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

July 1, 2025 – June 30, 2026

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AGREEMENT

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

ARTICLE 1

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, including those having interim teaching certificates, on leave, on a per-diem basis, employed or to be employed by the Board, but excluding the superintendent, secondary principals, elementary principals, and all other supervisory and executive personnel.

B. Unless otherwise indicated, the term "teachers" or the term "employees" as used herein, shall refer to all employees in the unit for bargaining as defined above. References to male teachers will include female teachers.

C. The Board agrees not to negotiate with any teacher organization other than the Association for the duration of this Agreement.

D. Nothing contained herein shall be construed to deny or restrict 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 2

TEACHER RIGHTS

A. Pursuant to Act 379 of the Public Acts of 1965, known as the Public Employment Relations Act ("PERA"), the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by PERA or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages or any terms or conditions of employment by reason of the teacher's membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its employees to appropriately invoke the assistance of the Michigan Employment Relations Commission, or a mediator from such public agency appointed pursuant to the provisions of the Agreement.

1. Tahquamenon Area School Board of Education does not discriminate on the basis of race, creed, religion, national origin, age, sex, sexual orientation, gender identity, or marital status, physical characteristics, and union membership or activity.

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.

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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. Beginning September 1, 2024, and every 90 days thereafter, designated Association representatives will be given via email in Excel format a complete listing of all bargaining unit staff that includes the following:

1. First, middle, and last name.

2. Start date of employment in the current bargaining unit.

3. Annual salary (Base contractual wage or Schedule A only).

4. Primary work location.

5. PIC number.

6. Name of position.

7. Work email address and personal email address.

8. Home mailing address, unless the employee chooses to keep home address confidential.

9. Home or cell phone number.

F. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

A bargaining unit employee will have the right to review the contents of all records of the Employer pertaining to said bargaining unit employee originating after initial employment and to have a representative of the Association accompany them in such review. Other examination of a bargaining unit employee's file shall be limited to qualified supervisory personnel, except that an Association representative may review such files when necessary for contract administration purposes or to provide a bargaining unit employee representation in other administrative or legal proceedings.

No "verbal warnings" shall be contained in the Personnel File. Any such warning deemed a "verbal warning" shall be communicated to the individual, and there shall be no written record of such in the employee's Personnel File.

G. All communications, including evaluations by administrators, commendations, and validated complaints directed toward the teacher, which are included in the personnel file, shall be called to the teacher's attention at the time of inclusion. Inclusion of these items in the teacher's personnel file is not subject to the grievance process.

H. Any verbal or written complaint directed toward a teacher shall be promptly and privately called to the teacher's attention unless prohibited by law, within five (5) working days after receipt of the complaint. In those instances where a situation requires a conference between the teacher, parent, administrator or any other parties of interest, the conference will be held within (5) working days from receipt of the complaint at a site separate from the teacher's classroom. The conference will be held at a mutually agreed upon time and when teaching duties will not be interrupted. The board and the Administration shall not address any complaint against a teacher beyond the principal's level unless it is in writing. This paragraph is not intended to limit the district's responsibilities when the health or welfare of a child or other person is endangered or where otherwise required by law. Complaints, as defined in this Section, shall not be usable for the purposes of annual performance evaluations unless the complaint is substantiated.

I. A teacher shall at all times be entitled to have present a representative of the Association in any case where a meeting is being held based on an allegation that has been made against the employee by a parent, student,

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or colleague that is the subject of the meeting or a meeting where the administration suspects the employee may have committed an offense that may lead to discipline. 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. The Association representative shall be informed of the general subject matter of any meeting a bargaining unit employee is required to attend in advance of the meeting and shall be permitted to meet privately with the employee in advance of such a required meeting. The employee shall be entitled to the specific representative of their choice, but if that person is not immediately available, the meeting will not be unreasonably delayed.

J. Standard for Discipline

1. Employees Subject to the Michigan Teacher's Tenure Act

No employee shall be disciplined, penalized, reduced in compensation or deprived of any professional advantage for any reason that is less than the standard set forth in the Michigan Teachers' Tenure Act. Any such discipline shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit employee and the Association no later than the time discipline is imposed.

For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards, and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply. Any discipline subject to the jurisdiction of the State Tenure Commission will not also be subject to the Grievance Procedure of this Agreement. The discharge, or nonrenewal of a probationary teacher is not subject to the grievance procedure under this Agreement. The discharge, or nonrenewal of a probationary teacher is not subject to the grievance procedure under this Agreement.

K. Progressive Discipline:
The parties agree that progressive discipline will be followed. The progression of discipline for each unrelated incident shall generally be a warning, followed by a written reprimand, unpaid suspension, and finally termination. The parties recognize that the severity of an offense may provide cause for the acceleration of the above progression of discipline. No suspension shall adversely affect any other rights or benefits under this Agreement.

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 toward students shall be reasonable and just, and in accordance with established state law. It shall be the responsibility of the teacher to report to his principal the name of any student, who, in the opinion of the teacher, needs particular assistance from skilled personnel. The teacher shall, upon request, be advised by the principal of the disposition of the teacher's report that a particular student needs such assistance.

M.

1. Any case of alleged assault upon a teacher will be promptly reported to the Board or its designated representative as required by law. This decision will be communicated to the teacher concerned.

2. If the alleged assault occurred on school property by an adult person who is not a pupil, the Administration will promptly report the incident to the proper law enforcement authorities.

3. In either case (pupil or non-pupil adult) the Board will render assistance to the teacher in connection with handling of the incident by law enforcement, legal and medical authorities. "Render assistance" and "handling of the incident" shall not be construed to require financial expenditures by the board.

4. The Employer shall reimburse any bargaining unit employee up to $1,500 dollars during the course of one (1) school fiscal year for damages to or destruction or loss of the bargaining unit employee's vehicle, clothing and/or personal items, provided such damage, destruction or loss occurred on

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school premises or while on a school-sponsored activity and was not occasioned by the negligence of the bargaining unit employee.

5. Any member of the bargaining unit employed by Tahquamenon Area School District who is a victim of a verbal or physical assault, as defined by the board policies, will be granted the remainder of the school day to recover without it counting against their sick or personal time.

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 3

SCHOOL BOARD RIGHTS

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by law and the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing right:

1. To the executive management and administrative control of the school system and its properties and facilities.

2. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees.

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students all as deemed necessary or advisable by the Board.

4. To approve the means and methods of instructions, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching school activities, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of Michigan, and the Constitution and Laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code or any other national, state, county, district, or local laws or regulations as they pertain to education.

