

**Tuscola Community  
Unit School District #301**

**Tuscola Education Association**

Agreement

**2015-2016**

**2016-2017**

**2017-2018**

# Article I

## RECOGNITION

The Board of Education of Tuscola Community Unit School District No. 301 of the Counties of Douglas and Champaign, State of Illinois, hereinafter the "Board," agrees that the Tuscola Education Association, an affiliate of the IEA-NEA, hereinafter the "Association," is recognized as the sole and exclusive bargaining agent for all full-time and part-time certificated personnel and hereinafter the "teachers." Part-time certificated teaching personnel shall have their benefits prorated consistent with their fractional employment status. Exclusions from the teachers' bargaining unit shall include the administrative staff, teacher aides, substitute teachers, non-certificated employees, and anyone who has administrative duties equal to or exceeding 50 percent of the individual's job requirements.

## Article II

### FAIR SHARE

- 2.1 Each full-time and part-time certificated teaching personnel, as a condition of his/her employment, on or before thirty days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a Fair Share Fee defined herein.
  - 2.1.1 Part time active members regularly employed for 50% or less, but greater than 25 % of the normal schedule for full-time faculty members (as verified by the local association) shall pay one-half (1/2) of the full-time membership dues. Persons employed over 50% of the normal schedule pay full-time Active dues.
  - 2.1.2 Persons regularly employed for 25% or less of the normal schedule for a full-time employee (as verified by the local association) shall pay one-fourth (1/4) of the full-time active dues.
- 2.2 In the event that such teacher does not pay his/her Fair Share Fee directly to the Association by a certain date as established herein, the Board shall deduct, from the salary of that teacher, in same fashion as other dues deductions, a Fair Share Fee equal to the Association's costs as exclusive bargaining representative. The Association shall certify, in writing, each school year the annual amount of such Fair Share Fee. The Association shall not claim or establish a Fair Share Fee in excess of the dues uniformly neither required by members nor include fees for contribution related to the election or support of any candidate for political office. In addition, the Association shall in all ways comply with the rules of the IELRB, part 1125 "Fair Share Fee Objectives."
- 2.3 Such fees shall be paid to the Association by the Board no later than ten (10) days following the deduction. The Board is expressly relieved of obligation for Fair Share Fees in the following instances:
  - 2.3.1 Insufficient earnings to cover deductions.
  - 2.3.2 Unpaid Fair Share Fee where the Board has complied with its deduction obligation under this provision.
  - 2.3.3 Teachers no longer employed by the Board or teachers on unpaid leaves of absence.
- 2.4 An amount equal to a Fair Share Fee is paid to a non-religious charitable organization by those teachers who object to such fees because of bonafide religious tenets or teachings of a church or religious body of which the teacher is a member.

- 2.5 The obligation to pay a Fair Share Fee will not apply to teachers who object to payment of a Fair Share Fee to the Association, on the basis of bonafide religious tenets or teachings of a church or religious body of which such teacher is a member, or a belief sincerely held with the strength of traditional religious views. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the teacher to mutually agreeable non-religious charitable organizations as per Association policy and the Rules and Regulations of the IELR.
- 2.5.1 The Association shall save, hold harmless and defend, through its own Counsel, the District, the Board of Education, its members, past members, officers, and employees from and against all claims or causes of action rising out of or connected with the Board's obligations for deduction of Fair Share Fees, and shall pay all costs, attorney's fees, damages, and other charges arising out of any such claim or cause of action. If the Association fails to defend the Board, in accordance with this Section, then the Board shall have the right to do so, and may recover from the Association all costs and expenses, including attorney's fees, relating to such claim or action.
- 2.5.2 It is expressly understood that this save harmless provision will not apply to any claim which may arise as a result of any willful misconduct by the Board or the Board's imperfect execution of the expressed obligations imposed upon it by this Article.
- 2.5.3 The Board agrees to give immediate notice of such action or claim in writing to the Association, and permit the Association to intervene. The Board shall give full and complete cooperation to the Association and its counsel in complying with reasonable requests to secure and give evidence, obtain witnesses, and make relevant information available to both trial and appellate levels.

