

AGREEMENT

between

The Board of Education

of

Taylor School District

and

**The Taylor Federation of Teachers,
Local 1085**

Affiliated with

**The American Federation of Teachers,
AFL-CIO**

AFT Michigan

February 7, 2013 – October 1, 2017

OFFICIAL COPY

American Federation of Teachers

555 New Jersey N.W.
Washington, D.C. 20001
(800) 238-1133

AFT Michigan

2661 E. Jefferson
Detroit, Michigan 48204
(313) 393-2200
(800) MFT-8868

Michigan Public School Employee's Retirement Board

P.O. Box 30026
Lansing, Michigan 48909
(800) 381-5111

Taylor Federation of Teachers, Local 1085

22770 Northline Road
Taylor, Michigan 48180
(734) 287-3340 Fax: (734) 287-6186
Website: www.tft1085.org

Taylor Board of Education

23033 Northline Road
Taylor, Michigan 48180
(734) 374-1200 Fax: (734) 374-1291

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AGREEMENT

This Agreement is made and effective the 7th day of February 2013 by and between the Board of Education of the Taylor School District hereafter referred to as the Employer, and the Taylor Federation of Teachers, Local 1085, American Federation of Teachers, AFL-CIO, hereafter referred to as the Union.

DURATION

- A. This Agreement and provisions hereto, when signed by the proper officers of the Employer and the Union shall become operative as of 12:01 A.M., February 7, 2013, unless otherwise stated herein and shall continue through Midnight, October 1, 2017, and shall continue in full force and effect from year to year thereafter unless written notice is given by either party on or before January 1 of each year thereafter requesting that the Agreement or section thereof be renegotiated. The notice shall contain the sections to be negotiated and the proposed changes desired by either party.
- B. If the notice of the section to be reconsidered is Article II, Section 1, the following procedure is adopted:
 - 1. Petitions calling for a collective bargaining election shall contain the signatures of 30 percent or more of the teachers eligible to vote.
 - 2. Notice of the election shall be placed in school mail boxes of all teachers thirty days before the day of balloting.
 - 3. The election shall be supervised and votes counted by an organization independent of the Board of Education or the teachers.
 - 4. The organization receiving a plurality, of the votes cast, shall be named the bargaining agent.

ARTICLE I PURPOSE AND SCOPE

The Taylor Federation of Teachers, Local 1085, American Federation of Teachers, AFL-CIO, represents professional teachers who have an interest in educational excellence.

Therefore, not only does this Agreement contain provisions relating to bargaining terms and conditions of employment, but it also provides for a system of communication and consultation whereby the Superintendent of Schools and the respective principals shall meet regularly with representatives of the Union to discuss matters relating to the implementation of this Agreement. It is also recognized by the parties that all provisions of this Agreement may, during its life, be altered only by agreement of the parties. Nevertheless, it is hoped that a broad interchange of ideas, even in the area of educational policies and development, will contribute in a significant measure to the advancement of public education in Taylor.

ARTICLE II UNION RECOGNITION

- A. The Board recognizes the Union as the exclusive bargaining representative of all those assigned as summer, elementary and secondary classroom teachers in the Taylor School District.
 - 1. The term "classroom teachers" comprises the following categories: Teachers of grades Pre-K through 12; music; art; health education; sewing; industrial arts; home economics; teachers of the mentally impaired; teachers of the physically and otherwise health impaired; teachers of library; compensatory education facilitators; resource room teachers; school social workers; counselors; teacher consultants; teachers of speech and language impaired; school psychologists; occupational therapists; physical therapists, certified occupational therapy

assistants; paraprofessional who have completed a degree program and are now working in that area of certification; teachers of emotionally impaired; nurses; teachers of hospitalized and/or homebound; teachers on temporary staff assignments; all employee classifications of community education and preschool teachers; JROTC instructors; Academic Assistants (In-House Suspension Assistants, Pre-School Teacher Assistant and Academic Assistants); and other degreed persons employed as teachers or ancillary personnel.

B. FINANCIAL RESPONSIBILITY (DUES - MEMBERSHIP)

It is recognized that because of religious conviction or otherwise, some teachers may object to joining any organization engaged in collective bargaining. At the same time it is recognized that the proper negotiation and administration of collective bargaining agreements entail expense to the Union. To this end, in the event a teacher shall not join the Union and execute an authorization for dues deduction in accordance with this Article, such teacher shall, as a condition of continued employment by the Board, cause to be paid to the Union a sum equivalent to the dues of the Taylor Federation of Teachers. In the event that such sum shall remain unpaid for a period of sixty (60) days following the date the same is due and after sixty (60) day's written notice thereof has been given to the teacher by the Union, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued. The refusal of the teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements as herein required is recognized by the parties as reasonable and just cause for termination of employment.

1. The Board shall deduct from the pay of each member of the bargaining unit the required amount of fees for the payment of Union dues or the equivalent as a service fee as provided in B above. The fees and a list of employees from whom the fees have been deducted shall be forwarded to the Union office no later than thirty (30) days after such deductions were made.
2. This Article shall be subject to the provisions of the Tenure Act. In the event that this Article should be challenged through the Tenure Commission, the Michigan Labor Mediation Board, or the Courts, the Union will pay the reasonable expenses of such proceedings, including the fees of legal counsel retained by the Union. If this Article shall be found to violate law, the Union shall be responsible for any loss or damage, including back pay, awarded by the Courts.
3. In the event that a Court of competent jurisdiction but not lower than the Michigan Supreme Court shall determine that the foregoing paragraph 2 is illegal or unenforceable then such paragraph shall be void and of no effect and shall be eliminated here from or replaced by such language as shall be determined by such court to be legal and enforceable.

- C. 1. The Board and its representatives shall take no action violative of, or inconsistent with, any provision of this Agreement. The Board agrees that it and its representatives will not take any action affecting other working conditions of teachers without first informing the Union prior to the taking such action. If after informing the Union of a modification and/or addition to a job classification the Union is not in agreement with such action, the following procedure shall be put in place. The Superintendent or designee shall appoint up to three (3) individuals to meet with the Union to resolve the issue. The Union President or designee shall appoint up to three (3) individuals to meet with the District to resolve the issue. The parties agree to meet within five (5) days from the Union's objection to resolve the issue. If a mutual agreement is not reached within ten (10) days after the representatives meet, the District shall have the right to place its plan and/or assignment into place subject to Article XIV, Section 4 of the parties agreement. Furthermore, the parties mutually agree that in the event an issue is arbitrated under Article II, Section A1 only, the losing party shall bear the full expense of the arbitrator's bill. This provision shall not apply to Site Based Management schools provision contained elsewhere in this

Agreement. The parties reaffirm that should a grievance be arbitrated under the Site Based Management section of the contract. The parties shall share the expenses equally. Meetings held in accordance with Article II, Section C1 shall be exclusive of the grievance procedure and all grievances, except the instant grievance mentioned in this Article and section shall not be considered at such meetings, nor shall negotiations for altering the terms of this Agreement be held at such meetings.

A committee comprised of three (3) teachers and three (3) administrators shall review and recommend to the Superintendent any proposed change in school structure, i.e., K-6, 7-9, 10-12, or half days. The changes, times, and method of implementation shall be mutually agreed upon.

2. An Instructional and Curriculum Committee shall be established by the employer and the Taylor Federation of Teachers to study, evaluate, and make recommendations to the Superintendent of Schools concerning curriculum study and revision. The purpose shall be to review and recommend policy affecting the nature and design of the instructional program of the District (P-12).
 - a. The council shall be composed of:
 1. Administration
 - High School Principal (1)
 - Middle/Junior High School Principal (1)
 - Elementary Principal (2)
 - Superintendent and/or designees (4)
 2. Teachers (selected by the TFT)
 - Elementary Teacher (6)
 - 6th Grade Academy (1)
 - Middle/Junior High School Teachers (2)
 - Senior High Teachers (4)
 - Special Ed Teachers (3)
 - TFT President or designee (1)
 - b. The chairmanship shall alternate between the Superintendent or designee and the TFT President or designee. For the school year 2011-2012, the Superintendent or designee shall serve as chairman.
 - c. The council shall have the authority to establish subcommittees when necessary. These subcommittees will be chaired by an appropriate School Improvement coordinator or an appointee of the Superintendent.
 - d. The council, functioning as an advisory and consultative body, shall review, study and encourage research of programs and make recommendations in writing to the Superintendent for transmittal to the Board of Education. A two thirds (2/3) vote shall be required for the approval of any proposal. If the Superintendent chooses to not recommend a given proposal, he/she shall inform the council of the rationale prior to its submission to the Board.
 - e. The duties of the council members are as follows:
 1. Attend all council meetings which will be held after school hours when possible.
 2. Substitutes shall be provided for meetings held during the school day.
 3. Discuss, investigate, evaluate, and make suggestions pertinent to improving curriculum, teaching methods, the educational environment, and the general operating procedures.

4. Review and evaluate any recommendations which Administration might make regarding changes in curriculum, materials, methods, or procedures affecting the learning process.
 - f. Final decisions regarding curriculum is the duty and responsibility of the Board of Education. However, all proposed changes must be brought to the council for a recommendation prior to the Board's consideration.
- D. Teachers presently covered by this Agreement who voluntarily transfer to programs initiated to utilize subsidies or grants available from agencies other than the School District of Taylor shall retain all insurance, retirement (subject to the State Retirement Act), and other benefits and shall continue to accrue seniority for salary increments and all other purposes as though they were in regular service. Upon return to service, they shall be *placed in the assignment which they left or, if this is not possible, in a comparable assignment* with all accrued benefits and increments that they would have earned had they been on regular service. During this period of voluntary service, all rights and benefits provided for in this Agreement not inconsistent with the agreement between the Board and the agency providing the funds shall continue in full force.
- E. When TFT membership is required or necessary on committees determining Taylor School District policies and/or procedures, the following process will be followed: The TFT President will be notified and will appoint one appropriate TFT member who will advise and participate in the selection of other TFT members who will be asked to serve on the committee.
- F. An employee officially representing the teachers of Taylor on any committee, agency or other such body established by the Board shall be selected from nominees submitted by the Administration to the Union.
- G. The Board shall make available to the Union upon its request any and all information, statistics, and records relevant to negotiations, or necessary for the proper enforcement of the terms to this Agreement, to the extent to which such material is readily available or is reasonably obtainable. The board shall, by June 1st of each year, forward copies of all member evaluations and related notes pertaining to the completion of minimally effective and ineffective evaluations to the TFT.
- H. The Superintendent of Schools shall meet at least once a month with representatives of the Union at the request of either party to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.
- I. The principal of a school shall meet at least once a month with the Union Building Committee at the request of either party to discuss school operation and questions relating to the implementation of this Agreement. The Union Building Committee shall consist of not more than five (5) teachers from that school. Proposed changes in existing policies and procedures for that school shall be subjects for discussion at such meetings. Such policies and procedures for that school shall be subjects for discussion at such meetings. Such policies adopted or maintained by any principal shall not be inconsistent with the terms of this Agreement.
- J. Whenever members of the bargaining unit are mutually scheduled by the parties to participate during working hours in conferences, meetings, or negotiations respecting the collective bargaining agreement, they shall suffer no loss in pay.
- K. Teachers who are elected or appointed to full time positions with the Union or any organization with which it is affiliated will, upon proper application, be granted leaves of absence for the purpose of accepting these positions. Teachers granted such leaves of absence shall receive all insurance and other benefits to be paid by the employee and shall continue to accrue seniority for salary increments and all other purposes as though they were in regular service. Upon return to service, they shall be placed in the assignment, which they left with all accrued benefits and increments that they would have earned had they been on regular service.

1. Teachers on such leaves of absence shall be permitted to pay the Board's regular contribution to all plans requiring such contribution. The Board agrees to recommend to the Public School Employees Retirement System that the time spent on leave of absence pursuant to this section be granted as service credit for retirement purposes.
- L. The Union shall be provided adequate bulletin board space in a place readily accessible to all teachers in each school for the posting of notices and other materials relating to Union activities. The bulletin board space allocated shall be identified with the name of the Union, and an authorized representative of the Union or his/her designee shall have the responsibility for posting materials.
- M. A TFT office in Taylor shall be a daily stop on the inter-school mail run and mail boxes may be used to facilitate the dissemination of written material for worthwhile and educational purposes, providing that no person or organization shall place any mail detrimental to the image of the School District, or any individual, or do anything to hamper the good relations between employees and/or employers. The school office shall be advised whenever the mailboxes are used for Union business.
- N. In schools where there is no Union representative a teacher shall be appointed by the Union as building representative. The President of the Union shall notify the principal and teachers of the building of the name of the appointee.
- O.
 1. The Union President shall have his/her teaching assignment two of the first three (3) hours if in the secondary, or morning teaching if in the elementary. The rest of the day shall be released to conduct business throughout the system only pertaining to items of this Agreement.
 2. The Union Executive Secretary shall have his/her teaching assignment the first three (3) hours, if in secondary, or morning if in elementary. The rest of the day shall be released time to conduct Union business.
 3. The elected Union officials shall have access to all buildings and staff without interfering with the educational operation of the schools. The school office shall be advised whenever the Union enters the building.
- P. The Union, on behalf of all its members, agrees that they shall not, without administrative approval, enter into Union activities during teaching time, and that they will give their best efforts to their teaching duties and to make such duties their primary interests. The Union recognizes the Administration's right to direct the operation of the school.
- Q. The Union shall have a place, upon request, on the agenda for building meetings involving matters relating to the interpretation and application of the Agreement.
- R. Teachers shall have the right to Union representation when meeting with an administrator and/or a parent if said meeting may result in disciplinary action being taken against the teacher.
- S. Payment of Union Officers' Retirement Service Credit: In lieu of cash payments to the Michigan Public School Employees Retirement System. The Union will provide additional services to the School District. In exchange for those services, the District will pay the retirement fees for the release time portion of the Union officers' salary. The service will be equal to or greater in time than the amount of release time provided by the District for the Union President and Executive Secretary. As per past practice, time spent in faculty meetings as provided for in Article IX, Section E will be counted as service exchange time. Such services shall be documented and submitted to the payroll department by the tenth of the month following the end of the quarters (April 10, July 10, October 10, and January 10).
- T. The Union President and Executive Secretary will have an amount equal to 50% of the English Department Chairperson's stipend added to their base pay.
- U. District will continue to be supportive of the AFT's ER&D program.
- V. For the duration of the Agreement, and to the extent allowed by law, the following will be referred to the Board Committee. The Union President and Executive Secretary, upon vacating their positions, shall be placed in the exact job assignment and status with which they vacated to perform their

duties as Union President and Executive Secretary. If the position no longer exists (closed building, elimination of program, etc.) the District agrees to place these persons in a position of their choice for which they are qualified, unless prohibited by law.

If the foregoing language is determined by a tribunal of competent jurisdiction to be contrary to law, the parties agree to meet and confer with respect to additional Board procedures. This shall not establish a precedent at expiration of this agreement.

ARTICLE III MANAGEMENT RIGHTS CLAUSE

The Board of Education reserves the right to administer the operation of the school system, 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, state, and federal statutes. The School District, on its own behalf, and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States, and School Code of 1976, and all other applicable laws, codes and regulations and any modifications made thereto. Further, all rights which ordinarily vest in and are exercised by employers, except such as are relinquished herein, are reserved to and remain vested in the School District, including but without limiting the generality of the foregoing, the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any new services, materials or methods of operation;
- B. To establish policies to govern the School District, to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. To determine the number, location and type of facilities and installations;
- D. To determine the size of the work force and increase or decrease its size, subject to limitation imposed by this Agreement;
- E. To hire and lay off employees;
- F. To direct the work force, assign work and determine the number of employees assigned to operation, subject to limitations imposed by this Agreement;
- G. To evaluate employees in accordance with and as required by the Teachers' Tenure Act;
- H. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content & classifications, to prepare job descriptions and alter those job descriptions, as necessary. However, the effect on the bargaining unit of any establishment, change, combination or discontinuance of job classifications and the establishment of wage rates for any new or changed classifications shall be subject of collective bargaining;
- I. To determine qualifications for any positions that are not covered by State certification/license and/or North Central requirements;
- J. To determine daily work schedule of all members of the bargaining unit;
- K. *To discipline and discharge employees for just cause*
- L. *To discipline and discharge probationary employees without just cause in accordance with the provisions of the Teachers' Tenure Act;*

- M. Furthermore, the School District, as employer, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment not specifically and expressly abrogated in this Agreement.

**ARTICLE IV
FAIR PRACTICES**

- A. The Board agrees to continue its policy of not discriminating against any teacher on the basis of race, creed, color, national origin, sex or marital status or membership or participation in, or association with the activities of, any teacher's organization.
- B. The Union agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all teachers without regard to membership or participation in, or association with the activities of, any teacher's organization.
- C. All policies and practices shall relate equally to all employees in the bargaining unit except where specifically directed otherwise by this Agreement.

**ARTICLE V
STUDENT TEACHER TRAINING**

The Board of Education recognizes the community responsibility for training new teachers. The Superintendent shall enter into agreements with teacher training institutions of the state to provide arrangements for practice teachers' laboratory experiences. Teachers interested in serving as supervising teachers shall apply for such positions.

**ARTICLE VI - A
CLARIFICATION**

- A. In order to eliminate misunderstanding and to assure smooth operation of this Agreement, at least two (2) meetings per year shall be held between the employer and the Union. At least one meeting shall take place on or before October 31, and at least one meeting shall take place on or before March 1.
- B. No member of the faculty shall be discriminated against because of membership in the Union. No member of the faculty shall be propagandized directly or indirectly against joining or continuing membership in the Union by any person in a supervisory or administrative capacity.
- C. Copies of all School Board minutes shall be sent to the Union office as soon as they are legally approved by the Board action.
- D. A copy of the public agenda of the regular Board meetings shall be available to the official Union representative to the Board 48 hours prior to the meetings. The Union shall be advised as soon as possible of all special meetings of the Board.

**ARTICLE VI-B
CONFORMITY TO LAW-SAVING CLAUSE**

- A. With respect to matters not covered by this Agreement which are proper subjects for collective bargaining, the Board agrees that it will make no changes without appropriate prior consultation with the Union.
- B. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law and any substitute action shall be subject to appropriate consultation and negotiation with the Union.
- C. In the event that any provision of the Agreement is or shall at any time be contrary to law all other provisions of this Agreement shall continue in effect.
- D. The Taylor School District and the Taylor Federation of Teachers agree that neither party has insisted on bargaining a prohibited or permissive subject of bargaining nor has either party insisted on bargaining a non-mandatory subject. Further, the parties agree that all items contained herein were bargained in good faith for the greater benefit of both parties

The Parties acknowledge there are provisions within this Agreement which are prohibited subjects of bargaining pursuant to Section 15 of the Public Employment Relations Act ("PERA"). The prohibited subjects of bargaining are not enforceable for individual bargaining members who are certificated as defined in the Michigan Teachers Tenure Act, being MCL 38.71 et. seq. The provisions which are prohibited for certificated teachers are still enforceable with respect to bargaining members who are not certificated teachers. The District has informed the Association which provisions it recognizes as prohibited pursuant to Section 15 of PERA. Further, the District has informed the Association that the prohibited subjects identified are not enforceable with respect to certificated teachers, and not subject to the grievance procedure. If the Association or an individual bargaining unit member file a grievance with respect to a prohibited subject of bargaining, the Parties will meet to discuss the applicability of the grievance procedure with respect to the provision of the Agreement alleged to be violated.

**ARTICLE VII
DEFINITIONS**

- A. Administration: Shall refer to the Superintendent and his/her entire administrative staff.
- B. Temporary administrative assignments: Shall be for a period of no longer than forty-five (45) consecutive working days except in the case of illness.
- C. Probationary Employee: Shall include all teachers under contract who have not completed the necessary probationary period within this system.
- D. Probationary Period: As defined under the Michigan Tenure Act.
- E. Regular Instructional Employee: Shall mean any teacher who has served a successful probationary period.
- F. Substitute Teacher: Any instructional employee who shall be employed on a day to day basis.
- G. Immediate Family: Shall include husband, wife, children, mother, father, sister or brother, in-laws, step relatives as limited above, legal guardian or wards of the court, foster parent, grandparents, grandchildren, or any dependents as described by the Internal Revenue Department for tax purposes.
- H. School: Any work location to which a member of the bargaining unit is assigned.

I. Principal: Any administrator of any work location to which a member of the bargaining unit is assigned.

J. 1. Seniority:

a. TFT seniority shall be counted as years of uninterrupted service in the District with the following adjustments. The amount of leave time for which seniority is not accrued shall be subtracted. Any time spent as a full time employee in another Bargaining Unit within the District shall also be subtracted.

A person on any leave under Article XII of the 1979-82 contract may continue to accrue seniority credit for up to one year, provided that a person serving in the armed forces of the United States accrue seniority during the time of such service.

Laid-off personnel shall accrue only one year seniority per layoff.

All leaves granted from 1943 to May 3, 1978 will accrue one year seniority credit per leave. No female employee who was compelled to resign or take a maternity leave of absence, as a consequence of a policy, which required pregnant teachers to make maternity leaves prior to 1972, shall be adversely affected hereby. (See Leaves, Page 35.)

Any person granted a leave which commenced during the period May 3, 1978 through September 1, 1982 shall accrue seniority for the entire period of such leave.

2. Any teacher who has or shall accept a permanent supervisory or administrative assignment from which he/she is displaced or voluntary vacates within two (2) years of his/her appointment date shall return to the Bargaining Unit under the following conditions:

a. *The returning member shall preference in the building he/she was last assigned as a teacher at the first opportunity after he/she returns to the Bargaining Unit. The only exception to this will be if the returning employee is a successful bidder on a posted position.*

b. *In the interim, the returning member will be placed in a vacant position if possible. If there are no vacant positions available for which they are certified, they will be placed in the least senior position for which they are certified (if they have more seniority). The displaced teacher will fill a vacant position if possible or become a permanent substitute with full teacher benefits including pay for the following school year.*

3. Acceptance of employment¹ as used in this Agreement shall be interpreted as the first day of performance by the employee after signing a Taylor Board of Education contract for employment.

4. Where two or more employees have the same service seniority date,² the tie shall be broken by:

First Step - Date of signing contract - the one with the most recent signing date will be considered the least senior employee.

Second Step - If the tie continues, the employee with the least number of graduate hours on file in the Board of Education office will be considered the least senior.

Third Step - If the tie continues, the affected employees shall break the tie in a drawing by lot.

5. The Taylor School District shall prepare an official seniority list of all members of the Bargaining Unit, annually. This list shall be available on November 1, and is to be updated by

¹ Hire Date

² The date first worked in that position

- April 30 each year. Said list shall be available in all buildings and the Union will be provided with twenty-five (25) copies.
- K. Combination Grade Assignments: For purpose of compensation under the provisions of this Agreement, a combination assignment shall refer to a grade assignment that includes students of two or more grades or levels. *If a split class is created after the beginning of the school year, those teachers affected, shall be offered the split class teaching position in order of seniority.*
 - L. Layoff: A layoff shall be defined as a loss of employment.
 - M. Community Education Teaching Employees: All certified and non-certified, including counselors, employed in the community education program.
 - N. Divisions: Shall mean the teaching areas known as secondary, elementary, ancillary, counseling, preschool, and voc/tech (housed at the Career Center and annexes).
 - O. Ancillary Services: Shall refer to those people who provide supportive services to students: compensatory education facilitators, special education teachers, and elementary teachers of music and physical education.
 - P. Art Station: An Art Station will be an individual student art table or a flat surface at least 21 inches by 30 inches per individual.
 - Q. N.C.L.B: No Child Left Behind Act
 - R. A.Y.P: Adequate Yearly Progress Dates

ARTICLE VIII PREREQUISITES FOR EMPLOYMENT

- A. Citizenship Status:
 - 1. All applicants approved for employment in the instructional field are required to present for recording purposes, documentary evidence establishing their citizenship; this requirement shall be a condition precedent for actual employment as defined in the School Code.
 - 2. All applicants will need to verify employment eligibility according to regulations set forth by the U.S. Department of Justice, U.S. Immigration, and Naturalization Service, on Form I-9 (Employment Eligibility Verification).
- B. Oath of Allegiance (or Affirmation) shall be required of all applicants (Public Act 451, 1976).
- C. Qualifications and Employment Procedures - Certified Personnel.
 - 1. Basis for employment:
 - a. Training - the applicant shall have such skills as may be required to successfully carry out the duties of the position. The academic qualifications of candidates for senior high school positions must meet North Central Association standards and N.C.L.B. Act. The district will hire only individuals that meet the requirements of N.C.L.B. unless permitted by Department of Education waivers.
 - b. Regular teachers in the bargaining unit who are qualified and certified for positions that are vacant will be assigned to fill such vacancies prior to the utilization of any individuals who possess only a ninety-day (90) substitute certificate. The candidate shall present a provisional or permanent certification in his/her field of teaching.
 - c. Experience - shall not be made a prerequisite for initial employment unless, in the opinion of the Superintendent or the Deputy Superintendent (Personnel), the position is deemed to require it.
 - d. Certification - All instructional employees shall be properly certified as may be required by law.