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ARTICLE 4

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 up to the time that employment is terminated. If the termination date is the end of the school year, negotiated fringe benefits for July and August will be paid if the employee is not covered by another plan.

ARTICLE 5

TEACHING HOURS

A. The teacher's normal teaching hours in the schools shall be as follows:

1. Teachers will arrive no later than 8:03 am
2. Teachers will leave no earlier than 3:02 pm
3. The student instructional day will be from 8:13 am to 2:57 pm
   - Dismissal will be included in the instructional day.

B. Middle school and high school teachers will teach six (6) periods of a seven (7) period day. middle school, and high school teachers will be given one preparation period per day of equal length between buildings and thirty minutes for a duty-free lunch concurrent with the student lunch.

C. All middle school and high school members will have no more than four (4) different courses or preps. Each grade level within any subject matter will count as one (1) prep. Example: 7th grade math and 8th grade math are two (2) preps. Any content taught within a subject matter with a different focus will also be considered a different course or prep. Example: 9th grade Geometry and 9th grade Algebra 1 are two (2) preps. Exceptions to this rule are art, music, and physical education positions.

D. All elementary, middle, and high school teachers not taking a compensatory voluntary duty shall be entitled to a thirty (30) minute duty free uninterrupted lunch period.

E. 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.

F. 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.

G. If a substitute is not available for special teachers and the regular teacher is required to be responsible for supervision of his/her students during this time, the regular teacher will be compensated at the internal substitute rate as specified in Article 13 of this agreement.

H. The teachers of the Tahquamenon Area Schools shall make themselves available for the following:

1. Six (6) hours of parent-teacher conferences per year and a one-hour fall open house per year. The date for the fall open house will not be more than two weeks prior to the start of the school year unless mutually agreed upon by both the Board and the Association.

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2. A committee composed of both the Superintendent and two members of the Association will convene each spring, by March 20th, to make appropriate adjustments and changes to the school calendar. The committee will review legal requirements as provided by the Michigan School Code to meet parameters required by law. The Superintendent will have the final say in the calendar determinations, but cannot modify the number of days or hours in the calendar without agreement with the Association.

3. Nine (9) hours of staff meetings will occur after school. Staff meetings will have SCECHs offered. Teachers will be compensated at the internal substitution rate as specified in Article 13 of this agreement.

4. Staff will be notified of the complete schedule of dates for all staff meetings by the first day of the school year. Staff will be notified if these dates will be counted as additional DPPD (district provided professional development) that can go toward the 30 DPPD hours that the district is required to provide each school year.

   If professional development days are not to be counted in the 180 teacher work days, teachers will be compensated at the daily professional development rate.

I. All elementary teachers shall be granted prep time when students are attending specialized instruction. In the event that staffing makes any such arrangement impossible, the regular teacher shall receive compensation for such time at the internal substitution rate as specified in Article 13 of this Agreement.

J. A study hall shall be considered a teaching assignment.

ARTICLE 6

NEGOTIATION PROCEDURES

No later than March 1 of the final year of this Agreement, the Association or the school board may serve notice of intent to begin negotiations for a successor Master Agreement covering wages, hours, terms and conditions of employment. Negotiations need to begin prior to June 1 of the final year of the agreement. If the parties fail to reach an agreement during collective bargaining, either party may petition the Michigan Employment Relations Commission for the implementation of its impasse procedures.

ARTICLE 7

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 ensuring that the energy of the teacher is primarily utilized to this end.

B. Any teacher who is receiving a new student to any of their classes will be given one (1) full weekday's notice.

C. 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 considering the following possible solutions:

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

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

2. HIGH SCHOOL

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: two (2) teachers selected by the T.A.E.A. and two (2) 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.

D. 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.

E. 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.

F. 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.

G. The Board shall make available in each school adequate rest room and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge.

H. Telephone facilities shall be made available in teachers' lounges for their exclusive use.

I. Adequate parking facilities shall be made available to employees for their exclusive use.

J. If a majority of the teacher faculty in any single school building believe that there exists a problem or situation, which could be construed to be detrimental to the education process, they shall present to the building administrator a prospectus identifying the problem/situation and recommending a solution(s). The administrator shall within fourteen (14) days present to the submitting faculty his/her recommendation for the solution of the problem/situation. If the faculty feels that this solution is inadequate, they may appeal the decision to the Superintendent, who shall within twenty (20) days present the solution to the faculty. If this solution is inadequate, the faculty may present an appeal to the Board of Education. The Board shall make a decision not later than the second official regularly scheduled meeting following the appeal of the faculty. The decision of the Board will be final and binding on all parties.

K. Elementary teachers shall not be required to attend to normal clerical responsibilities associated with the grading of standardized tests.

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L. The teaching staff shall be allowed the equivalent of one day per teacher per -year to attend a professional conference in the area of the teacher's teaching responsibility at Board expense. Conference requests require advance approval of the building principal/program administrator. The administration reserves the right to limit the number of teachers attending conferences to ensure school staffing responsibilities.

M. No regularly assigned teacher will be required to serve as a substitute teacher without his/her consent. If a teacher agrees to serve as a substitute, he will be compensated at the internal substitute rate as specified in Article 13 of this Agreement. These hours will be paid out to Bargaining Members on the second (2nd) check in December if elected, and/or the first (1st) check following the end of the school year.

1. A teacher may receive one (1) hour of banked time in lieu of one (1) hour of substitute pay. Five (5) hours of banked time shall entitle the teacher to one (1) business day. Fractions of a full day of banked time shall be computed as follows:

   One (1) hour of banked time equals two-tenths (.2) of one (1) business day. Any banked time accumulated up to 15 hours (3 days) may be carried over into the following year. Fifteen (15) hours (3 days) is the maximum allowed to be carried over year to year.

2. Teachers may use comp time by the day or half day or by the hour if an internal sub is available.

3. Any teacher choosing to be paid for comp time will be paid for both whole and fractional hours credited on the first regular payroll following the last day of school.

N. Teachers in the Tahquamenon Area School System who 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 (preapproval for attending conferences and having mileage and lodging covered). 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

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be convened with such general education teachers as soon as possible following the beginning of the school year to explain the conclusion of the IEPT and to provide for the teacher to have input.

c. The district shall make every reasonable effort to provide the receiving teacher(s) with necessary support identified in the IEP, including paraprofessionals, materials and other related services.

d. The administration shall provide, prior to such placement whenever possible, in-service training and awareness information to the teacher(s) regarding the instruction and behavioral management of such mainstreamed students in the regular education classroom setting, including but not limited to, the differing approaches, problems, and techniques to be utilized with varying physical, mental, emotional, and behavioral conditions as are likely to be faced in the given situation. Such training and information shall be provided at board expense and shall be mutually arranged with the teacher(s) to be involved. If such prior training and information are not possible, the training and/or information will be provided as early as can be arranged after placement has occurred.