## Article III

### **NEGOTIATIONS PROCEDURE**

- 3.1 Negotiations will begin on or before May 1. If agreement is not reached on all items 45 days prior to the start of the next school year, the Federal Mediation and Conciliation Service (FMCS) shall be requested by the parties to appoint a mediator. The mediator shall meet as soon as possible with the parties or their representatives or both, either jointly or separately, and shall take such steps as he/she may deem appropriate, in accordance with the rules and regulations of the Federal Mediation and Conciliation Service (FMCS) to persuade the parties to resolve their differences and effect a mutually acceptable agreement.
- 3.2 The mediator shall have the authority to confer separately or jointly with the parties, and shall take such other steps as (s)he may deem appropriate in order to persuade the parties to resolve their differences and effect an agreement, provided that the mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.

## Article IV

### EMPLOYEE COMPENSATION AND FRINGE BENEFITS

#### 4.1 Salary Schedule

- 4.1.1 The salary schedule shall be as set forth in Appendix A, which is attached to and incorporated into this agreement.
- 4.1.2 All graduate hours earned after the bachelor's degree has been awarded shall be recognized by the Board for the purpose of determining position on the salary schedule provided the following requirements have been met:
- 4.1.2a To receive credit all courses must be in the teacher's major or minor field of study, educational administration, guidance counseling, or any deviation approved by the superintendent.
  - 4.1.2b All hours earned must be within an approved master's degree program of an accredited university or college with an accredited graduate program. Exceptions must have the prior written approval of the superintendent.
  - 4.1.2c Satisfactory, B or better, completion of the course.
  - 4.1.2d Eight (8) semester hours constitutes one column movement on the salary schedule provided the other salary provisions have been met.
  - 4.1.2e An official transcript of record from the college/university or a letter from the Dean of the college in which the teacher is enrolled is on file with the Central Office.
  - 4.1.2f Undergraduate hours which are specifically related to the teaching assignment earned after the bachelor's degree will be credited on the salary schedule as graduate hours to a maximum of eight (8) semester hours. These hours must be completed prior to the start of a teacher's 20<sup>th</sup> step on the salary schedule.
  - 4.1.2g A transcript for any coursework to be used for advancement on the salary schedule must be turned in within two years of completion.
- 4.1.3 All graduate hours earned after the master's degree has been awarded shall be recognized by the Board for the purpose of placement on the salary schedule provided the following requirements have been met:
- 4.1.3a To receive credit, all courses must be in the field of education or closely related to the subject(s) taught and have the prior written approval of the Superintendent.

- 4.1.3b All hours must be earned at an accredited university or college with an accredited graduate program.
- 4.1.3c Satisfactory, B or better, completion of the course.
- 4.1.3d Eight (8) semester hours constitutes one column movement on the salary schedule provided the other salary provisions have been met.
- 4.1.3e An official transcript of record from the university or a letter from the Dean of the College in which the teacher is enrolled is on file with the Central Office.
- 4.1.3f Undergraduate hours specifically related to the teaching assignment earned after the master's degree will be credited on the salary schedule as graduate hours to a maximum of eight (8) semester hours. These hours must be completed prior to the start of a teacher's 20<sup>th</sup> step on the salary schedule.
- 4.1.3g A transcript for any coursework to be used for advancement on the salary schedule must be turned in within two years of completion
- 4.1.4 Teachers will be advanced to the appropriate earned column on the salary schedule by September 1 of the current academic year. Compensation adjustments will be made at the time of record and are not retroactive. For the purpose of determining movement on the salary schedule, all hours beyond the B.S. degree will consist of semester hours.
  - 4.1.4a The teacher can only be placed in the Advanced Column on the salary schedule once a teacher has earned Specialist degree or a Doctorate.
- 4.1.5 New hires will be placed on the experience level determined at the discretion of the Board/Administration, but not higher than the experience level that they would, had they worked their entire career in a certificated position at Tuscola CUSD 301, and not lower than the following:

Years	Placement
0-4	0
5-9	3
10-15	6
15+	9

4.1.6 Tuition Reimbursement

- 4.1.6a Teachers with more than 20 years experience and no longer on the salary schedule may take additional coursework. With the prior approval of the superintendent, the District will reimburse the tuition not to exceed four semester hours per year, with the completion of the course for this group of teachers (grade B or better).

