by the teacher earlier).
 - 3) The parties recognize that, while the Board will continue to adhere to its practice of promotions from within its own teaching staff, the filling of vacancies is a prerogative of the Board.
- 11.4 Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
- 1) Teachers with specific interests in possible vacancies will notify the Superintendent's Office of their interest, in writing, during the last regular week of school and shall include a summer address.
 - 2) Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Superintendent's Office and notified of the vacancy.
 - 3) The teachers so notified shall have the responsibility of contacting the Superintendent's Office indicating their interest in said position within three (3) days of receiving such notification.
- 11.5 The parties agree that involuntary transfers are to be minimized and avoided whenever possible. When an involuntary transfer must be made, the Administration shall first discuss with the teacher reasons for the transfer, put those reasons in writing, and notify the Association.
- 11.6 When opportunity for work beyond the normal contracted school year arises, such work shall be posted in accordance with the provisions of Section 11.2. If that work is an extension of a specific assignment, the teacher holding that position shall have the right to accept or reject that work. If the incumbent teacher rejects the work, the work shall be offered to another applicant in accordance with Section 11.3. All work which is general in nature (not an extension of a specific assignment) will be filled in accordance with Section 11.3.
- 11.7 Anticipated summer programs shall be posted as soon as possible prior to the beginning of the program. Job descriptions and qualifications shall be listed. Teachers should apply for positions they are interested in and qualified to teach. Employees within the staff may be granted the positions based on seniority and qualifications. If no qualified bargaining unit member applies, then the positions may be filled by applicants from outside the bargaining unit. Compensation for employment as an instructor in a summer program shall be the same hourly rate as that for high school completion/G.E.D. programs.
- 11.8 Any summer program position that is considered high school completion/G.E.D. or leisure time, as defined in Article 3.5, shall be compensated at the appropriate rate.

ARTICLE 12 - ILLNESS, DISABILITY AND OTHER LEAVES OF ABSENCE

- 12.1 At the beginning of each school year, each full-time teacher shall be credited with twelve (12) days of leave, the unused portion of which shall accumulate from year to year without limitation. Leave days will be prorated for part-time employees and shall accumulate from year to year without limitation. The leave days may be taken by a teacher for the following reasons:
- 1) Personal illness or disability (all to be treated the same).
 - 2) Illness or disability in the immediate family as defined in Article 12.8.
 - 3) Funerals other than immediate family.

It shall be the understanding that all days granted under this Article shall be subject to a prorated limitation should an individual be employed after the beginning of a school year or terminates employment prior to the end of a school year.

- 12.2 Teachers working an extended contract will receive one (1) additional sick leave day per year beyond those provided in paragraph 12.1 above for every additional fifteen (15) days scheduled to work. Additional days will be prorated and shall accumulate from year to year without limitation. For example, a teacher scheduled for an additional 20 days of work would receive an additional 1.33 sick leave days.

- 12.3 The Board shall furnish each teacher with notification of total accrued sick leave credit on the District's computer package. Teachers can access this at all times using their assigned password.

- 12.4 A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed each year upon written request by the teacher.

- 12.5 The Board agrees to continue to make the premium payments for health insurance benefits (or all fringe benefits) provided for by this collective Agreement while the teacher is on sick leave or disability for the duration of the contracted school year.

- 12.6 In case of death, unused accumulated sick leave up to a maximum of 120 days shall be paid in a lump sum to the survivor designated by the teacher. Such payments shall be computed by multiplying the number of unused sick days up to a maximum of 120 times the teacher's daily rate of pay at the time of death.

- 12.7 In addition to personal illness or disability, sick leave may be utilized for the following purposes:
- 1) Attendance at a ceremony awarding a degree or honor to a teacher for such portion of a day as is necessary.
 - 2) One (1) day, except when travel requires additional time, for attending the school graduation of son, daughter, husband or wife.
 - 3) Three (3) days per school year may be used for emergency or catastrophe. Examples are:
 - (a) fire, accident, pallbearer
 - (b) marriage of a member of the immediate family or of the employee
 - (c) child born to wife
 - (d) immediate member of family leaving for service in the United States Armed Forces, Coast Guard, Peace Corps, or VISTA
 - 4) Three (3) days for personal leave per year may be used per year with 48 hours advance notice to the immediate supervisor. No more than three (3) teachers per building on any day.

- 12.8 Leaves of absence with pay not chargeable against the teacher's allowance shall be granted for the following reasons:
- 1) Death in the Immediate Family - The teacher may take a maximum of five (5) days per death. Immediate family shall be defined as husband, wife, children, mother, father, brother, sister, grandchildren, father and mother-in-law, step parents, and grandparents. Also included are step relations directly living with and supported by the member.
 - 2) Court appearance as a witness in any case connected with the teacher's employment of the school or whenever the teacher is subpoenaed to attend any proceedings.
 - 3) Approved visitation at other schools or for attending educational conferences or conventions, or delegates to Association meetings.

- 4) Approved attendance as delegates to professional Association meetings.
- 5) Up to five (5) days per year for use by officers or agents of the Association to conduct the business of the Association. Use of such days shall be:
 - (a) Designated by the Association President to the Superintendent 48 hours in advance unless emergency conditions preclude such notice.
 - (b) Not more than two (2) teachers shall be released on any one day under the provisions of this section.

Beginning with the 2004-05 school year, up to five (5) unused Association days shall be carried over to the succeeding school year. Only ten (10) days can be accumulated per year.

The Association may request additional days for Association business due to extenuating circumstances. If additional Association days are approved, the TIEA will reimburse the District for the costs of a substitute teacher, if employed.