P. Teachers shall be made aware, as soon as possible, as specified by law and with parental consent, of any special needs or medical requirements or considerations of any students assigned to his classroom(s).

ARTICLE 8

VACANCIES, PROMOTIONS AND TRANSFERS

A. Definition of "Vacancy":

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled and which the District intends to fill, including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of ninety (90) or more school days. The position of an employee on approved leave is not a vacancy unless that individual is or intends to be on leave for more than ninety (90) school days.

Any vacancy that occurs after the beginning of the school year shall be posted as a Temporary Vacancy and remain posted until filled. If the position is to continue beyond the initial school year, it shall be posted and filled in accordance with the provisions for filling vacancies outlined below.

B. Vacancies occurring within the bargaining unit, including newly created positions, shall be posted electronically and provided via e-mail to each bargaining unit employee with a copy of such posting to the Association. Positions as described above shall be posted at least five (5) school days prior to being filled. Bargaining unit employees may apply for such positions by submitting an email of interest to the Superintendent. Subject to possessing adequate certification, a bargaining unit employee will be granted an interview. Said positions shall be filled in accordance with the procedure outlined in Section C below.

C. Except as set forth below, a "transfer" shall be defined as either a voluntary or involuntary change in
(1) a bargaining unit employee's position or assignment to another position or assignment within the bargaining unit,
(2) building assignment,
(3) grade level(s),
(4) subject area(s) included in an assignment,
(5) a non-classroom assignment such as librarian, guidance counselor, itinerant personnel, etc., or
(6) Special Education assignment such as learning disability, emotionally impaired, etc. Transfer awarding of vacancies shall be first governed by the language in Article 8 pertaining to vacancies. Other transfers will be governed by this Section.

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At the secondary level, modifications in assignment within a subject area is not considered a "transfer." At the elementary level, a change in assignment of two (2) grade levels or less is not considered a "transfer."

D. Awarding of Vacancies:
The most qualified and adequately certified applicant shall be awarded the position. "Most Qualified" shall be determined as follows:

1. The Superintendent or designee will fill positions based on the following clear and transparent factors:
   A. The teacher's number of years teaching in the grade level or subject area within the district. Partial year teaching in a grade level or subject area shall be credited with a fractional percentage of that year taught, rounded to the nearest 1/10th.

      a. Grade level credit for teaching in grades K through 5 shall count towards any "elementary vacancy."

      b. Subject level credit shall be defined as any position relevant to the subject included in the vacancy (e.g.: Math, Science, English, Social Studies, etc.)

      A teacher who is assigned classes in multiple subject areas for any given year shall be credited with one (1) year of teaching experience in each of those subject areas during each of those years (or fractional credit as outlined above for partial year experience).

   B. Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office including:

      a. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
      b. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
      c. Credentials needed for District, school, or program accreditation;
      d. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
      e. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
      f. Disciplinary record, if any;
      g. Previous effectiveness ratings;
      h. Attendance and punctuality;

2. Length of service will be considered as a tiebreaker if a Classroom Teacher placement decision involves two (2) or more teachers and all other factors above distinguishing those teachers from each other are equal.

E. Since the frequent transfer of teachers from one teaching assignment or from one position 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. Five (5) school days' notice of the intention to transfer specifying the reasons for the same and the specific position to be transferred to shall be provide to the affected bargaining unit employee and the Association. This provision will be understood to also apply to special education teachers responsible for co-teaching a regular education classroom.

F. All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than June 30th, if possible. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. The administration will make reasonable efforts to avoid changes in teachers' schedules later than the August 15th preceding the commencement of the school year. For example,

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such changes shall be necessitated by the departure of faculty member(s) or a change in courses offered in the system or comparably unforeseen emergency. If changes need to occur mid-year due to scheduling, departure of a faculty member, or a change in courses offered in the system, or comparably unforeseen emergency the affected staff members will be notified at least one (1) week before the said schedule or teaching assignment changes occur. Any affected member of the bargaining unit will be either provided two (2) full days school is in session for preparation hours with no lesson plans necessary, or will be compensated at the internal substitution rate according to Article 13 in this agreement for an equivalent amount to ten (10) hours. This fiscal compensation will be paid out to any affected members of the bargaining unit on the payroll period that correlates to the dates of work completed.

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.

ARTICLE 9

SENIORITY

A. No later than thirty (30) days following the ratification of this agreement, and by every September 30 thereafter, the employer shall prepare a seniority list.

B. The seniority list shall be published and emailed to the Association by October 1 of each school year. Challenges or revisions to the list must be filed by November 1 of that same year; otherwise, the seniority list will be considered final for that school year.

C. Seniority is defined as the length of unbroken service within the bargaining unit and shall be computed from the bargaining unit employee's first day of work since the most recent date of hire. All bargaining unit employees shall be ranked on the list in the order of their first day of work, as defined above. In the circumstance of more than one individual having the same day of work, all individuals so affected will participate in a drawing to determine placement on the seniority list. The Association and bargaining unit employees so affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected bargaining unit employees and Association Representatives to be in attendance.

D. All seniority is lost when employment is severed by resignation, retirement, discharge, or transfer to a non-bargaining unit position for more than one (1) year; however, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen) if severance of employment is due to layoff.

E. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of one (1) year or less, or for the full duration of a leave of absence due to Military Duty leave.

F. 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.

G. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), where applicable, to determine any layoffs or recalls prior to October 1 of each school year as prescribed in Article 10.

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ARTICLE 10

LAYOFF AND RECALL

A. It is understood by the parties that a reduction in staff may be required in the event of a financial emergency, a significant reduction in student enrollment, a significant reduction in funding, or other circumstances deemed necessary by the District. To promote an orderly reduction in personnel when the educational program, curriculum, and staff are curtailed, the following procedures will be used:

1. Non certified employees will be laid off first, presuming a qualified certified employee is able to fill their position from current faculty.

2. Layoffs will first occur by building and within the necessary certifications.

3. Employees will then be selected based on their three (3) most recent year-end evaluation rankings, to the extent available.