4.1.7 Tuition Waivers: Tuition Waivers granted to the District by a higher education shall be given to the superintendent to distribute.

4.1.7.a The waivers shall be distributed in the following order:

- 1 - Building administrator
- 2 - Association pool
- 3 - Building administrator
- 4 - Association pool

4.1.7.b If the building administrator declines or will not use the waiver within two (2) semesters, the waiver goes into the Association pool.

4.1.7.c The distribution of the Association waivers shall be at the sole discretion of the Association.

4.1.7.d The Association shall be informed when a waiver is distributed to an administrator.

#### 4.2 Supplemental Jobs

4.2.1 The supplemental pay schedule shall be set forth in Appendix B which is attached to and incorporated into this Agreement.

#### 4.3 Board Paid Benefits

4.3.1 Board Paid Retirement –For the life of this Agreement, the Board shall pick up and pay the entire contribution due, including any amount from duties listed on Appendix B, on behalf of each said teacher to the Illinois Teacher Retirement System (TRS) as a Board-paid contribution. Said amount shall be paid on behalf of the teacher to TRS for the purpose of providing the teacher with a tax-sheltered pension contribution consistent with IRS tax rulings 414-H(2), 81-35, and 81-36. The teachers individually and/or collectively, at the Board's discretion, shall indemnify the District and hold it harmless against any tax liability or penalty arising out of a subsequent opinion or action by a body of competent jurisdiction, which finds the above, improper. In such case, the amount of said retirement benefit paid by the Board shall become gross income to the teacher.

4.3.2 Board Paid Teacher Health Insurance Security –For the life of this Agreement, the Board shall pick up and pay the entire contribution due on behalf of each said teacher as a Board-paid contribution to THIS. Said amount shall be paid on behalf of the teacher in a manner directed by the TRS Employer Guide, and excluded from the employee's taxable income. The teachers, individually and/or collectively, at the Board's discretion, shall indemnify the District and hold it harmless against any tax liability or penalty arising out of a subsequent opinion or action by a body of competent jurisdiction, which finds the above, improper. In such case, the amount of said retirement benefit paid by the Board shall become gross income to the teacher.



#### 4.4 Insurance

4.4.1 The Board shall pay the teacher's full individual premium amount for a mutually agreed upon life and health insurance plan. Teachers may pay additional premiums for dependent coverage.

4.4.2 The teacher premium as stated in 4.4.1 will be the teacher cost of the mutually agreed upon coverage plan (currently the Gold Plan, which is offered by the Egyptian Area Schools Employee Benefit Trust) or a mutually agreed upon insurance carrier retained by the District.

4.4.2a If any teacher or covered member exceeds the deductible for the Platinum Plan, the District will reimburse the teacher the difference in deductibles between the Gold and Platinum Plans. The total reimbursement shall be equal to the actual costs incurred by the teacher up to the amount of the total difference in said deductibles.

4.4.2b Reimbursements will be made by the District to the employee on a quarterly basis.

4.4.3. If the mutually agreed upon health insurance plan offers more than one option regarding coverage, and the teacher (employee) opts for a different plan, the Board shall apply the premium difference between the two options to the dependent coverage or to a supplemental insurance coverage for the teacher. Supplemental insurance is that which has been approved by the Board and is deducted from the teacher's salary.

4.4.4 Under the Board's Internal Revenue Code Section 125 Premium Only Plan, a teacher may elect to allocate dollars for dependent health, vision care, and cancer insurance. These dollars shall be deducted before taxes are figured on income, thus making these premium dollars nontaxable.

4.5 **Tax Sheltered Annuities** - Teachers may participate in tax sheltered annuity programs mutually approved by the parties and within the guidelines established by the Board and as stated in Board Policy 323.

