

AGREEMENT
BETWEEN THE
TAWAS AREA BOARD OF EDUCATION
AND THE
TAWAS AREA FEDERATION OF TEACHERS
LOCAL 3625 AFT MFT AFL CIO

2002 - 2006

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

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AGREEMENT

PREAMBLE

This Agreement is made and entered into this 1st day of July, 2002 by and between the Board of Education of the Tawas Area School District, Tawas City, Michigan, hereinafter referred to as the "Board", and the Tawas Area Federation of Teachers, hereinafter referred to as the "Federation".

WITNESSETH

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

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

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

ARTICLE I - RECOGNITION

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

ARTICLE 11 - BOARD RIGHTS AND RESPONSIBILITIES

- 2.1 The Federation recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operation and activities of the school district, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement, and hereof, are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- 2.2 The Board agrees to make available to the Federation all information to which it is legally entitled.
- 2.3 The Federation agrees to apply the provisions of this Agreement equitably and without discrimination toward race, creed, religion, color, national origin, political belief, sex, age, or marital status.

ARTICLE 111 - FEDERATION RIGHTS AND RESPONSIBILITIES

- 3.1 The Federation shall have the right to use school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. Federation use of school facilities and equipment will be permitted provided that:
 - A. Request is made and use arranged for in advance;
 - B. The Federation shall reimburse the Board for all expendable materials and supplies incident to such use.
- 3.2 The Federation shall have the right to post notices of its activities and matters of Federation concern on bulletin boards.
- 3.3 The Federation shall have the right to use inter-school mail services and teacher mail boxes for communication to its members.
- 3.4 The Federation shall, upon request, be granted the privilege of conducting a Federation meeting once a month to begin as soon as the students have left. Those teachers choosing not to attend the meeting must complete their work day on school-related activities. If the Federation meeting conflicts with another school-related activity, the Federation will reschedule its meeting at the request of the Administration.
- 3.5 The Federation shall be allotted the minimum of one (1) hour for Federation business at each of the in-service or principal days.
- 3.6 If the Federation President, or his designee, can obtain a certified substitute at no cost to the Board to cover his classes, he may be released to take care of Federation business once a month including those months when in-service and/or principal days are held.
- 3.7 The Federation shall have the same rights and privileges of placing items on the Board agenda

as other groups so long as those items are made known to the Superintendent's office in time to be placed on said agenda.

ARTICLE IV - FEDERATION DUES/FEEES & PAYROLL DEDUCTIONS

- 4.1 The Board agrees that it will provide payroll deduction for the purpose of payment of Federation dues and/or Service Fees of the members of the bargaining unit.
- 4.2 The Federation shall present the Board with a certified check-off list along with the proper authorization for check-off and shall be fully responsible for the validity and correctness of the list, and agrees to reimburse the Board for any deduction made and paid over to the Federation which may later be held to have not been authorized by the individual involved or which may constitute any illegal deduction. Authorizations presented to the Board shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year. The deduction of membership dues or service fees shall be made from twenty (20) pay checks beginning with the second pay and ending twenty (20) pays later. Each of the deductions will be equal and the Board agrees to remit monthly to the Federation all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. The Board further agrees to inform the Federation, in writing, of any teacher entering or leaving the bargaining unit.
- 4.3 Any teacher who is not a member of the Federation in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties shall, as a condition of employment, pay a service fee to the Federation in an amount equivalent to the dues of the Tawas Area Federation of Teachers, Local 3625, AFT, MFT, AFL-CIO, provided, however, that the teacher may authorize payroll deduction as provided in this Agreement.
- 4.4 In the event that a teacher shall not pay such service fee or dues directly to the Federation or authorize payment through payroll deduction, the Board shall, at the request of the Federation, terminate the employment of such teacher. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is grounds for discharge from employment.
- 4.5 The Federation shall indemnify the Board and save the employer harmless against any and all claims, demands, suits, judgments, damages or other forms of liability or expense that may arise out of action taken by the Employer for the purpose of complying with the above sections.
- 4.6 The Board shall make payroll deductions upon written authorizations from teachers for annuities, charitable donations, credit unions or other plans or programs approved by the Board.

ARTICLE V - TEACHING CONDITIONS

- 5.1 The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires and similar materials are the tools of the teaching profession. The parties shall

confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes promptly to implement the joint decisions thereon made by its representatives and the Federation.

- 5.2 Teachers shall not be required to work under unsafe conditions.
- 5.3 Telephone facilities shall be made available to teachers for their reasonable use.
- 5.4 Notwithstanding their employment, teachers shall be entitled to full rights of citizenship and no religious or political activity of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, except when the same shall interfere with effective teaching.
- 5.5 The Board shall make available in each school adequate lunch room, restroom and lavatory facilities exclusively for teachers use, and at least one room appropriately furnished which shall be reserved for use as a faculty lounge.
- 5.6 In placement of aides, staff members will be given an opportunity to express their preference.

ARTICLE VI - TEACHING HOURS AND CLASS LOAD

- 6.1 Teachers shall not work more than a continuous seven and one-half hour (7 1/2) school day inclusive of a minimum of a thirty (30) minute duty-free lunch period. The Board of Education shall retain the discretionary authority to order and implement an increase or decrease in the number of instructional periods per day to which teachers may be assigned, provided that the maximum number of instructional periods per day shall be seven (7), and further provided that implementation of a seven-period day shall not require that the daily duty time of individual teachers exceed the contractual maximum of seven (7) hours, as set forth above.
- 6.2 Teachers in the secondary schools shall be provided a preparation period equal to or greater than the time of a regularly scheduled teaching contract class period.
- 6.3 Assignment to a supervised study period shall be considered a teaching period.
- 6.4 Elementary preparation time shall be provided by, but not limited to, the employment of specialists such as art, music and physical education instructors. Elementary preparation time shall be within ten (10) minutes per week of secondary teacher preparation time exclusive of the time before arrival and the time after departure of the students for the school day.
- 6.5 The starting and ending times in each building will be discussed between the Board and the Federation. There shall be no deviation from the established items without prior discussion with the Federation.
- 6.6 Teachers shall be free to leave the building during their preparation period or lunch period with the approval of the building principal.

- 6.7. The teaching staff and the administration in each building shall establish a rotating hall supervision schedule relative to the needs of each building, provided that this does not interrupt the teacher's lunch period or preparation period.
- 6.8. The teacher employed for noon hall and/or outside duty shall receive \$14.50 per hour or \$7.25 per half-hour. This employment is at the discretion of the building administrator.
- 6.9. The Board and the Federation recognize that the pupil-teacher ratio in individual classrooms which exceeds thirty (30) to one (1) detracts from a good educational program, except for special classes. Therefore, the parties agree that the class size should not exceed thirty (30) to one (1).

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

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

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

ARTICLE VII - EVALUATION

- 7.1. The parties recognize the importance and value of developing a procedure for assisting in evaluating the progress and success of staff members. Therefore, to this end, the following procedure has been agreed to in an effort to accomplish these goals.
- 7.2. Evaluations shall be conducted by the teacher's building principal or assistant principal or other full-time administrator assigned by the Superintendent.
- 7.3. All teachers, upon employment and at the beginning of each school year, will be appraised of the specific evaluation procedures and criteria prior to conducting any formal evaluation.
- 7.4. Probationary teachers will be observed for the purpose of evaluations at least three (3) times during the school year. These observations will occur:
 - A. The first observation will be completed by December 1.
 - B. The third or final observation will be completed by March 1.
 - C. All other observations will take place between December 1 and March 1.
- 7.5. Tenure teachers will be observed for the purpose of evaluation at least once every two (2) years.

