

**AGREEMENT
BETWEEN THE
TAHQAMENON AREA SCHOOL DISTRICT
AND THE
TAHQAMENON AREA EDUCATION ASSOCIATION**

July 1, 2016 - June 30, 2017

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AGREEMENT

This Agreement is entered into, by and between the Tahquamenon Area School District, through its Board of Education, hereinafter called the "Board," and the Tahquamenon Area Education Association/Northern Michigan Education Association hereinafter called the "Association."

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified teaching personnel traditionally included under contract, on leave, on a per-diem basis, employed or to be employed by the Board, but excluding the superintendent, secondary principals, elementary principals, and all other supervisory and executive personnel.
- B. Unless otherwise indicated, the term "teachers" or the term "employees" as used herein, shall refer to all employees in the unit for bargaining as defined above. References to male teachers will include female teachers.
- C. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.
- D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under Michigan Law. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

TEACHER RIGHTS

- A. Pursuant to Act 379 of the Public Acts of 1965, known as the Public Employment Relations Act ("PERA"), the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by PERA or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of the teacher's membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board specifically recognizes the right of its employees to appropriately invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency appointed pursuant to the provisions of the Agreement.
- C. The Association and its members shall have the right to use school building facilities and communications equipment at all reasonable hours for meetings as permitted by Board policy. Bulletin boards shall be made available for Association business but not accessible to the students.
- D. The Board agrees to furnish to the Association, in response to reasonable requests, from time to time, all available information concerning the financial resources of the district.
- E. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

- F. Each teacher shall have the right, upon request, to review the contents of his own personnel files maintained at the teacher's school or at the Administrative Building. A representative of the Association may, at the teacher's request, accompany the teacher in this review. The review may be made in the presence of the person responsible for the safekeeping of these files.
- G. All communications, including evaluations by administrators, commendations, and validated complaints directed toward the teacher, which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion.
- H. Any verbal or written complaint directed toward a teacher shall be promptly and privately called to the teacher's attention unless prohibited by law, within five (5) working days after receipt of the complaint. In those instances where a situation requires a conference between the teacher, parent, administrator or any other parties of interest, the conference will be held within (5) working days from receipt of the complaint at a site separate from the teacher's classroom. The conference will be held at a mutually agreed upon time and when teaching duties will not be interrupted. The board and the Administration shall not address any complaint against a teacher beyond the principal's level unless it is in writing. This paragraph is not intended to limit the district's responsibilities when the health or welfare of a child or other person is endangered or where otherwise required by law.
- I. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined. All such reprimands, warnings, or disciplinary actions shall be made in writing which shall include the date or dates of the alleged actions forming the basis for the complaint- the identity of persons involved and any witnesses if known. If a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. Such action must take place within one (1) school week. No bargaining unit member shall be disciplined without just cause.
- J. Standard for Discipline
1. Bargaining Unit Members Not Subject to the Michigan Teacher's Tenure Act
Bargaining unit members who are not subject to the Michigan Teacher's Tenure Act, including, but not limited to, Occupational Therapists, Physical Therapists, Speech Therapists, Nurses, School Social Workers, or Teacher Consultants (Act IV Public Acts, Extra Session of 1937 of Michigan, as amended) shall not be disciplined, reprimanded, or reduced in rank, compensation, or advantage without just cause. The Board agrees to follow the accepted practice of due process.
 2. Employees Subject to the Michigan Teacher's Tenure Act
Bargaining unit members who are subject to the Michigan Teacher's Tenure Act shall not be disciplined, reprimanded, or reduced in rank, compensation, or advantage for a reason that is arbitrary or capricious. The board agrees to follow the accepted practice of due process.
- K. The Board recognizes its responsibility to continue to give administrative backing and support to its teachers, although each teacher bears the primary responsibility for maintaining proper control and discipline in the classroom. The teachers recognize that all disciplinary actions and methods invoked by them toward students shall be reasonable and just, and in accordance with established state law. It shall be the responsibility of the teacher to report to his principal the name of any student, who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.
- L.
1. Any case of alleged assault upon a teacher will be promptly reported to the Board or its designated representative as required by law. This decision will be communicated to the teacher concerned.

2. If the assault occurred on school property by an adult person who is not a pupil, the Administration will promptly report the incident to the proper law enforcement authorities.
 3. In either case (pupil or non-pupil adult) the Board will render assistance to the teacher in connection with handling of the incident by law enforcement, legal and medical authorities. "Render assistance" and "handling of the incident" shall not be construed to require financial expenditures by the board.
- M. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property of pupils and the Board, but shall not be responsible for loss or damage to any such property when such loss or damage is not due to the negligence of the teacher.
- N. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.
- O. In the event a person makes a Freedom of Information (FOIA) request to obtain a copy of the teacher's personnel file or other similar information, the teacher shall, as soon as possible, within the FOIA timelines, be given a copy of the written FOIA request. Every effort will be made, within the FOIA timelines, to give the association member the opportunity to review the materials that will be given.

ARTICLE III SCHOOL BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law and the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing right:
1. To the executive management and administrative control of the school system and its properties and facilities.
 2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.
 3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students all as deemed necessary or advisable by the Board.
 4. To approve the means and methods of instructions, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
 5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching school activities, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

**ARTICLE IV
TEACHER AND ASSOCIATION RESPONSIBILITIES**

- A. It is the responsibility of the Association and its representatives and its members to honor Board policies and administrative regulations which are not in violation of this contract provided that this contract does not supersede board policies concerning prohibited bargaining subjects.
- B. Association agents who are not employees of the District must secure permission of the building principal before contacting local representatives of the teachers' bargaining unit during school hours.
- C. The Association and its members agree to notify the Board in writing as soon as possible of their intention to terminate employment with the District. The Board agrees to pay the negotiated fringe benefits for July and August if the employee is not covered by another plan.

**ARTICLE V
TEACHING HOURS**

- A. The teacher's normal teaching hours in the schools shall be as follows:
 - 1. Teachers will arrive no later than 7:50 am
 - 2. Teachers will leave no earlier than 2:50 pm
 - 3. The student instructional day will be from 8:00 am to 2:47 pm
- B. The normal weekly teaching load in the middle school and senior high school will be twenty-five teaching assignments, not to exceed (5) periods per day and a minimum of five (5) conference periods (Teachers teach five periods of a six period day, with one preparation period and 30 minutes for lunch concurrent with the student lunch). A study hall shall be considered a teaching assignment. The normal teaching load in the elementary schools shall not exceed twenty-six (26) hours and twenty-five (25) minutes per week student contact time, which includes instruction and supervision.
- C. All elementary teachers not taking a compensatory voluntary duty shall be entitled to a thirty (30) minute duty free uninterrupted lunch period.
- D. A teacher directly involved in negotiation during the school day, negotiating on behalf of the Association with any representative of the Board, or participating in any professional grievance negotiation, shall be released from regular duties without loss of salary.
- E. Teachers of music, art, physical education and laboratory sciences, librarians, counselors, and all special education teachers shall be provided preparation time to the same extent as other teachers in the District.
- F. If a substitute is not available for special teachers and the regular teacher is required to be responsible for supervision of his/her students during this time, the regular teacher will be compensated at the internal substitute rate as specified in Article XII of this agreement.
- G. The teachers of the Tahquamenon Area Schools shall make themselves available for the following:
 - i. Two three-hour parent-teacher conferences per year and a one-hour fall open house per year. The date for the fall open house will not be more than two weeks prior to the start of the school year unless mutually agreed upon by both the Board and the Association.
 - ii. One 60 minute staff meeting per month (8 total) to be conducted after 2:50 pm.
 - iii. One 90 minute delayed start per month (9 total) for staff meetings; teachers will arrive at regular time and classes will start at 9:30 am.

