

MASTER AGREEMENT

between

The Board of Education

Of

Taylor School District

&

**Taylor Association of Central Staff
Administrators
(TACSA)**

**Teamsters State, County and Municipal
Workers Local 214**

February 14, 2013 – June 30, 2016

OFFICIAL COPY

Taylor Board of Education

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John Reilly, President

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(At time of ratification)

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(At time of printing)

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ARTICLE I
CONDITIONS OF MASTER AGREEMENT

A. STATEMENT OF AGREEMENT

This agreement is made and entered into as of the first day of JUNE 27, 2005 by and between the Board of Education of the Taylor School District, hereafter referred to as the Board, and the Taylor Association of Central Staff Administrators, (TACSA), Local 214, Teamsters State, County, and Municipal Workers, hereafter referred to as the Union.

B. PURPOSE

The TACSA Union represents the central staff administrators whose positions are indicated below in paragraph C. The purpose of the Union is to bargain collectively for wages, benefits, and conditions of employment for its members and to support its members in the event of contract disputes and grievances.

C. RECOGNITION

The Board recognizes the Union (TACSA) as the exclusive bargaining representative, as defined in Section II, Act 379, Public Act of 1965, State of Michigan, for the administrators holding the following positions:

- Director of Athletics
- Director of Pupil Accounting
- Director of General Accounting
- Director of Operations
- Director of Media Services and Technology
- Director of Purchasing/Accounting/Insurance
- Director of Special Education
- Director of State and Federal Programs
- Director of Vocational Education
- Director of Food Services
- Director of Warehouse
- Director of Fleet Maintenance
- Director of Facilities and Operations
- Director of Transportation Services
- Computer/Network Coordinator
- Director of Informational Technology
- Director of Payroll
- Assistant Director of Facilities and Operations
- Coordinator of Printing/Graphics
- Director of Financial Services
- Director of Security
- Coordinator - Financial Services
- Assistant Director of Special Education
- Assistant Director of State & Federal Programs
- Coordinator of School Improvement #1
- Coordinator of School Improvement #2
- Coordinator of School Improvement #3
- Coordinator of School Improvement #4
- MEAP/Proficiency Testing Coordinator

D. DEFINITION AND SCOPE

The Union represents those central staff administrators who hold titles of director, assistant director, and coordinator, or similar titles, provided that:

1. Positions in the areas of instruction and the educational process will require a degree, teaching certification, specialized certification if appropriate, and training in the area of specialization.
2. Positions not requiring teacher certification carry management responsibilities and require experience and/or training in the area of specialization.
3. The position requires that no member of this Union shall be engaged as a representative of the Board of Education in collective bargaining with this Union.

E. PROFESSIONAL APPOINTMENTS

It is understood that the Board of Education and the school administration wish to have every administrative position filled by a qualified professional administrator.

F. WORKING CONDITIONS

1. A clearly established copy of the organizational chart will be provided. It will indicate lines of authority, responsibility, and upward communication channels.
2. The administrator/supervisor should initiate upward communications with the Superintendent according to the staff or line chart. They reserve the right to appeal, but only after having exhausted the primary step to their immediate supervisor. Also, the administrators/supervisors should communicate to their superiors the attitudes, opinions, ideas and suggestions of their professional subordinates.
3. District operating procedures should clearly point out that all administrators work for the Superintendent and take their direction from that office according to the staff or line chart.

G. UNION SECURITY

The Employer and the Union agree that the Union's duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administration of this collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the Union and pay dues required of members or agree to pay a service fee in an amount determined by the Union. A service fee will be deducted from the paychecks of persons who fail or refuse to do either. This section describes the process used to accomplish these goals. This agreement is made to reflect the parties' mutual goals of labor peace and bargaining unit continuity which both parties acknowledge to be valuable to each of them.

1. Promptly after approval of their hiring, the Union will be notified of the name(s) of each person newly employed by the Employer who will be assigned to a position in this bargaining unit. The Union will present the notice attached as exhibit one to such person. The employee will have 14 calendar days to decide whether to become a Union member or pay a service fee.
2. The service fee will be deducted from the compensation of any person who fails or refuses to either become a Union member, approve deduction of a service fee or pay a service fee ("the Non-Payer"). The employer will deduct dues or service fees from the paychecks of persons who have agreed to such deductions or who have not responded to a request for election as described here. Dues or service fees will be withheld on the schedule approved by the employee. Employees may have dues or service fees deducted from each paycheck, quarterly or annually. Quarterly or annual deductions will be taken in advance (in the case of annual deductions) from the first full paycheck of the school year or (in the case of quarterly deductions) from the first paycheck of each quarter.
 - a. The parties acknowledge that involuntary deduction of the service fee is a sanction that is less harmful to educational continuity than discharge.
 - b. Notwithstanding the same, in the event that section 2 above is found to be unenforceable by a court or agency of competent jurisdiction from which appeals have been exhausted (or the time to appeal has expired), then the parties shall utilize the process which follows:
 - i. The Union will notify the Employer of the name of any person(s) who have failed or refused to either join the Union or to pay or arrange for payment of a service fee.
 - ii. The Employer will forthwith notify the individual employee that he or she is subject to discharge for the failure or refusal to either join the Union or to pay or arrange for payment of a service fee.
 - iii. The individual employee shall have 14 days from the date of the notice to either join the Union or to pay or arrange for payment of a service fee.
 - iv. The Union will notify the Employer of the name(s) of any individual employee who has failed either to join the Union or to pay or arrange for payment of a service fee despite the proffer of the notice described above.
 - v. Not later than 7 days following the notice to the Employer from the Union, the Employer shall discharge the individual employee(s) from employment and shall not reemploy the individual as an employee nor engage them or a successor for contracted service.
 - vi. Notwithstanding the foregoing, the individual employee(s) may be reemployed in the event that, at the time of hire, they either join the Union or to pay or arrange for payment of a service fee.
3. A union member or service fee payer may pay either dues or service fees directly to the Union in such a manner, in on such a schedule, as the Union may approve.
4. The Union will determine the amount the service fee in accordance with prevailing law. Presently, the law permits the Union to allocate its expenses as chargeable to non-chargeable based on their relationship to negotiation and

enforcement of the collective bargaining agreement. The Union, alone, will determine the amount of the service fee to be deducted. The Employer may request, and receive, information explaining which fees or expenses the union has determined to be chargeable to service fee payers.

5. This agreement may be enforced via the grievance procedure or, at the Union's sole option, through an action in the Circuit Court without prior exhaustion of the grievance procedure.
6. Fees shall not be deducted during the pendency of any Objection that any Non-Payer may have properly initiated under the Union's Process for Resolution of Objections; it may be invoked 14 days after the conclusion of termination of the process for resolution of any Objection.
7. The Union will provide the Employer with a copy of its Process for Resolution of Objections, and any changes to the Process.
8. The Union shall defend, (including the negotiation of any voluntary settlement) indemnify and hold harmless the TAYLOR SCHOOL DISTRICT, its members and its employees from claims made with regard to this agreement provided that the Union shall be promptly notified of any such claim and shall be entitled to provide counsel of its choice, at the Union's expense and provided further that the TAYLOR SCHOOL DISTRICT shall cooperate in the defense or resolution of the claim.

DURATION

1. This agreement is effective immediately upon ratification by the last party and shall continue in effect until July 1, 2023 and binds the parties and their successors.
2. This agreement is understood to be a collective bargaining agreement separate and distinct from the agreement establishing, among other matters, wages, hours and working condition. That agreement, and its successors, shall be in effect according to its terms.
3. It is the mutual objective of the parties to recognize this agreement throughout the entire of the stated duration. In the event that a court or agency of proper jurisdiction, from which all appeals have been exhausted or waived, finds the duration to be unenforceable, this agreement shall survive and remain in effect for the longest duration found reasonable.
4. This agreement supercedes ARTICLE I SECTIONS G & H of the parties' collective bargaining agreement DATED April 7, 2009-June 30, 2010 while this agreement remains in effect. ARTICLE I SECTIONS G & H shall become immediately effective enforcement of this agreement is either temporarily or permanently precluded.

H. DURATION

This agreement shall remain in full force and effect from date of ratification (February 14, 2013), through June 30, 2016 and that the other contract changes shall go into effect upon ratification of both parties.

I. REOPENER

At least ninety (90) calendar days prior to the expiration of this agreement the parties shall begin negotiations for a new agreement, covering wages, benefits, hours, terms and conditions of employment of Union as defined above and employed by the Board.

Upon the showing of good cause, and by mutual consent, negotiations may be convened by the negotiating teams for the Board and the Union prior to the established time limit.

J. MEETINGS

Representatives of the Board and the Union shall meet upon the request of either party, to discuss matters of mutual concern. The time, place and agenda shall be mutually agreed upon prior to such a meeting.

K. AGREEMENTS CONTRARY TO LAW

If any provisions of this agreement shall be found contrary to law, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions hereof shall continue in full force and effect.

L. DEFINITIONS

1. Administration:

Shall refer to the Superintendent and the entire administrative staff.

2. Assistant Director:

The chief assistant of a major department, with the authority to act in the Director's absence.

3. Board:

Shall refer to the Board of Education only.

4. Coordinator:

An administrator who is responsible for a component, office, program or support service.

5. Designee/s:

Shall include those parties so authorized to act in place of the Board or the Superintendent.

