

**AGREEMENT**  
**BETWEEN THE**  
**TAWAS BOARD OF EDUCATION**  
**AND THE**  
**TAWAS AREA FEDERATION OF TEACHERS**  
**LOCAL 3625, AFT-Michigan, AFL-CIO**  
**2024-2027**

**TAWAS AREA SCHOOLS**  
**245 W. M-55**  
**TAWAS CITY, MI 48763**

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## **AGREEMENT**

This Agreement is entered into, effective July 1, 2024, by and between the Board of Education (the “Board”) of Tawas Area School District (the “District”), Tawas City, Michigan, and the Tawas Area Federation of Teachers (the “Federation”).

## **WITNESSETH**

**WHEREAS**, the Board has a statutory obligation, pursuant to the Michigan Public Employment Relations Act, Public Act 336 of 1947, as amended, to bargain with the Federation as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment; and

**WHEREAS**, the parties following extended and deliberate negotiations have reached certain understandings, and

**NOW, THEREFORE**, in consideration of the following mutual covenants, the parties agree as follows:

### **ARTICLE 1 – RECOGNITION**

- 1.1 The Board hereby recognizes the Tawas Area Federation of Teachers, Local 3625, AFT - Michigan, AFL-CIO, as the sole and exclusive bargaining representative for all teaching personnel, including teachers, counselors, school social workers, school speech pathologists, but excluding supervisory and executive personnel, substitute teachers, office, clerical and all other employees. The term “teacher”, when used herein after in this Agreement, shall refer to all employees represented by the Federation in the bargaining unit as defined above, and references to male teachers shall include female teachers.
- 1.2 The Board agrees not to negotiate with any teachers’ organization other than the Federation for the duration of this Agreement.
- 1.3 If any provision 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 subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 1.4 In the event that this Agreement or any part of this Agreement is found contrary to law under the conditions described above, the parties shall meet to renegotiate the items in question immediately.

## **ARTICLE 2 – BOARD RIGHTS AND RESPONSIBILITIES**

- 2.1 The Federation recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all the operation and activities of the school district, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement, and hereof, are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- 2.2 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board.
- 2.3 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Federation, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:
  - A. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the employer.
  - B. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
  - C. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force.
  - D. Determine the services, supplies and equipment necessary to continue its operations, and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
  - E. Determine the qualifications of employees, including physical conditions as provided by law.
  - F. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
  - G. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

- H. Determine the policy affecting the selection, testing or training of employees.
  - I. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees including special programs.
  - J. The Board and/or its representative may adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subject to the grievance procedure.
- 2.4 Subject to the provisions of this Agreement and Public Act 379 of 1965, the Board reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

### **ARTICLE 3 – FEDERATION RIGHTS AND RESPONSIBILITIES**

- 3.1 The Federation shall have the right to use school facilities and equipment, including typewriters, computers, copy machines, other duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. Federation use of school facilities and equipment will be permitted provided that:
- A. A request is made and use arranged for in advance; and
  - B. The Federation shall reimburse the Board for all expendable materials and supplies incident to such use.
- 3.2 The Federation shall have the right to post notices of its activities and matters of Federation concern on bulletin boards.
- 3.3 The Federation shall have the right to use inter-school mail services and teacher mailboxes for communication to its members.
- 3.4 The Federation shall, upon advance approval, be granted the privilege of conducting a Federation meeting once a month to begin as soon as the students have left. Those teachers choosing not to attend the meeting must complete their workday on school-related activities. If the Federation meeting conflicts with another school-related activity, the Federation will reschedule its meeting at the request of the administration.
- 3.5 If the Federation President, or his designee, can obtain a certified substitute at no cost to the Board to cover his classes, he may be released to take care of Federation business once a month including those months when in-service and/or principal days are held.
- 3.6 The Federation shall have the same rights and privileges of placing items on the Board agenda as other groups so long as those items are made known to the Superintendent's office in time to be placed on said agenda.

- 3.7 The Federation agrees to apply the provisions of this Agreement equitably and without discrimination toward race, creed, religion, color, national origin, political belief, sex, age, or marital status.
- 3.8 The Federation has the right to request the Board to collect union dues. The Board shall deduct Federation dues from a bargaining unit employee's wages if: (1) the bargaining unit employee submits an annual full, free written consent to the deduction of Federation dues from the employee's wages consistent with the Payment of Wages and Fringe Benefits Act, and (2) the Federation remits to the Board an annual fee of 2% of the dues collected per bargaining unit employee as consideration to cover the administrative costs of the dues fee collection. The Board representative may immediately cease Federation dues deduction for a bargaining unit employee if the bargaining unit employee provides written notice to the Superintendent or their designee that the employee is withdrawing consent for the Federation dues deductions. Deductions will be made in substantially equal amounts from the employee's paycheck(s) commencing the first pay that is feasible following the receipt of (1) the Federation's annual request and (2) the voluntary written authorization from the bargaining unit employee. Unless the Superintendent or designee receives a written request from the bargaining unit employee to discontinue the dues deductions, the dues deductions shall continue through the last pay period in June of each school year. The Board shall not process monies for Political Action Committee donations associated with the dues structure. In the event any individual or entity files any complaint or claim against the Board (which includes its agents, employees, and officers) regarding dues deduction, the Federation agrees to indemnify, defend, and hold the Board harmless against all costs, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the Agreement to deduct Federation dues set forth above. Further, the Board shall be held harmless for the assessment and collection of union dues and the imposition of any penalties related to an employee's non-payment of union dues. If the Federation agrees to defend the Board concerning a dues deduction claim, the Board may choose their legal counsel to defend any lawsuit or action or compromise or settle any claim made against the Board.

#### **ARTICLE 4 – TEACHING CONDITIONS**

- 4.1 The Board recognizes that appropriate texts, library reference facilities, maps, globes, computers and software, printers, copy machines, laboratory equipment, art supplies, athletic equipment, current periodicals, standard texts and questionnaires and similar materials are the tools of the teaching profession. The parties shall confer from time to time for the purpose of improving the selection and use of such educational tools and the Board undertakes to promptly implement the joint decisions made by the Board and the Federation.
- 4.2 Teachers shall not be required to work under unsafe conditions.
- 4.3 Telephone facilities shall be made available to teachers for their professional use.

- 4.4 Teachers shall be entitled to full rights of citizenship and no religious or political activity of any teacher, or lack thereof, shall be grounds for any discipline or discrimination with respect to their employment, except when the same shall interfere with effective teaching.
- 4.5 The Board shall make available in each school adequate lunchroom, restroom and lavatory facilities exclusively for teachers' use, and at least one room appropriately furnished which shall be reserved for use as a faculty lounge.

## **ARTICLE 5 – TEACHING HOURS AND CLASS LOAD**

- 5.1 Teachers shall not work more than a continuous seven and one-half hour (7 1/2) school day inclusive of a minimum of a thirty (30) minute duty-free lunch period. The Board shall retain the discretionary authority to order and implement an increase or decrease in the number of instructional periods per day to which teachers may be assigned, provided that the maximum number of instructional periods per day shall be seven (7), and further provided that implementation of a seven-period day shall not require that the daily duty time of individual teachers exceed the contractual maximum of seven (7) hours.
- 5.2 Teachers in the secondary schools (middle school/high school) shall be provided a preparation period equal to or greater than the time of a regularly scheduled teaching contract class period. Secondary teacher preparation time shall be exclusive of the time before arrival and the time after departure of the students for the school day.
- 5.3 Assignment to a supervised study period shall be considered a class period.
- 5.4 Elementary preparation time shall be provided by, but not limited to, the employment of specialists such as art, music and physical education instructors. Elementary preparation time shall be within ten (10) minutes per week of secondary preparation time. Efforts will be made for time increments of not be less than fifteen (15) minutes for preparation period provided the student instructional day is at least seven (7) hours exclusive of the time before arrival and the time after departure of the students for the school day. If the student instructional day is less than 7 hours, including half days, the 15-minute increment may not apply.
- 5.5 The Board will establish starting and ending times for students and staff in each building by the beginning of each school year.
- 5.6 Teachers shall be free to leave the building during their lunch period as long as notice is given to the building principal, and teachers may be able to leave the building during their preparation period with the permission of their building principal.
- 5.7 The teaching staff and the administration in each building shall establish a rotating hall supervision schedule relative to the needs of each building, provided that this does not interrupt the teacher's lunch period or preparation period.
- 5.8 A teacher assigned to noon hall and/or outside duty shall receive \$15.50 per hour or \$7.75 per half-hour. This assignment is at the discretion of the building administrator.

