

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**

2020-2022

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This Agreement entered into this 4 day of February, 2020 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 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 the Public Employment Relations Act, as amended, for all regular full-time and regularly employed part-time non-supervisory 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 the superintendent, assistant superintendent, directors, all other supervisors and all other employees.

The term "professional employee" or "bargaining unit member" shall refer to all members of the bargaining unit assigned to the positions identified above.

The term "certificated professional personnel" shall mean those professional personnel which are certificated by the Department of Education, State of Michigan, and whose employment is regulated by the Teachers' Tenure Act.

The term "non-teaching professional staff members" shall refer to members of the bargaining unit who are professional employees but who are not "certified professional personnel," as defined above.

The term "regularly employed part-time" personnel shall mean those 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 States, including, but without limiting the generality of the foregoing, 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 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. The School Calendar will consist of:
 - 1. Not more than one hundred eighty-two (182) instruction days.
 - 2. A total of one hundred eighty-five (185) contract days for all professional employees.
- B. A professional employee shall be excused from duty with pay for the days lost as a result of inclement weather (or other conditions enumerated in the State School Aid Act) which necessitates the closing of school for the Traverse City Area Public Schools. The cancelled days will be compensated.

Professional employees who are assigned to provide services to TBA-ISD constituent districts that are open when TBA-ISD programs are closed may, at their discretion, provide services at their assigned open constituent district(s). The professional employee will notify the Human Resources Office and their immediate supervisor of the work day(s) so that attendance records can be adjusted.

The Board and the Association agree to the rescheduling of any days and hours lost in the event school is closed due to inclement weather (or other conditions enumerated in the State School Aid Act) where such cancelled days and hours 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 for purposes of receiving full appropriations under the State School Aid Act. Professional employees will not receive additional compensation for the rescheduled days/hours.

In the event that a professional employee is unavailable to provide services on the rescheduled days/hours and has been previously paid for the cancelled days/hours, the amount that has been previously paid to that professional employee for those days/hours will be deducted from the employee's final compensation. For purposes of this provision "unavailable" means that the employee is on unpaid leave, layoff or has separated from employment with TBA-ISD at the time that services are to be performed on the rescheduled days/hours.

- C. A professional employee who is assigned to provide services in TBA-ISD constituent districts will abide by the calendar(s) of the constituent district(s) to which he/she is assigned provided that those calendar(s) do not exceed one hundred eighty-five (185) days for the school year. If the professional employee is required to work beyond the one hundred eighty-five (185) days for the school year, he/she may have compensatory time or compensation in accordance with Article XI, F.
- D. Professional employees will work 185 total days, at least three (3) days of which will involve District provided and scheduled Professional Development.
 - 1. The first professional development 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 development day shall be given before the end of the preceding school year, if not, no later than June 15.
 - 2. The District will schedule two (2) other professional development days in consultation with the Association.

Any remaining Professional Development days required to be provided by the District to certificated professional personnel to meet the requirements of Section 1527 of the Revised School Code (or its successor provision) or which are provided to other professional personnel will be based on individualized professional needs and must have prior approval by the professional employee's supervisor.

- 3. Certificated professional personnel in their first three years of service cannot count these District provided professional development days identified above as part of the additional Professional Development required under Sec. 1526 of the Revised School Code or its successor provision.

4. TBAISD Sanctioned Professional Development Activities:
 - a. Conferences/Clinics/Trade Shows
 - b. Training/Visitations/Workshops
 - c. College Coursework if directly related to the professional employee's present position
 - d. 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

PAYMENTS AND DEDUCTIONS

Payments and Deductions

1. Salary payments will be made on alternate Fridays.
2. Mandatory Deductions
 - a. Withholding tax – Federal and State
 - b. Social Security
 - c. Health care insurance
3. Voluntary deductions
 - a. Health care insurance and/or benefits
 - b. United Way
 - c. Employees Credit Union
 - d. Approved IRS Tax Deferred Plans

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. If an employee resigns or fails to complete a full contract year, the annual allotment of days will be prorated
- b. The annual allotment of ten (10) sick leave days may be allowed for illness of the professional employee's children, parents, siblings or spouse. In the event that a professional employee's spouse, child or parent has a serious health condition that necessitates the presence of the employee, an additional five (5) days of accumulated sick leave, per school year, can be used by the employee for that purpose. Additional family illness days may be taken as determined by the Superintendent on a case by case basis.