4.5.1 A committee composed of Association members and other interested parties will investigate annuity options available for teachers.

4.6 **In House Substitutes** - If a substitute was unavailable and the principal asks a teacher to cover a class during a preparation period. (s)he will be paid at a rate of \$.50 a minute (based on \$30 per clock hour.) Teachers have the right of refusal.

4.6.1. Reimbursement will be made on a monthly basis.

4.6.2 Teachers will sign a substitute list with the amount of time and date given.

- 4.6.3 The District will not ask co-teachers to leave a co-taught class to be an internal substitute except in a case of an emergency absence for which 24 hours' notice was not practicable or provided.
- 4.7 Reciprocal agreements between teachers that have advanced written administrative approval shall be exempt with no cost or benefit to either party. This agreement will not cover more than 2 periods unless otherwise approved by the building administrator. Teachers who leave the building during the school day shall sign out with the building principal on a form provided in the office.
  - 4.7.1 Failure to comply with 4.7 may result in the teacher losing one-half day sick leave.
- 4.8 **Compensatory Time** – When compensatory time is awarded to a teacher, that teacher may use it according to the following guidelines.
  - 4.8.1 Such time may be used as a personal leave day, sick leave day, or bereavement day as outlined in Article V.
  - 4.8.2 At the time of receipt, the teacher must notify the Central Office and designate how the compensatory time will be used. Options are to use it as defined in 4.8.1 or to be paid at the daily substitute teacher rate of pay.
- 4.9 **After-School Detention** - When teachers are required to supervise after-school detention (which shall be determined using the rotating alphabetical system), they will be compensated at a rate of Fifteen Dollars (\$15.00) per day of supervision. After-school detention at the High School shall be from 3:20-3:50 and at East Prairie shall be from 3:25-3:55. All after-school detentions will require the approval of the Building Principal.

## Article V

### LEAVES

#### 5.1 Sick Leave

- 5.1.1 Each full-time teacher with less than 16 years service to the district shall be entitled to a normal annual allotment of fourteen (14) days sick leave per school year. Each full-time teacher with sixteen (16) years or more years of service shall be entitled to the following normal annual allotment of sick leave:

Years of Service to District	Entitled Allotment of Sick Leave per Year
16	15
17	16
18	17
19	18

20	19
21	20
22	21
23	22
24	23
25	24
26	25
27	26
28	27
29	28
30	29
31	30
32	31
33	32
34	33
35	34
36	35

Sick leave shall be interpreted to mean personal illness, quarantine at home, birth, adoption (placement of adoption not to exceed 30 days paid sick days), or serious illness or death in the immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sisters/brothers-in-law, (and) legal guardians and other extended family members. Exceptions to this interpretation of the immediate and extended family must be approved or denied by the Superintendent. If any teacher does not use the full amount of annual leave allowed, the unused amount shall accumulate without limit.

- 5.1.2 The Board will allow two (2) sick leave days to be used for the purpose of attending a funeral or visitation of a non-immediate family member.
- 5.1.3 Part-time teachers shall have his/her sick leave and any other leaves listed below prorated consistent with their fractional employment status.
- 5.1.4 A statement of accumulated sick leave shall be sent to every teacher no later than October 31 of each school year.
- 5.1.5 A teacher has the option of transferring no more than four (4) days per year of his/her accumulated sick leave to a designated fellow teacher who has exhausted his/her sick/personal leave due to a period of prolonged illness or disability, not to exceed one hundred eighty (180) days per year. Donation is on an individual and voluntary basis. Donated days not used shall not be deducted from the donor's accrual. The Association will develop the process to be used for this sick leave bank.

## 5.2 **Personal Leave**

5.2.1 The Board shall grant two (2) personal leave days each school year without any reason being given under the following conditions:

5.2.1a Personal days may be taken during the first 10 school days or the last 10 school days or the day before or the day after a holiday with the following stipulations:

1. The teacher will reimburse the district for the cost of the substitute pay regardless of substitute necessity.
2. The amount of the substitute pay will be deducted from the teacher's monthly salary.
3. Reimbursement for substitutes will be required only for personal days used under the 5.2.1a subsection.