- e. Personal Qualities - Consideration shall be given to such qualities as personality, alertness, range of interests, sense of humor, happy disposition, vitality, good appearance, ability to get along with others, and to deal courteously with the public.
2. Procedure for employment:
- a. Certification - The candidate shall present satisfactory evidence that he/she has met all the state requirements for certification in his/her field of teaching or that he/she can be certified.
 - b. Application - is made on a form which sets forth data relevant to preparation, certification, interest, experience and other information relative to the candidate's competence.
 - c. Investigation - A careful analysis of the candidate's formal preparation to teach is made as related to the nature, type, and amount, and whether the training is in the area in which the candidate desires to teach. Investigation is also made into the informal preparation of the candidate in such matters as interests, travel, reading, and other experiences which add to the teacher's ability to teach.
 - d. Experience - If the candidate has had teaching experience elsewhere, reference is made to the degree of success in that school system.
 - e. Interview - Interviews will be conducted by the Superintendent and/or his/her representative. At his/her discretion, the Superintendent may include a Board of Interviewers consisting of additional administrative personnel.
 - f. Recommendation - The Superintendent will recommend to the Board of Education, teacher candidates for contracts.
- D. Application for Employment:
- 1. Application for employment shall be retained for one year only.
 - 2. It shall be stated on all applications the effective date of the application and that the application remains in effect for one year from the date of the filing of the application.
 - 3. Any applicant who does not contact the School District within a year from the filing date of the application shall have his/her application destroyed.

ARTICLE IX EMPLOYEE MEETINGS

- A. Local, State, and National: A reasonable number of classroom teachers shall be allowed to attend meetings of professional organizations each year. Qualified applicants shall be selected on a rotating basis. Paid substitutes shall be furnished when needed.
- B. The School Improvement Department shall develop policies and procedures regarding the payment of substitute teachers and the expenses incurred by individuals attending conferences, workshops, etc. Teachers will be paid a stipend for attending the following School Improvement meetings/in-service activities held after school or on Saturdays (excludes early release Thursdays):
 - in service on Board adopted basic curriculum (e.g., text books)
 - scheduled activities contained within an approved building plan
 - scheduled P-12-A curriculum team meetings
 - scheduled P-12-A curriculum team subcommittee meetings
 - scheduled B.L.T./site based meetings

No stipend shall be paid for an activity for which the staff member is already receiving compensation.

Any before or after school or Saturday meetings to in-service personnel intended to supplement adopted curriculum or instructional programs is optional for all certified staff and shall be without compensation. The School District shall endeavor to provide SBE/CEU and/or SCECH for these programs.

- C. In-service workshops conducted after school or on Saturdays (excluding early release Thursdays) shall be on a voluntary basis. All teachers must attend and participate in scheduled in-service activities when a daily substitute is provided. Teachers on an IDP must attend in-service activities when given a seven (7) day notice. Participants shall be selected for each authored program on the basis of seniority and certification on a rotating basis.

The author(s) of a program shall be given first priority according to certification, regardless of seniority. If the author(s) choose(s) not to apply as a presenter, then the position shall be filled on the basis of seniority and certification. If authorship is challenged, the determining factor shall be the date of written notification to the director.

Presenter shall receive:

2009/2010	\$35.09
2010/2011	Same percentage as applied to base rate for each session, not to exceed three (3) hours

In-service personnel shall receive:

2009/2010	\$23.39
2010/2011	Same percentage as applied to base rate for each session, not to exceed three (3) hours.

- D. District: Any overall District meeting of the instructional staff shall be held upon notice from the Superintendent at least five (5) days in advance and on school time. Only in cases of emergency may the Superintendent waive the above rule.
- E. 1. In each school, a monthly faculty meeting may be held upon 48 hour notice from the principal. The meeting will be held on a predetermined (regular) day. The monthly faculty meeting shall not exceed one hour and fifteen minutes. The principal shall establish the agenda for the meeting. This meeting may be held before or after school as indicated by the teachers at the beginning of the school year. It is further agreed that if the meeting is held after school the meeting hour will start 10 minutes after the scheduled school dismissal time. If the meeting is held before school the 10 minute station time may be used as part of the meeting time. Staff meeting times are to be used only for communicating building/district information. Staff meetings shall not be used for professional development, PLCs, etc.
2. During a teacher work day, (not including teacher record days) when students are not scheduled, a faculty meeting not to exceed two (2) hours in length may be scheduled. During a ½ day teacher work day, a faculty meeting not to exceed one hour may be scheduled. The principal shall establish the agenda for the meeting.
3. All members of the bargaining unit are required to attend these meetings as part of their assignment.
4. Additional meetings may be called with written authorization from the Superintendent for emergency purposes only. (Also see letter G below)

- F. Inter-building meetings in excess of one hour shall be held on school time and proper substitutes shall be furnished.
- G. Departmental and grade level meetings shall be held upon notice from the principal at least forty-eight (48) hours in advance. When necessary, the principal may waive the above rule, but shall file a statement with the Superintendent explaining the necessity of the meeting, and reason for the short notice shall be given to the teachers involved.
- H. School Counselors:
 - 1. The Board recognizes that counselors, with the approval of the building principal, shall have the flexibility to arrange their schedules to permit their taking part in activities outside the school building which are in the interest of the students. These activities shall include, but not necessarily be limited to, liaison activities with community and social agencies as part of the referral process, vocational/educational guidance workshops, parental contact and job and educational placement activities.
 - 2. *When vacancies occur, the Administration will poll the current counselors in order of seniority to ask if any desires to transfer into the vacancy(ies). The Administration may approve the transfer(s) based on:*
 - 1. *Length of service as a counselor.*
 - 2. *Previous transfers.*
 - 3. *Welfare of the TFT member and School District.*
 - 4. *Needs for the school with the vacancy.*

This process shall continue until a final vacancy is available to be filled by other members of the bargaining unit. At this point, the position(s) shall be posted. The three (3) most senior qualified applicants and three (3) Board selected applicants shall be interviewed by the Professional Review Board and their selection shall be binding.
 - 3. Senior high school counselors shall work ten (10) additional days per school year. Middle/Junior High school counselors shall work five (5) additional days per school year. These additional days will be scheduled by the building principal.
- I. To abet the processing of I.E.P.C.s the following procedure will be followed: Two (2) substitutes will be provided for general education and special education teachers to process I.E.P.C.s. School psychologists and school social workers, in addition to access to the above substitutes, will have available a third substitute on request with administrative consent and a one week prior notice.
- J. As compensation for open house, TFT members will receive two (2) hours of release time. The day and time will be by mutual agreement between the TSD and the TFT annually when the calendar is developed.

**ARTICLE X
DAILY WORK SCHEDULE**

- A. The teachers' maximum daily work schedule shall meet the State mandated instructional hours. In the event that State, Federal, or other appropriate agencies (i.e. North Central Accreditation Standards) shall require additional time, the work day and/or work year shall be modified accordingly. Teacher and student days may be increased up to a maximum of five (5) days more than the present contract limits for the applicable year without additional compensation for employees when the State requires more time.

The Board of Education shall retain the right during the term of this contract to alter, modify, increase, or decrease the student-teacher contact time to meet the minimum requirement of state, federal law,

or any agency requirement. In accordance therewith the Board shall have the right to modify the workday, the work year and work schedule to accommodate such changes in the manner which allows the District to operate and function in the most economic and educationally sound manner achievable. Any schedule determined by the School District shall as closely resemble the current school calendar to the extent that this can be achieved without sacrificing efficiency and economy.

The parties to this Agreement mutually accept that the purpose is to establish at least the minimum minutes of contact time between students and teachers and that the Board of Education shall have the right to alter, modify, increase or decrease or otherwise change building and teaching times and schedules to accommodate transportation and break period requirements for students, and for other mandated services provided by the District to students and as are necessary to the economic operation of the educational facilities.

B. Lunch Periods/Station Time

In addition, during the term of this Agreement, the parties shall guarantee the following time periods for the purpose stated:

- | | |
|---|---------------------------|
| 1. Duty free lunch period (secondary) | 25 minutes |
| 2. Duty free lunch period (elementary) | 30 minutes |
| 3. Station time (sec. and elem., except Kindergarten) | 15 minutes (10 AM / 5 PM) |
| 4. Station time (kindergarten) | 10 minutes (5 AM/ 5 PM) |

Please note if all day kindergarten station time is the same as elementary, teachers shall be at their teaching stations ten (10) minutes before and five (5) minutes after their regularly scheduled class time. Teachers with a prep period shall be in the building in lieu of the teaching station. Study hall shall be considered a teaching assignment.

C. Record Days, Parent Conferences, Release Days

The parties further agree that during the term of this Agreement, each year of the school calendar will contain as a minimum the following:

Elementary

Record Days	3 full days or equivalent
Parent Conference	4 half days plus 4 evenings (2 half-days plus 2 evenings shall be fall conferences)
Release Time	2 full days (1 full day compensation for fall conferences and 2 half days for winter and spring conferences)

The last two days of the school year shall be half days for students.

Secondary

Record Days	3 full days
Parent Conferences	3 half-days (1.5 full day plus 3 evenings)
Release Day	1.5 days
Exam Days	4 one-half days (2 total)

Please note that record days for high school will be adjusted to accommodate the trimester schedule and will be documented on the TSD Calendar.

TFT members will have the option of working off site on all record days. On the final record day of the year, teachers must complete the checkout process in person. The checkout process will begin on the afternoon of the last student day.

D. **Emergency Assignments**

1. **Lunch Duty**

- a. Emergency lunch-duty assignments will be on a rotating basis to those willing to accept this assignment. In the event there are no volunteers, teachers may be assigned on a rotating basis. Teachers who assume emergency lunch responsibilities shall be paid at the rate of \$10.00 per hour.
- b. In elementary schools not serviced by a full-time principal, teachers can be assigned to lunch duty on a rotating basis at the rate of \$10.00 per hour or one (1) teacher may elect to take a lunch duty as an extracurricular activity at the rate of \$1,800.00 per year. The principal assigned to the two (2) schools shall be responsible for lunch duty in the larger of the two (2) schools.
- c. Beginning in the 2001-2002 school year, high schools may solicit volunteers for lunchroom supervision if release time is not provided. Teachers may volunteer to supervise the lunchroom during the lunch period they would normally eat. The rate of pay shall be \$11.00 per 25-minute lunch period per day. No teacher shall supervise more than one (1) lunch period per day. Volunteers shall be solicited on a semester basis.
- d. The board shall furnish paid lay personnel for cafeteria and noon playground duty. In the event that no lay personnel are available to supervise the lunch room, the following procedure will be implemented:
 1. Volunteers will be solicited to supervise the lunch room. Compensation will be at the emergency hourly substitute rate of pay.
 2. If there are no volunteers, staff shall be assigned on the basis of inverse seniority to supervise the lunch room in fifteen minute segments until such time as each teacher in the building has done this once. Compensation shall be at the emergency hourly substitute rate of pay.
 3. Staff who, supervise the lunch room additional times shall be compensated at the rate of 1.5 times the emergency hourly substitute rate of pay. Volunteers will be solicited and assignments will be made in rotation using seniority. If no volunteers are available, then certified staff will be assigned on a rotating basis utilizing inverse seniority.

2. **General Emergency Conditions:**

- a. If the principal is absent, one (1) member of the certified staff shall be in the building with no assigned duties in order to handle emergencies.
- b. Language labs and libraries shall not be used as "general" classrooms except in emergencies and only when qualified personnel are available to insure safety of equipment and books.
- c. All non teaching duties and emergency assignments within a school are to be shared among the teachers on an equitable basis.

E: **Time Loss**

In the event that the teacher is not at his/her teaching station or building as stated in Article X, Section B, it shall be the decision of the principal as to whether that teacher shall be paid for time lost.

When it is necessary to dock a teacher, it shall be placed on his/her record.

1. The docking rate shall be based on the formula used in compensating a teacher for emergency substituting (Article XVI, Section I, 3 & 4).

F. **Fifth Block Compensation**

Starting with the 2009-2010 school year, any teacher that selects to teach a fifth block will be compensated at the rate of 4.67% of their current step and lane on the salary schedule per trimester. This class selection cannot be in lieu of a duty hour or any other extra curricular assignment. Teachers will not be allowed to take a fifth block class if a laid off teacher is available and willing to teach said class/classes.

1. Teachers who elect to teach a total of five (5) blocks at two (2) different high schools and travel on their lunch period shall be compensated $\frac{1}{2}$ of the emergency subbing rate of pay (currently $\frac{1}{2}$ of \$22.00 = \$11.00) per day, if the administration and teacher mutually agree that the teacher should miss their lunch and teach five (5) full blocks. This compensation shall be paid at the end of each trimester.

G. **Deviation of the Length of School Day**

1. A deviation from the length of the school day shall be allowed on a limited basis in order to provide full time employment through the combination of danglers in secondary schools with approval of a majority of the TFT executive board and the written consent of the teachers involved. Compensation shall be \$5.00 per day.
2. In the TITAN program, flexible scheduling shall be permitted with the advice and consent of the TITAN staff.
3. Voc/tech teachers' work schedule shall be the same hours and days as the high school teachers.
4. Co-op coordinators will be assigned in accordance with the State mandated guidelines.

H. **Class Size Limitations**

1. The Board of Education agrees to set class size limitations of 30 in grades kindergarten and first grade, 31 in grades 2 through 6, and 33 in grades 7 through 12. Because of numerous scheduling problems, the Board of Education will agree that a one (1) student per teacher session variable may exist. A review board consisting of a senior high, middle/junior high school and an elementary teacher will meet prior to the tenth student day to review class loads throughout the School District.
2. Class overloads shall be determined on a daily basis. When a class size, after the tenth student day for the first trimester and the fifth student day for the second and third trimester, exceeds the limit, the teacher shall be paid:
 - a. \$5.00 per additional student per day in the elementary schools
 - b. \$1.00 per additional student per hour in the middle/junior high schools
 - c. \$1.25 per additional student per block in the high schools (also refer to Article X, Section J, 1) for class size for the English Department)
 - d. Elementary Physical Education and Music will be paid per student, per class according to the following rates depending on the length of the class:

0-15 minutes	\$.25	16-30 minutes	\$.50
31-45 minutes	\$.75	46-60 minutes	\$1.00
3. An acceptable reason for altering the class size objectives may be any of the following:
 - a. A class larger than 34 is necessary and desirable in order to provide for specialized or experimental instruction.
 - b. Special subjects with less than 34 teaching stations be limited to the number of students for stations available.

4. The district and Union agree that the assignment of teachers for the purpose of class-size reduction grades K-3 will be subject to the availability of funding. Both parties agree these positions will be eliminated if funding is not available.
 - a. The district will determine the classrooms that will be assigned class-size reduction teachers.
 - b. A substitute teacher will be provided after three (3) consecutive absences of the same teacher for the classrooms that have two (2) teachers assigned for the purposes of the Lower Class Size Reduction Grant when only one (1) teacher is absent. If after three (3) consecutive absences of the same teacher and a substitute teacher is not provided the teacher will be compensated at the rate of \$100.00 per day or \$50.00 per half day.
 - c. If there is a shortage of substitutes in the district/building then classrooms that are not assigned two teachers will receive a substitute teacher first if a substitute teacher is available.
5. The Department of Instruction will meet each spring with a committee of the TFT prior to the establishment of elementary classes to provide input in order to reduce or eliminate combination classes for the next school year.

I. **Teacher Planning Time**

Wherever administratively possible, teacher programs shall follow these guidelines:

1. **Trimester Scheduling:**

The District will institute trimester scheduling at the high schools starting with the 2009/2010 school year.

<u>B/C TC</u>		<u>Building Athletic Director</u>		
Teach	2 blocks	Teach	2	blocks
B/C duties	2 blocks	A.C. duties	2	blocks
Planning	1 block	Planning	1	block
<u>Co-op Teacher</u>				
Teach	3 blocks			
Co-op duties	1 blocks			
Planning	1 block			

Note: The Co-op assignment may be scheduled as a 1/2 block to perform needed Co-op duties if the class load does not warrant a full block. Michigan Department of Education and North Central guidelines will be used when making this determination. If it is necessary to have only a 1/2 block scheduled to perform Co-op duties the principal will be responsible for assigning additional duties to fill the other 1/2 of the block.

2. At the high schools, one of the blocks of time will be scheduled for a planning time for the teacher. When a high school teacher is forced to sub during their planning period, they shall be paid \$22.00 for the block of subbing.
3. Should the District develop a seminar period(s) within the block schedule the administration has the right to adjust teaching schedules to accommodate the implementation and supervision of the seminar period.
4. Beginning with the 2004-2005 school year, teachers assigned to teach in the middle /junior high will teach five (5) out of six (6) hours or six (6) out of seven (7) with one (1) hour of personal planning time.
5. Elementary Music/PE/Art/Foreign Language shall be considered planning time for elementary teachers.

6. The position of Drug Intervention Leader shall be exempt from seniority beginning in the 1987-88 school year. The parties will mutually examine the program to provide recommendations for qualification for assignment for future years.

J. **Teacher Programs**

1. Starting in the 2009-2010 school year, all high school English Department teachers will be assigned no more than 112 students per day in the trimester scheduling format (for four (4) blocks). This will result in an average of 28 students per class, but in no case will a class have more than 30 students. The exception to the 30 student limit will be the Broadcasting Class and the Theater Arts Class which may have up to 33 students each, but still no more than 112 total students per day per teacher (for the four (4) blocks).
2. Algebra 8 classes shall be taught by certified math teachers.
 - a. Whenever possible, the initial preference will be given to teachers assigned to the middle/junior high school where the vacancy exists.
 - b. When no certified teacher is assigned to the middle/junior high school, the Algebra 8 class will be combined with senior high school math offerings, using the following pairings: Kennedy/West Truman/Hoover.
3. All elementary school students will be provided instruction in physical education and music/art. Grades K through 6 (if 6th grade is self contained) will receive an average of one hundred seventy (170) minutes per week calculated over the school year of physical education/music/art/ instruction or any combination thereof.
4. All elementary school students will be provided with a supervised recess(s). The building principal and the Union Building Committee will establish the recess schedule for each elementary building.
5. In the elementary schools, workloads shall be as equally balanced as possible.
6. Paraprofessional Services: A minimum of four (4) hours of library service shall be provided in all elementary buildings of seven (7) classrooms or more in size.
7. Special Kindergarten Instruction Week:
 - a. On the first day of the school year, kindergarten age children will report to school with their parents. The kindergarten teacher will use this time as an instruction time for students and parents. The purpose is to enhance the supportive role of the parents in the educational process and to allow an easy transition of the child into his/her school career. The schedule for the day will be arranged by the principal.
 - b. For days 2, 3, 4, and 5, a substitute employee, if available, will be provided to facilitate Kindergarten adjustment.
8. Elementary physical education, music, and foreign language personnel shall initiate services to students, no later than the students' second day. The programs shall continue through the students' last day. All other ancillary personnel shall initiate services to students no later than the students' third day. The programs shall continue through the students' last class day.
9. The Administration and Union agree that elementary physical education, music, and foreign language, and art teachers may double up classes as long as student enrollment in said classes does not exceed contract limits. The principal and/or assistant superintendent will have the right to determine if classes should be doubled. If doubling occurs the session will still be counted as one (1) session. If the student count exceeds contractual limits, the teacher will be paid \$1.00 per additional child per session.
10. Elementary and middle/junior high school music teachers will receive a stipend per TFT contract when involved in a musical production outside of the school day. The number of musical productions is not to exceed two (2) (outside the school day and does not include Art Fest) and must be mutually agreed upon by the building administrator and the teacher.

11. **Reading:** The Board of Education and Taylor Federation of Teachers jointly acknowledge their commitment to the priority of reading as a primary skill in the educational development of each student served in the Taylor Schools. In furthering this commitment, the Taylor Board of Education expresses its firm belief that the classroom teacher is the backbone and major force in the instructional program. Thus, it is recognized that in assisting classroom teachers in meeting the objective of permitting each student to develop to his/her fullest, requires a many faceted approach; reading as a primary skill is no exception. In this regard, the Board of Education acknowledges its commitment to assist classroom teachers with special programs complimentary to the regular classroom program.
12. Cheerleaders and intramural shall be given proper times and places for activities and practices to be determined by the principal and the coach of the activity.
13. The TSD agrees that all secondary media centers will receive a minimum of a half week (.5) of library service provided by a certified media specialist. One certified media specialist will split the work week equally between both high schools and one (1) between both middle schools for the sole purpose of operating the media center.

K. **Special Education Programs**

1. Special Education Programs shall conform to State Regulations.
 - a. Every effort will be made to distribute main streamed special education students in a manner which best serves the students' educational needs.
 - b. Placement shall be reviewed by a committee composed of the classroom teacher, the special education teacher, and the principal.
2. Every attempt will be made to not have more than four (4) Special Education students (with the exclusion of speech and language impaired) per hour in general education classrooms.
3. Teachers of the homebound shall be reimbursed for all business calls and transportation and shall have teaching materials and workbooks made available to them.
4. When an aide is assigned to a special education classroom and the students in that room as a group are instructed in music, art and physical education and foreign language the aide shall accompany them to assist the music, art and physical education teachers.
5. Emotionally disturbed pupils and pupils who present severe disciplinary problems impede the educational progress of the entire class. Teachers faced with such pupils in their classes shall be given early support in the form of psychological and social work assistance and by serious consideration of the removal of such pupils from the class.
6. Ancillary special education staff in each building shall have an appropriate space made available to provide privacy necessary for evaluations and interviews and have access to a working computer.
7. Necessary Medicaid Forms that are required for District reimbursement will continue to be filled out by appropriate staff members such as counselors, special education teachers and members in the special education department.
8. The parties mutually agree to establish a joint committee to study the impact of state-mandated inclusive education on the Taylor School District and to develop guidelines for implementation.
9. Child Study Meetings and Multi-Educational Team Meetings: For purposes of child study meetings and multi-educational team meetings, teachers at the elementary level agree to participate in said meetings, with five (5) days notice, either before or after the regularly scheduled day. Teachers will not receive additional compensation. However, the teachers will have the option of taking comp time on teacher meeting days, record days and/or building days when professional development is not scheduled. Teachers must notify their principal in advance when scheduling this comp time.

10. The TSD agrees to set Special Education caseloads following the State Regulations, State Waiver or RESA Waivers whichever is larger. Overloads or waiver from RESA will be paid as follows:
 1. Full Evaluations will receive 1% of Bachelor's base.
 2. Re-Evaluations will receive $\frac{3}{4}$ of 1% of Bachelor's base.
 3. \$1.00 per day per student.
11. Special Education teachers will be issued a swipe card to access the building in which the Special Education Office is housed.

L. **Textbook Selection/Teacher Supplies**

1. **Textbook Selection Procedures:** Teachers shall participate in the selection of books. No new textbook will be adopted if it is opposed by a majority of the committee of teachers involved in the potential use of that textbook.
 - a. The Elementary/Secondary Curricular Committee(s) will begin researching the latest publishing data regarding the academic area of concern.
 - b. After the initial investigating of the above mentioned committee, the complete teaching staff should be informed as to what is being done.
 - c. The teaching staff would be asked to individually volunteer to work in the selection of textbooks for the academic area of concern.
 - d. A selection of people in the administrative and teacher ranks would be made to represent the District in a particular area. This group will be known as the textbook selecting committee for that particular academic area.
 - e. This committee will meet with a member or members of the Central Administration staff and be charged with the responsibility of examining, evaluating, and recommending to the central staff at least two (2) publications; "Criteria for Evaluating Textbook Guide" to be used in an objective manner for evaluation.
 - f. The Central Administration acting upon the recommendation of the textbook committee will then meet with consultants, teachers, etc.
 - g. The recommendation of the committee and the Central Administration shall be forwarded to the Superintendent of Schools.
2. Each teacher shall be provided with a sufficient number of appropriate textbooks.
3. Teachers may requisition books and supplies from the lists of all levels to enable teaching at the level of the pupil.
4. **Teacher Supplies:**
 - a. All returning classroom teachers will provide the principal with initial book and instructional supply order by April 1. The building principal will review these orders in light of 1) budget allotments, 2) availability, and 3) total building needs. The principal will advise the teachers as to which supplies cannot be obtained and the reasons for the deletion by May 1. The building principal shall present the initial book and materials requirements to the Central Administration for appropriate action by June 1st. The Employer will then have three (3) months to purchase and allow for delivery of these initial materials. Teachers shall be immediately notified regarding supplies that have been deemed unavailable. The supplier will be asked to confirm, in writing, all unavailable materials. Delivery of needed books, material, and equipment orders shall be in by September 1. It will be the Administration's responsibility to determine the appropriate source of the instructional supplies. When supplies are not received by the second week of school, every effort shall be made to obtain the necessary interim supplies. In the event that there is a major supply problem in September the parties agree to reopen this clause of the contract for renegotiation.