Up to ten (10) sick leave days may be used during the school year for purposes of parenting connected with the birth or adoption of a professional employee's child. These days are in addition to sick leave days that may be used for pregnancy-related disability. These days do not need to be used consecutively.

- c. 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.
- d. 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 (exceptions regarding payback may be granted by the Sick Bank Committee for catastrophic injury or illness). 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, N. 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 three (3) 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 will be added to accrued sick leave annually.

D. Inservice

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 or designee.

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 Leaves of Absence

1. 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.
2. An unpaid maternity/child care leave of absence of up to one (1) year will be granted to an employee.
3. 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.
4. Sabbatical Leave:
 - a. 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 response to the application within thirty (30) calendar days of the Board's decision.
 - b. 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.
 - e. 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.
 - f. 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.
- g. Upon return from a sabbatical leave, the professional employee shall submit a report to the Superintendent. If an abuse of the leave is apparent, the professional employee 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.
- h. Sick leave credit shall accrue and be granted when the sabbatical leave is completed. Increment advancement on the salary schedule will occur if other professional employees are granted increment advancement during the period of sabbatical leave.
- i. 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.
- j. A professional employee 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.
- k. Upon return from sabbatical leave, the Board shall return a non-teaching professional staff member to a position of like or equivalent nature.

5. Unpaid Leaves: Conditions and Procedures

- a. All such leaves shall be without pay. Applications for such leaves (except FMLA 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. Employees must give not less than thirty (30) days notice of taking leave under the Family and Medical Leave Act, where the need for leave is foreseeable. If the need for leave is not foreseeable, the employee must give notice of the need for leave as soon as is practicable under the circumstances.
- b. It shall be the responsibility of the employee to notify the Board in writing of his/her intent to return to duty by April 1, 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.
- c. Upon return from an unpaid leave, a non-teaching professional staff member shall be placed in the same or similar position as held before the leave.
- d. Upon return from an unpaid leave, a professional employee who has worked 100 days or more during the previous contract year shall be placed on the next consecutive step on the salary schedule (if other bargaining unit members received step advancement during the period of leave), and shall retain all accumulated sick leave.

- e. A years' unpaid leave of absence shall not be considered a year of service to the school district.
- 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 for absences of Association officials during work hours for purposes performing the Association's duties as the exclusive bargaining representative. 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 suspensions, non-renewal, demotion or discharge of certificated professional personnel.
 - a. A grievance involving the suspension of a non-teaching professional staff 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 panel's 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 observed and construed; provided, however, the parties reserve the right to mutually extend or abbreviate said time limits, in writing. For purposes of computing time limitations, a "working day" is a day when the central administrative offices of TBA-ISD are open.
2. Any grievance not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned. 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. In the event a grievance is filed after May 15th or arises during the summer recess and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievance expeditiously.
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

EVALUATION OF NON-TEACHING PROFESSIONAL STAFF MEMBERS

- A. Since the Board is vested with the responsibility for employment, evaluation and dismissal of non-teaching professional staff members, it shall establish and implement for non-teaching professional staff members a systematic program of employee evaluation as a part of that process.
- B. It is understood and agreed that evaluation of non-teaching professional staff members is an ongoing process and may include the entire work performance of the employee. Evaluations may contain not only formal observations 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 of a non-teaching professional staff member 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 non-teaching professional staff members 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 non-teaching professional staff member'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 non-teaching professional staff