- 5.9 The Board and the Federation recognize that the pupil-teacher ratio in individual classrooms which exceeds thirty (30) to one (1) detracts from a good educational program, except for special classes such as music, band and physical education. Therefore, the parties agree that the class size should not exceed thirty (30) to one (1). For grades K-1, the District will make every effort to maintain a twenty-eight (28) to one (1) ratio. If the K-1 class size exceeds the twenty-eight (28) to one (1) ratio, the District will consult with grade-level teachers to equalize the students amongst the grade-level teachers to eliminate a reduced classroom size before the school year.
- 5.10 The parties agree to form a committee made up of Board and Federation representatives, which shall meet after the Fourth Wednesday after Labor Day of the school year and the spring supplemental count day in February. The purpose of the committee is to discuss any class size overloads which may exist. The committee shall make recommendations to the Superintendent to alleviate these overload classes. Within one calendar month, these recommendations will be reported to the Board in a public meeting. The Superintendent shall report back to this committee no less than three (3) days after the next Board meeting on these recommendations.
- 5.11 Should there be a change in the job description of a teacher, administration will provide the Federation with an opportunity to discuss the said change in a timely manner.

## **ARTICLE 6 – SUPPORT AND PROTECTION OF TEACHERS**

- 6.1 Each teacher shall have the right, upon request, to review the contents of their personnel file. At the teacher's request, a representative of the Federation may accompany the teacher in this review.
- 6.2 The Board will provide a copy to the teacher of all disciplinary actions taken against said teacher. Teachers are expected to comply with the reasonable rules, regulations and directions adopted by the Board or its representatives which are not inconsistent with provisions of this Agreement.
- 6.3 Non-teacher bargaining unit members shall not be disciplined or reprimanded for a reason that is arbitrary or capricious.
- 6.4 The Federation will notify teachers of their right to Federation representation in meetings.
- 6.5 The Board recognizes its responsibilities to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Whenever it appears that a particular pupil will require the attention of special counselors, social workers, law enforcement personnel, physician or other professional persons, the Board will take prompt action to assist the teacher with respect to such pupils.
- 6.6 Any case of assault and battery upon a teacher shall be promptly reported to the Board or its designated representatives. The Board shall provide legal counsel to advise the teacher of their rights and obligations with respect to the assault in connection with the handling of the incident by law enforcement and judicial authorities upon good cause shown to the Board of Education.



- 6.7 A teacher may use such force as is necessary to protect himself/herself from attack or to prevent injury to another student, as provided by State law.
- 6.8 If a teacher is sued in connection with his/her employment with the Board, the Board will determine whether the teacher acted within the scope of their authority. If conditions demonstrate proper action on the part of the teacher and the teacher is subsequently sued, then the Board will indemnify the teacher to the extent permitted by law.
- 6.9 Should the Board determine that a teacher did not act properly in performing his/her duty which resulted in an assault, the Board reserves the right to withhold any of the benefits granted under this article, and the Board will provide for a hearing at a specifically called meeting, upon the request of the Federation, to review the facts upon which the decision of the Board was rendered.
- 6.10 Teachers will be expected to exercise reasonable care with respect to the rights, safety and property of pupils.
- 6.11 The Board will reimburse teachers up to \$200.00 in any school year for loss, damage or destruction while on duty in the school of personal property of a kind normally worn or brought into school when the teacher has not been negligent to the extent that such loss is not covered by the school's insurance. The \$200.00 can be used to offset the deductible.
- 6.12 The term "personal property" shall not include cash. The terms "loss", "damage", and "destruction" shall not cover the effects of normal wear and tear and use.
- 6.13 Teachers who bring personal property into the school for classroom use will be reimbursed for damages or loss only if permission is received in writing from the building principal to bring such property into the school. The amount of liability accepted by the Board will be indicated in writing.

## **ARTICLE 7 – NEGOTIATIONS PROCEDURE**

- 7.1 The Board or the Federation may initiate contact with the other party for the purpose of entering into a successor agreement not less than sixty (60) days prior to the expiration of this Agreement. Bargaining shall commence no later than fifteen (15) days after the initial contact.
- 7.2 In any negotiation described in this Article, neither party shall have control over the selection of the negotiating team of the other party and each party may select its representative from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification of the Board and by a majority of the Federation. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
- 7.3 A teacher engaged during the school day in negotiating on behalf of the Federation with any representative of the Board or participating in any professional grievance procedure,

including arbitration, shall be released from regular duties without loss of salary if such meeting is deemed necessary by both parties.

- 7.4 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms in any individual teacher contract. All future individual contracts will be made expressly subject to the terms of this Agreement and Board policy.
- 7.5 Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers by the Board within sixty (60) days after ratification by both parties.
- 7.6 Board policies are available at the Administrative Offices as well as online.
- 7.7 Three (3) representatives of the Board and five (5) representatives of the Federation will meet as necessary for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure. An agenda shall be established prior to the meeting listing items discussed.
- 7.8 There shall be three (3) copies of the final Agreement signed by both parties. One (1) copy shall be given to the Federation.

#### **ARTICLE 8 – SENIORITY**

- 8.1 Seniority is defined as the length of continuous service within the District as of the teacher's Board hire date.
- 8.2 A seniority list shall be established and a copy will be given to the Federation each year. Objections to the seniority list shall be filed within ten (10) days of its dissemination. Thereafter, the seniority list shall be final and conclusive.
- 8.3 Qualifications shall include: majors, minors, course work preparation, hours taken beyond the Bachelor of Arts degree to enhance one's teaching competencies, grade level teaching experiences, subject matter taught and other relevant factors.
- 8.4 Teachers laid off may, subject to the terms of the insurance carrier and to the extent permitted by law, continue the insurance payments under COBRA. Teachers laid off and rehired will be entitled to full status as held up to the date of layoff. This will include years of service in the District, accumulated sick leave, appropriate placement on the salary schedule and all provisions and benefits of this Agreement.

#### **ARTICLE 9 – ASSIGNMENT**

- 9.1 All teachers should be given notice of their tentative schedules and/or assignment for the next school year not later than the last day of the current school year. If the proposed assignment is altered while school is in summer recess, the affected teachers will be informed by email or phone in a timely manner.
- 9.2 If a staff member is assigned to work in multiple buildings per their schedule for that school

year, that staff member will have to travel no more than two times in their daily schedule.

- 9.3 Minimum travel time between buildings with shared staff should be no less than **9** minutes.

## **ARTICLE 10 – VACANCIES**

- 10.1 A vacancy shall be defined as a situation where a position is vacant and the Board intends to find a replacement. To be eligible to fill a vacancy a teacher must meet any state or federal law requirements.

## **ARTICLE 11 – GRIEVANCE PROCEDURES**

### **11.1 Definition**

- A. A grievance is an alleged violation, misinterpretation or misapplication of any provision of this Agreement. A grievance shall not include prohibited subjects of bargaining.
- B. An aggrieved employee shall mean any employee or the Federation on its own behalf making the complaint.
- C. Wherever the term “employee” is used, it is to include any member or non-member of the Federation.
- D. Wherever the singular is used, it may include the plural.
- E. Wherever notice is used, it is meant to be a written notice.
- F. The term days in the Article shall mean Monday through Friday, excluding holidays.
- G. Grievance forms are found in Appendix D.

### **11.2 General Principles**

- A. A grievance may be withdrawn at any level.
- B. If a grievance arises from the action of authority higher than the building administrator, it may be initiated at Step 2 of the procedure.
- C. Hearings and conferences held under this procedure shall be conducted outside duty school hours or at other mutually agreeable times.
- D. Forms for filing and processing grievances shall be conveniently available within the administration offices and a supply available for the Federation.
- E. Failure by the employee and/or by the Federation at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

- F. Failure by the Employer to communicate a decision on a grievance within the specified time limits shall be deemed a denial of the remedy sought on the grievance. The Federation shall have the right to appeal to the next step of the procedure.
- G. The time limits specified in this procedure may be extended in any specific instance by written mutual agreement signed by the parties.
- H. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible.