- 7.6 The total evaluation of a staff member will include classroom observations, district procedures, rules and regulations, staff, student and parental relationships.
- 7.7 All classroom observations of the performance of a teacher will be conducted openly and with full knowledge of the teacher.
- 7.8 All evaluations will be reduced to writing and a copy given to the teacher within ten (10) school days of the evaluation and, at that time, the employee will have the opportunity to discuss the evaluation with the evaluator (form found in Appendix F.).
- 7.9 All evaluations must indicate the evaluator's observation of the teacher's particular strength and those areas needing assistance. Subsequent evaluation reports must note the progress or lack of progress of previously noted deficiencies.
- 7.10 The employee will be offered the opportunity to sign the report. In the event the employee disagrees with the evaluation, he will be permitted to enter written comments to be attached to the evaluation.
- 7.11 The employee may request one (1) additional formal evaluation which shall be scheduled by mutual consent.
- 7.12 Each teacher shall have the right, upon request, to review the contents of his own personnel file since his initial employment in the system. A representative of the Federation may, at the teacher's request, accompany the teacher in this review.
- 7.13 The Board will provide a copy to the teacher of all disciplinary actions taken against said teacher.
- 7.14 Teachers are expected to comply with the reasonable rules, regulations and directions adopted by the board or its representatives which are not inconsistent with provisions of this Agreement.
- 7.15 No teachers shall be disciplined or reprimanded without just cause. All information forming the basis for disciplinary action will be made available to the teacher.
- 7.16 Any teacher who may require disciplinary action may first request the presence of his Federation representative.
- 7.17 The Board agrees to administer a policy of corrective discipline, depending on the circumstances, with respect to its employees. Such policy may proceed from a verbal warning, to a reprimand, and then possibly to a suspension with/without dismissal as the final and last resort.
- 7.18 The Board reserves the right to judge each violation on its own merit.

ARTICLE VIII - DISCIPLINARY SUPPORT AND PROTECTION OF TEACHERS

- 8.1 The Board of Education recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil will require the attention of special counselors, social workers, law enforcement personnel, physician or other professional persons, the Board will take prompt action to assist the teacher with respect to such pupils.
- 8.2 Any case of assault upon a teacher shall be promptly reported to the Board or its designated representatives. The Board shall provide legal counsel to advise the teacher of his rights and obligations with respect to the assault in connection with the handling of the incident by law enforcement and judicial authorities.
- 8.3 A teacher may use such force as is necessary to protect himself from attack or prevent injury to another student.
- 8.4 In assault cases where settlement is unattainable or in cases of suit resulting from disciplinary action, the Board of Education will determine whether the teacher has acted under the conditions which would qualify as "loco parentis" and are proper actions of a teacher performing his duty. If conditions demonstrate proper action on the part of the employee and the employee is subsequently sued, then the Board will pay litigation, pay for the time lost by the teacher, and for personal property of the teacher, if the loss is caused by assault on the teacher.
- 8.5 Should the Board determine that a teacher did not act properly in performing his duty which resulted in an assault, the Board reserves the right to withhold any of the benefits granted under this article, and the Board will provide for a hearing at a specifically called meeting, upon the request of the Federation, to review the facts upon which the decision of the Board was rendered.
- 8.6 Teachers will be expected to exercise responsibility and care with respect to the rights, safety and property of pupils but shall not be individually liable except in the case of gross negligence or neglect of duty for any damage or loss to person or property.
- 8.7 The Board will reimburse teachers in an amount not to exceed a total of \$100.00 in any school year for loss or damage or destruction while on duty in the school of personal property of a kind normally worn or brought into school when the teacher has not been negligent to the extent that such loss is not covered by the school's insurance. The \$100.00 can be used to offset the deductible.
- 8.8 The term "personal property" shall not include cash. The terms "loss", "damage", and "destruction" shall not cover the effects of normal wear and tear and use.
- 8.9 Teachers who bring personal property into the school for classroom use will be reimbursed for damages or loss only if permission is received in writing from the principal to bring such property into the school. The amount of liability accepted by the Board will also be indicated in writing.

ARTICLE IX - NEGOTIATIONS PROCEDURE

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

ARTICLE X - LAYOFF, RECALL, SENIORITY

- 10.1 In the event that a layoff or reduction of staff is necessary, the following orderly dismissal procedure will be followed:

- A. After the curriculum has been established by the Board, probationary teachers will be laid off first. Consideration will be given to the length of their service in the district, providing there are tenure teachers in the district who qualify to do the work.
- B. In the event that tenure teachers are laid off, the Board shall retain staff in the following order:
1. Seniority-qualifications;
 2. Administrative evaluations;
 3. Certification.
- 10.2 Seniority is defined as the length of continuous service within the school district as of the teacher's first day of employment.
- 10.3 A seniority list shall be established and a copy will be given to the Federation each year.
- 10.4 Qualifications shall include: majors, minors, course work preparation, hours taken beyond the B. A. to enhance one's teaching competencies, grade level teaching experiences, subject matter taught and other relevant factors including but not restricted to meeting the qualifications established by the North Central Accrediting Association.
- 10.5 If for any reason the Board anticipates a reduction in staff for the following year, it shall confer with the Federation to discuss the implications of said reduction.
- 10.6 The Board shall notify the Federation when it is known that layoffs and/or reductions will be necessary.
- 10.7 Recall shall be in the same order as described in 10.1, B., above.
- 10.8 A laid-off teacher will be considered laid-off until he is reinstated in the district and eligibility for recall will terminate if a teacher:
- A. Accepts permanent employment elsewhere;
 - B. Fails to notify the Board by April 1 each year of the desire to return to the system;
 - C. Resigns;
 - D. Fails to respond to a certified mailing notifying the employee of the position available within fifteen (15) days.
- 10.9 Notification of recall shall be in writing with a copy to the Federation.
- 10.10 It is the responsibility of the teacher to keep the Board informed of his current address.

- 10.11 No new teachers shall be hired by the Board while there are still teachers laid off in the district unless there are no teachers qualified to teach the vacancy.
- 10.12 Teachers laid off may, subject to the terms of the insurance carrier, continue the insurance payments at the group premium rate by paying the premiums directly to the school.
- 10.13 Teachers laid off and rehired will be entitled to full status as held up to the date of layoff. This will include years of service in the district, accumulated sick leave, appropriate placement on the salary schedule and all provisions and benefits of this Agreement.

ARTICLE XI - ASSIGNMENT

- 11.1 Teachers shall not be assigned, except temporarily and for good use, outside the scope of their teaching certification. Any exceptions to this policy may be the basis for discussion with the Federation.
- 11.2 All teachers will be given notice of their tentative schedules and/or assignment for the next year not later than the last day of the school year. If the proposed assignment is altered while school is in summer recess, the affected teachers will be informed by mail or phone.
- 11.3 Assignment of individual teachers to class schedules within the building is the responsibility of the building administrator. In making the assignment, the building administrator shall base his decision on the following:
 - A. Seniority-qualifications;
 - B. Certification;
 - C. Principal's evaluation.
- 11.4 Any assignment in addition to the normal teaching schedule after the regular school day shall not be obligatory, but shall be with the consent of the teacher. Preference in making new assignments will be given to qualified tenure teachers regularly employed in the district.

ARTICLE XII - VACANCIES AND TRANSFERS

- 12.1 A vacancy shall be defined as a situation where a position is vacant and the Board intends to find a replacement.
- 12.2 All vacancies, whether created by expansion, resignation, discharge, transfer, leave or promotion shall be filled in the following manner:
 - A. Seniority-qualifications;
 - B. Certification;
 - C. Administrative evaluations.