member 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 observations" and "informal observations" of non-teaching professional staff members. Formal observations 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 of a non-teaching professional staff member will be conducted openly and with advanced knowledge of the employee.
3. All formal observations shall be in writing with a copy to be given to the non-teaching professional staff member 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 non-teaching professional staff member disagrees with the evaluation he/she may submit a written response which shall be attached to the file copy of the evaluation.
5. The non-teaching professional staff member 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 non-teaching professional staff member evaluated.
7. Each bargaining unit member shall have the right, upon request to the Superintendent/designated representative to review the contents of his/her own personnel file, with the exception of those documents excluded from the definition of a "personnel record" in Section 1 of the Bullard-Plawecki Employee Right to Know Act. An employee shall be entitled to have an Association bargaining unit member present at this review.
8. Non-teaching professional staff members will be evaluated annually during the probationary period defined in Article 10(D) of this Agreement. Thereafter, all non-teaching professional staff members shall be evaluated at least once every three years.
9. The evaluation of each non-teaching professional staff member will be based upon the evaluation form and the criteria contained therein.

F. Other

1. No material related to the evaluation of a non-teaching professional staff member 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 non-teaching professional staff member 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 non-teaching professional staff member 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 a non-teaching professional staff member 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 non-teaching professional staff member'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 non-teaching professional staff member: (a) is granted a leave which extends one hundred eighty (180) school days or more; or (b) is removed or resigns from an assigned position.
2. Whenever a vacancy in any non-teaching professional staff member 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 non-teaching professional staff member may apply for the vacancy, and within fifteen (15) school days the non-teaching professional staff member shall be notified in writing as to the disposition of the application.
5. No vacancy in a non-teaching professional staff member position 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 vacancies in non-teaching professional staff positions, the Board will consider the professional qualifications, background, attainment and other factors, including service to the school district of all non-teaching professional staff member 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 non-teaching professional staff member

with the most service to the school district will be granted the vacancy. The Board shall have the sole discretion in determining qualifications.

B. Transfers

1. The right of determination of employee transfer is vested in the Board of Education or its designated representative.
2. A non-teaching professional staff member 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 non-teaching professional staff member(s) as to the disposition of the request. No placement shall be made inconsistent with a non-teaching professional staff member'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 non-teaching professional staff member, 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 non-teaching professional staff member affected prior to consummation of transfer. No involuntary transfer of a non-teaching professional staff member from his/her present assignment to another classroom assignment shall be made for arbitrary or capricious reasons. If a non-teaching professional staff member 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 of non-teaching professional staff members will be effectuated prior to recall of laid off non-teaching professional staff members.

C. Physical Examinations

1. A professional employee may be required to present, for good cause, a certificate showing that he/she is and capable of performing all essential job functions of his/her assignment. 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 he/she is capable of performing all essential job functions of his/her assignment.

D. Non-Teaching Professional Staff Members

1. The period of probation and notice of non-renewal as specified in the Teachers' Tenure Act, shall apply to all non-teaching professional staff members.
2. Non-renewal of a non-teaching professional staff member'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 non-teaching professional staff member not less than twenty (20) calendar days prior to the date of the Board meeting at which the recommendation is to be considered. The non-teaching professional staff member 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 non-teaching professional staff members in a period of probation shall be only for reasons that are not arbitrary or capricious, and shall be preceded by written charges and a private or public hearing as requested by the non-teaching professional staff member, 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 non-teaching professional staff members not in a period of probation (as defined above) 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.
4. Suspensions as applied to non-teaching professional staff members 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 non-teaching professional staff members, 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, non-teaching professional staff members shall be reduced in the following order within the affected employee classifications: (1) temporarily approved employees; (2) probationary employees; (3) other employees according to their seniority (i.e. layoffs are based on inverse order of seniority).
3. Non-teaching professional staff members reduced by the provisions of this Agreement shall be recalled from layoff by seniority (i.e. in order of greatest seniority) to positions for which they are certified, approved and/or licensed (as applicable). It is recognized that transfers of non-teaching professional staff members not on layoff will be accomplished prior to recall, as is specified in paragraph B(5) of this Article. Notice of recall shall occur by e-mail and by mailing a 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. A laid off non-teaching professional staff member is responsible for providing current contact information (i.e. residential and e-mail addresses) to Human Resources.
4. Any non-teaching professional staff member not recalled within three (3) years of layoff shall lose the right to recall.
5. The non-teaching professional staff member 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 their initial date 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 be ranked based on the date the employee signed their individual contract.
- 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. If the District does not receive any written objections to the seniority list within thirty (30) days of its publication, the seniority list distributed by the District will be regarded as conclusive.
- c. All seniority is lost when employment is severed by resignation, retirement discharge, or a layoff exceeding three (3) years. 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. 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.
- b. 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. Mentors