11.3 Procedure for Adjustment of Grievances: Grievances shall be presented and adjusted in accordance with the following procedures:

A. Informal Conferences

An alleged violation, misinterpretation or misapplication of any provision of the Agreement shall first be identified as an informal grievance. The grievance shall cite the appropriate section or sections of this Agreement and shall be discussed with the building supervisor within ten (10) days of the act or condition which is the basis of the grievance with the objective of resolving the matter informally.

- a.) By an employee in person on his own behalf;
- b.) By an employee accompanied by the appropriate Federation representative;
- c.) Through the Federation representative if the employee so requests;
- d.) By the Federation representative in the name of the Federation.

B. Written Procedures (Step 1)

In the event that a matter is not resolved informally, the written grievance shall be submitted to the building supervisor or designee within fifteen (15) days of the act or condition which is the basis of the grievance.

- 1. The grievance may be lodged by an aggrieved employee with or without Federation representation, or the Federation in its name, and a meeting scheduled within five (5) days and thereafter discussed with the building supervisor or designee.
  - a.) By an employee in person on his own behalf;
  - b.) By an employee accompanied by the appropriate Federation representative;
  - c.) Through the Federation representative if the employee so requests;
  - d.) By the Federation representative in the name of the Federation.

2. Within ten (10) days following the meeting in Step B.(1) above, the building supervisor or designee shall communicate the decision and reasoning in writing on the grievance form to the Federation representative and/or the aggrieved employee.

**C. Written Procedure (Step 2)**

Within five (5) days after receiving the Step 1 decision, an appeal may be made to the Superintendent.

1. The Step 2 grievance meeting will be scheduled within five (5) days and thereafter discussed with the Superintendent or designee and the Federation representative and/or the aggrieved employee.:
  - a.) By an employee in person on his behalf;
  - b.) By an employee accompanied by the appropriate representative;
  - c.) Through the Federation representative if the employee requests;
  - d.) By the Federation representative in the name of the Federation.
2. Within five (5) days following the Step 2 meeting, the Superintendent or designee shall communicate the decision and reasoning in writing on the grievance form to the Federation representative and/or the aggrieved employee.

**D. Written Procedure (Step 3)**

Within five (5) days after receiving the decision of the Superintendent or designee, an appeal may be made to the Board. The appeal shall be in writing on the form provided and shall be accompanied by a copy of the original grievance and decision at Step 1 and Step 2.

1. In no less than five (5) days nor more than twenty (20) days after receipt of the appeal, either the Board or a committee appointed by the Board shall hold a hearing on the grievance. Participants in this hearing shall be given at least three (3) days' notice of the hearing unless mutual agreement exists to shorten the time frame.
2. No later than its next scheduled meeting after the hearing of the appeal, the Board shall communicate its decision and reasoning in writing on the form provided to the Federation representative and/or the aggrieved employee.

**E. Advisory Arbitration/Mediation (Step 4)**

Within ten (10) days after receipt of the decision of the Board, the Federation may appeal the decision to advisory arbitration under the auspices and rules of the American Arbitration Association or a State Mediator. The State mediator shall meet with the parties for a mutually agreed upon resolution and may make a recommendation, which

shall not be binding on either party. By mutual consent, however, the parties may elect to go to binding arbitration.

1. The parties may mutually select an arbitrator or ask the American Arbitration Association to submit a list and then follow their selection rules.
2. The fees and expenses of the arbitrator, if any, shall be shared equally by the parties.
3. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
4. Notwithstanding the expiration of this Agreement, any claim or grievance arising hereunder may be processed through the grievance procedure until resolution.
5. No arbitrator shall hear more than one grievance at any one hearing without the mutual consent of the Employer and the Federation.
6. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
7. Grievances that are prohibited subjects of bargaining will not be advanced to arbitration.

## **ARTICLE 12 – CURRICULUM STUDY**

- 12.1 A Professional Study Committee is established, which may consist of a member of the administration, a member from the department involved, an elementary, middle school and high school teacher.
- 12.2 The purpose of this committee is to study the total school program and recommend changes for improvement in curriculum.

## **ARTICLE 13 – ILLNESS OR DISABILITY BENEFITS**

- 13.1 Teachers shall be on the job every school day for which they are paid, except as provided in the following:
  - A. Teachers will be allowed eight (8) sick leave days per year without loss of salary. Unused sick leave days are cumulative to one hundred fifty (150) days. Sick leave will be paid for the following reasons:
    1. Personal illness or quarantine. The Board representative may require a doctor's statement of illness at the teacher's expense.
    2. Serious illness or death in the teacher's immediate family not to exceed eight (8) days, more at the discretion of the Superintendent. (Immediate family means those relatives living in the teacher's immediate household and/or parents and/or children of the teacher and spouse.)

- a. Teachers will be allowed to deduct up to three (3) days of their sick leave for funeral leave in the event of death occurring to relatives of the teachers. The term “relative” shall be defined to include only the following: mother, father, step-parents, brothers, sisters, spouse, children, step-children, mother-in-law or father-in-law, or to any relative living within the teacher’s immediate household. Teachers will be allowed to use one (1) day of their sick leave to attend the funeral of their grandparents, spouse’s grandparents, brother-in-law or sister-in-law. Teachers shall be entitled to use one (1) sick day per year as bereavement leave for someone not covered above, provided the teacher produces verified documentation from the funeral home. Teachers may be granted an additional sick day usage at the discretion of the Superintendent.
- 3. Time necessary for performance of medical and dental appointments when such cannot be made at any other time.
- 4. Teachers shall be required to use accrued sick time concurrently with FMLA leave.
- B. The Superintendent, in his/her sole discretion, may allow use of sick leave as personal leave upon good cause shown. The Superintendent’s decision shall neither be precedent setting nor grievable.
- 13.2 The Board shall contribute fifty (50) days and each teacher shall contribute one (1) of his/her sick days. Each new teacher each year puts one (1) day in the “sick bank”. If the sick bank falls below fifty (50) days, all teachers will put in one (1) day at the beginning of the next school year. The sick bank will be administered by two (2) teachers and one (1) representative of the Board. In order for days to be drawn out, the Board representative must be in agreement with the request.
  - A. Upon the request of any committee member, medical verification must be provided.
  - B. After depletion of an individual’s sick leave days, a minimum of five (5) consecutive days must be missed in order to apply for sick bank days, except when the need for time off is directly related to a previously incurred injury or illness in that same school year.
  - C. No teacher may be granted more than thirty (30) days in any one school year from the sick bank.
  - D. A teacher disagreeing with the decision of the committee may take his/her disagreement to the Board for final resolution.
- 13.3 Teachers will be informed of a number they may call at least one (1) hour prior to their scheduled time to report their unavailability for work.
- 13.4 Salary deduction of one day’s pay may be made, except in an emergency, unless the teacher notifies the building principal in ample time to secure a replacement. One (1) day sick leave credit shall be allowed for each month the teacher is employed up to nine (9) days annually.

- 13.5 A teacher may be allowed to borrow sick leave days during the school year up to the number of days yet to be accumulated during that year.
- 13.6 If a teacher has borrowed on future sick leave and leaves employment, then said teacher shall have the unearned days deducted from the final paycheck.
- 13.7 No borrowing will be permitted from future years.
- 13.8 A teacher who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability until the end of the current school year. The leave of absence may be renewed each year, at the Board's discretion, upon written request by the teacher. To the extent that any leave granted in this Agreement is for an FMLA (Family and Medical Leave Act) qualifying purpose, it shall count towards the teacher's FMLA entitlement.
- 13.9 FMLA leave shall be granted to eligible teachers in accordance with Board policies and federal law. Applicable paid leave shall be concurrent with FMLA. If a teacher fails to return to work, upon his/her own volition, upon the expiration of FMLA leave, said teacher shall repay the Board for any insurance contributions made on behalf of the teacher during the teacher's FMLA leave.
- 13.10 Upon return from a leave of absence or FMLA leave, a teacher shall be placed at the same position on the salary schedule from which he/she left.
- 13.11 A person injured on the job shall not receive sick leave for injuries which is subject to Worker's Compensation. If a teacher elects to draw sick leave rather than Worker's Compensation and has a doctor's statement that he/she is recovered from the injury, then he/she may receive leave compensation retroactive to the date of accident for the time missed. This clause is not aimed at preventing compensation either by sick leave policy or by Worker's Compensation, but it is intended to prevent double compensation.
- 13.12 A teacher absent from duty due to mumps, measles, chicken pox, scabies, lice or pink eye (conjunctivitis) shall not be charged with sick leave for up to ten (10) days providing it can be shown the disease was contracted in school.