- iv. Staff will be notified of the complete schedule of dates for all of the above items by the first day of the school year.

- H. All elementary teachers shall be granted prep time when students are attending specialized instruction. In the event that staffing makes any such arrangement impossible, the regular teacher shall receive compensation for such time at the internal substitution rate as specified in Article XII of this Agreement.

ARTICLE VI NEGOTIATION PROCEDURES

Not later than March 1 of the final year of this Agreement, the Association may serve notice of intent to begin negotiations for a successor Master Agreement covering wages, hours, terms and conditions of employment. If the parties fail to reach agreement during collective bargaining, either party may petition the Michigan Employment Relations Commission for the implementation of its impasse procedures.

ARTICLE VII TEACHING ASSIGNMENTS

Since pupils are entitled to be taught by teachers who are working within their area of competence, teachers shall not be assigned, except temporarily and/or for good cause, outside the scope of their teaching certificates or their major or minor field of study.

ARTICLE VIII TEACHING CONDITIONS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education that is the goal of both teachers and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- B. Because the pupil-teacher ratio is an important aspect of an effective education program, the Board will make a continuing effort to meet the following pupil-teacher ratios:

1. ELEMENTARY SCHOOL

At the request of the individual teacher involved with the alleged overload, the class load will be re-examined by the administration and adjustment considered in light of the following possible solutions:

- a. Split grade
- b. Transfer of students
- c. Ungraded
- d. Transition group
- e. Platooning grades
- f. Teacher paraprofessional

A review committee will become operative at such time as a teacher makes a request for a review of an elementary class load. This committee will be composed of: three (3) teachers selected by the T.A.E.A. and three (3) administrators selected by the superintendent, who shall meet to establish appropriate alternatives if merited by the situation, a decision to be rendered within ten (10) working days. The committee decision shall be final and impasses will not be considered a decision.

2. MIDDLE SCHOOL

At the request of the individual teacher involved with the alleged overload, the class load will be re-examined by the administration and adjustment considered in light of the following possible solutions:

- a. Split grade
- b. Transfer of students
- c. Ungraded
- d. Transition group
- e. Platooning grades
- f. Teacher paraprofessional

A review committee will become operative at such time as a teacher makes a request for a review of a middle school class load. This committee will be composed of: three (3) teachers selected by the T.A.E.A. and three (3) administrators selected by the Superintendent, who shall meet to establish appropriate alternatives if merited by the situation, a decision to be rendered within ten (10) working days. The committee decision shall be final and impasses will not be considered a decision.

3. HIGH SCHOOL

In high school the Board will continue its efforts to comply with the standards of the North Central Association. A review committee will become operative at such time as a teacher makes a request for a review of a high school class load. This committee will be composed of: three (3) teachers selected by the T.A.E.A. and three (3) administrators selected by the Superintendent, who shall meet to establish appropriate alternatives if merited by the situation, a decision to be rendered within ten (10) working days. The committee decision shall be final and impasses will not be considered a decision.

- C. The Board shall furnish without charge all special clothing and safety equipment not usually worn as street clothes and used by teachers in performing their duties in physical education and laboratory courses. The Board shall also provide without charge laundry services for said clothing.
- D. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties will continue to confer from time to time for the purpose of improving the selection and use of such educational tools and the Board will take under advisement decisions thereon made by its representative and the Association. The Board agrees at all times to keep the schools reasonably and properly equipped and maintained while recognizing that the board's financial limitations will impact all aspects of operations.
- E. When funds are available for this purpose, the Board agrees to engage paraprofessionals in the high school, middle school and elementary schools. These paraprofessionals will work only under the supervision of the teacher in charge.
- F. The Board shall make available in each school adequate rest room and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.
- G. Telephone facilities shall be made available in teachers' lounges in the high school, middle school and elementary school for their exclusive use.
- H. Adequate parking facilities shall be made available to employees for their exclusive use.
- I. If a majority of the teacher faculty in any single school building believe that there exists a problem or situation, which could be construed to be detrimental to the education process, they shall present to the building administrator a prospectus identifying the problem/situation and recommending a solution(s). The administrator shall within fourteen (14) days present to the submitting faculty his/her recommendation for the solution of the problem/situation. If the faculty feels that this solution is inadequate, they may appeal the decision to the Superintendent, who shall within twenty (20) days present the solution to the faculty. If

this solution is inadequate, the faculty may present an appeal to the Board of Education. The Board shall make a decision not later than the second official regularly scheduled meeting following the appeal of the faculty. The decision of the Board will be final and binding on all parties.

- J. Elementary teachers shall not be required to attend to normal clerical responsibilities associated with the grading of standardized tests.
- K. The teaching staff shall be allowed the equivalent of one day per teacher per -year to attend a professional conference in the area of the teacher's teaching responsibility at Board expense. Conference requests require advance approval of the building principal/program administrator. The administration reserves the right to limit the number of teachers attending conferences to ensure school staffing responsibilities.
- L. No regularly assigned teacher will be required to serve as a substitute teacher without his/her consent. If a teacher agrees to serve as a substitute, he will be compensated at the internal substitute rate as specified in Article XII of this Agreement.
 - 1. A teacher may receive one (1) hour of banked time in lieu of one (1) hour of substitute pay. Five (5) hours of banked time shall entitle the teacher to one (1) business day. A teacher shall accumulate no more than three (3) five hour days of banked time. Fractions of a full day of banked time shall be computed as follows:

One (1) hour of banked time equals two-tenths (.2) of one (1) business day. Any banked time accumulated up to two (2) full days and any fraction of a day plus any time accumulated during May or June, may be carried over into the following year. Time carried forward from a previous year must be use as compensation time or be taken as substitute pay by May 1, of the subsequent year.
 - 2. Teachers may use comp time by the day or half day or by the hour if an internal sub is available.
 - 3. Any teacher choosing to be paid for comp time will be paid for both whole and fractional hours credited.
- M. In the event a change in noon hour scheduling is proposed in the elementary school, a committee composed of the Elementary Coordinator, Building Administrator (if applicable) and three Elementary Teachers as selected by the Association will meet to discuss and resolve any potential problems. The committee shall be convened by the Elementary Coordinator and the Association committee members shall be identified in writing.
- N. Teachers in the Tahquamenon Area School System who are have requested or have approval of administration to attend a summer workshop either in their major field of teaching or the field of their current teaching assignment will be reimbursed for registration fees, special equipment fees, and room and board when he returns for the new school year. Reimbursement will be made upon documentation of the expenses incurred with payment to be made on or before the first payday of October or sixty (60) days after said documentation has been submitted to the Board. Administrative approval for reimbursement of expenses must be obtained prior to attendance at a workshop.

O. LEAST RESTRICTIVE ENVIRONMENT

The Board and the Association acknowledge that the policy of least restrictive environment is legally mandated and intended in the best educational interest of the student. Accordingly, the parties who would fit legal requirements which would involve the use of an Individual Educational Planning Team (IEPT) for placement in the regular classroom must be appropriate to the student's unique needs as determined by an IEP on an individual basis. For the purpose of this section, such students shall be referred to as "mainstreamed students."

- 1. Any member who has a reasonable basis to believe that a mainstreamed student assigned to that member has a current IEP report that is not meeting the student's unique needs as required by law or whose behavior is physically or verbally abusive towards others and disruptive to the learning environment, should promptly notify the administration.

