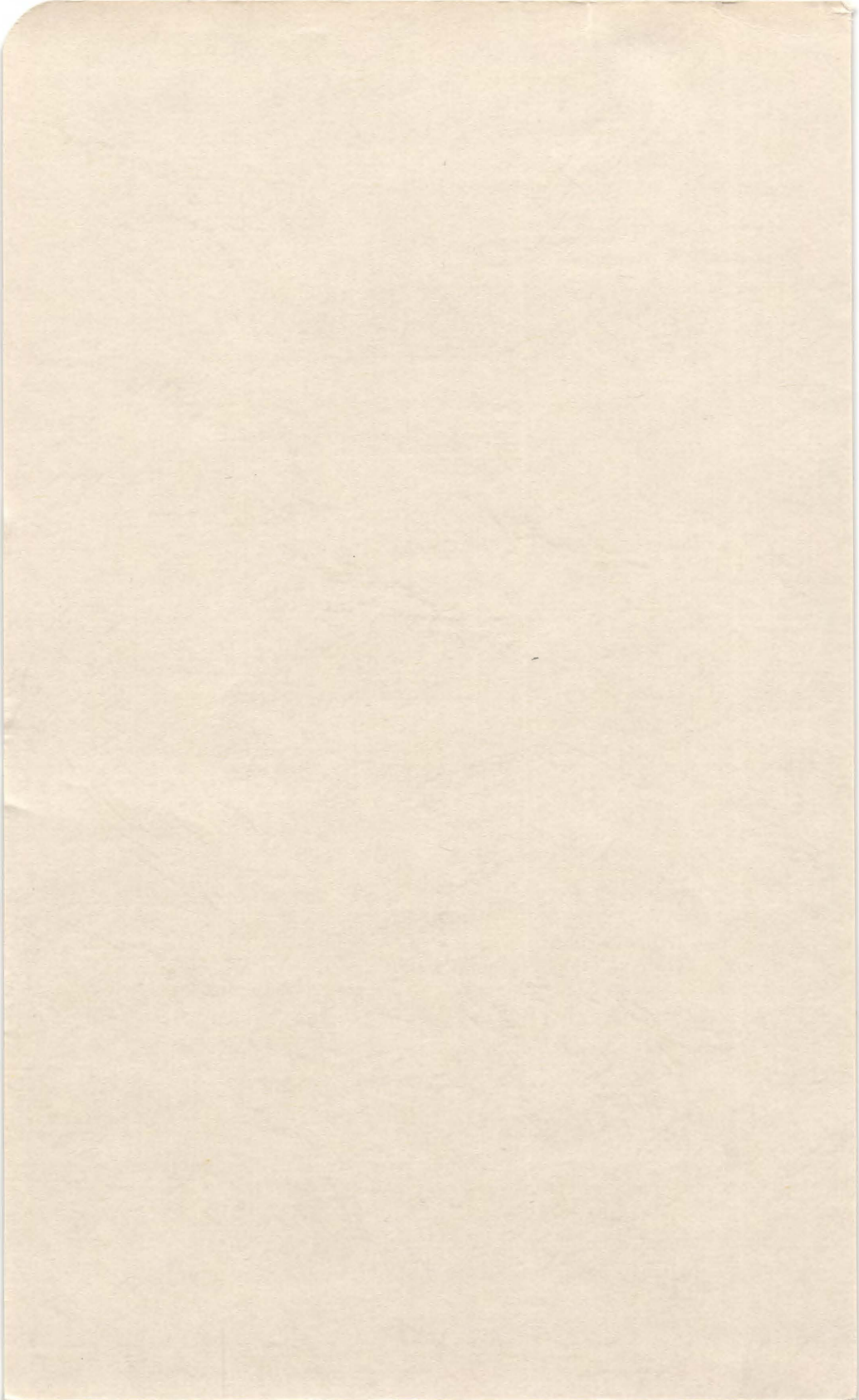


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**AGREEMENT
BETWEEN THE
TAHQUAMENON AREA SCHOOL DISTRICT
AND THE
TAHQUAMENON AREA EDUCATION ASSOCIATION**

1993-94

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AGREEMENT

This Agreement 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. 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.
- 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, 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 color of law 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 Act 379 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 his membership in the Association, his participation in any activities of the Association or collective professional negotiations with the Board, or his 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 State Labor Mediation Board, 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 personal 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 shall be made in the presence of the administrator responsible for the safekeeping of these files.
- G. Privileged information, such as confidential credentials and related personal references, normally sought at the time of employment, are specifically exempted from review. The administrator shall, in the presence of the teacher's authorized representative, remove these credentials and confidential reports from the file prior to a review of the file by the teacher.
- H. 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.
- I. Any verbal or written complaint by a parent concerning a student directed toward a teacher shall be promptly and privately called to the teacher's attention. In those instances where a situation requires a conference between the teacher, parent and administrator, the conference will be held in a site separate from the teacher's classroom 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.

