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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/Physical Education
- Director of Child Accounting/Student Services
- 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 Payroll
- Assistant Director of Facilities and Operations
- Coordinator of Printing/Graphics
- 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. DUES AND AGENCY SHOP

1. Any administrator who is a member of the TACSA Union, or has been appointed to a position covered by this master agreement, must sign and deliver to the Board an assignment authorizing deduction of membership dues in the Union. Such authorization shall continue in effect from year to year for the duration of this Agreement.

2. Any administrator, as recognized in the master agreement, who is not a member of this TACSA Union (in good standing) or who does not make application for membership within thirty (30) days from date of his/her appointment to his/her administrative duties shall, as a condition of employment, pay a representation fee equal to membership dues payable to the Union; provided, however, that the administrator may authorize payroll deduction for such fee. In the event that an administrator shall not pay such fee or authorize payment through payroll deductions, the Board shall immediately notify the administrator of his/her termination pursuant to the procedures set out in Section 6.
3. The business manager shall draw up an authorization form which shall indicate the amounts to be deducted and the manner in which they shall be deducted. The Union shall review and approve the form before it is utilized.

HOLD HARMLESS CLAUSE:

The Union agrees to indemnify and save the employer harmless against any and all claims, suits, or other forms of liability that may arise out of, or by reason of the employer's compliance with the provision of this Article.

4. The Union shall be responsible to notify the business manager of any prorated amounts in the event of employment for a partial year or for part-time employment.
5. Union dues deducted by the Board pursuant to authorization of the administrator shall be disbursed to the Union treasurer within thirty (30) days of collection date.
6. The procedure in all cases of discharge for violation of this Article shall be as follows:
 - a. The Union shall notify the administrator of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) working days for compliance and shall further advise the recipient that a request for discharge will be filed with the Board in the event compliance is not effected. A copy shall be sent to the Superintendent.
 - b. If the administrator fails to comply, the Union may file charges in writing, with the Board, and shall request termination of administrator's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 - c. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges. In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Union agrees not

to discriminate between various persons who may have refused to tender the representation fee.

H. DURATION

This contract shall be in effect JUNE 27, 2005 TO JUNE 30, 2007.

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. 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.

3. 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.
4. 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.
5. 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.
6. 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. 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.
7. 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.
8. 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 ASSISTANT Superintendent of Personnel.

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.

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 superior, and copies presented to the Assistant Superintendent of Personnel 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.
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.

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 1, 2, and 3.
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, and administrator employed following the commencement of the school year shall be given a contract for the balance of the school year only. 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 three-year employment contract set forth in Paragraph 2 above), the contract of employment shall not be terminated, except for just cause or unless the employee is 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 (or the initial three (3) year employment contract 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 MSA 15,4132(3), 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. MANDATED STATE AND FEDERAL EXAMINATIONS

The District shall provide all mandated State and Federal examinations and required vaccines to all appropriate bargaining unit members at no cost to the employee.

O. 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) 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 five (5) 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 ASSISTANT Superintendent of Personnel and Employee relations. Such appeal shall be in writing. Within seven (7) days after receipt of the written grievance, the ASSISTANT Superintendent of Personnel and Employee Relations 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) 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 five (5) 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/Physical Education	214
Director of Child Accounting/Student Services	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 Payroll	214
Assistant Director of Facilities and Operations	214
Coordinator of Printing/Graphics	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

** To be paid at 95% of the certified director pay scale per MOU dated 6/28/05.*

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. 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.

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.

E. SALARY SCHEDULE AND RELATED ITEMS

For the year **2004-2005, 2005-2006, 2006-2007** a percentage equal to the percentage of the product, minus 1.0, of the amount of the States' Foundation Grant Allowance (FGA) (**Excluding any Section 20 (19) adjustment and including any proration applied to noncategorical funds**) received by Taylor School District for the current year times the first official (audited) student FTE count from the prior year, divided by the FGA received by the District in the prior year, times the first official (audited) student FTE count from the 2 years prior fiscal year shall be added to the pay scale.