2. The following conditions shall apply to placement of mainstreamed students in general education classrooms:
 - a. Any member who will be providing instructional or other services to a mainstreamed student in a regular education classroom setting shall be invited to participate in the IEPT which may initially place (or continue the placement of) the student in a regular education classroom. When invited to such an IEPT, the member will make a reasonable attempt to attend the IEPT and, when it is requested, will provide written input to the IEP (or the Multi-Disciplinary Evaluation Team Report to be presented to the IEPT).
 - b. In instances where it is not possible to identify in advance of an IEPT general education teachers who ultimately will have mainstreamed student(s) assigned to their classroom(s), meetings will be convened with such general education teachers as soon as possible following the beginning of the school year to explain the conclusion of the IEPT and to provide for the teacher to have input.
 - c. The district shall make every reasonable effort to provide the receiving teacher(s) with necessary support identified in the IEP, including paraprofessionals, materials and other related services.
 - d. The administration shall provide, prior to such placement whenever possible, in-service training and awareness information to the teacher(s) regarding the instruction and behavioral management of such mainstreamed students in the regular education classroom setting, including but not limited to, the differing approaches, problems, and techniques to be utilized with varying physical, mental, emotional, and behavioral conditions as are likely to be faced in the given situation. Such training and information shall be provided at board expense and shall be mutually arranged with the teacher(s) to be involved. If such prior training and information are not possible, the training and/or information will be provided as early as can be arranged after placement has occurred.
- P. Teachers shall be made aware, as soon as possible, as specified by law and with parental consent, of any special needs or medical requirements or considerations of any students assigned to his classroom(s).

**ARTICLE IX
VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Whenever any vacancy in any professional positions in the district shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Association and by posting copies of such written notice on all faculty lounge bulletin boards.
 1. During the summer, the Board shall maintain a "Job Posting Hot Line" by furnishing the Association with a telephone number. Members calling this number will hear a recorded message giving information on all current job postings. This message will be updated as necessary by 10 a.m. local time. The member may then call a designated number for additional details and to inform the Board of his/her intention to apply for the posted position. The member must confirm the telephone application in writing within seven (7) working days.
- B. Any qualified teacher may apply for such vacancy.
- C. Since the frequent transfer of teachers from one teaching assignment or from one school to another is disruptive of the educational process and interferes with optimum teacher performance, the parties agree that unrequested transfers of teachers are to be minimized and avoided whenever possible. This provision will be understood to also apply to special education teachers responsible for co-teaching a regular education classroom.

- D. All teachers shall be given written notice of their schedules for the forthcoming year no later than July 15, if possible. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. The administration will make reasonable efforts to avoid changes in teachers' schedules later than the 15th day of August preceding the commencement of the school year. For example, such changes shall be necessitated by the departure of a faculty member or a change in courses offered in the system or comparably unforeseen emergency.
- E. If, in the opinion of the Board, transfers are found to be necessary, the teacher will be notified and consulted by their principals as soon as practicable. In the event such transfers are necessary, lists of available positions in other schools in the District shall be posted as previously stated.

ARTICLE X SENIORITY

For purposes of this Article, seniority is defined as length of continuous teaching service (Continuous teaching service shall be defined as the number of regular paid days under contract) in the Tahquamenon Area Schools. Seniority shall begin with the first day of regular employment within the bargaining unit.

Where years of service and certification are identical, the tie will be broken by lottery. The Association President will set a meeting in which the members' names will be placed in a container. The affected members will be present along with a witness from the District. Another Association Officer will draw names. The first name drawn will be entered on the list first, and so on, until all names are ranked. Such ranking will continue from year to year.

An approved leave will not constitute a break in seniority or continuous years of service. Seniority will accrue during paid leaves. Seniority will not accrue during unpaid leaves or lay-off periods. All seniority is lost when employment with the district is severed by resignation, retirement, or discharge.

Teachers transferring to the administration shall retain full seniority rights earned as members of the Tahquamenon Education Association for a two (2) year period. Their seniority will cease to accrue upon such transfer. Upon returning to a teaching position beyond the two (2) year period the teacher's placement on the salary schedule will reflect their total years of service with the district. However, they will be at the bottom of the Association Seniority list.

ARTICLE XI GRIEVANCE PROCEDURE

- A. Definitions:
 - 1. A "grievance" is a claim based upon an event or condition, which affects the conditions of the circumstances under which a teacher works, allegedly caused by misinterpretation or inadequate application of the terms of this Agreement.
 - 2. The term "teacher" may include any individual teacher, or a group of teachers who are certified and who are members of the bargaining unit.
 - 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the problem.
 - 4. The term "days" when used in this section shall, except where otherwise indicated, means working school days.
 - 5. Any matter involving a prohibited bargaining subject is not grievable.

B. Purpose:

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of either party having a complaint, to discuss the matter informally with the other party.

C. Structure:

1. There shall be one or more Association Representatives for each school building to be selected in a manner determined by the Association.
2. The building principal shall be the administrative representative when the particular grievance arises in one building.
3. The Board hereby designates as its representative the Superintendent of the Tahquamenon Area Schools when the particular grievance arises in more than one building.

D. Procedure:

In the event a grievance is filed on or after the first day of June, it shall be resolved by the first of July of the current school year.

1. Level One

A teacher who has a grievance should promptly, and in no event later than ten (10) days after occurrence or within ten (10) days after the grievance may reasonably be known to exist, discuss the matter with his/her principal either individually or with his Association Representative, with the objective of resolving the matter informally. The principal shall make his decision known within three (3) days.

2. Level Two

In the event the grievance is not satisfactorily resolved at Level One, the grievant or the Association Representative shall file the grievance in writing with the Superintendent of Schools within five (5) days after the decision at Level One. The Superintendent will then schedule a meeting with the grievant and the Association Representative within five (5) days of the filing of the grievance. The Superintendent will then have ten (10) days to determine the grievance and to provide a decision upon the grievance.

3. Level Three

If the grievance has not been satisfactorily resolved at the Superintendent's Level, the grievant or his Association Representative shall have five (5) days from the date of receipt of the Superintendent's decision to file a written request with the School Board for a Board hearing upon the grievance. Upon receipt of a request for a Board hearing, the Board shall place the grievance upon its next regularly scheduled agenda or it may, at the convenience of the parties, schedule a special meeting to deal with the grievance. The Board shall announce its decision on the grievance at the conclusion of its hearing unless an alternative time limit is established by the parties.

4. Level Four

In the event that the grievance is not satisfactorily resolved at Level Three within five (5) days or if no disposition has been made within the period provided, the grievance may be submitted to an arbitrator selected by the American Arbitration Association for binding arbitration on the language of the agreement in accord with the rules and procedures of the American Arbitration Association. The cost of the arbitration shall be divided equally between the Board and the Association.

E. Right to Representation:

Any party in interest may be represented at all meetings and hearings at all steps and stages of the Grievance Procedure by another teacher or another person. Provided, however, that any teacher may in no event be represented by an officer, agent, or other representative of any organization other than the Association. Provided further: when a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance process, except where the grievance involves only questions of a fact peculiar to the individual grievant.