- J. 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.
- K. Any such discipline, reprimand, or reduction in rank, compensation, or advantage, or violation of professional ethics asserted by the Board or any agent or representative thereof shall be subject of the Grievance Procedure hereinafter set forth.
- L. 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 class room. The teachers recognize that all disciplinary actions and methods invoked by them 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.

- M. 1. Any case of alleged assault upon a teacher which had its inception in a school centered problem will be promptly reported to the Board or its designated representative. If the alleged assault was by a pupil the assaulting pupil will be immediately suspended.* The alleged assault be promptly investigated by the principal or his designated representative and the appropriate assistant superintendent or his representative. These two persons and the Superintendent shall determine a suitable punishment for the assaulting pupil. This decision will be communicated to the teacher concerned.
2. If the assault is by an adult person who is not a pupil, the Board 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.
- N. 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.
- O. No teacher shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises.

*This suspension will be in accord with the due process feature of student rights

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, with limitation, 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 aides 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 General School Laws 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.**
- 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 and all teachers agree to notify the Board as soon as possible of their intention to terminate employment with the District.**

ARTICLE V

TEACHING HOURS

A. The teachers normal teaching hours in the schools shall be as follows:

High School	Middle School	Newberry Elementary	Curtis Elementary
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1. Teachers arrive by:

7:50	7:50	8:10	7:45
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2. Teachers leave no earlier than:

3:10	3:10	3:10	2:45
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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. A study hall shall be considered a teaching assignment. The normal teaching load in the elementary schools shall not exceed twenty-five (25) hours of student contact per week which includes instruction and supervision.

C. All teachers not taking a compensatory voluntary duty shall be entitled to a fifty (50) minute duty free uninterrupted lunch period. All teachers will be guaranteed a fifty (50) minute duty free lunch period between 11 a.m. and 2 p.m. Teachers may mutually agree with the building administrator to accept other lunch period assignments.

- 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, speech therapists, reading consultants, visiting teachers, counselors, and all special education teachers shall be provided preparation time to the same extent as other teachers in the District.
- F. The Board recognizes the principle of the previously stated work day, and will set work schedules and make professional assignments which can reasonably be completed within the stated work day.
- G. If a substitute is not available for special teachers and the regular teacher is required to be responsible for supervision of their students during this time, the teacher will be compensated at the prorated portion of the internal subbing rate.
- H. The teachers of the Tahquamenon Area Schools shall make themselves available for a total of six and one-half (6 1/2) hours after school during the school year. This time is for in-service training, staff meetings, etc. Upon request of either party at least sixty (60) days prior to the 30th of May each year, this section* of the contract shall be reopened for negotiation.
- I. 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 teacher shall receive compensation for such time at the internal substitution rate as specified in Appendix B of this Agreement.

* Article V, Paragraph H

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, term 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 LOADS AND 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 aide

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 aide

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 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.
- E. When funds are available for this purpose, the Board agrees to engage aides in the high school, middle school and elementary schools. These aides will work only under the supervision of the teacher in charge.
- F. A teacher shall not be required to drive a school bus as part of his regular assignment.
- G. 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. Smoking will be permitted in designated rooms in the elementary and high schools. Smoking will be permitted in the middle school lounge unless a peer objects.

- H. Telephone facilities shall be made available in teachers' lounges in the high school and elementary school for their exclusive use.
- I. Adequate parking facilities shall be made available to employees for their exclusive use.
- J. 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.
- K. Elementary teachers shall not be required to attend to normal clerical responsibilities associated with the grading of California Achievement Tests.

*Curtis, Newberry Elementary, Newberry Middle and High School

- L. 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.
- M. 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/shewill be compensated at the internal substitute rate as specified in Appendix B of this Agreement.
- a. 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:
1. One (1) hour of banked time equals two-tenths (.2) of one (1) business day. Any banked time accumulated, up to one (1) full day 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 used as compensation time or be taken as substitute pay by May 1, of the subsequent year.
- b. Teachers may use comp time by the day or half day or by the hour if an internal sub is available.
- c. Any teacher choosing to be paid for comp time will be paid for both whole and fractional hours credited.

- N. 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.
- O. a. Teachers in the Tahquamenon Area School System who wish 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/she 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.
- b. The Board agrees that any unused funds in the elementary teaching supply/materials budget allocated to each individual teacher per year may be rolled forward for two succeeding years to be used for the procurement of supplies and materials by that teacher.
- P. 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 Committee (IEPC) for placement in the regular classroom must be appropriate to the student's unique needs as determined by an IEPC on an

individual basis. For the purpose of this section, such students shall be referred to as "mainstreamed students."

- a. Any member who has a reasonable basis to believe that a mainstreamed student assigned to that member has a current IEPC report that is not meeting the student's unique needs as required by law should promptly notify the administration.
- b. The following conditions shall apply to placement of mainstreamed students in general education classrooms:
 1. Any member who will be providing instructional or other services to mainstreamed student in a regular education classroom setting shall be invited to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. When invited to such an IEPC, the member will make a reasonable attempt to attend the IEPC and, when it is requested, will provide written input to the IEPC (or the Multi-Disciplinary Evaluation Team Report to be presented to the IEPC.).