- 12.3 Whenever any vacancy in any professional position in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Union and providing of appropriate posting in every school building. No vacancy shall be filled, except on a temporary basis, until such vacancy shall have been posted for at least fourteen (14) calendar days. The Union Secretary or designated replacement should be notified of such vacancies.
- 12.4 Vacancies occurring during the summer will be posted in all buildings and notification of these vacancies will be sent to the Federation President and Secretary.
- 12.5 Whenever a teacher is hired during the school year, the teacher will be informed that either:
 - A. The teacher is replacing a teacher who will be returning to the staff and, therefore, the newly hired teacher's employment is temporary. The newly hired teacher will also be given the expected day of return of the teacher that is absent, or
 - B. The newly employed teacher will be informed that the position they are filling has been abandoned for whatever reason, for example: resignation, death, discharge, etc., but the position will be declared vacant at the end of that particular school year.
- 12.6 Teachers in 12.5A and 12.5B above shall be placed on the regular salary schedule, retroactive to the first day, after teaching thirty (30) consecutive school days for the same teacher.
- 12.7 Teachers in 12.5A and 12.5B above who are expected to teach as many as sixty (60) days or more for the same teacher shall be eligible for all fringe benefits subject to the terms of the carrier and pro-rated forward to the end of the year beginning with the thirty-first (31st) work day.
- 12.8 Transfers within a building and between buildings shall be available, providing positions are vacant, at the request of the applying teacher, and further provided such teacher possesses the required qualifications for the vacant position.
- 12.9 When a transfer must be made, the affected teacher will be given an explanation of the reasons therefore.
- 12.10 When a transfer request is denied, an explanation will be given upon request to said teacher.
- 12.11 Involuntary transfer or change of assignment shall be accomplished on the basis of inverse seniority among those qualified for the position in question.

ARTICLE XIII - GRIEVANCE PROCEDURES

- 13.1 Definition
 - A. A grievance is an alleged violation, misinterpretation or misapplication of any provision of this Agreement.
 - B. An aggrieved person shall mean any member of the bargaining unit or the Union in its

- own behalf making the complaint.
- C. Wherever the term employee is used, it is to include any member or members of the bargaining unit.
 - D. Wherever the singular is used, it may include the plural.
 - E. Wherever notice is used, it is meant that such be a written notice.
 - F. The term days in the Article shall mean Monday through Friday, excluding holidays.
 - G. Grievance forms are found in Appendix E.

13.2 General Principles

- A. A grievance may be withdrawn at any level.
- B. If a grievance arises from the action of authority higher than Building Administrator, it may be initiated at Step 2 of the procedure.
- C. Hearings and conferences held under this procedure shall be conducted outside duty school hours or at other mutually agreeable times.
- D. Forms for filing and processing grievances shall be conveniently available within the administration offices and a supply available for the Union.
- E. Failure by the employee and/or by the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- F. Failure by the Employer or his designated agents to communicate a decision on a grievance within the specified time limits shall be deemed a denial of the remedy sought on the grievance. The Union shall have the right to appeal to the next step of the procedure.
- G. The time limits specified in this procedure may be extended in any specific instance by written mutual agreement signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
- H. The fees and expenses of the arbitrator, if any, shall be shared equally by the parties.
- I. No arbitrator shall hear more than one grievance at any one hearing without the mutual consent of the Employer and the Union.
- J. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible.

13.3 Procedure for Adjustment of Grievances: Grievances shall be presented and adjusted in

accordance with the following procedures:

A. Informal Conferences

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

B. Written Procedures (Step 1)

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

1. The grievance may be lodged, a meeting scheduled within five (5) days and thereafter discussed with the Building Supervisor or his designee:
 - a.) By an employee in person on his own behalf;
 - b.) By an employee accompanied by the appropriate Union representative;
 - c.) Through the Union representative if the employee so requests;
 - d.) By the Union representative in the name of the Union.
2. Within ten (10) days following the meeting in Step B. (1) above, the Building Supervisor or his designee shall communicate his decision along with his reasons thereof, in writing on the grievance form, to the Union representative or the aggrieved employee, if any.

C. Written Procedure (Step 2)

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

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

D. Written Procedure (Step 3)

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

1. In no less than five (5) days or more than thirty-five (35) calendar days after receipt of the appeal, a committee appointed by the Board of Education shall hold a hearing on the grievance. Participants in this hearing shall be given at least three (3) days notice of the hearing.
2. No later than its next scheduled meeting after the hearing of the appeal, the Board of Education shall communicate its decision in writing on the form provided together with supporting reasons to the Union representative or to the aggrieved employee (if any).

E. Arbitration (Step 4)

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

1. The parties may mutually select an arbitrator or ask the American Arbitration Association to submit a list and then follow their selection rules.
2. The fees and expenses of the arbitrator, if any, shall be shared equally by the parties.
3. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

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

ARTICLE XIV - CURRICULUM STUDY

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

ARTICLE XV - ILLNESS OR DISABILITY BENEFITS

- 15.1 Teachers shall be on the job every school day for which they are paid unless specifically excluded by resolution of the Board of Education, except as provided in the following:
 - A. Teachers will be allowed ten (10) sick leave days per year without loss of salary. Unused sick leave days are cumulative to one hundred fifty (150) days. Sick leave will be paid for the following reasons:
 1. Personal or family illness or quarantine. The Board of Education may require a doctor's statement of illness at the employee's expense.
 2. Serious illness or death in the immediate family not to exceed eight (8) days, more at the discretion of the Superintendent. (Immediate family means those relatives living in your immediate household and/or parents and/or children of the employee and spouse.)
 3. Employees will be allowed to deduct up to three (3) days of their sick leave for funeral leave in the event of death occurring to relatives of the employees. The term "relative" shall be defined to include only the following: mother, father, step-parents, brothers, sisters, wife or husband, sons or daughters, step-children, mother-in-law or father-in-law, or to any relative living within the employee's immediate household. Employees will be allowed to use one (1) day of their sick leave to attend the funeral of their grandparents, spouse's grandparents, brother-in-law or sister-in-law. In addition, at the discretion of the Employer, additional sick day use may be granted for use as funeral leave based on the circumstances. Bargaining unit employees shall be entitled to use one (1) sick day per year as bereavement leave for someone not covered above, provided the employee produces verified documentation from the funeral home. Employees may be granted an additional day at the discretion of the Superintendent.
 4. Time necessary for performance of medical and dental appointments when such cannot be made at any other time.

- 15.2 The Board of Education shall contribute fifty (50) days and each teacher shall contribute one (1) of his sick days. Each new teacher each year puts one (1) day in the "sick bank". If the bank falls below fifty (50) days, all teachers will put in one (1) day at the beginning of the next school year. The bank will be administered by two (2) teachers and one (1) representative of the Board of Education. In order for days to be drawn out, the Board representative must be in agreement with the request.
- A. Upon the request of any committee member, medical verification must be provided.
 - B. After depletion of an individual's sick leave days, a minimum of five (5) consecutive days must be missed in order to apply for sick bank days, except when the need for time off is directly related to a previously incurred injury or illness in that same school year.
 - C. No teacher may be granted more than thirty (30) days in any one school year from the bank.
 - D. A teacher disagreeing with the decision of the committee may take his disagreement to the Board of Education for final resolution.
- 15.3 Teachers will be informed of a number they may call at least one (1) hour prior to their scheduled time to report their unavailability for work.
- 15.4 Salary deduction of one day's pay may be made, except in an emergency, unless the teacher notifies the principal in ample time to secure a replacement. One (1) day sick leave credit shall be allowed for each month the teacher is employed up to ten (10) days annually.
- 15.5 A teacher may be allowed to borrow sick leave days during the school year up to the number of days yet to be accumulated during that year.
- 15.6 If a teacher has borrowed on future sick leave and leaves employment, then said teacher shall have the unearned days deducted from the final pay check.
- 15.7 No borrowing will be permitted from future years.
- 15.8 A teacher who has exhausted all sick leave available shall be granted a leave of absence without pay for duration of such illness or disability until the end of the current school year. The leave of absence may be renewed each year upon written request by the teacher. Upon return from leave, a teacher shall be assigned to the same position, if available, or to a position for which he/she is qualified.
- 15.9 Upon return from such leave, a teacher shall be placed at the same position on the salary schedule from which he/she left.
- 15.10 A person injured on the job shall not receive sick leave for injuries which might lead to Worker's Compensation. If a person elects to draw sick leave rather than Worker's Compensation and has a doctor's statement that he is recovered from the injury, then he may receive leave compensation retroactive to the date of accident for the time missed. It is understood by all parties that this clause is not aimed at preventing compensation either by

such leave policy or by Worker's Compensation, but it is intended to prevent double compensation.

