

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

**July 1, 2008 - June 30, 2011  
Final draft**

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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." (There is a Letter of Understanding relating to this paragraph)

### 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 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 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 directed toward a teacher shall be promptly and privately called to the teacher's attention unless prohibited by law, within (2) 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.
- 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. No bargaining unit member shall be disciplined without just cause.
- K. No member shall be disciplined, reprimanded, or reduced in rank, compensation, or advantage without cause. The Board agrees to follow the accepted practice of due process.
- 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 classroom. 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 will be promptly investigated by the principal or his designated 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 occurred on school property 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. "Render assistance" and "handling of the incident" shall not be construed to require financial expenditures by the board.

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.

P. 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, 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 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 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 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 arrive by:

Newberry High School	7:50 am
Newberry Middle School	7:50 am
Newberry Elementary School	7:50 am
  - 2. Teachers leave no earlier than:

Newberry High School	3:10 pm
Newberry Middle School	3:10 pm
Newberry Elementary School	3:10 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. 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 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. Elementary Lunch - any teacher lunch period that is scheduled outside the contractual hours of 11:00 am and 2:00 pm will be filled first by volunteers and then on a rotating basis determined by the principal.

- 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 students during this time, the teacher will be compensated at the prorated portion of the internal subbing rate.
- G. 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.
- 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 teacher shall receive compensation for such time at the internal substitution rate as specified in Appendix B of this Agreement.

\*Article V, Paragraph G

## 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.

Elementary Contact Time (2005-2006):

- a. Each affected regular elementary teacher will be compensated for additional student contact time worked during the 2005-2006 year with twenty-one (21) hours to be used in any one of the following ways to be decided by each individual teacher:
  - \* Twenty-one (21) hours of comp. time that may be carried over until the end of the 2007-2008 year.
  - \* Four (4) sick days and one (1) hour of comp. time.
  - \* Four (4) personal days and one (1) hour of comp. time that may be carried over until the end of the 2007-2008 year.

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 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.

- 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).

Q. SECONDARY SCHEDULE

1. The administration has the option to begin, in 2007-2008, a six-period day, with teachers teaching 5 periods per day, and/or a trimester schedule. This would be a one-year trial that will sunset at the end of 2007-2008. If the administration chooses this option, the affected teachers must be notified of their teaching assignment and teaching schedule by July 1, 2007. If teachers are not notified by July 1, 2007, neither option may be exercised. If the 5 of 6 option is used, affected teachers will be compensated with 2 additional sick days and 2 additional personal days (can be rolled over until end of 2008-2009).
2. A committee to discuss class schedule for the 2009-2010 school year and beyond will be formed. Members of the committee will include two representatives from the Administration, two TAEA Members and two non-school-employee parents selected by the consensus of the other four. This committee will make a formal presentation to the School Board by May 1, 2009, to help satisfy AYP requirements. If there is no ratified change in the teaching schedule for 2009-2010, then the current secondary teaching schedule (teachers teach 5 periods of a six period day, with one preparation period and 30 minutes for lunch concurrent with the student lunch) remains in effect.

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

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.

A. Definitions:

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.

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.

B. Layoff Procedures:

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 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.
4. 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.
5. 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.
6. In the event the Association questions the wisdom of the Employer as to a specific teacher (s) 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.
7. Except in the event of an emergency, all teachers to be laid off shall be given at least twenty-one (21) calendar 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.

C. Recall Procedures:

Recall under this article shall occur under the following procedures:

1. 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.)
2. Probationary teachers shall be recalled after tenure teachers, also in inverse order of layoff.
3. 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 certified and qualified. Any teacher on lay-off, who has already accepted a position in another system, shall be granted the opportunity to return to this system the following school year.
4. 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. Tenure teachers shall be observed at least once every three (3) 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 administrator 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.
- 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 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.
- 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 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:

$$\text{Hourly rate} = \frac{\text{Annual Salary}}{181 \text{ days} \times 6}$$

- 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 compensable 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 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 XV

### 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 MPSEER'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 (MPERS) 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 MPERS. 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. 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.
4. Any member who qualifies for retirement by purchasing universal service credit or participating in the tax-deferred purchase program through MPERS and who provides to the board of education a letter of verification from MPERS and a letter of retirement by January 15th of that school year, may borrow up to 60% of the amount he/she 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.
5. 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.
6. 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 XVI

### 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, 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 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 supercede 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.

Childcare 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 childcare leave is not eligible for 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-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 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).
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. 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. Effective with the 2001-02 school year, any member who borrows days from the Sick Leave Bank shall, upon return to work, contribute 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. 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 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.
- 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 MCLA408.477; 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. This section, (Q) does not apply for Christmas break 2003.
- R. Paychecks will be made available to teaching staff by 11:00 a.m. on paydays. The checks will be in a sealed envelope.
- S. 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.
- 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 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.
- U. School Improvement  
The board will pursue the establishment of a school improvement committee with teacher input.