- 12.9 Teachers who are officers of the Association or appointed to its staff should, upon proper application, be given leave of absence without pay for the purpose of performing duties for the Association. Teachers given leaves of absence without pay shall receive credit toward annual salary increment on the schedule appropriate to their rank.
- 12.10 Military leaves of absence shall be granted to any teacher who shall serve in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of an increment and seniority which would have been credited to them had they remained in active service to the school system.
- 12.11 Any teacher called for jury duty during school hours or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for such time. The amount received for jury duty or as any witness fee, minus any reasonable and necessary expenses incurred in performing jury duty or serving as a witness, shall be reimbursed to the Board.
- 12.12 Leaves of absence during the September-June school year without pay may be granted upon application for the following reasons:
 - 1) Study related to the teacher's discipline.
 - 2) Study to meet eligibility requirements for a discipline other than that held by the teacher.
 - 3) Study, research or special teaching assignments involving probable advantage to the school system. The regular salary increment occurring during such period shall be allowed.
- 12.13 A one (1) year leave of absence shall be granted to any teacher for the purpose of child care, both natural and adopted. Said leave may commence upon request of the teacher. However, the teacher will, except in cases of emergency, give at least ninety (90) calendar days notice of anticipated leave. The teacher must notify the Board in writing 30 days prior to their return from leave.
 It is further provided that:
 - 1) The teacher shall, upon return, be assigned the same or an equivalent teacher position and shall be placed according to his or her teacher experience. For seniority and salary schedule purposes, a teacher on a one-year leave shall be given credit for a full semester during which time said leave was granted.
 - 2) At the discretion of the Board, and by the written request of the teacher, the leave may be extended up to a period of five (5) years.
 - 3) Upon the discretion of the proper authorities (teacher, doctor, administration), a pregnant teacher may commence said leave any time after confirmation of pregnancy. Termination of this leave would be facilitated in the same way.
 - 4) A teacher may make written application to the Superintendent for reinstatement and, at the discretion of the Board, be granted reinstatement prior to the expiration of said child care leave.
 - 5) Failure of a teacher to return from child care leave on the date specified in said leave or application shall be conclusively deemed resignation.

ARTICLE 13 - TERMINAL LEAVE

- 13.1 Bargaining unit members prior to June 1, 1995: The Board, upon retirement of the employee, shall reimburse the employee at the rate of one-half his/her current salary for unused accumulated sick leave up to a maximum of 126 unused days.
New bargaining unit members after June 1, 1995: The Board, upon retirement of the employee, shall reimburse the employee at the rate of eighty percent (80%) of the current daily substitute rate per day for accumulated sick leave up to a maximum of 126 unused days.

ARTICLE 14 - WORK SCHEDULE/CALENDAR/INCLEMENT WEATHER DAYS

- 14.1 Calendars for the 2010-11, 2011-12, and 2012-13 school years are set forth in Appendix B, and shall be governing except in those cases whereby the administration and the teacher(s) concerned mutually agree in writing to changes. In all cases, however, each teacher shall work at least the number of days called for in the calendar applicable to the teacher.
Teacher who retire after June 30, 2010, and return to work part-time will develop a written calendar with their immediate supervisor and the Association President or his/her designee. The calendar will include the number of days to be worked, including professional development days.
- 14.2 There shall be 186 teacher workdays scheduled each year. Extended days (or workyear) beyond the 186 teacher workdays will be posted for any and all positions requiring an extended year. Staff currently holding the positions requiring an extended year will be given the first option in accepting the extended workyear. Should the staff not elect to fill the extended year, the position will be granted to the most senior qualified applicant. In the event that the State reduces, eliminates, or approves waivers in the reduction of student days, teacher workdays will be the number of days set forth by the State/Board, not to be less than 186 days.
- 14.3 The normal hours of work for Highland Pines School staff shall be 8:15 a.m. to 3:15 p.m., Monday through Friday. The normal hours of work for Tuscola Technology Center staff shall be 8:15 a.m. to 4:00 p.m. on Monday through Thursday and 8:15 a.m. to 2:55 p.m. on Friday.
- 14.4 If the school is open and a teacher does not report to work as scheduled due to inclement weather, this day will be charged to the employee's personal business day account. If that account is exhausted, the day will be charged to the employee's sick day account.
- 14.5 Should a teacher fail to reach his or her job station, he or she shall immediately call his/her school or the Tuscola Intermediate School District Administrative Office.
- 14.6 Teachers previously scheduled to report to work at a local school district that is closed due to inclement weather shall not be required to report to that district. If the employee is scheduled to work in more than one site on a given day, the employee will be expected to report to the work stations which are open. Notification of the closing of programs operated by the TISD shall be made via radio stations designated by the Superintendent.
- 14.7 Scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, will be rescheduled to insure that there is a minimum of one hundred eighty (180) days of actual student instruction or the hours required by the State of Michigan.
- 1) The parties agree to meet in an effort to mutually agree on when any make-up days should occur. In the event they are unable to agree, the days will be added on to the end of the calendar set forth in Appendix B.
 - 2) TISD programs will operate on the basis of 180 days of instruction (186 workdays). Workdays beyond the 186-day schedule will be posted and compensated on a per diem basis.