- 15.11 A teacher absent from duty due to mumps, measles, chicken pox, scabies, lice or pink eye (conjunctivitis) shall not suffer diminution of compensation and shall not be charged with sick leave providing it can be shown the disease was contacted in school.

ARTICLE XVI - ABSENCE, PROFESSIONAL & PERSONAL LEAVE

- 16.1 The Board of Education will allow the following leave days without charge against the teacher's sick leave days:
- A. Absence caused by being called to jury duty. Payment shall be the difference between pay as a juror and the regular daily pay or the teacher may turn the check from the court over to the school.
 - B. Absence when subpoenaed as a witness in court, approved in advance by the Superintendent.
 - C. Approved visitation to other schools, conferences and conventions.
- 16.2 At the beginning of every school year, each teacher shall be credited with two (2) days to be used for the teacher's personal business.
- A. Two (2) personal business days may be used for any purpose.
 - B. A teacher planning to use a personal business day or days shall notify his building principal two (2) days in advance, except in cases of emergency. (Form found in Appendix G.)
 - C. A personal business day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last day of the school year, nor November 14 through November 20 except under extremely unusual circumstances and having been approved by the superintendent.
 - D. Unused personal business days shall be accumulated in the teacher's personal sick leave.
 - E. The business day language will be re-evaluated at the termination of this contract.
- 16.3 A Professional Personal Advisory Committee, consisting of three (3) representatives of the Board of Education and three (3) representatives of the Federation, shall be formed to review requests for leave of absence and shall make recommendations to the Board of Education relative to these requests.

Teachers granted leaves listed below (A thru D) may, subject to the terms of the insurance carrier, continue the insurance payments at the group premium rate by paying the premiums directly to the school one month in advance.

- A. Study related to teacher's field of certification.
 - B. Research or special teaching assignment.
 - C. Personal leave without pay.
 - D. Sabbatical leave.
- 16.4 The Board shall grant to any teacher a leave of absence for the purpose of childbirth. Such leave shall commence when the teacher, her doctor, or the School Board feels the teacher is no longer able to adequately perform the duties to which the teacher is regularly assigned and the leave shall last for not more than twelve (12) months. A teacher will return at the start of a semester unless other arrangements are made. The teacher's accumulated sick leave shall be held in reserve until her return. A teacher adopting a child may receive similar leave which shall commence upon entry of an order terminating the right of the natural parents by the probate court. The teacher shall notify the Board three (3) months prior to the expected court order, if possible. The return from such leave is also subject to the conditions set forth in paragraph 16.8 of this Article. The teacher may continue health insurance currently in effect at the expense of the School Board for the remainder of the current school year and the expense of the teacher for the duration of the leave, subject to the limitation set by the carrier.
- 16.5 A leave of absence may be granted for up to one (1) year to any teacher for the following purposes: care of seriously ill and/or terminally ill children, care of a seriously ill and/or terminally ill member of the immediate family, or any other reason acceptable by the Board. Additional time may be granted at the Board's discretion.
- 16.6 Teachers granted a leave of absence for any purpose, including maternity, will notify the Board of Education by April 1st of their intent for the ensuing year. If written notice of intent is not received by this date, it will be concluded that the individual does not desire re-employment. Teachers hired as replacements for teachers who are on leave of absence will be told of the situation in writing.
- 16.7 Upon return from above mentioned leave, the teacher shall be placed on the same step of the salary schedule that he left with no loss of seniority.
- 16.8 A teacher shall be entitled to be returned to his former position upon return from leave.
- 16.9 Any employee who is granted a leave of absence due to illness or injury will continue to have this health insurance paid by the district until the end of the current school year.
- 16.10 On days when school is suspended and students are not required to be in attendance because of weather and/or road conditions, teachers shall not be required to report to work.
- 16.11 All snow or Act of God days as required by state law shall be made up and will be rescheduled by mutual agreement. Such rescheduling shall not affect or otherwise require an adjustment of salary, compensation, or other benefits provided within this collective bargaining agreement for the duration of this contract. In the event that the Legislature would amend the current law of making up Act of God days, the district would follow the

ARTICLE XVII - PROFESSIONAL COMPENSATION

- 17.1 The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated into this Agreement. Such salary schedule shall remain in effect during the designated period.
- 17.2 The extra hours on the salary schedule are those hours earned after you have received your teaching certificate. These hours must be 300 level and above unless said hours are part of a university planned master's/specialist's program. The extra hours must be related to the teacher's specific field or teaching itself. The extra hours are semester hours and any term hours will be converted to their semester equivalent. All new hires as of July 1, 1995 must meet the new hour and track degree requirements for schedule track placement.

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

- 17.3 All compensation for extra duties, unless otherwise listed in this contract, shall be in accordance with the Extra Duties Pay Schedule as herein attached in Appendix B. The method of determining the rate of pay, comparison-point system, job evaluation chart, is herein attached in Appendix C. This shall not be construed to prevent the Board from paying more for extra duties.
- 17.4 Teachers who undertake extra duty assignments, as set forth in Appendix B, Extra Duty Schedule, attached hereto and incorporated into this Agreement, shall be compensated in accordance with the provisions of this Article and annexed schedules without deviation. The method of determining the rate of pay, comparison-point system, job evaluation chart, is herein attached in Appendix C. This shall not be construed to prevent the Board from paying more for extra duties.
- 17.5 A. Teachers shall receive one and one-half dollars (\$1.50) for unused sick leave days on their contract as part of their salary, without the one hundred fifty (150) day limitation, paid in June for all previous days including the current year.
- B. In the event of retirement, a teacher shall receive payment for accumulated sick leave. Payment shall be paid at the following rate:

100-150 accumulated days
\$2,500.00

151-300 accumulated days
\$4,000.00

At the teacher's request, payment will be made either in October or January of the year following retirement.

- 17.6 Commencing the year after a teacher has been paid at the top step of his appropriate scale, he shall receive additional compensation to be paid as follows: five percent (5%) of his salary during the first (1st) thru fourth (4th) years; six percent (6%) of his salary during the fifth (5th) thru ninth (9th) years; seven percent (7%) of his salary during the tenth (10th) and following years. (Salary in this article is defined as the top step of the appropriate scale in Appendix A-1.) When a teacher reaches the 10.5 step, he is entitled to one-half (1/2) the longevity for that year. Then remain at that longevity step according to contract.
- 17.7 Teachers employed for Community Education non-credit classes, i.e., enrichment classes, recreation activities, shall receive \$13.00 per hour.
- 17.8 Instruction of school district employees will be paid at \$14.50 per hour of contact.
- 17.9 When a teacher is given an extra assignment for the entire year, the teacher shall be paid a fractional part of his current salary step for the extra assignment. The fraction will be the reciprocal of the number of periods established by Article 6.1.
- 17.10 Teachers employed for per period substituting shall be paid \$14.50 per hour.
- 17.11 The teacher employed as a detention hall supervisor and/or in school suspension supervisor shall be paid at an hourly rate of \$14.50.
- 17.12 Teachers employed for Driver Education Classroom and behind-the-wheel instruction shall be paid a per hour rate of \$19.33 for 2002-2003; \$19.58 for 2003-2004; \$19.83 for 2004-2005; and \$20.08 for 2005-2006.
- 17.13 The band director shall receive seven (7) weeks pay based on the school year weekly rate with duties as described in the job description.
- 17.14 The Counselor will receive the school weekly rate for each extra week worked.
- 17.15 Department Heads are selected by the Administration in the following manner:
- A. The number and need for department heads will be at the discretion of the building administrator.
 - B. Position is posted describing duties and qualifications.
 - C. Applications received and reviewed.
 - D. Applications are evaluated by the Principal.
 - E. Interviews may be conducted.
 - F. Recommendations made to the Board of Education.
- Department Heads will be paid \$450.00.