In instances where it is not possible to identify in advance of an IEPC 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 IEPC and to provide for the teacher to have input.

2. The district shall make every reasonable effort to provide the receiving teaching with necessary support identified in the IEPC, including aides, materials and other related services.
3. 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.

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 on all faculty lounge bulletin boards. No vacancy shall be filled, except in cases of emergency or on a temporary basis, until said notice has been posted for at least seven (7) working days.

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. All other qualifications of said applicant being equal, the position will be awarded to the individual offering the greater length of service in the system.
- C. If a teacher desires a transfer for a good reason and requests such transfer in writing, along with reasons for the transfer, the administration will make a reasonable effort, as determined by the Board, to effect such transfer. Such request shall remain active until the beginning of the next school year.
- D. 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.

- E. 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. In no event will changes in teachers' schedules be made later than the 15th day of August preceding the commencement of the school year, unless necessitated by the departure of a faculty member or a change in courses offered in the system or comparably unforeseen emergency.
- F. The parties recognize that transfers for administrative purposes and to insure a fair distribution of experienced and qualified teachers throughout the system may be necessary. Such transfers shall not cause undue financial hardship upon the transferee.
- G. 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.
- H. When teachers are to be transferred for reasons of decreased enrollment, consideration shall be given to the length of time in the system.
- I. The Board will give consideration for new employment to laid off teachers in the immediate geographic area. A list of names, addresses, and areas of certification and qualifications will be supplied to the Administration by the Association on or before May 15 of each school year.

ARTICLE X

LAYOFF AND RECALL PROCEDURES

- A. When conditions arise which necessitate a reduction in teaching staff, the procedures set forth in this Article shall be used in laying off, or recalling professional personnel.

I. Definitions:

For purposes of this Article, seniority is defined as length of continuous teaching service in the Tahquamenon Area Schools. Seniority shall begin with the date of board appointment to a position.

Where years of service, starting dates 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. Names will be drawn by another Association Officer. 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.

Lay-off and approved leaves 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 for cause.

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. This provision shall apply to future administrators.

II. Layoff Procedures:

a. In the event of a general cutback or reduction of teachers through layoff from employment, the following procedure will be utilized.

- (1) Requested voluntary leaves will be granted, without pay, accrual of seniority or advancement on salary schedule, provided there are certified and qualified teachers to replace and perform all of the duties of the teachers granted voluntary leave. Any teacher desiring voluntary leave under this provision who petitions for return from leave to his/her former position in the District, and for whom a position is not available by virtue of seniority, shall then be converted to a laid off status.
- (2) If reduction is still necessary, then probationary teachers will be laid off, provided there are fully qualified, fully certified teachers to replace and perform all of the duties of the laid off teachers.
- (3) If reduction is still necessary, then tenure teachers will be laid off in accordance with the following factors: certification, qualifications, length of service and evaluations. In the event all factors are equal, length of service shall be the determining factor.

- B. If after a reduction of teachers, as outlined above, there are teaching positions that become vacant, laid off teachers who are certified and qualified will be given the first opportunity to fill such positions. In the event two or more teachers are certified and qualified, the order of priority shall be to the teacher who is the most senior.
- C. Before official action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford the Association opportunity to discuss it with the Employer. As soon as the names of teachers to be laid off are known, a list of such names shall be given to the Association.
- D. In the event the Association questions the wisdom of the Employer as to specific teachers (a) being laid off or not being laid off, or (b) filling vacant teaching positions (as set forth above) or not filling such positions, the Employer will set forth in writing to the teacher and the Association its reasons for its action. It is understood, however, that the Association's request for this information must be reasonable, timely, and intended in good faith.
- E. Except in the event of an emergency, all teachers to be laid off shall be given at least twenty-one (21) days written notice from the date of Board action, such notice to be sent by certified mail and received by the teacher, or to be served by personal service upon the teacher.

III. Recall Procedures:

Recall under this article shall occur under the following procedures:

- a. Tenured teachers shall be first recalled in inverse order of layoff, i.e., last laid off being first recalled, as determined by seniority and certification. (Certified equals qualified.)
- b. Probationary teachers shall be recalled after tenure teachers, also in inverse order of layoff.
- c. A teacher returning from prearranged voluntary leave shall be reinstated to a position for which he or she is certified and qualified. If the aforementioned position is held by a teacher with less seniority, the returning teacher shall be given the position if certificated and qualified. Any teacher on layoff who has already accepted a position in another system, shall be granted the opportunity to return to this system the following school year.
- d. Notice of recall shall be sent to the teacher being recalled by certified mail at his or her address as listed on the records of the school district. Teachers falling under sub-paragraph C above shall notify the school district within fifteen (15) days of the mailing of the notice of recall, and failure to comply with this procedure shall be deemed a voluntary quit by the teacher, at the discretion of the Board.