1. No courses of instruction shall be set up unless all necessary teaching personnel, supplies, and equipment are available before the starting of the school year.
2. Teaching supplies designated for each grade or class in the individual schools shall be made readily available to each teacher.
- b. Chalk boards shall be provided for all rooms including band and chorus.
- c. All kindergarten rooms shall have a piano or a similar musical instrument.
- d. Desks shall be provided in any room in which regular classroom teaching is going on, whether or not its use is normally as an activity room (i.e., shop room, band room, etc).

M. Parent Conferences

1. In the elementary schools, the principal shall assist in scheduling all parent-teacher conferences of families with two (2) or more children in their school. This should be done at the earliest possible time. The individual teacher shall then schedule conferences for all students without siblings in that particular school. It is the responsibility of each teacher to arrange spring conferences for those, which are necessary.
2. Grades K through 6 shall have two (2) half days and one (1) full day in the fall trimester and four (4) half days in the winter and spring trimester for parent-teacher conferences.
3. In the elementary schools, two (2) half days in the fall trimester and two (2) half days in the winter and spring trimester shall include evening conferences. Teachers will be provided with a full day release time the following work day after the fall trimester conferences and two (2) half days of release time for the winter and spring trimester conferences the following workday after conferences.
4. In the secondary schools, time will be set aside for parent/teacher conferences/open house. One P.M. session each fall will be scheduled for this activity continuing into the evening. Teachers will be provided a half-day release time during the P.M. session of the following work day. Please note beginning in the 2009/2010 school year the Union and District will effectuate the necessary changes needed for parent conferences in the high school to conform to trimester scheduling due to dissolving block scheduling. These changes will be documented in the District School Calendar.
5. In the event that the District schedules two (2) evening conferences the teachers will be provided a full day release time the following work day after the second evening conference.

N. Report Cards/Student Grades

1. In grades 1-6, an A.M. session only shall be held prior to the distribution of report cards for the first and third marking periods.
2. Students' Grades: Whenever a grade or decision to pass or retain a student is changed against the advice of the teacher(s) giving the original grade(s), the principal shall state in writing to the teacher(s) the reasons for such change and shall assume full responsibility for such change. The teacher may appeal such change to the Superintendent. In cases appealed by the teacher under provisions of this Article, the teacher shall state in writing supportive evidence for his/her position on the case appealed.
3. Report cards/scan sheets will be distributed to all teachers five (5) days prior to the end of each marking period. Those report cards/scan sheets will not be due until three (3) calendar days after the end of each marking period. For the final marking period, elementary teachers shall have report cards ready for print three (3) calendar days before the final class day of the year. Secondary teachers will return scan sheets on the final work day.

O. Job Sharing

1. Job sharing shall refer to two (2) members of the bargaining unit sharing one (1) full-time position. *Job sharing assignments shall be filled only by teachers who have jointly agreed to work together and are both highly qualified teachers as determined by the N.C.L.B. Act.*

Request for job sharing assignment shall originate from currently employed members of the bargaining unit.

2. Requests for job sharing assignments shall be made prior to the class selection day. *Job sharing assignments shall be granted annually upon mutual agreement of the teachers and the personnel office. Such requests shall be limited to the position held by the lead teacher.* The personnel office shall maintain a list of members interested in job sharing positions.
3. Responsibilities of persons in job sharing assignments shall be divided according to a plan designed by the job sharers with the concurrence of their immediate supervisor. This plan shall include but not be limited to attendance at regular staff meetings, parent conferences, division of teaching responsibilities, scheduling, etc. The plan shall be signed by both job sharers and the immediate supervisor. Once a plan has been signed, neither job sharer may request a full time position for that year unless one (1) job sharer vacates the position.
4. *In the event of a vacancy of the position by one (1) of the job sharers, the remaining job sharer shall be offered the position full time. If the remaining job sharer chooses not to accept the position full time, the half position being vacated shall be offered to the next qualified person on the layoff list.*
5. *In the event that the lead job sharing teacher should vacate that position by leaving the School District after the Agreement is signed, that position shall be considered a vacancy to be posted at the next posting of vacancies. The remaining job sharer if no new partner is available shall be treated as a teacher returning from leave.*
6. Participants shall be placed appropriately on the salary schedule, pro-rata, and shall receive a one-step increment for each year of service. All other benefits including sick leave and health benefits shall be pro-rated.
7. *Teachers returning from a job sharing position shall follow the same procedures as a teacher returning from a leave and shall be considered a member of the school from which they came.*

P. **Discipline**

1. Before there can be a positive learning climate in the classroom, there must be effective controls on student behavior applied by both teachers and principals. Therefore, a consistent and reasonable discipline policy shall be established within each school. The building principal shall review the building discipline policy with the building staff at the initial staff meeting each year.
2. Initial application of sound classroom management regarding behavior problems rests with the classroom teacher. The Board and the Union agree that the adjustment of behavioral problems is the joint responsibility of teachers and administrators. Teachers shall have immediate recourse to administrators who shall give the teacher effective and consistent support in each case. Corporal punishment may not be administered by classroom teachers in accordance with the laws of the State.
3. Provisions of student conduct shall be consistent with the State of Michigan general school laws and student code of conduct.
4. It is the goal of the parties to insure that discipline imposed against students will be as uniform as possible. To that end, the parties agree to create a Student Discipline Committee. The committee will convene as soon as possible. The committee will endeavor to establish a uniform student discipline policy.

Q. **Working Conditions/Safety Conditions**

1. Classroom interruptions are to be permitted only in the case of an emergency or when no reasonable alternative is possible.
2. Teachers will carry out their duties under safe and healthful conditions in the school.
3. Band rooms will not be used without proper supervision.

4. In schools where a room is not being used as a classroom or as the library, music teachers have preference to use it as a permanent station. When not in service for music, ancillary staff shall have preference depending on the number of students being serviced, highest number, and first preference.
5. Each temporary classroom shall have proper lighting, proper ventilation, and proper heating to maintain health.
6. Teachers and children will be relocated or sent home by the principal when room temperature goes below 60 degrees, ventilation, or other conditions become incompatible with health and/or safety.
7. Band, chorus, and shop rooms shall be soundproofed.
8. Each school shall be provided with a clean, attractive, comfortable teachers' lounge.
9. The intercommunication system shall not be used for observation or evaluation of teachers.
10. Separate lavatory facilities shall be provided for male and female teachers in all buildings to conform to State Law.
11. In schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the particular school staff. The profits shall go to the building budget and shall be administered by agreement between the building principal and the site steering committee.
12. A lockable desk or lockable two-drawer file cabinet shall be made available to each teacher.
13. Each special service teacher or supplemental personnel shall have a specified locking desk with chair and/or a locking file cabinet in his/her home schools. Where or when feasible, he/she shall also have office space available.

R. **Job Descriptions**

1. The Superintendent of Schools shall prepare job descriptions for all positions, administrative and supervisory in nature, which affect teachers. The job descriptions shall have a clear definition of the responsibilities of each administrator or supervisor as they affect the teachers. Where teachers are responsible to more than one (1) supervisor, they shall be advised by their principal of the exact division of such responsibility.
2. The job descriptions of these administrative and supervisory positions as they relate to teachers shall be made available to teachers and other members of the staff.
 - a. Principals shall clarify the relationship between the administrative staff, the school, and the teachers by the posting of a school organization chart showing the lines of responsibility and supervision of each teacher and administrator in the school and of each teacher and administrator coming to the school on a regularly assigned or supervisory basis.

S. **Absence from Duty** (See also Article XIII, Section B, Subsection 3c)

1. An Automated Educational Substitute Operator (Aesop) phone/internet service or comparable will be used to record absences and assign substitutes.
2. When a teacher is unable to return, he/she must notify the Board Office by 2:00 p.m. If no notification is received by the Board Office, it is understood that the teacher is returning. In cases of extended absences, daily notification shall not be necessary, although the absent teacher shall notify the Board Office when returning. The Board of Education shall notify the school of the teacher's absence and the teacher's returning.
3. Personal Business Day: Call in procedure shall be similar to sick days. Notification will be given at the time as to whether it will be one or more days.

T. **General Information**

1. Any additional duties in any building should be equally distributed among all instructional employees as nearly as possible.

2. The Board of Education recognizes the professional competency of its classroom teachers. In the running and the operating of any school, however, there are times that the collection of funds and clerical duties are essential for the overall operation of the schools. The collection of such fees and clerical duties will be kept to a minimum and will be required of classroom teachers only when it is administratively impossible to do otherwise.
3. No principal shall allow any selling or soliciting of any kind in the school unless authorized by the Superintendent. When the Superintendent closes the schools system-wide for emergency situations, teachers shall not be required to report but will be required to make up those days necessary to maintain full state aid funding without additional compensation.
4. The Administration vacancies and qualifications shall be posted so that all teachers may be aware of those vacancies or new positions in time to apply. The Administration shall give twenty-four (24) hours notice to all interviewees. All applicants shall provide the Administration with current address and telephone numbers to assure availability for said interviews. The administration shall provide a written receipt for all written applications for posted administrative positions.
5. Setting up Heterogeneous Classes:
 - a. Receiving and sending teachers will meet after the in-house preferencing, but before the end of the school year, to set up classes for the receiving teachers.
 - b. The classes will be divided as evenly as possible, taking into account the academic level and the behavior of each child.
 - c. Parent requests may be honored so long as they do not upset the overall balance of the classes involved.
6. Damage or Destruction of Property:
 - a. Teachers shall not be held responsible for loss within the school of school property or children's property when such loss is not the fault of the teacher. This does not exonerate the teacher from responsibility for school property in his/her charge.
 - b. The Board of Education will reimburse teachers, in an amount not to exceed a total of \$200.00 in any school year, for loss or damage or destruction, while on duty in the school, of personal property of a kind normally worn or brought into school, when the teacher has not been negligent, to the extent that such loss is not recovered by insurance. The term "personal property" shall not include cash. The terms "loss", or "damage", and "destruction" shall not cover the effects of normal wear and tear and use.
 - c. The request for reimbursement must include any or all of the following items which are applicable to the specific loss:
 - copy of the police report
 - copy of insurance coverage showing amount of deductible
 - verification of loss by witness and/or building administrator
 - copy of paid bills(s)
7. Relative to the current Memorandum of Understanding dated November 19, 2004 shall remain in effect between the parties regarding Hiring Part Time Categorical Positions to Fulfill NCA Requirements and/or Raise MEAP Scores for the 2004-2005 school year, effective January 1, 2005.

The Taylor School District and the Taylor Federation of Teachers mutually agree that individual schools may use respective building funds to employ part time staff necessary to fulfill NCA requirements and/or to help raise MEAP scores. These categorical positions are subject to available funds and will be eliminated when funds are no longer available. The District and TFT further mutually agree as follows:

- a. All such categorical positions will be paid from individual school building funds.
- b. The District has the exclusive right to determine qualifications and competence of any person assigned to such positions.
- c. Employees assigned to these positions shall not acquire seniority or be entitled to any employment benefits of any kind under the Collective Bargaining Agreement negotiated between the District and the TFT, except that such individuals shall have access to the grievance procedure.
- d. No TFT member shall be displaced as a result of the assignment of such categorical positions. TFT members on the lay-off list, if qualified and available will be given the opportunity to interview for such positions but whether selected or not, will not be taken off the lay-off list and will retain rights to be called back to a full time teaching position.
- e. Persons employed in such categorical positions will work a maximum of 90 days per school year or the equivalent thereof. Such part time individuals will be paid according to the assignment/salary schedule contained herein. This schedule reflects a six-hour school day. Individuals not working a full six-hour school day will have their pay pro-rated.
- f. Individuals assigned to such categorical positions will become members of the Taylor Federation of Teachers, Local 1085, AFL-CIO provided the duties performed fall within the scope of the recognition clause of the CBA.
- g. The categorical positions will not be filled by a retired TFT member currently receiving payments under the Program (RIP) offered by the District.
- h. Except as specifically set forth in this memorandum, no other provision of the CBA applies to such categorical positions noted herein.
- i. For the 2004-2005 school year the District has identified the categorical positions to be filled and the individual assigned to such position. Following is a list of positions subject to this Memorandum:

<u>Position</u>	<u>School</u>	<u>Daily Rate of Pay</u>
Supplemental Elementary Instructional Support Consultant	Randall	(\$175/day)
Elementary Library/Media Consultant	Randall	(\$175/day)
Elementary Counselor	Randall	(\$175/day)
Elementary Art Consultant	Moody	(\$175/day)
Elementary Library/Media Consultant	Eureka Hgts	(\$175/day)

8. **Teacher Files:** Official teacher files shall be maintained by the personnel department under the following circumstances:
 - a. No material derogatory to a teacher's conduct, service, character, or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such materials by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the materials to be filed and does not necessarily indicate agreement with its content.
 - b. The teacher shall have the right to answer any material filed and his/her answer shall be attached to the file copy.
 - c. Upon appropriate request by the teacher, he/she shall be permitted to examine his/her file.
9. Provisions shall be made as rapidly as possible for parking facilities for teachers near their schools and the Administrative Office.
10. Students' first day shall only be 1/2 day for grades K through 6.

11. The Building Committee in conjunction with ancillary personnel shall consult with the principal in establishing a building schedule prior to the students' second day.
12. Teachers who are assigned positions outside of their field of preparation may make such assignment the subject of a grievance.
13. When a child is placed or transferred into any class, pertinent information concerning any special medical or psychological conditions shall be made available to the receiving teacher prior to said placement. It is understood that all such information is confidential and shall not be communicated to anyone other than authorized persons.
14. When an elementary principal is absent over five (5) consecutive days, an acting principal shall be appointed by the Superintendent to make the necessary administrative decisions.
15. The two basic standardized tests given in elementary schools during the school year shall be machine scored. Elementary teachers shall be responsible to complete the CA 60's for their students.
16. The supply budget allocation for each school shall be made available to the Union's Building Representative, at their request. All teachers shall have the right to provide recommendations to the principal relative to expenditures from the supply budget.
17. 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.
18. Cost for certification, registration, or license required for continued employment shall be paid for by the District. No certification, registration or license reimbursement will be given for the 2012-2013, 2013-2014 and 2014-2015 school years.
19. Lesson plans shall be the personal property of each individual teacher to facilitate and accommodate each teacher's style of teaching. An emergency set of lesson plans shall be available at times when a teacher is absent. Principals shall have upon request access to lesson plans in order to monitor instruction.
20. Teachers will not leave the building during any planning time unless directed or approved by the principal or designee.
21. Information at the school:
 - a. All official circulars shall be posted on school bulletin boards for the inspection of teachers.
 - b. Specific information concerning the rotation of assignments and seniority in the school will be made available by the principal upon the request of a teacher.
 - c. A copy of current teaching and non teaching assignments shall be posted in each school and also be given to the Building Representative.
22. Taylor teachers will be allowed to enroll their out-of-district children in Taylor Schools, with an annual release from his or her residential district and an annual payment of \$1.00 paid to the Taylor School District.
23. All Taylor Federation of Teachers are required to wear Taylor School District identification badges. No punitive measures will be taken if a TFT member occasionally forgets his or her badge.

U. **Assessment**

1. The District shall implement the necessary assessment tools to determine student achievement. Assessment tools shall be developed and implemented with input from the District Curriculum Teams. Examples of assessment tools include various tests, portfolios, projects, demonstrations, etc.
2. The Taylor School District and the Taylor Federation of Teachers agree and recognize the importance that all classroom teachers incorporate the appropriate State of Michigan Curriculum Frameworks for the grade level/subject area that he/she is teaching. Teachers will

be required to document benchmarks taught during the school year, using a to be determined format to be devised by the curriculum teams and mutually agreed upon by the administration and TFT.

It is further agreed that non tenure teachers, tenured teachers on an I.D.P., tenured teachers failing to incorporate appropriate State of Michigan Curriculum Frameworks, or teachers that switch grade level and/or subject area may be required to utilize the Curriculum Objective Planning forms if the building principal has documented evidence that said teacher is not incorporating the appropriate State of Michigan Benchmarks for grade level/subject area that he/she is teaching.

V. **Teacher Assaults**

1. Principals shall be required to report all cases of assault suffered by teachers in connection with their employment to the Superintendent who will notify the Board attorney.
 - a. The attorney shall inform the teacher of his/her rights under the law and shall provide the appropriate assistance in both form and method.
 - b. The Board attorney shall notify the teacher of his/her readiness to assist the teacher as follows:
 1. By obtaining from police and from the principal relevant information concerning the offender;
 2. By accompanying the teacher in court appearances and by acting in other appropriate ways as liaison between teacher, police, and the courts.

This assistance is intended solely to apply to the criminal aspect of any case arising from such assault.

2. Absences resulting from assault while performing any duties, including extracurricular, are not to be charged against sick leave although the teacher's regular gross earnings will be maintained.

W. **Dress Code**

1. No skin tight clothing allowed (example: Spandex). Tank/tube tops are allowed only as an undergarment. No showing of the midriff.
2. Shorts, warm-up suits or sweats are considered proper dress only for physical education instructors. Specialized departmental personnel, at the principal's discretion, may wear attire appropriate to their work environment (examples: Specialized general and POHI aides, construction teachers, swimming teachers).
3. No t-shirts or sweatshirts except on Fridays unless tied to the curriculum holiday or at the principal's discretion. T-shirts or sweatshirts may not have any kind of negative advertising. T-shirts worn on Fridays must be plain or with a designer logo. High quality Taylor school logo sweatshirts/shirts are permissible during the week. High quality collar less shirts are permissible during the week.
4. Shorts and skorts will only be permitted at the discretion of the administration, if weather conditions warrant such a directive.
5. Apparel and shoes that are safe (no flip flops) - should be clean, unfrayed and without holes from excessive wear.
6. Dress and skirt lengths, including slits, should be professional and of appropriate length.
7. Colored jeans (not blue jeans) if worn during the week must be dressed up by wearing, for example, a sport coat/blazer, nice sweater, vest, or dress shirt/blouse. Jeans cannot be excessively faded, frayed or with holes.
8. Blue jeans that are not excessively faded, frayed or with holes are allowed only on Fridays.

These guidelines will serve as the dress code for the teachers. Any employee that does not conform to these guidelines will be disciplined according to progressive discipline procedures.

X. **Substitutes**

1. Substitutes, when available, shall be furnished for regular instructional teachers, including all special area teachers when they are to be absent for 1/2 day or more.
2. In the event a teacher is absent from class while taking the students on a field trip, a paid substitute shall be furnished.
3. In the elementary school situation where a field trip leaves a number of nonparticipating students, the principal shall assign these students to the remaining teachers, not to exceed their normal class loads.
4. In the secondary school, however, in the event that a regular teacher has been relieved of a scheduled teaching assignment because of the field trip, that teacher will assume the assignment left open by the teacher involved in the field trip.
5. Classroom teachers shall be notified when special service personnel and special teachers, i.e., music and physical education, are absent and no substitute is available.
6. Elementary physical education teachers will conduct the physical education classes in the multipurpose rooms and/or appropriate areas. When inclement weather or no physical facility is available within the building, the elementary physical education teachers shall meet their classes according to schedule in the classroom and shall conduct activities appropriate to the physical education curriculum within the capacity of the classroom facility available.
7. The giving of an extra class in the secondary schools shall be based on educational qualifications, past experience, the applicant's adaptability to the positions, length of applicant's professional experience, and seniority.
8. If a substitute teacher is called in, some regard to his/her college major should be given.
9. When a secondary counselor is absent for more than five (5) consecutive days, a substitute will be appointed by the Superintendent. The position will be filled by the building employee with the highest seniority and the required certification in counseling. If no one is qualified and/or willing to assume the job within the affected building, the master seniority list will be used in making the selection. Under no circumstances will a classroom teacher be forced to assume counseling duties.

**ARTICLE XI
VACANCIES, POSTING, PREFERENCING**

A. **VACANCIES**

1. *Vacancies occur when teachers take a leave, resign, retire, expire, are terminated, or take an assignment outside of our bargaining unit.*
2. *Additional positions needed for the next school year will be considered a vacancy. A new assignment shall be declared if three (3) or more classes are added to a department in a secondary school.*
3. *Vacancies will be created by teachers moving to other vacant positions.*
4. *In elementary schools, the District shall have the right of posting the vacated grade(s), or the next highest grade.*
5. *All vacancies which occur after the third posting (June) of each year, will be filled on a temporary basis. These vacancies, all anticipated vacancies, and new positions shall be posted on the first Spring posting. Teachers above the cut-off date desiring the posted positions shall apply for the vacancy within five (5) working days of the posting.*

6. Placement in said vacancies shall be determined by seniority, certification, and N.C.L.B. Act. The successful senior bidder must not only be legally qualified by certification to teach the posted class but must also be considered a highly qualified teacher as determined by the "No Child Left Behind" Act.
7. A copy of any posting during the school year shall be placed in each building representative's mail box and shall include a notice of changes or anticipated changes in administrative assignments. Included also shall be a notice that applications for posted vacancies shall be available at the Board Office.
8. A third posting shall occur on the first Monday in June for the new vacancies which occur following the bump procedure and final placement of staff.
9. Application time for all postings shall be five (5) working days.
10. All teachers that receive specialized training and participate in a specialized program or activity have the right to continue with said program unless the teacher elects not to participate or it is determined by the Administration that their involvement is no longer needed. Proper notification will be given by the teacher regarding his or her participation by the first posting.
11. Positions that have been made available twice either through postings or the mini bump and remain unfilled after the June posting may be filled by administration and not be reposted the following spring.
12. All Physical Education staff that elect to teach a schedule that has class instruction that requires CPR, swimming and Life guard certification/cards must have said certification/cards on file in order to pick said schedule.
13. The Taylor School District will require that secondary physical education positions in schools with swimming pools, be posted with a W.S.I. card requirement.
14. The TFT will agree to a three (3) year freeze on bumping at the high school level if the district implements (begins) trimesters. The exception would be that a teacher being laid off at another level, who, is certified and qualified at the high school level would be able to bump in order to protect their job. Contract implications of trimesters will be discussed with the TFT.
15. Elementary teachers assigned to the 6th grade academy if unassigned will seek their seniority in the elementary division. Middle School teachers assigned to the 6th grade Academy, if unassigned will seek their seniority in the secondary division.

B. POSTING AND PREFERENCING SEQUENCE

1. **STEP 1: FIRST POSTING (Spring):** All newly created positions and vacancies that occur as a result of the June posting will be posted as a vacated position. All positions left vacated after two (2) postings will no longer be considered a vacated position subject to posting.
2. **STEP 2: SECOND POSTING:** Vacancies of the successful applicant from the first posting will be posted immediately after placement from the first posting. In addition, any new vacancies that occur after the first posting will be posted as vacated.