- 17.16 When teachers are required to drive their personal cars on school related business, they shall receive thirty cents (\$.30) per mile. The same allowance shall be given for use of personal vehicles for field trips or other business of the district.
- 17.17 The Board shall provide without cost for each teacher the AFL-CIO P. E. T. 3-Star Medical insurance or any other carrier mutually agreed to, the exact amount to be determined by the employee's needs: full family, two person or single subscriber. It is the employee's responsibility to notify the employer within thirty (30) days of any changes that would affect the employee's insurance needs. Such as: birth of a child, adoption, marriage, divorce, dependent: ineligibility, etc. Reference: see 20.3. The Schedule of Benefits is as follows:

3 Star LA (High) Passive PPO
Alternative Trust Dental
NVA Vision
NPA Prescription (\$5/\$10/\$10 Rx through NPA)
Base Life & Options

In 2003-2004 if health insurance rates increase more than 15% over 2002-2003 base rates by category (2Person/Full Family), the excess shall be paid by the teachers. In the 2004-2005 school year, if health insurance rates increase more than 30% over the 2002-2003 base rates, the excess shall be paid by the teachers by category (Single/2Person/Full Family). In the 2005-2006 school year, if health insurance rates increase more than 45% over the 2002-2003 base rates, the excess shall be paid by the teachers by category (Single/2Person/Full Family).

- 17.18 A Health Insurance Review Committee consisting of three (3) representatives of the Federation and three (3) representatives of the Board of Education will be formed. At least one of the members will be a Board member. Said committee will meet to review current insurance coverages and cost with the option to change carrier plans if agreeable to both the Board of Education and the Federation.

The Committee will meet at least once a year to review and will report back to their respective membership.

- 17.19 Life Insurance. The Board shall provide, without cost to the employee, group life insurance protection which shall pay to the employee's designated beneficiary the sum of twenty thousand dollars (\$20,000.00).
- 17.20 The teacher's rate shall be determined in the following manner: annual salary divided by 190 work days equals daily rate; daily rate divided by 7 1/2 hours equals hourly rate.

- 17.21 At the beginning of the school year, each teacher shall indicate the method by which they want to be paid. The options are as follows:

- A. Twenty-six (26) pays, summer included.
B. Twenty-one (21) pays.

- 17.22 The Board will pay the teachers' retirement beginning with the first pay of the 1977-78 school year. This does not apply to the Member Investment Plans which took effect January 1, 1987.

Addendum to the 2002-2006 Master Agreement between Tawas Area Schools and Local 3625, AFT, MFT, AFL-CIO, Tawas Area Federation of Teachers. This addendum applies to the following school years: 2004-2005, 2005-2006, and 2006-2007. The Board and Local 3625 hereby agree to amend the Master Agreement as follows:

17.5

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

100-150 accumulated days
\$2,900.00

151-300 accumulated days
\$4,400.00

17.17

The Board shall provide without cost for each teacher the AFL-CIO P. E. T., Blue Cross Blue Shield, POC LA PPO-Option 1 insurance or any other carrier mutually agreed to, the exact amount to be determined by the employee's needs: full family, two person or single subscriber. It is the employee's responsibility to notify the employer within thirty (30) days of any changes that would affect the employee's insurance needs. Such as: birth of a child, adoption, marriage, divorce, dependent ineligibility, etc. Reference: see 20.3. The Schedule of Benefits is as follows:

BC/BS POC LA PPO-Option 1
Alternative Trust Dental
NVA Vision
Caremark Prescription (\$5/\$10/\$10 Rx through Caremark)
Base Life & Options

In 2003-2004 if health insurance rates increase more than 15% over 2002-2003 base rates by category (2Person/Full Family), the excess shall be paid by the teachers. In the 2004-2005 school year, if health insurance rates increase more than 30% over the 2002-2003 base rates, the excess shall be paid by the teachers by category (Single/2Person/Full Family). In the 2005-2006 school year, if health insurance rates increase more than 45% over the 2002-2003 base rates, the excess shall be paid by the teachers by category (Single/2Person/Full Family).

17.171

In the 2005-2006, and the 2006-2007 school year the Board will provide the POC LA PPO-Option 1 health plan at zero cost to the employee in accordance with the employee's needs: full family, two person, or single subscriber.

17.20

For the 2005-2006 and 2006-2007 school years, the teacher's rate shall be determined in the following manner: annual salary divided by 188 work days equals daily rate; daily rate divided by 7 1/2 hours equals hourly rate.

Beginning with the 2005-06 school year there will be 188 teacher days and 180 student days. There will be two (2) teacher record days and one (1) principals' day, and five (5) in-service days for the duration of this agreement contingent upon the number of student days required by the State of Michigan.

2006-2007

1.0% Increase

Step	BA	BA+18	MA	MA+15
			BA+35	BA+50
1	32726	33453	34913	35639
1.5	33585	34333	35832	36577
2	34468	35234	36771	37536
2.5	35369	36161	37735	38523
3	36302	37112	38726	39534
3.5	37254	38086	39739	40573
4	38232	39082	40790	41636
4.5	39233	40107	41856	42728
5	40264	41162	42955	43851
5.5	41324	42244	44083	45002
6	42409	43347	45242	46182
6.5	43518	44489	46427	47394
7	44662	45658	47650	48639
7.5	45836	46858	48895	49915
8	47039	48083	50180	51229
8.5	48275	49350	51497	52568
9	49539	50642	52850	53952
9.5	50840	51976	54236	55367
10	52177	53340	55660	56820

Duration of Agreement

The addendum to the Master Agreement shall have immediate effect, and will remain in full force and effect until June 30, 2007. The Board and Federation during the life of this Agreement voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

Tawas Area Schools

D. B. Hayes
Glenn K. Brown
Jerry W. Young

Tawas Area Federation of Teachers

Janet D. Spahr
John D.
Mary J. Sasse

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

TYPE I BENEFITS: (Preventative/Restorative Services)

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

TYPE II BENEFITS: (Replacement Services)

Percentage	50%
Annual Deductible Amount	\$ N/A

TYPE III BENEFITS: (Orthodontic Benefits)

Percentage	50%
Lifetime Deductible Amount	\$ N/A

PLAN MAXIMUMS

TYPE I AND II SERVICES:

Maximum Annual Benefit per Covered Individual	\$800.00
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TYPE III SERVICES:

Lifetime Maximum Benefit per Covered Individual	\$600.00
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- 17.24 Long-term Disability Insurance. The Board shall provide, without cost to the employee, a long-term disability protection group insurance plan. The following benefits will be included:

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

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

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

*Effective January 1, 1999.

BENEFIT SERVICE FREQUENCY:

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

ARTICLE XVIII - EARLY RETIREMENT

18.1 Eligibility for the plan:

- A. The Tawas Area Board of Education shall have the right to allocate retirement positions subject to the finances of the school district.
- B. The teacher must have had a record of teaching or administrative responsibilities in education for not less than thirty (30) years prior to his request for retirement incentive and be on the final step of the appropriate salary schedule to be eligible for the benefits described in this program.
- C. Employees wishing to participate in this program must meet the requirements of the State of Michigan Public School Retirement Law and be able to receive State of Michigan retirement benefits. All retirements shall take place as of the close of the school year (last day for teachers) in which the employee qualifies/applies for retirement.
- D. Teachers wishing to participate in the program must submit written notification of their intent to retire to the superintendent's office no later than February 1st of the calendar year in which they wish to retire. The retirement incentive payment will be paid to the teacher in either October or January of the year following retirement.
- E. At the start of the year in which the teacher decides that he/she will be retiring, he/she should sign up for twenty-one (21) pays so he/she will be paid off by the end of June of the year in which he/she retires.

18.2 Rights:

- A. Once a teacher is receiving benefits through the retirement incentive plan, no subsequent disability will affect said benefits.
- B. Once a teacher retires under the retirement incentive plan, no subsequent negotiations may withdraw or reduce said benefits.

18.3 General Provisions:

- A. Any teacher who elects the retirement incentive shall be paid a retirement benefit as follows:
 1. Option 1: The full amount in two (2) successive yearly installments.
 2. Option 2: The full amount paid in three (3) successive yearly installments.
- B. Teachers who have attained 30 years or more of teaching experience who are eligible to retire or who are eligible to receive State of Michigan retirement benefits shall receive \$10,000. Upon retirement they shall be remunerated based on the two (2) options in 18.3A and will be paid in October or January of the year following retirement. (Retirement means leaving the Tawas Area School District.)