5.2.1b No more than two teachers shall be absent from each building at any given time. If more than two teachers apply, (s)he will be granted by order of request.

5.2.1c Three (3) days written notice in advance of the leave must be given to the principal.

5.2.1d With the advance written approval of the Superintendent, the above conditions may be waived.

5.2.2 A teacher who does not use the personal leave days will rollover one of the days to the following school year for a maximum accrual of three (3) personal leave days. All other days shall be added to the accumulated sick leave subject to provision 5.2.1.

## 5.3 **Leaves of Absence**

5.3.1 The Board may grant a leave of absence without pay to any teacher in the district for a period not to exceed one year provided such leave would be in the best interest of the district.

5.3.2 Any teacher on a Board approved leave of absence without pay shall be given an opportunity to continue existing medical insurance at his/her own expense provided the insurance carrier permits such coverage. Payment for such coverage must be by the teacher during the first week of the preceding month.

5.4 **Jury Duty/ Subpoena-** Any teacher who has been subpoenaed to appear as a witness or have his/her deposition taken in any school-related matter or in any matter that is not caused by the employee (Good Samaritan Act) in which the teacher does not have an interest adverse to the District, or who has been called to jury duty, shall suffer no loss in salary or employee benefits, provided that all money received, other than actual expenses, shall be turned over to the District.

5.4.1 In situations not covered in 5.4 the teacher may reimburse the District for the cost of the substitute with approval of the Superintendent.

5.5 **Association Leave** - The Board shall grant the Association three (3) days noncumulative leave per year to be used for Association business. The Association shall reimburse the District for the cost of any substitute(s). No more than two (2) teachers will be excused for the same day. A written request for the leave must be submitted to the Superintendent at least one (1) week in advance of the requested leave.

5.6 **Leave of Absence and Salary Schedule Placement** - Teachers on medical leave of absence will advance for one year only on the salary schedule as though they were working. Teachers on other approved leaves of absence (other than medical) shall advance for that year only on the salary schedule provided they have worked more than 120 school days during that year.

5.7 **Conference Leave**

5.7.1 Conference Leave is considered to be leave granted for conferences, workshops, or trainings related to the education field.

5.7.2 Any teacher may request a leave for an educationally related purpose; and, if approved by the administration, any expenses incurred by the teacher incident to such leave and approved by the administration and Superintendent shall be paid by the Board.

5.7.3 All requests shall be in writing and submitted to the appropriate administrator within a reasonable time in advance of the requested leave.

5.7.4 Sections 5.7.2-5.7.4 can be modified if the administration determines that conference attendance is in the best interest of the District.

## Article VI

### OTHER WORKING CONDITIONS

- 6.1 **School Day** - The school day shall consist of the hours between 8:00 a.m. and 4:00 p.m. It is permissible for teachers to leave the building prior to 4:00 p.m. provided there is not a staff meeting, parent conference, or student conference. No teacher shall leave before the buses depart without administrative approval. Teachers who leave during the school day must sign out according to 4.7.
- 6.2 **Duty Free Lunch** - All teachers shall be allowed a duty-free lunch consistent with the provisions of the Illinois School Code, but not less than 39 minutes.
- 6.3 **Preparation Time** - Teacher preparation time shall be no less than the amount of preparation time that was in place during the 2005-2006 school year in each building. In the 2005-2006 school year, the preparation time at North Ward was 75 minutes per day, East Prairie was 78 minutes per day, and the High School was 76 minutes per day. The distribution of preparation time both before and after the dismissal of students shall be consistent with the distribution of time provided during the 2015-2016 school year.
- 6.4 Annually the administration will invite the Association to submit its views on the use and scheduling of institute and school improvement (SIP) days and their views of the school calendar. The Association may also submit its views on the establishment of institute, SIP days, and workshops to earn professional development hours.
- 6.4.1 Institute days Delete, shall include staff meetings and teacher preparation time. Teacher preparation time will be no less than 2 hours of the Institute day. This provision may be waived with approval of the Association.
- 6.4.2 SIP days shall be used for presenters, earning of professional development hours, and other work related to school improvement. This provision may be waived with approval of the Association.
- 6.4.3 Final authorization for the scheduling of institute days and the establishment of SIP days rests exclusively with the Board.
- 6.5 **Grade Level/Departmental Meetings:** If approved by administration, teachers may be given one-half day of release time during each semester for grade level/departmental meetings. The responsibility to request release time rests on the grade level or department level teachers.
- 6.6 **RTI/Differentiated Instruction/PBIS:** The Association will submit, for the approval of the Board, early dismissal dates to be used for the purpose of teacher planning for RTI/Differentiated Instruction/PBIS. These dates will be included as part of the school calendar.