Awarding of Postings:

- a. Applicants must possess the specific credentials and be a highly qualified teacher as determined by the N.C.L.B. Act to fill the posted vacancy.
- b. In the elementary and ancillary division, successful applicants will not take part in the preferencing procedure. The posted position will be their assignment for the next school year. The posted position will be excluded from the preferencing process for that school year. For elementary teachers: An elementary teacher including music and P.E. may bid on a posting in their building/department but may not bid any subsequent spring postings in the building/department. An elementary teacher may not bid a posting in their building that is the same grade level that he/she is currently teaching unless said teacher is schedule to be unassigned. Further, special education teachers will not be

- awarded a posting in their current department unless he/she is scheduled to be unassigned.
- c. *In the secondary division, the successful applicants must preference the department of the posted vacancy. The successful applicant may be required to accept an assignment other than their preferenced schedule to avoid the displacement of a member for the year being scheduled. Secondary teachers will not be awarded a posting in their current department unless he/she is scheduled to be unassigned.*
 - d. *No tenured teacher on an IDP shall be awarded a posting unless he/she is bumped.*
3. **STEP 3: PREFERENCING PROCEDURE:**
- a. *No later than sixty (60) days before the end of the term, programming preference sheets shall be distributed to all teachers.*
 - b. *Preferences within their declared area shall be according to North Central requirements and compliance with the N.C.L.B. Act regarding highly qualified teachers for senior high school and middle/junior high schools were applicable. (Takes affect spring of 2006).*
 - c. *Secondary teachers may not preference to a different department that he/she is not currently teaching unless he/she has the seniority to secure a schedule.*
 - d. *Preferences will be honored to the extent consistent with the provisions of this Agreement relating to programming. No later than ten (10) school days prior to the end of the term teachers shall be notified of the following matters concerning their programs for the following term:*
 - 1. *Subjects to be taught;*
 - 2. *Grades of the subjects to be taught;*
 - 3. *Any special or unusual classes that teachers will be required to teach;*
 - 4. *The grade level and special nature, if any, of the official class;*
 - e. *When rooms or schools are closed, the School District will provide for the transfer of the moving teacher's pertinent materials and equipment/furniture, etc, to the new location. Teachers will pack and label all materials to be moved. No later than the end of the next to the last day of the term, teachers shall receive their building programs for the following term, including the periods and rooms where their teaching assignments occur. It is understood that all information detailed above is to be considered subject to change if necessary because of changes in subject enrollment, staff changes, and programming exigencies.*
4. **For Elementary Staff Assignments:**
- a. *Building enrollment projections and the number of staff positions with the grade level assignments will be established in cooperation with the Department of Elementary Instruction, Child Accounting, and building principal.*
 - 1. *The Administration determines the number of sections of each grade including combinations.*
 - 2. *All staff will complete an "Assignment Declaration Form" noting their preference of teaching level (K-3, 4-6, or K-6) and whether they will or will not accept an involuntary transfer to another area in which they are certified and highly qualified as determined by the N.C.L.B. Act.*
 - 3. *The building principal will commit building assignments by starting with the most senior teacher and continuing through the least senior teacher, permitting each in order of seniority to select an assignment to which they are highly qualified as determined by the N.C.L.B. Act.*
 - 4. *Any teacher who has the seniority to preference the grade that he or she is currently teaching and chooses to preference a different grade will remain in the*

new grade for three (3) years if seniority and/or scheduling of classes permit this unless otherwise agreed by the principal. If said teacher bids another grade, he or she will be required to attend appropriate training, as designated by the principal, without a stipend, and shall remain in the said grade for three (3) years. If there are not enough grade levels in the elementary the least senior teacher will be reassigned to the lower/higher grade.

5. *Teachers who are unable to be placed in accordance with their "Assignment Declaration" shall be declared unassigned and shall bump first during the District wide mini-bump session, to a position in their preferred teaching level. Preschool teachers hired specifically for these positions, may be reversed bumped into the original positions if the posting/preference procedure vacates the positions and if layoffs result.*
6. *It is mandatory that all elementary physical education teachers must have a valid C.P.R. card or C.P.R. Instructor's card on file in the Certified Personnel Office.*

5. **For Secondary Staff Assignments:**

Pre-enrollment forms are given to students. The number of class sections will be determined based on their requests. Included in the number of sections at this time are also non teaching assignments dictated by the contract. The hours of those non teaching assignments will also be made known at this time, and a master schedule developed.

a. *Assignment Declaration Forms are distributed to staff asking for the following:*

1. *Non teaching areas (per contract) in order of preference.*
2. *Teacher area (math, art, industrial arts, social studies, etc.).*
3. *Back up teaching area (optional) only to be used when not enough classes are available in part 2 above.*
4. *Transfer statements.*

b. *Master schedules will be posted in each building three (3) working days prior to teachers completing declaration forms. Completed schedules will be established by the scheduling assistant principal and department chair with input from the department members in the high school. The middle/junior high school principal with the input from the BLT will establish the middle/junior high school schedule. During the preferencing/selection process at the secondary level, the teacher with the highest system seniority working in or returning to a school or department shall pick a completed schedule for next year's assignment. The next most senior teacher in that department/area shall then select a completed schedule and so on down to the least senior teacher in that department/area that is able to hold at least 4/6 or 5/7 in a schedule in the middle/junior high school and a 11/15 of a trimester schedule in the high school. (There is to be no more than one (1) partial schedule per department.) A selection shall be considered a complete schedule of classes. Preferences within their declared area shall be according to North Central requirements and compliance with the N.C.L.B. Act regarding highly qualified teachers for senior high school and middle/junior high schools where applicable. (N.C.L.B. to take affect spring of 2006).A teacher must complete a schedule in his or her teaching area as long as courses remain available in that area for which he or she is certified to teach and be highly qualified as determined by the N.C.L.B. Act.*

If a section must be saved (but not to create a position) it will be accomplished by inverse seniority by assigning the least senior person, unless a more senior teacher desires the mixed schedule and has designated such a back-up choice.

Forcing will occur in the following instances:

1. *Non teaching assignments. After assignments have been tentatively made and an academic class remains unassigned, the teacher with the lowest seniority and the proper credits will be forced to take that class. The lowest senior teacher within that area/department would relinquish his/her non teaching assignment. The non teaching assignment would be assumed by the next highest seniority person whose class area/department demand would allow him/her to assume it. Example: Teacher A has four (4) English classes and an Attendance Hour. There is an unassigned English class. No one with less seniority is qualified to teach the English class. Teacher A is assigned to the English class. Teacher B is in the Social Studies Department. He is the next senior teacher requesting the Attendance Hour. The Social Studies Department can fill all of the classes and relinquish Teacher B for attendance. Thus, Teacher A has five (5) English classes and Teacher B has four (4) Social Studies classes plus an Attendance Hour.*
2. *Crossing areas/departments. Whenever a vacancy remains within a department after all of the teachers are assigned, the least senior person-outside that area will be forced to accept the unassigned class if that teacher is qualified (NCA) and is highly qualified as determined by the N.C.L.B. Act.*
3. *All physical education teachers hired for secondary will also be required to have a current W.S.I. and C.P.R. card or C.P.R. instructor's card depending on the credentials needed. Current physical education instructors or staff members wishing to select a secondary physical education schedule in schools with swimming pools for the 2003-2004 or future school years will need to obtain a W.S.I. and C.P.R. Instructor's endorsement and have it on file in the Personnel Office prior to class schedule selections/postings. The W.S.I. requirement does not apply to teachers grandfathered into the physical education department prior to the 2002-2003 school year. It is mandatory that all secondary physical education teachers must have a valid C.P.R. card or C.P.R. Instructor's card on file in the Certified Personnel Office.*
- c. *Teachers have the right to question and/or examine all other preferences at this time when a split schedule occurs.*
6. **For Special Education Staff Assignments**, *Special Education preference sheets to be completed by each teacher shall provide for division preference. Divisions shall be Special Education Secondary, Special Education Elementary, and Special Education Itinerant.*

Enrollment projections and the number of staff positions with the division assignments are to be established by the Department of Special Education. Special Education staff shall attempt to reach consensus in grouping of assignments. In the event that consensus cannot be reached, the Union will meet with the Administration to establish groupings. Staff will then select a building grouping based on seniority.

- a. *The Administration determines the number of assignments in each division.*
- b. *All staff will complete an "Assignment Declaration Form" noting their preference of teaching level (elementary, secondary, ancillary) and whether they will or will not accept an involuntary transfer to another area in which they are certified.*
 1. *Any resource teacher who has the seniority to preference a resource room that he or she is currently teaching and chooses to preference a different resource room will remain in the new resource room for three (3) years if seniority and/or*

scheduling of classes permit this unless otherwise agreed by the Director of Special Education.

- c. The Special Education director will commit assignments by starting with the most senior teacher and continuing through the least senior teacher, permitting each in order of seniority to select an assignment unless in a three (3) year resource room assignment.*
 - d. Teachers who are unable to be placed in accordance with the "Assignment Declaration" shall select one of the two remaining divisions for which they are certified.*
7. **For Preschool Teacher Staff Assignments:** Starting with the 2002-2003 school year all preschool teachers new to the program will work 154 days. Beginning with the 2012-2013 school year all reduced day preschool teachers will be paid using the following formula based on the number of days they work not to exceed the number of K-12 teacher work days. (Salary Schedule pay divided by the number of K-12 teacher work days times the number of days the preschool teacher is scheduled to work.) All preschool teachers will have a minimum of 127 student days. The two weeks of required home visits scheduled for the first and second semester will count toward the 127 student days. As the current preschool teachers (those employed for the 2001-2002 school year) vacate preschool positions, these positions will be replaced by 154-day positions. All preschool teachers will have the same contractual rights and benefits as the K-12 teachers unless otherwise stated in the contract. Under current grant funding amounts there shall be no fewer than five (5) full contractual preschool teachers. If the grand funds are cut, the preschool program shall maintain a minimum of three (3) full-time teachers or ½ the certified staff, whichever is a greater number.

If cuts are made to the grant the excess teachers in the full contractual positions will have the right to take a reduced day position or may bid on a posting or may bump (bump 1st in preschool or K-3, 2nd in grades 4-6, and 3rd in another division, if certified and qualified).

Full Contractual Teachers: In addition to teaching and home visits, the teachers that work the full contractual year will help the facilitator with grant work, program upkeep, interviews, recruiting and all other duties necessary to maintain the grant for the program and will attend appropriate in-services as determined by the Assistant Superintendent of Elementary Curriculum.

Reduced Day Teachers: Teachers employed in the reduced day teacher positions will be responsible for their classrooms, home visits and teaching duties such as parent conferences, in-service, etc. It is further agreed that these teachers will receive six (6) sick days and four (4) personal business days each year.

Please note: Reduced day teachers work on average 154 days per school year. In the event that more or less than 154 school days are needed, TFT and Administration will mutually agree to the terms.

Preschool Calendar: The preschool calendar, starting and ending times and length of the teaching day will be determined each year by the TFT and TSD. Alterations to the calendar may only be made by mutual agreement between the administration and TFT. It is agreed that the preschool calendar will follow the K-6 calendar in regard to conferences, vacations days, etc. For the purpose of parent conferences, the preschool will be in the afternoon and evening for the fall conferences. Winter conferences will have one day in addition to the elementary conference schedule which will be held in the morning and afternoon. The preschool teacher day will be the same length as the typical K-6 teaching day. If it is necessary to schedule home visits outside of the scheduled workday they must be pre-

approved by the Assistant Superintendent for Elementary Instruction. Teachers may receive comp time as determined by the Assistant Superintendent for Elementary Instruction.

This program must be self-supporting and may not impact the K-12 budget and its existence is dependent upon grant funds. The program will designate at least 10% of the yearly budget by capital outlay, nutritional snacks, transportation, program supplies and any unforeseen expense. Carryover money is to be applied toward this 10%.

8. Preschool enrollment projections and the number of staff positions will be established by the Department of Instruction. The location(s) of the Pre-school classes will then be determined.
 - a. All staff will complete an Assignment Declaration Form.
 - b. The Assistant Superintendent of Instruction or his/her designee will commit Preschool assignments for teachers by starting with the most senior teacher permitting each in order of seniority to select an assignment
 - c. Teachers who are unable to be placed in the Preschool Division shall be declared unassigned and shall bump into another area at the District wide mini bump session.
9. **STEP 4: BUMP PROCEDURE:** All vacancies which remain after preferencing and class election shall be subject to the bump procedure unless the Union and the Administration mutually agree to withhold a position(s) for the June posting. The positions selected by the unassigned teachers shall become their permanent positions and no longer subject to posting.
10. **STEP 5: JUNE POSTING** (first Monday in June): All vacancies which occur following the bump procedure and the mutually agreed upon positions withheld from the bump procedure will be posted. The applicants will be allowed five (5) working days to apply for the posted position(s). Placement in said vacancies shall be determined by seniority, certification and highly qualified as determined by the N.C.L.B. Act. North Central requirements will apply where applicable.

WHO'S ELIGIBLE TO SELECT A BUILDING ASSIGNMENT?

Current contracted teaching staff and persons returning from leave of absence. Also, an unassigned teacher placed in a position out of his/her division will, for the following year, be given the choice to remain in the division in which he/she was placed or to preference the division he/she had been in prior to being unassigned or to bump into a position in the division he/she had been in prior to being unassigned.

WHO IS ELIGIBLE TO BUMP?

- a. Those who, are unassigned after teachers have selected assignments at their buildings will have bump privileges to be exercised during the system-wide mini-bump session.
- b. Teachers who are bumped during this procedure;
 1. Who is subject to possible bump?
 - a. Teachers lower on the seniority list than the most senior teacher eligible to bump.
 2. Where does the eligible teacher bump?
 - a. Within the division in which he/she was bumped or displaced. If not senior enough to bump as in "A" then they may bump to any job in another division where certification and seniority permit.
 3. What happens if the teacher does not come to the mini-bump session?
 - a. If the teacher does not come to the mini-bump session, they will be placed in the job of the least senior teacher in the division for which they are certified (or give the Union their bump proxy).
 4. What controls bump rights?
 - a. Seniority

- b. Certification
- c. North Central
- d. Highly Qualified Teacher as defined by the No Child Left Behind Act.
- e. Middle/Junior High School Certification in area required for:
 - 1. Home Economics
 - 2. Industrial Arts
 - 3. Library
 - 4. Instrumental Music
 - 5. Art
 - 6. Computer Technology (1 class or experience)
 - 7. Physical Education

Note: Any additional credits or credentials must be on file at the Board Office by May 15th.

- 11. *Counselors, Special Education teachers and Human Resource Facilitators are a separate department in each school. Teachers may not transfer into different buildings, into the counseling department, into Special Education, into the Ancillary Department or become a Human Resource Facilitator except through the posting procedure.*
- 12. *After current staff in a school or in Ancillary Services is placed, positions remaining vacant shall be posted as required by contract. In addition, the assignments of new staff hired after the June posting shall be posted. Such new staff would be considered unassigned and subject to new assignment based on seniority.*
- 13. *No teacher shall be placed on special assignment before consultation with the Union. All such assignments for the duration of more than one (1) school year shall be posted.*
- 14. *A partial schedule in a building shall, at the option of the teacher, be his/her only assignment. Once selected, the assignment shall be maintained for that school year.*
- 15. *When a building has a special program that could affect the teaching style of a teacher, or the discipline attitude, this program will be noted on the posting. All transfer and new hires going into a building which is conducting special programs shall be in-serviced for the ensuing year.*

**ARTICLE XII
PROBATIONARY EMPLOYEES, TENURE, TERMINATION
AND PROFESSIONAL REVIEW BOARD**

- A. The term "probationary employees" is defined in accordance with the Teachers' Tenure Act. Non-certified employees will have a one (1) year probationary period during which their job performance will be evaluated, and they may be terminated during this period without cause.
- B. *The employer will evaluate probationary certified employees in accordance with the requirements of the Teachers' Tenure Act.*
- C. *Probationary certified employees shall be evaluated using the Taylor School District evaluation instrument twice yearly; the first being due to the Office of Personnel in November, and the second being due in March.*
- D. *All tenured instructional employees shall be evaluated in accordance with the Michigan State Tenure Law.*
- E. The tenure clause shall not have effect on teachers teaching in the Community Education program only.

F. Professional Review Board:

The Professional Review Board will consist of at least three (3) persons and over half of the board will be Taylor Federation of Teachers members (at least 2 out of 3, at least 3 out of 4, at least 3 out of 5, at least 4 out of 6, at least 4 out of 7, etc). The Professional Review Board will be responsible for the selection of counselors and coaches when there is more than one (1) candidate.

**ARTICLE XIII
AGREEMENT ON PROFESSIONAL LEAVES AND
OTHER INTERRUPTIONS OF PROFESSIONAL SERVICE**

Individuals seeking an elective leave shall not have had a different elective leave during the past school year. Requests for all non health related leaves shall be submitted no later than April 1. Teachers on leave must indicate their return or request for an extension no later than March 1. Members recalled from layoff shall return or be limited to electing a General Leave only for the remainder of the school year, for the purpose of honoring previous employment contracts.

Employees returning from a medical leave of absence must give five (5) days notice prior to returning to duty. Furthermore, all employees returning from a medical leave of absence must provide the District with medical documentation indicating that the employee is able to perform all of their assigned duties.

Employees returning from a leave of absence except medical must give sixty (60) days written notice prior to their return to work. In all cases, notice must be received by March 1 of their intent to return to work for the next school year. Teachers failing to notify the Taylor School District by March 1 shall be assigned a position by the District for the next school year.

A leave of any sort shall not break service. However, seniority shall continue to accrue for only the first year of any continuous leave. A leave is considered a continuous leave if it is sought and continued in consecutive school years for the same purpose as that for which it was originally granted.

Leaves, for the purpose of clarification, are classified into two (2) general categories: Extended Paid Leaves and Extended Unpaid Leaves.

- A. Extended paid leaves include Central Sick Bank, Maternity Medical Disability and sabbatical. Full insurance benefits are provided to those on Central Sick Bank. Full insurance benefits are provided for those on Maternity Medical Disability Leave for twelve weeks after the birth of her child. Those on Sabbatical Leave may obtain insurance coverage by reimbursing the District for one-half the cost of the specific insurance period.
- B. Extended unpaid leaves are unpaid leaves which do not offer employees paid insurance benefits. The employee may purchase insurance by paying the cost of the District's group policy as indicated by this contract and Federal Law.

1. **EXTENDED PAID LEAVES**

a. **The Central Sick Bank:**

- 1. The Central Sick Bank shall be capped at the June 30, 1983 level. When the number of sick days on deposit, drops to 1,500 days, one (1) day shall be deducted from each teacher's personal bank to supplement the Central Sick Bank. Teachers retiring with sick days over their cap will donate up to ten days of the days over their cap to the central sick bank. The intent of the Central Sick Bank is not to provide automatic sick days for every teacher who exhausts his or her personal bank. The intent of the Central Sick Bank is to bridge the income gap

- between exhaustion of personal sick days and the teacher qualifying to receive payment from long term disability or retirement benefits. It is not the intent of Central Sick Bank to make teachers whole due to their illness.
2. Central Sick Bank Days which remain unused at the end of each year shall accumulate into succeeding years. The accumulated days in the Central Sick Bank shall not be used by the Union to expand benefits beyond the intent of this Article to address the emergency needs associated with extended illness or injury.
 3. A teacher withdrawing sick leave days from the Central Sick Bank shall not have to replace these days.
 4. The Central Sick Bank Board: A Central Sick Bank Board shall be established by the Taylor Federation of Teachers to receive, screen, and recommend to the Superintendent of Schools eligible applications to the Central Sick Bank. Applications recommended by the Central Sick Bank Board for a grant of days from the Central Sick Bank are subject to final approval by the Superintendent of Schools. Teachers applying for Central Sick Bank must also apply for long term disability benefits when the requirements to qualify for long term disability have been met (usually a six (6) month period). An individual may continue to withdraw days from the Central Sick Bank not to exceed a total of 100 days before collecting long term disability payments.
 5. Eligibility: Applications to the Central Sick Bank shall meet the following requirements:
 - a. The applicant shall have completed one (1) year of service in the Taylor School District. If the person has previously severed his/her employment in the District, they shall be considered a new hire for purposes of this Article.
 - b. The applicant shall be absent from the job, due to sickness or injury, for at least ten (10) consecutive working days after exhausting all personal accumulation of sick leave days. Teachers who have been admitted to the Central Sick Bank shall receive pay for the ten (10) day waiting period. In cases where the Taylor School District solicits independent medical statements, these statements may be used in lieu of the Central Sick Bank physician referral forms. In cases of medical documentation for terminal illness (i.e., cancer) the Central Sick Bank committee may grant continuous renewal of days not (to exceed 100 days).
 - c. Application to the Sick Bank shall require two statements from physicians, independent of each other, attesting to the nature of the injury or illness and the estimated period of convalescence.
 6. Approval: Application screened and recommended by the Central Sick Bank Board shall be submitted to the Superintendent of School for final approval and authorization for a grant of days from the Central Sick Bank.
 - a. The recommendation from the Central Sick Bank Board to the Superintendent shall include the initial application, the attending physicians' statements and a promissory note stating in the event the applicant is found to have been gainfully employed, full or part-time, he/she shall reimburse any monies paid out of Central Sick Bank during that employment. The District shall then reimburse the Central Sick Bank the said number of days. The applicant's seniority will be adjusted according to the number of days worked in the other employment.

- b. Applicants to the Central Sick Bank, approved by the Superintendent, shall be granted additional sick days beginning ten (10) working days following the exhaustion of accumulated sick days.
 - c. Each application approved for a grant in days from the Central Sick Bank shall be subject (to review by the Central Sick Bank Board at the end of each 45 day period of absence. The Central Sick Bank Board shall provide the Superintendent of Schools with verifying evidence that the applicant continues to meet the eligibility qualifications an additional grant of days from the Central Sick Bank.
 - d. The maximum withdrawal by any one individual from the Central Sick Bank shall not exceed 100 days from any one illness or injury or complication thereof.
- b. **Maternity Medical Disability Leave:**
- 1. (If personal sick days are available), for the purpose of childbearing the pregnant teacher shall, upon written request, be granted a Medical Disability Leave for the period of time needed to cover the temporary medical disability. The leave shall begin when the teacher and her doctor determine that she is not physically able to continue her duties. At this time, a letter confirming these dates from the teacher and her doctor shall be submitted to the certified personnel office. If the teacher has sick days in her sick bank, these days are to be used while on Maternity Medical Disability leave. The teacher shall have the option of maintaining a balance of five (5) days in her personal sick bank if she chooses not to exhaust all of her sick days during her Maternity Medical Disability Leave.
 - 2. A leave 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. A Medical Disability Leave for the purpose of childbearing shall not extend beyond twelve weeks after the birth of the child. The teacher is covered with insurance for twelve (12) weeks after the baby is born. After twelve (12) weeks, the teacher must pay for insurance if she does not return to work. If the twelve-week period ends in the middle of a month, insurance coverage continues to the end of that month.
 - 3. The teacher shall resume her position as soon as she and her doctor agree that she is physically qualified to do so. A letter is required from her doctor confirming approval for her to return to work.
- c. **Sabbatical Leave:**
- 1. Sabbatical leaves for the certified personnel employed by the Taylor Board of Education shall be granted for one (1) full school year at one-half pay. However, in any school year, the number of teachers granted the request shall not exceed one percent of the staff. To qualify for consideration for a leave, the teacher should have taught in the Taylor system at least five (5) years. A sabbatical leave may be granted for one of the following reasons:
 - a. For formal study at an accredited college or university.
 - b. For research, work under the guidance of competent research personnel.
 - c. Advanced study for a specialty program.

2. The study or research plans for the year, together with the application, must be submitted to the Superintendent for approval.
3. After due consideration of all applications, the Superintendent shall present each request to the Board with his/her written recommendation of acceptance or rejection. The teacher involved shall be asked to be present at the meeting when his/her program comes up for consideration by the Board. During the sabbatical leave, the teacher will receive one-half of the salary he/she would have received for teaching in Taylor. Such pay will be paid in either ten equal installments starting on September 1, or in one lump sum on September 1, if there is sufficient reason for lump sum payment.
4. To protect the Board against loss by reason of death or disability of the teacher, a life insurance policy in the amount of the one-half pay shall be purchased by the teacher. To protect the Board against the teacher's failure to return to his/her teaching position, the teacher shall execute a non interest-bearing note in the amount of the one-half pay. This note shall be paid off by one of two methods:
 - a. The face of the note shall diminish by an amount equal to one-twentieth of the original face for each eighteen (18) days of service.
 - b. The note shall, upon failure of the teacher to return to the system to teach, be payable in twenty installments, beginning with October 1, of the year the teacher should have returned and continuing for the next twenty-two 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 four (4) percent on the unpaid balance effective January 1 of the year the sabbatical was actually used. The teacher 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/she would have assumed his/her normal teaching station.
5. Failure to return the second year would require that the teacher make the last ten (10) payments in the same manner as the second plan above with the same effective interest rate.
6. During the sabbatical leave the teacher shall not be allowed to hold any full-time position. However, this section shall not be construed to deny any teacher the right to fellowships, scholarships, grants-in-aid, or other scholastic stipends.
7. Teachers on sabbatical leave will file a progress report with the Superintendent sometime during the first half of the leave to substantiate that the program criteria are being met.

2. **EXTENDED UNPAID LEAVES**

- a. **Leave for care of ill member of the family:** Leave shall be granted, for not more than two (2) years, to instructional employees under tenure, to care for ill members of the immediate family. Sick time will (would) be able to be used during family medical leave time (FMLA). The Superintendent may require proof that leave is necessary before such leave is granted. No increment in the salary schedule shall be recognized of such a leave.
- b. **Leave for physical or mental illnesses:** Extended leave shall be granted to personnel employed under tenure upon recommendation of the Superintendent and approval of the Board. Leave for mental reasons may be extended annually not to exceed two (2) years; physical cases, not to exceed three (3) years. Said persons, upon return, shall present

to the Board of Education 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 School Board meeting.