6. Director:
Chief administrator of a major department with responsibility for the staff, budget and operation of that department.
7. Immediate Family:
Shall include husband, wife, children, mother, father, sister or brother, in-laws, legal guardian or wards of the court, foster parent, grandparents, or any dependents as described by the Internal Revenue Department for tax purposes.
8. Member:
Individual covered by this Agreement who pays dues or agency shop fee to TACSA Teamsters, Local 214.
9. Parties:
Shall mean the Employer, the Board of Education, School District and the Union.
10. School:
Any work location or functional work division.
11. Superintendent:
Shall include only that person and not his designees.
12. Seniority:
Seniority, except for "administrative seniority", shall mean system seniority and shall be counted as years of uninterrupted service with the Taylor School District. Leaves of absence for advanced study, sabbatical leave, parental leave, mental and physical illness, family illness, and general leave shall accrue seniority limited to a maximum of one year for each leave.
13. Per diem rate:
The total contracted salary, including longevity, and educational increments divided by the number of work days stipulated for the position. This rate shall be used in calculating severance pay or in reimbursement for unused vacation and annual leave.
14. TACSA:
In all contract wording, TACSA shall be referred to as the Union and vice-versa.

15. Union:

Teamsters State, County, and Municipal Workers, Local 214.

16. Vacancy:

Vacancy shall refer to any TACSA position that involves an opening created by

- a. death, promotion, resignation, retirement, etc., OR
- b. a newly created position.

ARTICLE II
CONDITIONS OF EMPLOYMENT

A. STAFFING METHODS AND PROCEDURES

1. When new administrative positions and/or combinations of existing positions are created by the Board of Education within the TACSA unit, the Superintendent (or his designee) shall notify the Union and shall promptly meet with the Union negotiating team to negotiate wages and other working conditions not covered by the present Agreement. Once a position is established it will be considered a vacancy. The Board shall fill the position upon its establishment, and any wage adjustments shall be retroactive to the initial starting date of the administrator in the position.
2. The Board shall meet with TACSA representatives to discuss establishing, changing, combining, or discontinuing job classifications. The two parties will also meet in situations involving prescribing and assigning job duties, content of classifications, or to prepare job descriptions and alter those decisions as necessary. Final decisions about these issues rest with management.
3. In the event that two or more persons apply for the same position within the TACSA unit, then a letter of explanation, if requested, will be given to those who failed to receive the appointment.
4. The Board and the Union agree that all positions within the TACSA unit shall be staffed by the most competent and qualified persons. The Union also agrees the Board shall have the right to make final decisions on the staffing of all positions covered by this agreement by any of the methods and procedures set forth in this agreement.
5. In the event that there are two individuals who are the most qualified and equally competent for the positions, the applicant who possesses the greatest number of years of service within the Taylor School district will be given preference in the awarding of the position by Board.
6. The Board shall have the right, at any time, to staff any position covered by this agreement, on a temporary or emergency basis for a period not to exceed ONE YEAR unless there is a mutually agreed upon duration.
7. All permanent vacancies involving promotion or transfers within the bargaining unit which are to be filled shall be advertised in the following manner:
 - a. A job posting announcing the permanent vacancy, including job title and a brief description of the duties and functions shall be posted and circulated.
 - b. TACSA Executive Board will be contacted and have access to all TACSA postings seven (7) working days before a posting is released.

- c. Any employee believing to be qualified shall file a written notice of such interest in the position within ten (10) working days of the posting date.
8. Should a vacancy occur in TACSA and a TACSA bargaining unit member in that division has been on layoff for not more than the length of service as an Administrator or three (3) years, whichever is less, the vacancy shall be posted within that division and the laid-off member and other persons currently in that division shall have the right to make application. Upon the question of qualifications, the Taylor School District shall retain the exclusive right to determine the competency of any applicant. For purposes of this provision, there shall be two divisions - certified and non-certified. The Superintendent's decision shall be final and shall not be the basis of a grievance.
9. Layoffs and reductions shall not occur as a result of language in other Taylor School District bargaining unit contracts.

B. LENGTH OF RECALL RIGHTS

TACSA members shall have recall rights to the position from which they were placed on layoff status for a period of not less than one (1) year, or the length of service in that position. It is further provided that in no event shall a TACSA member have more than three years of recall rights from a layoff status.

C. REASSIGNMENT TO ANOTHER POSITION

1. Voluntary Transfer

A transfer is a change in a bargaining unit position laterally or downward. Request for transfers must be in writing, giving the reason for the request, the position requested, and administrator's qualifications. Such requests are to be submitted to the Superintendent or designee and renewed annually if they are to remain active. A member of the Union may, at anytime, voluntarily seek a teaching assignment or, in the case of non-certified in this unit, any other post for which they are qualified, upon providing a written, sixty (60) day notice to the Superintendent or designee and a copy to the Executive Director of Human Resources.

2. Involuntary Transfer

The changes in assignment shall only be made for good cause as determined by the Superintendent. Such changes shall be discussed with the Union prior to implementation. Salary and benefits shall be as set forth in Section L, Paragraph 8.

3. Temporary Assignment

A temporary appointment may be made by the Superintendent to fill an administrative position in TACSA. If the temporary assignment exceeds ONE

YEAR, the position shall be posted, unless there is a mutually agreed upon extension. In the event a TACSA administrator is appointed to the temporary position, his/her temporary status in the position shall not exceed ONE YEAR. The Superintendent and the Union shall meet to discuss wages, hours and working conditions relevant to the change. If the temporary assignment exceeds ONE YEAR, the temporary assignment shall become permanent, unless there is a mutually agreed upon extension.

4. Reassignment

TACSA administrators in the school district shall retain all years of experience earned as an employee in the district, and these total years shall apply to district wide seniority.

5. Reduction or Change in Force

In the event that it becomes necessary to either temporarily or permanently eliminate the position of one of the members of this Union due to fiscal cutback and/or organizational change, the member shall be recalled to the same position subject to Article 2, Section B, should such a position be reinstated, and suffer no loss of seniority rights due to job interruption provided that at such time the qualifying criteria can be met and said person has not retired, resigned or accepted another position outside of the Taylor School District except as a result of the lay off. Should the member decide against reassuming his/her previous position, the position shall be considered vacated and thus be filled according to the normal posting and personnel procedures.

D. ADMINISTRATIVE SENIORITY

Administrative seniority is based on the total number of years of all administrative experience in the District.

An administrator's seniority list will be provided. In the event of a tie (tie meaning two or more administrators being appointed at the same board meeting), the administrator with the greatest total seniority in the District will be granted higher seniority.

E. PROBATIONARY PERIOD

It is hereby understood and agreed that all new administrators in the unit shall serve a probationary period of TWO (2) calendar years from the date of appointment. Said administrators shall be evaluated during the probationary period. A person hired after January 1, shall serve an initial term for the duration of that school year plus two (2) additional full school years. Such persons are subject to non-renewal pursuant to MCR 380.1229.

1. The performance of all probationary administrators shall be evaluated. Evaluations shall include the following criteria:

- a. Job duties, functions and responsibilities.
 - b. General characteristics applicable, such as educational leadership, professional growth, human relations, cooperation, fiscal management, communication skills, dependability and enthusiasm, attendance, participation in meetings, committees, etc., community relations, routine administrative responsibility and such other items that will be of assistance in determining the merits/worth of an administrator.
2. The probationary administrator evaluation shall be prepared by the immediate supervisor and copies presented to the Executive Director Human Resources and Labor Relations and the probationary administrator, sixty (60) days prior to the end of the probationary period. Each of the above will submit the evaluation, with written endorsement or comment to the Superintendent within thirty (30) days. Evaluation tool and rubric will be decided upon by TACSA and TSD Administration or as determined by law.
 3. An administrator shall be required to serve only one (1) probationary period as a Taylor administrator in a given position with the bargaining unit.

F. REVIEW OF PERSONNEL FILES

1. Each administrator shall have the right, upon request, to review the contents of his/her personnel file maintained at the administration building. A representative of the Union may, at the administrator's request, accompany the administrator in this review. The review shall be made in the presence of the central administration personnel responsible for the safekeeping of these files. If the administrator does not have a copy, the employer shall reproduce for the administrator one copy of any material requested from such files.
2. The administrator shall have an opportunity to read all material placed in his/her personnel file. The administrator shall acknowledge that he/she has read and received a copy of such material by affixing his/her signature and date on the actual copy to be filed with the understanding that such signature merely signifies that he/she read the material to be filed and does not necessarily indicate agreement with its contents.
3. The administrator shall have the right to answer any material filed and his/her answer shall become a part of the file copy.
4. A copy of all communications, including evaluations, commendations, and validated complaints directed toward the administrator which are to be included in the personnel file, shall be given to the administrator.
5. When an administrator leaves the District he/she has the right to review his/her file and the Superintendent or his/her designee may remove any adverse material if such adverse complaints have been corrected. Adverse material in this case would be reprimands, parent complaints, student complaints, rebuttals and anything of like nature.

6. No material relating to an administrator's personal life which is unrelated to his/her work or position shall be placed in his/her personnel file.
7. Records of grievances filed shall not be included in the administrator's personnel file.
8. All information in the administrator's file shall be kept confidential and shall be available only to authorized administrative personnel, except as otherwise provided under applicable law.

G. ADMINISTRATIVE EVALUATIONS

All bargaining unit employees will be evaluated on an annual basis by the person to whom they report, provided nothing herein shall prevent the Superintendent of Schools from designating a second central office administrator from performing an additional evaluation. The evaluation form will be developed with input from the Union. Any substantive change in the evaluation instrument shall be discussed with the Union prior to being implemented by the Superintendent. Evaluation tool and rubric will be decided upon by TACSA and TSD Administration or as determined by law.

