

**MASTER AGREEMENT**

*Between*

**TRAVERSE BAY AREA INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION**

*And*

**TRAVERSE BAY AREA INTERMEDIATE SCHOOL DISTRICT EDUCATION  
ASSOCIATION/MICHIGAN EDUCATION ASSOCIATION/  
NATIONAL EDUCATION ASSOCIATION**

**2010 – 2012**

**MASTER AGREEMENT  
2010-2012**

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This Agreement entered into this first day of July, 2010 by and between the Traverse Bay Area Intermediate School District Education Association/Michigan Education Association/National Education Association, hereinafter called the "Association" and the Traverse Bay Area Intermediate School District, hereinafter called the "District".

### PREAMBLE

*WHEREAS*, the parties hereto recognize that it is in their mutual interest and responsibility to meet the educational needs of the students served by the school district, as required by law, and that the quality and character of such education depends upon the effective administration and delivery of such services; and

*WHEREAS*, the parties further recognize that the quality and morale of the professional staff is enhanced by the creation and maintenance of an atmosphere and working conditions conducive to the educational process; and

*WHEREAS*, it is further recognized by the parties that both parties have a mutual obligation pursuant to law to bargain collectively in good faith concerning wages, hours and other terms and conditions of employment; and

*WHEREAS*, both parties to this contract have reached certain understandings and agreements hereinafter set forth effecting wages, hours and other terms and conditions of employment,

*NOW, THEREFORE*, in consideration of mutual agreements and covenants of the parties it is agreed as follows:

### ARTICLE I

#### RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Act 336 of the Public Acts of Michigan of 1947, as amended, for all regular full-time and regularly employed part-time certificated professional personnel, including vocational, special and general education classroom teachers, school psychologists, teacher consultants, occupational therapists, physical therapists, registered nurses, speech therapists, orientation and mobility instructors, school social workers and coordinators, but excluding there from the superintendent, assistant superintendent, directors, all other supervisors and all other employees.

The term "certificated professional personnel" shall mean those professional personnel which are certificated by the Department of Education, State of Michigan.

The term "regularly employed part-time" personnel shall mean those certificated professional employees who are assigned on a regular basis for a vacancy or newly created position during the school year which is to extend for not less than sixty (60) consecutive working days. It shall not include substitute professional employees who are assigned on an irregular sporadic basis.

## ARTICLE II

### MANAGEMENT RIGHTS

The Association recognizes that the Board on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and by the statutes of the State of Michigan, particularly the Michigan Revised School Code, and by the Constitution of the United State, including, by without limiting the generality of the right to establish policy for the executive management and administrative control of the school systems, its properties, its facilities and its personnel, including the assignment of personnel, as well as the methods and means necessary to the proper execution of the foregoing obligations, provided that such rights shall be exercised in conformity with and not in derogation of the provisions of this Agreement.

## ARTICLE III

### NEGOTIATION PROCEDURE

A. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is further recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education of the School District and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all the necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations or bargaining, subject to final ratification.

B. The Board agrees to furnish to the Association, in response to reasonable requests, the information necessary for collective bargaining, to process grievances and to administer this Agreement.

C. An organizational meeting for subsequent negotiations shall be initiated and held by the parties hereto not less than ninety (90) days prior to the end of this Agreement

## ARTICLE IV

### SCHOOL CALENDAR

A. School calendar provides, Appendix 2A:

1. A minimum of one hundred eighty-two (182) instruction days. (2010-2011 school year)
2. A total of one hundred eighty-five (185) teacher contract days. (2010-2011 school year)

(School year calendar 2011-2012, not shown, will be based on 182 instructional days and 185 teacher contract days.)

B. A professional employee shall be excused from duty with pay for the days lost as a result of inclement weather which necessitates the closing of school for the Traverse City Area Public Schools, except those classroom teachers who are permanently assigned to another constituent district, or satellite program with a constituent district.

C. A professional employee will abide by the calendar of the constituent district provided the calendar of said district does not exceed one hundred eighty-five (185) days for 2010-2011 school year, one hundred eighty-five (185) days for the 2011-2012 school year; or, if the employee is required to

# 2010-2011

July 2010

S	M	T	W	T	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

August 2010

S	M	T	W	T	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				

September 2010

S	M	T	W	T	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		

October 2010

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

November 2010

S	M	T	W	T	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2010

S	M	T	W	T	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	

**July**  
5 - July 4 Holiday

**September**  
1 - Staff Orientation/PD - full day  
2-3 No School  
6 - Labor Day - No School  
7 - Full day staff/No students  
8 - First day for students - full day

**November**  
1 - Regional Staff Development Day/No school for students; full day staff  
12 - Half day for students/full day staff (SE only)  
24 - No school for students; full day staff (SE only)  
25-26 - Thanksgiving Recess

**December**  
3 - Half day for students/full day staff (SE only)  
22 - Holiday recess begins at end of school day

**January**  
3 - School Resumes  
17 - No school for students; full day staff (SE only)  
21 - End of first semester

**February**  
21 - Staff Development Day/No school for students; full day staff

**March**  
10 - Half day for students/full day staff (SE only)  
11 - No school for students/full day staff (SE only)  
25 - Half day for students/full day staff (SE only);  
Spring recess begins at end of school day

**April**  
4 - School Resumes  
22 - No school

**May**  
30 - No school/Memorial Day

**June**  
9 - Full day for students/full day staff  
10 - Full day for students/full day staff  
13 - No school for students/full day staff (SE only)

○ *Holiday/No School*  
□ *Teacher work day*

January 2011

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

February 2011

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

March 2011

S	M	T	W	T	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 2011

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

May 2011

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

June 2011

S	M	T	W	T	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		

work beyond the one hundred eighty-five (185) days for 2010-2011 or 2011-2012 school year, the employee may have compensatory time or compensation in accordance with Article XI, F.

D. 1. The Board in conjunction with the Association and the constituent school districts/PSAs agree to the rescheduling of any days and hours lost in the event school is closed for reasons which are not allowed to be counted as days and hours of student instruction for the intermediate school district or k-12 school district/PSA to achieve the minimum number of days and hours required by state law without additional compensation. Act of God days will be compensated provided they are counted as days of student instruction.

2. Commencing with the 1988-89 school year the Association and the Board agree to reschedule any days lost in the event school is closed for reasons which are not allowed to be counted by all constituent school districts as days of student instruction as per D.1, above.

3. In the event the Michigan School Code (School Aide Statute) is amended or changed from that which was in effect on July 1, 1985 concerning the Act of God provisions, either party shall have the right to reopen this section for re-negotiations upon written notice to the other party.