ARTICLE XI

TEACHER EVALUATION

- A. Each teacher, upon employment or at the beginning of the school year, whichever is later, shall be apprised of the teacher's responsibilities. Teachers will be informed of the specific criterion upon which they will be evaluated.
- B. It shall be an administrative responsibility to assist teachers to become oriented to the District, improve instruction through direct observation of the teacher's work, and provide written summaries of those observations together with any recommendations the administrator may have for the teacher. Probationary teachers shall be so observed at least two (2) times per year, the first observation to be performed by November 11, and the second observation to be performed by March 11. If the first evaluation is unsatisfactory, two (2) observations shall be made by the March 11 deadline. Tenure teachers shall be observed at least once every two (2) years.
- C. All monitoring or observation of the work of a teacher shall be conducted openly and with knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited.
- D. Each observation shall be preceded by a pre-observation meeting between the administration and the teacher so that the administrator can be apprised of the teacher's objectives, methods, and the materials planned for the teaching-learning situation during which the teacher is to be observed.

- E. An observation of the teacher shall be for not less than one class period or the duration of a particular teaching unit.
- F. The administration shall prepare and submit a written report and recommendations to the teacher within ten (10) days of observations.
- G. The administrator shall hold a post-observation conference with the teacher for the purpose of clarifying the written report and recommendations.
- H. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve. The administration shall provide reasonable assistance. In subsequent reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
- I. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question and/or submit any complaints through the Grievance Procedure, except that such matters shall not proceed beyond level three (3) of the Grievance Procedure except as they pertain to evaluation procedures.
- J. Administrators involved in observation shall be certified at the level of the teacher being observed, except that the building administrator, immediate supervisor or superintendent shall be allowed to evaluate all personnel for whom they are responsible.

ARTICLE XII

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 established policy or 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, mean working school days.

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 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 proceedings shall be private and any preliminary dispositions will not be made public without the agreement of all parties involved. Any grievance at the Board Level will be subject, however, to the Open Meetings Act Rules.
2. There shall be no reprisals of any kind by administrative personnel taken against any party in interest or his Association Representative, or any other participant in the procedure set forth by reason of such participation.
3. All documents, communications and records dealing with a Grievance Procedure shall be filed separately from the personnel files of the participant.

ARTICLE XIII

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 one hundred eighty-one (181) day in-school calendar. Hourly rates of pay for extra duty, not of an extracurricular nature, except as otherwise specified in this Agreement, shall be established by the following computation:
- $$\text{Hourly rate} = \frac{\text{Annual Salary} \times 1/6}{181 \text{ days}}$$
- C. Compensation for extracurricular activities is appended to this Agreement in Appendix B.

ARTICLE XIV

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. Sick days over one hundred (100) must be earned after July, 1969, to be included in this section. 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 compensatable under Michigan Workmen's 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 system 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 personal 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 in 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 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. Association members will provide no less than 24 hour notification of leave request.

ARTICLE XV

RETIREMENT

A. Severance Benefits

Upon death, retirement of a teacher who has served at least ten (10) years in the Tahquamenon Area School system and is entitled to full or reduced retirement benefits under the MPSERS (including MIP provisions), 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. However, in an amount not to 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

A teacher who has attained the age of 50 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 .5% of his highest salary for each year of teaching. 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 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 annual insurance premium for the appropriate insurance program provided by the State of Michigan for retired teachers. The Board shall pay the teacher the difference between that amount received from the Retirement Board and the cost of the full premium up to the percentage determined in sentence one. In no case shall the State Retirement contributions plus the Board contribution exceed 100% of the premium for the appropriate program. (Single, spouse and member, or full family program in which the member is enrolled.) This benefit shall continue for a period of ten (10) years or until the employee shall begin to draw his own social security benefits, whichever comes sooner.
3. The total of these benefits shall be limited to 80% of the difference between the step between which the employee was on at the time of retirement and the step at which a newly employed teacher would be on.*
4. The teacher shall be entitled to select the amount paid into each part of his benefit in the event that the limit in section 3 should prevent full payment of either portion of his benefits.
5. Time served in school district annexed into Tahquamenon Area Schools (Curtis, Pentland, Lakefield, Hulbert, Seney, Columbus) shall be counted toward retirement incentive under this section of the contract.

6. Any member who qualifies for retirement by purchasing generic credit from the MPSERS and who provides to the board of education a letter of verification from MPSERS and a letter of retirement by January 15th of that school year, may borrow up to 60% of the amount they are to receive under the severance pay or retirement incentive provision to use for this purpose. The loan will be paid back by deducting as much as possible from each yearly payment beginning with the first year, until the loan is repaid. Amounts not repaid after the first year will be subject to a 6% interest charge on the unpaid balance. If the teacher so elects, he/she may pay the loan in full at any time.

*An example of the cap. A teacher retires at 55. The first year, his total benefits cannot exceed 80% of the difference between his step and step 1 of the BA scale. The second year his benefits cannot exceed 80% of the difference between the step he retired on and step 2 of the BA. This would continue until the teacher was no longer eligible to draw any benefits.

1. 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.
2. 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.