ARTICLE XVIII

DURATION OF AGREEMENT

(There is a Letter of Understanding relating to this Article)

- 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 June 30, 2011

\_\_\_\_\_  
FOR THE TAHQUAMENON BOARD OF EDUCATION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TAHQUAMENON AREA EDUCATION ASSOCIATION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NORTHERN MICHIGAN EDUCATION ASSOCIATION

\_\_\_\_\_  
DATE



## ARTICLE XIX

### 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 Appendix B.

- 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 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 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 ChoicesII for each employee.
  - b. If an employee elects PLAN B the employee shall be eligible to participate under the district's Flexible Benefits Plan, (Cafeteria Plan Document; Section 125 of the Internal Revenue Code of 1986). Upon annual completion of an Election of Cafeteria Plan Benefits and Salary Reduction Agreement, subscribers of Plan B will be eligible for available health/life options and cash-in- lieu of benefits up to an amount of \$150.00 as outlined in the plan.
  - c. Beginning with the 2004-05 contract the attached plan to share in the savings, above the existing \$150 per month amount, between the district and members who switch from Pak Plan A to Pak Plan B, and for members currently on Pak B, will be implemented. See "Addendum Pak B"
  - d. For the 2009-2010 and 2010-2011 school years, the difference in cost between the \$5/\$10 RX card and the \$10/\$20 Rx card (8.9% in 2008-2009) can be covered in any other changes in insurance by the district for the teachers, as decided by the TAEA negotiating team. A minimum of 8.9% per employee choosing full health insurance must be sustained throughout the life of the contract.
  - e. Switch to \$10/\$20 drug card as of July 1, 2008.
    - Beginning with the 2008/09 school year (Sept. 1, 2008 - August 31, 2009 ), a fund of \$5000 will be maintained each year by the Board to reimburse members for incurred prescription co-pays in excess of \$500. After submitting proof that the family has incurred \$500 in RX co-pays, a member can submit proof of additional covered RX co-pays for reimbursement. Proof of payment must include date, amount of co-pay, member or dependent's name, but the name of the RX may be redacted. The yearly reimbursement period of RX co-pays will be September 1 through August 31 of the ensuing year. If the total of the collectively submitted claims exceed the \$5,000 in the pool, payments will be made on a prorated basis. (Board will not pay cost difference between brand name and generic, if brand name is not medically necessary.) Receipts will be received between August 31st and November 1st for the prior year to make sure potential proration is accurate.
    - Increase vision to VSP3+ Platinum beginning with implementation of \$10/\$20 drug card.

- Increase dental to \$1,200 Class I, II, IIIA and \$2000 Class IV Lifetime Max beginning with implementation of \$20/\$20 drug card.
- Increase Cash In Lieu Of to \$6,000. 5 of 11 employees must switch from Pak A to Pak B. If less than 5 additional employees switch, or if it is no longer a savings to the District, CIL reverts back to its current level of \$1,800.

Addendum Pak B:

Additional Cash-in-Lieu of Benefits

When the number of participants in Pak B exceeds 12, the savings between Pak A and Pak B premiums will be shared equally (one-half each) between the district and Pak B participants. The one-half savings realized by Pak B participants will then be divided among the participants in equal shares. Total cap on cash-in-lieu benefits will not exceed one-half (1/2) of Pak A premium.

Example:

Pak B Participants

From	To	Shared Savings	Divided by	Additional Amount	Cash In Lieu	New Cash in Lieu
12	13	\$4,378.41	13	\$336.80	\$1,800.00	\$2,136.80
13	14	\$8,756.82	14	\$625.49	\$1,800.00	\$2,425.49
14	15	\$13,135.23	15	\$875.68	\$1,800.00	\$2,675.68
15	16	\$17,513.64	16	\$1,094.60	\$1,800.00	\$2,894.60
16	17	\$21,892.05	17	\$1,287.77	\$1,800.00	\$3,087.77
17	18	\$26,270.46	18	\$1,459.47	\$1,800.00	\$3,259.47
18	19	\$30,648.87	19	\$1,613.10	\$1,800.00	\$3,413.10
19	20	\$35,027.28	20	\$1,751.36	\$1,800.00	\$3,551.36
20	21	\$39,405.69	21	\$1,876.46	\$1,800.00	\$3,676.46
21	22	\$43,784.10	22	\$1,990.19	\$1,800.00	\$3,790.19
22	23	\$48,162.51	23	\$2,094.02	\$1,800.00	\$3,894.02
23	24	\$52,540.92	24	\$2,189.21	\$1,800.00	\$3,989.21

PLAN A for employees needing health insurance

Choices II

(Prescription Plan)

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

**SALARY SCHEDULE - SEE ATTACHED**

APPENDIX B

TAHQAMENON 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

Position	% of BA Base Salary
Varsity Football Coach	13
Assistant Football Coaches	9
Equipment Manager-Trainer	4
Varsity Volleyball Coach	13
Junior Varsity Volleyball Coach	9
Middle School Volleyball Coach	4
Varsity Basketball Coach	13
Junior Varsity Basketball Coach	9
Freshman Basketball Coach	9
8th Grade Basketball Coach	4
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
Cross Country Coach	10
Baseball/Softball	10
Boys Golf Coach	04
Girls Golf Coach	04
Intramural Sports (per sport)	4
Strength Coach: (Max. 6 hours/week)	2003-04 \$8.74

### Extracurricular Salaries

Mentor Teacher		3
Senior Class Advisor		6
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
Senior Play Director		3
Junior Play Director		3
Cadet Supervisor		4
National Honor Society		3
Driver Education		\$19.06
Shop Maintenance	10% of respective base salary*VICA4	
Noon Hour Supervision: All locations.		\$9.26

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

#### Calendar

The attached Calendar (with 181 days) will be implemented for the remainder of the school year.



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. 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. 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 2003-04 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

ARTICLE XVIII

DURATION OF AGREEMENT

(There is a Letter of Understanding relating to this Article)

- 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 June 30, 2011

  
\_\_\_\_\_  
FOR THE TAHQUAMENON BOARD OF EDUCATION

6/15/09  
DATE

  
\_\_\_\_\_  
TAHQUAMENON AREA EDUCATION ASSOCIATION

6/15/09  
DATE

  
\_\_\_\_\_  
NORTHERN MICHIGAN EDUCATION ASSOCIATION

7-29-09  
DATE