#### **ARTICLE 14 – PROFESSIONAL & PERSONAL LEAVE**

- 14.1 The Board will allow the following leave days without charge against the teacher's available sick leave days:
  - A. Absence caused by being called to jury duty. Payment shall be the difference between pay as a juror and the regular daily pay, or the teacher may turn the check from the court over to the District.
  - B. Absence when subpoenaed or deposed as a witness in court, which is approved in advance by the Superintendent, provided that the Board and/or the teacher are not a party to the litigation.



C. Approved visitation to other schools, conferences and conventions.

14.2 At the beginning of every school year, each teacher shall be credited with four (4) days to be used for the teacher's personal business.

A. Four (4) personal business days may be used for any purpose. The Superintendent, in his/her sole discretion, may allow use of sick leave as personal leave upon good cause shown. The Superintendent's decision shall neither be precedent setting nor grievable.

B. A teacher planning to use a personal business day or days shall notify the building principal two (2) days in advance, except in cases of emergency. (Form found in Appendix E.)

C. One personal business day may be used in conjunction with holidays. Up to three (3) teachers allowed to use personal leave per holiday in the District. The Superintendent may approve additional day(s) and/or teacher(s) under extremely unusual circumstances. These holidays include:

1. Thanksgiving Break
2. Christmas Break
3. Spring Break
4. Memorial Day

Eligibility will be determined on a first come, first serve basis as long as an adequate substitute can be arranged.

D. Unused personal business days shall be accumulated in the teacher's personal sick leave.

14.3 A Professional Personal Advisory Committee, consisting of three (3) representatives of the Board of Education and three (3) representatives of the Federation, shall be formed to review requests for leave of absence and shall make recommendations to the Board of Education relative to these requests. The Committee shall maintain the confidentiality of the medical information received, and its decision shall not be grievable.

Teachers granted leaves listed below (A thru D) shall be eligible for COBRA benefits at the teacher's expense, provided that premiums are paid one (1) month in advance.

- A. Study related to teacher's field of certification.
- B. Research or special teaching assignment.
- C. Personal leave without pay.
- D. Sabbatical leave.

14.4 The Board shall grant to any teacher a leave of absence for childbirth and/or child care of an infant for up to twelve (12) months. A teacher will return at the start of a semester unless other arrangements are made. The teacher's remaining accumulated sick leave shall be held in reserve for a time beyond paid disability leave until her return. A teacher adopting a child may receive similar leave. The teacher may continue health insurance currently in

effect at the expense of the Board for the remainder of the current school year or up to twelve (12) weeks, whichever is less, and at the expense of the teacher for the duration of the leave, subject to the limitation set by the carrier. To the extent that any leave granted in this Agreement is for an FMLA (Family and Medical Leave Act) qualifying purpose, it shall count towards the teacher's FMLA entitlement. The teacher shall provide as much advance notice as possible, but at least three (3) months for such leave.

- 14.5 A leave of absence may be granted for up to one (1) year to any teacher for the following purposes: care of seriously ill and/or terminally ill children or immediate family, or any other reason acceptable to the Board. Immediate family includes spouse, children, parents, grandparents, and siblings. Additional time may be granted at the Board's discretion.
- 14.6 Teachers granted a leave of absence for any purpose are expected to notify the Board by April 1st of their intent for the ensuing year. If written notice of intent is not received by this date, it will be concluded that the individual does not desire re-employment. Substitute teachers hired as replacements for teachers who are on leave of absence will be told of the situation in writing.
- 14.7 Upon return from above mentioned leave, the teacher shall be returned to the same step of the salary schedule with no loss of seniority.
- 14.8 Any teacher who is granted an unpaid leave of absence due to illness or injury will continue to have their health insurances paid by the Board until the end of the current school year, unless required by law, or for twelve (12) weeks if FMLA leave applies.
- 14.9 On days when school is suspended and students are not required to be in attendance because of weather and/or road conditions, teachers shall not be required to report to work. If school is cancelled due to cold weather rather than road conditions, teachers may be required to report to work.
- 14.10 All snow or Act of God days, as required by state law, shall be made up and will be rescheduled by mutual agreement. Such rescheduling shall not affect or otherwise require an adjustment of salary, compensation, or other benefits provided under this Agreement. In the event that the Legislature amends the making up Act of God days, the Board will follow the state law. A teacher will not be charged for a personal or sick day if school is cancelled for an Act of God day.

## **ARTICLE 15 – PROFESSIONAL COMPENSATION**

- 15.1 The basic salaries of teachers are set forth in Schedule A of this Agreement. Such salary schedule shall remain in effect during the designated period.
- 15.2 The extra hours on the salary schedule are those hours earned after the teacher has received a teaching certificate. These hours must be 300 level and above unless said hours are part of a university planned master's/specialist's program. The extra hours must be related to the teacher's specific field or teaching itself. The extra hours are semester hours and any term hours will be converted to their semester equivalent. All new hires as of July 1, 1995, must meet the new hour and track degree requirements for schedule track placement.

- 15.3 When a teacher earns sufficient semester hours to move from one position on the salary schedule to another, adjustments shall take place at the start of the semester following completion of the said hours only if proper verification is filed, in writing, with the Superintendent at least one (1) month prior to the start of the semester, unless other written arrangements are made.
- 15.4 All compensation for extracurricular duties, unless otherwise listed in this Agreement, shall be in accordance with the Extracurricular Pay Schedule in Appendix B. This shall not be construed to prevent the Board from paying more for extra duties.
- 15.5 This shall not be construed to prevent the Board from paying more for extra duties. All extra duty assignments are considered non-tenure assignments and may, at the option of the Board, be terminated at the conclusion of the contract.
- 15.6 A. To be eligible for unused sick/personal day pay, teachers need to have a minimum of 100 days in their sick bank at the beginning of the school year. Teachers who are eligible will receive \$75.00 per unused sick days and/or personal days (maximum of 12 days) not used during the current school year, paid in June. Example: At the beginning of the school year, a teacher has 105 days of unused sick/personal days and is eligible to participate. During the school year, the teacher receives 8 sick days and 4 personal business days for a total of 12 days and they use 4 sick days and 1 personal day. The teacher will receive \$75.00 for 7 (12 earned days minus 5 total days used) unused sick/personal days for a total payment of \$525.00.

Teachers will still be able to accumulate more than 100 days.

- B. In the event of retirement under MPSERS, a teacher shall receive payment for accumulated sick leave. Payment shall be paid at the following rate:

100 – 150 accumulated days  
\$2,900.00

151 – 300 accumulated days  
\$4,400.00

At the teacher's request, payment will be made either in October or January of the year following retirement. Said payment will be a non-elective employer contribution paid directly to the 401(a) or 403(b) special payment plan if allowed by law.

- 15.7 Teachers employed for additional instructional services beyond the workday, such as summer school and tutoring, shall receive \$45.00 per hour. No pay will be given for preparation time.
- 15.8 Instruction of District teachers will be paid at \$20.00 per hour of contact.
- 15.9 When a teacher is given an extra assignment for the entire year, the teacher shall be paid a fractional part of his/her current salary step for the extra assignment. The fraction will be the reciprocal of the number of periods established by Article 5.1.
- 15.10 Teachers employed for per-period substituting shall be paid \$30.00 per hour.