- 6.7 **Class Overload:** Defined as a teaching assignment that results in a loss of prep time. Teachers shall be compensated for the loss of prep time at a rate not to exceed one class period. This rate is based on the teacher's salary.

Examples: 1/8 at Tuscola High School, 1/10 at East Prairie

- 6.8 **Class Size** - The parties agree that the teacher-pupil ratio is one important aspect in the total educational program. A committee composed of up to three (3) teachers, one selected by each building's staff, and up to three (3) administrators and/or board members selected by the Superintendent will meet in April/May and August for input regarding class size and solutions to identified problems. The committee shall make written statement to the Superintendent of Schools and the Board of Education for consideration. Meetings may be called at other times as needed by members of the committee.

6.8.1 For any High School class with an average class size (determined by the average of the class enrollment of the end of the first week of the semester, the end of the first week of the second nine weeks, and the end of the semester) during the semester that exceeds 26, the teacher shall receive a stipend of \$100 per student per class per semester beyond the 26<sup>th</sup> student. Any class period where multiple courses are present in the classroom simultaneously shall count as a single class for purposes of determining the average. This Section 6.8.1 shall not apply to band, chorus, study hall, PE, conditioning or health.

- 6.9 Prior to each board meeting the district shall supply the Association with a copy of the board packet that is part of the Public Records Act. The packet shall be given to the Association president at the same time it is distributed to board members.
- 6.10 A current copy of the Board of Education policy is available on the District website.
- 6.11 Members of the bargaining unit will not be required to administer medications to students or perform medical or health related procedures including, but not limited to, catheterizations or maintenance of tracheotomies except in case of an emergency. In the event of a student medical emergency such as hyper-allergic reaction or trauma, members of the bargaining unit acting reasonably and in good faith shall be indemnified under the district liability insurance policy. As per school code 5/10-22.21
- 6.12 **Faculty Meetings** - Mandatory after-school faculty meetings are limited to one (1) meeting per month. Any additional non-emergency after-school faculty meetings beyond one (1) monthly will be compensated at a rate of Fifteen Dollars (\$15.00) per meeting. This section does not apply to special education meetings, IEP meetings, or other non-building-wide meetings.

## Article VII

### EVALUATION AND DISCIPLINE

- 7.1 **Evaluation** - Teachers shall be evaluated according to the District Evaluation Plan developed by the Joint PERA Committee, Appendix C, and in compliance with the Illinois School Code and Administrative Rules on evaluation. Any changes to the Evaluation Plan must be mutually agreed upon in writing by the Joint PERA committee.

In addition, when the Joint PERA Committee finishes its work, nothing in the Evaluation Plan can be changed without the agreement of the Joint PERA committee.

7.2 **Discipline**

7.2.1 No tenured teacher shall be discharged, suspended or given a written notice of remediation or letter of reprimand without just cause. The specific grounds that form the basis for discharge shall be made available pursuant to Section 24-12 of the School Code.

7.2.2 If a non-tenured teacher is to be dismissed the Association will receive notice at the same time of the pending action.

7.2.3 The teacher will be given an opportunity to address the Board concerning the dismissal.

7.2.4 When a teacher is required to attend a formal conference with an administrator regarding possible disciplinary action, the teacher shall have the right to have an Association representative present.