H. BUDGETS

Departmental and program budgets shall be developed and amended by the Union member(s) involved in the administration of those budgets, in cooperation with the business office and under the fiscal policies set forth by the Board of Education, the Superintendent, and the funding agencies. Working budgets shall be provided to the director concerned, within thirty (30) days after Board approval of said budget, and not be amended without consultation with the director charged with the management of the budget. Monthly budget reports shall be sent to the director of each department.

I. PERSONNEL ACTIONS

Union member(s) will be consulted prior to personnel actions concerning staff assigned to their departments. Directors shall be involved in the interviewing of all applicants for posted positions in their department. In the event that a director's position is being filled, a director from another department will be involved in the interviewing of all applicants.

J. PROFESSIONAL LIABILITY

1. Any administrator who is complained against and/or made a defendant in a criminal or civil proceeding by reason of any administrative action which he/she has taken shall be provided legal counsel by the Board and given all necessary assistance in his/her defense.
2. Time lost by an administrator in connection with any incident mentioned in this article shall not be charged against the administrator.

3. Any case of assault upon an administrator shall be promptly reported to the Superintendent or his/her designated representative. The Board will provide legal counsel to advise the administrator of his/her rights and shall render all reasonable assistance to the administrator in connection with the handling of the incident by law enforcement and judicial authorities.
4. TACSA administrators shall be covered under the District's comprehensive general liability policy or other appropriate liability policies up to \$5,000,000 in coverage for each occurrence.

K. COMPLAINTS AGAINST ADMINISTRATORS

When complaints or charges are made against an administrator, the administrator shall be promptly notified and if the complaint is in writing, the administrator shall be given a copy of the complaint. The administrator shall be permitted to answer the complaint in writing or to request a hearing before the Superintendent. Any requests involving a hearing on the matter which comes from Superintendent or Board shall permit the administrator to have representation of his/her choice.

L. CONTRACTS

1. Each administrator shall be given an individual contract of employment in the form attached hereto as Appendix D, E, and F.
2. New administrators in the bargaining unit shall serve a probationary period of two (2) calendar years from the date of appointment as set forth in Article II, Section E. Probationary administrators shall be given one (1) year probationary contracts of employment, provided, however, an administrator employed after January 1, shall serve an initial term for the duration of the school year plus two (2) additional full school years. Administrators with seniority shall be given a two (2) school year contract of employment. The notification provision in Paragraph 9 below shall be given at least sixty (60) days prior to the completion of the second year and thereafter, said employees will be on a rolling two-year individual contract.
3. During the term of this collective bargaining agreement, the individual administrator's contract of employment shall be subject to, and incorporate by reference, the provisions of this Agreement.
4. An administrator shall not be granted tenure as an administrator or in any administrative capacity and the individual contracts of employment shall so provide.
5. At any time during the term of an administrator's probationary contract of employment, the administrator may be reassigned or his/her contract of employment may be terminated, and the administrator may be returned to the appropriate bargaining unit as set forth in said bargaining unit contract, and no

grievance shall arise nor shall such action of termination be considered a breach of this Agreement or a breach of the administrator's individual contract of employment.

6. During the term of an administrator's two (2) year employment contract (and the initial two-year employment contract set forth in Paragraph 2 above), the contract of employment shall not be terminated, except for just cause for an employee who is not certificated as defined in the Teacher Tenure Act, being MCL 38.71 *et. seq.*, or for a reason which is arbitrary or capricious for an employee who is certificated as defined in the Teacher Tenure Act. Employees may also be laid off in a reduction or change in force as set forth in Article II, Section C.5.
7. The assignment and/or reassignment of an administrator to other administrative positions in the bargaining unit shall be at the discretion of the Superintendent of Schools and shall not be the basis of a grievance, nor shall such action be considered a breach of this agreement or a breach of the individual contract of employment.

The reassignment of an administrator during the term of his/her individual contract of employment shall be preceded by:

- a. At least thirty (30) calendar days notice of the reassignment. If written notice is not given, then reassignment will occur through negotiations with the Union.
- b. A meeting of the Superintendent or his/her designee, the director of the affected classification and the transferee, will be held to discuss position responsibilities.

If requested by the reassigned administrator or by the Union, the Superintendent, or his/her designee, will provide written communication setting forth the rationale for the transfer.

8. If the administrator does not consent to his/her reassignment, and the building administrator is not in a period of probation, and the reassignment is during the term of a two (2) year employment contract as set forth in Paragraph 2 above, the salary of the assigned administrator to another administrative position shall either be at the same rate as his/her present assignment or the rate of his/her new assignment, whichever is higher, for the balance of the term of his/her individual contract of employment. Following expiration of the contract of employment, the administrator shall be paid the salary applicable to the reassigned position.
9. An administrator having a two (2) year individual seniority contract of employment will be notified by the Superintendent of Schools as least sixty (60) calendar days prior to the completion of the first year of his/her current two (2) year contract if his/her individual contract of employment will not be extended for an additional one (1) year. In the absence of a negative evaluation being filed with the Personnel Office by May 1st of each contract year, the administrator's individual contract of employment will be automatically extended one (1) year

and, accordingly, a new two (2) year individual contract will be issued where the second year in the previous contract becomes the first year in the succeeding contract.

In the event a negative evaluation results in the Superintendent of Schools notifying the administrator that his/her individual contract will not be extended, then the Superintendent of Schools or his/her designee, shall offer reasonable assistance to the administrator in correcting any alleged inadequacies.

10. Without regard to, and notwithstanding any other provisions of this collective bargaining agreement, the school District's Board of Education shall have no obligation to renew any administrator's individual contract of employment, nor shall the District be obligated to employ an administrator in any administrator position at the expiration of said individual contract and such action of non-renewal shall not be the basis of a grievance nor shall such action constitute discipline, discharge or a demotion or constitute a breach of any provision of this agreement or the individual contract of employment, provided, however, the Board's decision of non-renewal shall be preceded by the following:
 - a. The Superintendent shall notify the Board of Education that non-renewal of contract is being recommended.
 - b. The Board of Education shall review and act upon the recommendation of the Superintendent.
 - c. Board shall notify the administrator of its decision that it is considering non-renewal and provide the administrator with a written statement of the reasons for such contemplated action at least ninety (90) calendar days prior to the expiration of the administrator's contract.
 - d. In cases of contemplated non-renewal, the administrator shall have the right to a meeting before the Board of Education in open or executive session upon his written request being made to the Superintendent of Schools within ten (10) calendar days after receiving notice of the Board's contemplated action. Such meeting shall take place within thirty (30) calendar days of notice to the administrator by the Board of Education of its original contemplated action.
 - e. If a meeting is timely requested, the Board of Education shall establish a reasonable time and place for the meeting.
 - The right to counsel by the administrator and the Board of Education is affirmed.
 - After termination of the meeting, the Board of Education, through the Superintendent, shall notify the administrator in writing of its decision at least sixty (60) days prior to the contract termination.
 - f. As provided in MCL 380.1229_a notification of non-renewal of contract of a person may be given only for a reason that is not arbitrary or capricious.
 - g. Failure to provide for a meeting with the Board or the finding of a court that the reason for non-renewal is arbitrary or capricious, shall result in the renewal of the administrator's contract for an additional one (1) year period.

11. No part of Article II, Section L shall be subject to negotiations for a period of six (6) years from the date of ratification of this agreement.

M. WORK STATION

In order to perform their duties effectively, Union administrators will be provided offices and equipment suitable to the function of their positions. On a year-round basis, offices will be clean, safe, well-maintained, adequately lighted, ventilated, heated and air-conditioned. Furnishings will be adequate and appropriate. Telephones and office equipment will be adequate. Adequate provisions shall be made for providing administrative parking spaces near individual work stations. Every attempt will be made to provide secretarial assistance to the administrator for the support of his/her duties and/or assignments. In this regard, secretarial substitutes will be provided on the first day of absence for a one-secretary operation and the second day in all others.

N. GRIEVANCE PROCEDURE

A grievance shall be defined as an alleged violation in application or interpretation of this agreement filed by either an authorized representative, or an employee of this bargaining unit.

1. The term "administrator" may include a group of Union administrators as defined in Article I (recognition clause) of this Agreement who are similarly affected by a grievance.
2. The term "days" where used in this section, shall mean working days.
3. Any grievance filed by a member of this bargaining unit shall be filed within thirty (30) working days of the alleged violation.
4. Time limits established at the various steps in the grievance procedure may be extended by mutual written consent.
5. If mutually scheduled conferences or hearings under this grievance procedure are conducted during working hours, the grievant and Union representative shall be released to attend such hearings or conferences without loss of pay.
6. Each conference conducted under the grievance procedure shall be conducted as a private conference and attendance at such a conference shall be restricted to those persons requested by the parties to participate in the resolution of the grievance and the assigned Union representative.
7. Failure at any step of the grievance procedure to communicate the District's decision within the specified time limits shall permit the Union to appeal the grievance to the next step of the grievance procedure within the time limit allocated for appeal.

8. A grievance may be withdrawn at any level without prejudice. No reprisals of any kind shall be taken by or against a Union participant in the grievance procedure for reason of such participation.
9. No grievance concerning wages or any other economic benefits will be considered for more than one hundred eighty (180) calendar days prior to the written grievance being submitted to the District. No claim against the employee concerning wages or other economic benefits will be considered for more than one hundred eighty (180) calendar days.

Members of TACSA shall have thirty (30) calendar days after receipt of their individual salary worksheet to raise objections regarding accuracy of said worksheet and seek relief.