- 15.11 Teachers employed as a detention hall supervisor and/or in school suspension supervisor shall be paid at an hourly rate of \$15.50.
- 15.12 The band director shall receive seven (7) weeks' pay based on the school year weekly rate with duties as described in the job description and subject to approval of time sheets.
- 15.13 The Counselor will receive the school weekly rate for each extra week worked.
- 15.14 Department heads are selected by the administration in the following manner:
- A. The number and need for department heads will be at the discretion of the building administrator.
  - B. Position is posted describing duties and qualifications.
  - C. Applications received and reviewed.
  - D. Applications are evaluated by the building principal.
  - E. Interviews may be conducted.
  - F. Department heads will be paid \$500.00.
- 15.15 When teachers are required to drive their personal cars on school related business, they shall receive the standard mileage rate as set by the IRS. The same allowance shall be given for use of personal vehicles for field trips or other business of the school district. Before a teacher will be reimbursed for using their personal vehicle, the teacher must confirm that a school vehicle is unavailable, and must have prior written approval from the Superintendent. The rate will be set on July 1st of each year for the upcoming school year.
- 15.16 The Board shall implement and pay 95% of the State of Michigan hard cap amounts as determined by the teacher's needs. At insurance renewal, the employer will calculate the premiums and apply the above hard caps. Premiums that exceed the above hard caps will be payroll deducted from teacher's pay over 21 pay periods.

Teachers who have the H.S.A. plan and leave employment, will have to pay back the Board contribution for months in which they no longer have the H.S.A. insurance coverage. For example, the Board makes a six (6) month contribution in July which covers the period of July through December and the teacher terminates employment in October, then the teacher will have to repay the Board for two (2) months of the Board's contribution for November and December.

It is the teacher's responsibility to notify the employer within thirty (30) days of any changes that would affect the teacher's insurance needs, such as: birth of a child, adoption, marriage, divorce, dependent ineligibility, etc.

- A. Teachers who do not elect insurance coverage shall receive a cash payment in lieu of insurance coverage in the amount of \$2,000, on the conditions that the teacher: voluntarily and in writing opts out of the health insurance benefits coverage available; and (2) provides documentation to the Superintendent's designee that the teacher has other health coverage that meets the minimum value and coverage requirements of the Affordable Care Act. The cash in lieu payment will be prorated and paid out to the

teacher over the regular pay periods.

- 15.17 Failure to report changes of insurance coverage will result in the teacher being docked and/or required to reimburse the Board for the cost differences in the insurance premium incurred by the Board during that current contractual year. (See Article 15.16). [Moved from Art 17.3]
- 15.18 The Board shall provide the Federation with an up-to-date copy of the insurance carrier's summary plan description. The Board may select a different carrier as long as the coverage is equal to the existing coverage.
- 15.19 Life Insurance. The Board shall pay, without cost to the teacher, the premiums for the group life insurance protection which shall pay to the teacher's designated beneficiary the sum of fifty thousand dollars (\$50,000.00).
- 15.20 The teacher's rate shall be determined in the following manner: annual salary divided by 186 work days equals daily rate; daily rate divided by 7 ½ hours equals hourly rate.
- 15.21 Prior to the beginning of the school year, each teacher shall indicate the method by which they want to be paid. All payments will be deposited into the teacher's paperless account and paper payroll checks will not be used. The options are as follows:
- A. Twenty-six (26) pays, summer included.
  - B. Twenty-one (21) pays.
- 15.22 The Board shall pay the dental premiums for each teacher based on the teachers' needs (i.e., full family, two person or single subscriber). The program shall provide each teacher with coordination of benefits. Each teacher shall have his/her individual policy with freedom to add his/her dependents). The Schedule of Dental Benefits is as follows:

**TYPE I BENEFITS:** (Preventative/Restorative Services)

Percentage ..... 60% U.C. & R.  
Lifetime Deductible Amount ..... \$ N/A  
Incentive Plan Increments ..... 0% Each Calendar Year

**TYPE II BENEFITS:** (Replacement Services)

Percentage ..... 50%  
Annual Deductible Amount ..... \$ N/A

**TYPE III BENEFITS:** (Orthodontic Benefits)

Percentage ..... 50%  
Lifetime Deductible Amount ..... \$ N/A

**PLAN MAXIMUMS**

**TYPE I AND II SERVICES:**

Maximum Annual Benefit per Covered Individual ..... \$800.00

**TYPE III SERVICES:**

Lifetime Maximum Benefit per Covered Individual .....\$600.00

- 15.23 Long-Term Disability Insurance. The Board shall provide, without cost to the teacher, a long-term disability protection group insurance plan. The following benefits will be included:

- A. Benefits shall not be less than sixty percent (60%) of the teacher's normal monthly earnings to maximum benefit of two thousand dollars (\$2,000) a month until age 65.
- B. Monthly benefits begin and are payable from the one hundred eighty-first calendar day of disability.

- 15.24 Vision Plan. The Board shall provide for each teacher the Trust Funded Vision Care insurance program, the exact amount to be determined by the teacher's needs (i.e., full family, two person or single subscriber). The program shall provide each teacher with coordination of benefits. Each teacher shall have his/her individual policy with freedom to add his/her dependents. The Schedule of Benefits is as follows:

Complete Vision Examination: (Maximum Allowed).....\$ 48.00  
Single Vision Prescription: Maximum per Pair of Lenses ...\$ 63.00  
Bifocal Prescription: Maximum per Pair of Lenses.....\$ 72.00  
Trifocal Prescription: Maximum per Pair of Lenses.....\$ 90.00  
Lenticular Prescription: Maximum per Pair of Lenses .....\$108.00  
Frames: Maximum per Standard Set.....\$ 55.00  
Contact Lens Prescription: Maximum per Pair of Lenses ....\$150.00

**BENEFIT SERVICE FREQUENCY:**

Vision Examination: Once every benefit period

Lenses: .....Once every benefit period

Frames:.....Once every benefit period

**ARTICLE 16 – CALENDAR**

- 16.1 The school calendar shall be jointly worked out between the parties. The calendar shall be attached as Appendix C.

- 16.2 An orientation day for all new teachers shall be held prior to the opening of school in the fall within five (5) days of the first scheduled day classes are to begin.
- 16.3 Returning teachers will attend one-half (1/2) day of orientation.
- 16.4 There shall be, in addition, one (1) in-service or principal day as both parties agree such days are conducive to better education. Students will not attend school on in-service or principal days.
- 16.5 In-service or principal dates will be planned jointly by the Board representative and the Federation. The cost of said days is the responsibility of the Board.
- 16.6 The calendar will also contain one (1) record day, which will be used by teachers to work on their record keeping and grading procedures. The record day to be held at the end of the first semester. Students will not attend school on records day.
- 16.7 The school year will reflect 186 teacher days and 180 student days. There will be one (1) record day and principal's day, and the equivalent of five (5) in-service days\* for the duration of this Agreement contingent upon the number of student days required by the State of Michigan.
- \*Four (4) regular scheduled in-service days and seven (7) remaining hours of in-service scheduled through existing customary monthly staff meetings.
- 16.8 The presence of teachers at open house is part of the regular responsibilities of the teacher.
- 16.9 Extra days for continuous school improvement, and curriculum work will be paid at \$30.00 per hour. These days and the participants will be pre-approved by the building administrator and/or the superintendent.
- 16.10 The building principal may schedule a one-hour (60 minute) staff meeting every other week. In consideration for this time, teachers will be forgiven six (6) minutes at the beginning of each work day for the ten (10) days prior (60 minutes total to be used for collaborative staff meeting time). Total minutes in any two-week period will continue to reflect an average of seven and one-half hours per day or a total of 75 hours in two weeks. (See Article 5.1)

## **ARTICLE 17 – MISCELLANEOUS PROVISIONS**

- 17.1 This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms in any individual teacher contracts in effect during the term hereof.

Individual teacher contracts will be made expressly subject to the terms of this Agreement and board policy.

- 17.2 The Board, by payment of the insurance premiums required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided by the coverage. The failure of an insurance company to provide any of the benefits which it has contracted for any reason shall not result in any liability to the Board or the Federation nor shall such failure be considered a breach by either of them of any obligation under Articles dealing with insurance.
- 17.3 Failure to report changes of insurance coverage will result in the teacher being docked and/or required to reimburse the Board for the cost differences in the insurance premium incurred by the Board during that current contractual year. (See Article 15.16).