ARTICLE XIX - CALENDAR

- 19.1 The school calendar shall be jointly worked out between the parties. The calendar shall be attached hereto and incorporated herein as Appendix D.
- 19.2 An orientation day for all teachers new to the system shall be held prior to the opening of school in the fall within five days of the first scheduled day classes are to begin.
- 19.3 Returning staff members will attend one-half (1/2) day of orientation.
- 19.4 There shall be, in addition, one (1) inservice or principal day as both parties agree such days are conducive to better education. Students shall not be in attendance on said days.
- 19.5 Inservice or principal day will be planned jointly by the Board and the Federation. The cost of said days is to be the responsibility of the Board.
- 19.6 The calendar will also contain two (2) record days which will be used by teachers to work on their record keeping and grading procedures. The first records day to be held at the end of the first semester and the second to be the last day of school. Students will not attend school on records day.
- 19.7 Beginning with the 2002-03 school year there will be 190 teacher days and 182 student days. There will be two (2) teacher record days and one (1) principals' day, and five (5) in-service days for the duration of this agreement contingent upon the number of student days required by the State of Michigan.

There will be a minimum of 181 student days and a maximum of 182 student days depending on need for snow day makeup. If the 182nd day is not needed, the day will be dropped from the end of year schedule.

- 19.8 The presence of teachers at open house is part of the regular responsibilities of the teacher.
- 19.9 Extra days for school improvement, accreditation, and core curriculum will be paid at \$85.00 per day. These days and the participants will be pre-approved by the building administrator and/or the superintendent.

ARTICLE XX - MISCELLANEOUS PROVISIONS

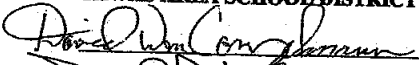
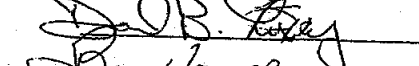

- 20.1 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms in any individual teacher contracts heretofore in effect. All future individual teacher contracts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



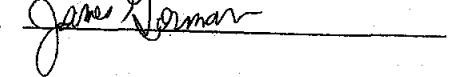
ARTICLE XXI - DURATION OF AGREEMENT

- 21.1 This Agreement shall be effective as of July 1, 2002 and shall remain in full force and effect until June 30, 2006. The Board and the Federation during the life of this Agreement voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

TAWAS AREA SCHOOL DISTRICT

TAWAS AREA FEDERATION OF TEACHERS

APPENDIX A
SALARY SCHEDULE 2002-2003

Step	BA	BA+18	* (MA or BA+50) * (Ed. Spec. or MA+35)	
			MA or BA + 35	MA + 15 or BA + 50
1.0	30,089	30,757	32,099	32,766
1.5	30,878	31,566	32,944	33,629
2.0	31,691	32,394	33,808	34,511
2.5	32,519	33,247	34,694	35,419
3.0	33,377	34,122	35,606	36,348
3.5	34,251	35,017	36,537	37,302
4.0	35,150	35,932	37,502	38,281
4.5	36,072	36,874	38,483	39,284
5.0	37,019	37,844	39,494	40,317
5.5	37,993	38,840	40,530	41,375
6.0	38,991	39,854	41,595	42,460
6.5	40,011	40,904	42,685	43,574
7.0	41,062	41,978	43,809	44,718
7.5	42,141	43,081	44,954	45,893
8.0	43,248	44,208	46,136	47,100
8.5	44,384	45,372	47,346	48,332
9.0	45,547	46,561	48,591	49,604
9.5	46,742	47,786	49,864	50,905
10.0	47,972	49,041	51,175	52,240

***(Please refer to language in 17.2 on hours and track degree requirements)**

APPENDIX A
SALARY SCHEDULE 2003-2004

Step	BA	BA + 18	* (MA or BA+50)	* (Ed. Spec. or MA+35)
			MA or BA + 35	MA + 15 or BA + 50
1.0	30,841	31,526	32,901	33,585
1.5	31,650	32,355	33,768	34,470
2.0	32,483	33,204	34,653	35,374
2.5	33,332	34,078	35,561	36,304
3.0	34,211	34,975	36,496	37,257
3.5	35,107	35,892	37,450	38,235
4.0	36,029	36,830	38,440	39,238
4.5	36,974	37,796	39,445	40,266
5.0	37,944	38,790	40,481	41,325
5.5	38,943	39,811	41,543	42,409
6.0	39,966	40,850	42,635	43,522
6.5	41,011	41,927	43,752	44,663
7.0	42,089	43,027	44,904	45,836
7.5	43,195	44,158	46,078	47,040
8.0	44,329	45,313	47,289	48,278
8.5	45,494	46,506	48,530	49,540
9.0	46,686	47,725	49,806	50,844
9.5	47,911	48,981	51,111	52,178
10.0	49,171	50,267	52,454	53,546

***(Please refer to language in 17.2 on hours and track degree requirements)**

APPENDIX A
SALARY SCHEDULE 2004-2005

Step	BA	BA+18	* (MA or BA+50)	* (Ed Spec. or MA+35)
			MA or BA+35	MA + 15 or BA + 50
1.0	31,612	32,314	33,724	34,425
1.5	32,441	33,164	34,612	35,332
2.0	33,295	34,034	35,519	36,258
2.5	34,165	34,930	36,450	37,212
3.0	35,066	35,849	37,408	38,188
3.5	35,985	36,789	38,386	39,191
4.0	36,930	37,751	39,401	40,219
4.5	37,898	38,741	40,431	41,273
5.0	38,893	39,760	41,493	42,358
5.5	39,917	40,806	42,582	43,469
6.0	40,965	41,871	43,701	44,610
6.5	42,036	42,975	44,846	45,780
7.0	43,141	44,103	46,027	46,982
7.5	44,275	45,262	47,230	48,216
8.0	45,437	46,446	48,471	49,485
8.5	46,631	47,669	49,743	50,779
9.0	47,853	48,918	51,051	52,115
9.5	49,109	50,206	52,389	53,482
10.0	50,400	51,524	53,765	54,885

*(Please refer to language in 17.2 on hours and track degree requirements.)

APPENDIX A
SALARY SCHEDULE 2005-2006

Step	BA	BA+18	* (MA or BA+50)	* (Ed Spec. or MA+35)
			MA or BA+35	MA + 15 or BA + 50
1.0	32,402	33,122	34,567	35,286
1.5	33,252	33,993	35,477	36,215
2.0	34,127	34,885	36,407	37,164
2.5	35,019	35,803	37,361	38,142
3.0	35,943	36,745	38,343	39,143
3.5	36,885	37,709	39,346	40,171
4.0	37,853	38,695	40,386	41,224
4.5	38,845	39,710	41,442	42,305
5.0	39,865	40,754	42,530	43,417
5.5	40,915	41,826	43,647	44,556
6.0	41,989	42,918	44,794	45,725
6.5	43,087	44,049	45,967	46,925
7.0	44,220	45,206	47,178	48,157
7.5	45,382	46,394	48,411	49,421
8.0	46,573	47,607	49,683	50,722
8.5	47,797	48,861	50,987	52,048
9.0	49,049	50,141	52,327	53,418
9.5	50,337	51,461	53,699	54,819
10.0	51,660	52,812	55,109	56,257

***(Please refer to language in 17.2 on hours and track degree requirements.)**

A. Employees assigned to Extra-Duty positions listed in APPENDIX C-2 shall have their pay calculated in the following manner:

1. The activities shall be analyzed according to the Tawas Area Value of Activities Guide (APPENDIX C-1). Each year the activity guide will be analyzed for the following year by the Head Coaches and Athletic Director or Administrator. This analysis will be completed by June 1 each year and will be implemented the following school year. This shall establish the number of points for each activity.
2. The points as determined by the activities guide will be equal to the following percentages:

5.5 points 1%

This will be rounded to the nearest whole number percentage.