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, prompt and equitable solutions to the grievance raised.

Step One:

The administrator having a grievance may discuss the matter with his/her immediate supervisor, either individually or with his/her representative, with the object of resolving it informally.

Step Two:

In the event the grievance or problem is not satisfactorily resolved at Step One, the grievance shall be reduced to writing, signed by the grievant or Union and filed with the immediate supervisor. Within ten (10) working days after the receipt of the written grievance, the immediate supervisor shall give his/her answer, in writing, to the grievant and to the Union president.

Step Three:

In the event the grievant is not satisfied with the disposition of his/her grievance at Step Two, the grievant may appeal the grievance to the Executive Director HR/LR such appeal shall be in writing. Within ten (10) working days after receipt of the written grievance, the Executive Director HR/LR shall give his/her answer, in writing, to the grievant and to the Union president.

Step Four:

In the event the grievant is not satisfied with the disposition of the grievance at Step Three, the grievant may appeal the grievance to the Superintendent of Schools. Such appeal shall be in writing. Within ten (10) working days after receipt of the written grievance the Superintendent shall give his/her answer to the grievant and Union president.

Step Five:

In the event the Union is not satisfied with the disposition of the grievance at Step Four, the Union may only, within ten (10) working days after receipt of the Superintendent's decision submit the grievance under this agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association.

Grievances submitted to binding arbitration, under this agreement shall be at equal expense to both parties.

ARTICLE III
COMPENSATION, HOURS, AND WORKING CONDITIONS

A. WORK YEAR

<u>Position</u>	<u>Work Days in Contract Year</u>
Director of Athletics	214
Director of Pupil Accounting	214
Director of General Accounting	214
Director of Operations	214
Director of Media Services and Technology	214
Director of Purchasing/Accounting/Insurance	214
Director of Special Education	214
Director of State and Federal Programs	214
Director of Vocational Education	214
Director of Food Services	214
Director of Warehouse	214
Director of Fleet Maintenance	214
Director of Facilities and Operations	214
Director of Transportation Services	214
Computer/Network Coordinator	214
Director of Informational Technology	214
Director of Payroll	214
Assistant Director of Facilities and Operations	214
Coordinator of Printing/Graphics	214
Director of Financial Services	214
Director of Security	214
Coordinator – Financial Services	214
Assistant Director of Special Education*	209
Assistant Director of State & Federal Programs*	209
Coordinator of School Improvement #1	198
Coordinator of School Improvement #2	198
Coordinator of School Improvement #3	198
Coordinator of School Improvement #4	198
MEAP/Proficiency Testing Coordinator	198

B. ALL MEMBERS SHALL BE PAID ON A BIWEEKLY BASIS.

C. ANNUAL LEAVE DAYS

214 Day Employee - 24 Leave Days

209 Day Employee - 29 Leave Days

198 Day Employee - 40 Leave Days

National Legal Holidays (July 4, Labor Day, Thanksgiving, Christmas, Good Friday and Memorial Day) shall not be charged against annual leave days.

Union members shall observe the normal school recess periods of the calendar year, and such days shall not be charged against annual leave days, with the exception of winter break. Members of the Union who are required to work during any of the above specified days, or on weekend days, shall be eligible to take compensatory days off.

The work year schedules for members of the Union shall be established with the concurrence of the Superintendent or his/her designee. Members may use annual leave days at any time throughout the fiscal year, July 1 - June 30, in such a way as to provide minimum disruption to the on-going activities of the department involved. No more than three leave days may be used consecutively without being arranged with the appropriate cabinet supervisor.

Annual leave days which are not used during a fiscal year, because of the work demands of the department, shall be carried over up to a maximum of ten (10) days (without approval). Members terminating employment shall be reimbursed for unused earned annual leave days. Severance pay for unused leave days is capped at the yearly rate for each level plus five days.

D. ADJUSTMENT OF SCHEDULES

Any adjustment of the work year, annual leave days, and sick and personal leave day schedules for the life of the contract shall be a result of negotiations between the Union and Superintendent or designee. Beginning in the 2012-2013 school year upon ratification through the duration of this contract period expiring on June 30, 2016, TACSA members will be eligible to work from home for up to four days per year. TACSA and TSD administration will meet annually to determine the days after the school calendar is set. If TACSA members do not revert to the expanded pay scale on July 1, 2016 (See Appendix A pay scale), the TACSA members will continue to receive this incentive until the TACSA member is reverted to the new pay scale (Appendix A) for the entire school year.

E. SALARY SCHEDULE AND RELATED ITEMS

SALARY CONCESSION:

- 2012-2013 school year:** Receive one step from the expanded pay scale (Appendix A)
Less 10% of compensation (reduction) taken after the step
Increase is added. (See Appendix A)
- 2013-2014 school year:** Remain at 10% reduction/frozen rate. (See Appendix_B)
- 2014-2015 school year:** Remain at 10% reduction/frozen rate. (See Appendix B)
- 2015-2016 school year:** For the 2015-2016, TACSA members will revert to the
expanded pay scale and will remain on the step they were at
the end of the 2012-2013 school year. (See Appendix A)

Annual Salary Schedule, Biweekly Pays

1. See Appendix A and B.
2. Credits shall be accepted from any accredited college or university as shown by official transcripts. Effective July 1, 1991, undergraduate credits shall be reimbursed at the rate of \$20 per semester hour; graduate credits shall be reimbursed at the rate of \$25 per semester hour.

Effective September, 1980, to qualify for reimbursement, credits must be directly related to the enhancement of the individual's administrative competence.

All credits, SB/CEU's, SCECH's and lane changes (Bachelor to Masters, etc.) must be on file in the personnel office no later than November 1 to qualify for payment during that school year. The TSD requires official transcripts for lane and degree changes. However, if degree is completed during the summer and the university or State delays the official documentation, the TSD will accept an official letter from the university or State verifying that the employee has fulfilled the requirements and received the degree or verification of the degree on the State of Michigan website.

All credit hours on file with the Board of Education by February 15, 2013 will be added to the member's pay. Credit hours turned into the Board of Education after February 15, 2013 will be paid beginning with the 2015-2016 school year.

Degree stipends will remain in effect for the duration of the Agreement under conditions provided in current agreement. All new members after ratification will be subject to the following. Stipends for degrees beyond the minimum qualifications shall be paid as follows:

Certified

MA + 30, Educational Specialist, Double MA - 3.00% Director's Base;
Pre-Doctorate* - 5.75% Director's Base; and
Doctorate - 9.75% Director's Base

Non-Certified

Associate Degree - 1.50% Level 1 Base;
BA - 3.00% Level 1 Base;
MA - 4.50% Level 1 Base;
Pre-Doctorate* - 6.50% Level 1 Base; and
Doctorate – 8.00% Level 1 Base

*Pre-Doctorate means all requirements (ABD) completed for Doctorate except dissertation.

3. Base salary is considered to be the member's appropriate position on the salary schedule prior to the application of longevity and educational stipends.
4. If an employee shall advance within the bargaining unit, he/she shall lose no more than one step from his/her previous step. When placed in a lower position due to reduction in staff, total administrative seniority will be granted at new division level.
5. Effective September, 1989, SB-CEU's will be reimbursed at the rate of ten dollars (\$10) per CEU or portion thereof. Commencing the ratification of this agreement (February 14, 2013) all SCECH's will be reimbursed at the rate of one dollar (\$1) per SCECH or portion thereof. All SB-CEU's/SCECH's on file with the Board of Education by February 15, 2013 will be added to the member's pay. SB-CEU's/SCECH's turned in to the Board of Education after February 15, 2013 will be paid beginning with the 2015-2016 school year.

Effective September, 1989, non-certified personnel will receive stipends for seminars/workshops/courses that are directly related to the enhancement of the individual's administrative competence. The rate will be based on accumulated participated hours. Ten (10) hours will equal one (1) unit and each unit, or portion thereof, will be reimbursed at fifteen (\$15) dollars. Participation in such seminars/workshops/courses must have written certification and such certification be submitted to the personnel office. All documentation for request for additional monies (stipends) on file with the Board of Education by February 15, 2013, will be added to the member's pay. Documentation to request additional monies (stipends) turned in to the Board of Education after February 15, 2013 will be paid beginning with the 2015-2016 school year.

6. Comp time may be accumulated for special meetings, special projects, and/or special assignments, which occur outside the scope of the normal workday. Said meetings, projects, and assignments must be approved in writing by the Director of State and Federal Projects and/or the Superintendent or his/her designee. Comp time may be accumulated on an hourly basis (eight hours = one day) and may be requested, on an annual basis, to be paid an amount equal to the

employee's per diem up to a maximum of five (5) days per year. Only those meetings, projects and assignments which can be funded from sources other than general fund may be used for this purpose. All other comp time must be redeemed in actual time as scheduled with and approved by employees' supervisor.

7. Certified Directors (at the top step) shall be permitted to accumulate up to a maximum of 5 additional comp days in accordance with Section 6 above, and shall also have the option of being paid for all comp days (regardless of funding source, including days originally earned under Section 6) rather than taken as comp time.
8. Non-Certified Directors will be eligible for up to 3 days of stipend pay for special projects as determined by the Superintendent. This is for the 2012-2013, 2013-2014, and 2014-2015 school years and will be paid at the daily rate in effect at the time the work is accomplished. If TACSA members do not revert to the expanded pay scale on July 1, 2015 (See Appendix A pay scale), Appendix A pay scale), the TACSA members will continue to receive this incentive until the TACSA member is reverted to the new pay scale (Appendix A) for the entire school year.