**RETIREMENT INCENTIVE FOR SEVERAL YEARS -
EXAMPLE**

TEACHER BA (30 YEARS)

TEACHER IS RECEIVING 1.67 X BA BASE

INSURANCE	INCENTIVE	CAP
YEAR 1 100%	(30 X 4%)15% X (Hi. Sal.)	53.6% X BA BASE
YEAR 2 100%	13.4% X (HIGH SAL)	49.6%
YEAR 3 100%	12% X (HIGH SAL)	45.6%
YEAR 4 100%	10.5% X (HIGH SAL)	41.6%
YEAR 5 100%	9.0% X (HIGH SAL)	37.6%
YEAR 6 100%	7.5% X (HIGH SAL)	33.6%
YEAR 7 100%	6.0% X (HIGH SAL)	29.6%
YEAR 8 100%	4.5% X (HIGH SAL)	25.6%
YEAR 9 100%	3.0% X (HIGH SAL)	21.6%
YEAR 10 100%	1.5% X (HIGH SAL)	17.6%
YEAR 11 0	0	0

**EXAMPLE 2 TEACHER MA 30 YEARS - RECEIVES 1.837 X BA
BASE**

YEAR 1 100%	15% X (Hi. Sal)	66.96% X BA BASE
YEAR 2 100%	13.5% X (HIGH SAL)	62.96%
YEAR 3 100%	12% X (HIGH SAL)	58.96%
YEAR 4 100%	10.5% X (HIGH SAL)	54.96%
YEAR 5 100%	9.0% X (HIGH SAL)	50.96%
YEAR 6 100%	7.5% X (HIGH SAL)	46.96%
YEAR 7 100%	6.0% X (HIGH SAL)	42.96%
YEAR 8 100%	4.5% X (HIGH SAL)	38.96%
YEAR 9 100%	3.0% X (HIGH SAL)	34.96%
YEAR 10 100%	1.5% X (HIGH SAL)	30.96%
YEAR 11 0	0	0

**THE BA BASE FOR THE CAP IS THE BA BASE FOR EACH PAR-
TICULAR YEAR. HIGH SAL IS THE TEACHERS' HIGHEST
SALARY EARNED IN THE SCHOOL.**

EARLY RETIRMENT INCENTIVE - EXAMPLES

Teacher	Description	Ins.	Incent. Pay	Cap
BA	30 YRS.	100%(30x4%)	15%x(Hi.Sal.) 30x.5%	56.8%BA(3) 80% Diff.
BA	20 YRS.	80%(20x4%)	10%x(Hi.Sal.)	50.4%xBA(20) 80% Diff.
Ba	25 YRS.	100% (25x4%)	12.5%x(Hi.Sal.)	53.6%xBA(25)

EXAMPLE OF INCENTIVE OVER A LONG PERIOD

MA 23 YEARS
RETIRES AT AGE 58

Yr. 1	92% (23X4%)	11.5% X (Hi. Sal.)	63.44% X BA
Yr. 2	92%	10% X (HIGH SAL)	59.44% X BA
Yr. 3	92%	8.5% X (HIGH SAL)	55.44% X BA
Yr. 4	92%	7% X (HIGH SAL)	51.44% X BA
Yr. 5	92%	5.5% X (HIGH SAL)	47.44% X BA
Yr. 6	92%	4% X (HIGH SAL)	43.44% X BA
Yr. 7	92%	2.5% X (HIGH SAL)	39.44% X BA
Yr. 8	92%	1% X (HIGH SAL)	35.44% X BA
Yr. 9	92%	0	31.44% X BA
Yr. 10	92%	0	27.44% X BA
Yr. 11	0	0	0

ALL BENEFITS WOULD CEASE WHENEVER THE PERSON
BEGAN DRAWING THEIR OWN SOCIAL SECURITY BENEFITS.

This is an example of how the insurance in Article XVB, sub paragraph 2
and the incentives in Article XVB, sub paragraph 1 are calculated.

ARTICLE XVI

LEAVES OF ABSENCE

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

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.

1. Any regular employee who is conscripted into the defense forces of the United States for service or training shall be granted military leave.
2. 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 return from leave of absence for exchange teaching.
3. 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.
- 4. 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.
- 5. 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 $\frac{2}{3}$ 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 $\frac{1}{3}$ 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:

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 a leave of absence, without pay, for such time as is necessary for complete 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. The length of the leave shall not exceed one year, renewable at the discretion of the Board.

If the leave is pregnancy related, the teacher shall notify the Superintendent's office in writing at least four months prior to the expected date of birth so that the necessary arrangements can be made to procure the teacher's replacement. The four month notice will also apply for other types of child care leaves.

Re-employment will commence upon the date set by the Board which shall not be later than the beginning of the first day of the school year following the date the teacher was declared eligible for re-employment. Extension of the leave shall be at the discretion of the Board. It is understood that the foregoing shall not supersede provisions for lay-off or other provisions of law or this contract.

A teacher may make written application to the Superintendent for reinstatement prior to expiration of the leave granted by the Board of Education. However, the Board of Education reserves the right to approve accelerated termination of child care leave on the basis of each individual case, if a vacancy occurs for which the teacher on leave is both certified and qualified.