3. The percent shall be taken from the teacher's salary schedule step and track (BA, BA+18, MA, MA+15). Employees hired after July 1, 1995, the percent shall be taken from BA, BA+18, MA or BA+50, Ed. Spec. or MA +35. The step number will equal one more than the number of years of experience the teacher has in the activity. A full step credit shall be awarded for each year of experience the teacher assigned to that exact position has in the Tawas Area Schools in that exact position. The teacher assigned shall be awarded one-half (1/2) step credit each year of experience he has in related sports (please see EXAMPLE 1.) or activities in Tawas Area Schools that is not counted as a year in the exact position.

EXAMPLE 1: A teacher coaches four (4) seasons as Head 9th Grade Football Coach and is then assigned to coach Head JV Football. He shall be placed on Step 3 of the teacher's current salary schedule step (1/2 of 4 = 2 seasons experience).

4. Coaching duties in two related sports: The one-half (1/2) step credit will apply to teachers coaching related sports within the same school year during the initial year only. Thereafter, the one-half (1/2) step credit will not apply. (Please see EXAMPLE 2.) If position change in the same sport does not change the total percentage, the one-half (1/2) credit rule shall not apply. No coach will receive more than one year experience in related sports in a school year.

EXAMPLE 2: A teacher coaches six (6) years as Head JV Girls' Basketball Coach in the fall and is then assigned to coach 9th Grade Boys' Basketball in the winter. He is placed on Step 4 of this salary schedule for the 9th Grade Boys' Basketball position (1/2 of 6 = 3 years of experience). The following year, the same teacher is placed on Step 8 for the Head JV Girls' Basketball position and will be placed on Step 5 for the 9th Grade Boys' Basketball position.

5. Related sports as defined in the Tawas Area Schools are as follows: girls basketball/boys basketball, girls track/boys track/cross country, softball/baseball. Any new sports added will be reviewed by the Administration and the Federation to determine its placement on the related sports list and/or APPENDIX C-3.

Debate	500
*Dramatics/per play.....	1,435
Earth Crew	500
Flag Director	675
Forensics	500
* High School Yearbook	1,450
Junior High Student Council.....	450
National Honor Society	750
*Newspaper	500
Safety Patrol	600
Spanish Club	600
Student Council	650
Junior Class Sponsor	750
Senior Class Sponsor	750
Other Class Sponsors	500
Other Approved Clubs	500

*When done completely outside regular classroom assignment.

**When part of regular classroom assignment, the yearbook advisor will be responsible for selling ads, selling yearbooks and meeting production deadlines.

**APPENDIX C-1
TAWAS AREA SCHOOLS
VALUE OF ACTIVITIES GUIDE**

1. Number of students participating - This is the number of students participating in the event, sport or activity.

0	1	2	3	4	5
None	1-10	11-25	26-40	41-70	70+

2. Number of students attending - This is the number of students who attend the event, sport or activity. (Can be done on a per event basis, per year or some other fashion.) For this guide, it will be on an annual basis.

0	1	2	3	4	5
None	1-50	51-300	301-600	601-1000	1000+

3. Length of activity in weeks - This concerns the length of the commitment of the person in charge of the activity in terms of weeks.

0	1	2	3	4	5
0-1 day	1 week	2-9 weeks	10-18 weeks	19-27 weeks	27+ weeks

4. Number of practices - This concerns the number of days on which practice for the activity involves the person in charge of the activity.

0	1	2	3	4	5
None	1-5	6-15	16-30	31-50	50+

5. Length of practices - This concerns the number of hours involved for the person in charge of the activity.

0	1	2	3	4	5
None	1-30 min.	31-60 min.	61-90 min.	91-120 min.	120+ min.

6. Number of events - This concerns the number of events, games or performances held.

0	1	2	3	4	5
None	1-5	6-10	11-15	16-20	20+

7. Length of events - This concerns the amount of time required to conduct the event, game or performance.

0	1	2	3	4	5
None	less than 60 min.	61-120 min.	121-180 min.	181-240 min.	240+ min.

8. Other time involved - This concerns the time required by the person in charge for such things as getting supplies, observing other schools, getting officials, counseling students in the activity, recruiting, etc. (annual hours)

0	1	2	3	4	5
None	1-10	11-30	31-75	76-200	200+

Value of equipment - This concerns the worth of the equipment that the person in charge has as part of his or her responsibilities. It does not include the portion of the physical plant in which the activity takes place.

0	1	2	3	4	5
None	\$1-\$200	\$201-\$600	\$601-\$1500	\$1501-\$3000	\$3000+

10. Total income - This concerns total income from the activity during the year. It is not the net profit.

0	1	2	3	4	5
None	\$1-\$99	\$100-\$500	\$501-\$1000	\$1001-\$2000	\$2000+

11. Exposure to the community - This concerns the number of persons in the community who attend the game, event or performance (annually).

0	1	2	3	4	5
None	1-50	51-150	151-300	301-1000	1000+

12. Public relations requirements - This concerns the contact of the person in charge of the activity with radio, television, newspapers, parent group leagues, associations, etc.

0	1	2	3	4	5
None	1-3	4-10	11-20	21-50	50+

13. Indoor/outdoor - This concerns where the activity takes place.

0	1	2	3	4	5
None	Always Indoors	Mostly Indoors	Half Indoors Half Outdoors	Mostly Outdoors	Always Outdoors

14. Number of assistants - This concerns the number of supportive personnel over which the person in charge has some authority concerning the activity.

0	1	2	3	4	5
None	1-2	3-4	5-7	8-10	10+

15. Pressure to excel - This concerns the pressure brought to bear on the person in charge by the administration and/or community to do well in the activity.

0	1	2	3	4	5
None	Some by community	Some by admin.	Great deal by community	Great deal by admin.	Great deal by both

**APPENDIX C-2
TAWAS AREA SCHOOLS
VALUE OF ACTIVITIES GUIDES - QUESTIONS**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total	Percent
Athletic Director	5	5	5	0	0	5	5	5	5	5	5	5	5	5	5	65	12%
Head Varsity Football	5	5	3	5	5	2	5	5	5	5	5	5	5	4	5	69	13%
Assistant Varsity Football	3	5	3	5	5	2	5	3	3	4	4	1	5	0	3	51	9%
Head J. V. Football	2	3	3	5	5	2	5	2	3	3	4	2	5	1	3	48	9%
Assistant J. V. Football	2	3	3	5	5	2	5	2	3	2	4	2	5	0	3	46	8%
Head 9 th Grade Football	2	3	3	5	5	2	5	2	3	2	4	2	5	0	3	46	8%
Assistant 9th Grade Football	2	2	3	4	5	2	5	2	3	2	3	1	5	0	2	41	7%
7 th & 8 th Grade Football (per coach/2)	3	2	2	3	4	1	3	2	3	2	3	1	5	0	1	35	6%
Head Varsity Boys Basketball	5	5	4	5	5	5	5	4	5	5	5	5	1	3	5	67	12%
Head J. V. Boys Basketball	2	4	4	5	5	5	5	2	3	4	4	3	1	0	3	50	9%
9th Grade Boys Basketball	2	3	3	5	5	4	5	2	2	2	4	1	1	0	2	41	7%
8th Grade Boys Basketball	2	3	3	5	5	3	5	2	2	2	4	1	1	0	2	40	7%
7 th Grade Boys Basketball	2	2	3	3	4	5	2	1	1	2	3	1	1	0	1	31	6%
Varsity Boys Baseball	3	2	3	5	5	5	5	3	5	0	4	4	5	1	5	55	10%
Junior Varsity Boys Baseball	2	2	3	5	5	5	5	2	4	0	2	1	5	0	2	43	8%
Head Boys Track	3	2	3	5	4	4	5	4	5	2	4	5	5	1	4	56	10%
Asst. Boys Track	3	2	3	5	4	4	5	4	5	0	4	0	5	0	2	46	8%