1. All newly hired bargaining unit members shall be assigned a mentor.
 - a. Newly hired certificated professional personnel who have less than three (3) years of previous teaching experience shall have a mentor for three (3) years.
 - b. Newly hired certificated personnel who have three (3) or more years of previous teaching experience shall have a mentor for one (1) year.
 - c. Newly hired non-teaching professional staff members who have less than three (3) years of previous occupational experience in the position for which they are hired, shall have a mentor for three (3) years. However, if the licensing, approval or certification process for the non-teaching professional staff member has included or concurrently includes one or more years of supervised practice or other mentoring, the period for mentorship at TBAISD shall instead be two (2) years.
 - d. Newly hired non-teaching professional staff members who have three (3) or more years of previous occupational experience in the position for which they are hired shall have a mentor for one (1) year.
2. Mentors shall be assigned in accordance with the following:
 - a. Every effort shall be made to have a mentor be a member of the bargaining unit.
 - b. Participation as a mentor shall be voluntary. If an insufficient number of members of the bargaining unit volunteer to be mentors, the Board may assign a person from outside the bargaining unit.
 - c. The administration shall notify the Association when a mentor is matched with a 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 as a mentor shall be maintained for the duration of the mentoring period (as defined above) unless either party requests a change (to be reviewed annually) or if the supervisor decides it is in the best interest of the parties.
3. The mentor 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.
4. 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%
5. Mentors shall meet with their mentees a minimum of twenty (20) hours during the first year. Six (6) 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.

6. Mentees who are certificated professional personnel with less than three (3) years of previous teaching experience 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.
7. Bargaining unit members who are appointed to mentor a speech and language pathologist (for licensing purposes), a school social worker (for licensing purposes) or to professionally supervise individuals at TBAISD in their fellowship or internship year as prospective school psychologists will be paid 2% of the first step of the BA base salary for that year. If the bargaining unit member serving as a mentor is concurrently appointed as a mentor for the same mentee under the provisions of paragraphs F(1) through F(6) of this Article, the mentor shall be entitled to compensation for that service, as specified in paragraph F(4), in addition to the compensation under this paragraph.

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 attainable 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 a teacher assistant.

Classroom special education teachers shall have 2 days per year for the purpose of classroom preparation, IEP paperwork and meetings. Days will be designated by program supervisor.

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 Aid Act and the Revised 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 contract shall not be deemed violated where the foregoing minimums are provided.
- B. The normal on-site work week for all professional employees is thirty-seven and one-half (37 ½) hours over five (5) work days. Professional employees assigned to furnish itinerant services in constituent school districts will provide those services in coordination with the building schedules of their assigned constituent school districts. Professional employees assigned to TBA-ISD operated classrooms located in constituent districts shall follow the instructional schedule for those classrooms established by their immediate supervisor.

Professional employees assigned to programs providing services to infants and toddlers may have their schedule of annual work days adjusted by the administration in order to provide continuity of services during the summer months. The administration will consult with the affected professional employees in making these schedule adjustments. If the professional employee is scheduled to work more than fifteen (15) days during the summer months, the supervisor will determine, in consultation with the employee, whether the summer work days in excess of fifteen (15) days will be additional paid work days or whether those days will be remunerated through compensatory time during the professional employee's regular work year.

- 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.

F. Extra Time

This section shall apply whenever an employee applies for additional compensation or compensatory time.