- c. **General Leave:** Teachers with five (5) or more years of service in Taylor shall be granted a leave upon request for one school year. Such leave shall not be granted more often than once every five (5) years of service. Teachers who use this leave to work another job or to establish a business shall not accrue seniority for that year. The exception will be recalled teachers who elect the General Leave to honor previous employment contracts. No more than 2% of the certified staff will be allowed a General Leave each year.
- d. **Parental Leave:** 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 to a maximum of three (3) years. If the teacher 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 purposes of adoption where the teacher 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.

- e. **Military Leave:**
 - 1. All school employees being drafted for military service will be granted a military leave of absence.
 - 2. Employees affected by this leave may return to the system within six (6) months after their release from military service, except in case of physical and mental in capabilities and/or dishonorable discharge. They shall be eligible for placement in the same salary bracket which they would have attained during their leave, without loss of seniority, except in some cases on dishonorable discharge which may be subject to review based on the decision of the Board of Education.
 - 3. Every effort shall be made to place returning employees with physical handicaps.
- f. **Participation in the Armed Forces Dependents School Program:**

Upon the recommendation of the Superintendent and approval of the Board, employees under tenure may be granted a leave of absence to participate in the Dependents School Program of the Armed Forces.

 - 1. A teacher applying for a leave of absence must submit a letter requesting the leave to the Superintendent of Schools.
 - 2. Leave of absence for this purpose shall be for the minimum tour of duty only and for not more than once in a five (5) year period.
 - 3. A teacher granted such a leave shall return to his or her specific positions, if at all possible.
 - 4. The teacher shall be placed on the same salary level which he or she would have attained during his/her leave, without loss of seniority.

- g. **Participation in the Peace Corps:**
 - 1. Upon the recommendation of the Superintendent and approval of the Board, employees under tenure may be granted leave of absence to join the Peace Corps.
 - a. The leave of absence may be granted for a period of not more than two (2) years.
 - b. The teacher shall be placed on the same salary level which he/she would have attained during his/her leave, without loss of seniority.
 - 2. In order to be eligible for reinstatement as a classroom teacher, a teacher participating in the Peace Corps must return to his/her teaching duties at the beginning of the school year nearest his/his or her discharge date from the Peace Corps.
 - h. A teacher shall be granted leave of absence without pay to serve in a **public office** in which he/she is elected or appointed at any level of government
 - i. Upon the recommendation of the Superintendent and the approval of the Board, employees under tenure may be granted a leave of absence, to participate in any **teacher exchange program** sponsored by a Federal agency.
 - 1. A written request shall be evaluated by the Superintendent upon its merits as to the benefits gained through the exchange.
 - 2. The number of exchanges shall be limited to three (3) teachers per year.
 - 3. If more than three (3) teachers apply during a given year, the following factors shall be considered:
 - a. Date of application
 - b. Personality of individual
 - c. Teaching proficiency
 - d. Seniority
 - 4. The leave of absence shall be approved with the stipulation that the employer pay the teacher's regular salary and that the exchange teacher shall be paid by his/her own School District. Our teacher shall remain on the salary schedule and receive an increment, if not at top of salary schedule.
 - 5. *Teachers granted an exchange leave shall be allowed to return to their specific positions if at all possible.*
 - 6. If there are several exchanges in effect in the same year, each shall be with a different country, if at all practical. Leave for exchange shall be for one year only and for not more than once in a five (5) year period.
3. **SICK LEAVE:** Beginning in the September 2008 and each September thereafter, sick leave shall accumulate in a single bank at the rate of fifteen (15) days per year. (Ten (10) sick and five (5) personal business days) Each employees' sick leave bank, for purpose of computing severance pay, shall be capped at the number of days in his/her bank as of June 30, 1983. All teachers will have the right to maintain a minimum of sixty (60) days in their bank. Teachers who are capped at sixty (60) days and participated in the 1996/1997 M.E.A.P./HSPT improvement plan by submitting written curriculum objectives and who are still employees of the Taylor School District will have their cap increased by one day. Sick days are allowed for personal illness or illness in the immediate family.
- a. Absences resulting from assault while performing any duties, including extra- curricular, are not to be charged against sick leave although the teacher's regular gross earnings will be maintained.

- b. If a person is injured on the job he/she shall be allowed to use that portion of their individual sick days necessary to make up the difference between worker's compensation payments and their full salary. Teachers may not utilize the Central Sick Bank for this purpose. If a person is injured on the job he/she shall be charged sick leave for the day upon which the injury occurred.
 - c. Notice of Absence: An Automated Educational Substitute Operator (Aesop) phone/internet service or comparable which will allow staff members to report their absence at any time up to two (2) hours before their school day begins. Failure to call in by the prescribed time shall result in a loss of one-half day's salary at the discretion of the administrator.
4. **BEREAVEMENT LEAVE:** Five (5) days leave shall be granted for death in the immediate family. Immediate family shall include husband, wife, children, mother, father, sister or brother, in-laws, step relatives as limited above, legal guardian or ward of the court, foster parents, grandparents, grandchildren, or any dependents as described by the Internal Revenue Department for tax purposes.
- Bereavement leave shall not be deducted from either sick or personal business days. Verification by the funeral home or medical examiner shall be submitted to the immediate supervisor upon return from this leave.
- When a death occurs in the immediate family (as defined above) Bereavement Leave begins on the day the death occurs or the day immediately following the day of the death and lasts one calendar week. It is the employee's choice as to which of the two (2) days it is to begin. A calendar week includes Saturdays, Sundays and holidays.
- Therefore, if a death occurred on Tuesday, September 10th and the employee commenced his/her leave on Tuesday, September 10th, then the employee would report back to work on Tuesday, September 17th. If the employee elects to begin the leave on Wednesday, September 11th (the day after the death), then they would report back to work on Wednesday, September 18th.
- The Bereavement Leave is to give the employee up to a week to grieve, attend to the family and the family's business affairs. However, five (5) days leave off of work does not always apply. If a death occurred on July 10th, no leave would be granted as school is not in session from July 10th to July 17th (unless they are teaching summer school). If a death occurred on Wednesday, January 1st (and the employee elected to start the leave on January 1st) they would report to work on Wednesday, January 8th even though school reopened from winter break on Monday, January 6th (Monday, January 6th and Tuesday, January 7th would be bereavement days).
- Bereavement Leave shall not be deducted from either Sick or Personal Business Days. If additional bereavement time is required, the employee may use sick days or personal business days. (Reminder: Personal business days cannot be used the day immediately preceding or following a holiday or break).
5. **PERSONAL LEAVE:** Five (5) days leave for personal business to be deducted from sick leave shall be granted, without questions, to each member yearly. No more than three (3) personal business days may be used consecutively. Personal business days may not be used the day prior to or immediately following a holiday recess. Personal leave days shall be non accumulative.

6. **EMERGENCY:**
 - a. The Superintendent shall announce emergency school closings one hour before the earliest teacher reporting time. With the opening of school each fall the Superintendent's office will notify teachers of radio/television stations to be used for emergency closing announcements.
 - b. The Taylor School District will place on the telephone answering service, a recording indicating that schools are closed. The tape will be activated as soon as the decision is made.
 - c. If the District or any school building is closed because of emergency conditions as determined by the Administration, teachers shall not be required to report, but days in excess of State allocated Act of God days shall be made up by the building teacher(s) without additional compensation when needed to insure full State aid payments.
 - d. No personal or sick day deductions will be made from teachers during the period schools are closed as a result of an emergency closing. The waive of deduction applies only to the individual units or buildings closed. If schools are closed after the regular day has begun, one-half (1/2) day deduction will be waived for the day of closing.
7. **Excuse for Selective Service Examination:** Teachers called for a Selective Service physical examination shall be excused, without loss of pay for such purpose.
8. Teachers who are required to serve on jury duty or are subpoenaed to appear as a non litigant (private business excluded) during scheduled work hours will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid them for such jury duty.
9. *Any member of the bargaining unit upon returning from leave shall be entitled to preference in the building in which he/she last worked. Should such return occur during the school year said member shall be returned to this building no later than the beginning of the next school year.*
10. **Middle/Junior High School** teachers who receive North Central Accreditation invitations shall apply to attend through the Administrator of Instruction.
11. **Elimination of Assignment/School Closing**
 - a. *When a teacher's position or assignment can no longer be filled in his/her building due to closing of a school, elimination of courses, cutbacks in staff, or for whatever reason, he/she shall have his/her choice of position in whatever school of the same division he/she chooses by the following method; first, through the preference procedure, and second, through the bump process. If no position is held by a less senior teacher in the same division, then the teacher can cross over to another division. Seniority, certification, division, and North Central Accreditation standards—shall be the sole determining factors in implementing the teacher's choice of assignment.*
 - b. *This provision shall apply except when a teacher's position or assignment is changed or eliminated subsequent to the beginning of a school year. When changes other than school closing occur after the beginning of a school year, the affected teacher shall be subject to temporary placement, in the same division, by area of certification, and division, and North Central standards where applicable, to any existing vacancy. In the event that no vacancies exist in the same division, the teacher shall be granted the right to bump the least senior teacher within the same division from which the teacher's position was eliminated. For purposes of this bump only, the divisions shall be K-3, 4-6, secondary, counseling and ancillary.*
 - c. *All privileges of assignment that apply to unassigned staff shall be granted to the teacher on temporary assignment for placement and assignment the following year.*

- d. Any member of the bargaining unit on temporary administrative assignment whose position has been eliminated shall be placed in the first open, non-posted position for which he/she is qualified, subject to return to his/her original building and division no later than the beginning of the following year.

12. **Lay Off/Recall**

- A. The Board of Education shall notify a teacher of his/her impending layoff no later than thirty (30) days prior to such layoff.
- B. Determination of cut date on seniority list of staff will be established each spring with consultation with the Union prior to preferencing and committing staff to building assignments. Only those teachers above this date will be allowed to make preference with the exception of teachers working in areas of certification in which a mutual determination has been made where people below this date must be employed.
 - 1. In determining which teachers are to be laid off (and/or recalled), the Administration will use the master seniority list. For purpose of recall, teachers who have agreed to involuntary transfers shall be transferred up to the opening day of school.
 - 2. Qualifications:
 - a. Area of certification
 - b. Majors and minors according to North Central Accreditation standards.
 - c. Highly Qualified status.
 - 3. Readjustment of schedules shall be made if necessary to maintain a position for a person who is above the cutoff date.
- C. Teachers shall be recalled in reverse order of the procedure specified above.
 - 1. The order of recall of personnel will be based on the need as determined by the Employer and as provided by law. Teachers being recalled will be notified by letter at the address recorded at the Central Administration Office. A copy of such notice will be mailed to the Federation Office or President. If the teacher fails to respond within fourteen (14) calendar days from the date of receipt of registered mail, the Board will deem it to be a resignation.
 - 2. No new teacher shall be hired in a position until all laid-off teachers who are fully qualified and certified in that position have been given an opportunity for recall.
- D. The parties agree a teacher's eligibility for recall shall terminate if he/she:
 - 1. Accepts permanent employment within the public or private sector that is comparable or similar, and refuses to terminate that employment.
 - 2. Resigns.
 - 3. Fails to respond to his/her recall notice within fourteen (14) calendar days of his/her receipt of such notice and/or fails to report to the teaching assignment he/she is recalled to.
- E. This layoff procedure may result in transfers and/or reassignments of teachers as specified in this contract. Such transfer(s) and/or reassignments will not be subject to the grievance procedure. No teacher will be involuntarily transferred from his/her preferenced area of certification without his/her permission except under the following circumstances: In order to provide for as many full time permanent assignments as possible and to avoid a layoff(s) of a TFT member(s), the District shall have the right to reassign teachers to openings that they cannot fill. Teachers can only be involuntarily reassigned to the job classification for which they were originally hired by the District. The employer will use inverse seniority when making involuntary transfer(s). The following year, the teacher shall return to his/her former position for the purpose of preferencing. Further, no teacher

can be involuntarily transferred more than once in a three (3) year period. Note: Article XV, Section C will be invoked prior to this section.

- F. *Any layoff pursuant to this Article shall suspend, for the duration of the layoff, the individual employment contract of the teacher.*
1. *If a teacher is laid off mid-year the teacher's individual or supplemental employment contract and benefits under this collective bargaining agreement will terminate at the end of the calendar month during which the layoff commences. A teacher will have COBRA rights to continue group insurance for the period prescribed by law, providing monthly insurance payments are made in a timely manner.*
 2. *If a teacher is laid off at the end of the school year, the district shall continue health insurance coverage throughout the months of July and August. The member's portion of health care cost sharing will be deducted from the member's final pay of any school year unless the member notifies the district of their decision to forgo health care coverage for the months of July and August. This notification must be provided to the district within two (2) weeks of layoff notification.*
 3. *Any modifications to the salary payout schedule and employee portion of health care costs for laid off teachers will be mutually agreed upon by TFT and TSD administration.*

ARTICLE XIV GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a dispute, claim, or complaint filed by either an authorized representative of, or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of this collective bargaining agreement. Individual grievances shall be handled as follows:
1. Each school shall have one building representative appointed by the Union.
 2. A teacher with a problem may first discuss the matter with the principal directly or accompanied by the Union building representative with the objective of resolving the matter informally.
 3. In the event the matter is not settled informally, the aggrieved employee shall present his/her grievance in writing, five (5) copies of which shall be given to the building representative.
 - a. Copies shall be given to the principal of the school involved, the Superintendent, and the Union Grievance Committee.
 - b. Within five (5) working days after such written grievance is filed, the aggrieved, the building representative of the Union, and the principal of the school involved shall meet to resolve the grievance.
 - c. If the grievance cannot be resolved within five (5) days after such meeting, the matter shall be presented by the Union Grievance Committee to the Assistant Superintendent (Personnel).
 - d. If the grievance cannot be resolved within five (5) days after such presentation to the Assistant Superintendent (Personnel), the matter shall be presented to the Superintendent of Schools.
 - e. Within ten (10) days of such presentation, the Superintendent shall issue his/her decision, in writing, copies of which shall be delivered to the aggrieved teacher, the Union Grievance Committee, and the Executive Secretary of the Union.

4. If the Union is dissatisfied with the decision of the Superintendent, the Union only may within five (5) days after receipt of the decision:
 - a. Submit any grievance under this Agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association at the equal expense of the parties;
 - b. The arbitrator shall have no power to add to, subtract from, or modify the collective bargaining agreement.
 - c. Or, if the Union so requests, the Board or its representatives will meet further with the Union to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non governmental) mediation and binding arbitration.
5. All time periods in number of days referred to in the grievance procedure shall mean school working days. The parties agree that time limits may be extended by mutual agreement of the parties.
6. If the grievance is not resolved, or if any required action is not performed within the time limit specified, the grievance shall automatically move to the next level.
7. Any grievance filed by a member of the bargaining unit shall be filed within thirty (30) working days of the alleged violation.
8. The Union shall have the right to file a grievance in its own name subject to the same time requirements governing individual grievances and shall be entitled to appeal from any decision at any level of the grievance procedure in its own name without the consent of the aggrieved teacher.
9. No grievance concerning wages or any other economic benefit will be considered for a period more than six (6) months prior to the filing of the written grievance in accordance with the procedure set forth herein. No claim against an employee concerning wages or other economic benefits will be considered for a period of more than six (6) months after notification to the Union and/or employee of the benefits gained by the employees.

**ARTICLE XV
ADMINISTRATION - TEACHER RELATIONSHIP**

- A. The Employer shall inform teachers by the last day of school the following:
 1. School in which he/ she is assigned
 2. Grade and/or subject(s) he/ she will teach
 3. The principal building assignments
- B. The Taylor School District Salary Schedule shall be based upon the teacher's:
 1. Experience
 2. Training
- C. New employees shall be allowed up to a maximum of four (4) years credit for teaching experience on the salary schedule. This provision may be waived when the District is not successful in filling position(s). In those case(s), the District shall have the right to hire at any level on the salary schedule provided that the out of District experience supports the level (years of experience) at which the employee was placed. The District shall consult the Union prior to hiring any individual above the 5th step on the salary schedule.

Any teacher hired above the 5th step shall remain in that classification (if necessary) for which he/she was hired for the equivalent number of years that was credited at the time of hiring. *In the event that*

the teacher is displaced as a result of being bumped, said teacher shall seek his/her seniority in accordance with the Agreement.

NOTE: This provision will be invoked prior to Article XIII, Section B, Subsection 12E.

- D. An increment on the salary schedule shall be granted for each year of teaching under contract, in Taylor, of one (1) complete semester or longer.

**ARTICLE XVI
COMPENSATION**

All salary schedules shall apply to teachers holding degrees/hours from accredited colleges/universities. Also refer to Appendix 1 – Memo of Agreement January 24, 2013 to succeed previous Collective Bargaining Agreement.

A. Attachment 1

Remaining 2012-2013 School Year

The pay schedule will reflect a 10% cut for the remainder of the 2012-2013 school year. The amounts to be calculated will be reflected on the February 22, 2013 pay.

Step	BA/BS	MA/MS	M30/DM/SW/ES	ABD	DR
P-1	\$ 35,537.00	\$ 38,177.00	\$ 39,823.00	\$ 41,963.00	\$ 70,446.00
P-2	\$ 37,680.00	\$ 39,823.00	\$ 41,965.00	\$ 44,110.00	\$ 70,446.00
P-3	\$ 39,823.00	\$ 41,965.00	\$ 44,110.00	\$ 46,258.00	\$ 70,446.00
P-4	\$ 41,965.00	\$ 44,110.00	\$ 46,251.00	\$ 48,451.00	\$ 70,446.00
5	\$ 44,110.00	\$ 46,251.00	\$ 48,451.00	\$ 50,533.00	\$ 70,446.00
6	\$ 46,253.00	\$ 48,451.00	\$ 50,533.00	\$ 52,677.00	\$ 70,446.00
7	\$ 48,451.00	\$ 50,536.00	\$ 52,677.00	\$ 54,823.00	\$ 70,446.00
8	\$ 50,750.00	\$ 52,677.00	\$ 54,823.00	\$ 56,964.00	\$ 70,446.00
9	\$ 55,844.00	\$ 56,964.00	\$ 59,108.00	\$ 61,249.00	\$ 70,446.00
10	\$ 57,582.00	\$ 62,807.00	\$ 64,994.00	\$ 67,176.00	\$ 70,446.00
11	\$ 60,943.00	\$ 69,528.00	\$ 71,714.00	\$ 73,898.00	\$ 77,169.00
12	\$ 61,248.00	\$ 69,876.00	\$ 72,073.00	\$ 74,267.00	\$ 77,555.00
13	\$ 61,553.00	\$ 70,223.00	\$ 72,431.00	\$ 74,636.00	\$ 77,940.00
14	\$ 61,858.00	\$ 70,571.00	\$ 72,790.00	\$ 75,006.00	\$ 78,326.00
15	\$ 62,162.00	\$ 70,919.00	\$ 73,149.00	\$ 75,375.00	\$ 78,712.00
16	\$ 62,474.00	\$ 71,274.00	\$ 73,515.00	\$ 75,753.00	\$ 79,106.00
17	\$ 62,784.00	\$ 71,628.00	\$ 73,880.00	\$ 76,130.00	\$ 79,499.00
18	\$ 63,095.00	\$ 71,984.00	\$ 74,246.00	\$ 76,507.00	\$ 79,893.00
19	\$ 63,405.00	\$ 72,337.00	\$ 74,612.00	\$ 76,883.00	\$ 80,286.00
20	\$ 63,716.00	\$ 72,691.00	\$ 74,977.00	\$ 77,261.00	\$ 80,679.00
21	\$ 64,028.00	\$ 73,049.00	\$ 75,344.00	\$ 77,639.00	\$ 81,073.00
22	\$ 64,337.00	\$ 73,402.00	\$ 75,708.00	\$ 78,016.00	\$ 81,468.00
23	\$ 64,649.00	\$ 73,756.00	\$ 76,075.00	\$ 78,391.00	\$ 81,861.00
24	\$ 64,960.00	\$ 74,111.00	\$ 76,439.00	\$ 78,768.00	\$ 82,255.00
25	\$ 65,870.00	\$ 75,066.00	\$ 77,406.00	\$ 79,746.00	\$ 82,648.00
26	\$ 66,181.00	\$ 75,419.00	\$ 77,772.00	\$ 80,123.00	\$ 83,041.00
27	\$ 66,493.00	\$ 75,774.00	\$ 78,139.00	\$ 80,498.00	\$ 83,436.00
28	\$ 66,803.00	\$ 76,130.00	\$ 78,504.00	\$ 80,875.00	\$ 83,829.00
29	\$ 66,915.00	\$ 76,283.00	\$ 78,669.00	\$ 81,052.00	\$ 84,222.00
30	\$ 67,025.00	\$ 76,438.00	\$ 78,836.00	\$ 81,230.00	\$ 84,616.00

Annual salary for the 2012-2013 school year is a blended salary. The blended annual salary is figured as follows:

August 26, 2012 – February 6, 2013 at the above Smooth Salary Schedule

February 7, 2013 – June 14, 2013 at the Attachment 2 2013-2014, 2014-2015 Pay Scale

Attachment 2

2013-2014, 2014-2015 Pay Scale

Step	BA/BS	MA/MS	M30/DM/SW/ES	ABD	DR
P-1	\$ 31,983.30	\$ 34,359.30	\$ 35,840.70	\$ 37,766.70	\$ 63,401.40
P-2	\$ 33,912.00	\$ 35,840.70	\$ 37,768.50	\$ 39,699.00	\$ 63,401.40
P-3	\$ 35,840.70	\$ 37,768.50	\$ 39,699.00	\$ 41,632.20	\$ 63,401.40
P-4	\$ 37,768.50	\$ 39,699.00	\$ 41,625.90	\$ 43,605.90	\$ 63,401.40
5	\$ 39,699.00	\$ 41,625.90	\$ 43,605.90	\$ 45,479.70	\$ 63,401.40
6	\$ 41,627.70	\$ 43,605.90	\$ 45,479.70	\$ 47,409.30	\$ 63,401.40
7	\$ 43,605.90	\$ 45,482.40	\$ 47,409.30	\$ 49,340.70	\$ 63,401.40
8	\$ 45,675.00	\$ 47,409.30	\$ 49,340.70	\$ 51,267.60	\$ 63,401.40
9	\$ 50,259.60	\$ 51,267.60	\$ 53,197.20	\$ 55,124.10	\$ 63,401.40
10	\$ 51,823.80	\$ 56,526.30	\$ 58,494.60	\$ 60,458.40	\$ 63,401.40
11	\$ 54,848.70	\$ 62,575.20	\$ 64,542.60	\$ 66,508.20	\$ 69,452.10
12	\$ 55,123.20	\$ 62,888.40	\$ 64,865.70	\$ 66,840.30	\$ 69,799.50
13	\$ 55,397.70	\$ 63,200.70	\$ 65,187.90	\$ 67,172.40	\$ 70,146.00
14	\$ 55,672.20	\$ 63,513.90	\$ 65,511.00	\$ 67,505.40	\$ 70,493.40
15	\$ 55,945.80	\$ 63,827.10	\$ 65,834.10	\$ 67,837.50	\$ 70,840.80
16	\$ 56,226.60	\$ 64,146.60	\$ 66,163.50	\$ 68,177.70	\$ 71,195.40
17	\$ 56,505.60	\$ 64,465.20	\$ 66,492.00	\$ 68,517.00	\$ 71,549.10
18	\$ 56,785.50	\$ 64,785.60	\$ 66,821.40	\$ 68,856.30	\$ 71,903.70
19	\$ 57,064.50	\$ 65,103.30	\$ 67,150.80	\$ 69,194.70	\$ 72,257.40
20	\$ 57,344.40	\$ 65,421.90	\$ 67,479.30	\$ 69,534.90	\$ 72,611.10
21	\$ 57,625.20	\$ 65,744.10	\$ 67,809.60	\$ 69,875.10	\$ 72,965.70
22	\$ 57,903.30	\$ 66,061.80	\$ 68,137.20	\$ 70,214.40	\$ 73,321.20
23	\$ 58,184.10	\$ 66,380.40	\$ 68,467.50	\$ 70,551.90	\$ 73,674.90
24	\$ 58,464.00	\$ 66,699.90	\$ 68,795.10	\$ 70,891.20	\$ 74,029.50
25	\$ 59,283.00	\$ 67,559.40	\$ 69,665.40	\$ 71,771.40	\$ 74,383.20
26	\$ 59,562.90	\$ 67,877.10	\$ 69,994.80	\$ 72,110.70	\$ 74,736.90
27	\$ 59,843.70	\$ 68,196.60	\$ 70,325.10	\$ 72,448.20	\$ 75,092.40
28	\$ 60,122.70	\$ 68,517.00	\$ 70,653.60	\$ 72,787.50	\$ 75,446.10
29	\$ 60,223.50	\$ 68,654.70	\$ 70,802.10	\$ 72,946.80	\$ 75,799.80
30	\$ 60,322.50	\$ 68,794.20	\$ 70,952.40	\$ 73,107.00	\$ 76,154.40

Teachers will receive a one (1) step increase in the 2013-2014 school year.