E. Professional employees will work 185 total days, at least three (3) days will involve District scheduled Professional Development. The first professional day shall be held no earlier than one week prior to the Tuesday following Labor Day (holidays and weekends excluded). Whenever possible, notice of the first professional day shall be given before the end of the preceding school year, if not, no later than June 15. Any remaining Professional Development days required per the Revised School Code will be based on individualized professional needs and will be determined through mutual agreement between the employee and his/her supervisor. For these days to qualify the following criteria must be met:

- a day, of at least six (6) hours in total, which is devoted to valid Professional Development topics and/or activities found to be mutually acceptable by the employee and the program supervisor.
- the day must occur on a day or time not otherwise provided for in the TBA calendar (before or after normal working hours, summers)
- the day must have prior approval by the employee's supervisor. The date and topic of this day shall be agreed to by employee/supervisor no later than the first semester each year and must occur no later than June 30 of the school year
- teacher in their first three years of service cannot count these days as part of the additional Professional Development required under Sec. 1526 of the Revised School Code **or its successor provision.**
- TBAISD Sanctioned Professional Development Activities
- Conferences/Clinics/Trade Shows/Special Olympic
- Training/Visitations/Workshops
- College Coursework if directly related to staff's present position
- Other as pre-approved by Supervisor

## ARTICLE V

### STRIKE PROHIBITION

The Association and its members recognize that the cessation or interruption of professional services is contrary to law and public policy. Therefore, the Board and the Association agree, in keeping with the ethics of their profession, that all differences between them shall be resolved by the orderly procedures provided herein, and as otherwise approved by law, without interruption of the school program. Accordingly, the Association and its members agree that during the term of this Agreement they will not authorize, instigate, participate in, encourage or support any strike or any other form of work cessation or interruption by professional employees.

## ARTICLE VI

### PAYROLL DEDUCTIONS

A. 1. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a representation benefit fee to the Association pursuant to the Association "policy regarding objections to political ideology expenditures" and the administrative procedures adopted to that policy. A representative benefit fee shall not exceed the amount of the Association dues collected from the Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction as herein provided. In the event that the bargaining unit member shall not pay such representation benefit fee directly to the Association or authorize through payroll deduction the employer shall, upon completion of the procedures contained in paragraph III and pursuant to MCLA 408.477; MSA 17.1277 (7) and at the request of the Association deduct the representation benefit fee from the bargaining unit members' wages and remit same to the Association.

In the event that the Board is prohibited by legal decision to deduct the service fee from a bargaining unit member who does not authorize the deduction of the representation benefit fee, the Employer, at the request of the Association, shall terminate the employment of such bargaining unit member upon completion of the procedure contained in paragraph 3 A. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

The Association shall hold the Board harmless for any and all claims, demand suits, or other forms of liability by reason of action taken or not taken by the board or suits designated agents for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Association should have the right to comprise claims which may arise under this save harmless clause.

2. The Association has established a "policy regarding objections to political ideology expenditures". The policy (a copy of which shall be provided each non-member bargaining unit member by the Association) and the administrative procedures (including the timetable for payment) pursuant thereto applies only to nonunion bargaining unit members. The remedies set forth in such policies shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of the Article shall be subject to the grievance procedures set forth in this Agreement or any other administrative or judicial procedure.



3. The Association, in all cases of mandatory fee deduction Pursuant to MCLA408.477; MSA 17.277 (7), shall notify the teacher of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the teacher fails to remit the service fee or authorize the deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the teacher with opportunity for a due process hearing limited to the question of whether or not the teacher has remitted the service fee to the Association or authorized payroll deduction for same.

a. In the event, the Association wishes to request the Board to terminate the employment of a bargaining unit member for violating this member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Employer in the event the compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request and shall receive a hearing before the Employer limited to the question of whether he/she has failed to pay the service fee.

4. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non members along with other required information may not be available and transmitted to non members until mid-school year. Consequently, the parties agree that the procedures in the Article relating to the payment or nonpayment of the representation fee by non members shall be activated thirty (30) days following the Association's notification to non members of the fee for the given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

B. The Board agrees to provide the services mentioned in paragraph A above without charge to the Association.

C. Remittance of Membership Dues and Assessments.

1. When deductions begin

Check off deductions under all properly executed authorization for check off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter, provided that the employee has earnings that month.

2. Remittance of dues to financial officer

A list of the names and the amount of dues deducted will be remitted to the designated officer within five (5) work days of the month following the month in which they were deducted. An alphabetical list of names and addresses of all employees from whom deductions have been made shall be provided yearly.

3. Any additions or deletions shall be communicated to the Association.

## ARTICLE VII

### ABSENCE FROM DUTY

#### A. Personal Illness and Disability

##### 1. Sick Leave

a. At the beginning of each school year, each professional employee shall be credited with ten (10) days sick leave allowance, to be used when the employee is absent from duty because of personal illness or injury, including pregnancy-related disabilities. The annual allotment of ten (10) days may be allowed for illness of children, parents, or spouse. If an employee resigns or fails to complete a full contract year, the annual allotment of days will be prorated. Additional family illness days may be taken as determined by the Superintendent on a case by case basis.

b. Each professional employee shall have placed to his/her credit, the number of sick days not used during any year, which days shall accumulate to the maximum number of one hundred (100) days.

c. An employee who has not used any sick days from September through the completion of the first semester may redeem one (1) accumulated sick leave day at the employee's daily rate of pay. Likewise an employee that has not used any sick days from the commencement of second semester through its completion may redeem one (1) sick leave day at the employee's regular rate of pay in the last pay check in June. Further, an employee who has not used a sick leave day or personal day during the entire school year may redeem an additional \$150. Use of sick leave day in either pay period will disqualify the employee from being able to redeem a sick day in that period the sick day was used. Contributions to the sick bank shall also disqualify the employee from redeeming sick days. Sick days used will be deemed to have come from current earned sick days before accumulated days may be used. It is expressly understood that any professional employee wishing to redeem accumulated sick leave days in either period above described must submit the written form to the payroll office no later than the last day the professional employee is required to report for work in that school year. Late requests for redemption will not be honored. Payment will be made once in the school year in the last regular paycheck in June.

##### 2. Sick Leave Bank

When a professional employee's sick leave has been exhausted, and if he/she has contributed two (2) days to the bank, such employee may be granted additional sick leave days, not to exceed 20 work days, plus two (2) days initially contributed to the sick leave bank.

An employee is not eligible for bank benefits until he/she has repaid borrowed days and contributed an additional two (2) days. In order to be eligible to draw from the bank, the employee must present a doctor's certificate of illness or injury. All withdrawals from the bank are subject to the following.

a. Any new professional employee may contribute from his/her current sick leave two (2) days to the sick leave bank. The sick leave bank will not exceed a total of two hundred (200) days. Individual authorization cards shall be placed in chronological order and the contributed days shall be used to maintain the bank at a maximum of two hundred (200) days. All authorizations received in excess of the two hundred (200) days shall be maintained on file and shall be used to replenish the bank when necessary. Any professional employee with an individual authorization on file when the bank has reached its maximum will be eligible for the benefits of the bank. Use of benefits by an employee with an authorization on file will first come from that employee's authorization.

In the case of catastrophic illness or injury, a professional employee may, at the sole discretion of the Superintendent, donate up to five (5) sick days to a fellow employee.

b. The Superintendent, or authorized representative, shall notify the Association when the bank has been depleted to fifty (50) days. Thereafter, it shall be the responsibility of the employees in their discretion to replenish the sick leave bank to its maximum level of two hundred (200) days by authorizing a deduction on his/her card, which is on file with the business office.

c. The sick leave bank shall be available to all professional employees in the school district who have made a contribution to the bank.

d. The sick leave bank shall be administered by two (2) persons designated by the Superintendent and two (2) authorized representatives of the Association; these persons shall be the Sick Leave Bank Committee which shall administer all matters related to the sick leave bank. The decisions of the committee shall be subject to the reviewing authority of the Superintendent.

e. Sick leave bank days shall not be used where its payment would reduce other benefits provided in this contract or by law or where the employee is receiving LTD benefits or workers compensation benefits.

f. Any authorized professional employee who uses sick bank days shall repay those days to the sick bank at a minimum rate of five (5) days per year. Said employee may not borrow again from the bank until all used days have been repaid. The five (5) days replenishment rate shall be automatically deducted at the beginning of each year until the balance is repaid. If employment with TBAISD is terminated outstanding debts to the bank must be paid before qualifying for terminal pay. (This requirement would apply prior to Article XIII, O. being implemented). A person does not have to replenish days that were originally contributed by themselves.