LIST OF ACTIVITIES GUIDES - QUESTIONS

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total	Percent
Head Cross Country	2	1	3	4	3	3	5	3	3	0	1	3	5	0	2	38	7%
Head Wrestling	2	2	3	5	5	4	5	3	5	2	3	3	1	0	3	46	8%
Head Golf	2	1	3	4	5	4	5	3	3	5	1	3	5	0	2	46	8%
Girls Varsity Basketball	5	5	4	5	5	5	5	4	5	5	5	5	1	3	5	67	12%
Girls J. V. Basketball	2	4	4	5	4	5	5	3	2	4	4	3	1	0	2	48	9%
9th Grade Girls Basketball	2	3	3	4	4	4	5	2	2	3	4	2	1	0	2	41	7%
8th Grade Girls Basketball	2	2	3	4	4	3	5	2	2	2	3	1	1	0	2	36	7%
7th Grade Girls Basketball	2	2	3	3	4	5	2	1	1	2	3	1	1	0	1	31	6%
Girls Head Track	3	2	3	5	4	4	5	4	5	2	4	5	5	1	4	56	10%
Girls Assistant Track	3	2	3	5	4	4	5	4	3	0	4	0	5	0	2	44	8%
Girls Varsity Softball	3	2	3	5	5	5	5	4	4	0	4	5	5	1	4	55	10%
Girls J. V. Softball	2	2	3	5	5	5	5	1	2	0	3	1	5	0	2	41	7%
Girls Varsity Volleyball	2	3	3	5	4	5	5	4	5	4	3	3	1	1	4	52	9%
Girls J. V. Volleyball	2	3	3	5	4	5	5	2	2	3	4	2	1	0	2	43	8%
Girls 9th Grade Volleyball	2	2	3	5	4	4	3	2	2	2	3	1	1	0	2	36	7%
Boys Soccer	2	2	3	4	4	5	3	3	3	3	4	5	5	0	3	49	9%
Girls Soccer	2	2	3	4	4	5	3	3	3	3	4	5	5	0	3	49	9%
*Boys 7 th & 8 th Grade Track	3	2	2	3	3	2	4	2	3	3	3	1	5	1	1	38	7%

VALUES OF ACTIVITIES GUIDES - QUESTIONS

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Total	Percent
*Girls 7 th & 8 th Grade Track	3	2	2	3	3	2	4	2	3	3	3	1	5	1	1	38	7%
**Varsity Cheerleading	1	5	3	3	3	2	2	2	3	0	5	2	5	2	1	39	7%
**Junior Varsity Cheerleading	1	3	3	3	3	2	2	1	2	0	4	1	5	0	1	31	6%
**9 th Grade Cheerleading	1	2	2	3	3	4	2	1	2	0	3	0	5	0	1	29	5%
**Junior High Cheerleading	1	2	2	3	3	2	2	1	2	0	3	0	5	0	1	27	5%
Knowledge Bowl	2	0	3	3	1	1	1	1	1	0	0	1	1	0	2	17	3%
Science Olympics Head	2	1	3	4	3	1	5	2	3	0	1	1	2	1	2	31	6%
Science Olympics Assistant	2	1	3	4	3	1	5	1	1	0	1	0	2	0	0	24	4%
Elementary Math Competition	1	0	2	1	3	1	3	1	1	0	1	1	1	0	2	18	3%
Junior High Math Competition	1	0	4	3	3	1	3	1	1	0	1	1	1	0	2	22	4%
High School Math Competition	1	0	2	1	3	1	3	1	1	0	1	1	1	0	2	18	3%

*If there are two (2) coaches for 7th & 8th grade boys track and two coaches for 7th & 8th grade girls track, each coach will receive 3.5%.

**These points are based on coaching two sports. Example: football in the fall and basketball in the winter.

**APPENDIX E-1
GRIEVANCE REPORT FORM**

Grievance # _____ Tawas Area School District

- Distribution of Form
 1. Superintendent
 2. Principal
 3. Federation
 4. Teacher

Submit to Principal in duplicate

Building Assignment Name of Grievant Date Filed

STEP I

A. Date cause of grievance occurred _____

B. 1. Statement of grievance _____

2. Relief sought _____

C. Meeting held _____ Date _____ Signature _____ Principal _____

Federation Representative Signature _____

Disposition by Principal _____

Date _____ Signature _____

STEP II

A. Date received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

C. Meeting held _____ Date _____ Signature _____ Superintendent _____

Federation Representative Signature _____

D. Position of grievant and/or Federation _____

Date _____ Signature _____

STEP III

A. Date received by Board of Education or Designee _____

B. Disposition by Board _____

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

D. Position of grievant and/or Federation _____

Date _____ Signature _____

STEP IV

A. Date submitted to arbitration _____

B. Disposition of Arbitrator _____

Date of Decision _____ Signature of Arbitrator _____

**IAWAS AREA SCHOOLS
TEACHER EVALUATION FORM**

Teacher's Name _____ Bldg. _____ Date _____

The term "Acceptable" means that a teacher is doing an average job or better. "Above Average" is to be used very sparingly.

Personal Qualities

	Above Average	Acceptable	Needs Improving	Not Acceptable	Does Not Apply	Not Observed
1. Pleasant - good disposition	()	()	()	()	()	()
2. Well poised.	()	()	()	()	()	()
3. Neat & appropriately dressed.	()	()	()	()	()	()
4. Dependable.	()	()	()	()	()	()
5. Courteous & considerate of others.	()	()	()	()	()	()
6. Functions well with fellow workers.	()	()	()	()	()	()
7. Enjoys working with children.	()	()	()	()	()	()
8. Establishes professional relationship with students.	()	()	()	()	()	()

Professional Qualities

1. Cooperates with parents.	()	()	()	()	()	()
2. Follows school policy.	()	()	()	()	()	()
3. Sensitive to needs of individual student.	()	()	()	()	()	()
4. Cooperates with administrative policies.	()	()	()	()	()	()
5. Establishes acceptable public relations with community.	()	()	()	()	()	()
6. Shows enthusiasm for teaching.	()	()	()	()	()	()
7. Shows evidence of mature behavior and emotional stability.	()	()	()	()	()	()

**APPENDIX F-1
TEACHER EVALUATION FORM**

<u>Professional Techniques</u>	Above Average	Acceptable	Needs Improving	Not Acceptable	Does Not Apply	Not Observed
1. Adequately communicates subject matter.	()	()	()	()	()	()
2. Has adequate knowledge of subject.	()	()	()	()	()	()
3. Shows evidence of good planning.	()	()	()	()	()	()
4. Uses outside resources.	()	()	()	()	()	()
5. Uses good English & appropriate vocabulary in class.	()	()	()	()	()	()
6. Teaching techniques creative and imaginative.	()	()	()	()	()	()
7. Exercises self-control in dealing with pupils.	()	()	()	()	()	()
8. Strives to maintain good student motivation.	()	()	()	()	()	()
9. Is prompt and accurate in executing routine responsibilities.	()	()	()	()	()	()
10. Maintains consistent control within a natural atmosphere in the classroom.	()	()	()	()	()	()
 <u>Room Atmosphere</u>						
1. Bulletin boards are appropriate and attractive.	()	()	()	()	()	()
2. Maintains appropriate classroom environment	()	()	()	()	()	()

APPENDIX F-1
TEACHER EVALUATION FORM

SUMMARY:

1. What are the teacher's special strengths and skills?

2. What suggestions do you have for the teacher's improvement and growth?

3. Additional Comments:

This evaluation has been discussed with me on this date _____

Teacher's Signature

Principal's Signature

**APPENDIX G
TAWAS AREA SCHOOLS
PERSONAL BUSINESS LEAVE APPLICATION**

Name of Applicant

Date of Filing

Date of requested personal business leave: _____

Reason business cannot be attended to at a time that schools are not in session:

/ _____ / approved

/ _____ / disapproved

Signature of Principal

Date

This form shall be prepared in duplicate - submit both copies - one will be returned to you with the decision of the Principal.