F. Miscellaneous:

1. During the pendency of any proceedings and until a final determination has been reached, all grievance proceedings shall be private to the extent required or permitted by law and any preliminary dispositions will not be made public without the agreement of all parties involved. Any grievance proceeding at the Board Level will be subject, however, to the Open Meetings Act.
2. There shall be no reprisals of any kind by administrative personnel taken against any-participant in the grievance procedure.
3. All documents, communications and records dealing with a Grievance Procedure shall be filed separately from the personnel files of the participant.
4. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having it adjusted without interventions of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

**ARTICLE XII
TEACHER COMPENSATION**

- A. The salaries for the term of this Agreement are established in Appendix A to this Agreement.
- B. The salary schedule is based on a teachers working the equivalent of one hundred seventy-eight and one half (178.5) days within a one hundred eighty (180) day calendar. Rates of pay for extra duty, not of an extracurricular nature, except as otherwise specified in this Agreement, shall be as follows:
- i. Teachers who agree to teach an extra period on a regular basis will be compensated at a pro-rated rate of one-sixth of their current salary.
 - ii. Teachers who agree to serve as an internal substitute will be compensated at the rate of \$25 per hour.
- C. Compensation for extracurricular activities is appended to this Agreement in Appendix B.

ARTICLE XIII
LEAVE PAY

- A. All teachers absent from duty because of personal illness, to attend the funeral of a friend, or for any other approved reason, shall be granted eleven (11) days sick leave per year without loss of pay. This shall be accumulative from year-to-year to two hundred (200) days. Any teacher having an accumulation of at least two hundred (200) days at date of retirement shall be compensated at the rate of ten (\$10.00) per day for each unused sick day earned and unused in excess of the two hundred (200) days.
- B. Any teacher who is absent from duty because of an injury or illness compensable under Michigan Workers Compensation Act shall receive from the Board the difference between the allowance, under the Workmen's Compensation Law and his regular net salary, for the duration of the disability, with no subtraction of the employee's recognized sick leave.
- C. The teachers shall be allowed three (3) personal days each, which shall be taken at the discretion of the teacher, subject to the following conditions:
1. The teacher shall give three (3) school days' notice, except in case of emergency.
 2. No more than three (3) teachers in the district may take personal days on the same date unless approved by the administration.
 3. Personal days shall be issued on a first come, first served basis.
 4. In the event that three (3) teachers have made application for business days on one date and an additional teacher or teachers request a day because of an emergency, the additional teacher or teachers shall be granted said day.
 5. Personal days are not cumulative from one year to the next. Unused personal days shall be credited to the individual's accumulated sick days.
 6. Requests immediately preceding and following vacation periods must have administrative approval - Thanksgiving, Christmas, Easter, and Memorial Day.
- D. Up to four (4) teachers as authorized by the Association shall be released from regular duties without loss of salary up to three (3) days during the school year for the purpose of participating in regional or state meetings of the Michigan Education Association.
- E. The Board of Education agrees to grant two (2) days of leave for up to two (2) people upon request for the position of Representative Assembly Delegate. The Board also agrees to provide an additional four (4) days leave for this office upon request if a certified substitute is available. The Board also agrees to an additional four (4) days upon request for this office if a certified substitute is available with the teachers' Association reimbursing the school board the full cost of the substitute wages. Finally, the Board agrees to grant the T.A.E.A. President or designee an additional four (4) days leave to conduct association business. For these four (4) days, the association will pay for a certified substitute to replace the president or designee. Association members will provide no less than 24-hour notification of leave request.
- F. The Association president may have the discretion of establishing the time for his/her duty free lunch period.

**ARTICLE XIV
RETIREMENT**

A. Severance Benefits

Upon the

- * death
- * retirement of a teacher who has served at least ten (10) years in the Tahquamenon Area School system and qualifies for regular, early or deferred retirement under MPSERS, or
- * layoff due to necessary reduction of personnel and having a minimum of ten (10) years in the Tahquamenon Area School system, an employee or his estate shall receive one-half (1/2) of the employee's accumulated sick leave up to the maximum of two hundred (200) days, or two hundred fifty dollars (\$250.00), whichever is the greater amount. The daily value of sick leave is to be calculated by dividing the annual salary by the days covered under the length of contract as indicated on the Teacher Tenure Contract of Employment for the year in which he/she dies, retires or is laid off. The maximum amount of sick pay benefits to be paid shall not exceed twenty thousand (\$20,000) dollars. At the retiring teacher's discretion, this sum may be spread in equal, yearly installments over a period of not more than three (3) years.

B. Retirement Incentive: (NOT effective for teachers hired after June 30, 2004)

This section will be in effect for any teacher who was under contract at any time prior to June 30, 2004:

- * has attained the age of 50, or
- * is less than the age of 50 but meets eligibility requirements for full retirement under the MPSER's rule of any age with at least 30 years of service and who has served at least ten (10) years in the Tahquamenon Area School System shall be eligible to retire and receive the following benefits from the Tahquamenon Area Schools.

1. For each year of service in the Tahquamenon Area Schools the teacher shall receive an annual stipend of 0.5% of his/her highest salary for each year of teaching. The highest salary is defined as the highest earnings associated with the hours reported on the MPSERS Quarterly Detail Wage Report during the fiscal year period of July thru June. This stipend shall be reduced each year after retirement by 1.5% until the employee shall reach the age of 65 or until the employee begins drawing his/her own social security benefits, whichever comes first.
2. For each year of service, the teacher shall be entitled to an annual allowance of 4% of the teacher's annual insurance premium deducted for the appropriate insurance program provided through the Michigan Public School Employees Retirement System (MPSERS) for retired teachers.

The Board shall pay the teacher the amount deducted from the teacher's pension up to the percentage determined in sentence one. In no case shall the health insurance allowance paid by the Board exceed 100% of the amount deducted from the teacher's pension for the appropriate program (Self; Self & Spouse; Self & Children; or Self, Spouse, and Children). No health insurance allowance shall be given to the teacher not enrolled in one of the above-mentioned programs offered through MPSERS. This benefit shall continue for a period of ten (10) years or until the employee shall begin to draw his/her own social security benefits, whichever comes sooner.

3. Retirement payment under this provision requires one (1) semester advance notice to receive payment on the employee's last regular pay period of the school year.
4. If an employee does not give one (1) semester advance notice, the employee shall receive payment on the last school pay period of the school year in which the employee retires.

**ARTICLE XV
LEAVES OF ABSENCE**

- A. The following shall apply to all leaves of absence granted under this section:
1. Upon return from such leave the employee shall be assigned to the same position if available, or to an equivalent position for which he is qualified and he shall receive credit toward annual salary increment on the salary schedule. However, consideration will be given for special relationships not included in this definition.
 2. Any regular employee who is conscripted into the defense forces of the United States for service or training shall be granted military leave.
 3. The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a leave of absence of not more than two (2) semesters for exchange teaching (Finances to be arranged between the two school systems). The applicant shall submit and have approved in advance, by the Superintendent, a plan for an exchange of teaching services which will show the benefit to both the applicant and to the school system. A final report shall be filed with the superintendent upon return from leave of absence for exchange teaching.
 4. Leaves of absence without pay shall be granted upon application for the following purposes:
 - a. Study related to the teacher's area of certification or teaching field.
 - b. With the Board's approval, study, research, or special teaching assignment involving probable advantage to the school system.
 5. Teachers who are elected officers of the Michigan Education Association or the National Education Association or are elected to its executive board, should, upon proper application, be given leave of absence for a period of one (1) year, without pay, for the purpose of performing duties for the Association.
 6. A teacher who has been employed by the School District for at least seven (7) years may apply for a sabbatical leave. No more than one (1) teacher or one percent (1%) of the teaching staff, whichever is greater, may be accepted for sabbatical leave. The sabbatical leave shall be governed by the following guidelines:
 - a. The teacher shall submit to the Board a proposed plan of study. He must also submit reports at the beginning and end of each semester or term, indicating the courses that he has enrolled in, and establishing that he has actually completed the courses. The study must be in the teacher's major field or in his area of teaching.
 - b. The teacher may borrow up to 2/3 of the amount of his regular salary from some lending institution. The terms of the loan shall be that it shall be for four (4) years duration and no payment shall be due during the first year. If the teacher returns to the school district following his study, the Board agrees to pay 1/3 of the remaining loan plus all interest due for each year the teacher remains in the system up to a maximum of three (3) years.