### **ARTICLE 18 – MENTORS**

- 18.1 Building principals will solicit interest via staff email to building teachers for mentor candidates. Mentors will be appointed by the building principal. The Federation will be informed of mentor assignments.
- 18.2 Reasonable effort will be made to assign one (1) mentee per mentor. The mentor teaching assignment shall be for one (1) year, which may be renewed at the District's discretion.
- 18.3 The mentor teacher may be a tenured member of the Federation, whenever possible. Retired teachers or administrators may also be mentors. Effort will be made to match mentor teachers and mentees who have the same area of certification.
- 18.4 Mentor/mentee pairs are required to maintain accurate logs documenting meeting dates and time of relevant professional development. Logs are to be forwarded to the building principal no later than June 1 or the last teacher workday. Minimum log hours and delivery of the log to the building principal is required for mentor pay to be processed.
- 18.5 New teacher hires not requiring a mentor under statute or current teacher placed in a new curriculum or a new building may request and the District may approve a transition mentor. A "new assignment" is defined as movement from a 9-12, 5-8, or K-4 level to another level/grade range, or movement between special education and regular education. The transition mentor assists the teacher in becoming familiar with school and District policies.
- 18.6 In the first year, the mentor shall be paid a \$750 stipend in June, and shall provide at least 25 hours of service with the mentee. In the second year, the mentor shall be paid a \$540 stipend in June for at least eighteen (18) hours of service. In the third year and for the transition year, the mentor shall be paid a \$300 stipend in June for at least ten (10) hours of service.

### **ARTICLE 19 – DURATION OF AGREEMENT**

- 19.1 This Agreement shall be effective as of July 1, 2024, and shall remain in full force and effect until June 30, 2027. The Board and the Federation during the life of this Agreement



voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

- 19.2 An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531 may reject, modify, or terminate this Agreement as provided therein. This clause is inserted into this Agreement pursuant to 2011 PA4 "The Local Government and School Fiscal Accountability Act". The parties do not mutually agree on this provision. By signing this Agreement, the Federation does not agree or acknowledge that this provision is binding on either the Board or the Federation. The Federation reserves the right to assert, when appropriate, that this clause is not enforceable.

**TAWAS AREA SCHOOL DISTRICT**

**TAWAS AREA FEDERATION OF TEACHERS**

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A – SALARY SCHEDULE**

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**Schedule A**

**SALARY SCHEDULE 2024-2025**

(4% Increase + steps)

<b>Step</b>	<b>BA</b>	<b>BA +18</b>	<b>MA or BA+50</b>	<b>Ed. Spec. or MA+35</b>
1.0	46,320	47,506	49,882	50,476
2.0	46,845	47,887	49,974	51,015
3.0	47,370	48,267	50,063	51,551
3.5	48,028	49,095	51,237	52,303
4.0	49,243	50,337	52,532	53,625
4.5	50,487	51,611	53,859	54,981
5.0	51,764	52,912	55,219	56,369
5.5	53,071	54,252	56,613	57,793
6.0	54,410	55,621	58,043	59,253
6.5	55,788	57,026	59,511	60,752
7.0	57,196	58,470	61,014	62,286
7.5	58,641	59,945	62,558	63,859
8.0	60,123	61,463	64,136	65,472
8.5	61,641	63,015	65,759	67,128
9.0	63,199	64,606	67,421	68,825
9.5	64,796	66,237	69,124	70,564
10.0	66,433	67,914	70,870	72,347
10.5	68,113	69,630	72,663	74,176
11.0	69,835	71,388	74,498	76,052
11.5	71,599	73,192	76,381	77,972
12.0	74,753	76,411	79,725	81,382

\*(Please refer to language in Article 15.2 on hours and track degree requirements.)

## Schedule A

### SALARY SCHEDULE 2025-2026

(3% Increase + steps)

Step	BA	BA +18	MA or BA+50	Ed. Spec. or MA+35
1.0	47,710	48,932	51,379	51,990
2.0	48,250	49,323	51,473	52,546
3.0	48,791	49,715	51,565	53,098
3.5	49,469	50,568	52,774	53,872
4.0	50,720	51,847	54,108	55,234
4.5	52,002	53,159	55,475	56,630
5.0	53,316	54,500	56,876	58,060
5.5	54,663	55,880	58,312	59,527
6.0	56,042	57,290	59,784	61,031
6.5	57,461	58,737	61,296	62,575
7.0	58,912	60,224	62,844	64,154
7.5	60,400	61,744	64,435	65,774
8.0	61,927	63,307	66,060	67,437
8.5	63,490	64,906	67,732	69,142
9.0	65,095	66,544	69,443	70,890
9.5	66,740	68,225	71,198	72,680
10.0	68,426	69,951	72,996	74,517
10.5	70,156	71,719	74,843	76,401
11.0	71,930	73,530	76,733	78,333
11.5	73,747	75,388	78,673	80,311
12.0	76,995	78,704	82,116	83,824

\*(Please refer to language in Article 15.2 on hours and track degree requirements.)

## Schedule A

### SALARY SCHEDULE 2026-2027

(2% Increase + steps)

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Step	BA	BA +18	MA or BA+50	Ed. Spec. or MA+35
<hr/>				
1.0	48,664	49,910	52,406	53,030
2.0	49,215	50,310	52,503	53,597
3.0	49,766	50,710	52,596	54,160
3.5	50,458	51,579	53,829	54,949
4.0	51,734	52,884	55,190	56,338
4.5	53,042	54,222	56,584	57,763
5.0	54,383	55,590	58,013	59,221
5.5	55,756	56,997	59,478	60,718
6.0	57,163	58,436	60,980	62,252
6.5	58,610	59,912	62,522	63,826
7.0	60,091	61,428	64,101	65,437
7.5	61,608	62,979	65,724	67,090
8.0	63,165	64,573	67,381	68,785
8.5	64,760	66,204	69,086	70,525
9.0	66,397	67,875	70,832	72,308
9.5	68,075	69,589	72,622	74,134
10.0	69,794	71,350	74,456	76,007
10.5	71,559	73,153	76,340	77,929
11.0	73,369	75,000	78,267	79,900
11.5	75,222	76,896	80,246	81,917
12.0	78,535	80,278	83,759	85,500

\*(Please refer to language in Article 15.2 on hours and track degree requirements.)

## SCHEDULE B

Teachers assigned to extracurricular positions listed in Appendix B shall have their pay calculated in the following manner:

1. Newly hired coaches will be granted one half credit (years of experience) for up to 10 years' experience (maximum of 5 years credit towards step) within the same extra-curricular activity. (i.e., baseball/softball any level experience will be granted credit towards baseball/softball any level).
2. Coaching Transfer: Coaches will be granted credit when transferring within the same extracurricular activities (i.e., JV to varsity or varsity to 9th grade including boys to girls or vice versa).
3. The district will grant a coach one-half the years of experience coached outside of Tawas Area Schools in the activity they are applying for, up to 5 years of coaching credit. Recorded years of experience in that activity obtained within Tawas Area Schools will be granted in full. (i.e., if the coach has years of experience in baseball in another district and applies for baseball, the coach would be granted one-half of the years of experience obtained outside of the district toward the baseball position, up to a total of 5 years).
4. The maximum obtainable credit for coaching for one year, independent of the number of activities coached is one step per year (i.e., the same individual coaches several activities in the same school year will only receive one step credit per year).
5. Same extracurricular activities are as follows:
  - Girls basketball/Boys basketball – all levels
  - Girls track/Boys track – all levels
  - Softball/Baseball – all levels
  - Girls soccer/Boys soccer – all levels
  - Football – all levels
  - Cross Country – all levels
  - Volleyball – all levels
  - Cheerleading – all levels
  - Golf – all levels
  - Wrestling – all levels
  - Math Competition – all levels
  - Science Olympics – all levels
  - Knowledge Bowl – all levels
6. The following positions shall be paid with the approval of the building administrator for the term of this Agreement:

Choir Director .....	500
Debate .....	500
*Dramatics/per play .....	1,435
Earth Crew .....	500

Flag Director .....	675
Forensics .....	500
* High School Yearbook.....	1,450
Middle School Student Council .....	450
National Honor Society.....	750
*Newspaper.....	500
Safety Patrol.....	600
Spanish Club .....	600
Student Council .....	650
Junior Class Sponsor.....	750
Senior Class Sponsor .....	750
Other Class Sponsors .....	500
Other Approved Clubs .....	500

**APPENDIX A**  
**2024-2027**  
**ATHLETICS/EXTRACURRICULAR**

The base (\$52,177) shall be used to calculate the base salary by dividing said salary by 10 (\$5217). The listed percentage of this figure will be paid for that position. An additional 2 % of the base (\$5217) will be paid after a teacher has worked in the position for 5 years. An additional 2% of the base (\$5217) will be paid after a teacher has worked in the position for 10 years.