Example: For **2004/2005** School Year

2004 – 05 FGA x 2003 – 04 Student FTE

-1.0 = % increase

2003 – 04 FGA x 2002-03 Student FTE

This calculation is based upon the FGA as it is calculated in the **2003/04** school year. Significant changes in the method of calculation would require computation of FGA.

2004-2005

The formula will generate a 1.16% salary increase added to the pay scale for each classification and for each of the salary steps.

2005-2006

The formula will generate a 1.15% salary increase. This increase will be added to the pay scale for each of the salary steps.

2006-2007

The salary formula will be used to determine the salary increase. However in no event shall the percentage increase for the salary schedule be less than one percent (1%) or more than three percent (3%) for the 2006-07 school year.

The salaries in Article III shall be modified for the duration of the contract as set forth above. However, it is subject to the following proviso: If any other Taylor School District bargaining unit receives any improvements in wages covered in Article III. E of this contract the TACSA contract will be modified to incorporate the improvements.

Annual Salary Schedule, Biweekly Pays

1. See Appendix A.
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 must be on file in the personnel office no later than October 15th to qualify for full year and by January 30 for the remainder of the school year.

Stipends for degrees beyond the Masters shall be 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.

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.

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.

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.

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 any number 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. All TACSA members shall receive a written copy for execution regarding their daily rate and severance day value where appropriate during the 1994-95 contract year.

10. 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).
11. Base rate for July 1, 1990 severance determination is rate contained in Appendix B. (Salary Scale for 1990-1991)
12. 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. For the 2004-05 school year only, the above incentive will be available for employees who submit their notice by 7/1/05.
 - 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 \$5,000.00 THE ANNUITY WILL BE PAID IN FULL BY JULY 15TH IMMEDIATELY FOLLOWING THE EMPLOYEE'S RETIREMENT. IF THE ACCUMULATED SICK DAYS ARE ABOVE \$5,000.00 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.
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.
4. Cost for certification or license required for continued employment shall be reimbursed by the District.

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

A copy of each member's salary computation sheet will be provided to the member and the Union no later than November 1st of the fiscal year to which the salary applies.

K. TRAVEL AND CONFERENCE ALLOWANCES

Approved school mileage compensations shall be adjusted each January per IRS allowable rate.

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.

TACSA agrees to the District's proposed change regarding transferring the contracts to Blue Cross Blue Shield Community Blue #1a as long insurance coverage is equal to or better than the current Blue Cross Blue Shield PPO.

TACSA agrees to replace HAP with the Blue Cross Blue Shield Point of Service as a second choice for health insurance.

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 will be changed from \$80.00 to \$160.00. Method of Payment - Cash (taxable gross) paid monthly. Enrollment in the Cash Option Payment Plan is for a two year period. 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 (death, marital status change, spouse employment layoff or termination).

Pharma Care Prescription Coverage:

TACSA agrees to accept the increase of current co-pay from \$2.00 to \$5.00 generic and \$10.00 brand if no generic is available or the Doctor insists on the brand name the co-pay will be \$5.00. Employees will use the mail order after two new consecutive refills. TACSA agrees to mail in for maintenance prescriptions not episodic prescriptions.

Spousal Coverage Fee:

If the spouse of any TSD employee is eligible for health insurance benefits through their employer or employer organization, and declines such coverage, the spouse will be subject to a spousal coverage fee of \$125/month to receive coverage under the TSD health plan. If health insurance is available but not a health insurance benefit (no portion paid by employer or employer organization) the TSD will not require the \$125/month spousal fee. The order of coverage will follow the legal and industry guidelines. This spousal fee will not apply to any Taylor School District employee who has dual TSD health coverage (both husband and wife for TSD) and elects to take the cash option. TSD retains the sole and exclusive right to determine the eligibility for benefits of spouse and dependants, and retains the right to take reasonable steps to verify such information. All such determinations will be subject to the grievance procedure.

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

180 days to age 65. All benefits are subject to provisions contained in contract.