#### B. Death in the Family

1. Absence without loss of salary shall be allowed, up to six (6) days, upon the death of spouse, child, parent, parent-in-law, brother, sister, grandparent, grandparent-in-law, grandchild or dependent, brother-in-law, sister-in-law or other individual as may be determined by the Superintendent on a case- by-case basis. Two (2) such days may be used for the purpose of visiting any such relative during periods of critical illness, under circumstances where death may be imminent. The Superintendent's decision shall be final.

2. Upon receipt of a request from the employee, accompanied by physicians' recommendation, additional days may be granted by the Superintendent. These additional days shall be subtracted from the employee's sick leave.

#### C. Personal Leave Days

1. Absence will be granted during the school year without loss of salary for not to exceed two (2) days for personal leave.

2. A personal leave day shall not be granted to extend a holiday or vacation. Specific reason(s) must be stated in writing and approved by the Superintendent if requested to be used before or after a vacation or holiday.

3. Unused personal leave days may be added to accrued sick leave annually.

A professional employee shall be relieved from duty for the purpose of attending inservice training days, as scheduled throughout the school year by the school district.

#### E. Conference Days

Professional employees may be allowed to attend conferences upon approval of the Superintendent, provided application is submitted in writing at least fourteen (14) calendar days, if possible, in advance of the conference. If approved, the employee will be reimbursed for expenses according to administrative guidelines. Employees may attend conferences at their own expense upon approval of the Superintendent.

#### F. Jury Duty

1. Any professional employee summoned to jury duty shall be paid his/her full salary, except that he/she shall return to the school district the earnings received for jury duty, not including expense reimbursement.

2. Should said jury duty constitute less than one-half (1/2) day, he/she shall report for his/her assignment upon termination of duty.

#### G. Military Leave

Professional employees shall be entitled to military leaves, as provided by law.

#### H. Workers' Compensation

Employees are covered by worker's compensation. Sick leave shall not be used to supplement worker's compensation where its use would result in a reduction in the worker's compensation benefits.

#### I. Unpaid Leave of absence

1. a. An unpaid leave of absence of up to one (1) year may be granted by the Board with prior approval of the Superintendent or his/her designee. Such leaves of absences may be granted only for good and sufficient reasons as stated in the application by the employee. All such leaves shall be without pay. Applications for such leaves must be submitted in writing to the Board, at least sixty (60) calendar days, prior to the commencement of the requested leave, unless waived by the Superintendent or the Board. It shall be the responsibility of the employee to notify the Board in writing of his/her intent to return to duty by April 30, if the leave of absence was for a full school year. If the leave granted was not for a full school year, the employee shall notify the Board in writing not less than sixty (60) days prior to the termination of the leave. Failure to notify the Board either by April 30th or sixty (60) days prior to the termination of the leave in accordance with the above shall be irrevocably considered a voluntary resignation of employment with the district. Upon return from such leave, a professional employee shall be placed in the same or similar position as held before the leave and at the next consecutive step on the salary schedule, and shall retain all accumulated sick leave.

b. A years' unpaid leave of absence shall not be considered a year of service to the school district. Short-term leaves may be granted by the Superintendent or his/her designee without Board approval. Such leaves shall be without pay. An employee will be permitted no more than ten (10) short term leave days per any five (5) consecutive years of employment. (The Superintendent may make

exception in instances of extenuating circumstances). The Superintendent's decision shall be final in all such instances.

## 2. Maternity/Child Care Leaves

An unpaid maternity/child care leave of absence of up to one (1) year will be granted to an employee and shall be requested and administered as provided in 1 above.

## 3. Sabbatical Leave

Sabbatical leave shall be interpreted as leave from active duty granted to any professional employee after seven (7) years of service in the Traverse Bay Area Intermediate School District for the purpose of improving the delivery of services in the school district. Sabbatical leave may be granted for up to one (1) year as may be recommended by the Superintendent. The application for sabbatical leave must be filed in writing with the Superintendent. Final approval of those applicants selected by the Superintendent will be made by the Board. Each applicant will receive a written reason to the application within thirty (30) calendar days of the Board's decision.

Leave granted for professional study, for travel, or travel combined with study, or for any other reasons which, in the opinion of the Superintendent will improve delivery of services in the school district, or will improve the efficiency of a professional, shall be considered consistent with the purposes of sabbatical leave.

c. Before approval is given, a qualified acceptable replacement must be available for the period for which the leave is to be granted.

d. Remuneration to professional employees granted such leave shall be at the rate of one-half (1/2) the yearly salary and payment shall be made on a regular payroll basis of twenty-one (21) or twenty-six (26) pays. No fringe benefits will be paid, by the Board, while the professional is on a sabbatical.

Not more than two (2%) percent (rounded off to the nearest whole number) of the professional employees may be granted sabbatical leave in any one year.

e. In determining its recommendations on request for sabbatical leave, the Superintendent will base his/her decision on the following criteria:

(1) The extent of the applicant's professional study growth, contribution and successful services during the preceding years.

(2) The extent to which plans submitted for use of time while on leave are definite and educationally constructive.

(3) Length of period of active service in the Traverse Bay Area Intermediate School District.

(4) Reasonable and equitable distribution of applications among the different basic programs and support services in the school district.

(5) Order in which applications are received.

f. Upon return from a sabbatical leave, the professional shall submit a report to the Superintendent. If an abuse of the leave is apparent, the professional shall reimburse the school district for an appropriate amount of monies paid while on sabbatical and the right of return to the system shall be considered forfeited.

g. Increment in the salary schedule and sick leave credit shall accrue and be granted when the sabbatical leave is completed.

h. A professional employee, upon completion of a sabbatical leave, shall return to the school district for a period of at least one (1) school year.

i. A professional not returning to the school district for reasons other than health, upon completion of sabbatical leave, shall reimburse the school district for all monies received from it during this leave.

j. Upon return, the Board shall return the professional to a position of like or equivalent nature.

J. In the event a member of the Professional Staff is reasonably anticipated to be absent for an extended period of time, then and in that event, the board will make a good faith effort to have said employee's work assignments assumed by a qualified substitute employee.

K. Each school year the Association will be credited with ten (10) days to use at the discretion of the Association. The Association shall, if a substitute is hired, reimburse the Board for the cost of the substitute. A person using an Association day shall lose no benefits or seniority rights as provided elsewhere in this Agreement. No more than two (2) professionals shall be gone on the same day or days. One (1) week advance notice will be required to obtain an Association day.

## ARTICLE VIII

### PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by a professional employee or the Association that there has been a violation, misapplication or misinterpretation of any provisions of this Agreement may be processed as a grievance as hereinafter provided.

1. The statement of a grievance shall name the employee involved, shall state the facts giving rise to the grievance, including the date of the alleged violation, shall identify by appropriate reference all provisions of the Agreement alleged to be violated, shall state the contention of the employee with respect to these provisions, and shall indicate the specific relief requested. All grievances must be signed by the employee involved.