F. LONGEVITY

All members with fifteen (15) or more years of seniority in the Taylor School District, shall receive an annual longevity allowance of one-half of one percent of their annual base salary. Such percentage shall be cumulative in each year thereafter to a maximum of seven and one-half percent (7-1/2%) reached in fifteen years. No increase in longevity payments will be made for the 2012-2013, 2013-2014 and 2014-2015 school years.

G. SEVERANCE PAY

Severance pay of one-hundred percent (100%) of the accumulated sick leave days will be paid to personnel leaving the system after at least twenty (20) years of service, and fifty percent (50%) after at least ten (10) years of service in the Taylor School District at the prevailing rate upon termination. Payment for severance payout will be capped at the individual's daily rate or eight percent (8%) adjustment to the 1989-90 salary schedule, whichever is greater, effective July 1, 1990.

The sick leave bank for purposes of computing severance pay shall be capped as of June 30, 1985.

1. Any person who retires under the Michigan Public Retirement Fund is considered a legitimate retiree. Said retiree, after ten (10) years of continuous service in the Taylor School District, is eligible to receive severance pay of one hundred percent (100%) of accumulated sick leave days.
2. In the event of death, the full accumulation of personal sick bank allowance shall be deposited into a BoE paid 403B annuity plan in accordance with the provisions below in Section 12 (i.e. paid over 3 years) or as required under applicable law.

3. **Beneficiary:** The Board shall pay to the beneficiary of an administrator who has died while under contract to the Taylor School District payment for all termination benefits based on the current position on the administrative salary scale.
4. All members of the bargaining unit shall have the right to accumulate sixty (60) sick leave days for severance purposes.
5. Severance payment shall be made within thirty (30) days of retirement. The Board shall advance severance payment for the purpose of MPSERS buy-in provisions within thirty (30) days preceding the employee's retirement date.
6. Members shall have the right, upon retirement, to transfer up to a maximum of 20 days of their unused sick leave days to the TACSA Central Sick Bank.
7. Members entering TACSA subsequent to July 1, 1990 from another bargaining unit within the Taylor School District shall have the value of their daily rate for severance days purposes only determined as follows:

The base rate will be used for the position in effect on July 1, 1990. In addition, the severance value shall include, where appropriate, the employee's longevity rate, degree(s) and extra hours(s) stipends that were in effect or otherwise applied on July 1, 1990.

For members entering TACSA subsequent to January 1, 1999, from another bargaining unit within the Taylor School District, their frozen daily rate, for severance purposes only, shall be the greater of; a.) The member's prior frozen daily rate, or b.) \$300 for all certified positions, and \$215 for all non-certified positions (no longevity, degrees, or other additions shall apply).

TACSA members who are covered under this Article and section shall be allowed to carry forward all days that were frozen under another labor agreement within the Taylor School District. All members covered by this section shall have the right to accumulate sixty (60) days for severance purposes.

8. TACSA members who enter the bargaining unit subsequent to July 1, 1990, from outside the Taylor School District shall have their daily rate for severance purposes determined as follows:

The base rate for the position in effect on July 1, 1990 and any eligible degree(s) or extra credit stipends.

Members entering TACSA subsequent to January 1, 1999, from outside the Taylor School District, shall have their frozen daily rate, for severance purposes only, computed as follows: \$ 300 for all certified positions, and \$215 for all non-certified positions (no longevity, degrees, or other additions shall apply).

9. In the event a new position is established within the bargaining unit, the Union and the Administration shall negotiate a daily rate for severance purposes based on the 1990-91 school year. For positions established after January 1, 1999, the frozen daily rate for severance purposes only shall be the greater of:
 - a. The members prior frozen daily rate, OR
 - b. \$300 for all certified positions, and \$215 for all non-certified positions (no longevity, degrees, or other additions shall apply).
10. Base rate for July 1, 1990 severance determination is rate contained in Appendix C. (Salary Scale for 1990-1991)
11. TACSA members who notify the District in writing by March 15 of each school year that he/she plans to retire at the end of that school year will receive a \$1,000.00 retirement incentive. Any exception to this deadline may be reviewed on a case-by-case basis. This early notification incentive and the severance payment due to the employee will be paid in three (3) equal payments spread over three (3) years immediately following retirement and be deposited into a BoE paid 403B Plan by July 15th of each of the three years. No early notification of retirement incentive will be paid for the 2012-2013, 2013-2014 and 2014-2015 school years.

Any TACSA members who notified the TSD of their intent to retire effective no later than September 30, 2013 will not be subject to any reduction in wages for the 2012-2013 & 2013-2014 school years. Those severing employment with TSD on or before September 30, 2013 will not receive a step increase for the 2012-2013 school year. Notification must be given to the TSD by March 1, 2013. A TACSA member who notified the district in writing by March 1, 2013 of their intent to retire effective no later than September 30, 2013 and who actually severs employment with TSD on or before September 30, 2013 for the purposes of retirement will not be subject to any reductions in wages for the 2012-2013 and 2013-2014 school years.

- a. All accumulated sick days, subject to being paid as a severance benefit under the terms of this agreement Will be paid by a BoE paid annuity at the time of retirement.
- b. Retirement notices received after March 15th will result in a complete severance payout to the BoE paid annuity within 30 days after severing employment.
- c. If the accumulated sick days are below \$5,000 the annuity will be paid in full by July 15th immediately following the employee's retirement. If the accumulated sick days are above \$5,000 the distribution to the annuity will take place by July 15th immediately following the employee's retirement and by each July 15th for the remaining two years.
- d. The Taylor School District will take reasonable steps to establish a BoE paid 403B account for those employees that do not have a 403B established at the time of retirement.

H. PROFESSIONAL GROWTH, PROFESSIONAL MEETINGS AND CONVENTIONS

1. The Union and the Board mutually agree that conventions and conferences are an important factor in the professional and educational growth of our members and the Taylor School District. The Union and the Board will encourage attendance at these meetings.
2. Administrators will be allowed to attend local, state or national meetings or conventions at the District's expense with the approval of the Superintendent or his/her designee. All requests must be in writing and approved in advance of the administrator attending the meeting or convention. The approval will include information on the extent of reimbursement of expenses to be allowed, consistent with Board policy. No conferences and/or conference related expenditures will be paid for and/or reimbursed from the General Fund or Special Education for the duration of this contract period unless advance approval given by the Superintendent and/or his/her designee. Expenditures for conference cost, food, lodging and mileage to and from the conference, less mileage from employee's home to the Taylor School District.
3. The Taylor School District would benefit from active participation of Central Staff Administrators in local, state and national professional organizations. Therefore, professional membership dues as incurred in one national, one state or one local organization that are used to advance professional and educational growth shall be covered by the District as a general fund expenditure. No membership dues will be paid for and/or reimbursed from the General Fund for the duration of contract period unless advance approval given by the Superintendent.
4. Cost for certification or license required for continued employment shall be reimbursed by the District. No certificates or license reimbursement will be given for the 2012-2013, 2013-2014 and 2014-2015 school years.

I. MILITARY TIME

Any TACSA member shall have fifty percent (50%) of his/her armed forces service time purchased by the District, upon request. TACSA members with a District seniority date of 7-1-94 and after shall not enjoy this benefit.

J. SALARY COMPUTATION

Representatives from Human Resources and the Finance Office will meet with a representative or team representatives from TACSA before Sept. 1, each year to guarantee that salaries are accurately computed for each member. A copy of each member's salary computation worksheet will then be shared with each member prior to September 1, of the fiscal year to which the salary applies. Neither the district nor the employee can recover an underpayment or over payment of wages beyond 180 days after discovery of an error.

K. MILEAGE ALLOWANCES

Approved school mileage compensations shall be adjusted each January per IRS allowable rate. No mileage reimbursement will be given for the 2012-2013, 2013-2014, and 2014-2015 school years from general fund except for the following positions: Director of Informational Technology, Director of Food Services, Director of Athletics, Director of Security, and Director of Facilities and Operations.

L. INSURANCE

Notwithstanding anything to the contrary, the insurance plan provided to members of the bargaining unit shall be modified as set forth in the Taylor School District Employee Medical Insurance Handbook for the negotiated coverage of healthcare, prescriptions, eye care and dental.

With regard to all insurance benefits provided by this agreement, the employer shall retain the right to bid all such coverage and change carriers, so long as the coverage provided remain substantially similar.

The cash option is \$160.00 per month. Method of Payment - Cash (taxable gross) paid monthly. Enrollment in the Cash Option Payment Plan is annually. Withdrawal from this plan and reinstatement of any of these insurance coverage's shall only be allowed in the event extenuating circumstances cause you to lose your alternate insurance coverage for any qualifying event as defined by IRS, i.e.; death, marital status change, spouse employment layoff or termination, etc.

- Prescription Coverage co-pays will be based on plans offered.
- TACSA agrees to accept the flexible spending proposal. The TSD agrees to provide district employees with a FSA to provide for pre-tax funding of certain eligible benefits as defined by law. The TSD retains the right to select and change the administrator for the FSA, so long as the benefits to the employees remain substantially similar.

No bargaining unit will have healthcare insurance offered to them that is considered superior to what is offered the TACSA.

1. Liability Insurance

Members shall receive current copies of all insurance programs in force including the \$5,000,000 Professional and public liability and hazardous work insurance policy which the Board is obligated to carry for each member under paragraph M. 1. of this contract.