- 3) Bargaining unit members will be paid on a per diem basis for those days posted beyond the 186 days. All rights and privileges stated under this Agreement for days beyond the 186 day workyear will be granted as noted in the Agreement. The per diem rate does not include teachers who substitute for teachers on leave.
 - 4) Those persons employed after the start of the current year shall receive additional compensation for "made-up" days if compensation was not already received for said days.
- 14.8 Persons on paid leaves shall be paid in full for days on which the districts are forced to cancel programs and that day will not be deducted from his/her bank unless covered under Section 14.7.
- 14.9 Teachers will be dismissed at 3:00 p.m. each day before a holiday (Labor Day, Thanksgiving, Christmas, Easter and Memorial Day) unless the day before these holiday periods fall on a Friday, in which case teachers will be dismissed at the regular Friday dismissal time.
- 14.10 If because conditions not within the control of school administration cause the student days to be altered, the staff reporting and release time will be shortened to meet the altered daily schedule.

ARTICLE 15 - GRIEVANCE PROCEDURE

- 15.1 Any teacher, group of teachers or the Association believing that there has been a violation, misinterpretation or misapplication of any provision of the Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, may submit a grievance with the Board or its designated representative.
- 15.2 Purpose
The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 15.3 Procedure
The Board hereby designates as its representative for such purpose the appropriate principal or supervisor.
- 15.4 Level One
A teacher with a grievance will first meet with his/her immediate supervisor either directly or through the Association's representative to discuss the matter. This shall be done within ten (10) school days after which the alleged grievance occurred. Both parties agree that they will have the sincere intent to resolve a grievance when they meet for this purpose (at all levels). If the matter being grieved arises from a level higher than the immediate supervisor, the informal meetings begin at that level but in no event higher than the superintendent's level.
- 15.5 Level Two
If the aggrieved party is not satisfied with the disposition of the grievance at the informal level or if no disposition has been rendered within five (5) school days after the informal meeting, the grievant, either directly or through the Association representative shall file the grievance on the appropriate form with the Association's representative and the immediate supervisor with a copy to the Assistant Superintendent.
- 1) Within five (5) school days after receiving the written grievance, the immediate supervisor will meet with the aggrieved party in an effort to resolve it.
- 15.6 Level Three
- 1) If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Two or if no disposition has been rendered within ten (10) school days after presenting the grievance, he/she may file the grievance in writing with the Association's representative and the Assistant Superintendent, with a copy to the appropriate principal or supervisor.

- 2) The Assistant Superintendent will represent the Board at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance, the Assistant Superintendent will meet with the aggrieved person in an effort to resolve it.
- 3) If a teacher or Association representative does not file a grievance in writing and the written grievance is not forwarded to the Assistant Superintendent within ten (10) school days after receiving the immediate supervisor's written response, the grievance is waived.

15.7 Level Four

- 1) If the aggrieved party is not satisfied with the disposition of his/her grievance at Level Three or if no disposition has been rendered within ten (10) school days after presenting the grievance, he/she may file the grievance in writing with the Association's representative and the Superintendent, with a copy to the Assistant Superintendent within ten (10) school days.
- 2) The Superintendent will represent the Board at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance, the Superintendent will meet with the aggrieved person in an effort to resolve it.
- 3) If a teacher or the Association does not file a grievance in writing and the written grievance is not forwarded to the Superintendent within ten (10) school days after the teacher received notice of the Assistant Superintendent's decision on the grievance, then the grievance will be considered as waived.

15.8 Level Five

- 1) If the aggrieved party is not satisfied with the disposition of the grievance, or if no decision has been rendered within ten (10) school days after he/she has first met with the Superintendent, he/she may file the grievance in writing with the president of the Board within ten (10) school days.
- 2) Within ten (10) school days after receiving the written grievance, a committee of the Board will meet with the aggrieved person for the purpose of resolving the grievance. The final decision on the grievance at Level Five will, however, be rendered by majority vote of those Board members present at the next regular or special board meeting.

15.9 Level Six

- 1) If the aggrieved party is not satisfied with the disposition of the Board, or if no written decision is received by the Association representative within ten (10) school days of the board meeting, the grievance may be submitted to an impartial arbitrator. The aggrieved party must notify the Superintendent they are going to arbitration within ten (10) school days after the next regularly scheduled TCBA meeting - not to exceed thirty-five (35) days from the date of the Board's written disposition.
- 2) If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.
- 3) Neither party shall be permitted to assert in such arbitration proceeding any ground or evidence not previously disclosed to the other. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

15.10 If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be returned with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

15.11 The costs of all the arbitration proceedings shall be borne equally by the Board and the Association. Each shall pay one-half the total costs.

15.12 Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

15.13 Resolution

A formal or informal grievance granted to an individual shall apply to all staff members similarly affected.

- 15.14 When normally scheduled work days are cancelled due to the closing of programs at the Highland Pines facility and/or the Technology Center, said days shall not be considered as school days under this article.

ARTICLE 16 - PROFESSIONAL IMPROVEMENT

- 16.1 Relative to the ordering and requisitioning of supplies and materials each year, teachers will have two opportunities to order supplies and necessary materials. The periods of time will be in the fall, September 1 to September 30, and in the winter, January 15 to February 1. Teachers should anticipate their needs, or if leaving, the needs of the teacher replacing them. Necessary materials to be used in the following school year should be ordered once the class composition is determined. In the fall, the period September 1 to September 30, is the opportunity for further ordering of necessary materials. If class composition changes at the semester break, the winter requisition is the appropriate time to order incidental but necessary materials and/or supplies. A priority order for the supplies and materials will be a part of the requisition format. Those items not approved by the administrative officers in any one of the two requisition times can be reordered in other requisition times. Those requisitioned items for all special education staff members as are appropriate within the budgetary limitations and within the job description of the individual staff members, will be ordered by the administration.
- 16.2 In each calendar year, each employee shall be allocated \$25 to be used at his/her discretion for supplies, books and professional magazines relating to special education and/or his/her particular discipline. It is understood that materials so purchased become the property of the Tuscola Intermediate School District. Employees may pool their allocated funds for cooperative purchasing. All requisitions shall be filed with the administration.
- 16.3 In an effort to improve the work environment and enhance the image of the professional staff at the Tuscola Intermediate School District, a series of professional enhancement guidelines (see Appendix C) were developed jointly by professional staff and administrators. It is understood that the guidelines shall be implemented. The guidelines shall not establish a past practice. They may be canceled with a notice of three (3) days by the Tuscola Intermediate School District Board of Education or the Tri-County Bargaining Association. Should any grievance be filed regarding these issues and the guidelines be withdrawn upon written notice, any grievance or sections of a grievance involving the implementation of these guidelines shall become null and void.