2. The grievance procedure shall not apply to the extension of the probationary period, suspensions for more than three days, demotion or discharge of a tenure teacher and discharges of probationary employees.

b. A grievance involving the suspension of an association member for less than three days will be subject to a hearing by an impartial panel comprised of three association members and three administrators. Panel members shall not be departmental associates of the grievant and shall be appointed through mutual consent between the superintendent and association president.

It shall be the responsibility of the impartial panel to investigate the alleged contract violation and make a determination by secret ballot (majority vote) whether or not the imposed suspension is suitable to the alleged violation. The panel shall have the authority to make a recommendation for a less stringent penalty if deemed by majority vote to be appropriate which may be imposed at the discretion of the superintendent.

Should the grievant and the Association Grievance Committee deem the determination of the impartial panel to be unacceptable, the grievant and the Association Grievance Committee may within five (5) working days advance the grievance to step E. of the professional grievance procedure. In similar fashion advancement of the grievance may take place if the grievant and the Association Grievance Committee object to a refusal by the superintendent to accept the panels recommendation for a less severe penalty. It shall be understood that in such instances where the grievance is advanced to either mediation or arbitration costs for said services shall be borne by the association. Any grievance not advanced according to these timelines shall be deemed abandoned.

B. Any employee or group of employees with a grievance shall within ten (10) working days of its alleged occurrence, or the discovery thereof (if the discovery could not reasonably have been made at the time of occurrence), discuss it with the immediate supervisor. At this and subsequent steps in the grievance procedure, an Association representative may accompany the employee upon request of the employee.

C. If the discussion in B above does not resolve the grievance, within three (3) working days following the discussion the employee shall submit the grievance in writing to the immediate supervisor who shall render his/her decision in writing within five (5) working days of the submission.

D. If the grievance remains unresolved within three (3) working days of the written decision in Paragraph C, the employee shall submit a copy of the written grievance to the superintendent, or his/her designated representative, who within five (5) working days of the receipt of the grievance shall meet with the employee in an effort to resolve the matter. Within ten (10) working days of the receipt of the grievance, the Superintendent or his/her designated representative, shall indicate in writing his/her disposition of the grievance.

E. If the grievance is not resolved under the procedures set forth in the previous steps, either party may refer the grievance to the Michigan Employment Relations Commission for mediation, said submission to be made not later than ten (10) working days following receipt of the disposition filed by the Superintendent in D. above.

F. If the grievance remains unresolved within fifteen (15) working days following the conclusion of mediation, the grievant and the Association Grievance Committee may refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance, who shall be selected in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and conclusive, and binding upon the Association, its members, the employee or employees involved, and the Board.

G. The powers of the arbitrator are subject to the following limitations:

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of the Agreement.

2. The arbitrator shall have no power to establish new salary scales or to change any salary, provided, however, he/she shall retain the right to rule on matters related to step placement of employees on salary schedules.

3. The arbitrator shall have no power to change any policy or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of said policy or rule, except for policies and rules which are found to be in conflict with the terms of this Agreement.

H. The arbitrator's fees shall be borne equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other party.

I. The processing of grievances, or any consideration thereof, shall not be conducted during duty hours, except by mutual consent.

J. To expedite the processing of a grievance, the Board shall permit the affected employee access to the right to inspect and acquire copies of his/her personnel file and any other recorded evaluations which pertain to the employee. A representative of the Association may accompany and assist the employee in this regard.

#### K. General

1. The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this Agreement reserve the right to mutually extend or alter said time limits, in writing. Any grievance not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.

2. In the event the Board's representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.

3. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

4. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement and timely filed, may be processed as herein provided until resolution.

### ARTICLE IX

#### EMPLOYEE EVALUATION

A. Since the Board is vested with the responsibility for employment, evaluation and dismissal of professional personnel, it shall establish and implement for the professional staff a systematic program of employee evaluation as a part of that process. The program shall be consistent with the provisions of the Michigan Teacher Tenure Act and amendments thereto and shall apply to all professional employees.

B. It is understood and agreed that evaluation is an on-going process and may include the entire work performance of the employee. Evaluations may contain not only formal classroom visitation critiques but in addition thereto informal administrative observations not only by Intermediate School District administrators and supervisors, but also those observations made by constituent school district administrative personnel. Any observation, either formal or informal, which is used in full or in part in a formal evaluation must be submitted in writing and signed by the employee. Such signing by an



employee shall not be construed to necessarily mean agreement of content but only to acknowledge receipt.

C. There may be created during the course of this contract a joint committee composed of Association members and administration for the purpose of improving a written evaluation form applicable to all employees within the bargaining unit. The form as created by the committee shall be submitted to the Superintendent for his/her approval.

D. All formal observations should be for a sufficient period of time to observe the employee's objectives and goals sought to be accomplished during the module of time. The administrator shall reduce his/her observations to writing, educationally analyze his/her observations noting strengths and weaknesses of the employee involved and shall, where appropriate, indicate means and methods of improvement. If improvement is necessary, a schedule of improvement should be submitted in writing, indicating a specific time for the achievement of the objectives noted by the administration. Reference to progress in deficient areas shall be noted in subsequent evaluations.

#### E. Procedures

1. For the purpose of evaluation of the work performance, distinction is made between "formal evaluations" and "informal observations". Formal evaluations will be performed by T.B.A.I.S.D. administrative personnel. "Informal observations" may be performed by either the intermediate school district or constituent district administrative personnel.

2. All formal observations in the evaluation process of work performance will be conducted openly and with advanced knowledge of the employee.

3. All evaluations shall be in writing with a copy to be given to the employee and a discussion thereon within fifteen (15) work days after the last observation for formal evaluation purposes or upon agreement between the evaluator and the employee.

4. If the employee disagrees with the evaluation he/she may submit a written response which shall be attached to the file copy of the evaluation.

5. The employee shall sign all evaluations, it being expressly understood that the employee's signature only acknowledges receipt of the evaluation and does not necessarily mean agreement of content.

6. The immediate supervisor and the Superintendent, or his/her designated representative will keep records of all evaluations. A copy of all evaluations will be sent to the employee evaluated.

7. Each employee shall have the right, upon request to the Superintendent/designated representative to review the contents of his/her own personnel file. Privileged information - such as confidential credentials and related personal references normally sought at time of employment - are specifically exempted from review. An employee shall be entitled to have an Association member present at this review.

8. First year and probationary employees will be evaluated at a minimum in accordance with Michigan Tenure Laws. Thereafter, all employees shall be evaluated at least once every three years.

9. The evaluation of each employee will be based upon the evaluation form and the criteria contained therein.

## F. Other

1. No material related to employee evaluation originating after initial employment by the Board will be placed in the personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. If the employee is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

2. All recommendations pertaining to employment outside the school district shall be based solely on the contents of the employee's personnel file.

3. Any complaint made against an employee or person for whom the employee is administratively responsible from any parent, student or other person, including employees and administrators from the constituent school districts, will be promptly called to the attention of the employee. No such complaint shall be made a part of the employee's personnel file unless and until the allegations in said complaint have been verified independently by the Superintendent or his/her designee after providing the employee full opportunity to rebut or otherwise disprove said allegations.

## ARTICLE X

### EMPLOYMENT AND ASSIGNMENT

#### A. Vacancies

1. A position will be considered vacant when a bargaining unit member: (a) is granted a leave which extends ninety (90) school days or more; or (b) is removed or resigns from an assigned position.