1. It is expressly understood that in order to be eligible for compensatory time or extra pay prior to approval of the supervisor must be obtained. In extenuating circumstances where it is not possible to contact the supervisor prior to performance of the work, the employee must make a written request to the supervisor within thirty-six (36) hours of performing the work. The request shall explain why prior supervisory approval could not be obtained.
2. If the supervisor schedules or otherwise approves in advance more than thirty-seven and one-half (37 ½) on-site work hours within the work week for the employee, the employee shall be entitled to either additional compensation at his/her regular hourly rate or compensatory time off. The employee shall indicate, in writing, if he/she is requesting compensatory time off as payment for the extra work, as opposed to additional compensation.
3. The approval or disapproval of an employee's request for compensatory time off (i.e., instead of additional compensation) shall be made within five (5) work days of the date on which the date on which the request was submitted. If compensatory time off is approved as the form of compensating the employee for the extra work, it shall be scheduled after consultation between the supervisor and the employee. The term "work" shall include A-1, A-2 and B above, where applicable.
4. Where a professional employee's schedule includes a regularly assigned first work station in a constituent school district facility that is located more than forty (40) miles from his/her residence (as calculated by TBAISD), the employee will be eligible to receive an annual stipend of \$ 1,000 subject to all of the following conditions.
 - a. Where a professional employee is eligible for the stipend for only a portion of the work year, the stipend will be prorated in the basis of days worked during the period of eligibility compared against the total number of work days in the work year.
 - b. A professional employee must reside within the boundaries of the TBAISD to be eligible for this stipend.
 - c. If a professional employee who is otherwise ineligible for the stipend relocates his/her residence to a location that results in the employee becoming eligible for the stipend or bids on and is awarded an assignment that results in the employee becoming eligible for the stipend, the professional employee shall be regarded as ineligible in either of the above events.

G. 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.

H. 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/her 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

2020-2021 Professional Staff Salary Schedule

(This reflects 1.5% increase on 2019-20 plus \$200 on longevity)

Step	BA A	BA+20 B	MA C	MA+15 D	MA+30 E
1	42,448	43,432	45,406	46,412	47,902
2	43,432	44,442	46,918	47,902	49,898
3	44,930	45,498	49,414	50,381	51,870
4	46,412	47,402	51,890	52,882	54,358
5	48,184	49,341	54,358	55,353	56,861
6	49,898	51,297	56,864	57,822	59,327
7	52,367	53,377	59,334	60,348	61,834
8	54,874	55,827	61,834	62,798	64,301
9	57,351	58,351	64,788	65,798	67,286
10	59,817	60,817	67,764	68,747	70,214
11	62,798	63,800	71,244	72,255	73,738
12	66,774	67,774	75,318	76,168	77,701
13	69,053	70,073	77,808	78,680	80,257
14	69,053	70,073	77,808	78,680	80,257
15	69,053	70,073	77,808	78,680	80,257
16	69,053	70,073	77,808	78,680	80,257
17	70,347	71,410	79,367	80,266	81,884
18	70,347	71,410	79,367	80,266	81,884
19	70,347	71,410	79,367	80,266	81,884
20	72,350	73,432	81,614	82,541	84,206
21	72,350	73,432	81,614	82,541	84,206
22+	73,784	74,889	83,234	84,180	85,880

Eligible professional employees will receive step/longevity and column advancement.

- * 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.

PROFESSIONAL EMPLOYEE'S SALARY AND RELATED MATTERS

2021-2022 Professional Staff Salary Schedule
(This reflects 1.5% increase on 2020-21 plus \$200 on longevity)

Step	BA	BA+20	MA	MA+15	MA+30
	A	B	C	D	E
1	43,085	44,083	46,087	47,108	48,621
2	44,083	45,109	47,622	48,621	50,646
3	45,604	46,180	50,155	51,137	52,648
4	47,108	48,113	52,668	53,675	55,173
5	48,907	50,081	55,173	56,183	57,714
6	50,646	52,066	57,717	58,689	60,217
7	53,153	54,178	60,224	61,253	62,762
8	55,697	56,664	62,762	63,740	65,266
9	58,211	59,226	65,760	66,785	68,295
10	60,714	61,729	68,780	69,778	71,267
11	63,740	64,757	72,313	73,339	74,844
12	67,776	68,791	76,448	77,311	78,867
13	70,289	71,324	79,175	80,060	81,661
14	70,289	71,324	79,175	80,060	81,661
15	70,289	71,324	79,175	80,060	81,661
16	70,289	71,324	79,175	80,060	81,661
17	71,602	72,681	80,758	81,670	83,312
18	71,602	72,681	80,758	81,670	83,312
19	71,602	72,681	80,758	81,670	83,312
20	73,635	74,733	83,038	83,979	85,669
21	73,635	74,733	83,038	83,979	85,669
22+	75,091	76,212	84,683	85,643	87,368

Eligible professional employees will receive step/longevity and column advancement.