4. If evaluation rankings are equal, the District will consider the employees' recent relevant experience.

5. The District will then consider any formal discipline issued to the employees.

6. If reduction is still necessary, then senior employees will be laid off in inverse order of qualification as defined in Article 9, Section C, providing that such employees who are retained are adequately certified for the positions they are to fill.

B. After a reduction of employees as outlined above, if there are positions that are created and/or vacant, laid-off employees who are adequately certified and qualified for the position(s) will be given the first opportunity to fill such positions. The notification shall be given to all laid-off employees, and the vacancy or vacancies shall be filled by the most adequately qualified as described above.

C. The Association will be notified of the contemplated reduction in personnel at least ten (10) days before the layoff notices are distributed to the employees. Employees being laid off shall receive a sixty (60) calendar day notice in writing before the effective date of layoff.

D. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the employee at their last known address. It shall be the responsibility of the employee to notify the Board of any change in address.

E. The certification and qualifications of an employee to be laid off shall be the certification and accumulated qualifications on file with the Board at the time the layoff occurs. The certification and qualifications of an employee to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff is sent. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

F. An employee refusing an offer of recall to a position for which the employee is adequately certified and most qualified per Article 9, Section C and which is equivalent to the one from which he/she was laid off shall be deemed a voluntary quit and shall result in forfeiture of the further right of recall. The only exemption from this shall be if the employee is under contract with a different Michigan School District at the time of recall. In such case, the employee shall have the ability to finish the term of their contract before reporting for duty at the District of Recall. Should the employee refuse that option, he/she shall be deemed to have voluntarily quit as set forth above. The right to recall will extend for three (3) years after the effective date of the employee's layoff.

G. Employees laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Appendix A until the end of the month of the effective date of the layoff. Employees laid off effective at the end of a school year will retain insurance benefits through August of the same year. After that, a laid-off employee may continue their insurance benefits in accordance with the Carrier's

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layoff/benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

ARTICLE 11

EVALUATION

A. The negotiated performance evaluation system shall comply with Michigan law.

1. Student growth and assessment data or student learning objective metrics is 20% of the year-end evaluation determination.

   a. The student growth and assessment data or student learning objectives shall consist of measurable, long-term academic goals set for all students that utilize available data as determined annually by the teacher in consultation with their building administrator.

   b. The teacher, in consultation with their building administrator, shall be allowed to eliminate data attributable to students who have excessive absences, are partial year transfers into/out of the teacher's classroom, or who have other anomalous circumstances that warrant eliminating that data.

   c. That data used in this section must be attributable to the actual teaching responsibilities of the individual teacher.

2. A negotiated year-end evaluation form will utilize other criteria for 80% of the year-end evaluation determination.

B. Process: The negotiated Performance Evaluation system and associated forms will be posted on the District's website.

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:

   a. The teacher shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation.

   b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson. Unless identified as a deficiency in performance within an existing IDP, teachers will only be required to submit lesson plans to an administrator for the day(s) they are being observed to comply with the provisions of this Section.

   c. The observation must include a review of pupil engagement in the lesson that is observed.

   d. Observations must be at least fifteen (15) minutes in length.

   e. There shall be notice of each planned observation date given to the teacher at least two (2) school days prior to the observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.

   f. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting shall be held no later than ten (10) work days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Post-observation" feedback form.

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g. There shall be at least two (2) classroom observations of a teacher in each school year the teacher is evaluated, at least one (1) of which will be planned. The first observation shall occur no later than February 1 of each school year.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support".

   a. The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher no later than June 1 of each year. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

3. Teachers who work less than sixty (60) days in any school year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year if it was conducted by the district.

4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they may be evaluated every second year, and will be evaluated at least every three (3) years. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an addition three (3) consecutive years.

5. In addition to the above procedures (Sections B. 1-4), teachers who are evaluated with an IDP shall be provided the following:

   a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.

   b. Recommendations for relevant training will be provided by the district to assist the teacher in meeting the goals of the IDP.

   c. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section B. 1 above and completed no later than the last day of school before Holiday break that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.

   d. A Mentor teacher that is informed of the conditions and requirements of the IDP to assist the mentee in the described performance goals of the IDP.

6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process. However, the grievance process is only available if the subject teacher received a less than effective evaluation.

7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

8. A tenured teacher who received an effective evaluation the year prior will not be given an IDP.

C. <u>Rights of Tenured Teachers:</u>

1. A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

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a. The teacher may request a review of the evaluation and the rating to the district's superintendent. Such a request must be made in writing within thirty (30) calendar days after the teacher is informed of the rating. The teacher may also request a meeting with the superintendent, or designee, to be held no later than five (5) days after receipt of the request for review. A written response to the review with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

b. If the written response does not resolve the matter, the teacher or the Association may request mediation through the Michigan Employment Relations Commission and provide a copy of that request to the administration.

1. The request must be submitted in writing within thirty (30) calendar days after the teacher receives the written response from the superintendent.

2. Within fifteen (15) calendar days of receipt of the request for mediation, the district shall provide a written response to the teacher and the association confirming the mediation will be scheduled as appropriate.

D. Training on evaluation system, tools, and reporting forms:

1. Within the first two (2) weeks of each school year, the district shall provide, during contractually scheduled time, training to all teachers on the evaluation system. In the teacher's first year of employment with the District, or if the evaluation tool is changed, training will be provided on the tool and associated forms.

ARTICLE 12

GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a claim based upon an event or condition, which affects the conditions of the circumstances under which a teacher works, allegedly caused by misinterpretation or inadequate application of the terms of this Agreement.

2. The term "teacher" may include any individual teacher, or a group of teachers who are certified and who are members of the bargaining unit.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the problem.

4. The term "days" when used in this section shall, except where otherwise indicated, means working school days.

5. Any matter involving a prohibited bargaining subject is not grievable.

B. Purpose:

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

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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.

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F. Miscellaneous:

1. During the pendency of any proceedings and until a final determination has been reached, all grievance proceedings shall be private to the extent required or permitted by law and any preliminary dispositions will not be made public without the agreement of all parties involved. Any grievance proceeding at the Board Level will be subject, however, to the Open Meetings Act.

2. There shall be no reprisals of any kind by administrative personnel taken against any participant in the grievance procedure.

3. All documents, communications and records dealing with a Grievance Procedure shall be filed separately from the personnel files of the participant.

4. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having it adjusted without interventions of the Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.

ARTICLE 13

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 teachers working the equivalent of one hundred eighty (180) days within a one hundred eighty (180) day calendar. Rates of pay for extra duty, not of an extracurricular nature, except as otherwise specified in this Agreement, shall be as follows:

1. Teachers who agree to teach an extra period on a regular basis will be compensated at a prorated rate of one-seventh (1/7) of their current salary.