2. Group Life Insurance

The Board will provide, without cost to the administrator, double indemnity group life and dismemberment insurance in an amount equal to three times the individual base salary as of July 1 each year. In computing the amount of

insurance, figures will be rounded off at the next nearest thousand (no less than \$75,000).

Members who must pay taxes on any amount over fifty thousand dollars (\$50,000) may elect to have those taxes withheld on a monthly basis.

Members may elect to have their coverage limited to fifty thousand dollars (\$50,000).

The Board of Education reserves the right to change insurance carriers and third party administrators for group life insurance provided in this agreement pursuant to the competitive bidding procedure utilized in the School district so long as the benefits remain substantially similar to those currently in effect.

3. A member of TACSA who retires prior to age sixty-five may at his/her option be insured for up to fifty percent (50%) of the amount of his policy at the time of retirement. When said member reaches age 65, he/she may be insured up to thirty-three percent (33%) of the amount of his policy at the time of retirement. When said member reaches 70, he/she may be insured up to sixteen percent (16%) of the amount of his policy at the time of retirement. Payment shall be made by the retiree at the blended group rate of all employees. TACSA members with a District seniority date of 7-1-94 and after shall not enjoy this benefit.

4. Long Term Disability Insurance

Bargaining unit members are eligible for Long Term Disability coverage. There will be a 180 calendar day waiting period. Benefits may terminate or be offset when employee becomes eligible for social security.

The Board of Education reserves the right to change insurance carriers and third party administrators for long term disability insurance provided in this agreement pursuant to the competitive bidding procedure utilized in the School district so long as the benefits remain substantially similar to those currently in effect.

5. Insurance Liability

- a. The Employer, by payment of the premiums provided to provide the coverage's as agreed upon in this agreement, shall be relieved from all liabilities with respect to the benefits provided in the agreement. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Employer or the Union, nor shall such failure be considered a breach by either of them of any obligation under this agreement.

- b. The benefits provided in this agreement shall be subject to the terms and conditions specified in the Employer's insurance policies, the insurance policies with the carrier, or the terms and provisions of any self-insured

plan, and any claim by the employee or claim settlement shall not be the basis of a grievance or subject to arbitration.

6. Personal Property Losses

The Board of Education will reimburse administrators up to \$250 per incident for loss or damage or destruction, while on duty, or personal property of a kind normally worn or brought to school, when the administrator has not been negligent, to the extent that such a loss is not covered by insurance, it being the specific intent of this provision that the employee shall submit the claim to his insurance company first for payment. The term "personal property" shall not include cash. The terms "loss", "damage", and "destruction" shall not cover the effects of normal wear and tear and use.

7. As of the date of ratification of this contract the month of January will be recognized as the beginning of the Medical Benefit Plan year and should any court ruling determine differently retroactive to a date prior to the ratification of this contract, any monies withheld from January 2012 to the date of ratification of contract will not be refunded.

M. LEAVES OF ABSENCE

1. Sabbatical Leave

- a. In order to promote the professional growth of Taylor administrators, the following sabbatical leave policy is hereby established: Administrators who have been employed by the District for a seven (7) year period may be granted a sabbatical leave for up to one (1) year. During the sabbatical leave the administrator shall be considered to be in the employment of the District and shall be paid fifty percent (50%) of his/her scheduled salary.

If requested, in any school year no more than five percent (5%) of the administrators may be granted a sabbatical leave at one time. A sabbatical leave in excess of the five percent (5%) may be granted under unusual circumstances where an opportunity of mutual benefit to the individual administrator and the District would not be available if such leave were delayed to the following year.

- b. Sabbatical leaves may be granted for the following reasons:

- For formal study at an accredited college or university.
- For research work under the guidance of competent research personnel.
- For travel, either domestic or foreign.
- Advanced study for a specialty program.

- c. Application for a sabbatical leave shall be filed with the Superintendent by March 1 for the following school year. Applicants shall include with their application an outline plan of their program for the period of time requested.

After consideration of all sabbatical applications, the Superintendent may present each request to the Board with his/her written recommendation of acceptance or rejection. If rejection is recommended, the reason for recommending the rejection will be given. The administrator involved shall be asked to be present at the meeting when his/her program comes up for consideration by the Board.

- d. During the sabbatical leave the administrator shall receive one-half of his/her salary and benefits for that particular school year. The salary shall be paid in either ten (10) equal installments starting on September 1, or in a lump sum if there is sufficient reason.

During the sabbatical leave the administrator shall not be allowed to hold any full-time position. However, this shall not prevent the administrator from receiving any fellowships, scholarships, grants-in-aid, or other scholastic stipends.

- e. An interim report shall be filed at the midpoint of the sabbatical leave. This written report shall contain sufficient information which will enable the Superintendent to determine that the leave is being utilized in the approved manner.
- f. The recipient of a sabbatical leave must sign an agreement to return to service with the District immediately upon the termination of the sabbatical leave and continue in service for a period of two (2) years or to refund all or part of any compensation received during the sabbatical leave, according to the following schedule:

Years of Service Following Leave	Refund
0.0	100%
0.5	75%
1.0	50%
1.5	25%
2.0	0%

- g. To protect the Board against loss by reason of death or disability of the administrator, a life insurance policy in the amount of the one-half pay shall be purchased by the administrator. To protect the Board against the administrator's failure to return to his administrative position, the administrator shall execute non-interest bearing note in the amount of the one-half pay. The note shall be paid off by one of two methods.

- (1) The face of the note shall diminish by an amount equal to twenty-five percent (25%) of the original face for each one-half year of service rendered.
- (2) The note shall, upon failure of the administrator to return to the system be payable in twenty installments, beginning with October 1 of the year the administrator should have returned and continuing for the next twenty-two (22) months, excluding the intervening July and August. During such payments there shall be added to each payment an amount to cover interest so that the effective rate of interest the Board receives will be five percent (5%) on the unpaid balance, effective January 1 of the year the sabbatical was actually used. The administrator shall, after notifying the Board that he/she will not return, have the option of paying the note in full with no interest prior to September 1 of the school year he would have assumed his normal administrative station.

Failure to return the second year would require that the administrator make the last ten payments in the same manner as the second plan above at the same effective interest rate.

- h. Upon return from a sabbatical leave, the administrator shall be restored to his/her position, unless the position has been eliminated.

2. Maternity Leave

The pregnant employee shall, upon written request, be granted the following leave of absence:

- a. Medical disability leave - for the purpose of childbearing shall be granted for the period of time needed to cover the temporary medical disability. The leave shall begin when the employee and her doctor determine that she is not physically able to continue her duties. Leaves granted for the purpose of childbearing and/or other pregnancy related disabilities shall include the accrual of seniority, insurance benefits including personal sick leave benefits, and other benefits as applied to other temporary medical disabilities.

The employee shall resume her position as soon as she and her doctor agree that she is physically qualified to do so.

- b. In the event of miscarriage, abortion, or complications arising out of pregnancy, sick leave benefits as normally provided for illness or disabilities will be provided.
- c. Parental Leave Without Pay shall be granted for the purpose of rearing a child. Such leaves shall be granted to either parent,

including adoptive parent, and may be renewed annually upon request to the Superintendent's office.

If the administrator is on Medical Disability Leave, the Parental leave shall be requested within two (2) months after the birth of the child. If unanticipated problems occur regarding the health of the child, such request shall be accepted at a later date. Such problems must be verified by a physician's report.

For the purpose of adoption where the administrator is not on Medical Disability Leave, the request must be made thirty (30) days prior to the beginning date of the leave. The dates given for beginning of the leave are considered tentative and may be revised.

Parental leave shall be subject to the same benefits and conditions as other leaves of absence without pay.

3. Public Office Leave

A member of the Union may be granted a Leave of Absence without pay or an increase in their level of seniority to serve in a public office in which he/she is elected or appointed at any level of government.

4. Jury Duty Leave

Jury duty members who are required to serve on jury duty or are subpoenaed to appear as a non-litigant, will receive full salary during the period of such service.

5. Military Leave

- a. All school administrators drafted or recalled for military service shall be granted a military leave of absence.
- b. Administrators affected by this leave may return to the system within six (6) months after their release from military service. Seniority in the District will accrue during the period of military service.
- c. At the end of sixty (60) days, the job will be posted to be filled at the end of the 90th day on a temporary basis.

6. Leave for Advanced Study

Members of the Union may be granted a leave of absence for advanced study for a period not to exceed one (1) year for the purpose of continuing their studies upon recommendation of the Superintendent and subject to extension at the discretion of the Board.

7. Personal Business Days

Five (5) days leave for personal business to be deducted from sick leave shall be granted, without question, to each member yearly. No more than three (3) personal business days may be used consecutively without prior approval from the Superintendent. Personal leave days shall be non-accumulative. An additional five (5) days for personal business may be granted by the Superintendent upon request when member clearly indicates the need for such additional leave. Unused days will be added to the sick bank at the end of each contractual year.

8. Professional Business Days

Reasonable time may be granted to individual administrators who have received invitations to serve in leadership capacities at professional conferences and/or professional meetings. It is permissible to accept honoraria for such services to cover expenses and additional time required. No salary deductions will be made by the Board in such instances.

9. Bereavement Leave

Five (5) days leave shall be granted for death in the immediate family. IMMEDIATE FAMILY shall include spouse, mother, father, mother-in-law, father-in-law, brothers, and/or sisters, grandparents, brother-in-law, sister-in-law, children, and any dependent as defined by the IRS for tax purposes. An additional two (2) days may be granted by the Administration in the event of unusual circumstances. Bereavement leave shall not be deducted from either sick or personal business days.