- * 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.

A. Placement

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 post a Bachelor's Degree, 15 or 30 successful graduate semester hours post applicable 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 allotment for medical benefit plan costs and premiums 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 medical benefit plan cost and premium payments to MESSA or MEFSA. Arrangements for payment of the rest of the medical benefit plan costs and premium, if any, shall lie solely with the part-time employee and not the employer. Payroll deductions for the difference will be made.
4. Occupational therapists and physical therapists shall be placed on the B.A. +20 schedule.
5. MA is defined as a Master's Degree from an accredited college or university regardless of number of credits necessary to receive the degree.

B. Prior Experience

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 four (4) 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 ten (10) years.

The maximum required credit for all prior experience for non-degree and Bachelor Degree professional employees shall remain at ten (10) years, but for M.A. professional employees, the maximum required credit for all prior experience shall be increased for ten (10) years.

4. The Superintendent may in his/her sole discretion, grant more than ten (10) years credit, ten (10) 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., and Prior Experience.

D. Health Care Insurance

The Board will contribute toward all medical benefit plan costs (including costs attributed to premiums, co-pays, deductibles, prescriptions, taxes, assessments, flexible spending accounts, health savings accounts or similar accounts used for health care) for bargaining unit members enrolling in either Plan A, Plan B, Plan C or Plan D.

Effective January 1, 2020 Board contributions for medical benefit plan costs will be adjusted to the maximum hard cap amount authorized by the State Treasurer, effective with the commencement of the medical benefit plan coverage year on January 1, 2020.

Effective January 1, 2021 Board contributions for medical benefit plan costs will be adjusted by the percentage amount authorized by the State Treasurer for 2021.

The employee shall pay the balance of the applicable medical benefit plan costs 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.

The Board shall make payment, as specified above, on medical benefit plan costs for all employees who complete their contractual obligation to assure insurance coverage for the full twelve (12) month period commencing January 1 and ending December 31 except that the Board shall pay its portion of the medical benefit plan costs for the employee who leaves the Boards employment from July 1 through August 31 provided they completed their contract obligation for their services during the prior school year.

In the event that the Board's contribution (as specified above) for health plan medical benefit plan costs exceeds the costs of the health plan elected by the professional employee, the balance will be allocated to a Health Savings Account (for those professional employees electing Plan B or Plan D) or to the professional employee's flexible spending account (for those professional employees electing Plan A or Plan C).

- E. The Board shall be responsible for providing insurance information, including applications, claim materials and enrollment meetings for the above mentioned programs. Plans C and D will not become available until the following conditions have been met.
- F. The Board shall pay one hundred (100%) percent of the premium for the Traverse Bay Area Intermediate School District MESSA Pak Delta Dental Coverage (100/60/60) for all Plan A, Plan B, Plan C, Plan D and Plan E employees and each of his/her eligible dependents for the life of the contract.
- G. The Board shall pay one hundred (100%) percent of the premium for the Traverse Bay Area Intermediate School District MESSA Pak employee term life insurance protection in the amount of \$25,000 with AD and D for Plan A, Plan B, Plan C, Plan D and Plan E employees that will be paid to the employee's designated beneficiary.
- H. The Board will pay one hundred (100%) percent of the premium cost to the employee MESSA Long Term Disability Insurance for each employee in the bargaining unit as provided in the Traverse Bay Area Intermediate School District MESSA PAK. 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 employee's accumulated sick leave or (2) thirty (30) calendar days. Preexisting conditions will be waived.
- I. The Board shall pay one hundred (100%) 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.
- J. The Board shall pay one hundred (100%) percent of the premium for the Traverse Bay Area Intermediate School District MESSA Vision Care Plan III Plus (VSP-3 Plus P 250CL) for all Plan A, Plan B, Plan C, Plan D and Plan E employees and each of his/her eligible dependents for the life of the contract.