2. Whenever a vacancy in any professional position shall occur, full, part-time or a new position, the Board, through its administrative personnel, shall give written notification to the Association through its president and post the vacancy on the bulletin board at center programs, TBAISD website and the Intermediate School District office.

3. Notification and posting of the vacancy as mentioned in section 2 shall be given to the Association president within five (5) school days upon receipt of the individual's resignation or the creation of the new position. The notification shall contain the date of receipt of the resignation.

4. Any qualified professional staff member may apply for the vacancy, and within fifteen (15) school days the professional shall be notified in writing as to the disposition of the application.

5. No vacancy shall be permanently filled until five (5) days after **posting**, unless the vacancy occurs between August 15 and the first day of school, or during the school year, in which case the Superintendent or his/her designee shall notify the Association president, in writing, of the vacancy and of the time limits required to fill said vacancy and will post the vacancy on the bulletin board at center programs and at the Intermediate School District.

6. In filling all professional vacancies, the Board will consider the professional qualifications, background, attainment and other factors, including service to the school district of all applicants from within the school district as well as from outside the school district. In the event the professional qualifications of competing applicants are substantially the same, the employee with the most service to the school district will be granted the vacancy. The Board shall have the sole discretion in determining qualifications.

1. The right of determination of employee transfer is vested in the Board of Education or its designated representative.

2. A professional employee who wishes to transfer to another position shall submit a written request to the Superintendent. Within ten (10) days the Superintendent or his/her designated representative shall reply in writing to the professional employees as to the disposition of the request. No placement shall be made inconsistent with an employee's academic preparation or area of certification, registration or licensure.

3. The parties recognize that transfer in basic programs and ancillary services may be necessary. When the Board transfers a professional employee, it shall take into consideration the professional preferences of the employee, instructional requirements and the best interests of the pupils and the school system, and professional qualifications of the employee. Any proposed transfer shall be discussed with the professional employee affected prior to consummation of transfer. No involuntary transfer of a professional employee from his/her present assignment to another classroom assignment shall be made for arbitrary or capricious reasons. If an employee is to be involuntarily transferred he/she shall have a right, upon written request, to a hearing with the Superintendent.

4. Any professional employee transferred to a supervisory or executive position and later returned to a professional status, shall be entitled to retain such rights including seniority as he/she may have had under this Agreement prior to such transfer to supervisory or executive status. Supervisory or executive seniority previously acquired shall be frozen as of the effective date of this contract. New Administrators shall not acquire bargaining unit seniority.

5. All transfers will be effectuated prior to recall of laid off persons.

#### C. Physical Examinations

1. A professional employee may be required to present, for good cause, a certificate showing that he/she is in good mental and/or physical health. The cost of said mental or physical examination shall be borne by the Board.

2. Any employee absent because of an extended or serious illness shall present to the Superintendent, prior to his/her return to service, a statement from a licensed physician indicating that his/her health is satisfactory for return to his/her assignment.

#### D. Tenure and Non-Tenure Employees

1. The period of probation, notice of non-renewal and extension of the probationary period as specified in the Teacher Tenure Act shall apply to all professional employees.

2. Non-renewal of a professional employee's contract while in a period of probation shall not be done for arbitrary or capricious reasons. If the administration is to recommend non-renewal of a probationary contract to the Board, it shall forward a copy of the written recommendation to the professional employee not less than twenty (20) calendar days prior to the date of the Board meeting at which the recommendation is to be considered. The employee shall have the right to a private or public hearing before the Board, which request must be made not less than five (5) calendar days prior to such scheduled meeting.

3. Dismissal of a tenured teacher shall be in accordance with the Teacher Tenure Act.

4. Dismissal of professional employees in a period of probation shall be only for reasonable and just cause, and shall be preceded by written charges and a private or public hearing as requested by the professional employee, and shall include the right to examine and cross-examine witnesses and the right of legal representation at the time of the hearing, at the employee's expense. The Board's decision shall be in writing specifying its findings and reasons. Dismissals of professional employees not in a period of probation shall only be for reasonable and just cause and may be appealed to arbitration as specified in Article VIII, Paragraph F., after the procedure herein before specified.

5. Suspensions as applied to tenure teachers shall be in accordance with the Teacher Tenure Act.

6. Suspensions as applied to all other professional employees, i.e. those non-probationary employees not covered under the Tenure Act, shall be only for reasonable and just cause and may be with or without pay, and may be subject to the grievance procedure, Article VIII.

#### E. Reduction in Personnel

1. In the event the Board determines it necessary to reduce the number of professional employees, the Board reserves the right to select the employee classifications, programs, department, and/or schools in which the reduction shall take place.

2. In the event of such a reduction, professional employees shall be reduced in the following order: (1) temporarily approved employees; (2) probationary employees; (3) last hired; (4) other employees according to their years of service to the school district.

3. Employees reduced by the provisions of this Agreement shall be recalled from layoff in the inverse order by mailing a registered or certified letter to the affected employee at his/her last known address five (5) school days prior to the date set for return to work. "School days" shall be defined as student attendance days.

4. Any employee other than tenured or non-tenured tract employees not recalled within three (3) years of layoff shall lose the right to recall.

5. The employee shall report to work upon the date specified by the school district. Failure to report on that date shall terminate his/her right to return unless extended by the Superintendent.

#### 6. Seniority

a. "Seniority" shall be defined as unbroken service in the bargaining unit with the Traverse Bay Area Intermediate School District except for those employees transferred from constituent school districts as a result of assumption of special education programs by the Intermediate School District will have seniority dating from the last day of hire with the constituent school district as though originally employed by the Intermediate School District. Bargaining unit seniority previously acquired by administrators shall be frozen at previous levels as of the effective date of this contract, however, additional seniority may not be accumulated until return to the bargaining unit. Seniority shall be computed from the employee's first day of work computed on Traverse Bay Area Intermediate School District school calendar even though the employee may have been employed by a constituent district at the time. All bargaining unit members shall be ranked on the list in order of their first day of work as above defined. In the circumstances of more than one (1) individual having the same first day of work, all individuals so affected will participate in a drawing using the numbers for the Michigan Daily Lottery, which are closest to the individuals Social Security number. The date of the daily numbers used for the tie-breaking placement shall be mutually agreed to by both parties. The person having the Social

Security number closest to the Michigan Daily Lottery number shall be considered the most senior person. The person the next closest shall be considered the next most senior, etc.

b. The seniority lists dated 10/13/83 have been reviewed by both parties and it is agreed that they are accurate and shall not for any reason hereafter be challenged and shall form the base for all subsequent seniority lists. The seniority list shall be published and distributed to all professional employees within the bargaining unit by October 15, of each school year. Revisions and updates of the seniority lists shall also be published and posted as they are made. A copy of the seniority list and subsequent revisions and updates shall be forwarded to the Association President within a reasonable time of the change.

c. All seniority is lost when employment is severed by resignation, retirement or discharge. Seniority is retained if severance of employment is due to layoff or promotion to an administrative or supervisory position. In cases of layoff or promotion to an administrative or supervisory position seniority previously accumulated shall be frozen until return to the bargaining unit.

#### 7. Other Conditions

a. The process of reduction and recall shall not be contrary to the Tenure Act.

b. Employees recalled to duty shall retain accumulated sick leave and shall be returned to the step on the salary schedule held at the time of layoff.

c. Any layoff under this Article shall suspend for the duration of the layoff the Board's obligation to pay salary or fringe benefits under any individual employment contract or under this master Agreement.