B. The following shall apply to all leaves of absence granted under this section:

Unless otherwise stated in provisions of this section or as otherwise provided by law, an employee on leave or his/her legal representative shall provide written notice of intent to return to work to the Board at least sixty (60) days before the end of the semester prior to the employee's return. Should such notice not be provided, the board may take actions necessary to fill that employee's position. In approving a leave of absence the board will notify the employee, in writing, of the due date for notice of intent to return.

Upon return from such leave the employee shall be assigned to the same position if available or to an equivalent position for which he is qualified. Credit toward annual salary increments will not be given.

1. Any employee whose illness extends beyond the period of time covered under Article XIV shall be granted additional leave of absence, without pay, for such time reasonable as is necessary for recovery from such illness. Upon return from such leave the employee shall be required to present a statement of mental and/or physical competence to resume his duties.

2. CHILD CARE LEAVE

Child care leave without pay is available to all teachers upon request of the teacher consistent with requirements of the Family and Medical Leave Act. The length of the leave shall not exceed one year, renewable at the discretion of the Board.

3. The Board shall grant a leave of absence without pay to any teacher to campaign for himself, or serve in a public office.

4. UNPAID LEAVE

The Board of Education may grant unpaid leaves of absence to tenured teachers upon request. Whenever possible such request shall be made to the Board at least forty (40) days prior to the anticipated beginning of said leave. The teacher will retain all accrued benefits.

5. LEAVE-ELECTED PUBLIC OFFICIALS

Those persons holding elected public office shall be granted one additional personal business day to deal with emergencies. In addition, one additional day may be granted, if verified, to attend a meeting required by the nature of the elected office, provided the teacher will reimburse the school system for the cost of the substitute teacher's salary.

C. Leave of absence with pay not chargeable to the teacher's allowance of sick days shall be granted for the following reasons:

1. A maximum of five (5) days per school year for a death to attend the funeral and/or make necessary related arrangements in the immediate family or spouse's immediate family shall be available to the teacher. The immediate family shall be defined as husband, wife, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, grandchildren, brother, sister, and any other relative or non-relative living and making his/her home in the teacher's household.

2. Absence when a teacher is called for jury service, less per diem allowance.

3. Court appearance in any case connected with the teacher's employment and the school or whenever a teacher is subpoenaed to attend any proceeding except when these appearances involve moral turpitude on the part of the employee.

4. Approved visitation at other schools or attending educational conferences or conventions, including Association meetings.

5. Time necessary to take the selective service physical examination.

D. Sick Bank

1. Participation is voluntary
2. Participating members shall initially contribute two (2) days per member
3. Board shall initially contribute ten (10) days
4. Limit on number of days possible to be drawn.
 - a. Thirty (30) days for tenure teachers.
 - b. Twenty (20) days for probationary teachers.
5. Maximum number of days in bank: two times the number of enrolled teachers plus ten.
6. Minimum: one times the number of enrolled teachers.
7. Replenishment of bank:
 - a. One (1) day times the number of enrolled teachers.
 - b. The Board shall contribute ten (10) days
 - c. The days in the bank may be replenished once in each fiscal year.
8. Use of the bank is restricted to that time when an employee has exhausted his/her own personal sick leave. The sick leave bank shall be used only for the illness of the member.
9. Administration of sick bank time shall be vested in a committee of six members as follows:
 - a. One (1) Building representative from each member school and the Association president or his/her designee (4).
 - b. Two (2) chosen by administration or Board (2).
10. Application Process
 - a. Any member who wishes to borrow days from the Sick Leave Bank shall complete a written application.
 - b. The Sick Leave Bank Committee shall review the application. The SLBC may request the member or his/her representative to meet with the SLBC for additional information.
 - c. The SLBC may request the applicant to provide doctor/health care professional verification.
 - d. The SLBC may request a second opinion from another doctor/health care professional as chosen by the Committee. The second opinion shall be at the expense of the applicant.
 - e. The approval or denial of a member's request shall be provided, in writing, to the applicant.
11. Any member who borrows days from the Sick Leave Bank shall, upon return to work, contribute a minimum of 1 additional day each year to the Sick Leave Bank until he has repaid the number of days borrowed from the Sick Leave Bank.
12. Any member who does not return to work shall not be responsible for repaying any days to the Sick Leave Bank.

13. Beginning in the 2010-2011 school year, a member of the Sick Bank shall be limited to borrowing thirty (30) days over a consecutive five (5) year period of time. The five (5) year period begins on the first date a day is borrowed from the Sick Bank. Five (5) years from the original borrowing date a new five (5) year period begins, at which time another thirty (30) days would be available over a consecutive five (5) year period of time.
14. Effective with the 2003-04 Master Agreement any teacher who borrows days from the Sick Leave Bank shall upon retirement from the district repay those days to the Sick Leave Bank before the computation of severance pay benefits.

ARTICLE XVI MISCELLANEOUS PROVISIONS

- A. The Board of Education will continue to attempt to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call one (1) hour prior to the reporting time for work. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- B. No polygraph or lie detector device shall be used by the Board of Education in any investigation of any teacher.
- C. Each individual teacher contract shall be deemed in all respects to include and incorporate by reference all of the terms, provisions and conditions of this Master Agreement and is subject to board policy.
- D. Copies of the Agreement and subsequent revisions shall be printed at the expense of the Board and presented to all teachers now employed or hereinafter employed by the Board of Education.
- E. If any provisions 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 applicable except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. All teachers shall have the right to refuse the assignment of extracurricular activities.
- G. Teachers who are eligible to retire under the provisions of the Michigan Retirement Law will submit to the Board a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.
- H. If Board Policy is found to be in conflict with the provisions of this Agreement then the Board will take appropriate action to correct the inconsistencies unless board policy addresses prohibited bargaining subjects.
- I. All employees in the system shall have the option of receiving twenty (20) or twenty-six (26) equal payments of salary. Teachers electing to receive twenty-six (26) salary payments may receive a lump sum payment in June if the business office is notified of this change before February 1.
- J. All medical examinations, x-rays, or medication tests, stipulated as a condition of employment shall be paid for by the Board.
- K. The teacher shall have the right to have any employment outside the school system provided that such employment will not interfere with his professional duties. The Board and the Association shall mutually agree upon the nature of any outside employment of its members, should its nature be questioned.
- L. Upon request, all teachers will be provided with keys for entrance to the school building.
- M. The Association recognizes that the cessation or interruption of professional services by teachers is contrary to law and public policy.

- N. No teacher shall be required to collect, handle or account for student monies.
- O. In the event a payday occurs during a period when school is not in session, paychecks will be issued on the last school day preceding such period.
- P. Paychecks will be made available to teaching staff by 11:00 a.m. on paydays. The checks will be in a sealed envelope.
- Q. For elementary staff, office staff shall maintain official student records and attendance books provided staff makes necessary information available as specified by the building administrator. The verifiable record for daily attendance of a student remains the teacher's responsibility.
- R. Snow Days - It is the understanding and agreement of the parties that the calendar agreed to is a tentative calendar to the extent that the State of Michigan requires a school district to maintain a specified number of days or hours of instruction irrespective of acts of God. In the event that the district must make-up days/hours lost because of inclement weather or other acts of God for which state-aid would be lost, those days/hours shall be made up at the end of the school year on normal business days. It is further the understanding of the parties that the district will not pay any additional salary or benefits for days/hours, which are not counted as state-aid days/hours.
- S. School Improvement
The board will pursue the establishment of a school improvement committee with teacher input.