Attachment 3

2015-2016 Pay Scale

Step	BA/BS	MA/MS	M30/DM/SW/ES	ABD	DR
P-1	\$ 35,537.00	\$ 38,177.00	\$ 39,823.00	\$ 41,963.00	\$ 70,446.00
P-2	\$ 37,680.00	\$ 39,823.00	\$ 41,965.00	\$ 44,110.00	\$ 70,446.00
P-3	\$ 39,823.00	\$ 41,965.00	\$ 44,110.00	\$ 46,258.00	\$ 70,446.00
P-4	\$ 41,965.00	\$ 44,110.00	\$ 46,251.00	\$ 48,451.00	\$ 70,446.00
5	\$ 44,110.00	\$ 46,251.00	\$ 48,451.00	\$ 50,533.00	\$ 70,446.00
6	\$ 46,253.00	\$ 48,451.00	\$ 50,533.00	\$ 52,677.00	\$ 70,446.00
7	\$ 48,451.00	\$ 50,536.00	\$ 52,677.00	\$ 54,823.00	\$ 70,446.00
8	\$ 50,750.00	\$ 52,677.00	\$ 54,823.00	\$ 56,964.00	\$ 70,446.00
9	\$ 55,844.00	\$ 56,964.00	\$ 59,108.00	\$ 61,249.00	\$ 70,446.00
10	\$ 57,582.00	\$ 62,807.00	\$ 64,994.00	\$ 67,176.00	\$ 70,446.00
11	\$ 60,943.00	\$ 69,528.00	\$ 71,714.00	\$ 73,898.00	\$ 77,169.00
12	\$ 61,248.00	\$ 69,876.00	\$ 72,073.00	\$ 74,267.00	\$ 77,555.00
13	\$ 61,553.00	\$ 70,223.00	\$ 72,431.00	\$ 74,636.00	\$ 77,940.00
14	\$ 61,858.00	\$ 70,571.00	\$ 72,790.00	\$ 75,006.00	\$ 78,326.00
15	\$ 62,162.00	\$ 70,919.00	\$ 73,149.00	\$ 75,375.00	\$ 78,712.00
16	\$ 62,474.00	\$ 71,274.00	\$ 73,515.00	\$ 75,753.00	\$ 79,106.00
17	\$ 62,784.00	\$ 71,628.00	\$ 73,880.00	\$ 76,130.00	\$ 79,499.00
18	\$ 63,095.00	\$ 71,984.00	\$ 74,246.00	\$ 76,507.00	\$ 79,893.00
19	\$ 63,405.00	\$ 72,337.00	\$ 74,612.00	\$ 76,883.00	\$ 80,286.00
20	\$ 63,716.00	\$ 72,691.00	\$ 74,977.00	\$ 77,261.00	\$ 80,679.00
21	\$ 64,028.00	\$ 73,049.00	\$ 75,344.00	\$ 77,639.00	\$ 81,073.00
22	\$ 64,337.00	\$ 73,402.00	\$ 75,708.00	\$ 78,016.00	\$ 81,468.00
23	\$ 64,649.00	\$ 73,756.00	\$ 76,075.00	\$ 78,391.00	\$ 81,861.00
24	\$ 64,960.00	\$ 74,111.00	\$ 76,439.00	\$ 78,768.00	\$ 82,255.00
25	\$ 65,870.00	\$ 75,066.00	\$ 77,406.00	\$ 79,746.00	\$ 82,648.00
26	\$ 66,181.00	\$ 75,419.00	\$ 77,772.00	\$ 80,123.00	\$ 83,041.00
27	\$ 66,493.00	\$ 75,774.00	\$ 78,139.00	\$ 80,498.00	\$ 83,436.00
28	\$ 66,803.00	\$ 76,130.00	\$ 78,504.00	\$ 80,875.00	\$ 83,829.00
29	\$ 66,915.00	\$ 76,283.00	\$ 78,669.00	\$ 81,052.00	\$ 84,222.00
30	\$ 67,025.00	\$ 76,438.00	\$ 78,836.00	\$ 81,230.00	\$ 84,616.00

Teacher will remain at the step they were at the beginning of the 2013-2014 school year.

Attachment 4

2016-2017 Pay Scale

Step	BA/BS	MA/MS	M30/DM/SW/ES	ABD	DR
P-1	\$ 35,537.00	\$ 38,177.00	\$ 39,823.00	\$ 41,963.00	\$ 70,446.00
P-2	\$ 36,980.00	\$ 39,823.00	\$ 41,965.00	\$ 44,110.00	\$ 70,446.00
P-3	\$ 39,323.00	\$ 41,765.00	\$ 44,110.00	\$ 46,258.00	\$ 70,446.00
P-4	\$ 41,465.00	\$ 44,110.00	\$ 46,251.00	\$ 48,451.00	\$ 70,446.00
5	\$ 43,710.00	\$ 45,851.00	\$ 48,051.00	\$ 50,533.00	\$ 70,446.00
6	\$ 45,953.00	\$ 48,051.00	\$ 50,333.00	\$ 52,677.00	\$ 70,446.00
7	\$ 48,151.00	\$ 50,336.00	\$ 52,277.00	\$ 54,823.00	\$ 70,446.00
8	\$ 50,450.00	\$ 52,477.00	\$ 54,723.00	\$ 56,964.00	\$ 70,446.00
9	\$ 53,210.00	\$ 54,794.00	\$ 57,009.00	\$ 59,250.00	\$ 70,446.00
10	\$ 58,282.00	\$ 59,707.00	\$ 61,893.00	\$ 65,176.00	\$ 70,446.00
11	\$ 60,043.00	\$ 65,828.00	\$ 67,814.00	\$ 70,897.00	\$ 77,169.00
12	\$ 63,448.00	\$ 72,776.00	\$ 74,673.00	\$ 75,267.00	\$ 78,555.00
13	\$ 63,753.00	\$ 73,023.00	\$ 74,978.00	\$ 77,636.00	\$ 79,555.00
14	\$ 64,058.00	\$ 73,328.00	\$ 75,336.00	\$ 79,230.00	\$ 82,616.00
15	\$ 67,025.00	\$ 76,438.00	\$ 78,836.00	\$ 81,230.00	\$ 84,616.00

2016-2017 Pay Scale Clause

If the TSD remains in a DEP for the 2016-2017, the Pay Scale will stay at the 2015-2016 school year & Teachers will receive a one (1) step increase.

1. Highest Three Year Average Option
A teacher who is eligible or will be eligible to retire within three (3) years according to the requirements of the State of Michigan School Employee Retirement System may notify the TSD of their intention to retire within three (3) years. For the next three (3) years, after the notice, the teacher's annual base salary will be at the top step of the teacher's lane schedule.
 - a. Teachers must have been employed by the TSD for a minimum of twenty (20) years to participate.
 - b. Teachers who fail to retire after three years will be placed three (3) steps below their "pre-announcement" step. For example, a teacher on step 25 announces their intention to retire in three (3) years. If they return for a fourth year, they will be placed on step 22.
 - c. Any teacher who works beyond the fourth year will have their salary adjusted so that the employee doesn't gain any monetary advantage. The teacher will then be placed on their appropriate step.
2. **ABD** means all requirements completed for doctorate except dissertation.
3. The District agrees to pay employees at the **Doctorate** level if any of the following apply:
 - a. If any employee received pay at the Doctorate level prior to the date of this agreement, he/she will continue to be paid at the Doctorate level.
 - b. If an employee has or obtains a PhD or an EdD, he/she will be paid at the Doctorate level.
 - c. Other types of Doctorates (MD, DDS, JD, etc.) will not be paid at the Doctorate level without the approval of the administration and the Board of Education. Employees desiring to obtain other types of Doctorates must write the administration and receive written approval from the Assistant Superintendent in charge of Personnel and the Board of Education that the District will pay for that degree at the Doctorate level. The approval/disapproval will be given by the Personnel Office and the Board of Education, in writing. Any degrees other than PhD and EdD must have written approval to be paid at the Doctorate level. After the June 13, 2003, the decision to approve or disapprove such a written request is addressed to the District's discretion, so long as the District is not arbitrary and capricious; provided, however, the exercise of the District's discretion will not be evaluated based on any decision made before June 13, 2003.
4. Kindergarten teachers going to two (2) buildings shall receive \$10.00 per day.
5. Service shall be counted as actual time salary is received from the District. (Four (4) months minimum time for one-half year service)
6. The following **ATTENDANCE INCENTIVE** will be in effect:
 - a. Teachers with perfect attendance during the entire school year will be paid \$750.00 (payable in the subsequent July).
 - b. Teachers with one or less absences (but more than zero) during the school year will be paid \$600.00 (payable in the subsequent July).
 - c. Teachers with two (2) 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.
 - e. All unused sick days will accumulate in the teacher's sick bank.
 - f. No attendance incentives will be offered for the 2012-2013, 2013-2014, and 2014-2015 school year.
7. **ACADEMIC ASSISTANTS** shall be paid \$11.09 per hour for the 2009/2010 school year. For the 2010/2011 school year, the hourly rate will be adjusted by the same percentage adjustment applied to the P-12 salary schedule.

- a. Full time academic assistants (6 hour per day or more) shall receive five (5) sick days per year. Half time academic assistants shall receive 2 ½ sick days per year. At the end of each school year all banked days will remain in the member's bank for the use in future years. No payment of banked days will be offered at separation of employment. Academic Teaching Assistant salaries shall not decrease for the duration of the collective bargaining agreement.
- b. The academic assistants shall receive the same bereavement benefits as other TFT members.
- c. Academic assistants shall include the following job classifications:
 1. In-House Suspension.
 2. Pre-school Teacher Assistants.
 3. Academic Assistants (Funded Programs).
- d. Academic Assistants who qualify and elect to enroll in the Wayne County Health Choice Program will have their portion of the premium (1/3 of the total premium) deducted from their pay and spread evenly over twenty (20) pay periods. The Taylor School District will then pay 2/3 of the premium (the district's 1/3 and the 1/3 the employee paid through their payroll deduction). The County pays the remaining 1/3.
 1. It is agreed that in July of each year, the cost of the program will be looked at and refigured for the following school year. If there is a change, the employees will be notified by August 1st.
 2. The policy covers one (1) calendar year. The policy covers the school year and the subsequent summer vacation.
 3. If an employee's wage in a pay period does not cover the payroll deduction amount (for instance if they are seriously ill), they may write the school district a check for the amount of the shortage.
 4. It is agreed the school district will notify the employee before the insurance would be cancelled due to not receiving the employee's portion of the premium. The district agrees to give the employee notice and a chance to pay their portion of the premium before canceling the policy.
- e. No other benefit shall accrue to these employees unless their required hours exceed forty (40) hours per week on a regular basis.
- f. Preschool ATAs, funded through the GSRP will work a minimum of 160 days per school year.
- g. Academic assistants will be assigned by the Assistant Superintendent of Instruction or designee in consultation with the teaching staff at their work location.
- h. If there is a reduction in the number of academic assistants, the least senior person in the affected area will be laid off. No new academic assistant shall be hired in a position in the building until all laid-off academic assistants from that building have been given an opportunity for recall.

B. SALARY PAY OPTIONS:

Beginning with the 2005-06 school year all newly hired teachers will participate in direct deposit for the duration of their employment with the District. Teachers shall have the option of:

1. A **ten (10) month** salary schedule. There shall be twenty-two equal bi-weekly payments. The first payment shall be made on the first Friday following the opening of the school year. The final payment will be made on the last day of the school year. If payment falls on a day when school is not in session, teachers shall receive their checks on the last work day before the due date. Checks shall not be postdated at any time.

2. **A twelve (12) month** salary schedule.
 - a. A form will be available to allow teachers to select an option to have their pay spread over 26 pays rather than the normal number of pays. Once authorization is requested, it shall remain in effect until such time as the teacher notifies the Personnel Department, in writing, to discontinue said authorization. Notification must be received by Personnel prior to August 1st for the ensuing school year. Requests received after August 1, will not be honored with the exception of new hires.
 - b. Once a selection is made for a particular school year, it is irrevocable for that school year.
 - c. Anyone selecting 26 pays will not have an option for a lump sum payoff on the last day of school.
 - d. By June 1, you must notify payroll if you will have a change of address for the summer. Only one change will be made and your checks will be mailed to the address for the entire summer. Under no circumstances will a request be allowed to hold checks at the Board office for pickup.
 - e. No summer checks will be released prior to the scheduled payday and there is no provision for pay advances.
 - f. All voluntary deductions, except Union dues, will be continued.
 - g. Any changes of voluntary deductions must be made through the established procedures.
 - h. The payroll department will not be responsible for forwarding checks to credit unions or other banking institutions.
 - i. The above option is not offered to staff on Sabbatical Leave.
 - j. Checks shall not be post-dated at anytime.
3. All teachers receiving lay-off notices will have their contracts paid off by June 30th.
4. Paychecks will show:
 - a. In contract amount - base salary
 - b. Paid bi-weekly but excluded in contract amount: Department heads-DPT HD Split Classes-SPLIT
 - c. Paid twice a year on the last paid date of the semester and taxes to be spread. (Includes everything from Forensics through Faculty Athletic Coordinator)
 - d. Coaches' compensation of fall and spring - paid in regular bi-weekly check - spread taxes. Retirement credit hours filed with State of Michigan Retirement Board for coaches not employed by the Taylor School District.

- C. **A TAX SHELTERED ANNUITY** program shall be provided. The carriers shall consist of insurance companies, mutual funds, stock brokerage firms, banks, and all other licensed financial institutions which offer T.S.A.'s with a limit of 25 carriers. The payroll deduction will be handled through one central banking agent established by the Central Administration. This banking agent will disburse payments to T.S.A. carriers bi-weekly. (every two weeks).
- D. Elementary teachers who teach a **combination grade** assignment will be paid an additional 7% of the MA base. Secondary teachers who are teaching split classes shall receive 1/6 the above stated rate per hour.
- E. The following high school learning disciplines will have the services of a department chairperson with the noted stipend paid at the current MA step 11 and any future "on Scale" pay increases will be used to calculate stipends:

Special Education	3%
Business & Living Skills (Home Economics, Industrial Arts)	5%

Fine Arts (Music, Art, Drama, Foreign Language, Theater Arts, Speech).....	5%
Physical Education.....	5%
Mathematics.....	8%
Science.....	8%
Language Arts.....	8%
Social Studies.....	8%

1. The Department Chairs for Language Arts and Social Studies shall have the following Career Awareness Network (CAN) duties and responsibilities:
 - a. Coordinate the Taylor School District Career Awareness Network (CAN) program composed of the Educational Development Plan (EDP), Portfolio and Career Pathway which includes distribution of materials and requesting materials. Provide information to appropriate staff, counselors, and administrators.
 - b. Assist respective department teaching staff with instruction of CAN materials, appropriate revisions, and determine staff in-service needs.
 - c. Gather information and assist in preparation of local, state, and federal reports.
 - d. Serve as contact person to other department heads and District administrators regarding CAN program and the individual components within the CAN program.
 - e. Assist in the coordinating of group counseling sessions with respect to CAN program.
 2. *After the second posting is filled each department will elect who will serve for the ensuing school year. In the event of a tie, the most senior candidate involved in the tie shall be determined the department chair.* It is understood by teachers and the scheduling administrator that the preparation periods of the chairpersons may be scheduled to improve continuity and communication with the school.
 3. No released time will be provided.
 4. *A minimum of two (2) people in support of a recall, for cause, of the Department Chairperson shall petition the principal and the TFT. Within five (5) working days, an election will be held with all members of the department. A simple majority will determine (by secret ballot) if the person is recalled from the position. If a recall occurs, another election shall take place. Once recalled, that person is no longer permitted to be department chairperson in that department/school. An individual chairperson may not face recall more than once per year. The department chairperson stipend in the case of recall will be distributed on a prorated basis.*
 5. The North Central Accreditation Chair at each high school will have the choice of the following for the purpose of doing NCA chair duties: 1.Their schedule will be: teach (3 blocks), planning (1block), and NCA Chair (1block). Or 2. They will receive a stipend of 5% of the B.A. base. The choice they make will last until the last year of the NCA cycle they are serving. When a new cycle begins and/or a new chair takes over (unless this is after the school year begins), they also will be offered a choice as to how they will be compensated for NCA chair duties. That choice will last until the end of the NCA cycle.
- F. In each middle/junior high school, based on seniority, one person in Industrial Arts and one person in Art shall be responsible for ordering the next year's supplies. Compensation shall be \$200.00 per person per year.
- G. All **libraries** shall open to students on the students' fourth day and shall remain open until the last week of school.
- H. **Severance Pay:** Severance pay of 100 percent of the accumulated sick leave days will be paid to certified personnel leaving the system after at least 20 years of service, and 50 percent after at least 10 years of service, in the Taylor School System.

1. Each employee's sick leave bank for purposes of computing severance pay shall be capped at the number of days in his/her bank as of June 30, 1983. All teachers will have the right to maintain a minimum of sixty (60) days in their banks. Teachers who are capped at sixty (60) days and participated in the 1996/1997 M.E.A.P./HSPT improvement plan by submitting written curriculum objectives and who are still employees of the Taylor School District will have their cap increased by one day.
 2. Payment for severance payout will be capped at the individual's daily rate effective September 1, 1990.
 - a. Teachers who notify the District, in writing, by March 15th 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. This retirement incentive and the severance payment due to the teacher will be paid in three (3) equal payments spread over three (3) years immediately following retirement and be deposited into a 403B Plan by July 15th of each of the three (3) years. No early notification of retirement incentive will be paid for the 2012-2013, 2013-2014 and 2014-2015 school years.
 1. All accumulated sick days will be paid by a BoE paid annuity at the time of retirement.
 2. Retirement notices received after March 15th will result in a complete severance payout to the BoE paid annuity within 30 days after severing employment.
 3. 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 (2) years.
 4. The Taylor School District will take reasonable steps to establish a 403B account for those employees that do not have a 403B established at the time of retirement.
 - b. Employees hired subsequent to September 1, 1990 shall have the value of their daily rate for severance day(s) capped at \$115.00.
 3. Any certified 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 System, is eligible to receive severance pay of 100 percent of the accumulated sick leave days.
 4. In the event of death, the full accumulation of personal sick bank allowance shall be paid to the estate of the deceased at the rate of 100%.
- I. When an **emergency substitute** is necessary in the case of an on the job teacher, it shall be on a voluntary basis among teachers in the immediate direct proximity. Where volunteers are not available in either the elementary or secondary schools, the principal may assign the duty on the basis of inverse seniority, on a rotating basis.
1. Emergency substitutes will be filled using the following guidelines:
 - Volunteer hourly
 - Volunteer all day
 - Inverse seniority forced hourly by immediate direct proximity
 - Inverse seniority forced all day by immediate direct proximity
 - Inverse seniority as applicable to all T.F.T. certified staff members unless specifically excluded
 2. Direct proximity is by department.

- a. Teachers may combine two (2) classes in one room, may choose to take both classes to another location in the school such as the library, cafeteria, little theater or other open space that is not being used at the time the teacher wants to use it or may supervise both classrooms.
 - b. A teacher who is teaching auto shop classes will not be forced to substitute because of the nature of the class and the equipment being used.
 3. In the high school, teachers that are forced to sub during on their planning period will be paid \$22.00 the block of subbing. (Also reference Article X, section J 2)
 4. In the middle/junior high schools, and 6th grade academy (if not self-contained), teachers shall be paid the rate of \$22.00 an hour. No one shall be allowed to sub more than one period per day. If a teacher is assigned a 6th class for more than a five (5) day consecutive period, beginning with the 6th day the compensation will be 1/1000 per hour. It is understood that the teacher will remain in the temporary assignment until the absent teacher has returned or unless a more senior, qualified teacher is available that particular hour. If the sixth assignment is permanently assigned to a teacher, the compensation will be 1/1000. If teaching an extra class for a seven (7) period day the compensation will be prorated.
 5. In the elementary schools, teachers will be paid \$60.00 per A.M. or P.M. session. If the class is split, pay is to be in proportion to the split. When the music/art or physical education teacher is absent without a substitute, the teacher will be paid \$6.00 per ten (10) minutes of subbing. (Also use if 6th grade is self-contained classrooms)
 6. At the Career Center, emergency subbing will be:
 - a. Emergency subbing will be assigned to teachers within the clustered area of concentration, when possible.
 - b. Teachers will be forced to sub by inverse seniority, when possible, only within their clustered program area.
 - c. Teachers volunteering and/or being forced to sub will be forced to sub all day (both blocks 1 & 2).
 - d. Teachers may combine two (2) classes within one classroom, shop, laboratory, or may choose to take classes to another location, provided it is within the Career Center main campus facilities. More than two (2) classes within a cluster area of concentration may be combined in cases of extreme emergency.
 7. Teachers of all senior student classes subbing at the end of the year, if after seniors take exams, there are student days of school remaining for the other classes (the senior class finishes early) then the teachers of classes that had all senior students in them may be required to sub or do hall duty during half of the period when their senior class was scheduled. The other half of the period will be duty free (compensation for having to correct senior exams and figure the senior's grades without the benefit of the half day exam schedule or a record day).
- J. **Credits** shall only be accepted from accredited colleges or universities. Undergraduate credits between degrees shall be compensated at the rate of \$20.00 per semester hour to a maximum of \$500.00. Undergraduate credit hours for credits to maintain certification will be paid \$30.00 per credit for hours taken after June 1, 2009. The new maximum will be \$750.
1. Graduate credits between degrees shall be compensated at the rate of \$25.00 per semester hour to a maximum of \$750.00. Graduate credit hours will be paid at the rate of \$35.00 per credit hour and the new maximum will be \$1000 for graduate hours taken beyond June 1, 2009.
 2. The maximum compensation for additional credit hours shall be imposed only on credits earned after June 1, 2009.

3. To qualify for compensation, credits must be directly related to the enhancement of the individual's teaching or administrative competence.
4. The School District will compensate members for all SBE/CEU and/or SCECH earned based on the formula and procedures to be established by the State Board of Education and the WCISD.
5. Credits, SBE/CEU's and/or SCECH's denied for compensation shall be subject to review for approval by the Professional Review Board.
6. All credits, SBE/CEU's, SCHECH's and lane changes (Bachelor to Master, 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 teacher has fulfilled the requirements and received the degree or verification of the degree on the State of Michigan website.

K. **Extracurricular Activities Compensation:** Extra-curricular compensation (percent of minimum B.A. degree pay). The District retains the sole and exclusive right to determine qualifications for coaching positions. When there is more than one applicant for a position, a Professional Review Board will interview and select the coach. First year coaches will be at will employees and may be terminated during or immediately after the season with or without just cause. Coaches will be given a written evaluation at the end of each season within sixty (60) days of their last game. At the end of the first year as a coach, the coach can be terminated, put on probation or be rehired for the next year. After the first year, coaches will not be terminated without first serving a one year probationary period (unless there are extraordinary circumstances). The evaluation will minimally contain the following:

Performance in This Assignment (circle one)

Satisfactory – will continue in same assignment for next year

Probationary – will continue in same assignment for next year, however, if concerns needing improvement or concerns that are unsatisfactory are not improved to an overall satisfactory level, the coach may not be rehired in the subsequent season

Unsatisfactory – not to be rehired for next season

Administration and coach must sign the evaluation which acknowledges both parties have read it. The coach has the right to have a written statement attached to the evaluation (or on the evaluation) explaining any concerns they may have with the evaluation.

1. **Coaching Stipend Compensation:**

Head Football Coach (HS)	13%
Assistant Football Coach (HS)	9%
Football (M/JHS)	8%
Assistant Football Coach (M/JHS)	6%
Head Basketball Coach (HS)	13%
Assistant Basketball Coach	9%
Basketball Coach (M/JHS)	8%
Head Baseball/Softball Coach (HS)	9%
Assistant Baseball Coach (HS)	8%
Baseball/Softball Coach (M/JHS)	7%
Head Track Coach (HS)	9%
Assistant Track Coach (HS)	8%

Track Coach (M/JHS).....	7%
Cross Country Coach.....	8%
Golf Coach.....	8%
Tennis Coach.....	8%
Head Gymnastics Coach.....	10%
Assistant Gymnastics Coach.....	8%
Wrestling Coach.....	9%
Adaptive Sport Coach.....	10%
Soccer Coach.....	9%
Swimming.....	10%
Hockey.....	10%
Hockey Faculty Supervisor (for both high schools)*.....	.6%
Swimming (M/JHS).....	8%
Volleyball (HS).....	10%
Assistant Volleyball.....	9%
Intramural (M/JHS).....	8%
Intramural Supervisor (MS)**.....	2%
Mega League Coach (MS)***.....	6%
Volleyball (M/JHS).....	8%
Cheerleader (HS).....	10%
Cheerleader (M/JHS).....	9%

* The district will pay one teacher to serve as the district hockey faculty supervisor (for both high schools) at the rate of 6% of the Bachelor's base salary schedule. The supervisor will attend all home, district, regional and state hockey games as required by the athletic director. The hockey supervisor will report directly to the athletic director and will serve as the liaison between the administration, students, and hockey arena in enforcing the Taylor Student Code of Conduct.