#### 8. Subcontracting

The Board will not subcontract for the services of State Department certificated, licensed or approvals unless qualified personnel are not available in which case the Association will be consulted.

#### F. Mentor Teacher

A mentor teacher shall be defined as a master teacher as identified in Section 1526 of the School Code and shall perform duties of a master teacher as specified in the Code or as specified in the Master Agreement.

(1) A mentor shall be assigned in accordance with the following:

a. Every effort shall be made to have a mentor teacher be a tenured member of the bargaining unit.

b. Participation as a mentor teacher shall be voluntary. If an insufficient number of tenured members of the bargaining unit volunteer to be mentor teachers, the Board may assign a retired teacher(s).

c. The administration shall notify the Association when a mentor teacher is matched with a probationary professional (mentee).

d. Every effort shall be made to match mentors and mentees who work in the same building and have the same area of assignment.

e. Appointment shall be for three (3) years for all new employees unless either party requests a change, to be reviewed annually or the supervisor decides it is in the best interest of the parties. Appointment shall be for one year for new employees who have worked in other districts.

(2) 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. Because the purpose of the mentor/mentee match is to acclimate the mentee 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 or discipline of the other.

(3) The mentor will be paid for each mentee as follows: Compensation for mentors will be based on the following percentages of the first step of the B.A. base salary:

Year 1	2%
Year 2	1%
Year 3	.67%

(4) Mentors shall meet with their mentees a minimum of twenty (20) hours during the first year. Fourteen of those hours shall be completed before the start of the school year, if the mentee has been hired in the summer. Mentors shall meet with their mentees a minimum of ten (10) hours during the second year. Mentors shall meet with their mentees a minimum of five (5) hours during the third year. Additional hours shall be scheduled within the parameters of the regular work day and work year except when the mentor requests and receives supervisory permission otherwise.

(5) Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching or as required by their certification. Time spent with their mentors shall count toward professional development time.

## ARTICLE XI

### SCHOOL DAY AND CONDITIONS

#### A. General

It is recognized by the parties that because of the diverse need of the student enrollment and the instructional responsibilities of the school district, a uniform school day and conditions for all professional employees is neither obtainable nor desirable. However, the following minimum conditions shall prevail for the professional staff.

1. A duty free lunch, or alternatively a duty free break time of not less than forty (40) minutes shall be provided during each school day. The Career-Tech Center may continue scheduling a thirty (30) minute lunch hour with compensatory time off as mutually agreed to by the administration and the individual professional staff member.

2. Special education teacher's time for class and/or report preparation shall be scheduled during the regular work week of not less than one hundred fifty (150) minutes per week. Special education teachers will work out the schedule with their immediate supervisors, it being understood that

some of the preparation may be in the classroom while students are present, but under the supervision of an aide.

Scheduled student contact time for the Career-Tech Center shall not exceed twenty-five (25) clock hours per week. Preparation time for the Career-Tech Center shall not be less than one (1) hour per day. The administration at the Career-Tech Center shall have the right to some flexibility in deviation from the above daily schedule providing the weekly hours are maintained.

Should the need arise, as a result of constituent district(s) experiencing difficulty meeting the instructional hours requirement of the State School Code, the Association and TBA Board shall meet to reach a mutually agreeable solution.

Upon notification by the Association, the Board will investigate and if in violation rectify within thirty (30) school days, all violations to the preparation time.

3. The school district special education classroom teachers shall have access to support staff on the same basis as non-school district special education classroom teachers.

4. Supervisors or their designees shall be available to the staff under their immediate supervision at least weekly for the purpose of conferring about and the coordination of program requirements.

5. This contact shall not be deemed violated where the foregoing minimums are provided.

B. For members of the Professional Staff who are required to travel to constituent school districts, the school day, travel, shall commence no earlier than 8:00 a.m. Time allowed for travel shall be from the TBA Center or the home of the employee, whichever shall be closer, to the employee's first required workstation.

C. Under normal circumstances, a classroom teacher will not leave his/her room unattended while the class is present. However, if circumstances make it necessary for a classroom teacher to leave the room while the class is present, except in case of emergency, he/she shall make arrangements with a supervisor or another teacher for class coverage during his/her absence.

D. The Board will give all reasonable support and assistance to the professional staff with reference to establishing a policy for and maintenance of control and discipline. The professional staff will give all reasonable support and assistance to the administration with respect to maintenance of control and discipline in the classroom and throughout the school district.

Any case of assault upon a member of the professional staff which has its inception in a school-centered problem shall be reported immediately in writing to the Superintendent or his/her designated representative.

E. At the request of the employee, the Board will provide legal counsel of its choice where the employee is being prosecuted, as a result of conduct arising out of their professional employment in educating students, provided the Board determines that the employee has acted, under the circumstances, without intentional disregard of a student's rights or the employee's responsibility to the school district. The Board's obligations shall not exceed beyond the first trial of the matter, but it may in its sole discretion provide further legal services.

This section shall apply whenever an employee applies for compensation or compensatory time. The professional employee's normal work day may be scheduled to begin at approximately 8:00 a.m. and end not later than 5:00 p.m., it being understood that the supervisor shall have the right to flexible scheduling within such hours to coordinate with the constituent school district's normal schedule. If the supervisor shall schedule more than seven and one-half (7 1/2) hours within the school day for the employee or if the employee is scheduled or required by the supervisor to work outside the normal working hours (it being understood a few minutes either way is acceptable), the employee shall be entitled to additional compensation at his/her regular hourly rate or compensatory time off at the election of the Superintendent. It is expressly understood that in order to be eligible for compensatory time or extra pay prior approval of the administrator must be obtained. The election shall be made within two (2) pay periods after the work is performed. If compensatory time off is elected, it shall be scheduled by the supervisor after consultation with the employee. The term "work" shall include A-1, A-2 and B above, where applicable.

#### 1. Extra Curricular Compensation

The District will pay a stipend of five hundred (\$500) dollars per season to authorized coaches of special education extra curricular programs (practices and approved contests to be conducted outside normal work hours). Those programs are:

Basketball, Running, Skiing, Special Olympics.

For each coach a seasonal contract will be provided specifying the length of the season (number of weeks). The contract will also include pertinent working conditions and shall be signed by both the employee and Superintendent or designee prior to the commencement of the season.

Extra curricular positions will be posted in accordance with Article X of this Agreement, when vacancies occur. Extra curricular positions will be filled only upon the recommendation of the administration.

Coaches of extra curricular activities shall not accrue tenure in their capacity as a coach.

F. Any employee may request in writing to the Superintendent or his/her designee clarification as to the name of his/her immediate supervisor(s). The Superintendent or his/he designee shall respond promptly in writing to the person making the request.

## ARTICLE XII

### WORK RULES

In the event the Board desires to establish work rules during the term of this Agreement, such rules shall not be inconsistent with the terms hereof.