2. Teachers who agree to serve as an internal substitute will be compensated at the rate of $30 per hour.

3. Educators of general education classrooms agree to attend up to ten (10) scheduled meetings during their preparatory hour. For these ten (10) meetings there will be no additional compensation, beyond their regular salary. If a general education instructor is asked to attend more than ten (10) meetings, they will be compensated at the internal substitution rate found in Article 13, if the meetings are held during their prep time. This provision only applies to general education instructors. All meetings are not eligible for this provision. Eligible meetings include Students Assistance Team (SAT), Individualized Educational Programs (IEPs), 504 designation meetings Key Identified Personnel (KIP) team meetings, and parent meetings during school hours that have been called by an administrator. Meetings must be approved by the administration.

4. Those teachers that perform duties as both regular education and special education instructors are asked to record those meetings in excess of ten (10), and administration may make a determination to compensate them, based on the purpose of the meetings.

C. Teachers who work less than a full year will be prorated sick and personal time. Teachers who leave the District for reasons that are non-medical or extenuating prior to the end of the school year will be responsible for paying back used sick or personal time beyond the prorated amount if the teacher does not have enough sick time or personal time banked to cover the difference between the prorated amount and the time taken. This payback will be taken from their final paycheck. If the final paycheck is not sufficient to cover this amount, teachers will be responsible for reimbursement.

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D. Non-degree teachers and teachers without valid provisional, permanent, continuing certificates, or life certificate shall not exceed the BA Base salary.

E. Two (2) years credit shall be given for two or more years of military service. Credit may be given for teaching experiences outside the Tahquamenon Area School System:

1. A maximum of twelve (12) years of credit may be given to new hires at the BA+20 level
2. A maximum of eleven (11) years of credit may be given to new hires at the BA+35/MA level
3. A maximum of ten (10) years of credit may be given to new hires at the MA+15 level

F. 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.

G. 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.

H. Compensation for extracurricular activities is appended to this Agreement in Appendix B.

ARTICLE 14

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 cumulative from year-to-year.

B. Any teacher who is absent from duty because of an injury or illness compensable under Michigan Workers Compensation Act shall receive from the Board the difference between the allowance, under the Workmen's Compensation Law and his regular net salary, for the duration of the disability, with no subtraction of the employee's recognized sick leave.

C. The teachers shall be allowed three (3) personal days each, which shall be taken at the discretion of the teacher, subject to the following conditions:

1. The teacher shall give three (3) school days' notice, except in case of emergency.

2. No more than three (3) teachers in the district may take personal days on the same date unless approved by the administration.

3. Personal days shall be issued on a first come, first served basis.

4. In the event that three (3) teachers have made an 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 cumulative up to five (5) days.

6. To use more than three days consecutively, the employee will be required to submit their request through Frontline and email their direct supervisor two (2) months prior to their planned absence. These days will be granted if the request is submitted according to the aforementioned process. No more than two (2) bargaining members may utilize this benefit at a given time.

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7. Any unused and/or personal days remaining at the end of the school year above the maximum of five (5) personal days shall be credited to the individual's accumulated sick days.

8. Requests immediately preceding and following vacation periods must have administrative approval – Thanksgiving, Christmas, Easter, Spring Break, 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.

ARTICLE 15

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. 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. Any teacher having accumulated more than two hundred (200) days shall be compensated at the rate of ten dollars ($10.00) per day for each unused sick day earned in excess of the two hundred (200) days. At the retiring teacher's discretion, this sum may be spread in equal, yearly installments over a period of not more than three (3) years.

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

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

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

1. For each year of service in the Tahquamenon Area Schools the teacher shall receive an annual stipend of 0.5% of his/her highest salary for each year of teaching. The highest salary is defined as the highest earnings associated with the hours reported to the MPSERS system during the fiscal year period of July thru June. This stipend shall be reduced each year after retirement by 1.5% until the

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employee shall reach the age of 62 or until the employee begins drawing his/her own social security benefits, whichever comes first.

2. For each year of service, the teacher shall be entitled to an annual allowance of 4% of the teacher's annual insurance premium deducted for the appropriate insurance program provided through the Michigan Public School Employees Retirement System (MPSERS) for retired teachers.

   The Board shall pay the teacher the amount deducted from the teacher's pension up to the percentage determined in sentence one. In no case shall the health insurance allowance paid by the Board exceed 100% of the amount deducted from the teacher's pension for the appropriate program (Self; Self & Spouse; Self & Children; or Self, Spouse, and Children). No health insurance allowance shall be given to the teacher not enrolled in one of the above-mentioned programs offered through MPSERS. This benefit shall continue for a period of ten (10) years or until the employee becomes the age of 62, whichever comes sooner.

3. Retirement payment under this provision requires one (1) semester advance notice to receive payment on the employee's last regular pay period of the school year.

4. If an employee does not give one (1) semester advance notice, the employee shall receive payment on the last school pay period of the school year in which the employee retires.

ARTICLE 16

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.

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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 of the teaching staff may be accepted for sabbatical leave. The sabbatical leave shall be governed by the following guidelines:

   a. The teacher shall submit to the Board a proposed plan of study. He must also submit reports at the beginning and end of each semester or term, indicating the courses that he has enrolled in, and establishing that he has actually completed the courses. The study must be in the teacher's major field or in his area of teaching.

   b. The teacher may borrow up to 2/3 of the amount of his regular salary from some lending institution. The terms of the loan shall be that it shall be for four (4) years duration and no payment shall be due during the first year. If the teacher returns to the school district following his study, the Board agrees to pay 1/3 of the remaining loan plus all interest due for each year the teacher remains in the system up to a maximum of three (3) years.

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

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

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

1. Any employee whose illness extends beyond the period of time covered under Article 14 may be granted additional leave of absence, without pay, but in no case for longer than one year. Upon return from such leave the employee shall be required to present a statement of mental and/or physical competence to resume his duties.

2. CHILD CARE LEAVE

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

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

4. UNPAID LEAVE

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

5. LEAVE-ELECTED PUBLIC OFFICIALS

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

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

1. A maximum of five (5) days per school year for a death to attend the funeral and/or make necessary related arrangements in the immediate family or spouse's immediate family shall be available to the

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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.