Child care leave will be granted without pay and without experience credit and without sick leave accumulation. Upon return from child care leave, the teacher shall be restored to his/her same position on the salary schedule as when he/she left, and be entitled to other accrued benefits prior to said leave. A teacher on child care leave is not eligible paid sick leave.

3. Illness and Disability Leave

A teacher having achieved tenure status shall be granted, upon his/her written application, an unpaid leave of absence to recover from an illness or disability for a period up to the balance of that school year. Thereafter, said leave may be extended at the Board's discretion. A teacher desiring an extension shall so apply at least thirty (30) days prior to the beginning of the next school year or prior to termination of said leave. Medical verification shall be supplied by the teacher upon application for said leave. Any further required verification shall be paid for by the Board of Education.

Upon return from said leave, the teacher shall be restored to his/her same position on the salary schedule as when he/she left and be entitled to other benefits accrued prior to said leave.

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

5. 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.

6. 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-relatives 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. Voluntary.
2. Two (2) day member contribution per member.
3. Ten (10) day board contribution.
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 times the number of enrolled teachers.
 - b. The days in the bank may be replenished once in each fiscal year.
8. Use of the bank is restricted to that time when employees have exhausted their own sick leave.
9. Administration of sick bank time shall be vested in a committee of six members as follows:
 - a. One (1) representative from each member school (4).
 - b. Two (2) chosen by administration or Board (2).

ARTICLE XVII

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 or pupil.
- 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.
- 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.
- 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. Agency Shop - Each bargaining unit member shall as a condition of employment, or within thirty (30) days after the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of association dues collected from association members. The teacher may authorize payroll deduction for such fee. In the event that the teacher does not pay such service fee directly to the Association or authorize payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the service fee from the teacher's wage and remit same to the Association.
- P. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
- a. The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
 - b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 - c. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article XVII, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

- Q. 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.
- R. Paychecks will be made available to teaching staff by 11:00 a.m. on paydays.
- S. For elementary staff, office staff shall maintain CA 39's 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.
- T. 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 one hundred eighty (180) days of instruction irrespective of acts of God. In the event that the district must make-up days lost because of inclement weather or other acts of God for which state-aid would be lost, those days 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 which are not counted as state-aid days.

ARTICLE XVIII

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 August 31, 1994.

FOR TAHQUAMENON BOARD OF EDUCATION

Bernie Hubbard
DATE: 12-22-93

FOR THE NORTHERN MICHIGAN EDUCATION ASSOCIATION
TAHQUAMENON AREA EDUCATION ASSOCIATION

12-22-93
DATE: *Robert E. Camer*
NMEA PRESIDENT

Daniel H. Keeney
DATE: _____
NMEA STAFF

Dave Bowman
DATE: 12/16/93

APPENDIX A

Salary Schedule 1993-94

	BA		BA+20		MA or BA+35		MA+15
1 1	\$20,864.91	1.04	\$21,699.50	1.1	\$22,951.40	1.144	\$23,869.46
2 1.05	\$21,908.16	1.09	\$22,742.75	1.155	\$24,098.97	1.199	\$25,017.83
3 1.1	\$22,951.40	1.14	\$23,786.001	1.21	\$25,246.54	1.254	\$26,164.60
4 1.15	\$23,994.65	1.19	\$24,829.24	1.265	\$26,394.11	1.309	\$27,312.17
5 1.2	\$25,037.89	1.24	\$25,872.49	1.32	\$27,541.68	1.364	\$28,459.74
6 1.25	\$26,081.14	1.29	\$26,915.73	1.375	\$28,689.25	1.419	\$29,607.31
7 1.3	\$27,124.38	1.34	\$27,958.98	1.43	\$29,836.82	1.474	\$30,754.88
8 1.35	\$28,167.63	1.39	\$29,002.22	1.485	\$30,984.39	1.529	\$31,902.45
9 1.4	\$29,210.87	1.44	\$30,045.47	1.54	\$32,131.96	1.584	\$33,050.02
10 1.45	\$30,254.12	1.49	\$31,088.72	1.595	\$33,279.53	1.639	\$34,197.59
11 1.5	\$31,297.36	1.54	\$32,131.96	1.65	\$34,427.10	1.694	\$35,345.16
12 1.55	\$32,340.61	1.59	\$33,175.21	1.705	\$35,574.67	1.749	\$36,492.73
13 1.6	\$33,383.86	1.64	\$34,218.45	1.76	\$36,722.24	1.804	\$37,640.30
15 1.65	\$34,427.10	1.69	\$35,261.70	1.815	\$37,869.81	1.859	\$38,787.87
20 1.75	\$36,513.59	1.79	\$37,348.19	1.925	\$40,164.95	1.969	\$41,063.01

BA Increment	\$1,043.24 = 5% of BA Base
BA+20 Differential	\$834.59 = 4% of BA Base
BA+35 or MA Increment	\$1,147.57 = 5% of MA Base
MA+15 Differential	\$918.06 = 4% of MA Base