ARTICLE XIII

PROFESSIONAL EMPLOYEE'S SALARY AND RELATED MATTERS

2010-2011 SALARY SCHEDULE

SALARY	B.A.	BA + 20	M.A.	M.A. + 15	M.A. + 30
STEP	A	B	C	D	E
1	\$36,398	\$37,241	\$38,934	\$39,796	\$41,074
2	37,241	38,106	40,231	41,074	42,785
3	38,524	39,013	42,371	43,200	44,477
4	39,796	40,644	44,493	45,344	46,611
5	41,316	42,308	46,611	47,463	48,755
6	42,785	43,986	48,758	49,580	50,871
7	44,903	45,768	50,877	51,745	53,020
8	47,051	47,870	53,020	53,846	55,137
9	49,174	50,033	55,554	56,419	57,696
10	51,291	52,149	58,104	58,948	60,206
11	53,846	54,706	61,089	61,956	63,226
12	57,255	58,112	64,581	65,310	66,626
L-1*	58,687	59,563	66,194	66,943	68,294
L-2**	59,797	60,708	67,531	68,302	69,691
L-3***	61,515	62,443	69,458	70,253	71,682
L-4****	62,745	63,691	70,848	71,658	73,116

\* 13, 14, 15, 16 years of credited service

\*\* 17, 18, 19 years of credited service

\*\*\* 20, 21 years of credited service

\*\*\*\*22 years and over years of credited service

\* All employees who were paid on the B.A.+ 18 schedule prior to July 1, 1988 and do not have 20 semester hours beyond the BA will be paid on the B.A. + 20 schedule. New employees hired after July 1, 1988 must have 20 semester hours beyond a BA degree to be paid according to the B.A. + 20 schedule.

2011-2012 SALARY SCHEDULE

SALARY	B.A.	BA + 20	M.A.	M.A. + 15	M.A. + 30
STEP	A	B	C	D	E
1	\$36,944	\$37,800	\$39,518	\$40,393	\$41,690
2	37,800	38,678	40,834	41,690	43,427
3	39,102	39,598	43,007	43,848	45,144
4	40,393	41,254	45,160	46,024	47,310
5	41,936	42,943	47,310	48,175	49,486
6	43,427	44,646	49,489	50,324	51,634
7	45,577	46,455	51,640	52,521	53,815
8	47,757	48,588	53,815	54,654	55,964
9	49,912	50,783	56,387	57,265	58,561
10	52,060	52,931	58,976	59,832	61,109
11	54,654	55,527	62,005	62,885	64,174
12	58,114	58,984	65,550	66,290	67,625
L-1*	59,567	60,456	67,187	67,947	69,318
L-2**	60,694	61,619	68,544	69,327	70,736
L-3***	62,438	63,380	70,500	71,307	72,757
L-4****	63,686	64,646	71,911	72,733	74,213

- \* 13, 14, 15, 16 years of credited service
- \*\* 17, 18, 19 years of credited service
- \*\*\* 20, 21 years of credited service
- \*\*\*\*22 years and up of credited service

\* All employees who were paid on the B.A.+ 18 schedule prior to July 1, 1988 and do not have 20 semester hours beyond the BA will be paid on the B.A. + 20 schedule. New employees hired after July 1, 1988 must have 20 semester hours beyond a BA degree to be paid according to the B.A. + 20 schedule.

1. B.A.+20; M.A.+15; M.A.+30; To qualify for B.A. +20, M.A. +15, or M.A. +30, a professional employee shall have earned 20 successful graduate semester hours over a Bachelor's Degree, 15 or 30 successful graduate semester hours over a Master's Degree. Evidence of successful hours earned, beyond a degree, must be filed in the Superintendent's office by the employee. It is understood that those employees paid on BA+18 during the 1987-88 school year will not be required to earn the two (2) additional hours to stay on the BA+20 column.

2. Part-time professional employees under contract to the Traverse Bay Area Intermediate School District shall be paid a salary on the above schedule as prorated.

3. Part-time professional personnel shall receive prorated premium allotment for health, vision, dental and vision insurance which may be applied toward health, vision, dental or optional insurance as allowed by MESSA or MEFSA's Tax Shelter Annuity or M.E.A.L.S. Plan. It is expressly understood the obligation of the employer shall not exceed making pro-rata premium payments to MESSA or MEFSA. Arrangements for payment of the rest of the premium, if any, shall lie solely with the part-time employee and not the employer. Payroll deductions for the difference will be permitted.

4. Occupational therapists and physical therapists shall be placed on the B.A.+20 schedule.

#### B. Placement and Prior Credit

Credit for experience other than Traverse Bay Area Intermediate School District shall be evaluated by the Superintendent or his/her designated representative.

1. Full credit shall be given for certified teaching experience and, in the case of licensed or registered professional employees, for years of work experience in their specialty acquired after licensure or registration.

"Certified teaching experience" shall mean teaching service performed after receipt of necessary certification, including temporary authorizations received from the Department of Education, State of Michigan.

2. Those teachers that are vocationally certified by the Department of Education, including annual authorizations, shall have credited for placement on the salary schedule applicable vocational work experience, including the work experience required to obtain such vocational certification, up to a maximum of two (2) years.

3. Notwithstanding the provisions of subparagraphs (1) and (2) above, the maximum required credit for all prior experience, including certified teaching, registered or licensed work experience or vocational employment, shall be limited to five (5) years.

The maximum required credit for all prior experience for non-degree and Bachelor Degree professional employees shall remain at five (5) years, but for M.A. professional employees, the maximum required credit for all prior experience shall be increased for six (6) years.

4. The Superintendent may in his/her sole discretion, grant more than five (5) years credit, six (6) years for M.A. for such prior experience, it being understood that refusal to grant more than the maximum required credit shall not be subject to the grievance procedure.

5. Honorable armed service shall be evaluated by the Superintendent and credit may be granted at the rate of one (1) year for each two (2) years of honorable armed service not to exceed a total of two (2) years and within the aforementioned five (5) years credit.

6. Credit for full time employment may be granted on the salary schedule for a fractional part of a school year that is equivalent to one hundred (100) school days or more.

7. An annual off step stipend of \$1,250 shall be awarded to those employees holding a doctoral degree from an approved and accredited program related to their current position.

#### C. Longevity

Longevity shall be defined as years of credited service as a professional employee with the school district, and those years of service for which the professional employee received credit for prior experience under the provisions of Article XIII, Paragraph B., Placement and Prior Credit.

#### D. Payments and Deductions

1. Salary payments will be made on alternate Fridays.

2. Mandatory deductions

- a. Withholding tax - Federal and State
- b. Social Security

3. Voluntary deductions

- a. Professional Association Dues
- b. Health care insurance and/or benefits
- c. United Way
- d. Employees Credit Union
- e. Approved IRS Tax Deferred Plans

During the course of this contract, a committee composed of four (4) Association members and four (4) persons selected by the Board may meet for the purpose of reducing and/or limiting the number of carriers and/or plans eligible for payroll deduction. Any new plans or carriers must have prior approval of the committee prior to payroll deduction.

#### E. Health Care Insurance

The Board will pay ninety percent (90%) of the premiums applicable for up to full family MESSA Choices II including \$100/\$200 In Network Deductible/\$10 office visit copay/Saver Rx/\$250/\$500 Out-of-Network Deductible. The employee shall pay the first ten (10%) percent of the applicable premium through payroll deduction. Coverage shall extend to the requirements of the professional employee up to and including full family coverage, but dual family coverage for both husband and wife can be covered under the same policy shall not be permitted.

Employer will reimburse up to \$25 per prescription under Saver Rx.

Employer will reimburse the \$100/\$200 deductible.

Members shall offer proof in the form of, pharmacy paperwork that co-pay has been incurred.

The Board shall make ninety (90%) percent payment on insurance premiums for all employees who complete their contractual obligation to assure insurance coverage for the full twelve (12) month

period commencing September 1 and ending August 31, even though the teacher may not be returning the next school year.