<b>ACTIVITY</b>	<b>BASE%</b>	
VARSITY FOOTBALL	95%	
BOYS VARSITY BASKETBALL	95%	
GIRLS VARSITY BASKETBALL	95%	
BOYS VARSITY SOCCER	95%	
GIRLS VARSITY SOCCER	95%	
VARSITY BASEBALL	80%	
VARSITY SOFTBALL	80%	
VARSITY VOLLEYBALL	80%	
BOYS TRACK	80%	
GIRLS TRACK	80%	
WRESTLING	80%	CROSS COUNTRY 70%
ASSISTANT VARSITY FOOTBALL	65%	
BOYS ASSISTANT TRACK	65%	
GIRLS ASSISTANT TRACK	65%	
HEAD JV FOOTBALL	60%	
BOYS JV BASKETBALL	60%	
GIRLS JV BASKETBALL	60%	
BOYS ASSISTANT VARSITY SOCCER	60%	
GIRLS ASSISTANT VARSITY SOCCER	60%	
BOYS JV SOCCER	60%	
GIRLS JV SOCCER	60%	
BOYS VARSITY GOLF	60%	
GIRLS VARSITY GOLF	60%	
JV BASEBALL	45%	
JV SOFTBALL	45%	
JV VOLLEYBALL	45%	
VARSITY CHEERLEADING	45%	
ASSISTANT JV FOOTBALL	40%	
ASSISTANT WRESTLING	40%	
BOYS 9 <sup>TH</sup> GRADE BASKETBALL	35%	
GIRLS 9 <sup>TH</sup> GRADE BASKETBALL	35%	
9 <sup>TH</sup> GRADE VOLLEYBALL	35%	
JUNIOR HIGH FOOTBALL	30%	

<b>ACTIVITY</b>	<b>BASE%</b>
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BOYS 8 <sup>TH</sup> GRADE BASKETBALL	30%
GIRLS 8 <sup>TH</sup> GRADE BASKETBALL	30%
BOYS 7 <sup>TH</sup> GRADE BASKETBALL	30%
GIRLS 7 <sup>TH</sup> GRADE BASKETBALL	30%
JV CHEERLEADING	30%
FRESHMAN CHEERLEADING	30%
MIDDLE SCHOOL CHEERLEADING	30%
8th GRADE VOLLEYBALL	30%
7 <sup>TH</sup> GRADE VOLLEYBALL	30%
7 <sup>TH</sup> GRADE TRACK	30%
8 <sup>TH</sup> GRADE TRACK	30%
MIDDLE SCHOOL CROSS COUNTRY	30%
HIGH SCHOOL SCIENCE OLYMPICS	55%
JUNIOR HIGH SCHOOL SCIENCE OLYMPICS	55%
KNOWLEDGE BOWL	30%
JUNIOR HIGH SCIENCE OLYMPICS ASSISTANT	25%
HIGH SCHOOL MATH COMPETITION	25%
JUNIOR HIGH MATH COMPETITION	25%
HS ROBOTICS HEAD COACH	72.5%
HS ROBOTICS ASST. COACH	72.5%
MS ROBOTICS HEAD COACH	\$1,000
MS ROBOTICS ASST. COACH	\$1,000

## SCHOOL CALENDAR

# OCTOBER

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

## JANUARY

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

# APRIL

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

## JUNE




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

Non-student day but  
teacher work day:

August	20	21	22
--------	----	----	----

November 1

January 17

 = No school for students, full day for teachers  
 = No school for students or teachers  
 = 1/2 day for students, full day for teachers

September	2	Labor Day
November	28	Thanksgiving
December	25	Christmas
January	1	New Year's Day
April	18	Good Friday
May	26	Memorial Day

<b>Total:</b>	<b>186</b>
	<hr/>
	<b>180</b>

**Teacher Days**  
**Student Days**

**STUDENT DAYS:**

**First: August 26**

**Last: June 6**

**TEACHER DAYS:**

**First: August 20**

**Last: June 6**

November 15th is a scheduled compensation day for the evening parent-teacher conferences.

**APPENDIX C  
GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_ Tawas Area School District

Submit to Principal in duplicate

Distribution of Form

1. Superintendent
2. Principal
3. Federation
4. Teacher

Building

Assignment

Name of Grievant

Date Filed

**STEP I**

A. Date cause of grievance occurred \_\_\_\_\_

B. 1. Statement of grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief sought \_\_\_\_\_

\_\_\_\_\_

C. Meeting held \_\_\_\_\_ Signature \_\_\_\_\_

Date

Principal

Federation Representative Signature \_\_\_\_\_

D. Disposition by Principal \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

**STEP II**

A. Date received by Superintendent or Designee \_\_\_\_\_

B. Disposition of Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

C. Meeting held \_\_\_\_\_ Signature \_\_\_\_\_

Date

Superintendent

Federation Representative Signature \_\_\_\_\_

D. Position of grievant and/or Federation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

### STEP III

A. Date received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. Meeting held \_\_\_\_\_ Signature \_\_\_\_\_

Date

Board Representative

Federation Representative Signature \_\_\_\_\_

D. Position of grievant and/or Federation \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

## APPENDIX D

### TAWAS AREA SCHOOLS STAFF REQUEST FOR LEAVE OF ABSENCE

EMPLOYEE NAME: \_\_\_\_\_

SCHOOL/DEPARTMENT: \_\_\_\_\_

DATE(S) REQUESTED: \_\_\_\_\_

☐ **HALF DAY**  
A.M. or P.M.  
(please circle one)

☐ **FULL DAY**

\*Advance notification is required. Authorization must be granted prior to the leave, except in cases of emergency.

\*The staff member requesting leave must submit completed form to immediate supervisor/principal.

\*If your supervisor approves your time off, it doesn't guarantee that you have the day(s) available.

#### TYPE OF LEAVE

☐ **Illness Day (Self)**

☐ **Family Illness Day** (Please circle the appropriate family member)

\*Relatives living in your immediate household, parents, children of employees or spouse

\*Limited to a maximum of eight (8) per year for Non-Certified

\*Serious Illness or Death in the immediate family not to exceed 8 days for Certified

☐ **Death in Immediate Family** (Please circle the appropriate family member)

\*Up to 3 days for: mother, father, step-parents, brothers, sisters, wife or husband, sons or daughters, step-

children, mother-in-law or father-in-law, or to any relative living within the employee's immediate household

\*One (1) day for: grandparents, spouse's grandparents, brother-in-law or sister-in-law

☐ **Funeral Day**

\*One (1) sick day per year as bereavement leave for someone not covered above, provided the employee produces verified documentation from the funeral home such as a memorial/prayer card.

☐ **Personal Business**

☐ **Vacation** (Year Round Employees)

☐ **School Business/Professional Development** (Fill out the back of this form)

☐ **Jury Duty**

☐ **Court Subpoena** (Needs to be approved in advance by the Superintendent)

☐ **Other** – Please explain \_\_\_\_\_

SUBSTITUTE NEEDED: ☐ Yes ☐ No

Employee Signature \_\_\_\_\_

Date Submitted \_\_\_\_\_

☐ **Approved**

☐ **Denied**

Reason \_\_\_\_\_

Name of Substitute: \_\_\_\_\_

Principal/Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

Updated 8/26/2015

## APPENDIX E

### PLACEMENT, LAYOFF/RECALL, AND EVALUATION

Decisions about placement, layoff/recall, and evaluation of a “teacher” under Revised School Code Section 1249, or who is assigned to students in any grades K to 12 as a “teacher of record” (“classroom teacher”) will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures as required under Revised School Code.