ARTICLE 17 - WORKERS' COMPENSATION

- 17.1 Any teacher who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Act, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and \$150 per week for a period up to six (6) months or the remaining time of the individual teacher contract if in excess of six months. Coverage is effective after all sick leave days have been used.
- 17.2 The Board's obligation for additional payments under this section will close when the affected teacher begins drawing long term disability insurance payments.
- 17.3 Any teacher who is unable to work because of an illness or injury compensable under the Michigan Workers' Disability Compensation Act may use their paid sick leave days for days not paid under Workers' Compensation.

ARTICLE 18 - STUDY COMMITTEE

- 18.1 A professional study committee shall be established consisting of three (3) members selected by the Association who shall be members of the Association, and three (3) members selected by the Board of Education which shall consist of at least one administrator and one (1) board member. This committee shall act in an advisory capacity. The committee shall meet at least twice within each school year at mutually agreeable times, for the purpose of discussing and making recommendations to the Board of

Education on matters pertaining to special education and/or career-technical education. Additional meetings may be requested by either party, if need so arises. Nothing contained herein shall be construed to take from the Board the right of making final decisions concerning the recommendations of this committee.

ARTICLE 19 - REDUCTION OF STAFF and/or REASSIGNMENT OF STAFF

- 19.1 A necessary reduction of staff shall be defined to include any one of these situations: decrease of operating funds, decrease of pupil enrollment, and reduced need for a program. The decision as to the existence of cause for necessary reduction in personnel shall not be subject to grievance.
- 19.2 In the event a reduction of staff appears necessary, the Board shall confer with the Association board of directors prior to any final decision on the matter. The Board will implement reasonable alternatives to a reduction of staff.
- 19.3 Lay-off of teachers brought about by a reduction of staff or the return of more senior teachers from leave of absence will be in inverse order of seniority in each discipline where teachers are certified or possess such other training and/or license required for the discipline.
- 1) A teacher whose position is eliminated because of program consolidation or program discontinuation, or a teacher who is displaced from his/her position by a more senior teacher shall displace any less senior teacher in that discipline.
 - 2) The least senior teacher in the discipline subject to position elimination, consolidation, or the return of a more senior teacher from leave shall be displaced from the discipline.
 - 3) A list of the various disciplines would include but not be limited to: Teachers in classrooms designated as -- cognitively impaired, autism spectrum disorder, resource rooms, early childhood developmentally delayed, learning disabled, emotionally impaired, visually impaired, and traumatic brain injury. Other disciplines would include - school social workers, teacher consultants, school psychologists, audiologists, nurses, physical education instructors, water safety instructors, occupational therapists, physical therapists, hearing impaired interpreters, music therapists, speech and language pathologists. Teachers of - Graphic Communications, Advertising Design, Auto Body Repair, Automotive Technology, Early Childhood Professions, Accounting and Financial Services, Administrative Management Support, Construction Technology, Computer Technology Management, Drafting/CAD, Electronics Technology, Hospitality/Food Service Management, Agri-Science, Nursing Careers/Health Technology, Power Technology, Marketing and Business Management, Welding and Fabrication, Law Enforcement/Protective Services, Co-op Coordinator, Counselor/Academic Coordinator.
- 19.4 Teachers displaced due to a necessary reduction in force, or when disciplines are discontinued or consolidated may move into disciplines for which they are certified, trained, licensed, or authorized and for which they rank higher on the seniority list than the present discipline teacher. The lowest seniority teacher will be removed from the discipline.
- 19.5 Recall shall proceed in reverse order of lay-off. While the teachers are on lay-off, no new teachers will be employed unless laid-off teachers do not possess the necessary certification, authorization, other training or required license, or all laid-off teachers have had an opportunity for and have declined recall to a vacant position. Laid off teachers shall notify the Assistant Superintendent of any changes in certification, license, or authorization. Laid off teachers shall be notified by certified letter of all vacancies for which they are certified, licensed, or authorized. Upon receipt of a certified letter offering recall, the teacher-elect shall notify, in writing, the Assistant Superintendent of his/her intent of employment. If no letter of intent is forthcoming from the teacher-elect within ten (10) calendar days or receipt of the certified letter offering recall, all rights to recall shall be forfeited. If a teacher is contacted in person or by phone and accepts the recall, the certified letter is not required and the ten (10) day period is null. Any teacher who is under a binding contract to another school district and cannot obtain a release shall retain his/her right to recall to the first available vacancy for which he/she is certified and qualified after expiration of said contract provided the Assistant Superintendent is so notified in writing as stated above.
- 19.6 Seniority shall be defined as the length of continuous service to the Tuscola Intermediate School District with the following criteria:

- 1) Leave of absence shall not constitute a break in continuous service, but time spent on unpaid leave of absence shall be deducted from total service for purposes of computing the amount of seniority. In the case of teachers who commenced employment in the Tuscola Intermediate School District on the same date, the length of seniority shall be determined by the following criteria:
 - a) Teacher's first assigned duty date.
 - b) Number of successfully completed graduate hours the teacher has. If the hours are acceptable for reimbursement on the salary scale, they are eligible for computation of seniority.
 - c) All other graduate hours earned after the bachelor's degree that were not acceptable for initial placement on the salary schedule.
 - d) If all factors are equal, a drawing shall be held to determine seniority placement. The teachers involved in the tie shall be notified of the drawing in order that they may attend. An administrator and a teacher representative will conduct the drawing. Tie breaking will be completed prior to the posting of the seniority list.
- 2) A teaching year constitutes 180 days of teaching and not more than one year of seniority can be earned in a contract year. Seniority shall be indicated in years and tenths of years (ten months constituting a teaching year).
- 3) Part-time or part-year service shall be prorated in the manner as the salary received.
- 4) Changes in a teacher's certification or graduate hours while on layoff shall not affect his/her ranking on the layoff list for purpose of recall during the layoff period.

19.7 Teachers who are laid-off as provided herein shall retain all accumulated benefits which shall be reinstated upon return from layoff. The Board shall continue to provide applicable insurance benefits through August 31 of the school year in which the layoff occurred provided this does not result in double coverage. Group insurance coverage beyond that provided above may be maintained at the employee's expense provided this does not violate any provision of the Master Contract, the law or insurance carrier. It is the employee's responsibility to forward the insurance premiums to the Board at least a week in advance of the premium due date. Employee's insurance will be terminated if premiums are not received in the business office in accordance with this section.

19.8 Seniority list - A seniority list shall be prepared by the Board and presented for verification prior to December 1, each year. The seniority list shall include the following information for all Association members:

- 1) Full name of teacher
- 2) Years of service in the bargaining unit
- 3) Tenure status
- 4) Certification/Licenses/Approvals
- 5) Major(s) and minor(s)

19.9 If there is no person on the layoff list who is fully authorized or certified for an opening but if a person on layoff can be temporarily certified or authorized, then that shall be done before a teacher will be hired from outside the unit.

19.10 Teachers shall remain on seniority status for five (5) years following layoff. After that time, seniority is terminated with the District.

ARTICLE 20 - PROFESSIONAL CONDUCT

20.1 The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies of professional performance, or other violations of the terms of this Master Agreement by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building which may result in disciplinary action being taken by the administration or the Board of Education.

20.2 It is recognized that on rare occasions deficiencies in professional performance or violations of discipline by the teachers may be such as to warrant suspension or immediate action by the Board or its

representative or may be such as to warrant only a warning. (Therefore, accordingly, the Administration is free to use its best judgment in determining the discipline in each given case.)

- 20.3 The Association will use its best efforts to correct breaches of professional behavior by any teacher and in appropriate cases, may institute proceedings against the offending teacher. The Board may adopt reasonable rules and regulations not in conflict with the terms of this Agreement covering the discipline of teachers.

ARTICLE 21 - STRIKES AND LOCKOUTS

- 21.1 The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike action as said term is defined by the Public Employment Relations Act.
- 21.2 The employer agrees that it will not lockout any bargaining unit member during the term of this Agreement.

ARTICLE 22 - SUBSTITUTES

- 22.1 Daily substitutes will be recruited from the list of laid-off employees. These positions should be filled by the most qualified persons available on the list.
- 22.2 If a substitute will be needed for 20 or more working days in the same position, the most senior qualified person must be offered that substitute position first. The time/date that the administrator is knowledgeable of the absence extending beyond 20 days is the day the position becomes eligible as a temporary recall position and this paragraph applies - no retroactivity permissible. If they refuse, the next senior person that is qualified must be contacted and so on down the layoff list of employees.
- 22.3 During temporary recall, the employee will receive regular wages and benefits pro-rated on the number of days employed. Seniority will also be accumulated.
- 22.4 When subbing on a daily basis, the employee will receive substitute wages with no benefits, and the seniority will not accumulate.
- 22.5 A substitute employed by the District for 60 consecutive school days in the same position shall be given a regular professional contract.

ARTICLE 23 - WORK LOAD

- 23.1 In conjunction with the administration, every effort will be made to accommodate an equalized delivery of services by itinerant personnel as feasible via the representatives of that department or discipline. The criteria of determining work-load allocation shall be:
- 1) Travel between districts
 - 2) Number of buildings
 - 3) Number of districts
 - 4) Number of clients
 - 5) Number of referrals
 - 6) Type of referrals
 - 7) Paid support personnel
 - 8) Other significant job requirements
 - 9) Case management load
- Each employee must allocate their time appropriately to provide expected services to his/her clients (students, teachers, principals, colleagues).

ARTICLE 24 - DURATION OF AGREEMENT

24.1 This Agreement shall be effective as of 12:01 a.m., September 1, 2010, and shall continue in effect until 11:59 p.m., August 31, 2013. All agreements reached in collective bargaining between the parties shall be effective as of the effective date of this Agreement.

ASSOCIATION

BOARD OF EDUCATION

By _____
TIEA President

By _____
President

By _____
TIEA Secretary

By _____
Secretary

By _____
Chairperson, Negotiating Team

By _____
Chairperson, Negotiating Team

By _____
TCBA President

By _____
TISD Superintendent

Appendices

APPENDIX A-1

Teachers' Salary Schedule – 2010-11 - 186 days

<u>Step</u>	<u>BA</u>	<u>BA+20</u>	<u>BA+30</u> <u>MA</u>	<u>BA+45</u> <u>MA+15</u>	<u>BA+60</u> <u>MA+30</u>
1	40842	42476	44111	45743	47374
2	42887	44517	46561	48193	49827
3	44972	46603	49015	50648	52278
4	47088	48719	51461	53095	54735
5	49254	50887	53960	55588	57219
6	51461	53095	56401	58041	59669
7	53709	55341	58897	60528	62166
8	55997	57624	61354	62983	64614
9	56438	59958	63840	65497	67107
10			66330	67964	69599
11			68775	70414	72048
12			71309	72953	74580

THIS IS A 1% INCREASE FROM THE PRIOR YEAR'S SCHEDULE.