**ARTICLE XVII
DURATION OF AGREEMENT**

- A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- B. This agreement shall continue in full force and effect up to and including June 30, 2017.

TAHQAMENON BOARD OF EDUCATION

DATE

TAHQAMENON AREA EDUCATION ASSOCIATION

DATE

NORTHERN MICHIGAN EDUCATION ASSOCIATION

DATE

ARTICLE XVIII
MENTOR TEACHER

New teachers in the district will be provided induction/teacher mentoring in concert with the Guidelines and recommendation promulgated by the Michigan Department of Education, Office of Teacher/Administrator Preparation and Certification, July 1994. Representation from the TAEA appointed by the Association President and administration will work together to develop operational guidelines for implementing the mentoring process.

- A. A Mentor Teacher shall be defined as a Master Teacher as identified in section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code.
- B. Each beginning teacher in his first (3) years in the classroom shall be assigned a Mentor Teacher by the Administration after consultation with the Association. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. Mentor Teachers shall be assigned in accordance with the following.
 - 1. The ultimate and overriding criteria used in selecting a Mentor Teacher will be the candidate's recognition as a teacher skilled in the art and science of teaching with the capability to communicate these two areas.
 - 2. The Mentor Teacher shall be a tenured teacher.
 - 3. Participation as a Mentor Teacher shall be voluntary.
 - 4. The District shall notify the Association of those members requiring a mentor assignment or any affected member whose classroom assignment has change
 - 5. Mentor Teachers and Mentees shall work in the same building (elementary, middle, high school) and have the same area of certification (whenever possible).
 - 6. The Mentee shall be assigned to only one Mentor Teacher at a time.
 - 7. The Mentor Teacher assignment shall be for one (1) year, subject to review by the Administration, Mentor Teacher and the Mentee after three (3) months. The appointment may be renewed in succeeding years.
 - 8. Mentor Teachers may have up to two (2) mentees if so desired.
- D. Because the purpose of the mentor/mentee match is to acclimate the teacher and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other.
- E. Upon request, by the Mentor or Mentee, the Administration shall make reasonable release time so the Mentor Teacher may work with the Mentee in his/her assignment during the regular work day and school calendar year. Where possible, the Mentor Teacher and Mentee shall be assigned common preparation time.
- F. Mentees shall be provided with a minimum of fifteen (15) days of professional development activities during their first three (3) years of classroom teaching. Professional development shall be scheduled within the parameters of the regular workday and work year. Such professional development activities will be chosen with the concurrence of the Mentor Teacher, Mentee and Administration.
- G. Mentor Teachers will be compensated per Mentee in compliance.
- H. Mentor teachers will be provided the time, resources, administrative support and the specialized training necessary for the role of Mentor Teacher. Guidelines will be subject to approval of the Association, Board of Education and the Administration.

APPENDIX A

Salary Schedule

1. Non-degree teachers and teachers without valid provisional, permanent, continuing certificates, or life certificate shall not exceed the BA Base salary.
2. Two (2) years credit shall be given for two or more years of military service. A maximum of seven (7) years credit may be given for teaching experiences outside the Tahquamenon Area School System.
3. The hours for these steps shall be in a field that the individual is certified to teach or shall be courses on a program leading to a degree in such a field, or a degree in elementary education, or a degree in secondary education.
4. In order to qualify for any educational differential, all courses are to be in a field of certification or approved by the superintendent prior to course enrollment. All credited programs must be earned from an accredited college or university.
5. Insurances:
 - a. The board agrees to provide MESSA ABC Plan 1 with a \$1300/\$2600 deductible for each employee.
 - b. Employees choosing MESSA Pak A will pay twenty percent (20%) of the annual Pak A health premium. The employee's share of the insurance premium will be payroll deducted through a qualified Section 125 Plan in the following manner:
 - i. For those electing twenty six (26) pays, the employee's 20% share will be deducted from the employee's pay in 26 equal installments throughout the calendar year, beginning on September 1.
 - ii. For those electing twenty (20) pays, the employee's 20% share will be deducted from the employee's pay in 20 equal installments throughout the academic year, beginning on September 1.
 - c. The district shall pay 80% of the total cost of the MESSA PAK A health premium described below and provide 80% of the annual deductible funding to the employee's "Health Equity" Health Savings Account for each plan year and deductible year for the duration of this agreement. The district's share of the deductible shall be paid as follows:
 - i. The employer's portion of the HSA contribution will be deposited in twelve equal installments, on the first of each month, into the employee's "Health Equity" Health Savings Account.
 - ii. If an employee requests an advance on the district's portion of his/her HSA funds for medical services that count toward the deductible the school district will advance the requested amount into the account within 14 days.
 - iii. Should an employee request an advance, as described above, the district will continue paying its monthly HSA obligation to the employee until the full 80% contribution is reached.
 - d. Employees may contribute, through payroll deduction and electronic transfer additional money towards their "Health Equity" Health Savings Account up to the maximum amounts allowed by Federal law.
 - e. The district's Section 125 Plan shall include the provisions necessary for pre-tax contributions to employee's HSA accounts administered through Health Equity.

- f. In the event an employee is not qualified for a Health Savings Account, the employee shall receive a payment in-lieu of the stated deductible contribution equal to the contribution to their HSA for which they would have been eligible to be paid in accordance with the timeline set out above.
- g. It is understood by the parties that in the event federal requirements for minimum deductible amounts required for a Health Savings Account exceed the current deductible attached to MESSA ABC Plan 1, the annual deductible attached to this plan will automatically be increased to those federally required minimum levels.
- h. All other non-health MESSA Pak A and Pak B benefits shall be fully paid by the district.
- i. Cash In Lieu Of Insurance will be \$6,000 per year.
 - a. If both partners of a married couple are employed by the Board, either one may choose to carry the district's health insurance, and the other is not eligible for the cash in lieu of health insurance and cannot also carry the district's health insurance.

PLAN A for employees needing health insurance

MESSA ABC Plan 1 with a \$1300/\$2600 Deductible

Saver Rx

Long Term Disability	60% \$2500 maximum 180 calendar days - modified fill Freeze on Offsets Alcoholism/Drug-Addition 2 year Mental/nervous 2 year
MESSA Delta Dental	100/80/80: Class I, II, IIIA Annual Maximum of \$1,500 Class IV Lifetime Maximum of \$2000
Negotiated Life	\$20,000 AD&D
MESSA Vision	VSP-3+ Platinum

PLAN B is available for all employees not needing health insurance.