The Board shall be responsible for providing insurance information, including applications, claim materials and enrollment meetings for the above mentioned programs.

F. The Board shall pay ninety (90%) percent of the premium for the Traverse Bay Area Intermediate School District MESSA Pak Delta Dental Coverage (75X:50/50) for all Plan A and Plan B employees and each of his/her eligible dependents for the life of the contract. The employee shall pay the additional ten (10%) percent of the premium.

G. Effective September 1, 1993 to October 31, 1993, the Board shall pay ninety (90%) percent of the premium for the Traverse Bay Area Intermediate School District MESSA Vision Care Plan III (VSP-3) for all Plan A and Plan B employees and each of his/her eligible dependents for the life of the contract. The employee shall pay the additional ten (10%) percent of the premium.

H. The Board shall pay ninety (90%) percent of the premium for the Traverse Bay Area Intermediate School District MESSA Pak employee term life insurance protection in the amount of \$5,000 with AD and D for Plan A and Plan B employees that will be paid to the employees designated beneficiary. The employee shall pay the additional ten (10%) percent of the premium.

I. The Board will pay ninety (90%) percent of the premium cost to the employee MESSA Plan 1+ Long Term Disability Insurance for each employee in the bargaining unit as provided in the Traverse Bay Area Intermediate School District MESSA Pak. The employee shall pay the additional ten (10%) percent of the premium. Benefits shall be paid at seventy (70%) percent of salary up to a maximum of four thousand (\$4,000) dollars and shall begin after expiration of the greater of; (1) the employees accumulated sick leave or (2) thirty (30) calendar days. Preexisting conditions will be waived.

J. The Board shall pay ninety (90%) percent of the premium cost for the employee Delta Dental Plan Orthodontic Rider 0-1 (50% to \$500/child) in addition to the existing Delta Dental Plan. The employee shall pay the additional ten (10%) percent of the premium.

K. Effective November 1, 1993, the Board shall pay ninety (90%) percent of the premium for the Traverse Bay Area Intermediate School District MESSA Vision Care Plan III Plus (VSP-3 Plus) for all Plan A and Plan B employees and each of his/her eligible dependents for the life of the contract. The employee shall pay the additional ten (10%) percent of the premium.

#### L. MESSA PAK PLAN SUMMARY

Plan A - For employees needing health insurance:

MESSA Choices with 90/10 Co-pay, excluding voluntary abortion coverage, \$100/\$200 In Net Deductible, \$10 office visit copay, Saver RX, \$250/\$500 Out-of-Network deductible  
Delta Dental Plan 75X:50/50 90/10 Co-Pay  
Vision VSP-3 Plus 90/10 Co-Pay (effective Nov. 1, 1993)  
Negotiated Life \$5,000 90/10 Co-Pay  
Long Term Disability Insurance. 90/10 Co-Pay  
Delta Dental Plan Orthodontic Rider 0-1 (50% to \$500/child)  
in addition to the existing Delta Dental Plan. 90/10 Co-Pay

**Plan B** - For employees not needing health insurance:

Negotiated Life \$5,000 90/10 Co-Pay  
Vision VSP-3 90/10 Co-Pay  
Delta Dental 75X:50/50 90/10 Co-Pay  
Delta Dental Orthodontic Rider  
MESSA Long Term Disability 90/10 Co-Pay

**Plan B** - An amount equivalent to ninety (90%) percent of the premium cost for single subscriber health insurance shall be contributed on behalf of the employee upon the employee completing application toward other options (provided in this contract).

M. Liability Insurance

The Board will continue its current professional liability insurance coverage for the life of this new Agreement.

N. Payroll Reduction of Employee Co-Pay Contribution

Beginning with the 1997-98 contract year for MPSERS benefits, the Board agrees to revise the existing 125 plan for professional employees within the TBAISDEA to enable no employee to suffer a loss of reporting full wages earned. Therefore, the Board shall annually report all employee wages earned to MPSERS without consideration of any employee contribution in the form of salary reduction for benefits. This provision agreement will be enacted by the Board providing it is in compliance with all regulations set forth by the MPSERS, the IRS and other State and Federal tax laws, as well as, meets the requirements of Uniform Accounting Procedures for Michigan public school districts. (The employee contribution of 10% of all premium costs will continue throughout the term of the agreement.)

O. Terminal Pay

To qualify for a retirement contribution at termination of employment, the professional employee must have taught in the Traverse Bay Area Intermediate School District for a minimum of ten (10) consecutive years, (unpaid leaves of absences will be considered consecutive years for purposes of terminal retirement contribution only); be qualified for full retirement under the Michigan Public School Employees' Retirement System as newly amended, and submit evidence from the MPSERS that the processing of his/her application for retirement has been completed.

A qualifying professional employee shall receive as an Employer contribution to a 403(b) tax sheltered annuity or custodial account (which may be designated by the employee) an amount equal to one-half (1/2) of the professional employee's regular daily base pay at retirement for each day of accumulated sick leave, not to exceed Six Thousand Five Hundred (\$6,500) dollars.

A qualifying professional employee shall not be entitled to receive this amount as cash compensation.

A qualifying professional employee must file a letter of intent to retire by ninety (90) days prior to the intended date of retirement to be eligible under this provision. In case of death prior to retirement, the above shall not apply, but accumulated sick leave to a maximum of One Thousand Five Hundred (\$1,500) dollars shall be paid as an employer contribution to the professional employee's 403(b) tax sheltered annuity or custodial account.

The Association will save the Board of Education harmless including claims, damages, suits, attorney fees and other formal liability action incurred by the Board, due to a challenge against the validity of existing language on the basis of age discrimination under either state or federal law.

P. Inservice Training

1. Course of Study

The Board, believing that continued study by its professional staff is an effective method of improving instruction, will aid professionals financially on credit courses taken beyond the Bachelor's Degree.

Courses taken at state supported accredited institutions in Michigan will be reimbursed at the rate of one-half (1/2) of the tuition charges of the institution offering the course. Out-of-state courses, taken at accredited institutions, will be reimbursed at the rate of one-half (1/2) of the tuition charge of the institution, but not to exceed one-half (1/2) of the tuition charge of Michigan State University. For courses to be reimbursed by the Board, the professional must be on a planned, approved program for an advanced degree or certificate that is germane to the employee's assignment with the district.

Courses not leading to an advanced degree will be reimbursed under this policy, upon prior approval of the Superintendent or his/her designated representative. If the course is not a part of an approved program of an advanced degree to gain approval the professional must state in writing the specific benefits, which will be derived from the course(s) to be taken. To receive reimbursement for college credit, evidence of successful completion of work must be presented to the Superintendent. A transcript of credit will suffice as evidence.

Q. Mileage

Mileage must be incurred on school business to be considered reimbursable. Mileage rate shall be paid at the IRS allowable rate.

**ARTICLE XIV**

**WAIVER OF NEGOTIATIONS**

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 or matter not removed by law from the area of collective bargaining, and that the understandings 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 the 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 not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XV

DURATION OF THE AGREEMENT

The provisions of this Agreement shall be effective as of the first day of July, 2010 and shall continue in full force and effect until June 30, 2012 .

IN WITNESS WHEREOF, the parties have hereunto set their hands this 25<sup>th</sup> day of March, 2011.

Superintendent, Traverse Bay Area  
Intermediate School District  
School Board of Education

President, Traverse Bay Area  
Intermediate School District  
Education Association

  
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Michael J. Hill

  
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Marvin P. Nordeen