Physical Therapy Assistants	80% BA	Information Systems Assistants	80% BA
Occupational Therapy Assistants	80% BA	Nurse	90% BA
Interpreters for the Hearing Impaired*	80% BA		

Salary is to be incremented based on years of service credit.

* Upon completion of an associate's degree in interpretation/communication/deaf studies who are assigned a position as a certified interpreter.

Leisure time instructors - \$20.45

High school completion/G.E.D. - \$22.47

All career-technical education professional staff who are annually authorized and not nor ever have been teacher certified, shall remain on the BA salary column. Their salaries will be incremented based on years of experience on the BA salary schedule up to step 9.

APPENDIX A-2

Teachers' Salary Schedule – 2011-12 - 186 days

<u>Step</u>	<u>BA</u>	<u>BA+20</u>	<u>BA+30</u> <u>MA</u>	<u>BA+45</u> <u>MA+15</u>	<u>BA+60</u> <u>MA+30</u>
1	41046	42688	44332	45972	47611
2	43101	44740	46794	48434	50076
3	45197	46836	49260	50901	52539
4	47323	48963	51718	53360	55009
5	49500	51141	54230	55866	57505
6	51718	53360	56683	58331	59967
7	53978	55618	59191	60831	62477
8	56277	57912	61661	63298	64937
9	56720	60258	64159	65824	67443
10			66662	68304	69947
11			69119	70766	72408
12			71666	73318	74953

THIS IS A .5% INCREASE FROM THE PRIOR YEAR'S SCHEDULE. If the cost of MESSA PAK insurance increases by 7% or less from the previous year, an additional .50% increase to the salary schedule will be given, when applicable, per a Memorandum of Understanding.

Physical Therapy Assistants	80% BA	Information Systems Assistants	80% BA
Occupational Therapy Assistants	80% BA	Nurse	90% BA
Interpreters for the Hearing Impaired*	80% BA		

Salary is to be incremented based on years of service credit.

* Upon completion of an associate's degree in interpretation/communication/deaf studies who are assigned a position as a certified interpreter.

Leisure time instructors - \$20.55
 High school completion/G.E.D. - \$22.58

All career-technical education professional staff who are annually authorized and not nor ever have been teacher certified, shall remain on the BA salary column. Their salaries will be incremented based on years of experience on the BA salary schedule up to step 9.

APPENDIX A-3

Teachers' Salary Schedule – 2012-13 - 186 days

<u>Step</u>	<u>BA</u>	<u>BA+20</u>	<u>BA+30 MA</u>	<u>BA+45 MA+15</u>	<u>BA+60 MA+30</u>
1	41251	42901	44554	46202	47849
2	43317	44964	47028	48676	50326
3	45423	47070	49506	51156	52802
4	47560	49208	51977	53627	55284
5	49748	51397	54501	56145	57793
6	51977	53627	56966	58623	60267
7	54248	55896	59487	61135	62789
8	56558	58202	61969	63614	65262
9	57004	60559	64480	66153	67780
10			66995	68646	70297
11			69465	71120	72770
12			72024	73685	75328

THIS IS A .5% INCREASE FROM THE PRIOR YEAR'S SCHEDULE. If the cost of MESSA PAK insurance increases by 7% or less from the previous year, an additional .50% increase to the salary schedule will be given, when applicable, per a Memorandum of Understanding.

Physical Therapy Assistants	80% BA	Information Systems Assistants	80% BA
Occupational Therapy Assistants	80% BA	Nurse	90% BA
Interpreters for the Hearing Impaired*	80% BA		

Salary is to be incremented based on years of service credit.

* Upon completion of an associate's degree in interpretation/communication/deaf studies who are assigned a position as a certified interpreter.

Leisure time instructors - \$20.65
 High school completion/G.E.D. - \$22.69

All career-technical education professional staff who are annually authorized and not nor ever have been teacher certified, shall remain on the BA salary column. Their salaries will be incremented based on years of experience on the BA salary schedule up to step 9.