10. Attendance Incentive

For the 1999-2000 school year and thereafter, the following attendance incentive will be in effect:

- a. Administrators with perfect attendance during the entire contract year will be paid \$750.00 (payable in the subsequent July).
- b. Administrators with one or less absences (but more than zero) during the contract year will be paid \$600.00 (payable in the subsequent July).
- c. Administrators with two or less absences (but more than one) will be paid \$500.00 (payable in the subsequent July).
- d. Less than a full days absence shall be calculated as a full day for purposes of calculating payment.
- e. No attendance incentives will be offered for the 2012-2013, 2013-2014 and 2014-2015 school years.

All unused sick days will accumulate in the TACSA member's sick bank.

11. Sick Leave

- a. All administrators in this bargaining unit shall be granted annually sick leave days as follows:

214 Work Day Employees - 18.5 Days
209 Work Day Employees - 18.0 Days
198 Work Day Employees - 17.0 Days

- b. Unused leave days shall accumulate with no limit.
- c. Any administrator on sick leave because of assault on him/her while performing administrative duties shall not be charged with sick days nor suffer any loss of pay.
- d. Two (2) days per member will be added to the Central Sick Leave Bank, established in 1979-80 for the duration of this contract. One day will be contributed by the membership and done day by the Board. This provision only applies during years when the bank falls below 500 days.
- e. The sick leave bank days shall accumulate with no limit.
- f. The accumulated days in the Central Sick Leave Bank shall not be used by the Union to expand benefits beyond the intent of this Section to address the emergency needs associated with extended illness or injury.
- g. An applicant for withdrawing days from the sick bank must have a statement from a physician attesting to the nature of the illness or injury. Sick bank days may be used immediately upon depletion of the administrator's personal accumulation of sick days.
- h. The Central Sick Leave Board - A Central Sick Leave Board shall be established by TACSA to receive, screen, and recommend to the Superintendent eligible applications to the Central Sick Leave Bank. Applications recommended for a grant of days from the sick bank are subject to final approval by the Superintendent.
- i. Each application approved for a grant in days from the Central Sick Leave Bank shall be subject to review by the Central Sick Leave Board at the end of each thirty (30) day period of absence. The Central Sick Leave Board shall provide the Superintendent with verifying evidence that the applicant continues to meet the eligibility qualifications for an additional grant of days from the Central Sick Leave Bank.
- j. The maximum withdrawal by any one individual from the Central Sick Leave Bank shall not exceed an employee's work year for any one illness or injury or complication thereof.
- k. Effective July 1, 1998, members of the bargaining unit who have been in the bargaining unit at least one year on June 30th of each year shall have the option of selling back up to five (5) days of that year's annual unused sick leave. Said sick leave buy back shall be at the employee's daily rate in effect at the start of the school year. Application for the buy back must be submitted in writing on or before June 30th and shall be paid in the second pay period in July. Selling back sick days will not disqualify an employee for the Attendance Incentive Plan. No sick leave buy-back days

will be offered for the 2012-2013, 2013-2014, and 2014-2015 school years.

12. Benefits While on Leave

- a. No salary or benefits will continue while on any of the above stated leaves except as specified.
- b. When administratively possible, upon return from any of the above stated leaves of one year or less, the administrator shall be restored to his/her position or mutually agreed upon position, or a similar administrative position as determined by the Superintendent.
- c. Administrators on types of leaves described herein, during which the Board does not pay the premiums on their insurance benefits, shall have the option of continuing the benefits by paying the applicable premiums themselves, provided this is done in a manner prescribed by the Board, and provided further that this provision is acceptable to the applicable insurance carrier(s).

13. Leave for Care of Ill Member of the Family

Leave shall be granted for not more than two (2) years to TACSA members to care for ill members of the immediate family. The Superintendent may require proof that leave is necessary before such leave is granted. No increment in the salary schedule shall be recognized for such a leave.

14. Leave For Physical or Mental Illnesses

Extended leave shall be granted to all employed TACSA personnel upon recommendation of the Superintendent and approval of the Board. Leave for mental illness may be extended annually not to exceed two (2) years; physical illness, not to exceed three (3) years. Said persons, upon return, shall present to the Board a statement of satisfactory health by a qualified examining physician designated by the Board. Requests for such leave must be in writing and results of said requests shall be in minutes of a Board meeting.

15. Worker's Compensation

The applicable contract language relative to the extent of such benefits, including 100% one hundred percent Worker's Compensation, shall be based upon the date of filing with the Bureau of Worker's Disability Compensation.

Any employee may elect to supplement this benefit by the use of sick days in his/her bank providing that the total amount of the supplement in whole, or in fractional portion of days, shall not exceed the total wages that the employee would have drawn had he/she worked all of his/her scheduled hours for each two-week period.

During such absence, the employee's benefits shall not continue to accrue.

16. FMLA

The District agrees to comply with all provisions of the FMLA.

17. Leave of Absence Limits

Leave(s) of absence shall be limited to a period not to exceed twelve (12) months. Employee(s) shall work a minimum of twelve (12) months or as provided elsewhere in this agreement after returning from a leave of absence to be eligible to apply for a subsequent leave of absence.

This provision does not apply to medical or military leaves of absence or where in conflict with State and Federal statutes.

Employees returning from a leave of absence must give ten (10) days written notice prior to their return to work.

N. MANAGEMENT RIGHTS CLAUSE

The Board reserves the sole right to administer the operation of the District, including the day-to-day operation as required; to assure the effective control of personnel; to accomplish appropriate use of the facilities, subject to the collective bargaining agreement and state and federal statutes.

Duration of Agreement will be February 14, 2013, through June 30, 2016

APPENDIX A
Expanded Pay Scale
2012-2013 Expanded Pay Scale
2015-2016 Pay Scale

	Cert Dir	Cert Asst Dir	Cert Coord	Non Cert Dir 1	Non Cert Asst Dir	Non Cert Dir 2	Non Cert Dir 3	Non Cert Dir 4	Non Cert Coor
0	\$ 79,810	\$ 75,819	\$ 69,385	\$ 68,530	\$ 56,117	\$ 66,157	\$ 62,211	\$ 57,796	\$ 51,547
1	\$ 80,749	\$ 76,712	\$ 70,327	\$ 69,471	\$ 56,988	\$ 67,098	\$ 63,151	\$ 58,669	\$ 52,486
2	\$ 81,692	\$ 77,608	\$ 71,268	\$ 70,409	\$ 57,864	\$ 68,040	\$ 64,090	\$ 59,540	\$ 53,424
3	\$ 82,631	\$ 78,500	\$ 72,205	\$ 71,349	\$ 58,736	\$ 69,079	\$ 65,032	\$ 60,415	\$ 54,366
4	\$ 83,570	\$ 79,392	\$ 73,147	\$ 72,288	\$ 59,607	\$ 69,917	\$ 65,971	\$ 61,288	\$ 55,306
5	\$ 84,512	\$ 80,287	\$ 74,091	\$ 73,229	\$ 60,482	\$ 70,859	\$ 67,004	\$ 62,249	\$ 56,248
6	\$ 85,312	\$ 81,047	\$ 75,631	\$ 74,170	\$ 61,353	\$ 71,800	\$ 67,944	\$ 63,122	\$ 57,187
7	\$ 86,251	\$ 81,940	\$ 76,573	\$ 75,111	\$ 62,229	\$ 72,742	\$ 68,883	\$ 63,993	\$ 58,125
8	\$ 87,190	\$ 82,836	\$ 77,514	\$ 76,049	\$ 63,101	\$ 73,781	\$ 69,825	\$ 64,868	\$ 59,067
9	\$ 88,129	\$ 83,728	\$ 78,451	\$ 76,989	\$ 63,972	\$ 74,619	\$ 70,764	\$ 65,741	\$ 60,007
10	\$ 89,068	\$ 84,620	\$ 79,393	\$ 77,928	\$ 64,847	\$ 75,561	\$ 71,797	\$ 66,702	\$ 60,949
11	\$ 90,007	\$ 85,515	\$ 80,337	\$ 78,869	\$ 65,718	\$ 76,502	\$ 72,737	\$ 67,575	\$ 61,888
12	\$ 90,946	\$ 86,275	\$ 81,877	\$ 79,810	\$ 66,594	\$ 77,444	\$ 73,676	\$ 68,446	\$ 62,826