MESSA Delta Dental	100/80/80: Class I, II, IIIA Annual Maximum of \$1,500 Class IV Lifetime Maximum of \$2000
MESSA Vision	VSP-3+ Platinum
Negotiated Life	\$20,000 AD&D
Long Term Disability	60% \$2500 maximum 180 calendar days - modified fill Freeze on Offsets Alcoholism/Drug-Addition 2 year Mental/nervous 2 year

SALARY SCHEDULE

2016-2017 Salary Schedule

Step	BA	BA+20	BA+35/MA	MA+15
1	\$ 30,741.05	\$ 31,970.70	\$ 33,815.16	\$ 35,167.77
2	\$ 32,278.11	\$ 33,569.23	\$ 35,505.92	\$ 36,926.16
3	\$ 33,815.16	\$ 35,167.77	\$ 37,196.68	\$ 38,684.54
4	\$ 35,352.21	\$ 36,766.30	\$ 38,887.43	\$ 40,442.93
5	\$ 36,889.27	\$ 38,364.84	\$ 40,578.19	\$ 42,201.32
6	\$ 38,426.32	\$ 39,963.37	\$ 42,268.95	\$ 43,959.71
7	\$ 39,963.37	\$ 41,561.91	\$ 43,959.71	\$ 45,718.10
8	\$ 41,500.42	\$ 43,160.44	\$ 45,650.47	\$ 47,476.49
9	\$ 43,037.48	\$ 44,758.98	\$ 47,341.22	\$ 49,234.87
10	\$ 44,574.53	\$ 46,357.51	\$ 49,031.98	\$ 50,993.26
11	\$ 46,111.58	\$ 47,956.05	\$ 50,722.74	\$ 52,751.65
12	\$ 47,648.64	\$ 49,554.58	\$ 52,413.50	\$ 54,510.04
13	\$ 49,185.69	\$ 51,153.12	\$ 54,104.26	\$ 56,268.43
15	\$ 50,722.74	\$ 52,751.65	\$ 55,795.01	\$ 58,026.82
20	\$ 53,796.85	\$ 55,948.72	\$ 59,176.53	\$ 61,543.59
28	\$ 55,333.90	\$ 57,547.25	\$ 60,867.29	\$ 63,301.98

- A. For the 2016-2017 year:
- a. 0% wage increase.
 - b. Employees under contract during 2013-2014, or hired during 2014-2015, will be granted two steps and all earned lane changes.
 - c. Employees hired during 2015-2016 will be granted one step and all earned lane changes.
- B. A \$400 off-schedule bonus will be paid to all teachers who receive neither step increases nor earn lane changes during the term of this agreement. This bonus will be paid at the end of the year.

APPENDIX B

Tahquamenon Area Schools Extracurricular Salaries

These are not tenure positions, and are yearly appointments. On a yearly basis, within thirty (30) days after the conclusion of any sport season or extracurricular assignment, the teacher will indicate in writing whether or not he wishes to be considered for the same position the following year. Within thirty (30) days the Board of Education will inform the teacher as to whether he will be reappointed to said position. A teacher not reappointed to a position will be informed of the reason(s) in writing. The determination of the board not to reappoint a teacher to an extracurricular assignment shall not be subject to the grievance procedure. The athletic director will not evaluate coaches but will provide input to principals in whose program the sports program is operated. Based on reappointment to the same extracurricular position the following procedure shall be used for calculating extracurricular salary:

Year 1	Extracurricular stipend	%xBA Step 1 = Extracurricular salary
Year 2	Extracurricular stipend	%xBA Step 2 = Extracurricular salary
Year 3	Extracurricular stipend	%xBA Step 3 = Extracurricular salary
Year 4	Extracurricular stipend	%xBA Step 4 = Extracurricular salary
Year 5	Extracurricular stipend	%xBA Step 5 = Extracurricular salary

Athletic Positions	% of BA Base Salary	Other Positions	% of BA Base Salary
Varsity Football Coach	10.4	Mentor Teacher	2.4
Assistant Football Coaches	7.2	Senior Class Advisor	4.8
Equipment Manager-Trainer	3.2	Junior Class Advisor	0.8
Varsity Volleyball Coach	10.4	Sophomore Class Advisor	0.8
Junior Varsity Volleyball Coach	7.2	Freshman Class Advisor	0.8
Middle School Volleyball Coach	3.2	Club Sponsor	1.6
Varsity Basketball Coach	10.4	Varsity Cheerleader Advisor	4.8
Junior Varsity Basketball Coach	7.2	Junior Varsity Cheerleader Advisor	4.8
Freshman Basketball Coach	7.2	Speech	2.4
8th Grade Basketball Coach	3.2	Debate / Forensics	1.6
7th Grade Basketball Coach	3.2	Extracurricular Music - Chorus	4
Varsity Girls Basketball Coach	10.4	Extracurricular Music - Instrumental	8.8
Junior Varsity Girls Basketball Coach	7.2	Publication Director - Journalism	3.2
8th Grade Girls Basketball Coach	3.2	Publication Director - Yearbook	4.8
7th Grade Girls Basketball Coach	3.2	Journalism-Photography	1.6
Track Coach	8	Student Council Advisors	3.2
Assistant Track Coach	4.8	High School Play Director	1.6
Middle School Track Coach	3.2	High School & Middle School Quiz Bowl	1.6
Cross Country Coach	8	History Club	1.6
Middle School Cross Country Coach	1.6	National Honor Society	2.4
Baseball/Softball	8	Driver Education	\$15.25
Boys Golf Coach	3.2		
Girls Golf Coach	3.2		
Intramural Sports (per sport)	3.2		
Strength Coach: (Max. 6 hours/week)	\$6.99		

Other clubs:

- A. May be created at the discretion of the Tahquamenon Area Schools administration.

- B. Teachers wishing to create a new club must apply to the administration using a form mutually agreed upon by the Board and the Association.

Nurse Salary - School nurse will be salaried at a rate of .8 (for full-time of the base schedule for teachers holding a bachelor's degree). Salary to be prorated based on time worked.

*Salary pegged to degree status of teacher; i.e. - teacher has MA, salary for shop maintenance is 10% of MA base; teaching degree is BA+20, salary for shop maintenance is 10% of BA+20 base.

**Whenever a new extracurricular position is established by the school district, the position shall not be filled until extracurricular salary is negotiated by the Board and Association.

***Any flat rate amounts on Schedule B during a multi-year contract would increase in an amount commensurate with increase in the base salary.

Calendar

Tahquamenon Area Schools

2016-2017 School Calendar

July 2016						
Su	M	Tu	W	Th	F	Sa
					1	2
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August 2016						
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September 2016						
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October 2016						
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November 2016						
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December 2016						
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January 2017						
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February 2017						
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26	27	28				

March 2017						
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April 2017						
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May 2017						
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June 2017						
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25	26	27	28	29	30	

9-6	First Day of School
11-23	Half Day for Staff and Students
11-24/25	Thanksgiving Break
12-22 - 1-2	Winter Break - no school
1-18/19/20	Half Day for Students - Exams
2-17	Half Day for Staff and Students

3-24	Half Day for Staff and Students
3-27 - 3-31	Spring Break - no school
4-14	Good Friday
5-29	Memorial Day - no school
6-6/7/8	Half Day for Students - Exams
6-8	Last Day of School

APPENDIX D

(There is a Letter of Understanding relating to this Appendix D)

TWO-WAY INTERACTIVE T.V.

I. ADDENDA

- A. This agreement recommended to be adopted as part of the local agreement hereinafter referred to as the TIDSS ADDENDA is entered into this _____ day of _____, **19** _____, by and between the MEA/NEA and its respective local unit and TAHQUAMENON AREA SCHOOLS.
- B. The Two-Way Interactive Delivery System for Schools (TIDSS) is an electronic networking system that provides an alternative instructional delivery system for use of the constituent school districts comprising the EUPISD and LSSU. As such, the system is in effect an “educational utility system” operated cooperatively by constituent school districts.
- C. Each of the districts participating in the project are individual and autonomous districts each with its own local bargaining unit and local collective bargaining agreement. It is evident that any employer/employee relationship remains with each constituent district and local bargaining unit.
- D. The contract language that follows is to be addenda to each contract in the EUPISD. In order for this addendum to be in effect in any school district, it must be approved by the board of education for that district and its respective local association. Areas not covered by the addenda shall be governed by the terms of the local collective bargaining agreement of each constituent.
- E. During the life of this Agreement, any party offering K-12 credit courses over the TIDSS System during the regular school day shall ratify the TIDSS ADDENDA. “Regular school day:” shall be defined as the daytime K-12 teacher workday of each local constituent school district as determined by its local collective bargaining agreement.