APPENDIX B-1

TU\$COLA ISD \$CHOOL CALENDAR - 186 DAYS

<u>EVENT</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
FIRST DAY FOR TEACHERS/ PRESCHOOL CONFERENCE	August 31 (T)	August 30 (T)	August 28 (T)
IN-SERVICE DAY (COUNTY)	September 1 (W)	August 31 (W)	August 29 (W)
IN-SERVICE DAY (DISTRICT)	September 2 (TH)	September 1 (TH)	August 30 (TH)
LABOR DAY WEEKEND - NO SCHOOL	September 3-6 (F-M)	September 2-5 (F-M)	August 31-Sept 3 (F-M)
FIRST DAY FOR STUDENTS	September 7 (T)	September 6 (T)	September 4 (T)
FALL IN-SERVICE DAY (DISTRICT)	TO BE SCHEDULED	TO BE SCHEDULED	TO BE SCHEDULED
THANKSGIVING DAY	November 25 (TH)	November 24 (TH)	November 22 (TH)
THANKSGIVING VACATION	November 25-26 (TH-F)	November 24-25 (TH-F)	November 22-23 (TH-F)
CHRISTMAS VACATION	December 21 (T)	December 20 (T)	December 21 (F)
---begins at end of day---			
CHRISTMAS DAY	Saturday	Sunday	Tuesday
NEW YEAR'S DAY	Saturday	Sunday	Tuesday
SCHOOL RESUMES	January 3 (M)	January 3 (T)	January 2 (W)
NO SCHOOL - PRESIDENT'S DAY (Possible Make-Up Snow Day)	February 21 (M)	February 20 (M)	February 18 (M)
SPRING IN-SERVICE DAY (DISTRICT)	TO BE SCHEDULED	TO BE SCHEDULED	TO BE SCHEDULED
EASTER SUNDAY	April 24	April 8	March 31
NO SCHOOL	April 22-25 (F-M)	-----	-----
SPRING BREAK	April 1 (F)	March 30 (F)	March 28 (TH)
---begins at end of day---			
SCHOOL RESUMES	April 11 (M)	April 10 (T)	April 8 (M)
MEMORIAL DAY	May 30 (M)	May 28 (M)	May 27 (M)
LAST DAY FOR STUDENTS	June 14 (T)	June 12 (T)	June 7 (F)
LAST DAY FOR TEACHERS - RECORDS DAY	June 15 (W)	June 13 (W)	June 10 (M)
<hr/>			
STUDENT DAYS -	180	180	180
TEACHER DAYS -	186	186	186

APPENDIX B-2

TU\$COLA I\$D EXTENDED \$XI/\$CI \$UMMER CALENDAR

Summer 2011

June 15-16

June 20-22

June 23 (Records Day)
(no students)

July 11-13

July 18-20

August 8-10

August 15-17

August 22-24

Summer 2012

June 13-14

June 18-20

June 21 (Records Day)
(no students)

July 9-11

July 16-18

August 6-8

August 13-15

August 20-21

Summer 2013

June 10-12

June 17-18

June 19 (Records Day)
(no students)

July 8-10

July 15-17

August 5-7

August 12-14

August 19-21

Summer workdays listed are extra workdays and will be filled in accordance with the Master Agreement. Every attempt will be made to adhere to the calendar as it is posted/listed, but summer days may be adjusted if necessary.

APPENDIX B-3

TUSCOLA ISD HP'S PRESCHOOL SCHEDULE

Preschool Teachers Work Normal 186-Day Schedule With the Exception of:

<u>2010/11</u>	<u>2011/12</u>	<u>2012/13</u>
September 24 -----	September 23 November 18	September 21 -----
February 25	February 24	February 22
March 25	March 23	March 22
April 29 -----	-----	-----
May 27	May 25	May 24

These non-workdays are made up during the summer schedule shown below.

SUMMER WORK SCHEDULE

<u>Summer 2011</u>	<u>Summer 2012</u>	<u>Summer 2013</u>
June 15-16	June 13-14	June 10-12
June 20-22	June 18-20	June 17-18
June 23 (Records Day)	June 21 (Records Day)	June 19 (Records Day)
July 11-13	July 9-11	July 8-10
July 18-20	July 16-18	July 15-17
August 8-10	August 6-8	August 5-7
August 15-17	August 13-15	August 12-14

Except for the 4 or 5 make-up days, summer workdays listed are extra workdays and will be filled in accordance with the Master Agreement. Every attempt will be made to adhere to the calendar as it is posted/listed, but summer days may be adjusted if necessary.

APPENDIX C

PROFESSIONAL ENHANCEMENT GUIDELINES

April 20, 1990

Expectations

1. Based on the premise that all students can learn, individual growth can be maximized by setting high expectations for each student.
2. Goals should be established and reviewed on a regular basis by each department.
3. Staff utilizes time-on-task effectively and will continue to review and evaluate methods of increasing educational opportunities.
4. As professionals, the need is ever present to respect the students and parents by constantly being aware of the need for confidentiality.
5. Efforts to serve the local community and to participate in public presentations are encouraged and appreciated.

Peer Relationships

1. Positive, open communication among the total staff is important for the growth of successful relationships.
2. The diversity of roles and duties should be appreciated and respected.

Attitudes

1. Problem solving provides for the expression of concerns and encourages the sharing of possible solutions.
2. Efforts should be made to express the positive accomplishments of students, staff, and programs.

Flex-Time

1. Time schedules shall be primarily established by the teacher in concert with his/her direct supervisor. The teacher is responsible to fulfill the minimum time requirements in an effort to assure that individual contract requirements are met. Staff reporting to off-campus sites shall make arrangements by communicating with the appropriate person at the site.
2. Staff assigned to HPS and TASC should report no less than twenty (20) minutes before classes begin nor leave sooner than fifteen (15) minutes after classes are dismissed.

Dress

1. Staff is encouraged to dress in a manner that enhances the public perception of the teaching profession.
2. Staff is encouraged to dress for special events appropriate to the activity.
3. The wearing of smocks, lab coats, and shop coats are appropriate to those areas where soiling is a common practice.



Tuscola Intermediate School District

A commitment to serve . . . a promise to educate.

ADMINISTRATION

Carol L. Socha
Superintendent

Gene W. Pierce
Assistant Supt.
Career/Technical Ed.

James N. Walker
Assistant Supt.
Special Ed.

BOARD OF ED.