MA Base = 10% above BA Base

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 shall 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 a MA differential, all degree programs started after September 1, 1970, shall be in a field the individual is certified to teach at the time of entrance into the program. Degrees in elementary education and secondary education shall also be credited, however, a degree in secondary education must have as its major concentration, a field in which the individual is certified to teach.
5. Insurances:
 - a. The board agrees to provide either MESSA PAK PLAN A or MESSA PAK PLAN B for each employee. For each employee electing PLAN A the board will reimburse the employee for charges up to the deductible, when presented with receipts. (Deductibles: \$50 single subscriber or \$100 for full Self/Spouse or Full Family.) The board will also pay up to the first \$50 of co-pay on prescription purchases. Reimbursement will be based on presentation of receipts. At any time during the school year that an employee accumulates either the deductible cap or the receipts for \$50 of prescription co-pay, a check for reimbursement will be processed within one pay period of time. If the deductible and co-pay limits are not reached by the end of the school year submission of receipts will result in a check being processed in the amount of receipts prior to June 30, 1994.

If an employee elects PLAN B the board will provide \$150 per month in tax deferred annuities to one of the board approved companies in which the employee has an account.

PLAN A For employees needing health insurance

SUPER CARE I

Long Term Disability	60%
	\$2,500 maximum
	180 calendar days - modified fill
	Freeze on Offsets
	Alcoholism/Drug-Addition 2 year
	Mental/nervous 2 year
Delta Dental	80/80/80:\$1,500
Negotiated Life	\$20,000 AD&D
Vision	VSP-3+

PLAN B For employees not needing health insurance

Delta Dental	80/80/80:\$1,500
Vision	VSP-3+
Negotiated Life	\$20,000 AD&D
Long Term Disability	60%
	Same as above

6. In addition to the salaries listed above, the Board of Education also pays the five (5%) percent retirement cost of the teacher's salary to the state retirement system.

ADDENDUM:

1. For the single subscriber teacher with a sponsored dependent as of June 1, 1992, the board will pay the additional premium to cover the sponsored dependent. This provision is only for those persons receiving single subscriber insurance with a sponsored dependent as of June 1, 1992 and will in no way effect the board paid premiums for anyone whose initial date of hire is after June 1, 1992.

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 Salaries

<u>Position</u>	<u>% of BA Base Salary</u>
Varsity Football Coach	13
Assistant Football Coaches	9
Equipment Manager-Trainer	4
Varsity Basketball Coach	13
Junior Varsity Basketball Coach	9
Freshman Basketball Coach	9
8th Grade Basketball Coach	4

Extracurricular Salaries

7th Grade Basketball Coach	4
Varsity Girls Basketball Coach	13
Junior Varsity Girls Basketball Coach	9
8th Grade Girls Basketball Coach	4
7th Grade Girls Basketball Coach	4
Track Coach	10
Assistant Track Coach	6
Middle School Track Coach	4
Girls Track Coach	10
Middle School Girls Track Coach	4
Cross Country Coach	4
Baseball Coach	8
Golf Coach	2
Girls Golf Coach	2
Varsity Girls Volleyball Coach	13
Junior Varsity Girls Volleyball Coach	9
Middle School Volleyball Coach	4
Intramural Sports (per sport)	3
Strength Coach (Max. 6 hours/week)	\$7.21/hr.
Senior Class Advisor	4
Junior Class Advisor	3
Sophomore Class Advisor	2
Freshman Class Advisor	2
Activity Sponsor (M.S.)	2
Varsity Cheerleader Advisor	6
Junior Varsity Cheerleader Advisor	6
Safety Patrol Advisor	2
Speech	3
Debate	4
Extracurricular Music:	
Chorus	5
Instrumental	11
Publication Director:	
Journalism	4
Yearbook	6
Journalism-Photography	2
Student Council Advisors	4

Extracurricular Salaries

Senior Play Director	3
Junior Play Director	3
Cadet Supervisor	4
National Honor Society	3
Driver Education	\$14.19/hr.
Shop Maintenance	10% of respective base salary*
VICA	3
Noon Hour Supervision: All locations.	\$7.69/hr.

Nurse Salary - School nurse will be salaried at a rate of .8 (for full-time of the base schedule for teachers holding a bachelors 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.

APPENDIX C 1993-94 School Calendar

August 1993

S	M	T	W	Th	F	S
29	30	31				

September 1993

		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 1993

S	M	T	W	Th	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 1993

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 1993

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

○ Denotes days school will not be in session.

△ Denotes Starting and ending dates of each semester. These are days of instruction. Actual ending date may vary due to the make up of snow days.

January 1994

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 1994

S	M	T	W	Th	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March 1994

S	M	T	W	Th	F	S
	1	2	3	4	5	
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 1994

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 1994

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 1994

S	M	T	W	Th	F	S
	1	2	3	4		

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 an addenda to each contract in the EUPISD. In order for this addenda 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 delivery 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. TEACHER EVALUATION

1. The evaluation of teachers of telecommunications courses shall be specifically subject to the evaluation process contained in the local collective bargaining agreement of the originating site district. All evaluations/observations shall require the physical presence of the evaluator. No observation for the purposes of evaluation shall be done or conducted by electronic means.