** Beginning in the 2001-2002 school year, the Intramural Sports supervisor will be based on a five (5) week season. Intramural sports will be conducted on ten (10) days (two day per week for five (5) weeks).

***Beginning in the 2001-2002 school year, Taylor Middle/Junior High Schools will participate in Mega League Sports. The coaching season will be seven (7) weeks long. The first week is for tryouts and team selection. The second week is for conditioning and training the team for game competition. The final five (5) weeks involve two-day practices (probably Tuesday and Thursday), and two-days of games (probably Monday and Wednesday). There is no requirement to have practices on Fridays.

2. Stipends will be paid for coaches in the 7th and 8th grades **Intra-city Taylor Schools League**

as follows:	Boys Basketball	4%	Girls Basketball	4%
	Coed Track	4%	Coed Swimming	4%
	Girls Volleyball	4%	Cheerleading	4%
	Boys Football	5% (8 Week schedule)		

- a. Each season will last for seven (7) weeks. The first two (2) weeks will be for practice. The remaining five (5) weeks will be for practice and games.
- b. Middle/Junior High school cheerleaders will only be required to cheer during the boys' basketball season.
- c. Coaches: Effective September 1, 1988, a coach's rate of pay shall increase at the rate of one-half percent per year beginning in the fourth year or more of continuous service in

the same sport, cumulative to a maximum of three and one-half percent. Ninth grade inter scholastic coaches shall be paid at the middle/junior high school level.

- d. High school football coaches who must work an additional week as the result of Administrative directive shall be paid an additional 1.5% of the BA base.
- e. It is understood by the Taylor Board of Education and the Taylor Federation of Teachers that the institution of girls' athletics in the middle/junior high schools and additional sports in the senior highs also means that coaches' salaries for a sport are identical regardless of participant's gender.

3. **Academic Stipend Compensation:**

Forensics Coach	4%
Debate Coach	13%
DECCA Advisor (HS)	6%
Band Director (HS).....	13%
Band Director (M/JHS).....	13%
Assistant Band Director (HS).....	6%
Chorus (HS - 1 school).....	8%
Chorus (HS - 2 schools).....	12%
Chorus (M/JHS).....	8%
Drama (HS) (Min. of two (2) Plays)	10%
Drama (M/JHS).....	5%
Class Advisors (HS)	
*Senior Class	7%
*Junior Class	6%
*Sophomore Class	5%
*Freshman Class.....	4%
Elementary Student Council.....	3%
Service Squad in the Elementary (one per school)	3%
Safety Squad in Elementary (one per school)	3%
Student Council - Senior	10%
Student Council - Middle/Junior High	8%
School Publications (HS/MS) Yearbook and Newspaper Scheduled as one teaching hour per day	
Stage Craft (HS).....	8%
Driver Education Coordinator (one per high school)	
12 month Position	8%
HOSA I Advisor.....	6%
HOSA II Assistant Advisor (2 positions)	3%
National Honor Society Advisor (HS)	3%
National Honor Society Advisor (M/JHS)	3%
****National Honor Society Advisor (Career Center).....	3%
Elementary Camp Supervisors	2%
Quiz Bowl Coach	5%
**Faculty Athletic Coordinator (one from each high school-must attend all home football and basketball games).....	8%
***School District Publication Editor	13%
***School District Video Production Director	13%
Youth in Government Program.....	5%
Career Center Robotics Program.....	6%

*****CareerCenterNetworkAdministrator.....	6.5%
Elementary Science Fair Coordinator	\$300.00
Middle/Junior High School Science Fair Coordinator	\$300.00

* In the high schools, class advisors shall be selected for each Freshman Class based upon seniority. Such advisor shall maintain this position through that class's senior year. In the event that an advisor relinquishes a position, a new advisor shall be selected based upon seniority.

** Faculty Athletic Coordinator (one in each high school) must attend all home football and girls and boys basketball games. The Faculty Athletic Coordinator must fulfill the obligations of the job description.

*** These two (2) positions shall be subject to an annual reappointment as determined by the Administration.

**** Starting with the 2001-2002 school year the Taylor Career Center teacher serving as the National Honor Society advisor will be compensated at the rate of 3% of the Bachelor's base salary schedule. This funding of this position is determined by the availability of Perkin's funds.

*****Starting in the 2001-2002 school year the network administrator at the Career Center shall receive a stipend of 6.5% of the MA step 11, annually.

4. Teachers may hold one coordinator's position.
5. Teachers shall be paid \$15.00 for each of the following activities: Hall supervising and dance chaperones.
6. Teachers/workers shall be paid \$ 25.00 for all varsity contests, \$ 20.00 for all Junior Varsity contests, and \$ 15.00 for all 9th grade and middle/junior high school athletic events for the following activities: Score keeping, announcing, ticket takers, and track judging.
7. Band Directors who take their school band to a Board approved summer camp shall be compensated at 1/200 of their salary level per day spent at camp to a maximum of two (2) weeks.
 - a. Two (2) TFT members who are instrumentally certified and approved by the Board, may assist at band camp and shall be compensated at a rate of \$125 per day up to a maximum of two (2) weeks.
 - b. The district will continue to pay the band director at the 1/200th of their salary daily rate for the duties at summer band camp. If the number of band members at camp is less than 50 the band director will be the sole TFT member paid by the district. If the number of band members at camp is between 50 and 75 the district will pay the \$125 daily rate referenced in the contract to a second TFT member who qualifies. If the number of students is above 75 the district will pay the second TFT member who qualifies the 1/200th of their salary daily rate. This agreement will cover the summer band camp for the year 2008 and any subsequent years until such time as it is modified by the contract.
8. If an additional Youth-in-Government chaperone is needed for overnight activities, a certified staff member may be used. He or she will be paid a stipend of \$125.00 per day. The maximum chaperone days will be ten (10) per high school per year.
9. Systems Network operators at Truman High School, Kennedy High School and the Career Center will receive a 5 percent (5%) stipend of MA step 11. At Kennedy High School or Truman High School one release hour may be given in lieu of a stipend.
10. **Study Groups:**
 - a. The Taylor School District and the Taylor Federation of Teachers mutually agree that individuals scheduled to run study group sessions for tutoring of 9th grade student

athletes will be paid 75% of the hourly rate for tutoring conducted outside the normal school day for forty (40) minutes. Athletes attending the study sessions will be in their current season of eligibility.

- b. The study groups may extend to 10th, 11th, and 12th grade students who become academically at-risk during this sport season.
11. Any teacher who must spend any additional day(s) at work for the School District shall be paid at the rate of 1/200 of his/her salary level per day.
12. Any teacher who is employed by the Board for programs which occur during the summer shall be paid at a rate of 1/2000 of his/her salary level per hour, with a minimum of \$10.00 per hour.
13. **Career Center Robotics:** Teachers selected to participate in the program will put in a minimum of one hundred hours (100) excluding competitions in order to receive 6% of the BA base as a stipend. The stipend will be contingent on funds that are made available to support the program.

L. **Summer School:**

1. Effective October 20, 1995, the Taylor Board of Education shall decide if there will be a Summer School Program. In the event that a determination is made to provide a Summer School Program, the Administration will provide the necessary organizational structures to meet the needs of a sound Summer School Program.
2. If the Summer School Program is based on a focus that is new, two (2) voluntary orientation meetings without compensation will be scheduled for interested teachers. After attending one of the orientation meetings, a teacher may apply to teach Summer School. *Positions will be awarded based on seniority, certification, and North Central Requirements, if applicable.* Selected teachers will be provided appropriate training in the new focus area.
3. If a teacher participates in the training and has a Summer School position available to him or her but chooses not to teach it, any compensation received by that teacher during the training period will be returned to the funding source.
4. Summer school shall not be considered as an additional pay position for the purpose of Article XVI, Section O.
5. This language shall supersede all other Summer School language contained in the contract.

M. **Mentors:**

The parties recognize the professional commitment of qualified tenured teachers to serve as mentors. Commencing with the 2000/2001 school year, tenured teachers may apply to be a mentor to probationary teachers. Tenured teachers that serve as mentors for non tenured teachers will receive a stipend of \$ 375.00 for a first year teacher, \$ 250.00 for a second year teacher and \$ 125.00 for a third year teacher. A teacher may have no more than two (2) mentees at a time.

1. Mentors will be selected by the principal, Staff Development Department, a representative from the building team (or site based team) and assistant superintendent using the following criteria:
 - a. Grade level of mentee.
 - b. Content area of expertise.
 - c. Curriculum knowledge.
 - d. Involvement in curriculum workshops...do they keep up with "best practices."
 - e. Building assignment.
 - f. Years of experience.
2. Mentors must commit to three (3) years.
3. Mentors must document a minimum of fifteen (15) contact hours with a first year teacher, ten (10) contact hours with a second year teacher, and five (5) contact hours with a third year teacher. Contact hours are to be evenly distributed throughout the school year. Tenured teachers may apply to be a mentor to probationary teachers assigned to the same building

- site. Teachers may serve as a mentor for a probationary teacher at a different site only if the site is in close proximity (i.e., Johnson and Moody).
4. If no qualified teachers are available at the site, the District will be allowed to obtain the services of independent consultants to serve as mentors.
- N. **Extracurricular Language:**
 Extracurricular positions at a site such as: elementary service squad, student council, class advisors, school publications, etc., will be awarded based on the following criteria:
1. The building principal or central administration will develop and write the job description and responsibilities for all such positions.
 2. The principal will review all applications and will determine who is most qualified for the posted positions.
 3. In the event, that in the principal's judgment, two (2) or more persons are equally qualified, the most senior qualified applicant shall be awarded the position.
 4. If there are no applicants at the site, inverse seniority of teachers at the site shall be used to fill said position for one year. A person may not be forced two (2) consecutive years.
 5. Postings will be considered vacated upon written letter of resignation by the teacher or when the teacher moves to another site.
 6. Positions vacated during the school year shall be filled by the principal for the remainder of the year and then posted at the site in the spring.
 7. All newly created positions shall be posted at the site. Positions vacated **AFTER** August 15 shall be filled by the principal for the remainder of the year with a teacher willing to fill the vacated position. This position shall be posted next June.
- O. **Number of Extracurricular Positions:**
1. Members of the bargaining unit who teach or taught full-time in the P-12 program may not hold more than two (2) positions for which they receive additional compensation. Examples: Driver Education teacher, teaching a Community Education course (night school), safety squad sponsor, etc. If additional pay positions remain vacant, the Superintendent and the Union shall assign these positions to members on a temporary basis.
 2. P-12 teachers in the bargaining unit shall have preference for summer school and other special teaching opportunities. Any new or vacant post (teaching and non teaching) in extracurricular and driver education shall be posted.
 3. Each July 1st all extracurricular positions in excess as limited by this Agreement shall be vacated for posting.
 4. All P-12 teachers who sever their employment with the District shall also vacate all extracurricular positions.
 5. A person who receives a third non teaching position shall be allowed to complete his or her relinquished assignment if he or she has started the position.
- P. **Driver Training Instructors** shall receive \$20.65 per hour for the 97/98 school year. Effective 1998-1999 and thereafter this pay scale will be adjusted by the same percentage increase applied to P-12 pay scale.
- Q. Approved school mileage compensations shall be adjusted each January per I.R.S. allowable rate. No mileage reimbursement will be given for the 2012-2013, 2013-2014, 2014-2015 school years except for the Homebound Teacher, Occupational Therapists, Physical Therapists, Social Workers, School Psychologists, Preschool Teacher, School Nurses, and Speech Pathologists.
- R. **Half Time Positions:**
 Any contracted, certified teacher working half-time in the system shall be entitled to one half of all fringe benefits including leaves with the following qualifications: Such teacher to assume all non-

teaching responsibilities as set forth in the contract, i.e., staff meetings, recess duty as scheduled, etc.

1. Teachers teaching less than half-time are not entitled to any fringe benefits unless otherwise specified.

S. It shall be the **obligation of the teacher to see that certificates, transcripts of credit, and statements of experience** are on file in the office of the Board of Education during the tenure of the teacher. All credits must be on file in order to preference, bid or bump position.

T. Effective July 1, 1996, the **school nurses'** work year will be fifteen (15) days more than the teachers' calendar without additional compensation. Nurses will work fifteen (15) days prior to the beginning of the school year. Daily work schedules may be altered with a ten (10) day prior notice. The nurses' work day will be equivalent to the teachers' work day.

U. **Hourly Compensation for Work Outside School Day and/or School Year**

1. Programs and/or Activities

a. Classification and/or Activity

1. Driver Education Instructor

2. General Education Summer School Programs

3. Teacher(s) who attend any of the following School Improvement Meetings/In-Service activities held after school, Saturday, or summer

a. In-Service on Board of Education adopted basic curriculum

b. Scheduled activities contained within an approved building plan

c. Scheduled P-12-A Curriculum Team meetings

d. Scheduled Building Leadership Team (B.L.T./S.S.C.) Meetings

e. MEAP In-Service/Planning

b. School Improvement meetings shall be scheduled for a minimum of one hour and thirty minutes. Compensation for said meeting shall not be less than one and one-half (1 ½) times the designated rate.

c. Teachers employed by the Board of Education for the above Programs and/or In-Service activities shall be compensated based on the following schedule:

<u>SCHOOL YEAR</u>	<u>RATE</u>
2009-2010	\$23.39
2010-2011	Percentage Increase

2. **31 A/Categorical Funded Summer School**

a. Teachers employed by the District to conduct summer school programs funded through 31 A/Categorical monies shall be compensated in accordance with the following schedule:

1. 2009-2010 - 1/1800 contract rate but not less than \$23.39 per hour or more than \$32.51 per hour.

2. 2010-2011 and thereafter - same percentage increase as applied to P-12 schedule.

3. Teachers instructing under this program shall be responsible for the development, implementation, evaluation and all follow-up of the program.

4. Staff and assignment(s) for this program shall be as determined by the Building.

5. Continuation of this program is subject to the availability of 31 A/Categorical monies.

3. **Academic Classes/Tutoring Conducted Outside of the Normal School Day**

a. Teachers employed by the District to conduct academic classes/tutoring funded through 31 A/Categorical monies shall be compensated in accordance with the following schedule:

1. 2009-2010 - 1/1800 contract rate but not less than \$23.39 per hour or more than \$32.51 per hour.
 2. 2009-2010 and thereafter - same percentage increase as applied to P-12 schedule
 3. Teachers instructing under this program shall be responsible for the development, implementation, evaluation and all follow-up of the program.
 4. Staff and assignment(s) for this program shall be determined by the Building.
 5. Continuation of this program is subject to the availability of 31 A/Categorical monies.
4. **Summer Curriculum/Development/Writing**
- a. Teachers employed by the District for curriculum development and writing which occur during the summer shall be compensated in accordance with the following schedule:
 1. 2009-2010 - 1/1800 contract rate but not less than \$23.39 per hour or more than \$32.51 per hour.
 2. 2010-2011 and thereafter - same percentage increase as applied to P-12 schedule.

V. **Teaching Supply Reimbursement**

Remaining TFT members after those opting to accept the Employee Severance Plan will each be given a classroom teaching supply reimbursement in the 2009-2010 school year of \$300 for materials they have purchased for their classrooms. The same reimbursement of \$300 will be offered in the 2010-2011 school year as well. All receipts must be turned in by May 1, of each school year for reimbursement. The reimbursement payment will be by the end of June of each school year.

W. **In School Suspension Program**

If the high schools become Title One building for the 2009-2010 school year and it is a legal option under Title One rules, the district agrees to reinstitute an in-school suspension program. This program would be staffed with ATA members of the TFT bargaining unit. There would also be middle school in-school suspension rooms under the same guidelines.

**ARTICLE XVII
MEDICAL INSURANCE**

The Board shall offer a Medical Benefit Plan to all full-time employees (1.0 FTE) in compliance with MCL15.561 et. Seq. In addition, the Board shall offer a Medical Benefit Plan to all individuals who work less than 1.0 FTE, but work at least a 0.5 FTE (part time). For individual employees who work part-time, the Board shall pay a pro-rata share of the amount the District actually pays on an annualized basis for full-time employees based on the individual's FTE. By way of example only, if the District pays \$15,000.00 for a full-time employee who elects full-family health care, the District would pay \$7,500.00 for a part-time employee who is assigned to a 0.5 FTE and elects full-family health care. The remaining portion of any premium for both full-time and part-time employees shall be paid by the individual employee.

- A. LIFE INSURANCE CARRIER to be selected by Administration. The Board of Education reserves the right to change insurance carriers and third party administrator for life insurance provided for 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.

Group Life	\$45,000.00
Accidental Death and Dismemberment.....	\$90,000.00

- B. BI-ANNUAL CASH ALTERNATIVE OPTION PLAN: For those employees not needing and/or desiring the District provided medical plan. The following monthly payment will be provided:
 - a. Health \$160.00
 - b. Dental \$15.00
 - c. Vision \$5.00
 Method of Payment - Cash (taxable gross) paid monthly.

ENROLLMENT IN THE CASH OPTION PAYMENT PLAN IS FOR A TWO (2) 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).

- C. **LONG TERM DISABILITY:** 180 days to age 65. All benefits are subject to provisions contained in contract. Waiting period will be six (6) months. The Board of Education reserves the right to bid and change carriers rated by A.M. Best at or above A-10.

It is hereby agreed that the Taylor School District will continue to pay the district portion of health care coverage for members of the Taylor Federation of Teachers, AFT Local 1085 for a period of two (2) years while on Long Term Disability. The following conditions will apply:

1. If denied Long Term Disability, members would not be eligible for health insurance.
2. Members would be eligible for health insurance not cash in lieu of health insurance benefits.
3. The Taylor School District may require that the member apply for Social Security Disability.
4. If the member became eligible for Social Security Disability benefits and became eligible for medical insurance, the Taylor School District insurance would cease as of the effective date of the new coverage.
5. The TFT member will be billed for any amounts due and owing as contributions toward the cost of health insurance. If the member fails to make payments three (3) months in a row, the Taylor School District will terminate their coverage and no grievance could be filed.
6. The member will sign a document at the time of application for Long Term Disability benefits, stating that any contributions toward the cost of health insurance that the member fails to pay would be withheld from future paychecks, severance payouts, etc should the insurance coverage be terminated for nonpayment of such amounts.
7. If insurance is terminated, Taylor Federation of Teachers members would receive a COBRA notification and would be allowed to elect our health insurance under COBRA laws.

- D. The District wishes to offer an EAP at no cost to the employee. It is expected that this new cost to the District will be totally absorbed as a result of the employee seeking this service rather than other avenues.

**ARTICLE XVIII
SITE BASED MANAGEMENT**

- A. A public school employer has the responsibility, authority, and right to manage and direct on behalf of the public, the operations, and activities of public schools under its control. The Board of Education retains the right to develop, organize, staff, and operate multiple school configurations to meet the needs of the students as determined by the Board of Education. The Union and the Board agree to promote the concept of "Site-Based Managed Schools." In order to facilitate the concept of "Site-Based Management" in each of the Taylor Schools, the Union and Board agree to the following:

- B. A **District Site Steering Committee (DSSC)** will be established to act on the vision, direction and time-lines set by the Board for needed changes within the School District. The DSSC will be comprised of three (3) members appointed by the Superintendent of Schools or his/her designee, three (3) members appointed by the Taylor Federation of Teachers, and one (1) Board member appointed by the School Board President. Applications will be generated by individual schools and/or a portion of a school's staff (i.e., a high school department) for review and acceptance by the joint committee, (DSSC).

Included in the application or after the experiment has begun is the right to seek waivers from the Collective Bargaining Agreement and/or School Board Policies on an annual basis so the educational process may be improved. The reasons for waivers will be considered by the joint committee, (DSSC).

- C. A **Site Steering Committee (SSC)** will be elected at each individual school building. The purpose of this committee will be to enact the DSSC proposals by establishing building needs, schedules, and method of implementation. The SSC plans will be submitted to the DSSC for approval when District-wide proposals are being instituted. High schools' SSC will consist of four (4) elected TFT members and four (4) representatives appointed by the Superintendent of Schools or his/her designee. Middle/Junior High schools will consist of three (3) elected TFT members, and three (3) representatives appointed by the Superintendent of Schools or his/her designee. Elementary schools will consist of three (3) elected TFT members and three (3) representatives appointed by the Superintendent of Schools or his/her designee. The administration may also request that some or all of their appointments be elected by contractual TFT members of their site instead of by appointment.

D. **District Site Steering Committee Implementation Process:**

The Taylor School District and the Taylor Federation of Teachers agree that the following procedures shall be utilized for establishing positions under the site steering provisions of the collective bargaining agreement.

Special Positions:

1. The site will determine what waivers will be requested.
2. Waivers may include the elimination of a position.
3. The site may create a position that requires specific qualifications.
4. The site is responsible for writing the job description and qualifications for the position.
5. *The position covered under this agreement will be posted by placing a copy of the job description and qualifications in each building together with notice indicating that applications must be submitted within eight (8) working days of the date of the notice. No other posting provisions of the bargaining agreement shall be applicable.*
6. Special qualifications for a job may exceed certification, North Central, and/or State requirements.
7. *A site proposal can make use of the interview process as a means of verifying the qualified person for a position.*
8. *If the site determines that there is more than one qualified person for the position, the most senior person shall be given the position.*
9. *Any position staffed by the process is not subject to the bump process at the building or District level during the course of the waiver if so requested by the site.*
10. Waivers must be renewed on a yearly basis.

- E. The Site Steering Committee will also review all building initiated proposals and recommendations to improve education at the site. If the proposal receives the majority affirmative vote of the certified staff the building Site Steering Committee will submit the proposal to the DSSC for final approval.

F. **Special Training:**

1. *If teachers in a school operating under a D.S.S.C. approved plan have received significant special training, such as reading recovery program, as a part of the plan, then all openings at that school may be posted with the specific program as a part of the requirement.*
2. *If teachers in a school operating under a D.S.S.C. approved plan have received significant special training, such as for a reading recovery program, as a part of the plan, then they may not be bumped by someone who does not have the same training, unless the person bumping has lost his or her position due to a school closing or is subject to layoff, is qualified, and obtains comparable training in a reasonable time.*

G. **S.S.C. voting Procedure:**

1. Proposals must receive support of 50% + 1 of **those voting**.
2. Voting must take place over a **two (2) day period**. **No absentee ballots**.
3. Voting is to be by **secret** ballot.
4. The voting procedure must adhere to the following guidelines:
 - a. The first vote should be on all of the proposal portions that **do not contain** a TFT contractual waiver.
 - b. **Each** requested waiver must receive a **separate** vote.
 - c. Administrators **do not vote** on any waivers of the TFT contract.

- H. The Board of Education retains the sole and exclusive right to establish, direct, operate and terminate **"pilot" programs** that the Board of Education determines is in the best interest of student achievement in accordance with State Statute.

**ARTICLE XIX
HIGHLY QUALIFIED TEACHERS**

1. By July 1, 2005 each school working with central administration shall identify those teachers in their building who are not "highly qualified" under No Child Left Behind to teach in the current assignment.
2. By September 30, 2005 each teacher who is not already highly qualified will be required to commit to a plan to become highly qualified by June 30, 2006, by utilizing any of the currently available options approved by the State Board of Education.
3. *Teachers wishing to bid on a position on the first posting must provide documentation of becoming highly qualified no less than three (3) weeks prior to the date of the first posting. Personnel will provide a list of jobs to be posted three (3) weeks prior to the date of the first posting.*
4. Any teacher, who fails to provide documentation two (2) weeks prior to the date for schedule selection, will become ineligible to select a schedule for the 2006-2007 school year.
5. Any teacher, who fails to provide the necessary documentation by the schedule selection date, will become ineligible to teach on and after June 30, 2006 until such status is achieved.
6. *Teachers providing documentation after the schedule selection date, but prior to June 30, 2006, will fill any vacancy for which they are highly qualified. In the event there are no vacant positions for which the teacher is highly qualified, the teacher shall bump the least senior teacher in a position for which the more senior teacher is highly qualified. Said teacher will be considered unassigned as for in the collective bargaining agreement.*
7. The Building Administrator/Union Building Representative shall periodically monitor the progress of each teacher, and by June 1st of each school year, advise the Human Resources Department and the Union president of all such progress.