II. DEFINITIONS

- A. “Telecommunications” or “Telecommunications Classes” shall be defined as the teaching of students via a two-way interactive television system known as Two-Way Interactive Delivery System for Schools (TIDSS).
- B. “Originating Site District” shall be defined as the location/designation in which the responsible teacher is located and wherein the Telecommunication Class is being taught.
- C. “Remote Site District” shall be defined as the location/designation where class instruction is being received via television.
- D. “TIDSS,” and education utility, shall be defined as Two-Way Interactive Delivery System for Schools.

III. RESPONSIBILITIES OF ORIGINATING AND REMOTE SITE DISTRICTS

- A. The originating site shall be responsible for the course content, material selection, instruction, testing and evaluation of students at the originating site district and at all remote site districts.
- B. Behavior or discipline and supervision of students at remote sites shall be the responsibility of the remote site district. If teachers are regularly assigned classroom supervision at a remote site, such assignment shall be in lieu of a classroom or other supervisory assignment. No teacher will be (regularly) assigned to supervise remote site students during the teacher’s preparation period.

IV. WORKING CONDITIONS

A. CLASS SIZE

The parties mutually agree that the purpose of EUPISD TIDSS is to provide quality, cooperative academic programming in order to enrich education opportunities for students. Accordingly, class sizes shall be based upon the appropriate number of students for the specific learning activity and shall be small enough to allow for fully two-way interactive participation. Total class size, including students at the originating site district and those at remote sites, shall not exceed twenty-five (25) students per teacher, per class hour.

B. CLASS PREPARATIONS

1. A teacher assigned to teach via TIDSS, shall have a maximum number of three class preparations including the telecommunications. However, if it is necessary to exceed the maximum number of preparations one of the following two options may be implemented:
 - a. One additional preparation period
 - b. A stipend of \$500 per semester

C. CLASS PREPARATIONS

1. Originating sites agree that for a teacher acting as a presenter of a telecommunications class (during the regular school day), the telecommunications course taught shall count as one (1) preparation as reflected on the daily teacher schedule.

D. CLASSES OUTSIDE THE NORMAL SCHOOL DAY/SCHOOL YEAR

1. Teachers who are full-time employees presenting telecommunications classes which are scheduled outside the normal school day, shall be compensated at their regular teaching salary rate.

E. EQUIPMENT

1. Each TIDSS participating district shall be responsible for the repair and maintenance of telecommunications classroom equipment at their site(s). Teachers shall not be responsible for setting up, maintaining, transporting or dismantling equipment. Teachers shall report malfunctions of equipment when such are discovered.

F. TRAINING

1. Initial and on-going training in using telecommunications as an alternative education deliver system shall be made available to teachers who will be presenting telecommunications classes. Telecommunications teachers participating in training outside of the normal school day/school year shall be compensated at the rate of .0007 times the average BA Base for EUPISD K-12 bargaining units, per hour, for such training.

G. MILEAGE

1. Originating site district teachers who, from time to time, may be required to use their personal automobile to travel between sites or to training or to other meetings regarding TIDSS shall be reimbursed for their allowable mileage in a manner consistent with their local collective bargaining agreement, or at the current Internal Revenue Service rate if not specified in the local collective bargaining agreement.

V. JOB SECURITY

- A. The intent and purpose of the TIDSS PROJECT is to provide a vehicle for the cooperative offering and sharing of educational opportunities among the districts ratifying this document and to provide educational resources to the students of these districts in a cost-effective and efficient manner.
- B. There shall be no reduction of positions, hours, or pay as a result of the telecommunication system.
- C. It is specifically understood that any local school district teacher presenting a K-12 telecommunications class during the day shall be a member of the bargaining unit. Bargaining unit members as used in this agreement shall be defined as those employees of a district organized under the Public Act 379.

VI. SCHEDULING AND ASSIGNMENTS

- A. The TIDSS Program Committee shall develop processes, procedures and recommendations for the annual determination of course offerings and the designation of originating and remote site district locations. The TIDSS Governance Committee shall make the final determination of course offerings, and site locations on or before June 1 of each year.
- B. On or before June 15, of each year, (December 15 for second semester courses) the employer will post, in each building, a list of classes to be provided via two-way instructional television during the following school year. The list will indicate, with respect to each class, the districts that will be receiving same. The list will also identify the number and type of positions required to provide the classes listed. The MEA office will be sent a copy of each posting.
- C. Teachers shall make their interest in teaching such classes known by sending notification of same to the superintendent or designee in their school district.

VII. BROADCAST AND REBROADCAST CONDITIONS

In accepting any assignment to teach a telecommunications course, the teacher assigned agrees to and acknowledges the following:

- A. A telecommunications class may be televised for demonstration purposes by mutual consent of the teacher and the originating site district. Videotapes of telecommunications classes may be used for other purposes by mutual consent of the teacher and the originating site district.
- B. Video tapes of a telecommunications class may be used for make-up work for all students currently enrolled in that telecommunications class.
- C. Video tapes of telecommunications classes are not the property of the originating site district. However, they may not be used for any purpose outside the class without permission of the instructor.
- D. All instructional presentations broadcast of TIDSS, which teachers are paid to create and/or produce, may be copyrighted by, and are the sole property of, the designated originating site district. If the school district sells or exchanges for any financial consideration, any of the tapes or copies thereof, the teacher shall receive 50% of the net proceeds or 20% of the gross proceeds, whichever is greater.

VIII. ADDENDA REVIEW PROCEDURE

- A. It is agreed that representatives of the TIDSS Governance Committee and the employee designated team will meet annually on or before March 1 for the purposes of reviewing and if necessary, modifying the TIDSS ADDENDA.
- B. Upon request of any of the parties to this agreement, the parties will meet to negotiate any issues not contemplated or discussed in the negotiations that led to this agreement.
- C. Either the Association or the EUPISD may initiate interim dialogue regarding the TIDSS ADDENDA by mutual consent that such is desired.

IX. GRIEVANCE PROCEDURE

- A. Local grievance.

X. COURIER SERVICES

The Eastern Upper Peninsula I.S.D. Delivery System may be used to provide regular courier service for the purpose of transporting documents, homework, classwork, tests and materials between the various originating and remote site districts.

XI. LABOR DISPUTES

In the event of an interruption of services in any one or more of the local bargaining units, the districts agree that videotapes or transmissions shall not be used to replace the work of bargaining unit members.

APPENDIX E
EXTRACURRICULAR CONTRACT

THIS CONTRACT made this _____ day of _____, BETWEEN the Tahquamenon Area School District of McMillan Township, Luce County, State of Michigan, hereinafter called the "School District", and _____ "Employee".

WITNESSETH:

Said Employee hereby contracts with said School District for the 2012-2013 school year commencing on the _____ day of _____, and said School District hereby contracts to hire said Employee as herein set forth, in consideration for which said School District will pay said Employee the sum of:

The services of the Employee shall consist of:

The Employee is subject to assignment and transfer at the discretion of the Superintendent of Schools or the Board of Education and the position shall not be a tenure position. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year written above.

TAHQUAMENON AREA SCHOOL DISTRICT

Employee

Superintendent of Schools