D. Sick Bank

1. The Administration and Human Resources will provide the new hires the name of the current union president to reach out to in regards to joining the sick bank

2. Participation is voluntary

3. Participating members shall initially contribute two (2) days per member

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: Maximum number of days is four times the number of enrolled teachers plus ten

6. Minimum: one times the number of enrolled teachers plus ten original days granted to the Sick Bank

7. Replenishment of bank (only when the balance is below the minimum number of days):

a. One (1) day times the number of enrolled teachers.
b. The days in the bank may be replenished once in each fiscal year.

8. Use of the bank is restricted to that time when an employee has exhausted his/her own personal sick leave.

9. Administration of sick bank time shall be determined by a committee of three (3) members as follows:
a. The union president (1) and one of the two building representatives (2) will serve for the Association's seats on the committee.

b. One (1) Administration or Board (3).

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.

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d. The SLBC may request a second opinion from another doctor/health care professional as chosen by the Committee. The second opinion shall be at the expense of the applicant.

e. All earned comp time must be used prior to borrowing from the sick bank.

f. The approval or denial of a member's request shall be provided, in writing, to the applicant.

11. Any member who borrows days from the Sick Leave Bank shall, upon return to work, contribute a minimum of two (2) sick days each year to the Sick Leave Bank until he/she has repaid the number of days borrowed from the Sick Leave Bank. Additionally, any comp time earned after borrowing from the sick bank may be used to pay back time owed to the sick bank.

12. Any member who does not return to work shall not be responsible for repaying any days to the Sick Leave Bank.

13. A member of the Sick Bank shall be limited to borrowing thirty (30) days over a consecutive five (5) year period of time. The five (5) year period begins on the first date a day is borrowed from the Sick Bank. Five (5) years from the original borrowing date a new five (5) year period begins, at which time another thirty (30) days would be available over a consecutive five (5) year period of time.

14. 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 17

MISCELLANEOUS PROVISIONS

A. The Board of Education will continue to attempt to maintain an adequate list of substitute teachers. Teachers shall enter absences into the school's online substitute program by 6:30 am. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

B. No polygraph or lie detector device shall be used by the Board of Education in any investigation of any teacher.

C. Each individual teacher contract shall be deemed in all respects to include and incorporate by reference all of the terms, provisions and conditions of this Master Agreement and is subject to board policy.

D. Copies of the Agreement and subsequent revisions shall be printed at the expense of the Board and presented to all teachers now employed or hereinafter employed by the Board of Education.

E. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and applicable except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

F. All teachers shall have the right to refuse the assignment of extracurricular activities.

G. Teachers who are eligible to retire under the provisions of the Michigan Retirement Law will submit to the Board a written notice of intention to retire at least sixty (60) calendar days prior to the date of retirement.

H. If Board Policy is found to be in conflict with the provisions of this Agreement then the Board will take appropriate action to correct the inconsistencies unless board policy addresses prohibited bargaining subjects.

I. All employees in the system shall have the option of receiving twenty (20), twenty-four (24), or twenty-six (26) equal payments of salary. Teachers electing to receive twenty-six (26) salary payments may receive a

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lump sum payment in June if the business office is notified of this change before February 1. Teacher pay is based on the number of work days during the year. If a teacher leaves during the year and has been paid more than their prorated salary, any overage will be deducted from their final pay. If the final pay is insufficient to cover this over payment, teachers will be responsible to reimburse the District for this overpayment. Teachers who receive a layoff notice will not be subject to this clause.

J. All medical examinations, x-rays, or medication tests, stipulated as a condition of employment shall be paid for by the Board.

K. The teacher shall have the right to have any employment outside the school system provided that such employment will not interfere with his professional duties. The Board and the Association shall mutually agree upon the nature of any outside employment of its members, should its nature be questioned.

L. Upon request, all teachers will be provided with keys for entrance to the school building.

M. The Association recognizes that the cessation or interruption of professional services by teachers is contrary to law and public policy.

N. No teacher shall be required to collect, handle or account for student monies.

O. In the event a payday occurs during a period when school is not in session, paychecks will be issued on the regularly scheduled payday. In the event that the payday falls on a holiday, teachers will be paid on the day preceding the holiday.

P. Paycheck vouchers will be made available by school email to teaching staff by 11:00 a.m. on paydays.

Q. For elementary staff, office staff shall maintain official student records and attendance books provided staff makes necessary information available as specified by the building administrator. The verifiable record for daily attendance of a student remains the teacher's responsibility.

R. Snow Days - It is the understanding and agreement of the parties that the calendar agreed to is a tentative calendar to the extent that the State of Michigan requires a school district to maintain a specified number of days or hours of instruction irrespective of acts of God. In the event that the district must make-up days/hours lost because of inclement weather or other acts of God for which state-aid would be lost, those days/hours shall be made up at the end of the school year on normal business days. It is further the understanding of the parties that the district will not pay any additional salary or benefits for days/hours, which are not counted as state-aid days/hours.

S. School Improvement
The Board will pursue the establishment of a school improvement committee with teacher input.

T. The parties agree that an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, has the ability to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575.

U. All members of the bargaining unit will be paid their per diem rate for any additional days that have been worked over the contractual days one hundred eighty (180), due to not meeting the necessary student count required for the day to count.

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ARTICLE 18

DURATION OF AGREEMENT

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

B. This agreement shall continue in full force and effect up to and including July 1, 2026.

Signed by:
Shawn Tibo
DBA2F4FD7B33432...

7/23/2025

TAHQUAMENON BOARD OF EDUCATION REPRESENTATIVE - SUPERINTENDENT DATE

Signed by:
Ronald Frank III
F533D2004B57482...

7/23/2025

TAHQUAMENON AREA EDUCATION ASSOCIATION - CHIEF NEGOTIATOR DATE

DocuSigned by:
B01B1B4A201F44C...

7/23/2025

NORTHERN MICHIGAN EDUCATION ASSOCIATION – PRESIDENT DATE

Signed by:
Adam Bedwin
DEAB66768A684A1...

7/24/2025

MICHIGAN EDUCATION ASSOCIATION – UNISERV DIRECTOR DATE

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ARTICLE 19

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. 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.

D. 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.

E. 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.

F. Mentor Teachers will be compensated per Mentee in compliance with Appendix B.

G. 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.

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APPENDIX A – INSURANCE AND SALARY SCHEDULE

Insurances

A. As of January 1, 2024, the school joins the Area Purchase Agreement (APA) Consortium which provides the choice of five (5) different health insurance plans for each employee.

B. An open enrollment period shall be provided annually, beginning in the month of November.

C. The Board will make payment of insurance premiums, up to the State mandated hard cap, for each full-time employee to provide insurance coverage for the full twelve (12) month period, commencing January 1st and ending December 31st of each year of this agreement. The Board will make a prorated payment of the premium for regular employees who work less than full time.