1. ***Placement of Classroom Teachers.*** The Superintendent or designee decides placement decisions, when a vacancy exists, and when a posting is made. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:
  - a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
  - b. 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.
  - c. Classroom teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249.
  - d. A “vacancy” shall be defined as an unassigned, open position or a newly created position which the district intends to fill. Vacancies shall be posted at least ten (10) business days prior to being filled.
  - e. In addition, 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:
    - Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
    - Credentials needed for District, school, or program accreditation;
    - Educational level;
    - 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;

- 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;
  - Disciplinary record, if any
  - Length of service in a grade level(s) or subject area(s);
  - Recency of relevant and comparable teaching assignments;
  - Previous effectiveness ratings;
  - Professionalism (including but not limited to punctuality and professional rapport with colleagues, parents, and students);
  - Compliance with state and federal law; or
  - Other non-arbitrary or capricious reasons.
- f. Length of service within the District may be considered as a tiebreaker if a classroom teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.
- g. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- h. A "transfer" shall be defined as either a voluntary or involuntary change in a classroom teacher's position to another classroom teacher position. A classroom teacher may, by April 1 of a school year request a transfer for the subsequent school year by submitting written notice to the Human Resources Director or designee.
- i. The Superintendent or designee has discretion to involuntarily transfer a teacher into a position for which they are certified or qualified for non-arbitrary or capricious reasons. Notice of an involuntary transfer of a classroom teacher shall be provided to the teacher and Federation President with the reasons for the transfer.
- j. The following teachers are not eligible for change of placement to a new position upon the teacher's request or to fill a vacancy, unless the Superintendent or designee determines that the change of placement is in the best interest of the District:
- i. teachers placed on an individualized development plan in the 24 months before the change of placement or voluntary transfer request;
  - ii. teachers rated minimally effective, ineffective, developing, or needing support in their last three evaluations;

- iii. the teacher's credentials, including endorsement or teaching certificate, or training is needed to fill a position that the District cannot otherwise fill; or
- iv. the teacher has requested and received a change of placement or voluntary transfer in the previous five (5) school years.

**2. *Layoff/Recall of Classroom Teachers.***

- a. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing classroom teaching staff or that a reduction in classroom teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the classroom teaching positions to be reduced.
- b. Reduction in force and recall decisions must be made based on classroom teacher effectiveness criteria established in Revised School Code Section 1249 and this Appendix.
- c. Decisions about the reduction and recall of teachers will be guided by the following criteria:
  - i. Retaining the most effective classroom teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). A probationary classroom teacher rated as "effective" (or highly effective) on the classroom teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured classroom teacher solely because the other classroom teacher is tenured under the Teachers' Tenure Act.
  - ii. Classroom teachers must be properly certified, approved, or authorized for all aspects of their assignments. The classroom teacher's certification, authorization, or approval status 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; and based on documentation on file with the Superintendent's office.
  - iii. A classroom teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.



- iv. If a classroom teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- d. In addition, 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:
  - Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
  - Credentials needed for District, school, or program accreditation;
  - Educational level;
  - 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;
  - Disciplinary record, if any;
  - Length of service in a grade level(s) or subject area(s);
  - Recency of relevant and comparable teaching assignments;
  - Previous effectiveness ratings;
  - Professionalism (including but not limited to punctuality and professional rapport with colleagues, parents, and students);
  - Compliance with state and federal law.
- e. Classroom Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.
  - i. Reduction and recall decisions will be based on the classroom teacher's certification and qualifications in the District's records at the time of the decision.
  - ii. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
  - iii. Failure to maintain current contact information may negatively impact the teacher's recall.
- f. Length of service within the District will be used as a tiebreaker for layoff decisions if a classroom teacher layoff decision involves two or more equally

qualified classroom teachers. Classroom teacher reductions and recalls are by formal Board action.

- g. Before the Board authorizes a classroom teacher reduction, the Superintendent or designee will notify, in writing, the affected classroom teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
- h. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected classroom teacher and Federation.
- i. A classroom teacher's length of service with the District as a classroom teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.
- j. Classroom teacher reduction in force decisions will be implemented by the following:
  - i. If 1 or more classroom teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those classroom teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a classroom teacher(s) for reduction in force will be based on the factors set forth in this Appendix.
  - ii. Classroom teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Appendix.
  - iii. When a classroom teaching position is identified for reduction and there exists a concurrently vacant classroom teaching position for which the classroom teacher in the position to be reduced is both certified and qualified, and the classroom teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that classroom teacher may be assigned to the vacant position consistent with this Appendix unless the Superintendent or designee determines (based on non-arbitrary or capricious reasons) that the District's educational interests would not be furthered by that assignment.
  - iv. If more than 1 classroom teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant classroom teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix, unless the Superintendent determines (based on non-arbitrary or capricious

reasons) that the District's educational interests would not be furthered by that assignment.

- v. If the reduction or recall decision involves more than 1 classroom teacher and all other factors distinguishing those teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.
- vi. At least 30 calendar days' notice of reduction in force will be provided to the classroom teacher and Federation, absent extenuating circumstances.

k. Classroom Teacher Recall Process

- i. A classroom teacher is eligible for recall under this Appendix for 18 months from the date the District implemented the reduction in force.
- ii. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
- iii. Before or in lieu of initiating the recall of a laid-off classroom teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Appendix.
- iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take the following action to fill a vacancy: Recall the laid-off classroom teacher who is certified and qualified for the vacancy, provided the classroom teacher was rated at least effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix.
- v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled classroom teachers and will establish the time within which a classroom teacher must accept recall to preserve the teacher's employment rights. A teacher who accepts a recall shall be placed on the same step where the teacher was at the time the teacher was laid-off.
- vi. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has

extended the time limit in writing. If such a teacher applies to the District in the future, the teacher will not be entitled upon rehire to return to the prior step where the teacher was at time of being laid-off; the Superintendent will have the sole discretion to place the teacher at an appropriate step on the salary scale.

3. ***Evaluation of Classroom Teachers.*** Classroom teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:
  - a. a year-end evaluation process that meets statutory standards and is conducted by a District administrator;
  - b. an evaluation tool that incorporates components required by law, including:
    - i. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249; and
    - ii. the teacher's performance.
  - c. an individualized development plan (IDP) with measurable performance goals developed by the evaluator in consultation with the teacher and recommended training, coaching, professional development or resources designed to improve the teacher's effectiveness for:
    - i. all probationary teachers;
    - ii. teachers rated developing, needs support; or
    - iii. at the administrator's discretion when performance deficiencies are noted. To the extent allowable by law, the District will notify a classroom teacher of complaints that might lead to discipline.
  - d. Classroom observations of at least 15 minutes each which include, at a minimum, a review of the classroom teacher's lesson plan, the state or national curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;
  - e. a mid-year progress report, if required by law, which aligns with the classroom teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training, coaching, professional development, or resources identified by the evaluator; and year evaluations must be completed by March 1 of each school year for classroom teachers employed since the beginning of the school year.

- f. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
- g. tenured classroom teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the classroom teacher is not rated as effective on one of the triennial year-end evaluations, the classroom teacher must receive year-end evaluations. If a classroom teacher on the triennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations; year end evaluations for classroom teachers shall be completed at least ten (10) business days before the end of the school year.
- h. a mentor for classroom teachers rated developing or needing support or for classroom teachers as required by law;
- i. opportunity for a tenured classroom teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249 (or successor provision);
- j. Use of an MDE approved evaluation tool, which is in compliance with Revised School Code Section 1249 (or successor provision) and corresponding regulations;
- k. If the Superintendent recommends that the Board change the evaluation tool, then the Superintendent shall consult with a committee comprised of administrators and teachers to decide on another MDE approved evaluation tool that is in compliance with the Revised School Code Section 1229 (or successor provision) and corresponding regulations;
- l. website posting of required information for the MDE approved evaluation tool;
- m. training on the MDE approved evaluation tool for teachers and evaluators as required by law.
- n. If a tenured classroom teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the classroom teacher shall be discharged consistent with due process. The District is not precluded from discharging a classroom teacher at other times as provided by the Teachers' Tenure Act.
- o. If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.
- p. The parties will by September 1, 2024 negotiate and reach consensus concerning how to measure student growth and assessment data or student learning objective metrics to be considered for 20% of the evaluation. If a consensus is not reached by September 1, 2024, the District will use the assessment data currently utilized.

- q. A probationary classroom teacher cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating.
4. ***Grievance Procedure.*** An alleged violation of this Appendix is not subject to arbitration in the grievance process; except, probationary teachers cannot challenge any aspect of the negotiated evaluation process, including observations, the IDP, the mid-year performance review, or their assigned rating per paragraph 3(p) above. An Arbitrator, however, has jurisdiction to consider a grievance filed under the Article G grievance process by a tenured teacher with two (2) consecutive ratings of “Needing Support.”