H. 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.
- D.** Assignments to telecommunications courses shall be made on a yearly or semester basis and shall be by mutual agreement of the employee and the originating site district. Such positions shall be filled on the basis of: 1) certification in the subject area; 2) demonstrated ability to use the system; 3) seniority and; 4) employed by the originating site district.

- E. Breaking Ties: 1) Should seniority ties occur between individuals bidding on telecommunications classes, such ties shall be broken and assignment awarded on the basis of a random draw.

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. Video tapes 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.

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.

IX. LABOR DISPUTES

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

FOR THE ASSOCIATION

FOR THE EMPLOYER

APPENDIX E

EXTRACURRICULAR CONTRACT

THIS CONTRACT made this _____ day of _____, 1993, **BETWEEN** the **Tahquamenon Area School District** of McMillan Township, Luce County, State of Michigan, hereinafter called the "School District", and _____, hereinafter called the "Employee".

WITNESSETH:

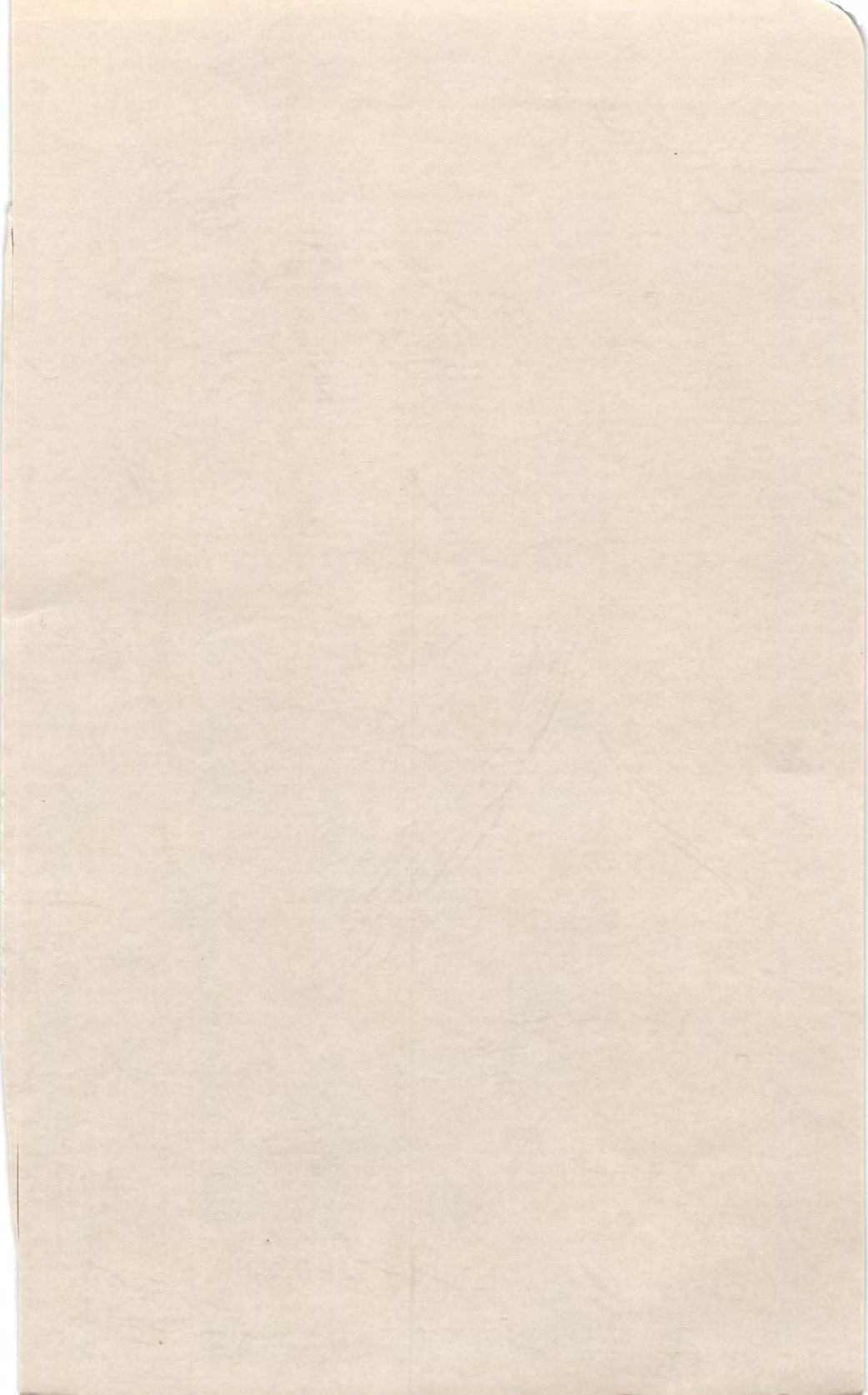
Said Employee hereby contracts with said School District for the 1993-94 school year commencing on the _____ day of _____, 1993, and said School District hereby contracts to hire said Employee as herein set forth, in consideration for which said School District will pay said Employee the sum of: The 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.

I N 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



6/24/22

✓
AC