7.2.5 Any complaint by a citizen, other than an official of the District, deemed legitimate to justify investigation and/or subsequent action of any nature by the administration, shall be brought to the immediate attention of the teacher at the time the complaint is made, provided that such complaint does not constitute an allegation of criminal action. The appropriate administrator shall relate the complaint(s) to that teacher either in written or oral form. If the written complaint becomes a part of the teacher's personnel file, the teacher shall have the opportunity to attach a written rebuttal. When deemed appropriate by all parties involved, teacher-citizen or teacher-citizen-administrator conferences may be scheduled.



## Article VIII

### VACANCIES, TRANSFERS AND NON-RENEWALS

#### 8.1 Vacancies

- 8.1.1 Whenever the Board intends to fill a vacant, full-time bargaining unit position during the school term, the administration shall use electronic mail to post a vacancy notice for a period of five (5) days prior to public posting. With approval of the Association the five (5) days may be waived.
- 8.1.2 Whenever the Board intends to fill a vacancy, other than during the school term, the administration shall send a vacancy notice to the Association President or his/her designee prior to public posting.
- 8.1.3 A vacancy shall occur with the happening of any of the following events:
- Upon the death of a member of the bargaining unit.
  - Upon the retirement of a member of the bargaining unit.
  - Upon the resignation of a member of the bargaining unit.
  - Upon the creation of a new association position which would require an additional bargaining unit employee.
- 8.1.4 Any teacher who desires to fill the teaching vacancy shall submit a letter of interest, in lieu of full application by the application deadline.
- 8.1.5 If any tenured teacher who has written a letter of interest is denied an interview for the assignment or the assignment, (s)he may request a conference regarding the denial from the appropriate administrator.
- 8.1.6 Nothing contained herein shall prohibit the Board from filling a vacancy on a temporary basis so as to avoid undue disruption of the educational program.
- 8.1.7 Extra-duty positions shall be treated separately unless the position is an extension of a teaching position. The superintendent will advertise any extra-duty position, and will notify all certified staff by posting a notice through electronic email.

#### 8.2 Involuntary Transfers

- 8.2.1 When a teacher is involuntarily transferred to another teaching position, the teacher shall be notified 45 days prior to the start of the school year unless an emergency arises. The teacher will be granted a conference, upon request, with his/her building principal to discuss the transfer.

- 8.3 **Reduction in Force:** The Association will receive written notification of any RIF teaching position five (5) days prior to the board meeting in which RIF would be acted upon.

# Article IX

## PERSONNEL FILE

- 9.1 **Official File:** Only one (1) personnel file shall be maintained per teacher in the Board Office. Principals may also maintain a principal's file, either written or electronic, regarding teachers assigned to the principal's building. If any item shall be placed in the teacher's personnel file, the teacher shall have the right to sign the item or document acknowledging that (s)he read the material. A copy thereof shall be given to the employee within thirty (30) days (except items provided by the employee). Any materials relied upon for the suspension or dismissal for cause of a tenured teacher's shall be a part of the Board's personnel file.
- 9.2 **Right to Respond to Material in File:** Within thirty (30) school days following the date or receipt any material is entered into the teacher's personnel file or the principal's file, the teacher shall have the right to respond; and his/her response shall be attached to the file. The immediate supervisor will sign the response acknowledging that (s)he read the material. A copy of the response will be provided to the immediate supervisor.
- 9.3 **Right to Examine Contents:** A teacher shall have the right to examine the contents of his/her personnel file or principal's file during normal business hours upon reasonable request. The teacher may be accompanied by an Association representative during such review, and the administration may have a representative present.
- 9.4 **Removal of Documents:** Each teacher may request to have documents removed after one year with approval of the superintendent. A meeting may be requested to discuss the matter. In the event, a principal is no longer employed by the district, the files kept by said principal shall be purged.