James Welke
President

Nancy Laethem
Vice President

James Brown
Secretary

Dean Nichols
Treasurer

Charles Squires
Trustee

MEMORANDUM OF UNDERSTANDING
between
TUSCOLA INTERMEDIATE BOARD OF EDUCATION
and
TRI-COUNTY BARGAINING ASSOCIATION, MEA-NEA

The parties hereby agree to allow Kathy Daniels to serve on the MEA Board of Directors under the following terms and conditions:

During the 2010-11, 2011-12, and 2012-2013 school years, up to 10 days of absence per year will be allowed. The District will be paid at the effective substitute teacher rate for the days used. Additional days, if approved, will be covered under Section 12.9 of the Master Agreement.

No precedence or past practice shall be established as a result of this agreement.

The Parties hereby agree:

For the BOARD OF EDUCATION:

Carol L. Socha, Superintendent

11-1-10
Date

For the ASSOCIATION:

William Shoop, TIEA President

10-6-10
Date

EMPLOYEE:

Kathy Daniels

9-30-10
Date

Charles Hancock, TCBA President

10-15-10
Date

1385 Cleaver Road, Caro, MI 48723 ♦ PHONE 989-673-2144 ♦ FAX 989-673-5366

Please visit us at www.tisd.k12.mi.us

In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990, it is the policy of the Tuscola Intermediate School District that no person shall, on the basis of religion, race, color, national origin, sex, disability, age, marital status, height, weight, arrest record, and familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program or activity or employment. Inquiries regarding this policy should be directed to the Tuscola ISD Superintendent, 1385 Cleaver Road, Caro, Michigan 48723, 989/673-2144.

APPENDIX E

MEMORANDUM OF UNDERSTANDING
between
TUSCOLA INTERMEDIATE BOARD OF EDUCATION
and
TRI-COUNTY BARGAINING ASSOCIATION, MEA-NEA

In an effort to reduce layoffs and save jobs, the Tuscola Intermediate School District will agree to allow staff retiring after July 1, 2010 to return to work for TISD part time. Beginning with the 2010-2011 school year, both parties agree to the following conditions for those employees who return to work to earn up to 1/3 of their final average compensation at retirement:

1. Returning employees would maintain their seniority for up to five years.
2. Because returning employees would maintain their seniority, Article 19, Reduction of Staff and/or Reassignment of Staff will remain in place.

This agreement would expire at the end of the 2015-2016 school year.

The Parties hereby agree:

For the BOARD OF EDUCATION:

For the ASSOCIATION:

James M. Socha (for Carol Socha)

Carol Socha, Superintendent

Kathy Daniels

Kathy Daniels, TIEA President

5/27/10
Date

5-26-10
Date

Charles Hancock

Charles Hancock, TCBA President

5/26/10
Date

References

REFERENCE 1

**USE OF PERSONAL DAYS
TIEA EMPLOYEES**

Date _____

NAME _____ ASSIGNMENT _____

I hereby notify the administration that I will be utilizing _____ day(s) of my allotment of personal days. I have used _____ days(s) so far this year. The date(s) of the personal leave is/are: _____

_____/_____/_____.
This form is in accordance with the provisions of Article 12.6 of the current collective agreement.

12.7 4) Three (3) days for personal leave per year may be used with 48 hours advance notice to the immediate supervisor. No more than three (3) teachers per building on any day.

Signature of TIEA Employee

FOR OFFICE USE:

Date Received by Supervisor

Supervisor's Response:

- The above date(s) for personal leave have met all the conditions itemized above.
- The above date(s) have not met the conditions.
- The conditions are hereby waived due to an emergency.

Signature of Supervisor

Date

REFERENCE 2-1

TUSCOLA INTERMEDIATE SCHOOL DISTRICT Official Grievance Report Form

*ADMINISTRATION: date
you received at your level:*

Page 1

Grievance No. _____

INSTRUCTIONS: Fill out this form in its entirety!!
Be as specific as possible. Be sure of dates, times, and places.
This page is filled out only to initiate the official formal grievance procedure, but should be attached at every level with all prior dispositions.

Grievant: _____ Date of Filing _____

Assignment: _____ Building _____

A. Date alleged grievance occurred: _____

B. Statement of alleged grievance (cite sections of Master Agreement that have been violated, misinterpreted, or misapplied):

C. Relief Sought: _____

This grievance is being initiated
at Level _____ and is being
filed with

(name)

Signature of Grievant

Date

Signature of Association Rep.

Date

Distribution of Form

Level 2 - File with Immediate Supervisor & Association. Copy to Asst. Superintendent.

Level 3 - File with Asst. Supt. & Association. Copy to Principal/Supervisor.

Level 4 - File with Superintendent & Association. Copy to Asst. Superintendent.

REFERENCE 2-2

TUSCOLA INTERMEDIATE SCHOOL DISTRICT Official Grievance Report Form

*ADMINISTRATION: date
you received at your level:*

Page _____

Grievance No. _____

INSTRUCTIONS: This form is multi-purpose and will be used at all levels of the procedure. Sections A, B, C, & D are to be filled out by the Administrator/Supervisor. Sections E and/or F by the Grievant or Association. Section E if the grievance is to proceed and Section F if the grievance is settled.

STEP/LEVEL _____

- A. Date Received by Administrator/Supervisor: _____
- B. Date of Meeting with Grievant and/or Association Representative: _____
- C. Person(s) in attendance at this meeting: _____

- D. Disposition of Administrator at this STEP/LEVEL (May make attachment).

Signature of Administrator/Supervisor

Date

- E. Position of Grievant and Association: _____

F. Grievance is SETTLED.

Distribution of Form

- 1. Immediate Supervisor
- 2. Principal/Supervisor
- 3. Asst. Superintendent
- 4. Superintendent
- 5. Association - original
- 6. Grievant

Signature of Grievant

Date

Signature of Association Rep.

Date