D. If an employee terminates his employment for reasons other than illness prior to January 1st, of any year, his subsidy shall terminate on the first day of the following month. Instances where cost coverage exceeds the amount of subsidy, the Board shall make provision for the excess to be payroll deductible.

E. Ancillary benefits shall not be included in calculating the hard cap amount, including Dental, Vision, LTD, and Life Insurance and shall be paid for by the district**.** The cost of this coverage shall not be counted against the State Hard Cap. Those employees foregoing medical insurance coverage are entitled to ancillary benefits, as paid for by the district.

F. For those electing twenty-six (26) pays, the employee's cost over the hard cap amount will be deducted from the employee's pay in twenty-four (24) equal installments throughout the calendar year, beginning on September 1.

G. For those electing twenty (20) pays, the employee's cost over the hard cap amount will be deducted from the employee's pay in 20 equal installments throughout the academic year, beginning on September 1.

H. Employees may contribute, through payroll deduction and electronic transfer additional money towards their "Health Equity" Health Savings Account up to the maximum amounts allowed by Federal law.

I. The district's Section 125 Plan shall include the provisions necessary for pre-tax contributions to employee's HSA accounts administered through Health Equity.

J. It is understood by the parties that in the event federal requirements for minimum deductible amounts required for a Health Savings Account exceed the current deductible attached to MESSA ABC Plan 1, the annual deductible attached to this plan will automatically be increased to those federally required minimum levels.

K. If the insurance premiums fall below the state "hard cap," the Board will provide to the employee the difference of the cap and insurance premium.

L. If an employee chooses a health plan that costs less than the hard cap, the difference will be paid into the employee's HSA account.

M. Cash In Lieu Of Insurance will be $6,000 per year.

N. If both partners of a married couple are employed by the Board, both may choose to carry the district's health insurance provided they both elect a single plan. If the married couple plans on

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being covered by a two-person or family plan then either one may choose to carry the district's health insurance, and the other is not eligible for the cash in lieu of health insurance.

PLAN A for employees needing health insurance

Medical Insurance will be provided through the Upper Peninsula Area Purchase Agreement. Medical insurance may be reviewed annually by the TAEA and the Board without opening any other areas of this contract upon expiration of Appendix A the Upper Peninsula Area Purchasing Agreement letter of agreement.

Long Term Disability	60% $2500 maximum 180 calendar days - modified fill Freeze on Offsets Alcoholism/Drug- Addiction 2 year Mental/nervous 2 year
MESSA Delta Dental	100/80/80: Class I, II, IIIA Annual Maximum of $1,500 Class IV Lifetime Maximum of $2000
MESSA Vision	VSP-3 Plus P-250CL
Negotiated Life	$20,000 AD&D

PLAN B is available for all employees not needing health insurance. All bargaining members electing PLAN B will receive all of the same ancillary benefits as PLAN A members.

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SALARY SCHEDULE 2025-2026

School year 2025-2026 all bargaining members will be given 1 Step with $1800 on each step of the salary schedule.

2025-2026				
Step	BA	BA+20	BA+35/MA	MA+15
1	$40,800	$42,360	$43,982	$45,670
2	$42,117	$43,730	$45,487	$47,234
3	$43,434	$45,100	$46,992	$48,800
4	$44,751	$46,470	$48,497	$50,365
5	$46,068	$47,840	$50,002	$51,930
6	$47,385	$49,210	$51,507	$53,495
7	$48,702	$50,580	$53,012	$55,060
8	$50,019	$51,950	$54,517	$56,626
9	$51,336	$53,320	$56,022	$58,191
10	$52,653	$54,690	$57,527	$59,756
11	$53,970	$56,060	$59,032	$61,321
12	$55,287	$57,430	$60,537	$62,886
13	$56,604	$58,800	$62,042	$64,452
15	$58,918	$61,203	$64,630	$67,143
20	$64,117	$66,610	$70,349	$73,091

LONGEVITY SALARY INCREASE

A. Only teachers who are under contract with Tahquamenon Area Schools during the 2021-2023 school years, and who were hired by Tahquamenon Area Schools prior to June 30, 2004, and who have a minimum of 27 years of credited service (including earned and purchased years) as of July 1, 2020, are eligible for this salary increase.

B. After the completion of 27 years of service credit as defined by the Office of Retirement Services (ORS) a teacher may qualify for the following increases:

- Year 1 – After qualification, the employee must notify the district by April 1 of the employee's intent to retire. A payment shall be made for $5000.00.
- Year 2 – A second payment of $5000.00 will be given to those participating in this program.
- Year 3 – A third payment of $5000.00 will be given as soon as ORS requests verification of employment by the employer.

C. No portion of this letter of agreement is intended to replace Article 14, A (Sick time incentive), or Article 14, B, 2 (Health insurance allowance).

D. Within the current master agreement, Article 14, B, 1 reads:

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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 62 or until the employee begins drawing his/her own social security benefits, whichever comes first.

For example, based on this calculation, a teacher with 30 years of service with TAS, earning $60,000/year at the time of retirement would be due $49,500 payable in five installments (to comply with IRS regulations) after retirement.

E. Teachers taking advantage of this salary increase must agree to the following:

1. Teachers will accept a three-year salary increase payable as vacation days to be used on Spring Break, Christmas Break, and during the month of August.
2. The-annual value of these salaried vacation days will be $5,000 plus 7.65% FICA and the current effective retirement rate for that year, of which the teacher will pay the entire amount upon retirement from the calculation of Article 14, B, 1 retirement incentive.
3. Acceptance of this salary increase does not preclude teachers from also earning any negotiated increase in pay as reflected in the master agreement.
4. Upon retirement, teachers who have chosen to accept this salary increase will receive a diminished Article 14, B, 1, retirement incentive payable in five annual installments. *(For example, the aforementioned example teacher would have already received a salary increase worth $21,898, and would therefore be due only the prior value of the incentive minus the salary increase, or $27,602.)*
5. Salaried vacation days will be paid to teachers in an annual lump sum at the teacher's request, with two weeks' notice to the business office.

F. Salaried vacation days will be reported to the Office of Retirement Services (ORS) as used and paid vacation days per Reporting Instruction Manual Section 4.04.08: Vacation/Annual Leave Pay as of 7/1/2019. TAS in not responsible for changes to ORS Reportable and Nonreportable Compensation policies which may affect the acceptance of salaried vacation days as reportable compensation, or for the determination of the ORS relative to the salaried vacation days and the applicability to the retirement of any individual bargaining unit member.