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 clam 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.

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 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 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 DAY'S ABSENCE SHALL BE CALCULATED AS A FULL DAY FOR PURPOSES OF CALCULATING PAYMENT.

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 he 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.

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.

The parties recognize that the OUR System - a Worker's Compensation Cost Control And Injury Management Program, presented by Focus Management Group Ltd., provides a safe and productive manner for employees to continue to work while recovering from a workers compensation illness or injury.

16. FMLA

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

17. New 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 June 27, 2005 through June 30, 2007.

For TACSA

For TSD

James Shaw, President

Howard Schwager, Assistant Superintendent

Michael Johnson, Acting Chief Negotiator

John Gierak, Attorney

Dated

Dated

APPENDIX A
TACSA ADMINISTRATOR SALARY SCHEDULE
2004-05

POSITION / SCHEDULE	STEP	BASE SALARY
Certified Director (CD)	0	78,121
Certified Director (CD)	1	79,041
Certified Director (CD)	2	79,964
Certified Director (CD)	3	80,883
Certified Director (CD)	4	81,802
Certified Director (CD)	5	82,724
Certified Director (CD)	6	83,507
Certified Assistant Director (CA)	0	74,215
Certified Assistant Director (CA)	1	75,089
Certified Assistant Director (CA)	2	75,966
Certified Assistant Director (CA)	3	76,839
Certified Assistant Director (CA)	4	77,712
Certified Assistant Director (CA)	5	78,588
Certified Assistant Director (CA)	6	79,332
Certified Coordinator (CC)	0	67,917
Certified Coordinator (CC)	1	68,839
Certified Coordinator (CC)	2	69,760
Certified Coordinator (CC)	3	70,677
Certified Coordinator (CC)	4	71,599
Certified Coordinator (CC)	5	72,523
Certified Coordinator (CC)	6	74,031
Non Certified Director Level 1 (N1)	0	67,080
Non Certified Director Level 1 (N1)	1	68,001
Non Certified Director Level 1 (N1)	2	68,919
Non Certified Director Level 1 (N1)	3	69,839
Non Certified Director Level 1 (N1)	4	70,759
Non Certified Director Level 1 (N1)	5	71,680
Non Certified Assistant Director (NA)	0	54,930
Non Certified Assistant Director (NA)	1	55,782
Non Certified Assistant Director (NA)	2	56,640
Non Certified Assistant Director (NA)	3	57,493
Non Certified Assistant Director (NA)	4	58,346
Non Certified Assistant Director (NA)	5	59,202

POSITION / SCHEDULE	STEP	BASE SALARY
Non Certified Director Level 2 (N2)	0	64,757
Non Certified Director Level 2 (N2)	1	65,678
Non Certified Director Level 2 (N2)	2	66,600
Non Certified Director Level 2 (N2)	3	67,517
Non Certified Director Level 2 (N2)	4	68,438
Non Certified Director Level 2 (N2)	5	69,360
Non Certified Director Level 3 (N3)	0	60,895
Non Certified Director Level 3 (N3)	1	61,815
Non Certified Director Level 3 (N3)	2	62,734
Non Certified Director Level 3 (N3)	3	63,656
Non Certified Director Level 3 (N3)	4	64,575
Non Certified Director Level 3 (N3)	5	65,586
Non Certified Director Level 4 (N4)	0	56,573
Non Certified Director Level 4 (N4)	1	57,428
Non Certified Director Level 4 (N4)	2	58,280
Non Certified Director Level 4 (N4)	3	59,137
Non Certified Director Level 4 (N4)	4	59,991
Non Certified Director Level 4 (N4)	5	60,932
Non Certified Coordinator (NC)	0	50,456
Non Certified Coordinator (NC)	1	51,376
Non Certified Coordinator (NC)	2	52,294
Non Certified Coordinator (NC)	3	53,216
Non Certified Coordinator (NC)	4	54,136
Non Certified Coordinator (NC)	5	55,058

APPENDIX B

*****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
(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 1

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 2

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 3

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 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)