K. MESSA PAK PLAN SUMMARY

Bargaining unit members needing health insurance shall elect Plan A, Plan B , Plan C or Plan D.

Plan A -

MESSA Choices with:

\$500/\$1000 in network deductible:

0% in-network coinsurance;

\$20 office visit copay, \$25 urgent care copay; \$50 emergency room copay;

Saver RX

Delta Dental Plan: 100/60/60; \$1,000 annual max; 50% class IV, \$500 lifetime max; 2 cleanings;

Vision - VSP-3 Plus P 250 CL

Negotiated Life- \$25,000 with AD&D

Long Term Disability Insurance--see ¶ H above

Delta Dental Plan Orthodontic Rider 0-1 (50% to \$500/child)
in addition to the existing Delta Dental Plan

Plan B –

MESSA ABC Plan 1 with \$1350/\$2700 in-network deductible (Note: minimum qualifying deductibles are subject to change by the IRS)
0% in-network coinsurance
ABC RX
Vision: VSP 3 Plus P 250 CL
Life: \$25,000 with AD&D
Delta Dental Plan: same as Plan A
MESSA Long Term Disability: see ¶ H, above

Plan C –

MESSA Choices with \$1,000/\$2,000 in-network deductible
20% in-network coinsurance
\$20 office visit copay; \$25 urgent care copay; \$50 emergency room copay
Saver RX
Vision: VSP 3 Plus P 250 CL
Life: \$25,000 with AD &D
Delta Dental: same as Plan A
MESSA Long Term Disability: see ¶ H above

Plan D –

MESSA ABC Plan 1 with \$1350/\$2700 in-network deductible (Note: minimum qualifying deductibles are subject to change by the IRS)
0% in-network co-insurance
3 Tier Mail RX
Vision: VSP 3 Plus P 250 CL
Life: \$25,000 with AD&D
Delta Dental: same as Plan A
MESSA Long Term Disability: see ¶ H above

Plan E - For employees not electing health insurance:

Negotiated Life - \$25,000
Vision VSP-3 Plus P 250 CL
Delta Dental - same as Plan A
Delta Dental Orthodontic Rider
MESSA Long Term Disability - same as Plan A

An amount equivalent to the Board's medical benefit plan cost for single subscriber health insurance (as specified in Article XIII D) shall be contributed on behalf of the employee electing Plan E upon the employee completing application toward other options provided in this contract and on the condition that the employee provides proof to the Board that the employee has other health coverage compliant with the Affordable Care Act.

L. Liability Insurance

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

M. 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 premium costs will continue throughout the term of the agreement.)

N. Terminal Pay

To qualify for a retirement contribution at termination of employment, the professional employee must have been employed 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 hold 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.

O. 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.

P. Mileage

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

- Q. The Board will reimburse bargaining unit members the full amount, up to \$200, for each renewal of a certificate, license or approval required for the employee's assignment.

ARTICLE XIV

EMERGENCY MANAGER

Inclusion of the following language is required by section 15(7) of the Public Employment Relations Act:

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.

ARTICLE XV

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.

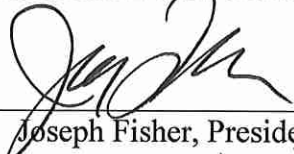
ARTICLE XVI

DURATION OF THE AGREEMENT

The provisions of this Agreement shall be effective as of the 1st day of July 2020 and shall continue in full force and effect until June 30, 2022.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 4th day of Feb, 2020.

**Traverse Bay Area Intermediate
School District Board of Education**

By: 
Joseph Fisher, President

By: 
Rachael Birgy, Secretary

**Traverse Bay Area Intermediate
School District Education Association**

By: 
Tina Schelich, Lead Negotiator

By: 
Scott Schuh, President