G. Should an employee be terminated after beginning participation in this agreement, amount paid to employee will be reimbursed from any final payout due to employee.

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APPENDIX B

Tahquamenon Area Schools Extracurricular Salaries

These are not tenure positions, and are yearly appointments. A teacher not reappointed to a position will be informed of the reason(s) in writing within thirty (30) days of the end of the athletic or extracurricular season. 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 evaluate coaches. 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

Bolded text are sports and clubs that are currently active.

Athletic Positions	% of BA Base Salary	Other Positions	% of BA Base Salary
Varsity Football Coach	10.4	**Mentor Teacher**	3.8
Assistant Football Coaches	7.2	**Senior Class Advisor**	4.8
Equipment Manager-Trainer	3.2	Junior Class Advisor	0.8
Varsity Volleyball Coach	10.4	Sophomore Class Advisor	0.8
Junior Varsity Volleyball Coach	7.2	Freshman Class Advisor	0.8
Middle School Volleyball Coach	3.2	**Club Sponsor**	1.6
Varsity Basketball Coach	10.4	Varsity Cheerleader Advisor	4.8
Junior Varsity Basketball Coach	7.2	Junior Varsity Cheerleader Advisor	4.8
Freshman Basketball Coach	7.2	Speech	2.4
8th Grade Basketball Coach	3.2	Debate / Forensics	1.6
7th Grade Basketball Coach	3.2	Extracurricular Music - Chorus	4
Varsity Girls Basketball Coach	10.4	Extracurricular Music - Instrumental	8.8
Junior Varsity Girls Basketball Coach	7.2	Publication Director - Journalism	3.2
8th Grade Girls Basketball Coach	3.2	**Publication Director - Yearbook**	4.8
7th Grade Girls Basketball Coach	3.2	Journalism-Photography	1.6
Track Coach	8	**Student Council Advisors**	3.2
Assistant Track Coach	4.8	High School Play Director	1.6
Middle School Track Coach	3.2	**High School Quiz Bowl**	1.6
Cross Country Coach	8	**Middle School Quiz Bowl**	1.6
Middle School Cross Country Coach	1.6	**History Club**	1.6
Baseball/Softball	8	**National Honor Society**	2.4
Golf Coach	3.2	**Wrestling Coach**	10.4
Intramural Sports (per sport)	3.2		
Strength Coach (Max. 6 hours/week)	1.6		

Other clubs:

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

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

After School / Lunchtime Positions:

A. An after-school position will be offered by Tahquamenon Area Schools in order to monitor students immediately after the end of the school day. This position will be filled at the discretion of the administration and will first be offered to teaching staff currently employed by Tahquamenon Area Schools. Any individual with a teaching license in any discipline (K-12) will be considered qualified for this position. Should no TAS teachers express an interest in this position, the district may hire another individual for this position. Hours will not exceed three (3) per week, nor more than one (1) hour per day.

B. A lunchtime position may also be offered, at the discretion of the administration. Hiring requirements will be identical to the after-school detention position. Hours will not exceed three (3) lunch periods per week. The rate of pay shall be half the rate prescribed for the after school position above.

C. The rate of pay for after-school, Saturday, and lunch detentions, and lunch supervision will be $35 per hour.

D. The rate of pay for after-school tutoring will be $45 per hour.

**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.

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APPENDIX C



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APPENDIX D

Example of Severance Benefits and Retirement Incentive Calculations

TAHQUAMENON AREA SCHOOLS

Schedule of Severance Benefits and Retirement Incentive

Personal Information:

Name:	Hire Date:
Street Address:	Date of Birth:
City, State, Zip:	Age at Retirement:
Telephone:	SS#:
Contract for 2020/2021: $60,000.00	**1165 Plan Prudential**

SICK PAY VALUE: (Article XV, Retirement, Severance Benefits)

Value is equal to : one-half of employee's accumulated sick leave up to a maximum of 200 days or $250.00, whichever is greater. However, not in an amount to exceed $20,000.00. Retiree shall be paid $10.00 for each unused sick day in excess of 200 days. (Article XIV, A).

Accumulated Days (a)	Accumulated Days at 1/2 (not greater than 100) (b)	Current Year Contract (c)	Daily Rate (Contract / 179 days) (d)	Sick Pay Value b x d Limit $20,000 (e)	# of days in excess of 200 x $10.00 per day (f)	SUM Total of Sick Pay Value e + f (g)
80	40	$60,000.00	$ 335.20	$ 13,407.82	$ -	**$ 13,407.82**

STIPEND: (Article XV, Retirement, Retirement Incentive)

PLEASE NOTIFY THE DISTRICT IF YOU BEGIN DRAWING SOCIAL SECURITY BENEFITS.

Incentive Factors: High Salary includes any payments made to the employee for additional hours.

High Salary:	$60,000.00
Years Served in Tahquamenon:	30

High Salary is defined in Article XV, B. Retirement Incentive (1).

Multiplier= years served x .5 less 1.5% each following year.

Stipend terminates when employee begins drawing Social Security Benefits, turns 62, at the end of ten years or when multiplier becomes 0; whichever comes first.

Year#	*Multiplier*	*High Salary*	*Stipend*	*Year Paid*	*Amount Paid*	*AGE*	Paid July of:
1	15.0000	$60,000.00	$9,000.00	2022	$9,360.00	55	2022
2	13.5000	$60,000.00	$8,100.00	2023	$9,360.00	56	2023
3	12.0000	$60,000.00	$7,200.00	2024	$9,360.00	57	2024
4	10.5000	$60,000.00	$6,300.00	2025	$9,360.00	58	2025
5	9.0000	$60,000.00	$5,400.00	2026	$9,360.00	59	2026
6	7.5000	$60,000.00	$4,500.00	2027		60	
7	6.0000	$60,000.00	$3,600.00	2028		61	
8	4.5000	$60,000.00	$2,700.00	2029		62	
9				2030		**Age 62 - Eligible for Social**	
10				2031	**$46,800.00**	**Security Benefits - Stipend Ends**	
			$46,800.00				

ALL PAYMENTS ARE SENT TO MEA 403B COMPANY. DISTRICT CAN ONLY CONTRIBUTE TO 403B FOR AN EMPLOYEE FOR 5 YEARS AFTER SEPARATION OF EMPLOYMENT, THEREFORE THE TOTAL IS DIVIDED INTO 5 EQUAL PAYMENTS.