8. *A teacher may bid into any posted, vacant position for which such teacher is highly qualified. After June 30, 2006 no teacher can involuntarily bump any other teacher out of an occupied position in order to become highly qualified unless he/she is scheduled to be laid-off.*
9. High qualified status as mandated by N.C.L.B. will be considered a qualification” under the collective bargaining agreement, for all purposes where “qualification” is a factor.
10. The District will create a joint committee (i.e., portfolio review team) to review portfolios and follow the high objective uniform state standard of evaluation (HOUSSE). It is the District’s responsibility to determine the appropriate composition of the committee, which will consist of seven (7) members, three (3) of which will be chosen from and by the board from the TFT. This committee must determine the teacher’s subject matter content competency. The Highly Qualified Teacher Portfolio Resource Guide prepared by Wayne County Regional Educational Service Agency will be used.
11. *The district cannot assign a “highly qualified” staff member to a position that makes him/her not highly qualified.*

**ARTICLE XX
SUBSTITUTE TEACHERS**

A. Substitute teachers shall be classified as: Daily Subs

1. Daily rate of pay:
the following plus the same percent adjustment as the P-12 salary schedule.

2009-2010

1 - 10 days	\$ 83.00	
11 - 60 days	\$ 88.86	Continuous assignment.
61 or more days	\$ 116.40	Building and I.E.P.C. substitutes.
61 or more days	\$ 196.08	Same assignment -BA base salary rate. (Includes IEPC and CEF subs)
61 or more days	\$ 192.00	Permanent substitute for a vacant assignment of less than one Semester – BA base salary rate

For the 2010-2011 school year, the hourly rate will be adjusted by the same percentage adjustment applied to the P-12 salary schedule.

2. Substitutes working an extended assignment of 61 days or more shall be entitled to working conditions typical to P-12 members.

B. Performance Review

1. All substitutes are entitled to due process whenever their performance is being reviewed. No substitute teacher shall be disciplined, including reprimand, or placed on suspension with or without pay without cause. The District and the Union agree to the following ten,(10) work day due process procedure for substitute teachers found to perform unsatisfactorily.
 - a. The substitute teacher may provide a written response to the building principal relative to charges of unsatisfactory performance within five (5) days of receipt of such charges.
 - b. A substitute teacher who receives such notice as indicated in letter a and provides a written response to such charges must request a hearing with the building principal within ten (10) work days of the notice of unsatisfactory performance.
 - c. Substitute teachers who fail to comply with letters a and b of this due process procedure within the established time frame shall waive or otherwise forfeit any and all rights to grievance the action of the District to determine that they are ineligible to substitute teach at said building.
 - d. A substitute teacher who has been determined to be ineligible to substitute teach three (3) times in a school year under this due process procedure shall be removed from the

- substitute list and may request a hearing with the Assistant Superintendent of Labor Relations and Negotiations within ten (10) days of said removal.
- e. The Assistant Superintendent shall after said hearing provide a written determination within ten (10) days of said hearing.
 - f. A substitute teacher who does not agree with the Assistant Superintendent's determination may make an appeal through the grievance procedure in accordance with the parties labor agreement.
2. Retention of Substitute:
Substitute teachers for 150 days or more will be retained if a building principal sends a letter dated May 1st or later of each school year. This letter must spell out that the individual substitute has displayed outstanding teaching attributes. Furthermore, the principal must indicate he or she would hire that individual for the following school year or recommend for any school in Taylor should an appropriate opening occur.
 3. Unless specified in this section of the contract, no other provisions except the Grievance Procedure shall apply to substitute teachers.

ARTICLE XXI JROTC INSTRUCTORS

- A. **JROTC** Instructors will be granted individual contracts renewable annually based on performance and the continuation of the program. If a JROTC Instructor is decertified by the Department of the Army, his/her employment by the School District shall be terminated.
- B. Salary Schedule: JROTC Instructor shall be paid in accordance with the schedule determined by the Department of Defense. JROTC Instructors will be paid bi-weekly.
 1. JROTC Instructors will be paid a general education summer school program rate of pay for (6) hours a day for six (6) weeks for summer work.
 2. Wage rates are for summers in the school years 1999/2000, 2000/2001, 2001/2002, and 2002/2003.
- C. The Junior ROTC Instructor shall receive the following fringe benefits only:
 1. The benefits as described in Article XVII, Section A through D of the current Agreement.
 2. The Junior ROTC Instructor shall receive thirteen (13) sick days annually of which five (5) may be used for Personal Business in accordance with the terms of his/her contract.
 3. Junior ROTC Instructors shall enjoy the benefit level regarding Bereavement leaves as other TFT members.
 4. Other benefits of the TFT contract not contained with this Article shall not be enjoyed by Junior ROTC Instructors.
- D. The Junior ROTC Instructor and the Board of Education shall mutually agree upon a vacation schedule for the said instructor which shall not exceed four (4) weeks of vacation during the summer recess period.
- E. The Junior ROTC Instructor shall conform to the school calendar as established for teachers in the Taylor School District and shall also maintain his/her program during regularly scheduled working hours during the summer recess period.
- F. The Junior ROTC Instructor shall be permitted to have access to the contractual grievance procedure so long as the contractual grievance procedure is in compliance with the rules and regulations established by the Department of the Army.

- G. JROTC Instructors and assistants shall assume those duties assigned by the principal which are not in conflict with site accreditation requirements and North Central regulations in addition to the particular responsibilities related to their sphere of instruction (military materials-uniforms-etc.).
- H. The Senior Army Instructor or his/her designee shall manage and administer the Taylor JROTC program and evaluate all JROTC personnel according to the criteria formulated in Army regulations and directives as set forth by the Department of the Army, US Army Cadet Command, Fort Monroe, Virginia and Headquarters Second ROTC Region, Fort Knox, Kentucky. It is recognized, however, that the JROTC program is part of the total teaching program within the schools and that the school administrator shall have responsibility for the supervision and evaluation of the JROTC Senior Army Instructor's and Army Instructor's performance as it relates to his/her effectiveness in the local school setting. It is desirable that the school administrator and the Senior Army Instruction consult generally on School District or Army evaluations of all JROTC instructors. Copies of evaluations shall be made available to JROTC instructors. Requirements and standards mutually acceptable to the Army and the Taylor Schools must be maintained.
- I. JROTC class size shall conform to general education class size as specified in the contract unless the Union and the Administration mutually agree to make alterations.

**ARTICLE XXII
PAST PRACTICES**

- A. There are no understandings or agreements or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both the Employer and the Union as either an amendment to this Agreement or a letter of understanding signed by both parties.
- B. Any provision in the contract which conflicts with the explicit language of this Agreement, shall be deemed null and void to the extent that its application conflicts with the implementation of this language.

APPENDIX 1

RE: January 24, 2013 to succeed previous Collective Bargaining Agreement

Memorandum of Agreement
Between
The Taylor Public School Board of Education
And
The Taylor Federation of Teachers, AFT Local 1085, AFT Michigan, AFL-CIO

This memorandum reflects the agreement of the parties with respect to a collective bargaining agreement to succeed the agreement which expired on August 16, 2011.

A. Wages

1. The parties have computed and approved salary schedule to be used for each of the school years identified in the attached documents.
2. The schedules that are attached shall apply to the school years identified on the document.

B. Transition and Effective Date

1. These adjustments in wage and scale compensation described in attachment 2 shall become effective at the commencement of the first full pay period in February, 2013 and remain in effect through June 30, 2015.
2. Every member of the bargaining unit shall be moved one step above their current step for the 2013-2014 school year.
3. For the school year 2015-2016, TFT members will return to the current 30 year pay scale and will remain on the step they were at the beginning of the 2013-2014 school year. See attachment 3.
4. For school year 2016-2017 school year, the TFT pay scale will be collapsed to 15 years. If the TSD remains in a DEP for the 2016-2017 school year, the pay scale will stay at the 2015-2016 school year and teachers will receive a 1 step increase and the collapse will occur immediately after the conclusion of the DEP. See attachment 4.

The employer may request to negotiate wages in the event that it completes the 2015-2016 year in a deficit condition. For the purposes of this section, the Employer has a deficit if total revenues to the General Fund are less than the total of good faith expenditures from the General Fund the total of any available surplus. To be timely, a request must be made not later than August 1, 2016.

The Union may assert that all or any part of the Employer's expenditures were not in good faith and that the deficit was unnecessary. In that event, the Union, only, may submit the dispute to final and binding arbitration. The Arbitrator shall be Mark Glazer or some other person who is mutually agreed upon. The arbitration hearing shall be conducted within 21 days of the Union's request for hearing. The Labor Arbitration Rules of the American Arbitration Association shall govern the process other than the selection and appointment of the arbitrator. The arbitrator shall determine the course of the proceedings and decide on the admissibility of evidence. The decision of the arbitrator shall be issued as soon as practicable following the hearing. The Arbitrator shall decide (a) a good faith deficit exists or (b) a good faith deficit does not exist. If a good faith deficit is found to exist, the parties shall begin negotiations with regard to employee compensation to be paid during the 2016-2017 school year. If a good faith deficit is not found to exist then the terms of the collective bargaining agreement shall apply as written.

If required, bargaining shall commence as soon as practicable following the arbitrator's decision. Either party reserves the right to employ resolution devices provided by the Public Employment Relations Act, MCL 423.201 et seq.

5. Lane changes will remain in effect for the duration of the Agreement under conditions provided in the current agreement.
 - a. All credit hours on file with the Board of Education by February 15, 2013 will be added to the member's pay scale.
 - b. Credit hours turned in to the Board of Education after February 15, 2013 will be paid beginning with the 2015-2016 school year.
6. Any TFT member who notifies the TSD of their intent to retire effective no later than September 30, 2013 will not be subject to any reductions in wages for the 2012-2013 & 2013-2014 school year. Those severing employment after July 1, 2013 but before September, 2013 will not receive a step increase for the 2013-2014 school year. Notification must be given to the TSD by March 1, 2013. A teacher who notifies 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 the 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.
- C. This agreement shall become effective according to its terms upon ratification by the last party.
- D. Pending Litigation
The Union shall dismiss, with prejudice, its charge filed with the Michigan Employment Relations Commission pending as case C 11 H-157 when:
 1. This agreement is ratified by each of the parties.
- E. Terms and conditions in the collective bargaining agreement which expired on August 16, 2011 which are not changed by this memorandum remain in effect as written to the extent permitted by law.
- F. No member of the bargaining unit shall be disadvantaged or deprived of any right as a consequence of the absence of a collective bargaining agreement from August 16, 2011 to the effective date of this agreement as permitted by law.
- G. Final Document
 1. This agreement shall become effective according to its terms. The parties shall as soon as practicable agree on the text of a printed version of the final document which shall be presented for signature and distribution. The Taylor School District and the Taylor Federation of Teachers shall equally share the cost of the reproduction of the collective bargaining agreement.
 2. The parties recognize the value of a revision and editing of the collective bargaining agreement for the purpose of making it concise and eliminating obsolete provisions. The Union shall be responsible for creating a revised document which shall be presented to the Board of Education as soon as practicable. Neither party shall be obligated to approve this document.
- H. Duration
This agreement shall become effective immediately upon ratification by the last party ratifying and shall remain in effect until October 1, 2017.
- I. Union Security
The Taylor Board of Education and the Taylor Federation of Teachers agree to the union security clause and annual payroll withholding authorization. The union security clause will be ratified separately from the collective bargaining agreement by the Board of Education and the Taylor Federation of Teachers.
- J. Professional Learning Communities
After school Professional Learning Communities will begin immediately after station time.

APPENDIX 2

RE: Board Policy with Regard to Teacher Evaluations

Timing, Length, and Peer Inclusion

For the duration of this Agreement (October 1, 2017) and to the extent allowed by law, the following will be referred to the Board Committee. The TSD agrees that teacher involvement in the evaluation process is important to the development of the educator. The TSD further agrees that evaluations shall be used as a tool to help teachers improve and be effective.

Taylor School District Plan for Teacher Evaluation Timeline and Procedures 2012-2013 Formal Observation for Teacher:

1. Unscheduled half day (maximum of two (2) hours at the elementary level).
2. Attendance Rubric:
Excluding FMLA, chronic and excused absences, absences in excess of 15 may affect a teacher's evaluation.
3. The building principal shall meet to schedule the day and time of one formal observation. An additional formal observation may be unscheduled.
4. The length of each formal evaluation shall not exceed seventy (70) minutes at the secondary level.
5. The teacher shall be notified in writing of their rating within one (1) week of each formal observation, or at any time they become rated as ineffective or minimally effective.
6. If a teacher is rated as ineffective or minimally effective another observation shall be scheduled prior to the end of the school year. The higher rating shall be used to determine effectiveness.
7. The TFT shall be notified of any teacher who has been rated as ineffective or minimally effective within two (2) weeks of the first formal observations. The TFT may request that the teacher rated as ineffective or minimally effective be evaluated by an alternate administrator of the TFT's choosing and/or a peer evaluator of the TFT's choosing.
8. Each teacher shall receive the rubric and evaluation tool that will be used no later than the first day of school each school year.
9. The TFT will receive a listing of the person responsible for conducting the evaluation of each member no later than September 30th of each school year.

If the foregoing language is determined by a tribunal of competent jurisdiction to be contrary to law, the parties agree to meet and confer with respect to additional Board procedures. This shall not establish a precedent at expiration of this agreement.

APPENDIX 3

RE: Ancillary staff positions being filled by contract employees

Memorandum of Understanding

The Taylor School District and the Taylor Federation of Teachers agree to the following with regard to ancillary staff positions being filled by contract employees through an agency:

1. In order to stay in compliance with federal and state laws, the Taylor School District will be able to fill vacant ancillary staff positions by contract employees through an agency, when the posting process does not produce qualified candidates.
2. The district will post for the vacant ancillary positions as they become vacant and will continue to post for vacant ancillary positions until such time they are filled by regular Taylor School District employees (TFT members) or the position is no longer needed.
3. The district will consult with Taylor Federation of Teachers prior to the contracting of an ancillary staff position with an agency.
4. Upon securing a qualified candidate for employment for a vacant ancillary position, TSD will notify TFT. TSD will notify the agency to terminate the month to month assignment of the contract employee.
5. Should there be a need to fill a position on a temporary basis due to a leave of absence and/or compliance concerns, TSD will consult with TFT prior to placement of any contract employees.

APPENDIX 4

RE: TVLA

MEMORANDUM OF UNDERSTANDING
between the
TAYLOR SCHOOL DISTRICT
and the
TAYLOR FEDERATION OF TEACHERS

The Taylor School District and the Taylor Federation of Teachers agree that neither party has insisted on bargaining a prohibited or permissive subject of bargaining nor has either party insisted on bargaining a non-mandatory subject and this policy/MOU has been bargained in good faith for the greater benefit of both parties.

The Taylor School District and the Taylor Federation of Teachers agree to the following:

1. The Taylor School District will allow teacher effectiveness ratings of highly effective and effective to be equal for the purposes of job selection. Teachers rated as highly effective or effective will be combined together for the purposes of bidding on vacancies, posting, and preferencing. Seniority shall be the tie breaker.
2. Teachers with highly effective and effective evaluations will choose their positions pursuant to Article XI of the 2010 collective bargaining agreement between the TSD and the TFT, as applicable by law.
3. In exchange for the above The Taylor Federation of Teachers agrees to a waiver for the TVLA online learning program allowing mentors to not be part of the Taylor Federation of Teachers.
4. Should the laws regarding teacher placement change and affect the above language or if pending litigation changes the existing laws about teacher placement, the Taylor School District and the Taylor Federation of Teachers will come back to the table to discuss how the new changes in the law affects this MOU. In order to not disturb the TVLA on line program, the waiver for the mentors would last through the end of the school year, in which the new law was voted into place, provided the new law contains a savings clause to allow such action.
5. This MOU will remain in effect until June 30, 2017, at which time this MOU becomes unenforceable, unless amended or modified by the Parties in writing.

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*represents union security pages

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***represents union security pages**

Taylor School District
23033 Northline Road
Taylor, Michigan 48180
(734) 374-1200 Fax: (734) 374-1291

Board of Education

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Taylor Federation of Teachers, Local 1085

22770 Northline Road
Taylor, Michigan 48180
(734) 287-3340 Fax: (734) 287-6186

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Diane Allen, Superintendent

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Taylor Federation of Teachers, Local 1085

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Taylor Board of Education

Negotiating Team

Robert Huber-Attorney/Chief Negotiator

Patricia A. DeLaTorre-Executive Director for HR/LR

Diane Allen-Member

Teresa Winnie- Member

Shawn Sterling-Member

Taylor Federation of Teachers

Negotiating Team

Beddingfield, Chief Negotiator

Linda Moore – Member

Terrence Devlin - Member

Rob Stewart – Member

Phillip Somerville-Member

Deborah O'Connor – Member

Printed by members of SEIU Local 26M

Master Agreement between TFT and TSD February 7, 2013 – October 1, 2017

Signature Page

**BOARD OF EDUCATION
TAYLOR SCHOOL DISTRICT**

**TAYLOR FEDERATION OF TEACHER
LOCAL 1085**

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President, Board of Education
(at time of ratification)

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(at time of printing)

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Date

Date

UNION SECURITY AGREEMENT

BETWEEN

Taylor Board of Education

of the

Taylor School District

and

The Taylor Federation of Teachers

Local 1085

Affiliated with

The American Federation of Teachers

AFT Michigan

AFL-CIO

February 7, 2013 – July 1, 2023

Union Security

The Taylor School District and the Taylor Federation of Teachers 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 Taylor Federation of Teachers 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 TFT 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.

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. The form for deduction is attached as **exhibit two**. Dues or service fees will be deducted beginning with the second full paycheck of the school year and continue through 20 consecutive pay periods.

- 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 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.

2. The Union will determine the amount of the service fee in accordance with prevailing law. Presently, the law permits the Union to allocate its expenses as chargeable or 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 or termination of the process for resolution of an Objection.
- 7. The Union will provide the Employer 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 conditions. 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 II - SECTION B of the parties' collective bargaining agreement dated August 16, 2007 while this agreement remains in effect. ARTICLE II SECTION B shall become immediately effective if enforcement of this agreement is either temporarily or permanently precluded.

**SAMPLE OF LETTER
TO ACCOMPANY NOTICE TO BARGAINING UNIT MEMBERS**

Dear

As you know, our collective bargaining agreement requires that all members of the bargaining unit either join the union and pay dues or pay an agency or representation fee. The latter covers expenses related to or that impact collective bargaining, contract administration and enforcement. Agency fee payers do not have a vote or any say on how the union operates, contract ratification or on any other union activity. Agency fee payers are not eligible for occupational liability insurance offered only to members of the American Federation of Teachers.

Enclosed for your information is a Notice to Bargaining Unit Members, which explains agency fee. This is provided for your information and does not require any action on your part.

In solidarity,

President

Enclosure

EXHIBIT ONE: NOTICE TO NEW HIRE

Welcome to our _____!

We invite you to join the Taylor Federation of Teachers, AFT Local 1085. As a Federation member, you will have the opportunity to work with your colleagues on questions important to employees of the Taylor School District. You will receive local union notices as well as newsletters of the American Federation of Teachers. You will have a vote on all Union issues, including our contract. Being a Union member is a significant right. However, you are not required to join the Union.

The law requires us to notify you that:

1. You have the right to become a member of the organization or refrain from becoming a member of the Union without fear of reprisal by either the Union or the Taylor School District.
2. An employee represented by the Union who chooses not to become a member of the union or who after joining the union decides to resign is subject to the Union Security Clause of the collective bargaining agreement between the Union and the Taylor School District. The Clause requires an employee who does not join the union to pay an agency fee, also called an agency or representation fee.
3. The agency fee is limited to that portion of union dues the Union expends on matters related to or that impact collective bargaining, contract administration and enforcement.
4. A non-member must arrange for either payroll deduction (unless the collective bargaining agreement permits payroll deduction without the non-member's consent), direct payment of the agency fee or auto deduction of the fee from a bank account or credit card or advance, direct, payment of the fee.
5. The refusal of the teacher to contribute fairly to the costs of negotiation and administration of this and subsequent agreements as herein required is recognized by the parties as reasonable and just cause for termination of employment.
6. A non-member may object to the amount of the agency fee. To object, the non-member must present a written objection to the union's treasurer or other designated person. The objection must be presented (stated here shall be the duration of the period the local union has designated AFT Michigan suggests you use 28 days). The failure to present an objection waives the right to do so. An objector will be given a full explanation of the basis for the agency fee.

What Are Chargeable Expenses?

1. Expenses related to or that impact collective bargaining, contract administration and enforcement.
2. Expenses related to the administration and enforcement of agreements, practices and working conditions, including grievance handling and arbitration. Also included are expenses related to communications with employees in the bargaining unit or with employer representatives regarding wages, hours or working conditions;
3. Expenses related to normal union internal governance and management expenses;
4. Expenses related to social activities (if non members may attend) and union business meetings;
5. Expenses related to union publications (to the extent coverage is related to chargeable activities);
6. Expenses related to litigation before the courts and administrative agencies related to contract administration, collective bargaining rights and internal governance;
7. Expenses related to legislative, executive branch and administrative agency representation on legislative and regulatory matters related to contract ratification or the implementation of contracts;
8. Expenses related to the education of and training of members, officers, and staff intended to prepare the participants to better perform chargeable activities;
9. A proportional share of all overhead and administrative expenses.

What Are Non-Chargeable Expenses?

1. Expenses related to community service activities of the Union;
2. Expenses related to legislative activity not involving contract ratification or the implementation of contracts;
3. The non-chargeable portion of AFT and AFT Michigan per capita (AFT and AFT Michigan send an annual notice to locals of what percentage is non-chargeable);
4. Expenses related to the cost of affiliating with organizations other than the AFT and AFT Michigan;

5. Expenses related to the direct support of political candidates, PAC expenditures and contributions to ballot questions.

Your Right to Object

1. A fee payer who disagrees with the Union's characterization of chargeable and non-chargeable expenditures or calculation of the expenditures in any category may challenge the Union's determination by submitting a written challenge to the Treasurer or other local designee of the Union during the defined window period. This right to challenge the fee determination must be filed not later than 28 days following your receipt of this notice of the amount of the fee.
2. A timely filed challenge to the union's determination of chargeable and non-chargeable expenses will be resolved by an impartial determination process culminating in arbitration. All challenges will be consolidated to the extent practicable and be heard as soon as possible. The presentation to the arbitrator will be either in writing or at a hearing if requested by any objector(s). If a hearing is held any objector who does not wish to attend may submit his or her views in writing by the date of the hearing. If a hearing is not held, the arbitrator will set a date by which all written submissions will be received and will decide the case based on the records submitted. The Union will bear the burden of justifying its calculations.
3. Our local Union has adopted the Rules for Impartial Determination of Union Fees promulgated by the American Arbitration Association. Those rules may be found at <http://www.adr.org/>. A copy may also be obtained by contacting the American Arbitration Association at 888-774-6904.
4. Any cost for arbitrator's services and the cost of any proceedings before the arbitrator will be borne by the Union. Individually incurred costs will be borne by the party incurring them.
5. While the objection is pending, the Union's Treasurer will hold, in an escrow account, that portion of the fees that are reasonably in dispute. In the event that the arbitrator determines that the objector is entitled to a greater reduction in fees than calculated by the Union, an additional check will be issued at the close of the objection procedure for the balance of the reduction in fees, as determined by the arbitrator.

EXHIBIT TWO: SAMPLE PAYROLL WITHHOLDING AUTHORIZATION

TO: (name of employer)

This will authorize you to withhold from my compensation union dues or agency fees in the amount determined by the Taylor Federation of Teachers, AFT Local 1085. This authorization will continue during my employment with the Taylor School District unless revoked in the manner permitted by law and is irrespective of my membership status with the Union. I direct you to periodically pay the amount withheld to the Taylor Federation of Teachers, AFT Local 1085.

Signed _____ Date: _____

Social Security Number: _____ - _____ - _____

Union dues are not deductible as charitable contributions for either federal or state income tax purposes.

MEMBERSHIP STATUS

TO: The Taylor Federation of Teachers, AFT Local 1085

I have elected to become:

_____ A Union member with all the benefits of membership

_____ A fee payer with no benefits of membership

TA:

TSD: _____ DATE: _____

TFT: _____ DATE: _____

TFT: _____ DATE: _____

Union Security Agreement between TFT and TSD February 7, 2013 - July 1, 2023

Signature Page

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Shawn M Stirling
Chief Financial Officer

Deborah O'Connor, Member

Date

Date