APPENDIX B

Remaining 2012-2013 school year; 2013-2014, 2014-2015 school years

With 10% payout

	Cert Dir	Cert Asst Dir	Cert Coord	Non Cert Dir 1	Non Cert Asst Dir	Non Cert Dir 2	Non Cert Dir 3	Non Cert Dir 4	Non Cert Coor
0	\$ 71,829	\$ 68,237	\$ 62,447	\$ 61,677	\$ 50,505	\$ 59,541	\$ 55,990	\$ 52,016	\$ 46,392
1	\$ 72,674	\$ 69,041	\$ 63,294	\$ 62,524	\$ 51,289	\$ 60,388	\$ 56,836	\$ 52,802	\$ 47,237
2	\$ 73,523	\$ 69,847	\$ 64,141	\$ 63,368	\$ 52,078	\$ 61,236	\$ 57,681	\$ 53,586	\$ 48,082
3	\$ 74,368	\$ 70,650	\$ 64,985	\$ 64,214	\$ 52,862	\$ 62,171	\$ 58,529	\$ 54,374	\$ 48,929
4	\$ 75,213	\$ 71,453	\$ 65,832	\$ 65,059	\$ 53,646	\$ 62,925	\$ 59,374	\$ 55,159	\$ 49,775
5	\$ 76,061	\$ 72,258	\$ 66,682	\$ 65,906	\$ 54,434	\$ 63,773	\$ 60,304	\$ 56,024	\$ 50,623
6	\$ 76,781	\$ 72,942	\$ 68,068	\$ 66,753	\$ 55,218	\$ 64,620	\$ 61,150	\$ 56,810	\$ 51,468
7	\$ 77,626	\$ 73,746	\$ 68,916	\$ 67,600	\$ 56,006	\$ 65,468	\$ 61,995	\$ 57,594	\$ 52,313
8	\$ 78,471	\$ 74,552	\$ 69,763	\$ 68,444	\$ 56,791	\$ 66,403	\$ 62,843	\$ 58,381	\$ 53,160
9	\$ 79,316	\$ 75,355	\$ 70,606	\$ 69,290	\$ 57,575	\$ 67,157	\$ 63,688	\$ 59,167	\$ 54,006
10	\$ 80,161	\$ 76,158	\$ 71,454	\$ 70,135	\$ 58,362	\$ 68,005	\$ 64,617	\$ 60,032	\$ 54,854
11	\$ 81,006	\$ 76,964	\$ 72,303	\$ 70,982	\$ 59,146	\$ 68,852	\$ 65,463	\$ 60,818	\$ 55,699
12	\$ 81,851	\$ 77,648	\$ 73,689	\$ 71,829	\$ 59,935	\$ 69,700	\$ 66,308	\$ 61,601	\$ 56,543

APPENDIX B C

*****FOR SEVERENCE PURPOSES ONLY*****

(1990-91 TACSA ADMINISTRATOR SALARY SCHEDULE)

POSITION / SCHEDULE	STEP	BASE SALARY
Certified Director (CD)	0	55,926
Certified Director (CD)	1	56,585
Certified Director (CD)	2	57,244
Certified Director (CD)	3	57,903
Certified Director (CD)	4	58,561
Certified Director (CD)	5	59,220
Certified Assistant Director (CA)	0	50,232
Certified Assistant Director (CA)	1	50,891
Certified Assistant Director (CA)	2	51,549
Certified Assistant Director (CA)	3	52,208
Certified Assistant Director (CA)	4	52,867
Certified Assistant Director (CA)	5	53,526
Certified Coordinator (CC)	0	48,622
Certified Coordinator (CC)	1	49,281
Certified Coordinator (CC)	2	49,940
Certified Coordinator (CC)	3	50,598
Certified Coordinator (CC)	4	51,257
Certified Coordinator (CC)	5	51,917
Non Certified Director Level 1 (N1)	0	48,021
Non Certified Director Level 1 (N1)	1	48,680
Non Certified Director Level 1 (N1)	2	49,338
Non Certified Director Level 1 (N1)	3	49,997
Non Certified Director Level 1 (N1)	4	50,656
Non Certified Director Level 1 (N1)	5	51,315
Non Certified Assistant Director (NA)	0	42,328
Non Certified Assistant Director (NA)	1	42,986
Non Certified Assistant Director (NA)	2	43,645
Non Certified Assistant Director (NA)	3	44,303
Non Certified Assistant Director (NA)	4	44,961
Non Certified Assistant Director (NA)	5	45,620

APPENDIX B C
(Continued)

*****FOR SEVERENCE PURPOSES ONLY*****

(1990-91 TACSA ADMINISTRATOR SALARY SCHEDULE)

POSITION / SCHEDULE	STEP	BASE SALARY
Non Certified Director Level 2 (N2)	0	46,359
Non Certified Director Level 2 (N2)	1	47,017
Non Certified Director Level 2 (N2)	2	47,677
Non Certified Director Level 2 (N2)	3	48,336
Non Certified Director Level 2 (N2)	4	48,994
Non Certified Director Level 2 (N2)	5	49,654
Non Certified Director Level 3 (N3)	0	43,593
Non Certified Director Level 3 (N3)	1	44,252
Non Certified Director Level 3 (N3)	2	44,911
Non Certified Director Level 3 (N3)	3	45,570
Non Certified Director Level 3 (N3)	4	46,228
Non Certified Director Level 3 (N3)	5	46,953
Non Certified Coordinator (NC)	0	36,120
Non Certified Coordinator (NC)	1	36,779
Non Certified Coordinator (NC)	2	37,437
Non Certified Coordinator (NC)	3	38,096
Non Certified Coordinator (NC)	4	38,755
Non Certified Coordinator (NC)	5	39,414

APPENDIX D

FIRST YEAR PROBATIONARY EMPLOYMENT CONTRACT
(INSERT JOB TITLE HERE & NOTE CERTIFIED OR NON CERTIFIED)

This Agreement, made and entered into this ____ day of _____, _____, by and between the TAYLOR SCHOOL DISTRICT, hereinafter called the "School District" and _____, hereinafter called the "Administrator."

WITNESSETH: It is agreed by and between the parties hereto as follows:

1. The School District hereby hires the Administrator and the Administrator agrees to work for the School District for a one (1) year term commencing on **July 1**, _____ and ending on **June 30**, _____ subject to all the covenants and conditions of this Agreement. The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in any administrator capacity, nor shall failure of the School District to continue or reemploy such Administrator in any administrator capacity, be deemed a breach of this contract, or the collective bargaining agreement, nor shall it be deemed a discharge or demotion within the provision of Act 4, Michigan Public Acts of 1937, Extra Session, as amended. (Teacher Tenure Act).

2. If a collective bargaining agreement, covering the Administrator is in effect during the term of this contract and has not been terminated, then the provision of this contract shall be subject to and be governed by the provision of that collective bargaining agreement and this employment contract shall incorporate by reference all of the provision of that existing collective bargaining agreement.

3. This contract shall terminate upon the discharge or layoff of the Administrator.

4. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its terms only by an expressed written modification denominated as such, and signed by each of the parties hereto.

(Administrator) (Date)

Administrator on Behalf of the Taylor School District (Date)

APPENDIX E

SECOND YEAR PROBATIONARY EMPLOYMENT CONTRACT
(INSERT JOB TITLE HERE & NOTE CERTIFIED OR NON CERTIFIED)

This Agreement, made and entered into this ____ day of _____, _____, by and between the TAYLOR SCHOOL DISTRICT, hereinafter called the "School District" and _____, hereinafter called the "Administrator."

WITNESSETH: It is agreed by and between the parties hereto as follows:

1. The School District hereby hires the Administrator and the Administrator agrees to work for the School District for a one (1) year term commencing on **July 1**, _____ and ending on **June 30**, _____ subject to all the covenants and conditions of this Agreement. The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in any administrator capacity, nor shall failure of the School District to continue or reemploy such Administrator in any administrator capacity, be deemed a breach of this contract, or the collective bargaining agreement, nor shall it be deemed a discharge or demotion within the provision of Act 4, Michigan Public Acts of 1937, Extra Session, as amended. (Teacher Tenure Act).

2. If a collective bargaining agreement, covering the Administrator is in effect during the term of this contract and has not been terminated, then the provision of this contract shall be subject to and be governed by the provision of that collective bargaining agreement and this employment contract shall incorporate by reference all of the provision of that existing collective bargaining agreement.

3. This contract shall terminate upon the discharge or layoff of the Administrator.

4. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its terms only by an expressed written modification denominated as such, and signed by each of the parties hereto.

(Administrator)

(Date)

Administrator on Behalf of the Taylor School District (Date)

APPENDIX F

TWO YEAR SENIORITY CONTRACT
(INSERT JOB TITLE HERE & NOTE CERTIFIED OR NON CERTIFIED)

This Agreement, made and entered into this ____ day of _____, _____, by and between the TAYLOR SCHOOL DISTRICT, hereinafter called the "School District" and _____, hereinafter called the "Administrator."

WITNESSETH: It is agreed by and between the parties hereto as follows:

1. The School District hereby hires the Administrator and the Administrator agrees to work for the School District for a two (2) year term commencing on **July 1**, _____ and ending on **June 30**, _____ subject to all the covenants and conditions of this Agreement. The Administrator agrees that he/she shall not be deemed to be granted continuing tenure in any administrator capacity, nor shall failure of the School District to continue or reemploy such Administrator in any administrator capacity, be deemed a breach of this contract, or the collective bargaining agreement, nor shall it be deemed a discharge or demotion within the provision of Act 4, Michigan Public Acts of 1937, Extra Session, as amended. (Teacher Tenure Act).

2. If a collective bargaining agreement, covering the Administrator is in effect during the term of this contract and has not been terminated, then the provision of this contract shall be subject to and be governed by the provision of that collective bargaining agreement and this employment contract shall incorporate by reference all of the provision of that existing collective bargaining agreement.

3. This contract shall terminate upon the discharge or layoff of the Administrator.

4. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior or contemporaneous statement of understandings of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its term only by an expressed written modification denominated as such, and signed by each of the parties hereto.

(Administrator) (Date)

Administrator on Behalf of the Taylor School District (Date)

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Master Agreement between TACSA and TSD February 14, 2013 through June 30, 2016

SIGNATURE PAGE

For TACSA:

For Taylor Schools:

Al Lewis, Chief Negotiator Local 214

John Reilly, Board President

Beatrice Benjamin, School Imp. Coord.

Diane Allen, Superintendent

Daniel Kresbaugh, Dir. Pupil Acct.

Patricia A. DeLaTorre, Ex. Director HR/LR

Date

Date

Taylor School District
23033 Northline Road
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Board of Education
(At time of printing)

John Reilly.....President
Blaine Honeycutt.....Vice President
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