# Article X

## GRIEVANCE PROCEDURE

- 10.1 **Definitions** - Any claim by the Association, a teacher, or group of teachers that there has been an alleged violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.
- 10.2 **Time Limits** - All time limits shall consist of school days, except when a grievance is submitted less than ten (10) days before the close of the current school term, the time limits shall consist of all weekdays.
- 10.3 **Procedures:**
- 10.3.1 The parties hereto acknowledge that it is usually most desirable for a teacher and the teacher's immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the teacher, a grievance may be processed as follows:
- 10.3.2 **Step 1:** The grievant(s) shall present the grievance in writing within twenty (20) days of knowledge of the alleged contract violation, stating the article and clause alleged to have been violated and the remedy sought to the principal involved. In an effort to hear the grievance the principal will convene a grievance meeting with the grievant and his/her representative within ten (10) days of receiving the grievance. The principal shall provide a written response to the grievant within ten (10) days after the grievance meeting.
- 10.3.3 **Step 2:** If the grievant is not satisfied with the disposition of the grievance at Step 1, the grievant may refer the grievance to the Superintendent within five (5) days after the receipt of the Step 1 answer. The Superintendent shall arrange a meeting to take place within ten (10) days after the receipt of the appeal. The Superintendent shall provide a written response to the grievant within ten (10) days after the meeting. Association reserves the right to inform the Board if a mutually satisfactory conclusion is not reached.
- 10.3.4 **Step 3:** If the Association is not satisfied with the disposition of the grievance at Step 2 or the time limits expire without a response, the Association may submit the grievance to the Federal Mediation and Conciliation Services for binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. If a request for a hearing is not filed within thirty (30) calendar days of the date of the Step 2 answer, then the grievance shall be deemed withdrawn.
- 10.3.5 Neither the Board of Education nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party.

- 10.3.6 The arbitrator shall have no power to amend, modify, add to or subtract from this Agreement and shall be limited to a decision based on his/her interpretation of the meaning or application of this Agreement.
- 10.3.7 Each party shall bear the full costs for its representation in the grievance procedure.
- 10.3.8 Each party shall share equally the cost of the arbitrator and the Federal Mediation and Conciliation Services. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Association.

**10.4 Grievance Assistance**

- 10.4.1 Both parties agree that each shall have a right to choose its own representation during the grievance procedure.
- 10.4.2 If the Association, and the Superintendent agree, Step 1 of the Grievance Procedure may be bypassed and the grievant brought directly to Step 2.
- 10.4.3 If no written response has been rendered by the appropriate administrator within the time limits indicated by a step, then the grievance may be processed to the next step.
- 10.4.4 No reprisals shall be taken by the Board or the Administration against any teacher because of his/her participation in a grievance.
- 10.4.5 A grievance may be withdrawn at any level without establishing a precedent.

## **Article XI**

### **EFFECT OF THE AGREEMENT**

- 12.1 The parties mutually agree that the terms and conditions set forth in this Agreement are fully and completely understood by the parties hereto which may be altered, changed, added to, deleted from, or modified only through written, voluntary, and mutual consent of the parties. The Association in no way waives any rights that it otherwise has by law.
- 12.2 The Association agrees that during the effective dates of this Agreement, it nor any of its members, shall strike or withhold services to the district.
- 12.3 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, the article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.
- 12.4 This Agreement shall be effective as of, midnight of day before the first workday of the 2015-2016 school year and shall continue to be in effect until midnight of the day before the first workday of the 2018-2019 school year.
- 12.5 Upon written demand of either party prior to May 1 of the final year of the Agreement, negotiations for a successor Agreement shall commence.

This Agreement is signed on Monday, July 25, 2016.

IN WITNESS THEREOF:

For the Tuscola Education Association

Jeannie Craddock  
Janice Fogerson  
Kim Miller  
Trixie Flavin

Mrs. Jeannie Craddock, President

Mrs. Janice Fogerson, President

Mrs. Kim Miller, Secretary

Mrs. Trixie Flavin, Treasurer

For the Board of Education, School District No. 301

Khristi Boyer  
Craig Romine

Mrs. Khristi Boyer, President

Mr. Craig Romine, Secretary